

BOARD OF PARK COMMISSIONERS MEETING NOTICE

Pursuant to Wisconsin Statutes § 19.84, notice is hereby given to the public and news media that a regular meeting of the Board of Park Commissioners of the City of De Pere will be held on June 20, 2013 at 6:30 p.m. in the Council Chambers of City Hall, 335 South Broadway St., De Pere, Wisconsin 54115.

*Items marked are to be forwarded to City Council for approval.

AGENDA FOR SAID MEETING:

1. Minutes of Board of Park Commissioners Meeting of May 16, 2013. (Attachment)
2. Review and consider proposal from Steve Seidl to donate docks at James St. Parkway. (Attachment)*
3. Review and consider donating fence to Army Corp of Engineers. (Attachment)*
4. Continued discussion on future of Humana Sports Park.
5. Review and consider donation from ENCAP. (Attachment)*
6. Review and consider \$2000 donation from Wochinske Foundation for the Recreation Scholarship Program. (Attachment)*
7. Presentation from our Teen Advisory Member Sara Meiners.
8. Public Comment Period.
9. Future Agenda Items.
10. Staff Updates
 - (a) Riverwalk (Dogs/Signs)
 - (b) Day Camp
 - (c) Pools
 - (d) Hunting in the Parks Proposal
13. Adjournment

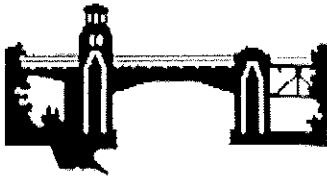
Marty Kosobucki
Director of Parks, Recreation & Forestry

AGENDA SENT TO:

Committee Members (hard copy)
Alderspersons (hard copy)
Mayor Michael J. Walsh (hard copy)
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Marty Kosobucki
Stephanie Aerts
Don Melichar
Paula Rahn
Lori Tonn
De Pere Journal
Ben Villarruel, Unified School District
John Zegers, West De Pere School District
De Pere Rapides Soccer
Larry Lueck, De Pere Baseball

Eric Berg, De Pere Youth Hockey
Tod Maki, De Pere Select Soccer
Shana Defnet (hard copy)
City Hall, 1st Floor
City Hall, 2nd Floor
De Pere Area Chamber of Commerce
Brown County Library, De Pere
TV & Radio Stations
Scott Thoresen
Green Bay Press Gazette
Sara Meiners, Teen Advisory Board
Steve Seidl and Schmidt Boar Lift & Docks
James Bonetti P.E., Army Corp of Engineers

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. Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Park, Recreation and Forestry office at 339-4065 by Noon, June 20, 2013, so arrangements can be made.



Memorandum

To: Park Board

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

Re: Agenda Summary

Date: June 20, 2013

1. **Minutes of Park Board meeting**

2. ***Consider proposal from Steve Seidl to donate docks at James Street Parkway.**

I have attached a proposal from Steve Seidl with regard to installing an extension to the boat slips down at James Street Parkway. The proposal includes two phases, in which we would target Phase I as soon as possible. Phase II would be done when funding from Mr. Seidl's group comes available. (Attachment)

Staff Recommendation: Approve and forward to council.

3. ***Consider donating fence to Army Corp of Engineers.**

The Army Corp of Engineers currently has installed a black decorative fence on their property by the Riverwalk. In addition to the black decorative fence, they also have a blue railing that is in poor condition and in need of replacement. The ACOE has indicated the fence cost is too high and is not interested in installing or purchasing our left over fence. In order to make a uniform look down at the Riverwalk it has been suggested we donate our left over fence to ACOE so that they can install the fence to the gangway and make a uniform look on site. The cost of installation would be on ACOE.

Staff Recommendation: None at this time.

4. **Continued discussion on future of Humana Sports Park.**

We have not heard back from Humana yet, and the item of constructing a diamond in Jim Martin Park will be on the Finance and Council agendas. I will be able to update you on the Finance Committee and Council direction at the park board meeting.

Staff Recommendation: Continue discussion item.

5. ***Consider donation from ENCAP.**

A representative from ENCAP has offered to seed and fertilize the area around Legion Playground. The value of the donation is approximately \$1540. We see no reason to reject the donation.

Staff Recommendation: Approve and forward to council.

6. ***Consider \$2000 donation from the Wochinske Foundation for the Recreation Scholarship Program.**

We recommend accepting this very generous donation from the Wochinske Foundation.

Staff Recommendation: Approve and forward to council.

7. **Presentation from our Teen Advisory Member, Sara Meiner.**

Sara will be providing a short presentation on her experience as the Teen Advisory Member with the Park Board.

Staff Recommendation: None

8. Public Comment Period

9. Future Agenda Items

10. Staff Updates

- a. Riverwalk (Dogs/Signs)
- b. Day Camp
- c. Pools
- d. Hunting in Parks Proposal

11. Adjournment

**BOARD OF PARK COMMISSIONERS MEETING
CITY OF DE PERE, WISCONSIN – May 16, 2013**

The Board of Park Commissioners of the City of De Pere, Wisconsin, met in regular session at the De Pere Municipal Service Center, 925 South Sixth St., De Pere, Wisconsin on Thursday, May 16, 2013.

Roll Call: George Brown called the meeting to order at 6:30 p.m. Roll call was taken and the following members were present Alderpersons Donovan, Lueck and Rafferty, Board members Kowalczyk and Volpano. Excused absence Board Member Schinkten and Teen Advisor Sara Meiners. Also present: Marty Kosobucki and Don Melichar.

1. **Review and consider the minutes of the Board of Park Commissioners meeting April 18, 2013. (Attachment)**

Mike Donovan made a motion to approve the minutes of the Board of Park Commissioners meeting of April 18, 2013, seconded by Bill Volpano. Motion passed.

2. **Review and consider the Community Center 1st Quarter Report. (Attachment)**

Bill Volpano made a motion to approve the 1st Quarter Report of the Community Center, seconded by Mike Donovan. Motion passed.

3. **Review and consider the De Pere Ice Center 1st Quarter Report. (Attachment)**

Rod Kowalczyk made a motion to approve 1st Quarter Report of the De Pere Ice Center, seconded by Bill Volpano. Motion passed.

4. **Review and consider request to allow Brown County to install decorative fence in front of Ice Arena (Attachment)***

Rod Kowalczyk made a motion to open the meeting at 6:34 p.m., seconded by Mike Donovan.

Marv Hansen, 1500 Fort Howard Ave., De Pere from the Brown County Parks Department spoke with the board about the decorative fence Brown County would like to put in front of the Ice Center. He took questions from the board about the need for the fence.

Mike Donovan made a motion to close the meeting at 6:36 p.m., seconded by Lisa Rafferty.

Mike Donovan made a motion to approve Brown County Parks Department to install a decorative fence in front of the Ice Center with the stipulation that an agreement be developed which would call for future maintenance to be done by Brown County, seconded by Rod Kowalczyk. Motion passed.

5. **Review and consider donation from the family of Patricia Beck to be used for card activities. (Attachment)***

Rod Kowalczyk made a motion to accept the donation from the family of Patricia Beck to be used for card activities, seconded by Larry Lueck. Motion passed.

6. **Review and consider Master Plan proposals for Dog Park and Optimist Park. (Attachment)***

Mike Donovan made a motion to open the meeting at 6:40 p.m., seconded by Rod Kowalczyk. Motion passed.

Rodney Pennings 4063 – 3 Penny Court, De Pere from De Pere Girls Softball Association spoke with the board about the items that needed to be addressed at the Optimist Park. There was discussion about those items.

Jeff Bahling 3225 Yosemite Drive, Stevens Point from The Rettler Corporation took questions from the board in reference to the proposal for the Master Plan for the Dog Park and the Optimist Park.

Mike Donovan made a motion to close the meeting at 7:08 p.m., seconded by Lisa Rafferty.

Rod Kowalczyk made a motion to open the meeting at 7:08 p.m., seconded by Mike Donovan.

Mike Stumpf 1826 Briarwood Dr., De Pere from the De Pere Dog Park spoke with the board about the needs of the Dog Park. There was discussion about those items.

Rod Kowalczyk made a motion to close the meeting at 7:12 p.m., seconded by Mike Donovan.

Mike Donovan made a motion to take the monies for the Master Plans for the Dog Park and Optimist Park out of the Park Land Dedication fund and accept The Rettler Corporation proposal for the Master Plan, seconded by Rod Kowalczyk. Motion passed.

7. **Continued discussion on future of Humana Sports Park. (Attachment)***

Marty Kosobucki reviewed with the board the options for replacing two fields. He reviewed with the board the plan the Engineering Department gave him in reference to constructing a field at Jim Martin Park. Marty took questions from the board and there was discussion on the issue.

Bill Volpano made a motion to pursue Jim Martin Park to be used for a baseball diamond and forward the concept to City Council, seconded by Rod Kowalczyk. 5 ayes and Alderperson Lueck abstained from voting.

8. **Review and consider the issue of allowing hunting in the parks. (Attachment)**

Marty Kosobucki spoke with the board about allowing hunting in the parks. There was discussion about the issue.

George Brown made a motion to pursue opportunity for bow hunting with in certain select areas for hunting and bring the findings back to Park Board for consideration, seconded by Mike Donovan. 4 ayes, Bill Volpano and Rod Kowalczyk voted nay. Motion passed.

Mike Donovan made a motion to open the meeting at 7:58 p.m., seconded by Bill Volpano.

Dan McCutchin 1806 Sugar Place of the De Pere Dog Park spoke with board about hunting in the parks.

George Brown made a motion to close the meeting at 8:00 p.m., seconded by Larry Lueck.

9. **Review and consider the issue of allowing dogs on the Riverwalk.**

Marty Kosobucki spoke with the board about allowing dogs on the Riverwalk and Voyageur Park. There was discussion about the issue at the Riverwalk and Voyageur Park.

Mike Donovan made a motion to open the meeting at 8:06 p.m., seconded by Lisa Rafferty.

Mike Stumpf 1826 Briarwood, De Pere of the De Pere Dog Park Committee was asked to address the board about the issue and took questions from the board.

Bill Volpano made a motion to close the meeting at 8:12 p.m., seconded by Rod Kowalczyk.

Bill Volpano made a motion to allow leashed dogs on the Riverwalk and in Voyageur Park, seconded by Mike Donovan. Motion passed.

10. **Review and consider cooperative agreement with Definitely De Pere to offer free yoga classes in Voyageur Park. (Attachment)**

Rod Kowalczyk made a motion to allow free yoga classes in Voyageur Park, seconded by Lisa Rafferty. Motion passed.

11. **Public Comment Period.**

Dan McCutchin from the De Pere Dog Park stated we may want to limit the size of the leash on the proposed dog in the park at Voyageur Park.

12. **Future Agenda Items.**

None

13. **Staff Updates.**

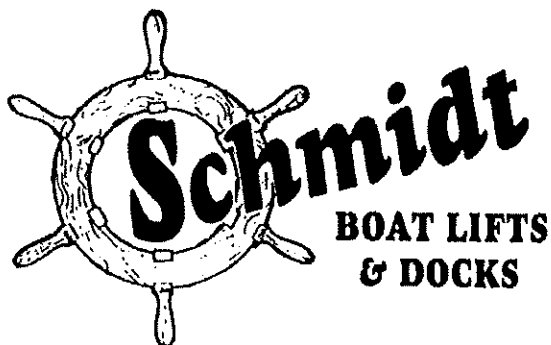
- (a) Riverwalk – The Riverwalk is complete and the Grand Opening on Phase II was a success. The Riverwalk will be closed the week of May 17-21, 2013.
- (b) Park Board meeting location – The meetings will be held at City Hall in June and another location in July.
- (c) Donation of 27” TV valued at \$100
- (d) Retirement of Steve VerHaagh – Marty announced Steve VerHaagh’s retirement from the Park Department.

14. **Adjournment.**

Bill Volpano made a motion to adjourn the meeting at 8:20 p.m., seconded by Rod Kowalczyk. Motion passed.

Respectfully submitted,

Debbie Zierson,
Secretary



Proposal

**SCHMIDT BOAT LIFT
& DOCK COPY**

**RETURN THIS COPY, SIGNED,
WITH YOUR DOWNPAYMENT**

N2223 W Frontage Rd.
Kaukauna, WI 54130
920-766-0856 ~ 1-800-236-4622
FAX 920-766-1746
www.schmidtboatlifts-docks.com

PROPOSAL SUBMITTED TO STEVE SEIDL		PHONE - HOME	PHONE - WORK - CELL - FAX 593-4111	PHONE - COTTAGE
STREET 999 THIRD STREET		EQUIPMENT STREET 999 THIRD STREET		
CITY, STATE AND ZIP CODE DE PERE WI 54115		EQUIPMENT CITY, STATE, ZIP CODE DEPERE WI 54115		
DATE 6/11/2013	SALESPERSON Neal Schmidt	LAKE/RIVER FOX RIVER	COUNTY OF DELIVERY NO TAX	

We hereby submit the following estimate:			
2 - 6' X 15' SECTIONS PILE-DRIVEN DOCK WITH 2 PILINGS EACH		4,734	00
AND AZEK VINYL TRIM AND DECKING - MATERIALS ONLY			
1 - PLATFORM AND SET STAIRS WITH ALUMINUM HANDRAIL ON BOTH			
SIDES OF STAIRS INCLUDES TOE RAIL - MATERIALS ONLY		3,042	00
**PRICE INCLUDES UP TO 20' OF PILING PIPE PER SECTION. ANY			
ADDITIONAL NEEDED WOULD BE BILLED.			
MATERIALS ONLY			

Approx. Deliv. Date or Pick-up	_____	CHECK BOX FOR LEFT OR RIGHT PLACEMENT OF WINCH WHEEL & INDICATE L'S & ACCESSORIES 	TAX	0 00
Delivery Charge	_____		TOTAL	\$7,776 00
Assembly Charge (at shop)	_____		DOWN	
Assembly Charge (on site)	_____		PAYMENT	
Installation in Water Charge	_____		UPON	
Extra Charge for Boat Delivery	_____		RECEIPT	\$7,776 00
TOTAL MISC. CHARGES	_____			

Other than ordinary circumstances could result in an extra charge, over and above the installation fees quoted. Some of these are deep water (over 54"), mud and/or muck, inclines on the bank or in the lake bottom, difficult property to get equipment to water's edge, etc. as well as necessary extra long leveling legs and dock posts. This labor will be charged out at regular labor fees; extra equipment will be billed as

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Attached Terms and Conditions have been read and understood.

Customer Signature: _____

Customer Signature: _____

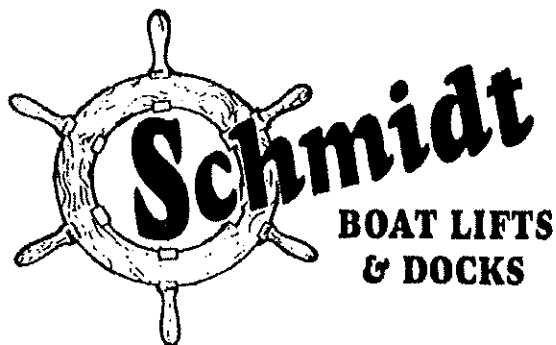
Date of Acceptance: _____

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Schmidt Boat Lifts & Docks Approval

TERMS & CONDITIONS

- 1) Much of the equipment and materials purchased from Schmidt Boat Lifts & Docks, Inc. will be ordered just for the customer's application. If the customer elects to cancel his/her order, he/she will be responsible for all expenses to return said equipment and materials to the supplier including freight cost both ways, restocking and handling fees as well as any expenses incurred by Schmidt Boat Lifts & Docks, Inc. Any down payment will be applied to all expenses incurred. Excess down payment will be returned if it exceeds expenses. Contracts for equipment and materials that are special ordered for a customer which cannot be returned may not be cancelled and all monies will come due according to the contract. Under such circumstances, the customer must take delivery of the equipment and materials within 30 days of delivery to Schmidt Boat Lifts & Docks, Inc.
- 2) The work outlined in the contract and the charges for the work proscribed is based upon representations by the customer or conditions known or visible at the time of inspection. This contract price does not anticipate, unless detailed herein, unusual conditions including, but not limited to, underwater rocks or rock formations, deep water, soft soil and soft bottom conditions. Additional labor costs, at the hourly labor rate for Schmidt Boat Lifts & Docks, Inc. at the time the work is performed, per hour will be charged over and above the contract price for adapting to these unknown conditions.
- 3) Equipment and material warranties are by manufacturer. Schmidt Boat Lifts & Docks, Inc. will act as an intermediary, wherever reasonable for the customer, on warranty claims, and will furnish documentation when feasible to assist the customer in pursuing a warranty claim. Labor, freight, and other expenses associated with warranty work is not always covered by the manufacturer. In the event that labor, freight, or other expenses are not paid by the manufacturer, the customer will be responsible to either exchange warranty parts or pay labor to Schmidt Boat Lifts & Docks, Inc. at the hourly labor rate for Schmidt Boat Lifts & Docks, Inc. at the time the work is performed.
- 4) Boat lifts and docks may shift or settle after installation. Shifting or settlement are not defects in the installation or the product, but can be due to the climate, the terrain, or damage by third parties. This contract provides no warranty for shifting or settlement. If the customer requests, Schmidt Boat Lifts & Docks may re-level the equipment, however, that work will be performed at the hourly labor rate for Schmidt Boat Lifts & Docks, Inc. at the time the work is performed.
- 5) Any equipment and materials furnished by the customer may be installed on the customer's recommendation or directions. Schmidt Boat Lifts & Docks, Inc. will assume no liability for the performance or fitness for purpose of any equipment or materials not furnished by Schmidt Boat Lifts & Docks, Inc.
- 6) The customer is responsible to secure any permits, if necessary, prior to the start of delivery or performance unless otherwise noted.
- 7) The customer represents that he/she has proper authority to make this improvement on the property, and Schmidt Boat Lifts & Docks, Inc. is relying upon that representation in offering this contract. The customer agrees that he/she is responsible for the security of all equipment and materials on the property for the work described herein, including materials and equipment described in this contract and other equipment and materials necessary to the execution of this contract. The customer agrees to obtain insurance and/or be personally responsible to Schmidt Boat Lifts & Docks, Inc., for all loss of property arising from or related to the work described in the contract.
- 8) The customer grants to Schmidt Boat Lifts & Docks, Inc. permission to take photographs and use same in promotion advertising and otherwise for purposes of business and trade for Schmidt Boat Lifts & Docks, Inc. Customer(s) hereby acknowledge that customer(s) has/have a right to privacy with respect to the use of their name, portrait, photograph, or image and with respect to publicity under §995.50 of the Wisconsin statutes, and hereby consent to the use of their name, portrait, photograph, and image by Schmidt Boat Lifts & Docks for such purposes.
- 9) If customer fails to make any payment required by this contract, including down payment or delivery payments Schmidt Boat Lifts & Docks, Inc. has the right to immediately cease work on the job until these issues are resolved to the satisfaction of all parties. Customer is responsible for all expenses incurred with respect to the failure to make payment including but not limited to increases in the costs of materials or labor.
- 10) Weather conditions may cause loss or damage and may affect the condition of the equipment and materials specified in this contract, including fading, tears, scratches, bends, rust, misalignment, and other loss or damage. Schmidt Boat Lifts & Docks, Inc. makes no express or implied warranties against wind damage, water damage, ice damage, and any other various acts of God or nature. Customer acknowledges that canopies can be susceptible to wind, and have been known to "fly" empty boat lifts or small, lightweight boats and boat lifts away. Customer acknowledges his/her obligation to secure the boatlift or remove the canopy fabric to prevent loss or damage. Schmidt Boat Lifts & Docks, Inc. makes no warranties, nor should any warranties be implied, for damage or loss due to wind or failure to secure equipment.
- 11) Pile driven structures, including pile-driven docks, are not permanent structures, even though trade terminology may on occasion refer to them as such. Schmidt Boat Lifts & Docks, Inc., makes no warranties, nor should any warranties be implied, for shifting, settlement or other movement of pile-driven docks or structures.
- 12) The depth to which pilings are driven are affected by multiple variables from site to site and piling to piling, Schmidt Boat Lifts & Docks, Inc. makes no representation as to the depth to which pilings are to be driven. Pilings will be driven to the point they meet resistance in approximation of the force of our driver.
- 13) Canopy frames with vinyl/fabric installed are not designed to hold snow or ice. Customer acknowledges that it is customer's responsibility to remove the canopy fabric seasonally. Schmidt Boat Lifts & Docks, Inc. makes no warranties, nor should any warranties be implied, for damage or loss due to ice, snow, or weather conditions as they may affect the equipment, including canopies.
- 14) Unless otherwise noted, payment in full is due upon completion. In the event a payment is not made when due, customer agrees to pay a service charge equal to interest at a rate of 1 ½% per month or 18% per year from date payment was due to actual date of payment.



Proposal

**SCHMIDT BOAT LIFT
& DOCK COPY**

**RETURN THIS COPY, SIGNED,
WITH YOUR DOWNPAYMENT**

N2223 W Frontage Rd.
Kaukauna, WI 54130
920-766-0856 ~ 1-800-236-4622
FAX 920-766-1746
www.schmidtboatlifts-docks.com

PROPOSAL SUBMITTED TO STEVE SEIDL		PHONE - HOME	PHONE - WORK - CELL - FAX 593-4111	PHONE - COTTAGE
STREET 999 THIRD STREET		EQUIPMENT STREET 999 THIRD STREET		
CITY, STATE AND ZIP CODE DE PERE WI 54115		EQUIPMENT CITY, STATE, ZIP CODE DEPERE WI 54115		
DATE 6/10/2013	SALESPERSON Neal Schmidt	LAKE/RIVER FOX RIVER	COUNTY OF DELIVERY NO TAX	

We hereby submit the following estimate:		
LABOR TO INSTALL 13 SECTION OF PILE-DRIVEN DOCK WITH 2 PILINGS EA. AND AZEK VINYL DECK & TRIM	20,414	00
LABOR TO REMOVE END OF EXISTING DOCK SECTION AND CUT LUMBER AS NEEDED	375	00
DONATION TOWARD PROJECT LABOR	-700	00
LABOR ONLY		

Approx. Deliv. Date or Pick-up _____	CHECK BOX FOR LEFT OR RIGHT PLACEMENT OF WINCH WHEEL & INDICATE L'S & ACCESSORIES 	TAX	0	00
Delivery Charge _____		TOTAL	\$20,089	00
Assembly Charge (at shop) _____		DOWN PAYMENT		
Assembly Charge (on site) _____		UPON RECEIPT	\$20,089	00
Installation in Water Charge _____				
Extra Charge for Boat Delivery _____				
TOTAL MISC. CHARGES _____				

Other than ordinary circumstances could result in an extra charge, over and above the installation fees quoted. Some of these are deep water (over 54"), mud and/or muck, inclines on the bank or in the lake bottom, difficult property to get equipment to water's edge, etc. as well as necessary extra long leveling legs and dock posts. This labor will be charged out at regular labor fees; extra equipment will be billed as

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Attached Terms and Conditions have been read and understood.

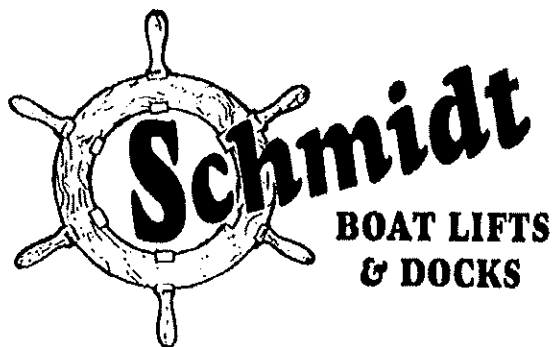
Customer Signature: _____

Customer Signature: _____

Date of Acceptance: _____

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Schmidt Boat Lifts & Docks Approval



Proposal

**SCHMIDT BOAT LIFT
& DOCK COPY**

**RETURN THIS COPY, SIGNED,
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STREET 999 THIRD STREET		EQUIPMENT STREET 999 THIRD STREET		
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DATE 6/11/2013	SALESPERSON Neal Schmidt	LAKE/RIVER FOX RIVER	COUNTY OF DELIVERY	

We hereby submit the following estimate:

LABOR TO INSTALL 2 SECTIONS OF PILE-DRIVEN DOCK WITH 2 PILINGS EA. AND AZEK VINYL DECK AND TRIM	3,156	00
LABOR TO INSTALL PLATFORM AND SET STAIRS WITH ALUMINUM SIDES OF STAIRS INCLUDING TOERAIL	2,028	00
DONATION TOWARD PROJECT LABOR	-300	00
LABOR ONLY		

Approx. Deliv. Date or Pick-up	_____	CHECK BOX FOR LEFT OR RIGHT PLACEMENT OF WINCH WHEEL & INDICATE L'S & ACCESSORIES	TAX	0	00
Delivery Charge	_____		TOTAL	\$4,884	00
Assembly Charge (at shop)	_____		DOWN PAYMENT		
Assembly Charge (on site)	_____		UPON RECEIPT	\$4,884	00
Installation in Water Charge	_____				
Extra Charge for Boat Delivery	_____				
TOTAL MISC. CHARGES	_____				

Other than ordinary circumstances could result in an extra charge, over and above the installation fees quoted. Some of these are deep water (over 54'), mud and/or muck, inclines on the bank or in the lake bottom, difficult property to get equipment to water's edge, etc. as well as necessary extra long leveling legs and dock posts. This labor will be charged out at regular labor fees, extra equipment will be billed as

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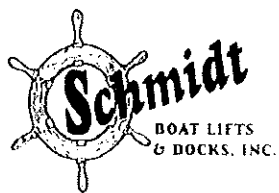
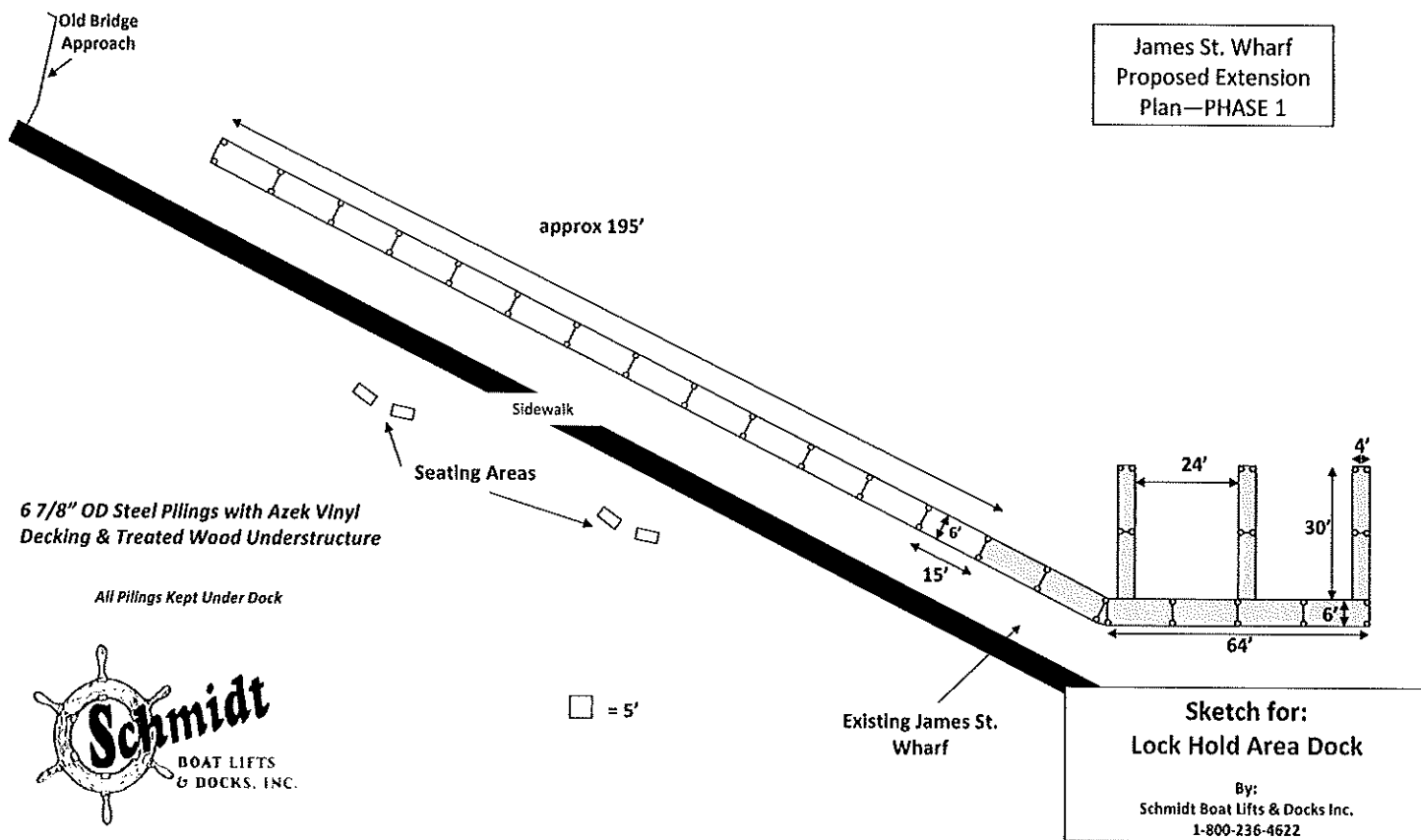
Date of Acceptance: _____

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

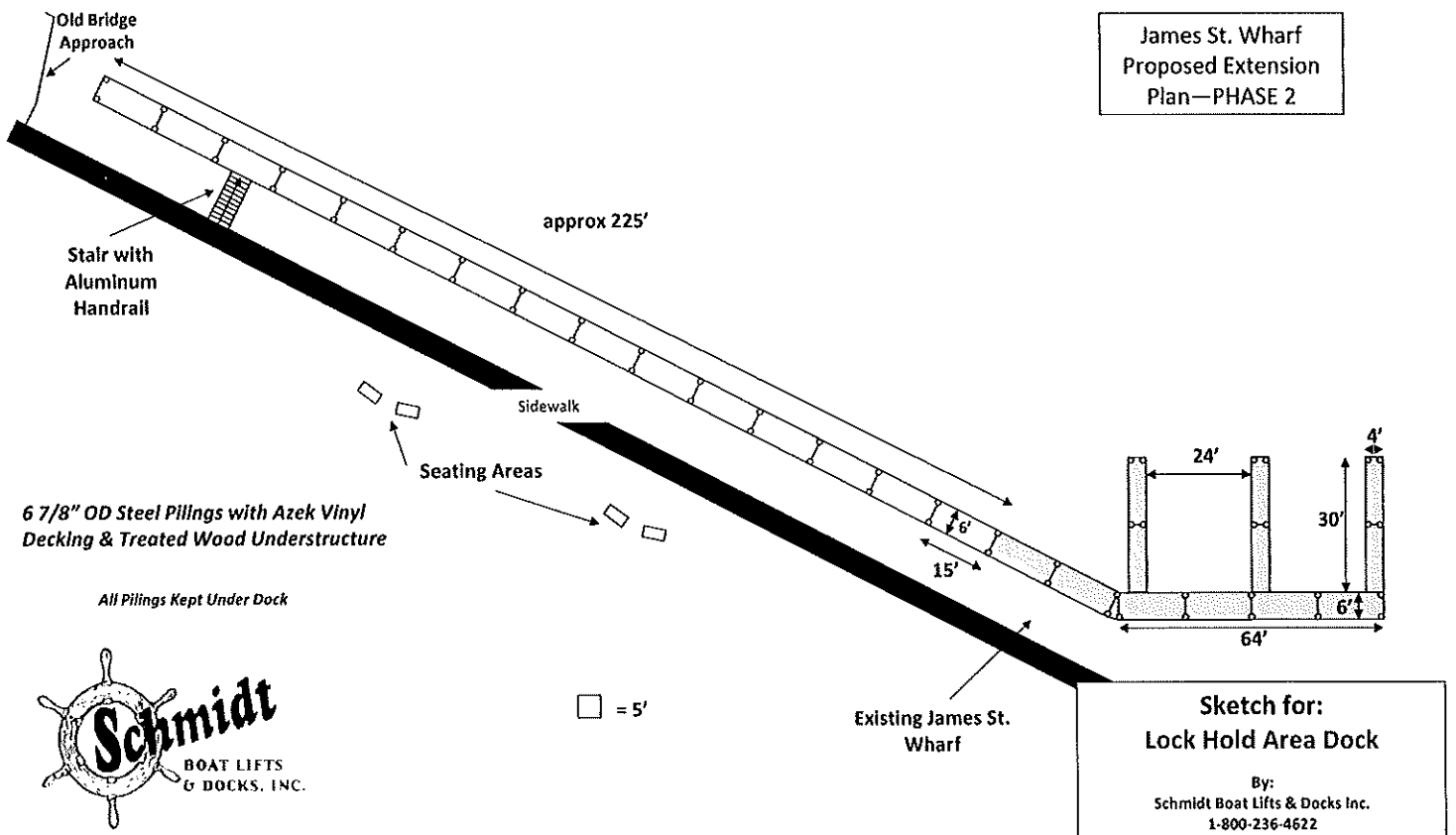
Schmidt Boat Lifts & Docks Approval

TERMS & CONDITIONS

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- 3) Equipment and material warranties are by manufacturer. Schmidt Boat Lifts & Docks, Inc. will act as an intermediary, wherever reasonable for the customer, on warranty claims, and will furnish documentation when feasible to assist the customer in pursuing a warranty claim. Labor, freight, and other expenses associated with warranty work is not always covered by the manufacturer. In the event that labor, freight, or other expenses are not paid by the manufacturer, the customer will be responsible to either exchange warranty parts or pay labor to Schmidt Boat Lifts & Docks, Inc. at the hourly labor rate for Schmidt Boat Lifts & Docks, Inc. at the time the work is performed.
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- 5) Any equipment and materials furnished by the customer may be installed on the customer's recommendation or directions. Schmidt Boat Lifts & Docks, Inc. will assume no liability for the performance or fitness for purpose of any equipment or materials not furnished by Schmidt Boat Lifts & Docks, Inc.
- 6) The customer is responsible to secure any permits, if necessary, prior to the start of delivery or performance unless otherwise noted.
- 7) The customer represents that he/she has proper authority to make this improvement on the property, and Schmidt Boat Lifts & Docks, Inc. is relying upon that representation in offering this contract. The customer agrees that he/she is responsible for the security of all equipment and materials on the property for the work described herein, including materials and equipment described in this contract and other equipment and materials necessary to the execution of this contract. The customer agrees to obtain insurance and/or be personally responsible to Schmidt Boat Lifts & Docks, Inc., for all loss of property arising from or related to the work described in the contract.
- 8) The customer grants to Schmidt Boat Lifts & Docks, Inc. permission to take photographs and use same in promotion advertising and otherwise for purposes of business and trade for Schmidt Boat Lifts & Docks, Inc. Customer(s) hereby acknowledge that customer(s) has/have a right to privacy with respect to the use of their name, portrait, photograph, or image and with respect to publicity under §995.50 of the Wisconsin statutes, and hereby consent to the use of their name, portrait, photograph, and image by Schmidt Boat Lifts & Docks for such purposes.
- 9) If customer fails to make any payment required by this contract, including down payment or delivery payments Schmidt Boat Lifts & Docks, Inc. has the right to immediately cease work on the job until these issues are resolved to the satisfaction of all parties. Customer is responsible for all expenses incurred with respect to the failure to make payment including but not limited to increases in the costs of materials or labor.
- 10) Weather conditions may cause loss or damage and may affect the condition of the equipment and materials specified in this contract, including fading, tears, scratches, bends, rust, misalignment, and other loss or damage. Schmidt Boat Lifts & Docks, Inc. makes no express or implied warranties against wind damage, water damage, ice damage, and any other various acts of God or nature. Customer acknowledges that canopies can be susceptible to wind, and have been known to "fly" empty boat lifts or small, lightweight boats and boat lifts away. Customer acknowledges his/her obligation to secure the boatlift or remove the canopy fabric to prevent loss or damage. Schmidt Boat Lifts & Docks, Inc. makes no warranties, nor should any warranties be implied, for damage or loss due to wind or failure to secure equipment.
- 11) Pile driven structures, including pile-driven docks, are not permanent structures, even though trade terminology may on occasion refer to them as such. Schmidt Boat Lifts & Docks, Inc., makes no warranties, nor should any warranties be implied, for shifting, settlement or other movement of pile-driven docks or structures.
- 12) The depth to which pilings are driven are affected by multiple variables from site to site and piling to piling, Schmidt Boat Lifts & Docks, Inc. makes no representation as to the depth to which pilings are to be driven. Pilings will be driven to the point they meet resistance in approximation of the force of our driver.
- 13) Canopy frames with vinyl/fabric installed are not designed to hold snow or ice. Customer acknowledges that it is customer's responsibility to remove the canopy fabric seasonally. Schmidt Boat Lifts & Docks, Inc. makes no warranties, nor should any warranties be implied, for damage or loss due to ice, snow, or weather conditions as they may affect the equipment, including canopies.
- 14) Unless otherwise noted, payment in full is due upon completion. In the event a payment is not made when due, customer agrees to pay a service charge equal to interest at a rate of 1 ½% per month or 18% per year from date payment was due to actual date of payment.



James St. Wharf
Proposed Extension
Plan—PHASE 2



Memorandum

To: BOARD OF PARK COMMISSIONERS
From: Don Melichar – City Forester
Date: 06/10/2013
Re: Approval to Accept Donation from ENCAP Professional

Issue: 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 \$1540 from ENCAP Professional for various products and labor to help turf establishment around the new playground at Legion Park and to also recognize them for their help.

Summary: Representatives from ENCAP graciously committed to helping the City plant and establish the newly landscaped area that surrounds the new Legion Park playground. They furnished both the labor and product to plant, fertilize and mulch the large area in hopes of establishing turf around the playground in time for most of our summer activities.

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

Memorandum

To: BOARD OF PARK COMMISSIONERS
From: Don Melichar – City Forester
Date: 06/10/2013
Re: Approval to Accept Donation from the Wochinske Foundation for the
Rec Scholarship Program

Issue: 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 \$2000 from the Wochinske Foundation to be placed in the Recreation Scholarship fund.

Summary: This is the fourth year that Jim and Kathy Wochinske have donated to this 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.