



Board of Park Commissioners

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Thursday, October 27, 2016

6:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Park Commissioners** of the City of De Pere will be held on **October 27, 2016 at 6:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting can be viewed LIVE at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call

II. Action Items

1. Review and Approve Board of Park Commissioners Meeting Minutes 9-15-16.
2. Consider fundraising effort to improve Southwest Park Playground.*
3. Consider allowing overnight docking at Voyageur Boat docks.
4. Consider maintaining the Fox River Trail during the winter season.*
5. Review and Approve revisions to Annual Boat Launch program.
6. Review and Approve Pink Flamingo Donation*.
7. Review and Approve lease agreement with Humana for Sports Park.*
8. Review and Approve Community Center Rental Request Until 1:00 am.
9. Review and Approve Recreation Division 2016 3rd Quarter Report
10. Review and Approve Quarterly Report for Ice Arena.
11. Consider changes to Tree Specification Manual.
12. Approval of the Draft 2017 ADRC Agreement.*
13. Consider direction in addressing aging conditions of VFW and Legion Pools.*

III. Public Comment Period

IV. Future Agenda Items

V. Staff Updates

VI. Adjournment

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, the previous day so that arrangements can be made.

Committee Members
Alderpersons

De Pere Youth Hockey
Staff Personal

Mayor Michael J. Walsh
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Definiely De Pere
Marty Kosobucki
Tod Maki, De Pere Select Soccer
Ben Villaruel, Unified School District
De Pere Baseball
Rachel McMorro, Teen Advisor
Devon Christianson, ADRC
Humana
Don Chilson, Ice Center

Shana Ledvina, City Clerk
City Hall 1st and 2nd Floor
De Pere Area Chamber of Commerce
Brown County Library – De Pere
TV & Radio Stations
John Zegers, WDP School District
De Pere Rapides Youth Soccer
Ella Bublotz, Teen Advisor
Mary Meyer
Matt Kriese, Brown County Parks
Jessie Larock
Mural Adams

Notice is hereby given that a majority of the Members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision making responsibility.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Review and Approve Board of Park Commissioners Meeting Minutes 9-15-16.

ATTACHMENTS:

- Draft Minutes 9-15-16 (PDF)



Board of Park Commissioners

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Thursday, September 15, 2016

6:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 6:30 PM by Board Member George Brown

Attendee Name	Title	Status	Arrived
Michael Donovan	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Lisa Rafferty	Aldersperson	Present	
George Brown	Board Member	Present	
Sue Schinkten	Board Member	Excused	
Randy Soquet	Board Member	Excused	
Bill Volpano	Board Member	Present	
Ella Bublotz	Teen Advisor	Present	
Rachel McMorrow	Teen Advisor	Present	

II. Action Items

1. Approve Board of Park Commissioners Meeting Minutes 8-25-16.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Aldersperson
SECONDER:	Bill Volpano, Board Member
AYES:	Donovan, Lueck, Rafferty, Brown, Volpano
EXCUSED:	Sue Schinkten, Randy Soquet

2. Pink Flamingo Donation for Recreation Scholarship.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Volpano, Board Member
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Donovan, Lueck, Rafferty, Brown, Volpano
EXCUSED:	Sue Schinkten, Randy Soquet

3. Accept a Project Proposal for a Decorative Planter at the Dog Park Entrance for the De Pere Dog Park,*

Mike Donovan made a motion to open the meeting at 6:32 p.m., seconded by Bill Volpano.

Collin Fayas from the Eagle Scouts gave his presentation of the decorative planter at the Dog Park entrance for the De Pere Dog Park. Collin took questions from the board in reference to the planter. The board thanked Collin for his work on the planters.

Mike Donovan made a motion to close the meeting at 6:34 p.m., seconded by Lisa Rafferty.

Attachment: Draft Minutes 9-15-16 (5237 : Review and Approve Board of Park Commissioners Meeting Minutes 9-15-16.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Donovan, Lueck, Rafferty, Brown, Volpano
EXCUSED:	Sue Schinkten, Randy Soquet

4. Election of Board of Park Commissioners Officers.

The first vote which is reflected in the vote result was for the election of George Brown for Board President.

Bill Volpano also made a motion to elect Randy Soquet as Vice President, seconded by Larry Lueck.

The vote was unanimous for the motion of Vice President.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Michael Donovan, Larry Lueck, Lisa Rafferty, Bill Volpano
ABSTAIN:	George Brown
EXCUSED:	Sue Schinkten, Randy Soquet

III. Public Comment Period

Ryan Jennings spoke with the board about a concern for the current tree planting guidelines. Ryan gave a Power Point Presentation to the board about his concerns. He also provided each member with handouts from the presentation.

Marty Kosobucki stated the issue would be put on the October Park Board Meeting and would be discussed at that time.

IV. Future Agenda Items

Larry Lueck stated the Alderpersons and Mayor received an e-mail in reference to the Fox River Trail being plowed during the winter. He stated he believed Green Bay and Allouez are doing the plowing.

Marty Kosobucki said he knew that Green Bay and Allouez are currently doing the plowing. Marty stated the issue has been discussed at Park Board in previous years, but would put it on the October agenda.

V. Staff Updates

1. Optimist Park.

Marty Kosobucki stated the playground is open and the ball diamond has been completed. There were some electrical problems, but the problem has been addressed and all is going well.

2. Aquatic Facility Committee Meeting Update.

Bill Volpano and Mike Donovan have met with Marty to go over the information they have in reference to the Aquatic Facility. They will be meeting before the next board meeting and will bring their findings to the board meeting.

3. Meeting Date Change for October.

Marty Kososbucki stated he would like the meeting date changed from October 20th to the 27th.

VI. Adjournment

Bill Volpano made a motion to adjourn the meeting at 6:55 p.m., seconded by Larry Lueck.

Respectfully submitted,
Debbie Zierson

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider fundraising effort to improve Southwest Park Playground.*

We have received a request from Mary Meyer to lead a fundraising campaign to improve Southwest Park. The fundraising effort would focus on primarily on expanding the playground, but would also focus on developing a splash pad as a secondary goal. Her intent is to reward donors by placing their name on a picket fence that would surround the playground. All funds raised would be placed into an account with the City for safekeeping, until the project funding has met its fundraising goal. The project would then go out for bid and construction.

One of the items that will need to be discussed is the plan/intention for larger donations. It would be my recommendation that any donor not fitting the picket fence recognition plan, come to the Park Board for approval and the type of recognition that will take place.

ATTACHMENTS:

- Southwest Park Campaign (DOCX)
- 20160930_111619 (JPG)
- 20160930_111643 (JPG)
- Southwest Park.Playground (PDF)

October 13, 2016

To the Board of Park Commissioners:

I would like to present a playground campaign to increase the number of accessible play options for children at Southwest Park in De Pere. I have the opportunity to walk by this park on a regular basis and envision an upgraded space where children of multiple ages can incorporate more physical activity and mental imagination during their playtime. It is with great appreciation of the large amount of green space and fast-growing surrounding subdivisions that I focus on Southwest Park, with support of many neighboring community members.

As the project grows, I will invite a committee to join me as we dive into fundraising options. De Pere's community passion will drive most of the donations, but we will also be looking into local, regional, state and national grants as well as opportunities for businesses to pour in their expertise to help fund the project. All donations will be forwarded or sent to the City who will set up a separate, segregated account to be used specifically for these Southwest Park improvements. As part of the campaign, we will encourage community members and businesses to purchase engraved composite pickets with donations of \$100 or more. Material for each picket is approximated to be \$10.00, quoted by Midland Plastics. West De Pere High School has quoted \$5.00 per picket for engraving, to total \$15.00 per finished picket. This fence could surround the new equipment, doubling as a boundary and also a reminder of all the love and support that created the new space for children to explore.

I start with two goals in mind. Tier 1 would be a projected \$100,000 themed playground project (with input from students at surrounding elementary schools). Tier 2 would be a projected \$270,000-\$350,000 themed playground and an additional splash zone project (additional \$170,000 for a typical splash pad with tap water and \$250,000 for a recirculating splash pad). I intend for this campaign to last for two years, with ground-break by spring of 2018 for playground equipment. Since the community will be sharing the cost for this new playground, I believe it to be fair for them to see donations get used in a timely manner.

Please join me as I would like to invite the community to leave a legacy of life, love and laughter for our children.

Thank you for your time and consideration.

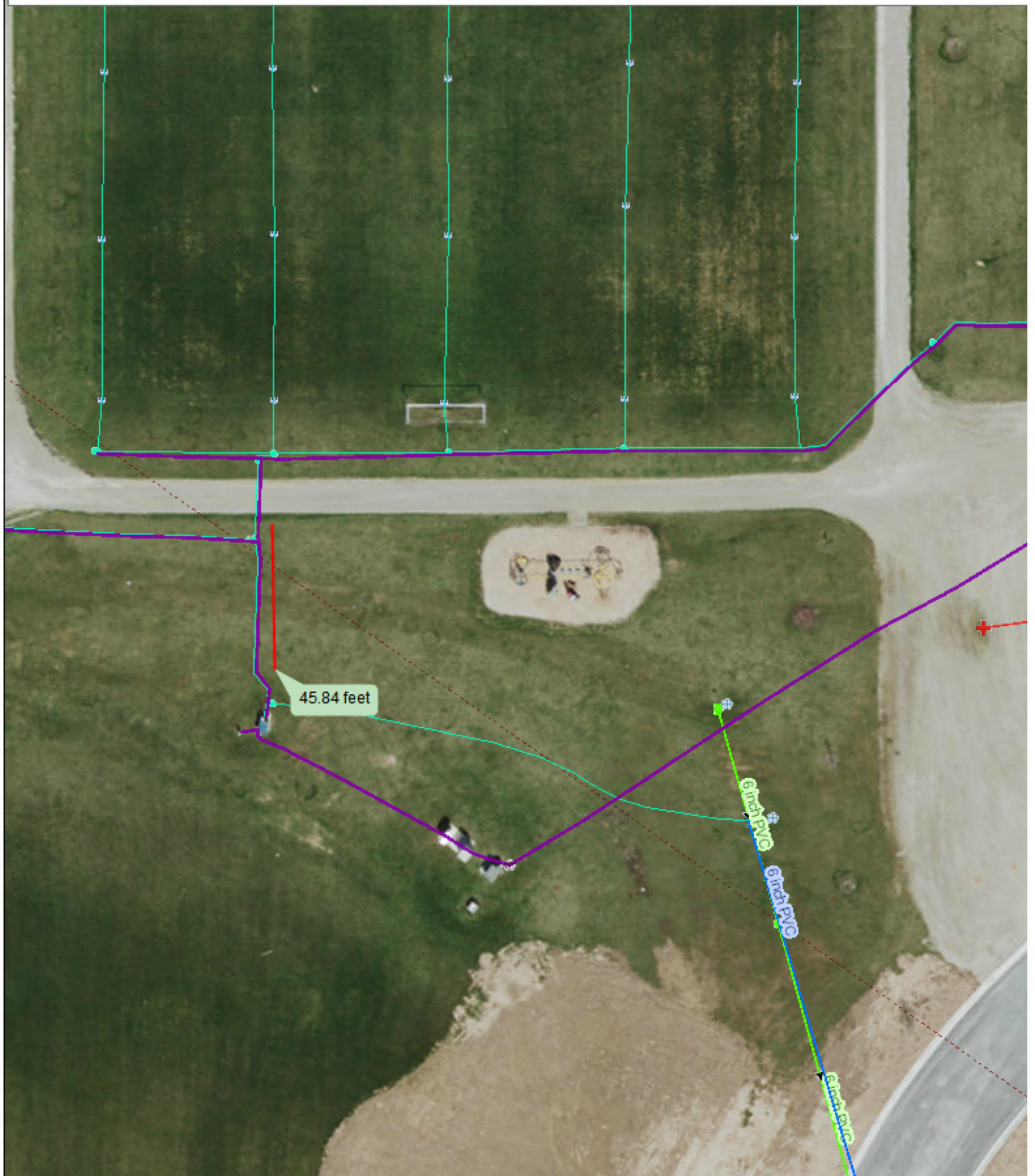
Sincerely,

Mary Meyer

Attachment: Southwest Park Campaign (\$225 : Consider fundraising effort to improve Southwest Park Playground.*)



<Title>



Attachment: Southwest Park.Playground (5225 : Consider fundraising effort to improve Southwest Park Playground.*)



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



10/13/2016

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City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider allowing overnight docking at Voyageur Boat docks.

We have received a request from Mural Adams (De Pere resident) to consider allowing overnight docking at Voyageur Park. Currently our ordinance does not allow for overnight docking, however does allow for the director to waive this restriction under a policy. Unfortunately, a policy has not ever been created to handle this type of request or waiver.

Step One - The Park Board needs to determine if they want to pursue overnight docking at Voyageur Park. If the Park Board feels this is something we should allow, staff would then work on developing a policy to help guide and approve requests. In making your decision I would like to share with you various pieces of information.

- While investigating this issue, we became aware that its possible our current docks would not be able to structurally handle a full slate of boats. While a logical argument would be to say that when the docks were made, they must of been made to handle the number of boats it currently can accommodate. We unfortunately don't have any information in our files that proves the structural capability of handling 12 large boats. To be 100% sure, we would need to have a structural engineer do an analysis of which would cost around \$4,000. We talked with the company we purchased the docks from and they do not have any record of the drawings and structural capability of the docks.

-We discussed internally the concept of allowing overnight docking at Voyageur. While there are a few things that would need to be covered and considered, we think it would be beneficial to expanding the use of our park and help create attraction to our community.

Step Two - If the Park Board would like to pursue allowing overnight docking at Voyageur Park, we will then need to discuss the importance, issues, and risks involved with having a structural analysis completed or not completed.

Step Three - Develop a policy and return back to the Park Board for approval.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider maintaining the Fox River Trail during the winter season.*

ATTACHMENTS:

- memo.FRT clearing (DOC)
- Map.FRT (PDF)



Memorandum

To: Park Board

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Clearing of Fox River Trail

Date: October 27, 2016

Issue: The City Council has received a request to have City resources clear the Fox River Trail within the City of De Pere limits. Staff has been asked to research the request.

Background:

The Fox River Trail is state owned and is maintained by Brown County Parks Department. The trail runs through multiple jurisdictions, with approximately 4 miles of trail within the City of De Pere municipal boundaries. The Department and Board of Park Commissioners has been asked before about clearing the trail, in which the Park Board and staff maintained the position they would not clear the trail. Currently the City of Green Bay removes snow and maintains the trail during the winter, and the Village of Allouez is moving in this direction.

Supporting Information:

The Park Department employees six full time employees, of which two are typically allocated to the Public Works department during times of snow removal. This leaves four employees to address the needs of snow removal within the park department. The Park Department is responsible for clearing and maintaining 10+ miles of sidewalk, 10 different parking lots, and multiple downtown locations after each snow fall. Our staff is also responsible for maintaining walkways around municipal buildings/facilities (ie. Community Center, City Hall, Riverwalk/Viewing Pier, and MSC). In addition to clearing of snow, the department also prepares and maintains the ice rinks during the winter months. With our current staffing structure and priorities, it is unlikely we could provide maintenance to the trail within 72 hours of a snowfall. In order for the Park Department to clear snow from the Fox River Trail efficiently we would need to reallocate our staff from the Public Works Department, or adjust our priorities with regard to winter responsibilities.

Staff investigated the ability for the Village of Allouez to clear our portion of trail as an option. We received word the Village would not likely want to consider this option.

Liability Concerns – Staff consulted with our City Attorney on this matter. In reviewing the issue and the recent agreement signed by Allouez and Brown County, there are concerns related to liability. Our City Attorney identified several concerns...

- Brown County manages the property and hence outlines specific guidelines in how it shall be maintained. These maintenance requirements may not be consistent with our maintenance standards.

Attachment: memo.FRT clearing (5142 : Consider maintaining Fox River Trail during the winter season.*)

- If the trail is damaged due to our maintenance, we shall be responsible for the cost of repairing.
- If there is an accident/injury on the trail related to the maintenance, the City would be the party held responsible, including holding the County harmless for any liability associated with the claim. Recreational immunity would not apply to the City since it neither owns, leases or occupies the trail.

Cost - Our Department of Public Works Director put together budgetary information on what it would likely cost to clear snow on the trail. The below information is based on his analysis.

24 snow events (based on average of past three years of snow removal operations)
 Trail length 4.00 miles (Approx. distance from Fox Point Boat Launch to Altmayer School)
 Estimate time to plow = 4 hours which includes plowing once and placing sand down
 Hourly labor/ equipment rate=\$88.76/hour (based on labor and equipment rates used for sidewalk snow removal)

Costs per event = \$88.76 * 4 hours = \$355.04

Estimated sand per event = 2.5 tons * \$14.75/ton = \$36.88

Season cost = (\$355.04 + \$36.88) * 24 events = \$9,406.08

- This cost does not include costs related to:
 - o Monitoring trail for drifting and or icy conditions.
 - o Cleaning/clearing sand from the trail after the winter season.
 - o Staff time and supplies for mixing salt/sand solution as it is not efficient and effective to use 100% sand due to freezing conditions of the sand.

Concern – In discussing the maintenance with Brown County, there is a requirement that salt cannot be used on the trail. In discussing this with our Street Superintendent, using strictly sand will not work because it freezes together. Salt needs to be mixed in with the sand so it does not freeze together. If we are not allowed to use salt in any way, it will not be realistic to use sand on the trail.

Staff Recommendation: In considering all aspects (snow removal priorities, staffing levels, liability, ownership, and cost to clear the trail), staff would not recommend clearing snow from the Fox River Trail. We would encourage the group spearheading this effort to fundraise and hire a contractor to remove the snow with the cooperation of Brown County.

Fox River Trail

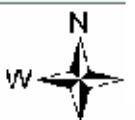


Attachment: Map.FRT (5142 : Consider maintaining Fox River Trail during the winter season.*)



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Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



09/28/2016

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City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Review and Approve revisions to Annual Boat Launch program.

Brown County Parks Department is asking the City to agree with the following changes to the Season Boat Launch Program.

- Annual Pass \$35
- Annual Pass (Senior - Ages 62 and older) \$30

Last year's annual pass cost was \$30 and Seniors did not receive a discount. Staff does not have any objection to the requested changes.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Review and Approve Pink Flamingo Donation*.

We have received a donation of \$1,000 from Pink Flamingo's to have the dugout floors replaced with concrete. While we attempted to find a contractor willing to do the work in 2016, it has not been successful as of yet. We are proposing accepting the donation and work in 2017 to have the work performed.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Review and Approve lease agreement with Humana for Sports Park.*

I have included a proposed amendment to the Humana Lease for the Sports Park property. Staff is recommending the approval of the amendment.

De Pere Baseball utilized the field last summer extensively, and has supported the continuation of the park.

ATTACHMENTS:

- Seventh Amendment to Lease - De Pere WI (DOC)

SEVENTH AMENDMENT TO LEASE

THIS AGREEMENT is executed this ____ day of _____, 2016 by and between CITY OF DE PERE, a Wisconsin Municipal Corporation ("City"), and HUMANA INSURANCE COMPANY, a Wisconsin corporation f/k/a EMPLOYERS HEALTH INSURANCE COMPANY ("Humana").

WITNESSETH

WHEREAS, pursuant to that certain Lease Agreement, City is currently leasing from Humana, 22 acres located at 1100 Employers Boulevard, City of De Pere, Brown County, Wisconsin, Humana desires to extend the Term of the Lease Agreement for a period of Twenty-Five (25) months, and the City has agree to such extension on the terms and conditions contained herein.

WHEREAS, the Lease made by and between the parties will expire on September 30, 2016, and the parties are desirous of extending the term thereof.

NOW, THEREFORE, for valuable and other good consideration, the receipt and sufficiency, of which is hereby acknowledged and the promises and covenants herein contained, it is mutually agreed as follows:

1. The above recitals are true and correct and are hereby incorporated in this Fourth Amendment as if set forth herein at length. Any and all capitalized terms not defined herein shall have the definitions set forth in the Lease.
2. The term of the Lease shall be extended for a period of Twenty-Five (25) months to commence on October 1st, 2016 and to expire on October 31st, 2018.
3. The Lease may be terminated by either party upon thirty (30) days written notice.
4. The City shall keep the park in good condition in accordance with the maintenance schedule contained in Exhibit A attached hereto.
5. All other provisions, terms and conditions of the Lease shall remain in full force and effect throughout the extension period as identified herein.

-- SIGNATURE PAGE TO FOLLOW --

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease and delivered this agreement as the date first above written.

AGREED AND ACCEPTED:

Witness:

HUMANA
HUMANA INSURANCE COMPANY
 A Wisconsin Corporation

 (As to Landlord)

 By: _____
 Its: _____

CITY
CITY OF DE PERE
 A Wisconsin Municipal Corporation

 (As to Tenant)

 By: _____
 Its: _____

EXHIBIT A
Maintenance Schedule

- General mowing – 1x/week
- Mowing of all ball fields – 1x/week
- Trimming – 1x/every two weeks
- Ball diamond grooming – 1x/week. Daily if active.
- Bathroom maintenance – 1x/week. Daily if active.

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Review and Approve Community Center Rental Request Until 1:00 am.

Please find attached a rental request to extend their hours until 1:00 am at the De Pere Community Center. The rental is scheduled for Friday, December 9, 2016 and the renter is requesting the extra time after midnight for clean up purposes.

ATTACHMENTS:

- 20160926095733044 (PDF)

To Whom It May Concern,

Please accept this letter as a request to extend Pine Room rental hours at the DePere Community Center to 1:00am on Saturday 12/10/16.

On Friday 12/9/16 at 7:00pm I am hosting a surprise party for Phil Danen in the Pine Room. 12/9 is the eve of his 50th birthday and I'd like to present and serve his cake around midnight. A 1am end time provides additional time for cleanup and item removal.

Feel free to call or email me with any questions.

Thank you,

Jessie LaRock

Jessie.larock@gmail.com

920-664-9264

Attachment: 20160926095733044 (5162 : Review and Approve Community Center Rental Request Until 1:00 am.)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Review and Approve Recreation Division 2016 3rd Quarter Report

Please find attached the Recreation Division 2016 3rd Quarter Report for review and approval. Thank you.

ATTACHMENTS:

- 3rd.quarter (XLSX)
- 2016 3rd Quarter (DOC)

FACILITY USAGE

	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
Paid Rentals	34	23	16	20	14	24	16	15	10			
Non-Paid Rentals	17	19	25	20	32	10	8	11	10			
Recreation Programs	229	263	251	233	197	226	190	183	233			

(includes P&R, CC)

Total Room Use	280	305	292	273	243	260	214	209	253	0	0	0
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Percentage Used	181%	218%	188%	182%	157%	173%	138%	135%	169%	0%	0%	0%
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(percents over 100 reflect rooms rented more than once on a given day)

Rental Revenue	\$3,832.24	\$2,695.24	\$2,461.12	\$2,405.00	\$2,123.00	\$3,795.00	\$3,115.00	\$3,375.00	\$1,490.00			
Program Revenue	\$9,327.22	\$32,987.25	\$24,914.00	\$48,038.99	\$27,590.60	\$24,389.71	\$28,695.47	\$27,111.51	\$16,402.34			
Aquatics Revenue	\$787.56	\$1,177.38	\$758.59	\$15,589.92	\$13,727.92	\$58,332.05	\$11,188.22	\$1,100.10	\$644.00			
Adult Leagues Rev.	\$153.00	\$0.00	\$20,898.00	\$1,476.00	\$2,454.00	\$79.00	\$890.00	\$2,853.00	\$29,114.00			
Contractual Revenue	\$237.00	\$237.00	\$237.00	\$237.00	\$237.00	\$237.00	\$237.00	\$237.00	\$237.00			

(County Rent)

Equipment/Storage & Miscellaneous Revenue	\$138.06	\$103.87	\$75.37	\$91.81	\$110.12	\$105.37	\$122.10	\$127.87	\$76.37			
TOTAL REVENUE	\$14,475.08	\$37,200.74	\$49,344.08	\$67,838.72	\$46,242.64	\$86,938.13	\$44,247.79	\$34,804.48	\$47,963.71	\$0.00	\$0.00	\$0.00

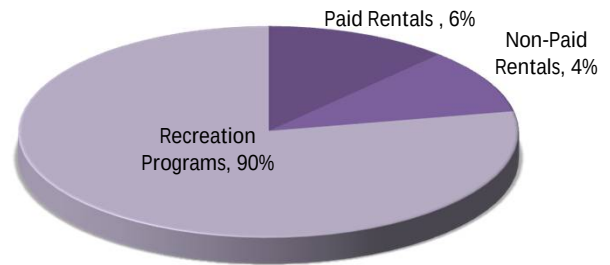
2016 TOTAL REVENUE (to date)

\$429,055.37

3rd Quarter 2016 - Individual Room Usage

ROOM	Program Usage	Rental Usage
Pine Room	110	16
Oak Room	18	26
Hickory Room	107	2
Spruce Room	256	16
Maple Room	17	10
Lounge	98	N/A
Total Usage	606	70

3rd Quarter 2016 Facility Usage



NOTE: Total revenue brought in to date is \$429,055.37. The total amount of revenue budgeted for Recreation and Community Center is \$503,125, so hopefully we finish strong during our 4th quarter. A slight shortfall is anticipated due to the fact that higher administration had accounted for concession revenue twice and the implementation of 5% increases which may have had an adverse affect on revenues. We have also seen a decline in non-residents signing up for programs along with overall participation numbers and some classes getting canceled due to low enrollment numbers. Summer Softball and Kickball Leagues declined by 13 teams overall which had a major impact on revenues. 3rd Quarter Revenue broke down as follows: \$72,209.32 in program revenue, which includes all instructional recreation programs and activities overseen by CC staff & the Recreation Supervisor; \$12,932.32 brought in for aquatics revenue, which includes concession sales and daily ticket sales, swim lessons and swim passes; \$32,857 in adult leagues revenue, which is mainly Fall Softball and Adult Basketball team and player registrations; rental, contractual, equipment/storage & miscellaneous revenue totaled \$9,017.34. Rental revenue is down by \$2,106 compared to last year's 3rd quarter which is disturbing, seeing the worst numbers in September. However, last year at this time we had a church group that rented 2 rooms per week which normally would have brought in an additional \$2,500+, so technically when comparing rentals outside of the church group we brought in more money this year than last year. Perhaps high fees and a new Community Center built in our neighboring community of Ashwaubenon could be impacting our rentals as well. Staff will keep a pulse on this and see how we can help market our Community Center better. This quarter brought in a total of 70 paid rentals, which is 12 more rentals than last quarter. The Oak, Pine & Spruce rooms were the utilized the most for paid rentals while the Spruce Rm. ranked the highest in program usage due to many senior groups meeting there. The Pine Rm. ranked second for program usage with the Hickory Rm. coming in a close third. These are two rooms where primarily many youth activities and exercise classes are held.

Paid Rentals	6%	4%
Non	4%	2%
	90%	28%
	100%	



City of De Pere

600 Grant St.
De Pere, WI 54115
Phone: 920-339-2471
Fax: 920-339-6348

Paula Rahn
Recreation Superintendent
prahn@mail.de-pere.org
www.de-pere.org

2016 Community Center 3rd Quarter Report

- Closed Legion and VFW Pools for the summer on Sunday, August 21st. Pool revenue increased by 7% this year.
- Wrapped up summer recreation programs and adult leagues, summer park playground program, summer day camp & held numerous special events. Special events included four Ice Cream Socials, four Kids' Nights Out to Rule the Pool, two Tye Dye Fun Nights, a new Swim-N-Cinema event, the Summer Carnival and a Senior Citizen's Picnic. An additional Summer Reader Program was offered at Patriot Park with cooperation from the WDP School District. This coincides with our current Summer Reader Programs offered at Optimist and Legion Parks. Summer Playground registration increased from 84 in 2015 to 137 in 2016, which was a 64% increase! Kudos to the playground staff for their efforts at the parks.
- New programs offered this quarter included: Henna Body Art, Oodles of Art, Canvas Painting with a Kick, Super Hero Training Camp, Princess Camp, Thursday Youth Dance, Saturday Pom & Dance for 6th-9th graders, Free Fitness Preview Days, Yoga Strength, Family Yoga, Chair Flow Yoga, and Recess Revolution. 50% of the classes offered went.
- Numerous workshops and clinics were held in July & August with good numbers. Free preview days were held for all of our fitness classes with the intent to help increase participation numbers. This worked really well!
- Hired temporary part-time office assistant to fill in the gap until the position is filled permanently. Keith is currently a SNC student and has done a terrific job for us. Staff reviewed applications for part-time office assistant position and set up interviews for October. Staff also hired for the following part-time seasonal positions: Kidz Zone, Youth Activity instructors, Assistant Pom, Dance & Tumbling instructors, substitute Fitness instructors, Flag Football Officials, Basketball Officials & Scorekeepers.
- Completed 2017 budgets for Community Center, Recreation and Aquatics along with fee recommendations. Revised the Community Center and Recreation budgets combining all of recreation into one budget and primarily leaving the CC budget focused on facility operations and rentals.
- Fall adult softball is running at VFW Park with 9 teams (1 more team than last year); accepted 48 teams in our Adult Basketball League which starts in October. Revised the Youth Flag Football Program and saw an increase of 80 participants (38% increase). Staff was busy accepting class registrations and preparing for the start of all Fall programs.
- Summer Day Camp completed its 9th year. 732 seats were filled of the available 764 seats (49 more than last year)! Some campers participated in swimming lessons during camp time. The Brown County Bookmobile visited west side of camp 4 times during the summer while the east side participated in the Super Summer Reading Program at Legion Pool on Tuesdays. The East side ran for 9 weeks to compensate for the Unified District's late last day of school date. Next year school starts after Labor Day so will be looking at 10-11 weeks of camp possibly ending August 18. Both sides of camp had approximately 45-50% of campers participate in summer school classes.
- Kidz Zone has several new families this year; many are from Our Lady of Lourdes. This year we started with 32 participants, which is right on target as we ended the school year with 31 participants. Our Lady of Lourdes (GRACE System Calendar) has a few different early release days/days off from the West De Pere calendar. They are being very gracious about letting us hold Kidz Zone at OLOL on those days. The first early release day was September 23rd, which was for West De Pere District students. The collaborative agreements with the Unified School District and Our Lady of Lourdes School/Parish are up for review and renewal. Each entity has requested one year renewals. Staff will be working on getting new and updated agreements in place over the upcoming months.
- Sold a total of 835 discounted tickets this year through the WPRA Ticket Program, which is up by 115 tickets from last year! The department made \$628 by participating in this program.
- Started working on the new Winter/Spring 2016-17 Brochure and completed Profit/Loss Reports for summer programs.
- Participated in the videotaping of the Mayor's Corner highlighting the Community Center and Recreation Programs.
- Trained on new maintenance software for building maintenance requests.

During the 4th quarter, staff will continue to oversee fall recreation classes, special events & workshops; finalize design of Winter/Spring brochure now with ads and postcards and work with MMC distributing postcards to all City of De Pere households; enter all winter & spring classes into ActiveNet and Access; accept registrations; interview, hire and train new part-time office assistant; revise ADRC contract; attend WPRA Conference; order costumes/supplies for pom, dance and twirling classes; hold Kids Day Out Camps; cover classes in absence of Activity Coordinator; determine 2017 Summer Camp themes & design/publicize flyers for summer day camps; hold parties and special events for the holidays; complete P/L's for fall programs; prepare for seasonal hiring process; bring forward cooperative agreements with the school districts for approval; increase fees by 5%, update information and notify user groups for increased rental/storage fees; start performance review process.

Respectfully submitted by:

Paula Rahn, Recreation Superintendent

Attachment: 2016 3rd Quarter (5207 : Review and Approve Recreation Division 2016 3rd Quarter Report)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Review and Approve Quarterly Report for Ice Arena.

ATTACHMENTS:

- Ice Arena (PDF)

DePere Ice Arena

End of 2016/First Quarter 2016-17

Enclosed is payment for end of the year 2016, and a financial report for May 31, 2016. There was an overpayment last year after our audit, so 2016 payment has been adjusted to reflect that.

The ice arena has been closed again for the summer as we continue to try and get the frost out of the ground under the header pipe. Oct. 1 DePere Ice Arena reopens for the season. All the locker rooms have been repainted and the shower room floors resurfaced over the summer. Benches in the locker rooms have also been refinished over the summer along with some cosmetic changes to the ceilings that had water damage from the years that the roof was leaking.

Live Barn has also now been installed in the DePere Ice Arena, so all activities there are being streamed live on the internet. There is a fee for the service for the users, we also have it installed at the Cornerstone, so parents and grandparents will be able to stream games on all 4 sheets, plus a multitude of other arenas across the United States and Canada.



City of De Pere

Y20 339-4000

SLCH: 00114466 10/10/2016 12:40 PM
OPER: MSC YENN: CDS
REFN: 1423

TRAN: 999.0000 MISCELLANEOUS

Quarter Payment

ICE CENTER

6,086.99

TENDERED: 6,086.99 CHECK

APPLIED: 6,086.99-

CHANGE: 0.00

4:11 PM

09/27/16

Accrual Basis

De Pere Ice Arena
Profit & Loss
 June 2015 through May 2016

	Jun '15 - May 16
Ordinary Income/Expense	
Income	
4003 · Advertising Revenue	382.50
4004 · Figure Skating	65,420.03
4004b · Kick-Synch	11,050.00
4005b · Ice Rental-Deacons	8,938.07
4007 · Ice Rental-Private	
4007i · De Pere High School	25,060.83
4007j · DePere Youth Hockey	50,333.33
Total 4007 · Ice Rental-Private	75,394.16
4007a · Non Contracted Ice	4,669.50
4008 · Ice Rental-SNC	6,715.00
4011 · Men's League	9,832.93
4012 · Misc	6,562.50
4013 · Open Skate/Open Hockey	674.28
4016 · Vending	21,431.33
Total Income	211,070.30
Expense	
5000 · Building Expense	
5000a · Repairs and Maintenance	15,641.41
5004 · Service Contracts	6,802.52
5005 · Zamboni	973.09
Total 5000 · Building Expense	23,417.02
5001 · Insurance Expense	14,400.00
5300 · Office Expense	
5300a · Bank Service Charges	130.20
5300d · Office Supplies	520.00
5300f · Telephone Expense	2,333.28
5300 · Office Expense - Other	452.34
Total 5300 · Office Expense	3,435.82
5400 · Payroll	
5400a · FICA Employer	4,121.92
5400c · Medicare Expense	996.05
5400d · Regular Earnings	32,214.64
5400e · Salaries	34,275.80
5400g · Payroll Processing Fees	650.00
Total 5400 · Payroll	72,258.41
5500 · Program Expense	
5500a · Advertising and Promotion	300.00
Total 5500 · Program Expense	300.00
5600 · Utilities	59,692.72
5700 · Vending Expense	10,086.96
6000 · Depreciation Expense	12,710.89
Total Expense	196,301.82
Net Ordinary Income	14,768.48
Other Income/Expense	
Other Expense	
7000 · Split with City of De Pere	7,384.24
Total Other Expense	7,384.24
Net Other Income	-7,384.24
Net Income	7,384.24

4:17 PM

09/27/16

Accrual Basis

De Pere Ice Arena
Balance Sheet
 As of May 31, 2016

	May 31, 16
ASSETS	
Current Assets	
Checking/Savings	
1015 · Nicolet Bank	33,818.22
Total Checking/Savings	33,818.22
Other Current Assets	
1300 · Prepaid Expenses	3,760.70
Total Other Current Assets	3,760.70
Total Current Assets	37,578.92
Fixed Assets	
1600 · Equipment	79,104.23
1610 · Accumulated Depreciation	-35,363.45
Total Fixed Assets	43,740.78
TOTAL ASSETS	81,319.70
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	2,090.30
Total Accounts Payable	2,090.30
Other Current Liabilities	
2105 · Sales Tax Payable	268.50
2701 · Payable to/(Receivable fr) BCIM	7,529.55
2702 · Payable to City of De Pere	6,086.99
Total Other Current Liabilities	13,885.04
Total Current Liabilities	15,975.34
Total Liabilities	15,975.34
Equity	
3900 · Unrestricted Net Assets	57,960.12
Net Income	7,384.24
Total Equity	65,344.36
TOTAL LIABILITIES & EQUITY	81,319.70

4:13 PM

09/27/16

Accrual Basis

De Pere Ice Arena
Transactions by Account
 As of May 31, 2016

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
2702 · Payable to City of De Pere								19,850.75
Check	07/08/2015	1327	City of De Pere	14/15 fiscal y...		1015 · Nicolet ...	-21,148.00	-1,297.25
General Journal	05/31/2016	571		record 15/16 ...		7000 · Split wit...	7,384.24	6,086.99
Total 2702 · Payable to City of De Pere								6,086.99
TOTAL								6,086.99

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider changes to Tree Specification Manual.

ATTACHMENTS:

- Memo.tree standards (DOC)
- Tree Standard Summary (XLSX)
- DSCN1550 (JPG)
- DSCN1554 (JPG)
- DSCN1555 (JPG)
- DSCN1557 (JPG)
- DSCN1564 (JPG)
- DSCN1567 (JPG)
- DSCN1570 (JPG)
- DSCN1574 (JPG)
- DSCN1580 (JPG)
- Manual.requested changes (PDF)
- DSCN1587 (JPG)
- DSCN1601 (JPG)
- IMG_0680 (JPG)



Memorandum

To: Park Board

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Tree Manual Standards - Revisions

Date: October 27, 2016

At the request of Alderperson Jennings, we have investigated the potential of changing some of the requirements in our Tree Specification Manual. The Tree Specification Manual assists our City Forester in appropriately administering the planting of trees in the right of way. I have included a fair amount of information on this topic, which will include this memo, table summarizing other community requirements, Alderperson Jennings requests, and various photographs. Below is a condensed summary of the requested changes in this memo.

Item #1 – Requested change to Tree Planting Standards III.C.1. – Street trees shall be planted 50’ in either direction from the corner of intersecting sidewalks.

- Alderperson Jennings has requested a change to 30’ from street intersection.

Summary – While investigating this topic with other communities, there is no clear cut majority in how it is handled. Communities vary from 25’ to 60’, and many communities have variable distances based on if it’s an “approaching” corner or a “non-approach” corner. Our City Forester recommends not changing this standard, however because the trees are really a “traffic” related issue I asked for the opinion of our Public Works Director and his staff. He stated the following. “If you want to go with one set back that would work with all classifications of streets within the City I would stick with the current standard of 50 feet. If you want to go with varying standards based on classification (ie. Arterial, collector, etc...) you could go with 25 feet for low volume residential streets and 50 feet for higher volume streets such as arterial streets.”

Item #2 – Requested change to Tree Planting Standards III.C.3 – Street trees shall be planted a minimum of 10’ from a driveway or carriage walk.

- Alderperson Jennings has requested a change to 5’ from a driveway.

Summary – While investigating this topic, a majority of communities maintain a 10’ minimum distance from driveways and/or carriage walks. A main reason for this, as trees grow and mature their root system and trunk expand. The roots and trunk have a much greater ability to cause problems for a driveway the closer they are planted. In addition, the City currently has taken the position they will pay for all damage caused by terrace trees. Planting trees closer to driveways will certainly cause future expenses to go up for the City in replacing damaged infrastructure.

Item #3 – Requested change to Tree Planting Standards III.C.7 – Street trees shall be planted a minimum of 10' from adjacent property lines.

- Alderperson Jennings has requested a change to 5' from property lines.

Summary – A number of communities do not have criteria when planting by property lines. The City Forester stated, this is likely because technically the City owns the right of way. That being said, the distance from the so-called property line is more of preventative issue with home owners. While one home owner may not like trees, the other does. The closer a tree is planted to a property line, the more it impacts each piece of property. Our City Forester has indicated this requirement could change to 5' as conflicts are few and far between.

Item #4 – Requested change to Tree Planting Standards III.F – Spacing: All small trees will be planted a minimum of 30' apart. Medium trees will be spaced a minimum of 30-35' apart and large trees will be spaced a minimum of 35'-40' apart. Greater spacing may be needed depending on each species of mature form.

- Alderperson Jennings has requested reducing the spacing by 5'.

Summary – Many communities have a similar spacing requirement as the City of De Pere. Our City Forester is recommending not changing the distant requirement. He states the following:

- The standard helps to keep the crowns of the trees at a manageable distance from other terrace and private trees, and allows the crown to more fully mature to natural size.
- Helps allow for more root growth in the trees.
- Trees in closer proximity would increase the amount of conflict with surrounding infrastructure.

Tree Planting Standards (Comparison)

Standards	De Pere	Allouez	Howard	Appleton	Neenah	Green Bay
Distance from Intersection	50' (from sidewalk)	40' (curb - approach side)	40' (curb)	60' (curb - approach) side)	30' (curb)	50' (curb)
Driveway/Carriage Walk	10'	10'	10'	10'	10'	NA
Property line	10'	NA	NA	NA	NA	NA
Large Tree spacing	35'-40'	50'	30'-50' (varies by tree)	40'-60' (varies by tree)	30'-50' (varies by tree)	NA
Medium Tree spacing	30'-35'	40'	30'-50' (varies by tree)	40'-60' (varies by tree)	30'-50' (varies by tree)	NA
Small Tree spacing	30'	30'	30'-50' (varies by tree)	40'-60' (varies by tree)	30'-50' (varies by tree)	NA

10.05.2016 09:07





Attachment: DSCN1554 (5228 : Consider changes to Tree Specification Manual.)

10.12.2016 09:39



10.12.2016 09:40



10.12.2016 09:42



Attachment: DSCN1564 (5228 : Consider changes to Tree Specification Manual.)

10.12.2016 11:15



Attachment: DSCN1567 (5228 : Consider changes to Tree Specification Manual.)

10.12.2016 11:25



Attachment: DSCN1570 (5228 : Consider changes to Tree Specification Manual.)

10.12.2016 11:28



Attachment: DSCN1574 (5228 : Consider changes to Tree Specification Manual.)

10.12.2016 11:35



10.12.2016 11:40

Why review tree spacing guidelines?

- De Pere is a Tree City with good reason:
- A 20 year old parkway tree annually provides \$96 of benefit but costs only \$36.
- Some of the benefits noted include higher property values, energy savings and improved stormwater management.
- Trees signal a residential area and drivers naturally slow down.
- In summary, more trees are better.

Department of Agriculture
Forest Service
Northwestern Zone
State and Private Forestry
Newport Spaine, TN
August 2000
Apl-00-11-00



Trees Pay Us Back

Properly cared for, they are valuable and growing assets worth three times the investment.



... healthy people.¹

- One hundred trees remove
- 53 tons of carbon dioxide per year.
- 430 pounds of other air pollutants per year.

... healthy communities.²

- Tree-filled neighborhoods
- lower levels of domestic violence.
- are safer and more sociable.

... healthy environment.³

- One hundred mature trees catch about 139,000 gallons of rainwater per year.

... homeowner savings.⁴

- Strategically placed trees save up to 56% on annual air-conditioning costs.
- Evergreens that block winter winds can save 3% on heating.

... better business.⁵

- In tree-lined commercial districts, shoppers report
- more frequent shopping.
- longer shopping trips.
- willingness to pay more for parking.
- willingness to spend 12% more for goods.

... higher property values.⁶

- Each large front yard tree adds 1% to the house sales price.
- Large specimen trees can add 10% to property value.

One healthy public tree in its 20th year after planting⁷

Benefits	\$96
Costs	\$36
Annual net benefit	\$60

One hundred trees

Benefits	
Costs	
40-year net benefit	

"Trees Pay Us Back" –City Forestry Page

¹McPherson, R.G., Simpson, J.R., Pope, P.J., Moss, S.J., Gauthier, S.J., Grant, S.E., Knox, Q. 2003. Address community tree goals: benefits, costs, and energy planning. OA-TP-03-06, Newswise Square, PA. U.S. Department of Agriculture, Forest Service, Northeast Area State and Private Forestry. Use the last page of this brochure for more information.

²Gellison, W.C. & Kim, P.E. 1996. Do trees strengthen urban communities, reduce domestic violence? *Arboreal Notes* 3: 20-24.

³Ward, E.L. 1990. Nature and communities: better savings in business districts. In: Kelle, C., ed. *Shocking Cities of Green: Proceedings of the 1990 National Urban Forest Conference*. Washington, DC: American Forests, 36-39.

⁴Anderson, L.M., O'Neill, R.L. 1988. Residential property value impacts by landscaping with trees. *Southern Journal of Applied Forestry* 12: 145-150.

⁵Nash, D. ed. 1988. *Visitors of landscape trees, streets, and other places*. The ed. Urbana, IL: International Society of Arboriculture.



My street would have ½ the trees

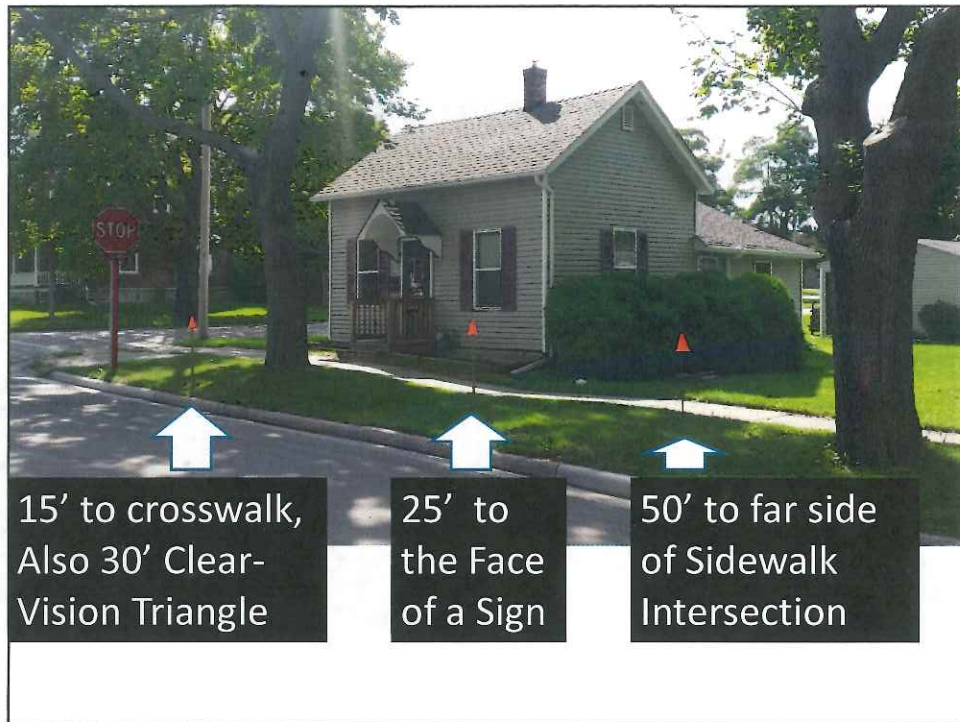
Arboricultural Specifications Manual (ASM) Tree Placement Guidelines:

Generally all street trees shall be planted midway between the sidewalk and curb, following all guidelines listed below:

1. 50' in either direction from the corner of intersecting sidewalks
2. 20' from a street light
3. 10' from a driveway or carriage walk (Note: I looked up what a carriage walk is, and it is any walkway from the sidewalk out to the curb.)
4. 10' from a fire hydrant
5. 15' from man holes in terrace
6. 10' from underground utility valves and t's
7. 10' from adjacent property lines
8. 25' from an approaching sign (front of sign)
9. 10' from a non-approach sign (back side of sign)

Also: *All small trees will be planted a minimum of 30' apart. Medium trees will be spaced a minimum of 30' – 35' apart and large trees will be spaced a minimum of 35'-40' apart. Greater spacing may be needed depending on each species mature form.*

Aside from the ASM rules, the city ordinances require a 30 foot clear vision triangle at intersections where no trees or shrubs over 30 inches may be placed, no trees within 20 feet of a street intersection (looser than the forester's rules, and trees must be placed at least 40 feet apart. (There are some discrepancies between the ASM rules and the ordinances).





Suggestions to improve placement

- Eliminate the 50' to Sidewalk
- Use the 30' Clear Vision Triangle as a minimum.
- Apply the 25' to Sign Face if applicable.
- Reduce the 10' to Driveways & Property Lines to 5'.
- Eliminate the Carriagewalk restriction.
- Consider reducing tree spacing by 5-10'

So what do I hope to achieve?



Streets should look like this! If we can put a green roof on city hall... we can handle a few more trees.

Arboricultural Specifications Manual (ASM) Tree Placement Guidelines (Suggested MARK-UP):

Generally all street trees shall be planted midway between the sidewalk and curb, following all guidelines listed below:

1. ~~50'~~ *in either direction from the corner of intersecting sidewalks* 30' from street intersections to maintain the 30' Clear Vision Triangle
2. 20' from a street light
3. ~~5'~~ ~~10'~~ from a driveway ~~or carriage walk~~
4. 10' from a fire hydrant
5. 15' from man holes in terrace
6. 10' from underground utility valves and t's
7. ~~5'~~ ~~10'~~ from adjacent property lines
8. 25' from an approaching sign (front of sign)
9. 10' from a non-approach sign (back side of sign)

Also: All small trees will be planted a minimum of 30' apart. Medium trees will be spaced a minimum of 30' – 35' apart and large trees will be spaced a minimum of 35'-40' apart. Greater spacing may be needed depending on each species mature form. **Please consider reducing these distances by 5-10'.**

Aside from the ASM rules, the city ordinances require a 30 foot clear vision triangle at intersections where no trees or shrubs over 30 inches may be placed, no trees within 20 feet of a street intersection (looser than the forester's rules, and trees must be placed at least 40 feet apart. (There are some discrepancies between the ASM rules and the ordinances).

Additional Resources:

- Street Trees and Intersection Safety Study
<http://www.uctc.net/research/papers/768.pdf>
- Minneapolis Cost-Benefit Analysis of Trees
<http://na.fs.fed.us/urban/treespayusback/vol2/Minneapolis%20Benefit-Cost%20Analysis.pdf>
- The USDA's "Trees Pay Us Back"
<http://na.fs.fed.us/urban/treespayusback/vol2/index.html>



Attachment: DSCN1587 (5228 : Consider changes to Tree Specification Manual.)

10.12.2016 12:19



10.12.2016 12:58



City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Approval of the Draft 2017 ADRC Agreement.*

Staff is requesting approval of the draft agreement with the Aging and Disability Resource Center in regards to administering the Nutrition Program. Our current contract covers 2016-17 however, both parties have mutually agreed to end the current contract as of December 31, 2016 and wish to enter into a new agreement for 2017. In the new draft of the agreement, the main difference is that the ADRC will employ a staff person 15-20 hours per week, who will no longer be employed by the City, thus the ADRC will no longer provide 50% reimbursement to the City for half of Senior Program Coordinator's salary and benefits. The ADRC will assume all responsibilities associated with administering the nutrition program and will continue to reimburse the City for associated rental obligations.

As a result, beginning in 2017 the Senior Program Coordinator's position will go down to a .5 FTE. The position will be responsible for administering programs and events for seniors as well as oversee the Summer Park Playground Program. The initial draft of this agreement has been reviewed by the City Attorney and currently is being reviewed by the Corporate Counsel of the ADRC.

Thank you for your time and consideration.

ATTACHMENTS:

- ADRC 2017 DePere Contract DRAFT Clean 10-17-16 (2) (PDF)

___ Agency Copy

___ Provider Copy

**2017 AGREEMENT BETWEEN
AGING & DISABILITY RESOURCE CENTER OF BROWN COUNTY, INC.
AND
CITY OF DE PERE**

This Agreement is made and entered into this 1st day of January 2017 by and between the Aging & Disability Resource Center of Brown County, Inc. ("ADRC"), a private, non-profit corporation organized and existing under the laws of the State of Wisconsin, with its principal place of business located at 300 South Adams Street in Green Bay, Wisconsin 54301 and the City Of De Pere ("City"), a Wisconsin municipality in Brown County with its office located at the De Pere Community Center, 600 Grant Street, De Pere, Wisconsin 54115.

WHEREAS, among other programs for residents of Brown County ("County") who are 60 years of age or older, adults with disabilities and their caregivers, the ADRC administers the Nutrition Program, under Title 45 CFR Part 1321 of the Older Americans Act ("Act") according to the Wisconsin Aging Network Manual of Policies, Procedures and Technical Assistance; and

WHEREAS, the City, is committed to providing said Services to its older citizens and partnering with the ADRC to assure that nutrition and socialization opportunities are available.

NOW, THEREFORE, upon consideration of the mutual promises and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **TERM OF AGREEMENT:** It is agreed among the parties that this Agreement shall become effective January 1, 2017 and shall expire on December 31, 2017 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement may be renewed with the mutual consent of the ADRC and the City for consecutive terms of one year ("Renewal Term(s)") not to exceed four (4) additional years.
2. **ADRC'S DUTIES AND RESPONSIBILITIES:** It is agreed among the parties that the ADRC's duties, responsibilities and obligations hereunder are as follows:
 - A. Establish and continue the programs in the City's facility while adhering to all regulations, policies and procedures of the Older Americans' Act.
 - B. Appoint and employ, for fifteen to twenty (15-20) hours per week, a Dining Site Assistant, who shall be responsible for managing nutrition related programs at the City's facility, located at the De Pere Community Center, 600 Grant Street, De Pere. Major responsibilities include:
 - i. Organizes, supervises, coordinates and monitors the operations of the dining site.
 - ii. Ensures dining site is welcoming and supportive of participants.
 - iii. Ensures food handling and service meets *Serving Safe Food* guidelines.
 - iv. Recruits, orients and supports volunteers to assist at the dining site.
 - v. Records and submits monthly volunteer hours.
 - vi. Maintains accurate participation records and other program documentation.
 - vii. Supports and mentors senior aides, WISE workers, volunteers, etc. at the dining site.

Attachment: ADRC 2017 DePere Contract DRAFT Clean 10-17-16 (2) (5238 : Approval of the Draft 2017 ADRC Agreement.*)

- viii. Ensures that meal participants have the opportunity to contribute and that contributions are handled according to federal and agency policies.
 - ix. Plans and organizes opportunities for education, wellness and socialization at the dining site in collaboration and coordination with the City's staff.
 - x. Ensures that nutrition education is provided at dining site.
 - xi. Maintains adequate and accurate inventory of supplies.
 - xii. Participates in the planning and goal-setting efforts of ADRC.
 - xiii. Participates as a team player to further agency goals.
- C. Pay annual rent totaling \$2,840 for the use of the facility to be paid on a quarterly basis of \$710 per quarter, for 2017. Such rent is subject to yearly increase provided City notifies ADRC of any increase no later than May 31st of the year preceding the proposed increase and such increase does not exceed 3% increase in any given year.
- D. Provide insurance and indemnification as provided in Appendix A.1 and A.3.
- E. Comply with the Community Center Users Guide not otherwise covered in this Agreement.
- F. Provide the disposable supplies, heated delivery bags and on-site kitchen warming units for the Nutrition Program. Provide repairs or replacement of such items when deemed necessary.
- G. ADRC employees employed at the City's facility shall retain keys to areas located on the lower level for administration related to the Nutrition Program.
3. CITY'S DUTIES AND RESPONSIBILITIES: It is agreed among the parties that the City's duties, responsibilities and obligations hereunder are as follows:
- A. Provide adequate facility, including shared office space with access to locked cabinet at the De Pere Community Center, 600 Grant Street, De Pere for purposes of operating a Nutrition Program that complies with all applicable federal, state and local standards and regulations.
 - B. The above facilities will be available for meals from 9:00 AM - 1:00 PM, Monday through Friday, with the following exceptions: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and other days mutually agreeable to the ADRC and City. Note that if the public school district closes their schools due to inclement weather, dining site(s) in that district will not serve meals or deliver homebound meals.
 - C. Provide an adequate and sufficient number of tables, chairs and serving facilities for the Nutrition Program.
 - D. The City will furnish the basic supplies for the program which are not provided by the catering service (i.e. salt/pepper shakers, cream dispensers, coffee makers, coffee carafes, water pitchers, silverware trays, garbage bags and hand soap, etc.).
 - E. Provide use of secure office space including: a lockable drawer with limited access for storing dining site donations of cash or check, telephone, fax, computer and internet. Keys to locked and secure areas will be provided.

- F. Provide access to an area served by water.
 - G. To the greatest extent feasible, provide snow removal and salting prior to 9:00 AM.
 - H. Provide secure and adequate storage area for program supplies.
 - I. Agree to meet state and federal service standards as expressed by state and federal laws applicable to the Services covered by this Agreement.
 - J. Agree to promptly notify the ADRC whenever it is unable to comply with applicable state and federal laws.
 - K. Furnish the ADRC with certificates of insurance to demonstrate that it has procured the required insurance.
4. AGENTS, EMPLOYEES AND REPRESENTATIVES OF ONE PARTY NOT AGENTS OR EMPLOYEES OF OTHER PARTY: The parties to this Agreement specifically intend, agree and understand that no relation of employer-employee is created by this Agreement. No agent, employee, representative or contractor of the one party shall be or shall be deemed to be the agent, employee, representative or contractor of another party hereto.
5. INDEMNITY AND INSURANCE REQUIREMENTS: See Appendices A-1, A-2 and A-3.
6. AMENDMENT, ASSIGNMENT: This Agreement may be amended from time to time upon mutual written agreement of the parties hereto and as may be required by applicable state and federal agencies and regulations.
- No party hereto shall have the right to assign this Agreement or any part hereof to any person, firm or corporation, without the written consent of the other parties, which written consent may not be arbitrarily withheld.
7. TERMINATION: This Agreement may be terminated during its Initial Term or during any Renewal Term thereafter by the mutual consent of the parties hereto. Alternatively, any party may terminate and cancel this Agreement during its Initial Term or during any Renewal Term thereafter by giving sixty (60) days written notice to the other parties of such termination and cancellation. In addition, any party may terminate and cancel this Agreement, if the other party fails to comply with the terms and conditions of this Agreement, by giving fifteen (15) days written notice to the other parties of such default.
8. FORCE MAJEURE: If the performance of any part of this Agreement is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other party indicating the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said notice of the Force Majeure Event, this Agreement may be terminated by giving written notice.

9. **NOTICE:** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

CITY OF DEPERE at:
 Paula Rahn
 Recreation Superintendent
 600 Grant Street
 De Pere, WI 54115
prahn@mail.de-pere.org
 (920) 339-2471

ADRC at:
 Christel Giesen
 300 South Adams Street
 Green Bay, WI 54305-3600
Giesen_cd@co.brown.wi.us
 (920) 448-4297

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" or Email and deemed delivered upon receipt by the addressee. Either party may change the above contact information by giving the other party notice of the same at any time.

10. **VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the ADRC and City shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Agreement and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
11. **NON-DISCLOSURE:** For the purposes of this Contract, the parties agree to the following definitions.
- Discloser** - The term "Discloser" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.
- Recipient** - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.
- Sensitive and/or Confidential Information** - The term "Confidential Information" as used herein means:
- Applications for services
 - Identity of customers
 - Any other financial information regarding the ADRC, Brown County or its customers in the application for services.

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise

comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;

- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37.

CITY agrees to maintain the confidentiality of all information specifically designated herein as sensitive or confidential information unless withholding the same would violate the law or create a risk of significance to the public.

12. CONFLICT OF INTEREST:

- A. Interest in Agreement - No officer, employee or agent of the ADRC who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect in this Agreement.
- B. Interest of Other Local Public Officials - No member of the governing body of the ADRC, who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
- C. Interest of Corporation and Employees - If the City is aware or becomes aware that any person described in Sections 12, A. or B. of this Agreement has any personal financial interest, direct or indirect, in this Agreement, the City shall immediately disclose such knowledge to the ADRC. The City further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The City further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed or subcontracted.

13. SEVERABILITY: The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

14. CONSTRUCTION: All parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

15. SIGNATURE AUTHORITY: The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Agreement.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the ADRC and the City with respect to the subject matter hereof and there is no other or further written or oral understandings or agreements with respect hereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized representatives of the ADRC, Agent and Principal.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their respective duly authorized representatives on the date first above written.

CITY OF DEPERE

Michael J. Walsh, Mayor

Date

AGING & DISABILITY RESOURCE CENTER
OF BROWN COUNTY, INC.

Marvin Rucker, Chairperson

Date

Devon Christianson, Director

Date

CITY OF DEPERE
LISTING OF APPENDICES

- Appendix A (1) - Indemnity and Insurance Requirements
- Appendix A (2) - City Insurance Certificate
- Appendix A (3) - ADRC Insurance Certificate

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APPENDIX A (1)
INDEMNITY AND INSURANCE REQUIREMENTS

Hold Harmless

Each party hereby agrees to release, indemnify, defend and hold harmless the other, including their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement as a result of negligence or intentional malicious actions of the party or by its officers, officials, employees, agent or assigns. The parties do not waive, and specifically reserve their right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Chapter 893, Wisconsin Statutes and related statutes.

Insurance Requirements

Each party shall provide and maintain at their own expense during the term of their agreement, insurance policies covering its operations hereunder. Such insurance shall be provided by insurer(s) authorized to conduct business in the State of Wisconsin.

Neither party shall commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a representative of the other party, nor shall either party allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a representative of the other party.

Explanation of Insurance Requirements

Each Party shall maintain the following types of insurance in the amounts at least equal to those specified.

Worker's Compensation Insurance, in compliance with the laws of the State of Wisconsin and its statutory limits with Employer's Liability Insurance in an amount not less than \$100,000 per claimant.

General Liability Insurance, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence for general liability and an annual aggregate of \$2,000,000.

Automobile Liability Insurance, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence which includes all autos (owned, hired and non-owned).

Additional Insured

Each party agrees that the General Liability and Automobile Liability insurance policies shall be endorsed to name the other party as a certificate holder as respects: liability arising out of activities performed by or on behalf of the provider: products and completed operations; premises owned, occupied or used; or automobiles owned, leased, hired or borrowed. The coverage shall contain no special limitations on the scope of protection to the other party.

Cancellation Notice

The other party certificate holder will be given thirty (30) days' notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to the other party prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon thirty (30) days prior written notice to the other party.

The certificate of insurance will be delivered to the other party prior to the execution of the contract.

The certificate holder shall be noted as:

Aging & Disability Resource Center of Brown County
300 S. Adams Street
Green Bay, WI 54301

City of De Pere
335 S. Broadway Street
De Pere, WI 54115

APPENDIX A (2)
CITY INSURANCE CERTIFICATE

Provider – Please insert copy.

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Attachment: ADRC 2017 DePere Contract DRAFT Clean 10-17-16 (2) (5238 : Approval of the Draft 2017 ADRC Agreement.*)

APPENDIX A (3)
ADRC INSURANCE CERTIFICATE

DRAFT

Attachment: ADRC 2017 DePere Contract DRAFT Clean 10-17-16 (2) (5238 : Approval of the Draft 2017 ADRC Agreement.*)

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: October 27, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider direction in addressing aging conditions of VFW and Legion Pools.*

The Director of Parks, Recreation and Forestry will provide you with a presentation the side committee has put together. It is our hope the Park Board will be able to make a decision on the direction for our pools. The decision should then be forwarded to the City Council for consideration.