



Board of Park Commissioners

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Revised Agenda

Thursday, July 15, 2021

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 **July 15, 2021 at 6:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.igmp2.com/>.

I. Call to Order

1. Roll Call

II. Public Comment Period

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the June 17, 2021 meeting.
2. Consideration and Possible Action on a Request from a Resident to Donate and Install a Sign that Reads "Senior Center" on the Lower Level of the Community Center.
3. Consideration & Possible Action to Accept \$350 Donation from the Woman's Club of De Pere to Recreation Scholarship Fund.*
4. Consideration & Possible Action to Accept a \$500 Donation from BCCWC for Activities/CC Facility Needs.*
5. Consideration & Possible Action to Accept a Donation of a First Aid Table from BayCare Clinic, Green Bay.*
6. Consideration and Possible Action to Accept a \$2,500 Donation to the Recreation Scholarship Fund from the Wochinske Family Foundation.*
7. Consideration and Possible Action to Approve the Financial Statements for the De Pere Ice Arena.
8. Consideration and Possible Action to Approve Agreement with Cedar Corporation to Perform a Condition Analysis on Voyageur Park Retaining Wall and Sheet Pile Wall.*
9. Consideration and Possible Action on Requesting Additional Funds to Complete Fox Point Furnace.*
10. Consideration and Possible Action to Approve Emergency Repair to De Pere Ice Arena.*
11. Consideration and Possible Action to Approve Sign and Verbiage on the VFW Aquatic Facility Plaque.

IV. Staff Updates

1. Staff Report on the status of the Multi-use Facility at Voyageur Park and the Creation of a Fundraising Committee.
2. Staff Report on Status of VFW Aquatic Facility Opening.

3. Staff report on Recruitment of Recreation Supervisor.

4. Staff Report on Recruitment of Arborist.

V. Future Agenda Items

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.

Board Members
Alderspersons
Mayor James Boyd
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
Ben Villaruel, De Pere School District
Dennis Krueger, WDP School District
Wochinske Family Foundation
Bernice Lovesee
Don Chilson, De Pere Ice Arena
BayCare Clinic

De Pere Youth Hockey
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
De Pere Girls Softball
Christopher Soquet, Teen Advisor
Hundamo Lovell, Teen Advisor
De Pere Women's Club
Brown County Women's Club
Cedar Corporation

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: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the June 17, 2021 meeting.

ATTACHMENTS:

- Draft Minutes 6-17-21 (PDF)



Board of Park Commissioners

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Thursday, June 17, 2021

6:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 6:30 PM by Board Member Ryan Jennings

Attendee Name	Title	Status	Arrived
Melissa Thiel Collar	Board Member	Excused	
Ryan Jennings	Board Member	Present	
Jim Kneiszel	Board Member	Present	
Amy Chandik Kunding	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Dean Raasch	Aldersperson	Excused	
Randy Soquet	Board Member	Excused	
Lydia McMorro	Teen Advisor	Present	
Christopher Soquet	Teen Advisor	Present	

Others present: Paula Rahn, Recreation Superintendent and Grace Lahtela, Administrative Assistant.

II. Public Comment

Ryan Jennings mentioned that tonight is the first Farmers Market for the summer and they run every Thursday from 4 pm – 8pm. Also, the Parks Department will run the Beer Gardens again this year, with the first one taking place on Tuesday, June 29th from 4:30 pm – 9:00 pm at Voyageur Park. The beer gardens take place the last Tuesday of the month in June, July and August, as well as, Saturday September 25th from 11:00 am – 4:00 pm. They feature live music, craft beer, food trucks and specialty children's entertainment. All proceeds from the beer gardens benefit the De Pere parks system.

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the May 20, 2021 Meeting.

Aldersperson Defnet Ledvina moved to approve the minutes from the May 20, 2021 Board of Park Commissioners meeting, seconded by Aldersperson Chandik Kunding. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Ryan Jennings, Jim Kneiszel, Amy Chandik Kunding, Shana Defnet Ledvina
EXCUSED:	Melissa Thiel Collar, Dean Raasch, Randy Soquet

2. Consideration and Possible Action to Appoint the Chair Person for the Board of Park Commissioners.

Aldersperson Chandik Kunding appointed Randy Soquet as the chair person for the Board of Park Commissioners, seconded by Aldersperson Defnet Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Ryan Jennings, Jim Kneiszel, Amy Chandik Kunding, Shana Defnet Ledvina
EXCUSED:	Melissa Thiel Collar, Dean Raasch, Randy Soquet

3. Consideration and Possible Action to Appoint the Vice-Chair Person for the Board of Park Commissioners.

Alderperson Chandik Kunding appointed Ryan Jennings as the vice-chair person for the Board of Park Commissioners, seconded by Alderperson Defnet Ledvina. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Ryan Jennings, Jim Kneiszel, Amy Chandik Kunding, Shana Defnet Ledvina
EXCUSED:	Melissa Thiel Collar, Dean Raasch, Randy Soquet

4. Consideration & Possible Action to Approve a Cabana & Dolphin Height Sign for VFW Aquatic Facility

Alderperson Defnet Ledvina moved to approve the cabana and dolphin height sign quote from Creative Sign, seconded by Alderperson Chandik Kunding. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Ryan Jennings, Jim Kneiszel, Amy Chandik Kunding, Shana Defnet Ledvina
EXCUSED:	Melissa Thiel Collar, Dean Raasch, Randy Soquet

5. Consideration and Possible Action to Approve the City's Participation in the Fox-Wolf Watershed Alliance's Adopt-a-Launch Program.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that Don Melichar, Parks Department Superintendent has been working with the Fox-Wolf Watershed Alliance and they are interested in helping keep our boat launches clean and free of invasive species. Staff would recommend moving forward with participation in the adopt-a-launch program.

Ryan Jennings moved to approve the city's participation in the Fox-Wolf Watershed Alliance's adopt-a-launch program, seconded by James Kneiszel. Upon vote the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Board Member
SECONDER:	Jim Kneiszel, Board Member
AYES:	Ryan Jennings, Jim Kneiszel, Amy Chandik Kundinger, Shana Defnet Ledvina
EXCUSED:	Melissa Thiel Collar, Dean Raasch, Randy Soquet

6. Discuss the VFW Tennis Court Refurbishment Project

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that we did not receive any bids for the VFW tennis court refurbishment and resurfacing project. The consultant for the project commented that the contractors are all booked up for this year and are currently booking into the 2022 season. Staff would recommend sending out the RFP again, for the work to be completed in 2022, with a completion date of spring 2022. The only issue with this timeline is there may be some tennis classes that will need to be cancelled.

Ryan Jennings questioned the possibility of rolling this project into a Public Works construction project.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that due to the special nature of the project, it could not be rolled into a public works project.

RESULT:	DISCUSSED
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7. Staff update on change in Cabana rentals at VFW Pool.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that the Park Board originally approved a rental fee of \$25 an hour for the entire cabana area. Upon review of the area, staff realized that it would be better to section off the cabana area into three sections and rent out each section for \$15 per hour. Due to the timing of the opening of the facility, staff sent this approval request directly to council, which was approved at the last meeting.

RESULT:	DISCUSSED
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8. Staff update on opening of VFW Pool and Legion Pool.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that both pools are now open. Legion pool has had good numbers and VFW has exceeded our expectations and has been at capacity most days. The opening and overall pool operations have been excellent. Marty commented that the capacity limits for Legion is 515 people because there is a lot of deck and surface water space. At VFW, the capacity limit is approximately 350 people, with the main pool at 285 and the baby pool at 120.

RESULT:	DISCUSSED
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9. Staff update on pools opening to the public.

Marty Kosobucki, Director of Parks, Recreation and Forestry discussed the public opening of both pools.

RESULT:	DISCUSSED
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10. Staff Update on Recruitment of Arborist Position.

Marty Kosobucki, Director of Parks, Recreation and Forestry stated that they have been working with the top candidate and are close to an agreement. Hopefully the new arborist will be onboard in 3-4 weeks.

RESULT: DISCUSSED

11. Staff Update on the Recruitment of the Recreation Supervisor Position.

Marty Kosobucki explained that first interviews are completed, with a couple candidates being invited for second interviews. Hopefully a decision will be made by the next Park Board meeting.

RESULT: DISCUSSED

12. Farewell Message from Teen Advisor Lydia McMorrow.

Teen Advisor Lydia McMorrow provided a farewell address to the Park Board.

IV. Future Agenda Items

None

V. Adjournment

James Kneiszel moved to adjourn the meeting at 6:45 pm, seconded by Alderperson Chandik Kunding. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action on a Request from a Resident to Donate and Install a Sign that Reads "Senior Center" on the Lower Level of the Community Center.

ATTACHMENTS:

- Memo - Senior Center Sign (PDF)
- Memo.senior center (DOCX)

DE PERESM



Memo Re: Constituent Proposal for “Senior Center” Sign

To: Board of Park Commissioners

From: Ald. Jonathon Hansen

Meeting Date: Thursday, July 15

Bernice Lovesee of S. Saint Bernard Dr has been very active in organizing and participating in senior programming in De Pere for many years, and currently runs the euchre card game programming. She was involved with the fundraising efforts for when the Community Center was originally built. According to Bernice, initially a group of seniors raised money to help construct a Senior Center, but this ultimately morphed into constructing a broader Community Center for all residents. In recognition of these efforts, an unwritten agreement was established to allow seniors to use the lower level of the building for programming and not be charged any rental fees, which is an arrangement that continues to this day.

Per a phone conversation that I had former Mayor Mike Walsh, a group of senior citizens were indeed involved in the initial fundraising, along with other civic groups, such as the De Pere Men’s Club and Optimist Club. In addition, after the Community Center was first built, the City offered naming rights for specific parts of the building, but no individual party donated enough to secure one of those rights. While the lower level is primarily used for senior programming, former Mayor Walsh also noted that the lower level can be rented for purposes other than senior programming.

As a way to commemorate the senior citizens who helped with the original fundraising for the Community Center, Bernice would like to donate a small sign that says “Senior Center” for the lower level of the Community Center. She offered to donate \$100 for the sign, and recently visited Jones Sign on Lawrence Drive. The owner of Jones Sign offered to sell her a sign for \$200, and also said that he would personally cover the remaining \$100. Thus, there would be no cost to the City.

I am requesting that the Park Board consider whether a “Senior Center” sign should be installed. Thank you for your consideration.

CITY OF DE PERE MEMO



To: Board of Park Commissioners

From: Marty Kosobucki

Date: July 15, 2021

RE: Naming of Senior Center at Community Center

As part of this discussion we wanted to provide our Park Board members with our staff perspective.

While our seniors enjoy and utilize the lower level frequently, so do a wide variety of community members. We have children birthday parties, family reunions, bridal showers, baby showers, corporate meetings, athletic group registrations, school groups, various clinics, fitness, dance & enrichment classes and others that frequently use the lower level. By changing the name of the lower level to a "Senior Center", it then implies the facility is only available to seniors....which is certainly not the case. We do not think it would be appropriate and/or effective to name a facility for a specific population, when the intent of the facility was for everyone.

It is true that a group of senior citizens provided significant assistance to the original fundraising efforts for the project. When the Community Center was first built, naming rights for specific parts of the building were offered. However, no group, organization or individual party donated enough to acquire one of those rights. If one part of the Community Center was now named in honor of one of the groups that helped make the building possible, other groups that originally contributed towards the project might also ask to be recognized with naming rights. For instance, the Men's Club and Optimist Club assisted with the initial fundraising campaign as well.

We believe the true intent of the Community Center was to serve all populations and audiences. By specifically naming a part of the facility for one population or target audience, we believe this will create confusion within our community as to who can use it. While we appreciate and embrace our seniors, we do not feel it would be appropriate from a community perspective to name the lower level the Senior Center.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration & Possible Action to Accept \$350 Donation from the Woman's Club of De Pere to Recreation Scholarship Fund.*

Staff is requesting the Board of Park Commissioner's approval for the Parks & Recreation Department to accept a \$350 donation from the Woman's Club of De Pere towards the Recreation Scholarship Fund.

Through 2020, this program has awarded 363 scholarships to families in the City of De Pere. Not only have these scholarships allowed children to participate in a variety of youth instructional programs, sports programs and swim lessons, but also, it has allowed families to purchase season pool passes which is a great benefit especially with the brand new VFW Aquatic Facility!

Thank you for your time and consideration.

Donation Information:

From: Woman's Club of De Pere
c/o Barbara Spitzer, Treasurer
615 Knoll Terrace, De Pere
To: De Pere Parks & Recreation Department
For: Recreation Scholarship Fund
Amount \$350



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration & Possible Action to Accept a \$500 Donation from BCCWC for Activities/CC Facility Needs.*

The De Pere Community Center was a recipient of one of Brown County Community Women's Clubs community awards. Staff is seeking approval to accept this \$500 donation from BCCWC, which will be used to support recreation activities for all ages and Community Center facility needs. Thank you for your time and consideration.

DONATION INFORMATION:

From: Brown County Community Women's Club
c/o Betty Jensen, President
PO Box 28216
Green Bay, WI 54324

Item: \$500 to support recreation activities for all ages and Community Center facility needs



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration & Possible Action to Accept a Donation of a First Aid Table from BayCare Clinic, Green Bay.*

Staff is seeking approval to accept a donation of a First Aid Table for the VFW Aquatic Facility from BayCare Clinic in Green Bay. This donation is valued at \$582.80, which included freight. Staff was very appreciative of this donation as there was a lot of equipment and supplies needed for opening of our new facility.

Thank you for your time and consideration.

DONATION INFORMATION:

From: BayCare Clinic
c/o Michael Schmidt, Director of Strategic Growth & Business Development
1035 Kepler Drive
Green Bay WI 54311

Item: \$582.80 - First Aid Table at VFW Aquatic Facility



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Consideration and Possible Action to Accept a \$2,500 Donation to the Recreation Scholarship Fund from the Wochinske Family Foundation.*

ATTACHMENTS:

- Wochinske Donation (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar
Date: July 8, 2021

RE: **Approve Donation from Wochinske Foundation**

This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of \$2,500 for the Wochinske Foundation to be placed in the Recreation Scholarship Fund.

This is the eleventh year that Jim and Kathy Wochinske have donated to this fund. In total they have contributed \$23,500 to the Recreation Scholarship fund. They appreciate that the City offers this for our residents and truly enjoy contributing to this great program.

Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve the Financial Statements for the De Pere Ice Arena.

ATTACHMENTS:

- Copy of 20-21 DePere PL vs PY (XLSX)
- Copy of DP Balance Sheet 2021 (XLSX)

De Pere Ice Arena
Profit & Loss Prev Year Comparison
June 2020 through May 2021

3.7.a

	Jun '20 - May 21	Jun '19 - May 20
Ordinary Income/Expense		
Income		
4003 · Advertising Revenue	1,950.00	1,875.00
4004 · Figure Skating	73,681.96	50,900.46
4004b · Kick-Synch	5,012.58	11,536.04
4005b · Ice Rental-Deacons	7,739.70	6,110.88
4007 · Ice Rental-Private		
4007i · De Pere High School	26,176.73	27,031.85
4007j · DePere Youth Hockey	68,170.95	74,094.09
4007 · Ice Rental-Private - Other	0.00	450.63
Total 4007 · Ice Rental-Private	94,347.68	101,576.57
4007a · Non Contracted Ice	12,384.40	2,014.76
4008 · Ice Rental-SNC	6,730.04	12,887.99
4011 · Men's League	0.00	9,827.47
4012 · Misc	0.00	301.99
4013 · Open Skate/Open Hockey	791.86	451.17
4016 · Vending	26.54	12,732.63
Total Income	202,664.76	210,214.96
Gross Profit	202,664.76	210,214.96
Expense		
5000 · Building Expense		
5000a · Repairs and Maintenance	8,974.87	33,703.57
5004 · Service Contracts	7,813.81	7,614.15
5005 · Zamboni	572.17	338.80
Total 5000 · Building Expense	17,360.85	41,656.52
5001 · Insurance Expense	14,400.00	14,400.00
5300 · Office Expense		
5300a · Bank Service Charges	173.97	210.49
5300d · Office Supplies	0.00	938.89
5300f · Telephone Expense	2,610.31	2,714.22
Total 5300 · Office Expense	2,784.28	3,863.60
5400 · Payroll		
5400a · FICA Employer	4,101.49	4,549.90
5400c · Medicare Expense	931.42	1,099.45
5400d · Regular Earnings	30,278.28	31,359.18
5400e · Salaries	35,890.84	42,014.70
5400g · Payroll Processing Fees	650.00	650.00
Total 5400 · Payroll	71,852.03	79,673.23
5500 · Program Expense		
5500a · Advertising and Promotion	1,575.00	2,137.50
Total 5500 · Program Expense	1,575.00	2,137.50
5600 · Water	4,733.04	8,801.34
5601 · Gas	4,901.06	4,857.48
5602 · Electric	38,766.32	42,539.70

De Pere Ice Arena
Profit & Loss Prev Year Comparison
June 2020 through May 2021

	<u>Jun '20 - May 21</u>	<u>Jun '19 - May 20</u>
5700 · Vending Expense	233.65	7,276.22
6000 · Depreciation Expense	2,796.16	4,600.89
Total Expense	159,402.39	209,806.48
Net Ordinary Income	43,262.37	408.48
Other Income/Expense		
Other Expense		
7000 · Split with City of De Pere	0.00	204.24
Total Other Expense	0.00	204.24
Net Other Income	0.00	-204.24
Net Income	43,262.37	204.24

	<u>May 31, 21</u>
ASSETS	
Current Assets	
Checking/Savings	
1015 · Nicolet Bank	96,416.73
Total Checking/Savings	<u>96,416.73</u>
Accounts Receivable	
11000 · Accounts Receivable	20,791.39
Total Accounts Receivable	<u>20,791.39</u>
Other Current Assets	
1300 · Prepaid Expenses	4,367.53
Total Other Current Assets	<u>4,367.53</u>
Total Current Assets	121,575.65
Fixed Assets	
1600 · Equipment	89,822.48
1610 · Accumulated Depreciation	-77,032.86
Total Fixed Assets	<u>12,789.62</u>
TOTAL ASSETS	<u>134,365.27</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	2,010.00
Total Accounts Payable	<u>2,010.00</u>
Other Current Liabilities	
2703 Payable	30.04
2701 · Payable	2,836.89
Total Other Current Liabilities	<u>2,866.93</u>
Total Current Liabilities	<u>4,876.93</u>
Total Liabilities	4,876.93
Equity	
3900 · Unrestricted Net Assets	86,225.97
Net Income	43,262.37
Total Equity	<u>129,488.34</u>
TOTAL LIABILITIES & EQUITY	<u>134,365.27</u>



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Agreement with Cedar Corporation to Perform a Condition Analysis on Voyageur Park Retaining Wall and Sheet Pile Wall.*

ATTACHMENTS:

- Memo.Voyageur Condition Report (DOCX)
- L-2021 Voyager Retaining Wall and Sheet Pile Wall Inspection and Condition Report Proposal w A-1(PDF)
- RFP.retaining wall.Voyageur.II (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty J. Kosobucki
Date: July 15, 2021

RE: Proposed Agreement with Cedar Corp for Voyageur Park Condition Report on Retaining Wall

At a previous meeting, I shared with you that we did not get any bids in to conduct the condition analysis of the retaining and sheet pile wall at Voyageur Park. I also mentioned at the time, one of the consultants contacted me and said they were still interested. Included in your packet is a proposal from Cedar Corporation to conduct an analysis of our retaining wall and sheet pile wall at Voyageur Park.

Staff would recommend accepting the proposal and forwarding to council.

June 28, 2021

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

RE: Proposal – Voyager Park – Retaining Wall

Dear Marty:

Cedar Corporation (Cedar) appreciates the opportunity to submit our proposal to assist the City of De Pere (City) with the Voyager Park – Retaining Wall Inspection and Condition Report.

PROJECT UNDERSTANDING

The City of De Pere is seeking proposals from experienced consultants to inspect a retaining wall and sheet pile wall at Voyager Park along the Fox River and channel, and to provide a condition report. The retaining wall appears to be showing signs of separating from the sidewalk and it is imperative for the City to understand the condition and safety of the entire retaining wall. The consultant will be required to analyze the condition of the retaining wall above and below water levels.

SCOPE OF SERVICES

Based on our project understanding, as described above, and per the Scope of Services and City's Responsibilities provided in the Request For Proposal (RFP), we offer the following Scope of Services:

A. Kick off Meeting – **Virtually**

1. Kick Off Meeting with City of De Pere. Cedar to set up.

B. Pre-Inspection Meeting

1. Review of expectations and site – **to be completed the day of the inspection.**

C. Wall Inspection

1. The Consultant shall coordinate inspection of the retaining wall and sheet pile wall above and below the water lines to fully determine their condition. Inspection area is identified by reviewing the enclosed map.

D. Report/Analysis

1. The Consultant is expected to produce a report that will give a clear indication of the following:
 - a. Condition of the retaining wall.
 - b. Condition of the sheet pile wall.
 - c. Reasons and/or conditions contributing to issues with the walls.
 - d. Options for repairing/fixing the walls and site.
 - e. Provide a priority level to issues identified within the scope of work.
 - f. Provide cost estimates to repairing the identified issues within the scope of work.

E. Meetings

1. The Consultant shall plan for meeting attendance at, but not limited to, the following meetings:
 - a. Initial meeting with City Staff to discuss project and timeline.
 - b. Meeting with staff of initial findings.
 - c. Meeting with staff to review final report.

CITY RESPONSIBILITIES

The City will be responsible for providing access to the location.

INSURANCE

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

FEE

Cedar proposes to complete the work scope as identified on the *Proposal Fee Schedule* in the RFP and attached to this proposal.

DELIVERY

The deliverables for this project include the following:

- A. Provide one copy of a report that contains the following information:
 1. Explanation of methods used to analyze retaining wall and sheet pile wall.
 2. Summary of the condition of the walls and supporting infrastructure.
 3. Summary of areas that are failing and theory of why they are failing.

4. Areas that are identified as failing or in need of attention shall be given a priority ranking. This priority ranking should identify repairs to be done in the following method:
 - a. High – Repairs should be done immediately, or within one year.
 - b. Medium – Repairs should be done within two to three years.
 - c. Low – Repairs should be done after three years.
5. Recommendations on what should be done to repair or replace failing areas.
6. Cost opinion on repairing or replacing areas identified in the plan.

SCHEDULE

The work is to be completed and report submitted to the City by September 1, 2021.

CONTRACT

The consultant agreement for professional services will be prepared by the City utilizing the agreement utilized on previous Cedar Project for review and execution by Cedar.

ADDITIONAL INFORMATION

The City will provide all information requested to assist consulting services and will pay for permitting fees associated with the project.

In closing, 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 M. Majkowski, P.E.
Director

TMM/cap

A-1

Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address: 1695 Bellevue Street

Company Address: Green Bay, WI 54311

Company Representative: Thad Majkowski, P.E.

Signature: 

Item	Fee
Voyageur Retaining Wall and Sheet Pile Wall Inspection and Condition Report	
Inspection and Condition Report	\$ 7,200.00 (Lump Sum)
Total Fee	\$ 7,200.00 (Lump Sum)

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost

Request for Proposals

Voyageur Park - Retaining Wall Inspection and Condition Report



Request for Proposals

Voyageur Park – Retaining Wall Inspection and Condition Report

Table of Contents:

- I. Introduction
 - a. Project Summary
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 - a. Phase I – Design specifications and schematic plan
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- IV. Meetings
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- VII. Insurance
- VIII. Proposal Submittals
 - a. Executive Summary
 - b. Introductory Letter
 - c. Consultant Background and Information
 - d. Project Understanding
 - e. Similar projects
 - f. Project Schedule/Timeline
 - g. Fee schedule
- IX. Delivery
- X. Sample City of De Pere Consultant Agreement
- XI. Additional Information/Attachments

Request for Proposals

Voyageur Park – Retaining Wall Inspection and Condition Report

I. Introduction

A. Project Summary

The City of De Pere of De Pere is seeking proposals from experienced consultants to inspect a retaining wall in Voyageur Park along the Fox River and channel, and provide a condition report. The wall runs along a channel of the Fox River and along a part of the Fox River where it supports a sidewalk for park users to enjoy the river and recreate. The wall is showing signs of separating from the sidewalk and it is imperative for the City to understand the condition and safety of the entire facility. The consultant will be required to analyze the condition of the retaining wall above and below water levels.

Your proposal must be submitted to our office by May 10, 2021 at 3:00 pm. Proposals can be submitted either by paper copy or via email to Marty Kosobucki.

B. City Contact Information

Questions related to this RFP should be directed to:

Marty Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
920-339-4065
mkosobucki@mail.de-pere.org

C. Directions for Submittal of Proposal

Consultants shall submit one (1) copy of their proposal either through e-mail or hard copy.

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm, on May 10, 2021 at the following address:

Marty J. Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115

Packages containing the proposal shall be clearly marked on the outside by indicating: **Voyageur Park – Retaining Wall.**

D. Pre-Proposal Meeting

There are no pre-proposal meetings planned for this RFP. Questions related to this RFP should be directed, in writing, to Marty Kosobucki, Director of Parks, Recreation and Forestry.

II. Project Description

The City has allocated funding in the past to have a consultant review and inspect the condition of the retaining wall along the channel of the Fox River and along parts of the Fox River. The project has been on hold due to high water levels over the past two years.

It is the City's intent to hire a consultant that can appropriately and accurately assess the condition of the retaining wall in Voyageur Park, both above and below the water lines. It is imperative the City understands the full condition of the retaining wall to ensure the safety of park users.

The consultant shall provide a report detailing the condition of the retaining wall and sheet pile wall within the limits of the identified area. An enclosed map can be found in the Appendix (A-3) describing the work area. The report shall also include recommendations of repair (if needed), a priority level to the repairs, and cost estimates.

When completed, the report shall provide a clear picture on the condition of the retaining wall, sheet pile wall, conditions causing any issues, and recommendations of repair/replacement, and cost estimates.

III. **SCOPE OF SERVICES:**

A. Pre-Inspection Meeting:

1. Kick off meeting with City of De Pere.
2. Review of expectations and site.

B. Wall Inspection

1. The Consultant shall coordinate inspection of the retaining wall and sheet pile wall above and below the water lines to fully determine their condition. Inspection area is identified by reviewing the enclosed map (A-3).

C. Report/Analysis

1. The Consultant is expected to produce a report that will give a clear indication of the following;
 - i. Condition of the retaining wall.
 - ii. Condition of the sheet pile wall.

- iii. Reasons and/or conditions contributing to issues with the walls.
- iv. Options for repairing/fixing the walls and area.
- v. Provide a priority level to issues identified within the scope of work.
- vi. Provide cost estimates to repairing identified issues within the scope of work.

IV. Meetings

The Consultant shall plan for meeting attendance at, but not limited to, the following meetings:

- Initial meeting with City Staff to discuss project and timeline.
- Meeting with staff of initial findings.
- Meeting with staff to review final report.

V. City Responsibilities

The City will be responsible for the following:

- Provide access to the location.

VI. SCHEDULING:

A Consultant will be recommended for approval to the Common Council by the Board of Park Commissioners. Once the approvals are attained City Staff will work promptly to provide the Consultant Agreement to the Consultant and City Officials for execution. Developing the design specifications and schematic will commence no later than two weeks after the execution of the agreement. The timing of bidding and construction will be determined once the design criteria have been completed.

VII. INSURANCE:

- A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:
 - 1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
 - 2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
 4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.
- B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

VIII. PROPOSAL SUBMITTALS:

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@mail.de-pere.org or deliver, either in person, or by courier or mail to: Voyageur Retaining Wall, 925 S. Sixth Street, De Pere WI 54115

1. Consultant Background and Information
 - a. Include location of office, years of relevant experience, size of organization, other consultants you may be cooperating with, list of staff and relevant experience, etc...
2. Understanding of Project
 - a. Develop a summary of your understanding of the project, what needs to be done, and how you plan to accomplish those tasks.
3. Similar Projects
 - a. List a minimum of 3 projects of similar scope and service.
4. References
 - a. List a minimum of 3 references related to similar work.
5. Timeline
 - a. Show a detailed timeline of your plan to bring this project to successful completion.
6. Fee
 - a. List a lump sum fee for each component of the project.

IX. DELIVERY:

The deliverables for this project include the following:

1. Provide one copy of a report that contains the following information
 - a. Explanation of methods used to analyze retaining wall and sheet pile wall.

- b. Summary of the condition of the walls and supporting infrastructure.
- c. Summary of areas that are failing and theory of why they are failing.
- d. Areas that are identified as failing or in need of attention shall be given a priority ranking. This priority ranking should identify in the following method; 1) High – Should be done immediately or within one year, 2) Medium – Repair/replacement should be done within 2-3 years. 3) Low – Repair/replacement should be done after 3 years.
- e. Recommendations on what should be done to repair or replace failing areas.
- f. Cost opinion on repairing or replacing areas identified in the plan.

X. FEE:

Provide a lump sum fee. Should there be any items outside the scope of services listed in the RFP your firm feels should be included, we encourage the Consultant to include alternate fees for such work. A fee schedule can be found in the Appendix A-1.

XI. ADDITIONAL INFORMATION:

A sample Consultant Agreement the City uses is included with the RFP. It can be found in the Appendix A-2.

The City will provide the following information to the consultant:

- Aerial map showing the work area. See Appendix A-3.
- Photos identifying separation of retaining wall from sidewalk in work area. A-4

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@mail.de-pere.org.

Appendix

| A-1

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item	Fee
Voyageur Retaining Wall and Sheet Pile Wall Inspection and Condition Report	
Inspection and Condition Report	\$
Total Fee	\$

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost

A-2

(Sample Consultant Agreement)

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____ (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and _____ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description) _____; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) ____ City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated ____ (date) ____ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following

minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or

any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

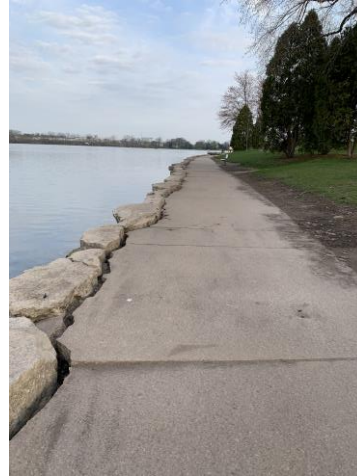
By: _____
Carey E. Danen, City Clerk

H:\azills\Agreements\Consultant Agreement Template11-25-19.docx

A-3 – Voyageur Park – Work Area



A – 4 Work Zone Photos



A-4 Work Zone Photos





City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action on Requesting Additional Funds to Complete Fox Point Furnace.*

ATTACHMENTS:

- Memo.Fox Point Furnace (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: July 15, 2021

RE: Additional funds required to complete Fox Point Furnace Project

Staff is requesting the Board of Park Commissioners to consider requesting additional funds to complete the furnace project at Fox Point or postpone the project till 2022.

Our building maintenance staff did a thorough investigation into the costs to install a furnace prior to our 2021 Budget. We have budget an amount of \$5,000 in our 2021 Budget. The two main costs for this project are the purchase and installation of the furnace and the installation of the gas line and meter. The installation of the furnace went as planned and was consistent with our budget projection. However, when we began working with WPS their estimate more than doubled.

Our two choices are 1) budget additional funds for 2022 and complete the project next year, or 2) request an additional \$3,000 from City Council to complete the project this year.

Summary of Options - Waiting till 2022 is a viable option. Although the furnace is installed, it is not going to hurt or hamper the use of the facility. However, if we do wait our electric bill will be significantly higher as we keep an electric heater running so the facility can be used and pipes do not break due to cold temperatures. If we request additional funding, we will be able to install and activate the furnace this fall/winter and then be able to heat the building more efficiently.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Emergency Repair to De Pere Ice Arena.*

ATTACHMENTS:

- Memo.Roof Repair Ice Arena (DOCX)
- Roof.Repair Quote (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: July 15, 2021

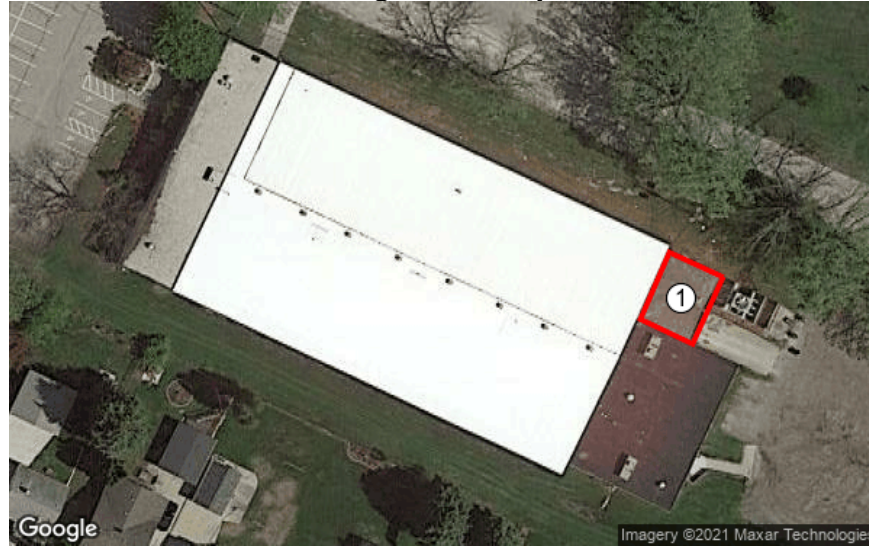
RE: Emergency Repair to Ice Arena Roof

Brown County Ice Management contacted the Director and informed him there is a section of the De Pere Ice Arena roof that is currently failing and in need of repair. The section of roof is over the garage for the Zamboni and refrigeration plant. I have discussed the roof with our Building Maintenance Supervisor and he agrees the roof should be replaced. In following with our contract, any capital related items over \$5,000 are required to be funded by the City.

Currently we have approximately \$139,000 in the Ice Arena Fund, however the fund is still paying back the City for the cost to repair the refrigeration plant a couple of years back. Based on our Finance Director's calculations the Ice Arena fund would still be about \$14,000 in the red. However, considering the urgency of the repair and the potential damage to the facility if we don't repair it, staff recommends approval of the roof repair and take funding from the Ice Arena Fund.



Management Report



Cornerstone Community Ice Center
DePere Ice Rink
1450 Fort Howard Avenue, De Pere, WI

Prepared For
CORNERSTONE
COMMUNITY CENTER



Powered By
 **facilitycontrolsystemstm**

DePere Ice Rink
1450 Fort Howard Avenue
De Pere, WI 54115

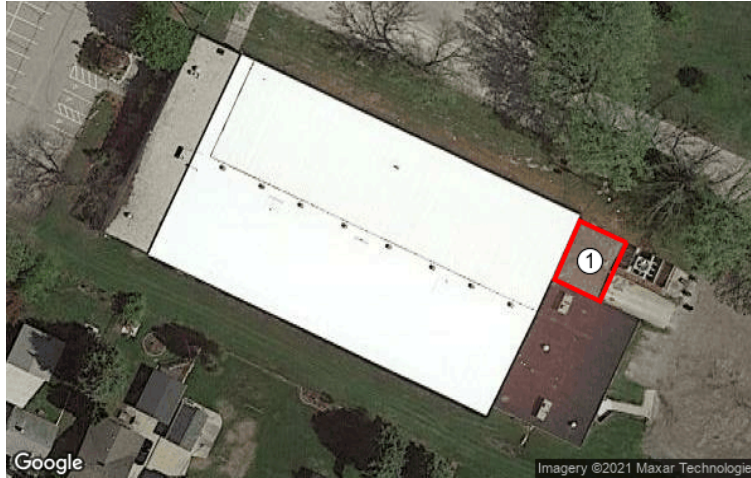
3.10.b

Overview

Section 1

Budget Matrix

Site Overview



Total Sections: 1
Total Sq Ft: 1,045

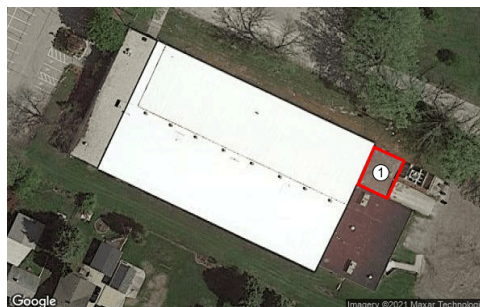
Map	Name	Sq Ft	Est Install	Grade
1	Section 1	1,045		F

DePere Ice Rink
1450 Fort Howard Avenue
De Pere, WI 54115

Observations

Section: Section 1
Size: 1045
Overall Grade: F

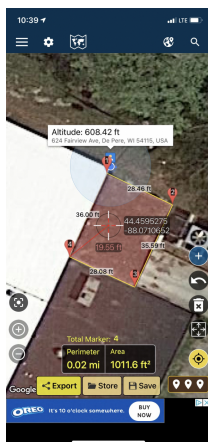
Inspection Date: 06/21/2021
Inspector: David Gaskill



Looking down on the failing roof



Looking down on the failing roof



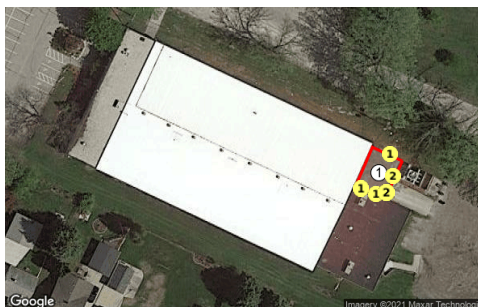
Aerial view with dimensions.

DePere Ice Rink
1450 Fort Howard Avenue
De Pere, WI 54115

Deficiencies

Section: Section 1
Size: 1045
Overall Grade: F

Inspection Date: 06/21/2021
Inspector: David Gaskill



1



Com-3 - Flashings - Open Flashing - Wall/Curb (Emergency)

Quantity: 40 LF

Deficiency:

Flashing is opened at wall or curb condition.

Corrective Action:

Given the age and overall poor condition. Replacement is recommended.

2



Com-3 - Flashings - Tenting (Emergency)

Quantity: 30 LF

Deficiency:

Tenting membrane is caused by the membrane shrinking that takes place over time. The shrinking of the membrane is causing the flashing to pull away from perimeter walls and promoting flashing failure.

Corrective Action:

Given the age and overall poor condition. Replacement is recommended.

DePere Ice Rink
1450 Fort Howard Avenue
De Pere, WI 54115

Deficiencies (continued)

Section: Section 1

Size: 1045

Overall Grade: F

Inspection Date: 06/21/2021

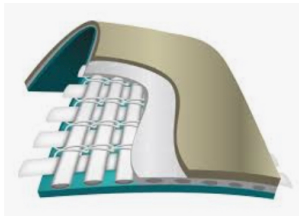
Inspector: David Gaskill



3



FiberTite Roofing Membranes: Tough...
 fibertite.com



Com-2 - Field - FiberTite Replacement Recommendation (Emergency)

Quantity: 1 EA

Deficiency:

The roof system is in distress from age and accelerating degradation and should be considered for replacement.

Corrective Action:

Project Specification Notes

Roof replacement plans include the following:

1. An OSHA approved site protection plan.
2. Remove all existing stone ballast so the old rubber membrane can be sliced and reused as a slip sheet to protect the new roof system.
3. RESKIN - Replacement of the old roof membranes using a new, 36 mil FiberTite roof assembly over 1/2" HD EPS Recovery Board.
3. All seams and flashings will be cleaned and hot air welded with our robotic welder.
4. During the project all existing insulation and deck conditions will be inspected for moisture and structural damage. Since these conditions are concealed and are not quantifiable before the roof membrane is removed.
5. At walls and penetration flashings a matching, a new, fully adhered 36 mil flashing system will be provided. All penetrations will be secured with termination bar and sealed to comply with the manufacturer specifications.
6. At perimeters our plan includes new 24 gauge prefinished steel coping trim.
7. Stone ballast will be reused to cover the new FiberTite roof system.
8. A 10 year SLR workmanship guarantee.
9. A 20 year FiberTite material manufacturer's guarantee.

Estimated Repair Cost:

\$9,685.00

DePere Ice Rink
1450 Fort Howard Avenue
De Pere, WI 54115



Summary

Section: Section 1
Size: 1045
Overall Grade: F

Inspection Date: 06/21/2021
Inspector: David Gaskill

Condition Summary

Membrane: F
 Flashings: F
 Sheet Metal: D

Overall: F

Overall Grade

A = 10 Years or more of service life remaining
 B = 8-10 Years of service life remaining
 C = 5-7 Years of service life remaining
 D = 2-4 Years of service life remaining
 F = Less than 1 Year of service life remaining

Recommendations

Given the age and overall poor condition. Replacement is recommended.

Estimated Repair Costs: \$9,685.00

Estimated Replacement Costs: \$9,685.00

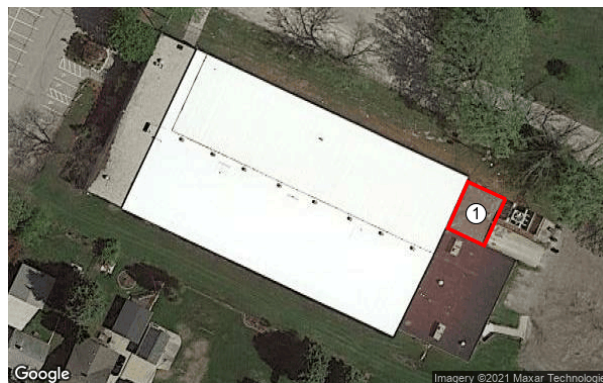
Security-Luebke Roofing, Inc.

3921 E Endeavor Dr. Appleton, WI 54915



Cornerstone Community Ice Center
1640 Fernando Drive
De Pere, WI 54115

PROPERTY:
DePere Ice Rink
1450 Fort Howard Avenue
De Pere, WI

**1 - Section 1 (1,045 Sq Ft) Grade F**

Deficiency	Qty	Emergency	Remedial
Open Flashing - Wall/Curb	40 LF	\$0.00	\$0.0
Tenting	30 LF	\$0.00	\$0.0
FiberTite Replacement Recommendation	1 EA	\$9,685.00	\$0.0
Total		\$9,685.00	\$0.00

DESCRIPTION	AMOUNT
☐ Emergency	\$9,685.00
☐ Remedial	\$0.00

PAYMENT TERMS

Payment terms: Due on Receipt

AUTHORIZATION TO PROCEED

Signature: _____ Date: _____ \$ _____

Printed Name: _____ PO # _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do

the work as specified.

3.10.b

- 1) Additional or any unforeseen conditions outside the authorized work specified, will be performed on a time and material basis.
- 2) The contractor is granted access to the building and property with trucks and equipment for lifting and lowering material. The owner grants permission and is responsible for damage caused to the driveway, sidewalk, and landscaping by access to the building, property, and roof for the activities.
- 3) If payment is not made when due, interest, cost of collection, and attorney fees shall be added to the unpaid balance. Interest shall accrue at the rate of 1.5% per month on the unpaid balance.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Sign and Verbiage on the VFW Aquatic Facility Plaque.

ATTACHMENTS:

- Memo.VFW Plaque (DOCX)
- VFW Plaque - Final (PDF)
- VFW Plaque - Final (2) (PDF)
- VFW Plaque - Final (3) (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: July 15, 2021

RE: Commemorative Plaque at VFW Aquatic Facility

Due to the amount of transition in Park Board members, City Council, and staff we wanted to wait until we have some level of stability in people before we moved forward with the final approval of a commemorative sign at VFW Aquatic Facility.

The ultimate question we need the Park Board's guidance on is which names would you like included as part of the plaque? There is no perfect answer to this question, so it's just a matter of what your preference is. We have included a couple of examples with regard to a plaque and potential names.



VFW AQUATIC FACILITY

CONSTRUCTED 2020 – 2021

CITY OF DE PERE

JAMES BOYD – MAYOR

ALDERPERSONS

FIRST DISTRICT

AMY CHANDIK KUNDINGER
SHANA DEFNET LEDVINA

SECOND DISTRICT

JONATHON HANSEN
KELLY RUH

THIRD DISTRICT

MIKE ESERKALN
DEAN RAASCH

FOURTH DISTRICT

DAN CARPENTER
JOHN QUIGLEY

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RYAN JENNINGS – VICE CHAIR

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MELISSA THIEL COLLAR

TEEN ADVISORS

CHRISTOPHER SOQUET
LYDIA MC MORROW

DE PERE PARKS & RECREATION STAFF

DIRECTOR

MARTY KOSOBUCKI

RECREATION SUPERINTENDENT

PAULA RAHN

RECREATION SUPERVISOR

JOHN MCDONALD

PREVIOUS INFLUENTIAL

ELECTED OFFICIALS & PARK BOARD MEMBERS

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MICHAEL WALSH - MAYOR
LARRY LUECK - ALDERPERSON
CASEY NELSON - ALDERPERSON

PARK BOARD MEMBERS

GEORGE BROWN – CHAIR
SUE SCHINKTEN
BILL VOLPANO

TEEN ADVISORS

ELLA BUBOLTZ
RACHEL MC MORROW
WILLIAM SOQUET

GRAEF – ARCHITECT/ENGINEER

HOWARD IMMEL CONSTRUCTION – CONTRACTOR



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City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Staff Report on the status of the Multi-use Facility at Voyageur Park and the Creation of a Fundraising Committee.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Staff Report on Status of VFW Aquatic Facility Opening.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Staff report on Recruitment of Recreation Supervisor.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 15, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Staff Report on Recruitment of Arborist.
