



Board of Park Commissioners

Regular Meeting

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

Revised Agenda

Thursday, December 20, 2018

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 **December 20, 2018** 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. Approve Board of Park Commissioners Minutes from the November 15, 2018 Meeting.
2. Approve proposal for VFW Playground replacement.
3. Consider policy change for renting fields to private user groups.
4. Approve consulting agreement for bidding and project management of Bomier Boat Launch renovation.*
5. Approve public input plan for replacement pools at VFW and Legion Parks.
6. Consider Action in Razing VFW Pool and Pool Building.*
7. Approve amendment with Graef Consulting for pool design.*
8. Request City Council and/or Mayor contact local municipalities for collaborative funding of the two new aquatic facilities.*
9. Consider bid for Aerial Lift Truck.*

III. Discussion Items

1. Discussion on locating splash pad approved in Stadium Tax Funding Plan.

IV. Staff Updates

1. Update on community stage project.
2. Staff researching concept of Construction Manager for pool construction.
3. Update on the installation of tennis court lights at De Pere Unified School.

V. Public Comment Period

VI. Future Agenda Items

VII. 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.

Board Members
Alderspersons
Mayor Michael J. Walsh
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Marty Kosobucki
Shana Ledvina, City Clerk
City Hall 1st and 2nd Floor
John Zegers, WDP High School District
William Soquet, Teen Advisor
Patrick Skalecki, Graef

De Pere Youth Hockey
Tod Maki, De Pere Select Soccer
De Pere Area Chamber of Commerce
Definitely De Pere
Brown County Library – De Pere
TV & Radio Stations
De Pere Rapides Youth Soccer
De Pere Baseball
Ben Villaruel, De Pere School District
Lydia McMorrow, Teen Advisor

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.

***All items marked with an asterisk will be forwarded to the Common Council.**



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Approve Board of Park Commissioners Minutes from the November 15, 2018 Meeting.

ATTACHMENTS:

- Draft Minutes 11-15-18 (PDF)



Board of Park Commissioners

Regular Meeting

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

Draft Minutes

Thursday, November 15, 2018

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
Ryan Jennings	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
George Brown	Board Member	Present	
Sue Schinkten	Board Member	Present	
Randy Soquet	Board Member	Excused	
Bill Volpano	Board Member	Excused	
Lydia McMorro	Teen Advisor	Excused	
William Soquet	Teen Advisor	Present	

II. Action Items

1. Approve Board of Park Commissioners Minutes from the October 18, 2018 Meeting.

Sue Schinkten moved to approve the minutes from the October 18, 2018 Board of Park Commissioners meeting, seconded by Aldersperson Raasch. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Schinkten, Board Member
SECONDER:	Dean Raasch, Aldersperson
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten
EXCUSED:	Randy Soquet, Bill Volpano

2. Consider and approve draft plan for Fairgrounds property.

Marty Kosobucki reviewed the draft plan for the Brown County Fairgrounds property. The draft plan accommodates all of the city recommendations and provides a little enhancement. The drive through the oak trees has been removed and will be replaced with a pedestrian trail to minimize vehicle traffic. Also, instead of paved parking areas, a permeable surface would be installed, which looks like grass, but holds up to vehicle traffic. The plan has not been approved by Brown County yet, they are asking for De Pere and Ashwaubenon for their approval first.

Aldersperson Raasch moved to open the meeting to public comment at 6:35 pm., seconded by Sue Schinkten. Upon vote, the motion passed unanimously.

Matt Kriese, Assistant Park Director for Brown County Parks, and John Kneer, President Rettler Corporation were present to discuss the draft plan for the fairgrounds property, stating a lot of market analysis and research was done, and recommendations are to keep the property similarly to what is there, but enhance the buildings. The proposed new multi-use building increases usable space in one area, allowing the opportunity to accommodate larger events. Enhancements to the parking areas improve parking efficiency and the installation of permeable surface allow for parking during in climate weather without destroying the grass. Discussion followed.

Attachment: Draft Minutes 11-15-18 (7708 : Approve Board of Park Commissioners Minutes from the November 15, 2018 Meeting.)

Alderson Raasch moved to return to regular order at 6:40 pm, seconded by Sue Schinkten. Upon vote, the motion passed unanimously.

Alderson Raasch moved to approve the draft plan for the Brown County Fairgrounds property, seconded by Alderson Lueck. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Larry Lueck, Alderson
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten
EXCUSED:	Randy Soquet, Bill Volpano

3. Consider request from Alderson Hansen to replace trees taken down during construction projects.

Alderson Hansen explained currently if trees are removed during construction projects, the cost of replacing the tree would be the property owner's responsibility. This is different than other items damaged during construction projects, with curb and gutter and lawn being replaced by the city. Alderson Hansen is recommending that the city fund the replacement of trees that are removed for construction projects.

Discussion followed.

Alderson Lueck questioned if these costs should be rolled into the project costs rather than the parks budget.

Marty Kosobucki commented that the development team recommends that if the Park Board is interested in moving forward with the city funding tree replacements, the cost of replacing the trees be included in the project, but the planting of the trees be handled by the city forester. If this is the preferred direction, then this would need to be referred to the Board of Public Works.

Sue Schinkten questioned if a portion of the tree planting grant could be used to replace trees in the future.

Alderson Raasch questioned if the property owner would have the option if a new tree is put in.

Alderson Jennings questioned the number of trees that are typically removed per year.

Alderson Raasch moved to defer the request to replace trees taken down during construction projects to the Board of Public Works, seconded by Sue Schinkten.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Sue Schinkten, Board Member
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten
EXCUSED:	Randy Soquet, Bill Volpano

4. Approve Brown County Ice Management Quarterly Report.

George Brown moved to approve the Brown County Ice Management quarterly report, seconded by Alderson Jennings. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	George Brown, Board Member
SECONDER:	Ryan Jennings, Alderperson
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten
EXCUSED:	Randy Soquet, Bill Volpano

5. Consider policy change for renting fields to private user groups.

Alderperson Lueck discussed policy changes for renting fields to private user groups. He has questions on how the program will be managed, the criteria for groups renting the fields, insurance requirements, and what would be included with the rental. The user groups put a lot of money into the fields and he is concerned with the integrity of the fields being maintained.

Discussion followed

Marty Kosobucki commented that currently there is a practice permit policy in place for residents. Practice permits can be obtained no more than 2 times in a 7 day period, and times are not released until all user groups have submitted their schedules. He would propose that fields would be rented out to organizations, only after all user groups schedules are in, and insurance requirements would need to be met to cover any damage to the fields.

Alderperson Raasch moved to refer the item back to staff to draft a rental policy, seconded by George Brown. Upon vote, the motion passed unanimously.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
	Next: 12/20/2018 6:30 PM
MOVER:	Dean Raasch, Alderperson
SECONDER:	George Brown, Board Member
AYES:	Jennings, Lueck, Raasch, Brown, Schinkten
EXCUSED:	Randy Soquet, Bill Volpano

III. Discussion Item

1. Discussion on implications and strategies related to VFW Pool being closed for 2018.

Marty Kosobucki discussed strategies that are being implemented for the closing of the VFW pool in 2019. The structure of swim lessons at Legion has been reviewed and there is a plan in place for the overflow from VFW. Strategies for summer day camp are in the planning process, and the parking and traffic team is looking into current bus routes within the city and if transportation to Legion pool could be implemented.

Discussion followed.

RESULT:	DISCUSSED
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2. Discussion on the referendum results regarding the De Pere Pools.

Discussion on the referendum results regarding the De Pere pools followed.

George Brown commented that a lot of thought, time, deliberations, and money has been spent on the design of VFW pool and feels we should go through with the existing plan and then design Legion pool.

Alderperson Lueck stated that when the plan was designed, it was with the intention of closing Legion pool and feels it needs to be revised.

Alderson Raasch feels that the design for the aquatic center needs to be scaled back; however with VFW pool failing the demolition of the pool should start even if the design isn't confirmed.

Marty Kosobucki feels that the park board needs to make a decision and present to council what conceptual idea they would like to move forward with.

Alderson Jennings feels there is a need to radically scale back on what can be done for two pools and there needs to be a push to get donors.

Alderson Lueck stated the referendum was drafted with the greatest flexibility possible to get aquatic centers on both sides of the river. Public input should be gathered to see what is wanted, but it needs to move forward.

Alderson Raasch commented that the referendum gives flexibility to do what we want, but we do have to be prudent with the funds.

Sue Schinkten made a motion to open the meeting to public comment at 7:40 pm, seconded by Alderson Jennings. Upon vote, the motion passed unanimously.

Betsy Hornseth feels that the public needs to be engaged and public input needs to be obtained.

Gene Hackbarth feels it is really important to keep moving forward with the pool, and part of the strategy should be to get community input. He also feels it is important to get additional funders for the pool.

Discussion followed.

Alderson Raasch motioned to return to regular order at 7:45 pm, seconded by Alderson Jennings. Upon vote, the motion passed unanimously.

George Brown questioned the bidding out of the demolition of the pool.

Discussion followed.

Marty Kosobucki stated he could look into amending the current contract with Graef to revise the current VFW aquatic center design and start the process of designing Legion. There is additional stadium funding available to be used for consultant fees for the aquatic center design. If Graef is able to provide necessary information, he will look into scheduling a special park board meeting in early December. This would allow an amendment to go to the last council meeting in December for approval.

RESULT:	DISCUSSED
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IV. Staff Updates

1. Update on progress of the Community Stage in Voyageur Park.

Marty Kosobucki stated he asked for an update on the community stage. Carol Karls, from the De Pere Chamber of Commerce, stated they just completed a survey and are analyzing the data received.

RESULT:	DISCUSSED
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2. Update on Chiller system repair at Ice Arena.

Marty Kosobucki stated the temporary chiller system is up and running. There is ice, and the chiller barrel is ordered. The goal is getting the new system up and running in December.

RESULT:	DISCUSSED
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V. Future Agenda Items

Future agenda items include the pool and the field rental policy.

VI. Public Comment Period

Mikaela, Nolan, Jackson, and Noah from the De Pere Voyageur Hockey society were in attendance to thank the park board for replacing the bleachers and chiller system at the De Pere Ice Arena.

VII. Adjournment

Sue Schinkten made a motion to adjourn the meeting at 8:05 pm, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve proposal for VFW Playground replacement.

Background Information - We recently went out for proposals to replace VFW Playground. Our budget for the entire project is \$110,000, with \$55,000 being dedicated to playground equipment and installation. Based on the criteria sent out in the proposals we were able to accept 8 proposals and had to disqualify 2 proposals. Of the 8 proposals, we asked staff to analyze and conduct a public input session. A summary of each group is below.

Public Input - We asked the public to provide their top three picks, and provide any comments. We had 7 families come to the input session and provide comment/input. We allowed all members of the family to rank. The scoring system we used was providing three points for a first place vote, two points for a second place vote, and one point for a third place vote. The summary of public rankings is below.

- A. Miracle Option 2 - 9 points (3 first place votes)
- B. Miracle Option 1 - 5 points (3 third place votes, 1 second place vote)
- C. Lee Recreation Option 2 - 16 points (5 first place votes, 1 third place vote)
- D. Lee Recreation Option 1 - 18 points (3 first place votes, 3 second place votes, 3 third place votes)
- E. Miller and Associates Option 1 - 5 points (2 second place votes, 1 third place vote)
- F. MN WI Playground Option 2 - 2 points (2 second place votes)
- G. MN WI Playground Option 1 - 2 points (1 second place vote)
- H. Northland Recreation Option 1 - 0 points

General Comments from public - parent/tot swings are very popular.

Staff Input

We asked various staff throughout our department to provide comment/recommendations on the proposals. The three proposals that were identified by staff were...

- G. MN WI Playground Option 1
- C. Lee Recreation Option 2 (Top Ranked)
- D. Lee Recreation Option 1

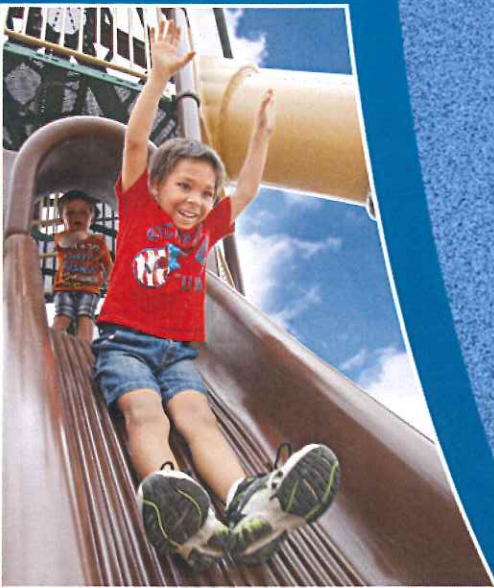
Staff Recommendation:

Based on the public input, staff input, and past work history with the companies we would recommend moving forward with accepting Option 2 from Lee Recreation.

ATTACHMENTS:

- A.Miracle.Option 2 (PDF)
- B.Miracle.Option 1 (PDF)

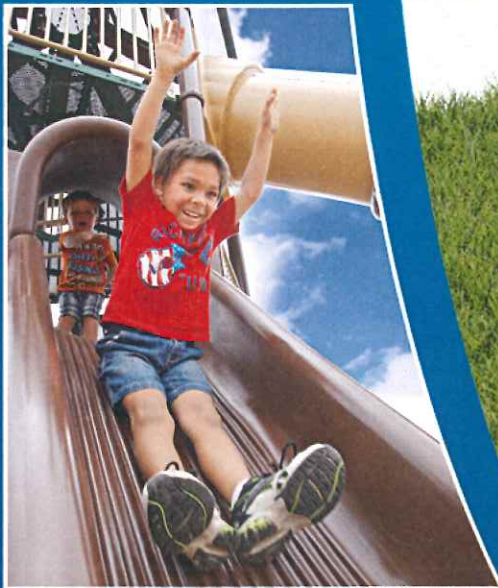
- C.Lee Recreation.Option 2 (PDF)
- D.Lee Recreation.Option 1 (PDF)
- E.Miller Assoc.Option 1 (PDF)
- F.MNWI Playground.Option 2(PDF)
- G.MNWI Playground.Option 1 (PDF)
- H.Northland Recreation.Option1 (PDF)



**VFW Park Opt 2
DePere, WI**

CD224087





VFW Park Opt 1
DePere, WI

GD224086





Attachment: C.Lee Recreation.Option 2 (7683 : Approve proposal for VFW Playground replacement.)



VIEW A



VIEW B

LR
LEE
RECREATION, LLC
(800) 775-8937 Main
(608) 423-7655 Fax
260 W. Main St.
Cambridge, WI 53523
info@leerecreation.com
www.leerecreation.com
PROVIDING FUN ACROSS WISCONSIN SINCE 1995

Burke
PLAY THAT MOVES YOU.



FRONT VIEW

PROPOSAL: 30-100828-1

VFW PARK

MILLEI
& ASSOCIATES - SAUK PRAIRIE



Attachment: E.Miller Assoc.Option 1 (7683 : Approve proposal for VFW Playground replacement.)



Attachment: F.MNWI Playground.Option 2 (7683 : Approve proposal for VFW Playground replacement.)



Attachment: G.MNWI Playground.Option 1 (7683 : Approve proposal for VFW Playground replacement.)







Attachment: H.Northland Recreation.Option1 (7683 : Approve proposal for VFW Playground replacement.)



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider policy change for renting fields to private user groups.

At last month's Park Board meeting, staff was asked to go back and draft a sample policy based on comments. I have included the following draft policy for your review, comment, and/or approval.

As the Park Board reviews this policy, I would like to cover the following. The policy in front of you is to cover and address short term issues with some of our athletic fields not being used. If they are not being used, we would like to get users on the field as it helps with maintenance of the field as well as our budget. There is a much bigger issue the Park Board will likely need to start discussing in the future, and that is the general state of youth sports in and around the City of De Pere.

ATTACHMENTS:

- Field Rental Policy (DOCX)

De Pere Field Rental Policy

To maximize the use of the City of De Pere athletic fields and be as efficient as possible, the department will follow the below procedure in reserving and/or renting playing fields.

- The City of De Pere shall provide first priority reservation of athletic fields to user groups sponsored by the City of De Pere. All rental charges for use of the fields shall be waived. No reservation of fields shall be made to other entities prior to February 1.
 - Sponsored youth groups shall be required to notify the City of De Pere by January 31st of each year regarding the days, times, and dates of use for each athletic field they are reserving.
- Upon obtaining the playing schedule of all the fields, the City shall determine which playing fields are available for rent.
 - In determining the availability of fields, the City shall ensure there are suitable “open” times for the residents of De Pere to reserve the field under a general “practice permit”. See “practice permit” definition for further description.
- Once having the reservations from the City sponsored youth organizations and ensuring there are enough openings for the public to utilize, the department shall make fields open for rentals to any organization.
 - Organizations must rent the field under the Park Rental Contract stipulations.
 - Rental fee – see rental fee schedule for past fee structure and new fee structure.
- The rental of the athletic fields shall be limited to only the fields, scoreboards and bathrooms. Concession buildings occupied and operated by youth user groups shall not be made available to outside rentals.

Definitions:

Practice Permit – A practice permit is a one-time reservation provided to De Pere Residents for athletic fields. The practice permit allows the resident to use the facility for the duration of 1.5 hours. Residents are allowed to make a maximum of two reservations within a 10 day window. Reservations are not allowed past a ten day window.

Rental Fee Structure:

Facility	City Sponsored Youth Groups	Non Revenue Generating & De Pere Service Groups	All other groups	Notes
Softball/Baseball Fields	Rental fees waived	\$60/day (lights included) \$5/hr or \$60/day (lights included)	\$120/day + \$25 for lights \$15/hr or \$120/day Lights – additional \$25/day	Special field marking is not provided. Chalk and machine are provided on-site in locations. If field must be

			Long term rentals (5 or more rental dates) - \$12/hr	marked, additional charges will be applied based on time and materials.
Soccer/Football Fields	Rental Fees waived	\$35/day with lights \$5/hr or \$60/day (lights included)	\$60/day + \$25 for lights \$15/hr or \$120/day Lights – additional \$25/day Long term rentals (5 or more rental date) - \$12/hr	Special field marking is not provided. Fields are as is. If lines must be painted for event, charges will be applied to have field marked based on time and materials.

Attachment: Field Rental Policy (7546 : Consider policy change for renting athletic fields.)



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve consulting agreement for bidding and project management of Bomier Boat Launch renovation.*

We sent requests to several consultants for obtaining consulting services (bidding and construction management services) related to the renovation of Bomier Boat Launch. We ended up receiving two bids which are included in your packet. I have also provided a summary of what was asked of the consultants. Our first step in getting Bomier Boat Launch renovated is to hire our consultant. Funding for this will come through grants and our budgeted funding.

In reviewing both estimates and proposals, staff would recommend accepting the bid from Graef.

ATTACHMENTS:

- 20181206081714786 (PDF)
- 20181206081723140 (PDF)
- Bomier Consulting Services (DOCX)

1150 Springhurst Drive, Suite 201
 Green Bay, WI 54304-5950
 920 / 592 9440
 920 / 592 9445 fax
www.graef-usa.com



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December 4, 2018

Marty Kosobucki
 Director of Parks, Recreation and Forestry
 City of De Pere
 925 South Sixth Street
 De Pere, Wisconsin 54115-1199

SUBJECT: Bomier Boat Launch Renovation and Expansion
 Proposal for Professional Services

Dear Marty:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and City of De Pere (Client). If you prefer, a contract Amendment to our current Bomier design contract using the City's Amendment format can also be used and executed.

This proposal is for Bomier Boat Launch and Expansion (Project). If using this Proposal Contract letter, then the contract will be subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference. If amending our original design contract via the City's Amendment format document, then the Terms and Conditions of that original contract will apply.

It is our understanding that the nature of the Project is the renovation and expansion of the Bomier Boat Launch. This work to be in the project includes expansion/widening of the existing boat launch, adding a kayak launch, existing dock modifications, parking lot expansion, selective existing parking lot widening, and parking lot lighting. The "passive" park area will not be part of this bid package nor the construction work.

For this Project, GRAEF proposes to provide the following Basic Services:

Design Phase

1. Attend Kickoff Meeting with the City. Goals are to confirm design, confirm permitting in place, identify and minor design modifications needed, and confirm bidding and construction schedule.
2. Review the GRAEF design based on input from the City at the Kickoff Meeting. Make minor modifications if needed.
3. Incorporate the GRAEF Plans into the contract documents.
4. Provide technical specifications review and editing where necessary to be incorporated in the City standard specifications. Assist with editing the City's front end documents. City to provide front end (Div 0 and Div 1 Section) to GRAEF in MsWord format.
5. Attend two Meetings, a Kickoff Meeting and 60% Design Meeting with City staff.

Attachment: 20181206081714786 (7686 : Approve consulting agreement for bidding and project management of Bomier Boat Launch



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Bidding Phase

1. Assist the City with loading the Project to the City's BidQuest Website.
2. Answer questions from potential bidders.
3. Issue addendums, if necessary.
4. Prepare Bid Tabulations and Recommendation of Award.

Construction Phase

1. Provide General Administration of the Contract
2. Provide interpretation of the plans/specifications.
3. Administer a Preconstruction Conference.
4. Review monthly pay requests.
5. Prepare Change Orders, as necessary.
6. Assist in the preparation of all closeout documents.
7. Review shop drawings and manufacturers data review for conformance with the Contract Documents.
8. Construction staking for all components, as required.
9. Provide Resident Engineering Services (Inspection) on a part time basis, as required. Estimated to be 3 - eight hour days/week for a 6 week period. 144 total hours budgeted.
10. The Construction Phase is anticipated to last 6 weeks.

GRAEF will endeavor to perform the Basic Services in conformance to the following schedule:

- Final preparation/assembly of Bidding Documents – on or about January 18, 2019
- Bidding Services – January 18, 2019 to February 15, 2019.
- Construction Services – anticipated for July 8 through August 16, 2019

GRAEF can provide a scope and fee for Additional Services upon request. Additional Services include:

- Post-construction as-built survey

It is our understanding that you will provide the following services, items and/or information:

- Preparation/printing/assembly of the requisite number of contracts for execution.
- Costs associated with advertising/posting the project.
- Contracting directly with and paying for a testing firm for any construction testing desired outside that required by the Contractor via the Bidding Documents.



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You agree to compensate GRAEF for all basic services noted above on an hourly rate and direct expense basis not to exceed \$28,400. The fee NTE can be further broken down as follows:

- Design Phase: \$4,700
- Bidding Phase: \$2,800
- Construction Phase: \$20,900

Direct Expenses will be billed at cost and are included in the NTE fee quoted above. Direct Expenses include mileage, travel expenses, printing and reproduction, delivery charges, and plan review fees.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project. Or, if a City Contract or City Amendment to our current contract is preferred, submit it to GRAEF for execution.

We look forward to working with you on this great project. Please call us at 920-405-3814 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Patrick J. Skalecki, P.E.
Principal/Green Bay Office Manager

Accepted by:
City of De Pere

(Signature)

(Name Printed)

(Title)

(Date)

G:\Mkt\Proposals & SOQs\GB\MUN\De Pere, City\Bomier Boat Launch Design-Bid-CA_20_1218



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on December 4, 2018 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of De Pere (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obligated to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.



engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

1695 Bellevue Street
Green Bay, WI 54311

920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

November 27, 2018

Mr. Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

RE: Design/Bid/Construction Engineering Services Proposal
City of De Pere – Bomier Boat Launch Renovation and Expansion

Dear Marty:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere with design/bid/construction engineering services for proposed improvements to the Bomier Boat Launch Renovation and Expansion.

PROJECT UNDERSTANDING

Based on our meeting with you on November 14, 2018, we have the following understanding.

The City acquired a parcel of land to the south the existing parking area with the intent to expand the parking lot to accommodate the growing use of the boat launch. The existing parking lot is to be reconstructed while the restrooms are to remain in place with no improvements.

The City secured GRAEF to complete the design plan set and required permitting to expand the existing boat launch site and renovate the existing parking area, dated December 13, 2017. These plans are to be used as part of the bidding documents.

The City has secured a grant from NRDA (National Resource Damage Assessment) for \$210,000 to be used toward the expansion of the boat launch. The City also secured additional grant funding through the WDNR for the remaining project costs.

The design has several items that are to be purchased by the City as a kit but installed by the Contractor. These items are as follows:

- Kayak ADA Launch
- Picnic Shelter/Gazebo
- Pergola
- Benches

The design also had several items where the location will be shown; however, the Contractor/Supplier will be required to provide engineering drawings for construction. These items are as follows:

- Railings along the sidewalk in the Passive Area
- Modular Block Retaining Walls

The lighting design will utilize the City standard poles and fixtures. These will be placed on the existing bases unless needing to be relocated. The standard details from the City will be utilized.

The Project will be awarded as one construction project to one general Contractor. Based on this scenario, the project documents will be designed and prepared as one contract.

We do understand the time frame to complete the design/permitting/bidding phase. This schedule is driven by the funding programs requirements. The proposed timeframe is reasonable, there is no reason the work cannot be completed to meet your proposed schedule as detailed in the RFP.

SCOPE OF SERVICES

Based on our Project Understanding as described above and City Responsibilities as noted below, we offer the following Scope of Services.

Design Phase:

- Review the GRAEF design based on input from the City at the Kick off Meeting.
- Utilize the GRAEF Plans in the contract documents.
- Provide technical specifications review and editing where necessary to be incorporated in the City standard specifications.
- Attend two Meetings, a Kick-Off Meeting and 60% Design Meeting with City staff.

Bid Phase:

- Assist the City with loading the Project to the City's BidQuest Website.
- Answer questions from potential bidders.
- Issue addendums, if necessary.
- Prepare Bid Tabulations and Recommendation of Award.

Construction Phase – 6 Week Period:

- Provide General Administration of the Contract
 - Interpretation of the plans/specifications.
 - Administer a Preconstruction Conference.
 - Review monthly pay requests.
 - Prepare Change Orders, as necessary.
 - Assist in the preparation of all closeout documents.
- Shop Drawing and Manufacturers Data review for conformance with the contract documents.
- Construction staking for all components, as required.
- Provide Resident Engineering Services (Inspection) will be completed on a part time basis, as required. Estimated to be 3 days/week for a 6 week period.

Optional Services:

- If interested, Cedar can provide Design Services for porous pavers within the parking areas.

Our deliverables will be provided in the following format:

- Construction plans will be in AutoCAD Civil 3D format. Electronic submittals of both will be in .dwg and.pdf format.
- Construction cost estimates in Microsoft Excel format.
- Bid documents in Microsoft Word format.

OWNER RESPONSIBILITIES

Cedar understands that City of De Pere will be responsible for and/or provide the following items:

- Provide Cedar a single contract person to make required decisions for the project.
- Provide the required permits.
- Wetland Delineations and permitting, if required.
- The Project Manual and Standard Technical specifications in Word format. Project specific technical specifications to be completed by Cedar.
- Geotechnical services for the roadway and parking lot area construction.
- The City will prepare the bid documents and submit to BidQuest. The City will provide the other components to the bid documents, such as the notice to bidders, instructions to bidders, agreement and general conditions.
- The City will complete the bid opening and provide the bid documents to Cedar for review and recommendation. Upon recommendation, the City will prepare the contracts for execution.

COST

Cedar proposes to complete the work scope as follows:

<i>Design/Bidding Phase – Hourly Estimate:</i>	<i>\$9,150 - \$10,800</i>
<i>Construction Phase – Hourly Estimate:</i> <i>(6 Week Period)</i>	<i>\$28,800 - \$30,500</i>
<i>Optional Services:</i>	<i>To be Determined</i>

SCHEDULE

Cedar is prepared to complete the Projects based on our meeting. It is as follows:

November 2018	Proposals Due
December 2018	Award of Proposal
December 2018	Project Kickoff Meeting
December 2017 – January 2019	Design Phase
January -February, 2019	Bid Phase
February, 2019	Construction Bid Opening
April-May, 2019	Construction Phase – 6 week period
<i>Or</i>	
August – October, 2019	

INSURANCE

Cedar will provide a certificate of insurance at the time of contract execution.

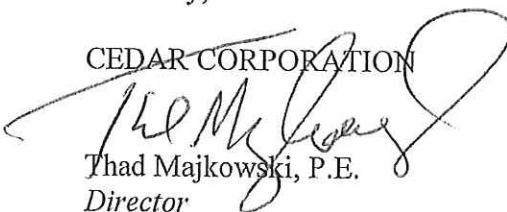
CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing their standard formatting for review and execution by Cedar.

In summary, Cedar looks forward to the opportunity to provide services to the City of De Pere. Do not hesitate to call if you have questions or would require additional information regarding our proposal.

Sincerely,

CEDAR CORPORATION


 Thad Majkowski, P.E.
 Director

cc: Eric Rakers, P.E., City Engineer, City of De Pere
 Josh Gerrits, P.E., Cedar Corporation

Bomier Consulting Services

Design Phase:

- Review the GRAEF design based on input from the City at the Kick off Meeting.
- Utilize the GRAEF Plans in the contract documents.
- Provide technical specifications review and editing where necessary to be incorporated in the City standard specifications.
- Attend two Meetings, a Kick-Off Meeting and 60% Design Meeting with City staff.

Bid Phase:

- Assist the City with loading the Project to the City's BidQuest Website.
- Answer questions from potential bidders.
- Issue addendums, if necessary.
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 - Assist in the preparation of all closeout documents.
- Shop Drawing and Manufacturers Data review for conformance with the contract documents.
- Construction staking for all components, as required.
- Provide Resident Engineering Services (Inspection) will be completed on a part time basis, as required. Estimated to be 3 days/week for a 6 week period.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve public input plan for replacement pools at VFW and Legion Parks.

Please see the attachment outlining the public input plan for replacing our pools.

ATTACHMENTS:

- Memo.Pool Design Input process (DOC)
- Survey Monkey template questionaire.Draft (DOCX)



Memorandum

To: Board of Park Commissioners

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

Re: Public Input Plan for replacing pools

Date: December 20, 2018

Please find the proposed plan to obtain public input for our pools.

- Special public input session.
 - Held the week of January 7-11.
 - Meeting would be hosted by the Park Board.
 - Intent of meeting would be to ask very broad based questions about what they would like to see.
 - Meeting would be for both VFW and Legion Pools.
 - Meeting held at Community Center or Council Chambers (depending on availability).
- Public input survey.
 - In conjunction with the public input meeting, a survey link would be sent out providing the same information and asking the same questions as the public input meeting.
 - Intent would be to provide an opportunity for people to share opinions even if they cannot make the public input session.
- Comments from the public input meeting and survey would be summarized and provided to Park Board. Park Board would then use this information to form their position on what should be included in the draft designs of VFW and Legion Pools.
- Once the “draft” designs of the pools are completed, the consultant will conduct a public input session for people to review the draft plans and comment. These comments will be shared with the Park Board, upon which will be used to guide the consultant in changes/alterations to the draft plans.

Survey Monkey

1. Please identify your name
2. Please identify your address
3. Please identify which pool you frequent the most. VFW Legion Both
equally Neither
4. Do you feel the aquatic facilities should have identical, or nearly identical, features? Yes
No Don't have an opinion
5. Please describe in 250 words or less what features you would like to see in the new aquatic facilities.
6. Please describe in 250 words or less what you would like to see in the new buildings to be located at each aquatic facility.
7. Please list any suggestions you have in 250 words or less that will be beneficial to the Board of Park Commissioners related to constructing the new aquatic facilities.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider Action in Razing VFW Pool and Pool Building.*

We have reached out to three different companies to obtain estimates/quotes on the demolition of VFW Pool and Pool Buildings. Of the three companies we reached out to we received quotes from two of them ranging from \$95,000 - \$134,000. When discussing the project with the companies the scope of work was to eliminate the pool and buildings and have a flat piece of ground at the end.

The cost of demolition would need to be requested from the City Council as it is not a budgeted item. Funding could come from a variety of sources including the Stadium Tax Funding left for planning our pool, recent funding approved by the referendum, or un-designated reserves.

I have also discussed the type and cost of the project with our City Attorney, and we both believe we can pursue the project without going through the state bid process..

ATTACHMENTS:

- Demolition Estimate. Ostrenga(PDF)
- Demolition Estimate.Gauthier (PDF)

Ostrenga Excavating, Inc.

3361 Lily Lake Road, Green Bay, WI 54311

Ph-920-863-8389 Fx-920-863-2119 ostrengaex@gmail.com

TO: GRACEProject: VFW Pool DemoFrom : Jim PohlmannDate: 12/10/15

SCOPE OF WORK

Site Work

Included Excluded Partial

Clearing			
Grubbing			
Strip topsoil			
Lay out work			
Cuts			
Fills from cuts			
Imported fills			
Erosion control			
Soil testing			
Dress site with topsoil on site			
imported topsoil			

Parking Lot Work

Included Excluded Partial

Excavation			
Fill using on-site material			
imported material			
Curb excavation			
Basecourse under asphalt			
Asphalt			
Soil Testing			

Building Work

Included Excluded Partial

Excavation for footings			
basements			
structures			
(Backfill above with hand compaction)			
Granular cushion under floors			
walks			
exterior slab			
Shoring			
De-watering			
Drain tile (stone & geo-textiles)			
Geotextiles for other uses			
Soil testing			
Vapor barrier			

Demolition

(machine demo only-separation from structure to be done by others)

Included Excluded Partial

Foundations	x		
Walls	x		
Buildings	x		
Curbs		x	
Sawcutting		x	
Asbestos removal		x	

Winter Work

Included Excluded Partial

Breaking frost			
Frost replacement fill			
Hay removal/disposal			
Snow removal			

of addendas received _____

Total price \$ 94,164.00

Unit Prices:

Notes: PRICE IS BASED ON REMOVAL 2 POOL BUILDING, FENCE, HARD SURFACE, AND POOLS. CLAY HAS BEEN USED TO FILL POOLS. AREA WILL BE RESPAVED WITH TOPSOIL AND SEED AND MULCHED. ASBESTOS INSPECTION AND REMOVAL IS NOT INCLUDED.

GAUTHIER & SONS' CONSTRUCTION, INC.

EARTHWORK • DEMOLITION

PHONE: (920) 437-9277

FAX: (920) 437-9279

www.gauthierandsonsconstruction.com

MAIL:

P.O. BOX 8545

GREEN BAY, WI 54308-8545

OFFICE & YARD:

344 N. HENRY ST.

GREEN BAY, WI 54302

City of DePere
Parks, Recreation and Forestry
925 S. Sixth St.
DePere, WI 54115

December 10, 2018

Attn: Marty Kosobucki

Re: VFW Pool Demolition

Scope of our services to include:

- Place erosion control around pool and buildings to be demolished
- Construct one tracking pad
- Raze two structures adjacent to pool
- Fill void created from foundation removal and surge tank with compacted clay fill
- Demolish 2 pools and pool deck
- Cap water line and sanitary sewer at foundation wall line
- Fill pool with compacted clay fill
- Respread 4" of topsoil over disturbed area

For the sum of: \$133,509.00

Exclude: Soil testing

Asbestos inspection

Asbestos abatement if present

Lead testing

Lead abatement

Locating private utilities

Seed / fert. / mulch / E-mat



Steve Peckumn

Attachment: Demolition Estimate.Gauthier (7692 : Consider Action in Razing VFW Pool and Pool Building.*)



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve amendment with Graef Consulting for pool design.*

I have included a copy of the proposed amendment and cost to Graef related to our pool design. Funding for this will come from the approximately \$150,000 left from the Stadium Tax Funding intended for designing the City's aquatic center.

Below is the scope of work that was relayed to Graef in providing their estimate.

- Meet once with Park Board to review public input comments (we will be hosting our own/separate public input session) and direction of new design for VFW Pool.
- Based on direction of the Park Board, provide one schematic and one 2D color rendering of facility to include pool facility, pool building and any relocating of infrastructure in the park that may be impacted by the new facility. (ie. Octagon building, parking lots, etc?)
- Conduct public input meeting on proposed design prior to park board meeting.
- Present design and public comments to park board. Design should include one schematic, one 2D color rendering and one 3D color rendering.
- Meet once with the Park Board to review public input on Legion Pool and discuss main conceptual preferences of a pool facility at Legion Park.
- Generate two different options for consideration based on feedback from Park Board. Provide one schematic and one 2D color rendering.
- Coordinate with staff a public input session regarding the two options for Legion Pool prior to park board meeting.
- Meet with Park Board to review two options and public input on the two options.
- Based on park Board feedback, generate one draft of legion Pool replacement.
- Present one draft plan to Park Board on Legion Pool Replacement. Draft plan should include schematic, 2D and 3D renderings.
- Based on feedback and comments from park Board, make any corrections to final draft plan.
- Submit final schematic, 2D color rendering and one 3D rendering of legion Pool replacement.
- Provide cost opinions for each final design.

ATTACHMENTS:

- VFW Aquatic-Legion Aquatic Amendment Letter for Additional Services_12-10-18 (PDF)



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December 10, 2018

Marty Kosobucki
 Director of Parks, Recreation and Forestry
 City of De Pere
 925 South Sixth Street
 De Pere, Wisconsin 54115-1199

SUBJECT: Aquatic Center Conceptual Designs
 VFW Park and Legion Park
 Amendment #1

Dear Marty:

We are very pleased to provide you with this proposal to amend our professional services. We will again be teaming with Water Technology Inc. on this effort. We assume that a City format Contract Amendment to our current Aquatic Center Design at VFW Park contract will be prepared by the City. Terms and Conditions of that contract will also cover this Amendment.

This proposal is for Aquatic Center Conceptual Designs at VFW Park and Legion Park (Project). If amending our original design contract via the City's Amendment format document, then the Terms and Conditions of that original contract will apply.

It is our understanding that the nature of the Project is to prepare Aquatic Center Conceptual Designs for facilities at both VFW Park and Legion Park. At VFW Park, GRAEF has previously completed an aquatic center conceptual design. This new effort will entail modifying that conceptual design per additional public input and direction from the City of De Pere Park Board into a new single conceptual design. At Legion Park, no previous work has been done by GRAEF, thus it will be a start from scratch project including public input, multiple concept options, and ultimately a single conceptual design.

For this Project, GRAEF proposed to provide the following additional Basic Services:

VFW Park Pool/Aquatic Center

- Attend Kickoff meeting with the City Park and Recreation staff to update team on current status, confirm goals and objectives, and clarify schedule. Combined Kickoff Meeting for both VFW and Legion Parks.
- Participate in one (1) meeting with the Park Board to review public input comments and direction of the new conceptual design for VFW Park Pool/Aquatic Center. Note that the City will be separately holding a public input session for VFW Park Pool/Aquatic Center and GRAEF involvement is not included in that effort.
- Based on direction of the Park Board, prepare one (1) schematic facility/site layout and one (1) 2D color rendering of facility/site. The plans will include the pool facility,



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pool building(s) and any relocated infrastructure in the park that may be impacted by the new facility. Relocated or reconfigured infrastructure is expected to include the octagon concession/bathroom building, parking lot, and playground.

- Include a listing of aquatic amenities.
- Prepare a budget estimate including all capital costs associated with the project.
- Submit prepared documents to City staff for review and comment.
- Based on City staff review comments, update the one (1) schematic facility/site layout and one (1) 2D color rendering of the facility/site. Also prepare one (1) 3D color rendering of the aquatic facility features.
- Update the budget estimate including all capital cost items.
- Conduct public input meeting on the proposed design. Summarize comments received.
- Conduct one (1) presentation of the final single conceptual design layout and renderings, along with the summary of received public comments, to the Park Board. Design documents should include one (1) schematic facility/site layout, one (1) 2D color rendering and one (1) 3D color rendering, along with the budget estimate.
- Based on feedback and comments received from Park Board, make any updates and edits to the final single concept plans and budget estimate.
- Submit final design documents to include one (1) schematic facility/site layout plan, one (1) 2D color rendering, one (1) 3D color rendering, and budget estimate. Final documents will be provided in pdf format.

Legion Park Pool/Aquatic Center

- Attend Kickoff meeting with the City Park and Recreation staff to update team on current status, confirm goals and objectives, and clarify schedule. Combined Kickoff Meeting for both VFW and Legion Parks.
- Participate in one (1) meeting with the Park Board to review public input comments and discuss main conceptual preferences of a pool facility at Legion Park. Note that the City will be separately holding a public input session for Legion Park Pool/Aquatic Center and GRAEF involvement is not included in that effort.
- Develop two (2) different design options for consideration based on feedback from Park Board and initial public input comments. Provide one (1) schematic facility/site layout and one (1) 2D color rendering of the facility/site. The plans will include the pool facility, pool building(s) and any relocated infrastructure in the park that may be impacted by the new facility.
- Include a listing of aquatic amenities for each of the two (2) options.
- Prepare a budget estimate including all capital costs associated with the project for each of the two (2) options.
- Facilitate a public input session, in coordination with City Park and Recreation staff, for review of the two design options for Legion Park Pool/Aquatic Center.
- Meet with the Park Board to review the two options and public input received on the two options.
- Based on the Park Board feedback on the two options, generate one draft version of Legion Park Pool/Aquatic Center replacement. Draft plans should include schematic



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facility/site layout, 2D color rendering of the facility/site, and 3D color rendering of the aquatic facility features.

- Update the budget estimate including all capital cost items, and the aquatic facility amenity list.
- Present the draft plan, including documents noted above, to the Park Board on Legion Park Pool/Aquatic Center replacement.
- Based on feedback and comments received from Park Board, make any updates and edits to the draft plan and budget estimate.
- Submit final design documents to include one (1) schematic facility/site layout plan, one (1) 2D color rendering, one (1) 3D rendering of Legion Park Pool/Aquatic Center replacement, and budget estimate. Final documents will be provided in pdf format.

GRAEF will endeavor to perform the proposed additional Basic Services in conformance to the following schedule:

Authorization to Proceed on both projects is anticipated to be received on or about January 7, 2019.

VFW Park Pool/Aquatic Center

- Kickoff meeting: Week of January 7, 2019.
- Public input meeting by City: anticipated for week of January 21st.
- Prepare initial schematic facility/site layout and 2D rendering: Jan. 28 – February 15.
- Submit to City/City Review: February 18-20.
- Revisions to schematic layout and 2D rendering. Prepare 3D rendering: February 21 – March 1.
- Conduct public input meeting of proposed design: Week of March 4th.
- Presentation of final design documents and budget estimate to Park Board: week of March 11th.
- Final Revisions and submittal of final edited conceptual design documents and budget estimate: week of March 18th.

Legion Park Pool/Aquatic Center

- Kickoff meeting: Week of January 7, 2019.
- Public input meeting by City: anticipated for week of January 28th.
- Prepare two options of schematic facility/site layout, 2D rendering and budgets: Feb. 4 – March 8.
- Conduct public input meeting of two proposed design options: Early in week of March 18th.
- Presentation of the two design options to Park Board: Late in week of March 18th.
- Update schematic layout and 2D rendering, and prepare 3D rendering for one (1) draft option: March 25 – April 5.
- Presentation of single draft plan and budget estimate to Park Board: week of April 8th.



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- Final revisions and submit final edited conceptual design documents and budget estimate: April 15 – April 26th.

GRAEF can provide the following Additional Services for additional compensation, to be negotiated when additional services are requested, as detailed below:

- Additional meetings not noted above.
- Hard copy color plots of final design documents/drawings.

It is our understanding that you will provide the following services, items and/or information:

- Rooms/facilities for holding public input meetings.
- Assistance with public notices for public input meetings.

You agree to compensate GRAEF for all additional Basic Services noted above on an hourly rate and direct expense basis to an estimated additional maximum fee as follows:

- | | |
|---|-----------------------|
| • VFW Park Pool/Aquatic Center: | \$38,000 |
| • <u>Legion Park Pool/Aquatic Center:</u> | <u>\$51,000</u> |
| • TOTAL ADDITIONAL FEE: | \$89,000 Lump Sum Fee |

Direct Expenses are included in the above Lump Sum Fee.

We assume that a City format Contract Amendment to our current contract will be prepared by the City and submitted to GRAEF for execution.

Please call us at 920-405-3814 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Patrick J. Skalecki, P.E., LEED AP
Principal/Green Bay Office Manager

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City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Request City Council and/or Mayor contact local municipalities for collaborative funding of the two new aquatic facilities.*

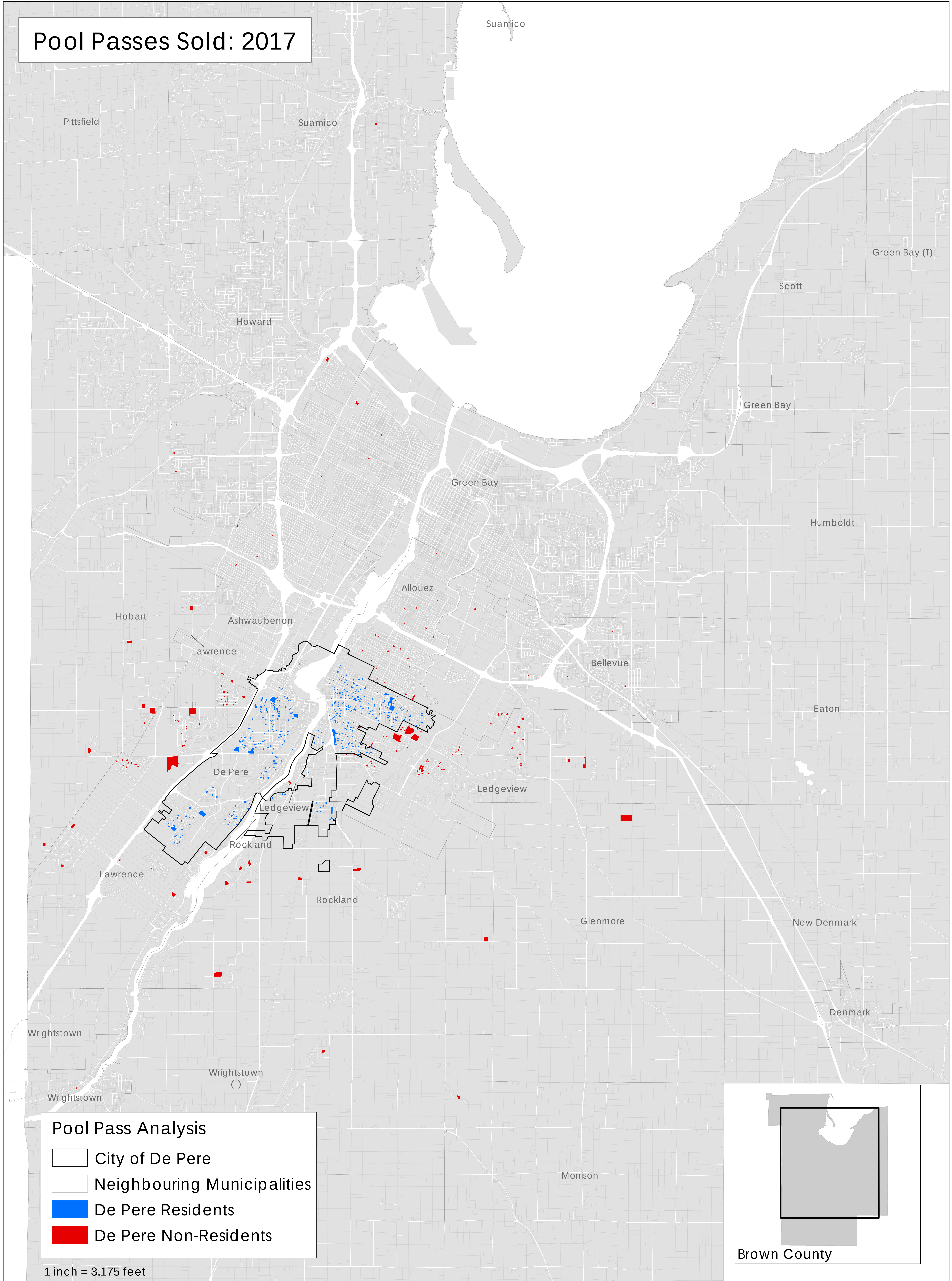
I have received several comments and questions from various people asking about other communities partnering in the construction and operation of the new aquatic facilities. In order to appropriately address the issue, I believe the Board of Park Commissioners should request the City Council and/or Mayor to send a formal request to the local municipalities. While we have reached out to the Town of Lawrence and Town of Ledgeview during our previous planning process, we did not get anything formal from them.

Just for your reference, we developed a map that shows the membership breakdown of communities to our pools. We analyzed 2016 - 2018 and they are similar so I just provided you one map.

ATTACHMENTS:

- PoolPassAnalysis2017(PDF)

Pool Passes Sold: 2017





City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider bid for Aerial Lift Truck.*

Staff sent out a request for bids regarding the replacement of our Aerial Lift Truck. The bids were received and opened on December 18, 2018.

The Aerial Lift Truck is used extensively in our Forestry Division for pruning and removals. Our project budget was \$225,000.

Only one bid was received and was in the amount of \$232,776 without trade in. With a trade-in the bid came to \$230,276. After reviewing the bid staff determined the bid did not meet specification, however because this is not a publicly state bid project we can negotiate with the vendor. Staff reviewed options with the vendor and are recommending the following additions to the bid received.

Submitted Bid Price: \$232,776.00

Add Ins:

Dana Axle	\$	20.00
Air Trac Rear Suspension	\$	145.00
12V heater for fuel filter	\$	60.00
Allison 3500 RDS-P	\$	85.00
Aluminum Wheels	\$	700.00
Added Engine Warranty	\$	1,175.00

Total Adjusted Bid Price: \$234,961.00

Minus Trade-In: \$ (3,500.00)

Final Price: \$231,461

Staff recommends approving a final purchase price of \$231,461 for the Aerial Lift Truck and recommend to City Council an additional \$6,461 from Capital Funding to complete the purchase.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Discussion on locating splash pad approved in Stadium Tax Funding Plan.

With the decision on the direction of our pools decided, the City Council would like us to begin discussing and providing a plan with regard to the splash pad approved from the Stadium Tax Relief Funding. The funds are to be used for either debt relief and/or economic benefit to the community.

While I don't believe it will be likely for the Park Board to make any decisions on this topic yet, I would like to pose the following statements/questions to start the process of developing a plan. After discussion on the topic, I will plan on having this topic as an action item on a future agenda.

- Considering the requirements of the Stadium Tax Funding (economic generator), it is suggested the splash pad be located in one of our downtown districts.
- If a splash pad cannot be appropriately located in one of our downtown districts, I would suggest the Board of Park Commissioners makes the recommendation to the City Council to rescind the funding for the splash pad. (You would have the option here of recommending another option/project that could be an economic generator or fit requirements of the Stadium Tax money.)
- If you believe a splash pad should be located in one of our downtown districts, then the Park Board should start the brainstorming and discussions of "where". (ie. Voyageur Park, Riverfront, Wells Park, George Street Landing, Bi-Centennial Park, West side, etc...?)

I have reached out to Definitely De Pere, De Pere Chamber of Commerce and our Development Director to either attend the meeting or provide input.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Update on community stage project.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Staff researching concept of Construction Manager for pool construction.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: December 20, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Update on the installation of tennis court lights at De Pere Unified School.
