



Common Council

Regular Meeting

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

Agenda

Tuesday, May 2, 2023

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **May 2, 2023 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <http://deperecitywi.igm2.com/>.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the April 18, 2022 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.
5. Proclamation for National Small Business Week (April 30 - May 6, 2023).
6. Recommendation from Plan Commission to approve an extraterritorial 3-lot certified survey map at 2130 Fox Field CT in the Town of Lawrence (Parcels L-26-5, L-26-6).
7. Recommendation from Plan Commission to approve an extraterritorial 2-lot certified survey map at 3717 Ryan RD in the Town of Rockland (Parcel R-118).
8. Recommendation from the Board of Park Commissioners to accept a \$1,750 donation from Tweet/Garot Mechanical for June Beer Garden.
9. Recommendation from the Board of Park Commissioners to approve alkalinity system quote from Carrico Aquatics in the amount of \$9,360, with the additional \$860 coming from pool referendum funding.
10. Consideration and Possible Action on Nelson Family Pavilion.
 - A. Additional funding request for costs in excess of recommended Nelson Family Pavilion Bid.
 - B. Recommendation from Board of Park Commissioners to approve Nelson Family Pavilion bid from IEI General Contractors.

11. Resolution #23-40 Adopting a 2023-2025 Capital Improvement Plan.
12. Resolution #23-41 Authorizing submission of Fox River Trustee Council National Resource Damage Assessment Grant Application for Voyageur Park kayak/canoe launch.
13. Resolution #23-42 Authorizing submission of Wisconsin Department of National Resources Recreational Boating Facilities Development/Renovation Grant application for Voyageur Park kayak/canoe launch.
14. Resolution #23-43 Authorizing Agreement for Consulting Services Between the City of De Pere and Lee Recreation, LLC (Modular Playground Equipment Design and Installation - Lawton Park).
15. Resolution #23-44 Authorizing Agreement for Consulting Services Between the City of De Pere and Lee Recreation, LLC (Modular Playground Equipment Design Specifications and Installation Services - Legion Park).
16. Voucher approval.
17. Future agenda items.
18. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Megan Cunningham, Lee Recreation
Nicole Edge, Tweet/Garot Mechanical



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Approval of the minutes of the April 18, 2022 Common Council meeting.

ATTACHMENTS:

- 4-18-23 Common Council Minutes_draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, April 18, 2023

7:30 PM

Council Chambers and Virtual

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Aldersperson	Present	
Pamela Gantz	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Devin Perock	Aldersperson	Present	
John Quigley	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the April 5, 2023 Common Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

4. Public Hearing on the Repeal and Reenactment of Chapter 16, De Pere Municipal Code regarding the Floodplain Zoning Ordinance.

A. Notice of Public Hearing.

The public hearing notice was published in the Green Bay Press Times on March 31 and April 7, 2023.

B. Ordinance #23-04 Repealing and Reenacting Chapter 16 Floodplain Zoning Ordinance of the De Pere Municipal Code.

Mayor Boyd declared the public hearing open; no one wished to speak so he declared the public hearing closed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Pamela Gantz, Aldersperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

5. Public Hearing on the Amendment of Chapter 14 Zoning Ordinance of the De Pere Municipal Code including amendments to the Official District Map.

A. Notice of Public Hearing.

The public hearing notice was published in the Green Bay Press Times on March 31 and April 7, 2023.

B. Ordinance #23-05 Amending Chapter 14 Zoning Ordinance of the De Pere Municipal Code including Amendments to the Official District Map.

Mayor Boyd declared the public hearing open. No one wished to speak so he declared the hearing closed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

6. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.

Resident Jolene Hussong stated that she doesn't have an issue with No Mow May, and feels that a bigger problem is snow not being cleared on sidewalks in the winter which can limit public access.

7. Special commendations for state champion teams.

8. Recommendation from Plan Commission to approve a 2-lot and 1-outlot CSM at 2200-2300 BLK American BL (Parcel WD-L492-B).

Alderperson Raasch moved, seconded by Alderperson Ledvina to open the meeting. Upon vote, motion carried unanimously. Resident Scott Borley spoke about the existing berm on the western part of the property near Georgia Pacific, and requested that the property be developed in a way that keeps the berm. Development Services Director Dan Lindstrom reported that staff is evaluating the berm; the new zoning code added more detail to transitional buffers between districts. He noted that any eventual plans for the berm will have to be approved by Council. Alderperson Raasch moved, seconded by Alderperson Quigley to close the meeting. Upon vote, motion carried unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

9. Recommendation from the Finance/Personnel Committee to authorize expenditure of \$5,000 from the Wisconsin Grant Allocation to purchase recruitment materials, backdrops, signage, and branding materials for the Police Department.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

10. Recommendation from the Finance/Personnel Committee to authorize expenditure of \$20,000 from the Wisconsin Grant Allocation to fund repairs and updates to common areas in the Police Department.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

11. Recommendation from the Finance/Personnel Committee to authorize the overhire of 1 Police Officer.

Police Chief Jeremy Muraski confirmed that there will be a budgetary offset with this request; he can't provide an exact number because the department's payroll/scheduling software doesn't delineate what causes a vacancy. City Administrator Larry Delo requested confirmation that the motion on the floor also authorizes that the additional funding come from unassigned reserves. The motioner and seconder concurred.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

12. Recommendation from Finance & Personnel Committee to over hire one Firefighter position for the Fire Department.

City Administrator Larry Delo explained that this item, as well as the previous one, are one-time requests; staff will have to include a request in the 2024 budget to make these permanent extra positions.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

13. Consideration and Possible Action on fire engine purchase for Fire Department.

City Administrator Larry Delo explained that the original intent was to replace the current fire engine in 2024; half of the cost would have been bonded for this year, and half next year. If this request is approved, the entire amount will be bonded for in 2023.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Defnet Ledvina, Perock, Quigley, Raasch

14. Recommendation from Board of Public Works on approval of a pilot program allowing use of City owned parking lots (Rock the Dock).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

15. Recommendation from the Board of Public Works on award of Contract 23-09 Pond and Drainage System Construction to Advance Construction, Inc.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

16. Recommendation from Board of Public Works to approve reconstruction of additional alley under Contract 23-02 Ridgeway and East River Drive Pavement Rehabilitation.

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

17. Recommendation from Board of Public Works on wayfinding signs.

City Administrator Larry Delo advised the Council that if they want to do something beyond what's being recommended, he would suggest going through the 2024 budget process.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

18. Consideration and Possible Action on Noise Consultant Study and Chapter 146 Noise Ordinance.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Defnet Ledvina, Perock, Quigley, Raasch

19. Ordinance #23-06 Amending Section 74-10 of the De Pere Municipal Code Regarding Noxious Weeds and Planned Natural Landscaping Area.

Public Works Director Scott Thoresen said the original plan was to have an application and permit process for planned natural landscaping, but they realized they do not have the staff resources available to review and monitor the program. Instead it will be investigated on a complaint basis. Once the ordinance is adopted, staff and the Sustainability Commission will work to educate the public about the program.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

20. Resolution #23-36 Authorizing the Guarantee and Commitment of Match Funds and Certification of Match Funds Secured for the 2023 Community Development Block Grant - Public Facilities (CDBG-PF) Application Related to the City of De Pere's Participation in the CDBG Program.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

21. Resolution #23-37 Authorizing Agreement for Contractor Services Between the City of De Pere and Water Tower Clean and Coat, Inc. (Enterprise Reservoir Cleaning & Overcoating).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
SECONDER:	Shana Defnet Ledvina, Dean Raasch
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

22. Resolution #23-38 Authorizing First Amendment to Agreement for Consulting Services Between the City of De Pere and Vierbicher Associates, Inc. (Community Development Block Grant Special Project Grant Program).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

23. Resolution #23-39 Authorizing First Amendment to the Consulting Services Agreement Between the City of De Pere and Walker Consultants, Inc. (Parking Study Implementation and Parking Analysis).

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

24. Appointments and reappointments to boards and commissions by Mayor Boyd.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

25. Elections by the Common Council.

A. Alderperson members of the Plan Commission.

Mayor Boyd asked for nominations. Alderperson Raasch nominated Alderperson Perock, and Alderperson Ledvina nominated Alderperson Raasch. Alderperson Hansen then nominated Alderperson Quigley, who declined. Mayor Boyd closed the nominations. Upon vote, Alderpersons Perock and Raasch were unanimously elected to the Plan Commission.

B. President of the Common Council.

Mayor Boyd asked for nominations; Alderperson Hansen nominated Alderperson Ledvina. Mayor Boyd then closed the nominations. Upon vote, Alderperson Ledvina was unanimously elected as President of the Common Council.

26. Voucher approval.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kunding, Ledvina, Perock, Quigley, Raasch

27. Future agenda items.

Alderperson Hansen asked staff to create a consistent policy for the variety of City entrance signs acknowledging school sports teams.

Alderperson Raasch asked if the hillside near the Main Av train bridge could be developed with low- or no-maintenance landscaping. Staff noted that this area is scheduled to be completely redone in 2028, so any landscaping installed prior to that

project would just have to be removed. The consultant that develops the plan for the 2028 project will be including landscaping.

28. Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.

Aldersperson Ledvina moved, seconded by Aldersperson Quigley to close the meeting at 8:33 PM. Upon vote, motion carried unanimously.

Aldersperson Raasch moved, seconded by Aldersperson Ledvina to open the meeting at 8:58 PM. Upon vote, motion carried unanimously.

29. Adjournment.

Aldersperson Raasch moved, seconded by Aldersperson Kunding to adjourn the meeting at 8:58 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Proclamation for National Small Business Week (April 30 - May 6, 2023).

ATTACHMENTS:

- Small Business Week Proclamation 2023 (PDF)

PROCLAMATION

NATIONAL SMALL BUSINESS WEEK (April 30-May 6, 2023)

WHEREAS America's strongest economic growth in almost 40 years has been driven by the resilience of our small businesses that, despite a worldwide pandemic, continue to pioneer innovative solutions to our country's greatest challenges and create opportunities for families and workers; and

WHEREAS small businesses remain the heartbeat of our communities and the American economy, employing more than half of our Nation's workers, inventing and innovating to launch new technologies and create new American-led industries, enriching our Main Streets, making parts and products in America to fuel our supply chains, and building our Nation's infrastructure; and

WHEREAS historic investments made through the President's American Rescue Plan, Infrastructure Investments and Jobs Act, CHIPS and Science Act, and Inflation Reduction Act will ensure small businesses have access to federal capital support, technical assistance, contracting opportunities and other resources to help lead the way as we rebuild America's roads and bridges and build a clean energy economy for the future; and

WHEREAS when we support small businesses, jobs are created, and local communities preserve their unique culture; and

WHEREAS entrepreneurship continues to be one of the best pathways to the American Dream, evidenced by the remarkable small business boom, with more than 10.5 million Americans applying to start a business since January 20, 2021- more than in any other two-year period in American history; and

WHEREAS by renewing our commitment to supporting small businesses, we can maintain our global competitiveness and build a stronger Nation where everyone can succeed- from the bottom up and middle out; and

WHEREAS the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

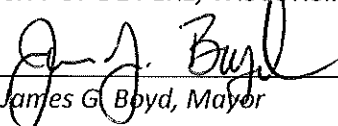
WHEREAS The City of De Pere supports and joins in this national effort to recognize the contributions of small businesses to the American economy and their importance to ensuring that our local communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, I, James G. Boyd, Mayor of the City of De Pere, Wisconsin, do hereby proclaim April 30 through May 6, 2023 as

NATIONAL SMALL BUSINESS WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 27th day of April, 2023.

CITY OF DE PERE, WISCONSIN


James G. Boyd, Mayor



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve an extraterritorial 3-lot certified survey map at 2130 Fox Field CT in the Town of Lawrence (Parcels L-26-5, L-26-6).

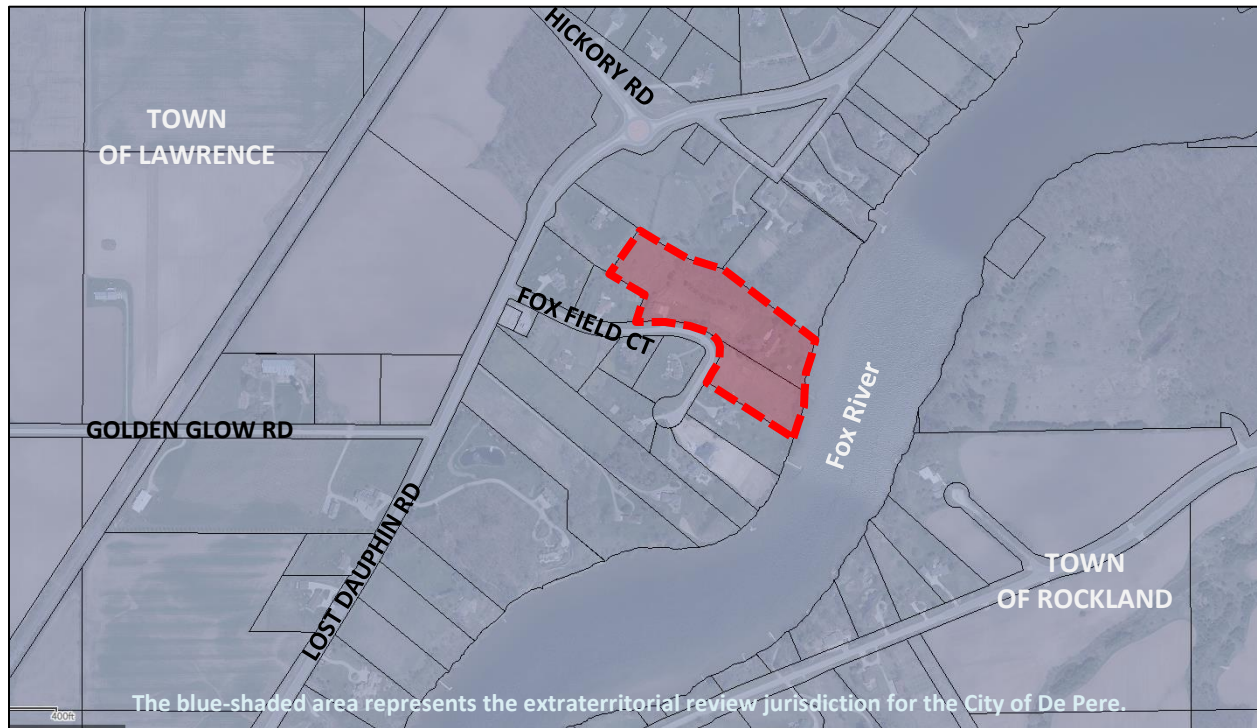
On April 24, 2023, Plan Commission unanimously recommended approval of the certified survey map, with one condition, by a vote of 7-0.

ATTACHMENTS:

- PC Report - Fox Field CT (DOCX)
- Preliminary CSM - 30 Mar 2023 (PDF)

Item 6: Consideration and possible action on an extraterritorial 3-lot certified survey map at 2130 Fox Field CT in the Town of Lawrence (Parcels L-26-5, L-26-6). *

SITE MAP



REQUESTED ACTION: Extraterritorial Certified Survey Map Approval.

COMMON DESCRIPTION: 2130 Fox Field CT, located north and east of the Fox Field CT and Lost Dauphin RD intersection in the Town of Lawrence.

ZONING: Estate Residential (ER) For the Town of Lawrence.

SURROUNDING LAND USES: Residential.

COMPREHENSIVE PLAN: Residential for the Town of Lawrence

APPLICANT/OWNER:

<u>Authorized Representative</u>	<u>Property Owner</u>
Steven M. Bieda, PLS	Frederick W & Jane D Bennett Living Trust
Mau & Associates LLP	ATTN: Fred Bennett
400 Security BL	2130 Fox Field CT
Green Bay, WI 54313	De Pere, WI 54115

LAND USE HISTORY: After a review of air photographs, the area began developing in the 1980's.

STAFF REVIEW: When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The proposed CSM is in the Town of Lawrence, approximately 8,800' (1.7 miles) south of the City of De Pere.
- The proposed land division will create three residential lots.
- The site is located inside of the sewer service area for the Town of Lawrence.
- The minimum acreage and frontage are 0.18 acres and 75' when public sewer is provided; the Town of Lawrence minimum is 1.5 acres and 200'. All three lots meet the minimum acreage and frontage requirements.
- The staff-recommended conditions of approval are listed at the end of the report.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed lot sizes, street frontages, and setbacks meet City requirements.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including the City of De Pere, Town of Lawrence, and Brown County Planning Commission.

CITY OF DE PERE
RECEIVED
MAR 30 2023
PLANNING DEPT

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$368.00 \$375.00
		Receipt #: 180 559
		Date: 3-30-23

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Mau & Associates, LLP	Authorized Representative Steve Bieda	Title Professional Land Surveyor	
Mailing Address 400 Security Blvd.	City Green Bay	State WI	ZIP Code 54313
Email Address sbieda@mau-associates.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code)	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) Fred Bennett	Contact Person Fred Bennett	Title Owner	
Mailing Address 2130 Fox Field Ct.	City De Pere	State WI	ZIP Code 54115
Email Address fredbennett656@gmail.com	Phone Number (incl. area code) 920-819-9489	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 2130 Fox Field Ct / 3 Lot CSM	Parcel No. L-26-5, L-26-6
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SECTION 4: CSM Information

Existing Zoning:	ER
Present Use of Parcel:	Single family residence and vacant lot
Proposed Use of Lots:	3 single family lots

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City
or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

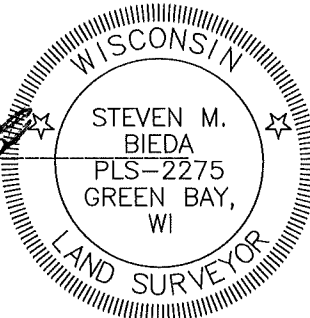
Name of Owner/Authorized Representative (please print) Steve Bieda	Title Agent	Phone Number 920-434-9670
Signature of Applicant 		Date Signed 3/27/23

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.	
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CERTIFIED SURVEY MAP

Part of Government Lots 3 and 4 of Section 13, T22N-R19E; and part of Lot 2 and all of Lot 3 of Certified Survey Map No. 4783 recorded in Volume 30, Certified Survey Maps, Page 354 as Document No. 1419400, Brown County Records, being located in part of said Government Lots 3 and 4; and all of Lot 2 of Certified Survey Map No. 3735 recorded in Volume 21, Certified Survey Maps, Page 194 as Document No. 1189355, Brown County Records, being located in part of Government Lot 4, Section 13 and part of Government Lot 1, Section 24, T22N-R19E; all being in the Town of Lawrence, Brown County, Wisconsin.


Steven M. Bieda
PLS-2275
March 23, 2023

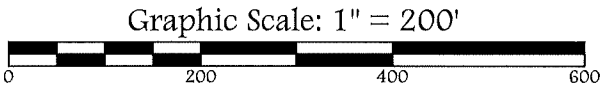
NOTES

Bearings referenced to the South Line of the Southeast 1/4 of the Southwest 1/4, Section 13, T22N-R19E, assumed to be S89°44'53"E.

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

Floodway and Floodplain data obtained from FEMA FIRM Map No. 55009C0332F, dated 8/18/2009.

See Sheets 2, 3 and 4 for interior Lot details.



SE-SW
SECTION 13-T22N-R19E

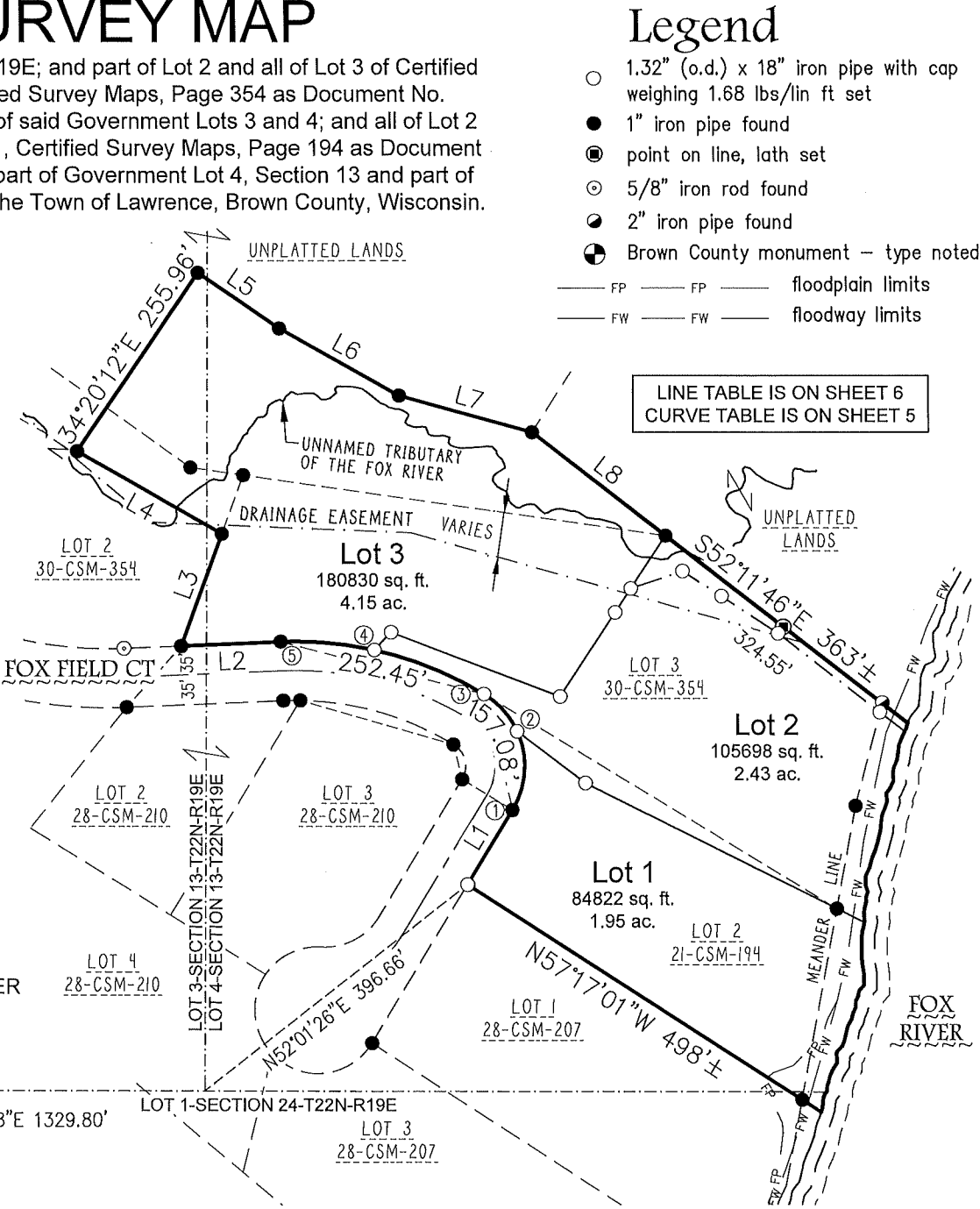
SOUTHWEST CORNER
SECTION 13
T22N-R19E
(found Monument)

S89°44'53"E 2659.60'

NE-NW
SECTION 24-T22N-R19E

SOUTH 1/4 CORNER
SECTION 13
T22N-R19E
(found Monument)

S89°53'38"E 1329.80'



Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊙ point on line, lath set
- ⊙ 5/8" iron rod found
- 2" iron pipe found
- ⊙ Brown County monument – type noted
- FP — FP — floodplain limits
- FW — FW — floodway limits

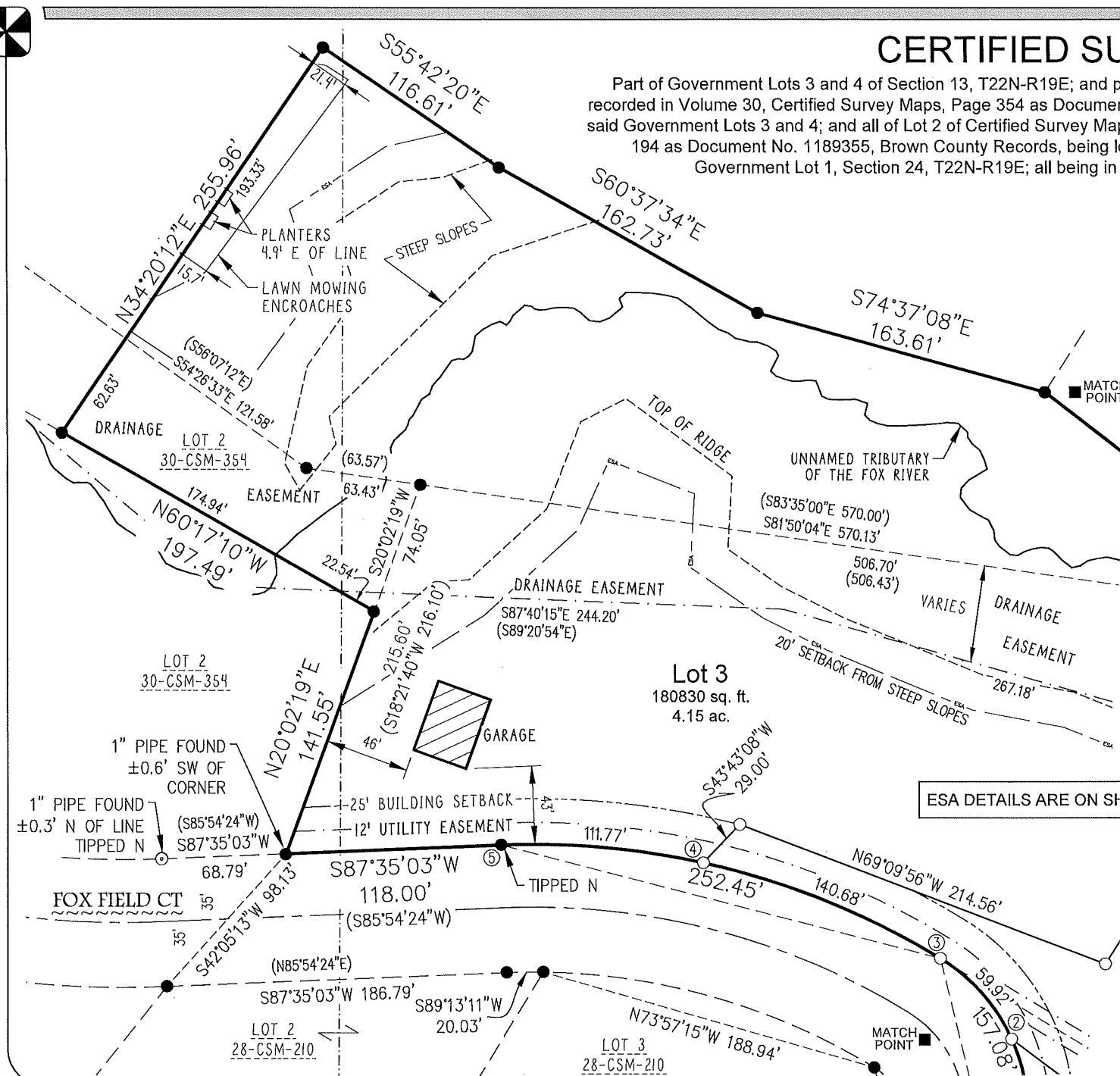
Sheet One of Nine
Project No.: Z-4081
Drawing No.: L-11995
Fieldwork Completed: 3/8/2023

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Client: Fred Bennett
Tax Parcel: L-26-5, L-26-6
Drafted By: BAB
File: Z-4081CSM 032023.dwg
Data File: Z-4081.txt

CERTIFIED SURVEY MAP

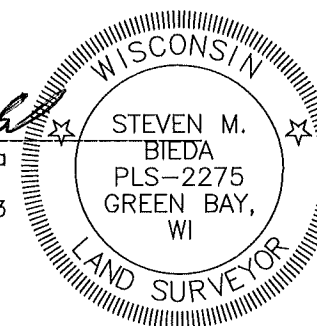
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Legend

- 1.32" (o.d.) x 18" iron pipe with cap weighing 1.68 lbs/lin ft set
- 1" iron pipe found
- ⊙ point on line, lath set
- ⊙ 5/8" iron rod found
- 2" iron pipe found
- ESA --- environmentally sensitive area (ESA) limits
- FP --- floodplain limits
- FW --- floodway limits
- ▨ existing building

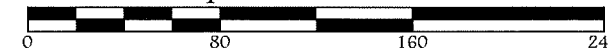
Steven M. Bieda
PLS-2275
March 23, 2023



ESA DETAILS ARE ON SHEET 6



Graphic Scale: 1" = 80'





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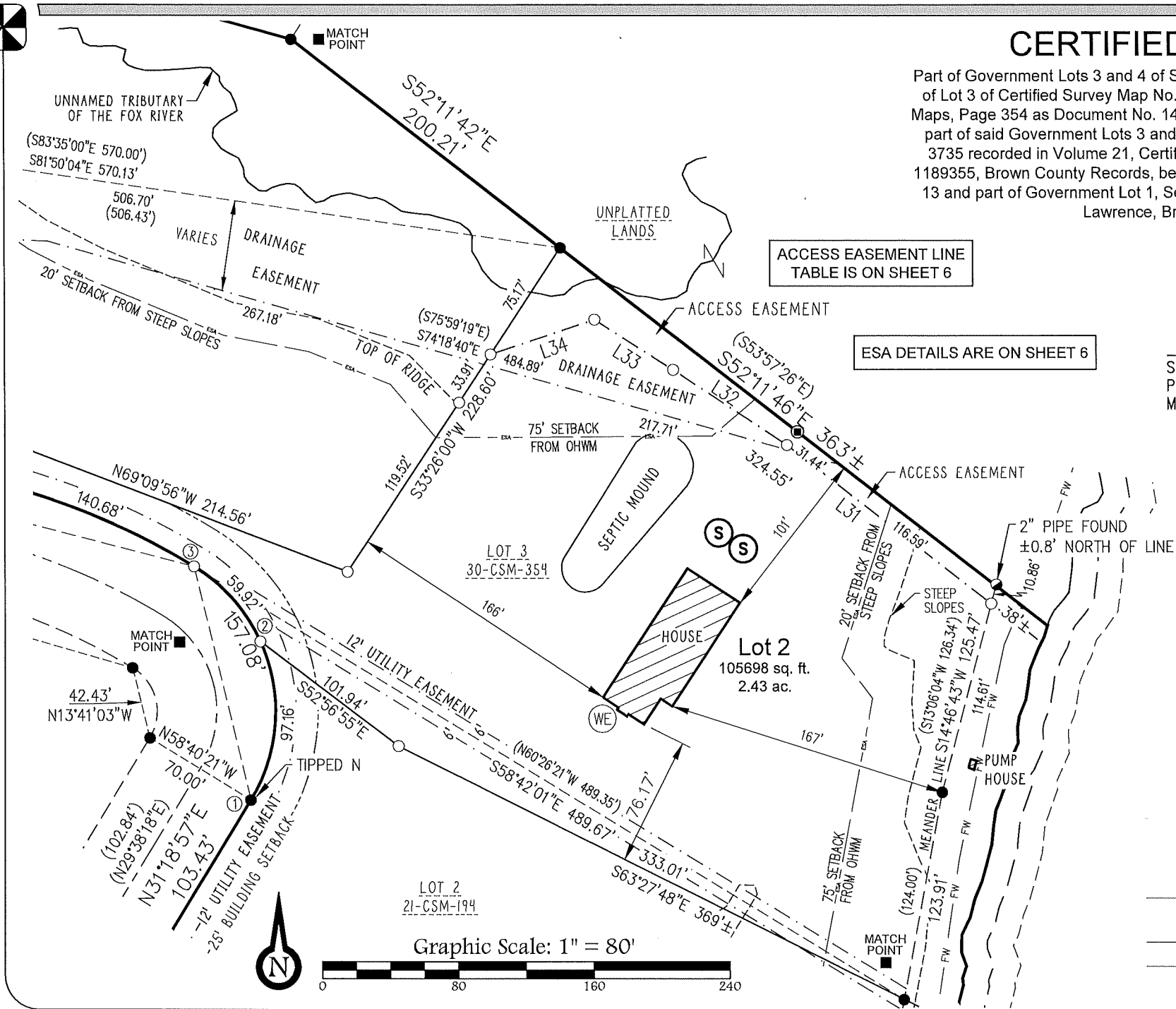
ACCESS EASEMENT LINE
TABLE IS ON SHEET 6

ESA DETAILS ARE ON SHEET 6

Steven M. Bieda
PLS-2275
March 23, 2023

Legend

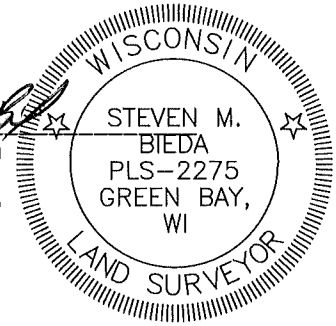
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Project No.: Z-4081 Drawing No.: L-11995 Sheet Three of Nine

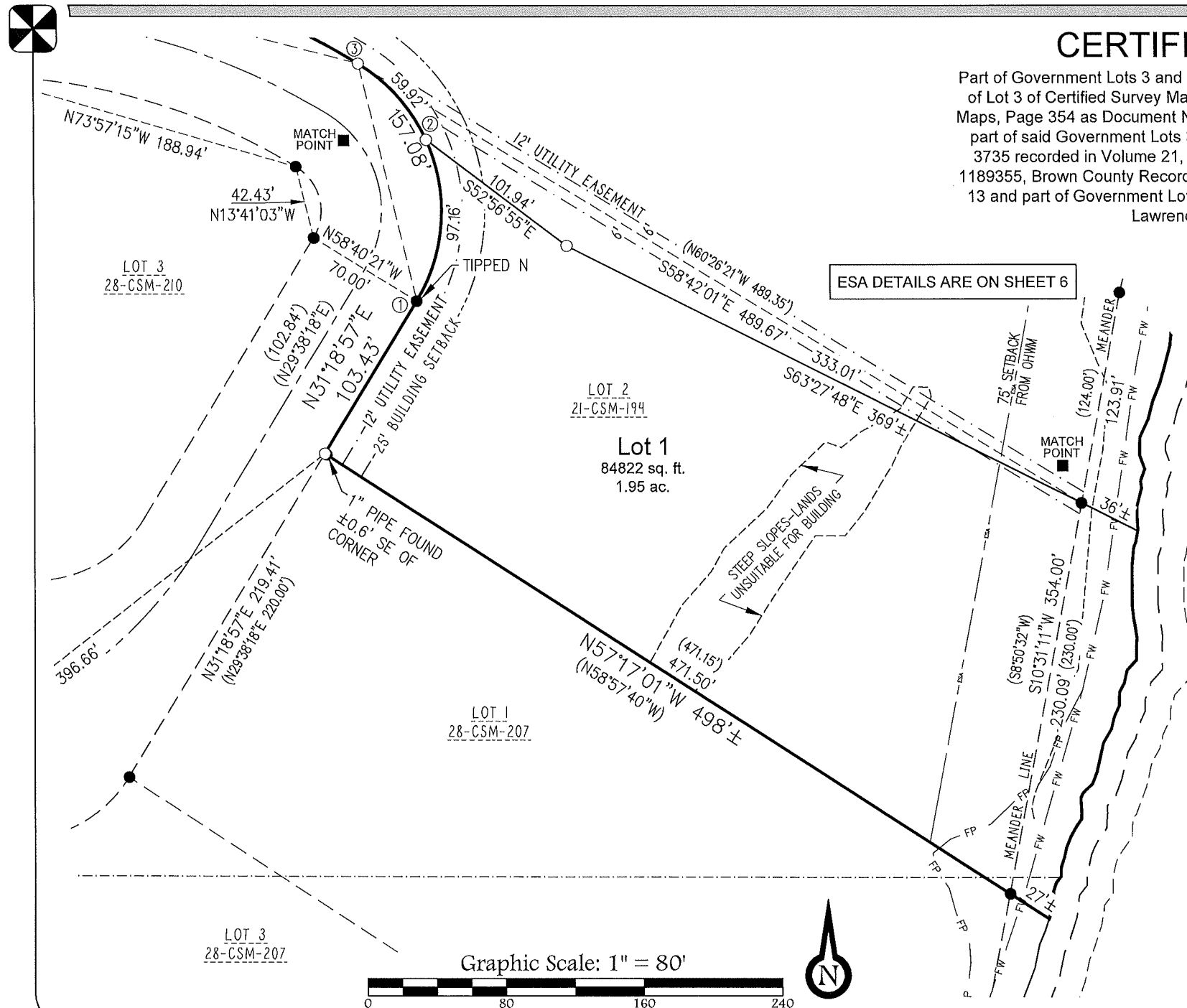
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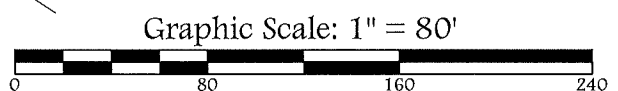
Steven M. Bieda
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PLS-2275
March 23, 2023

ESA DETAILS ARE ON SHEET 6



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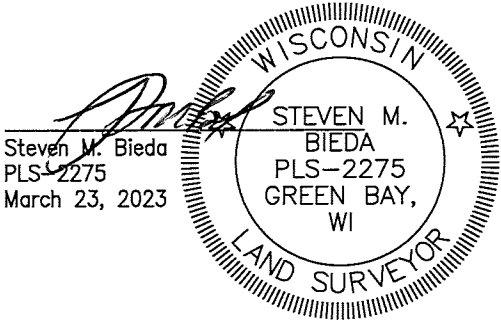
SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, do hereby certify that I have surveyed, divided and mapped part of Government Lots 3 and 4 of Section 13, T22N-R19E; and part of Lot 2 and all of Lot 3 of Certified Survey Map No. 4783 recorded in Volume 30, Certified Survey Maps, Page 354 as Document No. 1419400, Brown County Records, being located in part of said Government Lots 3 and 4; and all of Lot 2 of Certified Survey Map No. 3735 recorded in Volume 21, Certified Survey Maps, Page 194 as Document No. 1189355, Brown County Records, being located in part of Government Lot 4, Section 13 and part of Government Lot 1, Section 24, T22N-R19E; all being in the Town of Lawrence, Brown County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of Section 13, T22N-R19E; thence S89°44'53"E, 2659.60 feet along the South Line of the Southwest 1/4 of said Section 13 to the South 1/4 Corner of said Section 13; thence S89°53'38"E, 1329.80 feet along the South Line of the Southeast 1/4 of said Section 13; thence N52°01'26"E, 396.66 feet to the West Corner of Lot 2, Volume 21, Certified Survey Maps, Page 194, Map Number 3735, Document Number 1189355, Brown County Records, also being a point on the Easterly Right-of-Way of Fox Field Court, and the Point of Beginning; thence N31°18'57"E, 103.43 feet along the Westerly Line of said Lot 2 and the Easterly Line of said Right-of-Way to a found iron pipe; thence 157.08 feet along the Northwestern Line of said Lot 2 and the Northeasterly Right-of-Way of Fox Field Court being the arc of a 100.00 foot radius curve to the Left whose long chord bears N13°41'03"W, 141.42 feet, to the Northwest Corner of said Lot 2 and a Southern point of Lot 3, Volume 30, Certified Survey Maps, Page 354, Map Number 4783, Document Number 1419400, Brown County Records; thence 252.45 feet along the Northerly Right-of-Way of Fox Field Court and a Southerly Line of said Lot 3, being the arc of a 428.81 foot radius curve to the Left whose long chord bears N75°33'00"W, 248.82 feet, to a found pipe and point on the Southerly Line of said Lot 3; thence S87°35'13"W, 118.00 feet along said Northerly Right-of-Way and said Southerly Line to the Southwestern Corner of said Lot 3; thence N20°02'19"E, 141.55 feet along the West Line of said Lot 3 to a found iron pipe; thence N60°17'10"W, 197.49 feet to a found pipe; thence N34°20'12"E, 255.96 feet to a found iron pipe; thence S55°42'20"E, 116.61 feet to a found iron pipe; thence; S60°37'34"E, 162.73 feet to a found iron pipe; thence S74°37'08"E, 163.61 feet to a found iron pipe; thence S52°11'42"E, 200.21 feet to a found iron pipe and a Northern Corner of said Lot 3; thence S52°11'46"E, 324.55 feet along a Northern Line of said Lot 3 to a point N52°11'46"W, 38 feet more or less from the water's edge of the Fox River, and the start of a meander line; thence S14°46'43"W, 125.47 feet along said meander line; thence S10°31'11"W, 354.00 feet along said meander line to a point on the Southern Line of said Lot 2 being N57°17'01"W, 27 feet more or less from the water's edge of the Fox River and end of said meander line; thence N57°17'01"W, 471.50 feet along the Southern Line of said Lot 2, also being the Northern Line of Lot 1, Volume 28, Certified Survey Maps, Page 207, Map Number 4440, Document Number 1325951, Brown County Records, to the Point of Beginning. Including all lands lying between the meander line and the water's edge of the Fox River.

Parcel contains 371,350 square feet / 8.52 acres, more or less to the water's edge.
Parcel subject to easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the division thereof. That I have made such a survey, land division and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes, the Town of Lawrence, and the Brown County Planning Commission code in surveying, dividing and mapping the same.

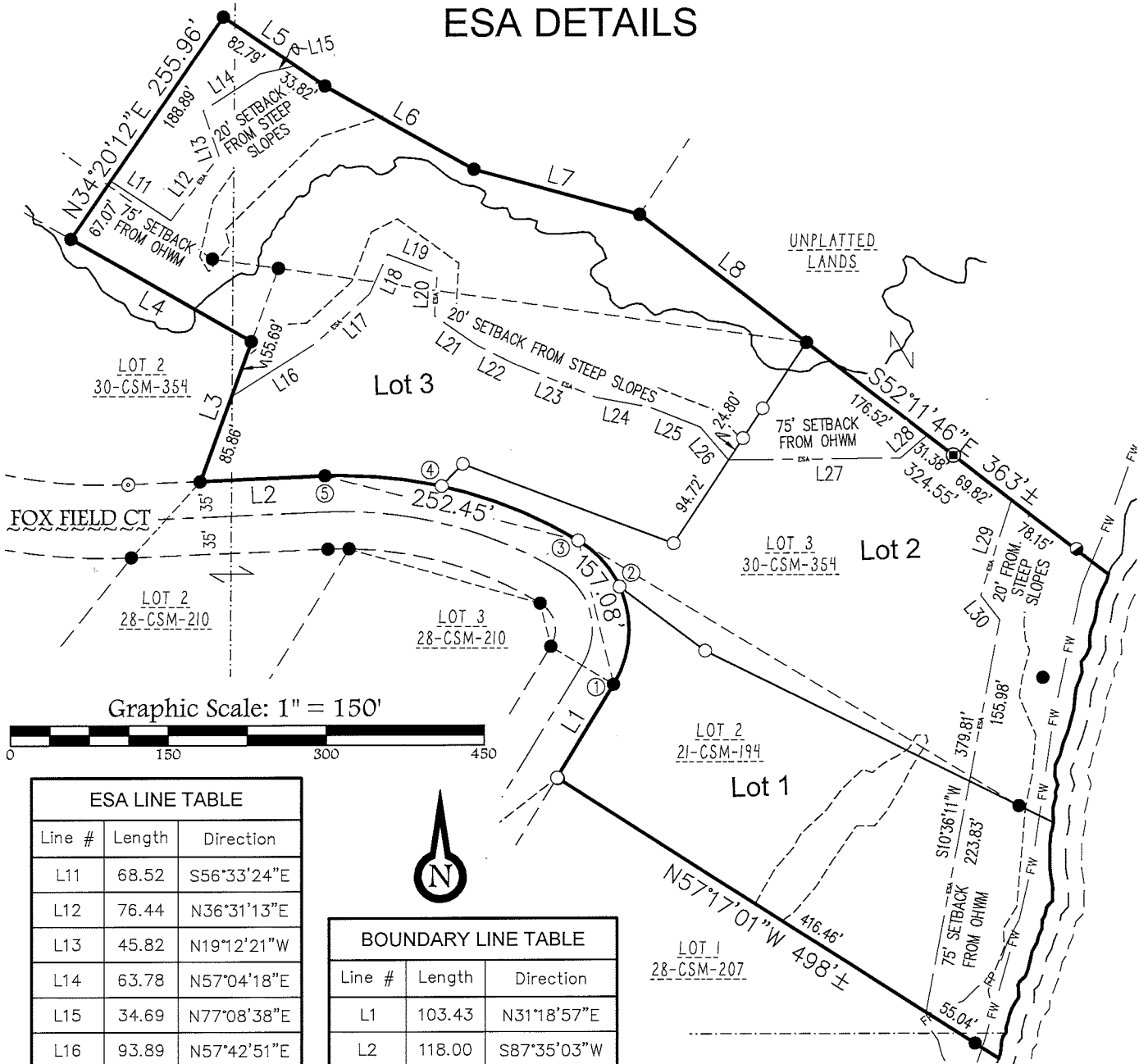


BOUNDARY CURVE TABLE							
Curve #	Length	Radius	Central Angle	Chord	Bearing	Tangent	Tangent
1-3	157.08	100.00	90°00'00"	141.42	N13°41'03"W	N31°18'57"E	N58°41'03"W
1-2	97.16	100.00	55°40'13"	93.38	N3°28'50"E	N31°18'57"E	N24°21'16"W
2-3	59.92	100.00	34°19'47"	59.02	N41°31'10"W	N24°21'16"W	N58°41'03"W
3-5	252.45	428.81	33°43'54"	248.82	N75°33'00"W	N58°41'03"W	S87°35'03"W
3-4	140.68	428.81	18°47'51"	140.05	N68°04'59"W	N58°41'03"W	N77°28'54"W
4-5	111.77	428.81	14°56'03"	111.45	N84°56'56"W	N77°28'54"W	S87°35'03"W

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ESA DETAILS



ESA LINE TABLE

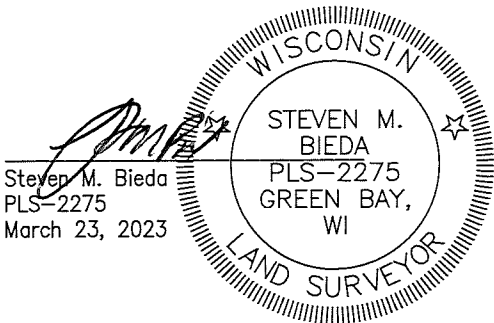
Line #	Length	Direction
L11	68.52	S56°33'24"E
L12	76.44	N36°31'13"E
L13	45.82	N19°12'21"W
L14	63.78	N57°04'18"E
L15	34.69	N77°08'38"E
L16	93.89	N57°42'51"E
L17	69.68	N47°40'24"E
L18	41.95	N24°26'28"E
L19	50.39	S68°35'16"E
L20	40.46	S03°26'58"W
L21	48.48	S55°04'00"E
L22	39.65	S63°18'50"E
L23	85.55	S67°38'32"E
L24	51.33	S79°16'20"E
L25	51.83	S68°10'57"E
L26	41.19	S40°24'05"E
L27	162.99	N89°39'40"E
L28	33.51	N49°25'39"E
L29	95.24	S17°55'08"W
L30	29.73	S37°22'13"E

BOUNDARY LINE TABLE

Line #	Length	Direction
L1	103.43	N31°18'57"E
L2	118.00	S87°35'03"W
L3	141.55	N20°02'19"E
L4	197.49	N60°17'10"W
L5	116.61	S55°42'20"E
L6	162.73	S60°37'34"E
L7	163.61	S74°37'08"E
L8	200.21	S52°11'42"E

ACCESS EASEMENT LINE TABLE

Line #	Length	Direction
L31	186.41	N52°11'46"W
L32	80.05	N56°30'49"W
L33	54.92	N57°24'16"W
L34	64.87	S71°35'48"W



NOTES

RESTRICTIVE COVENANTS

OWNER'S CERTIFICATE

Steven M. Bieda
PLS-2275
March 23, 2023

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Packet Pg. 25



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UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Frederick W. & Jane D. Bennett Living Trust, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CERTIFICATE OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, and mapping of the land described on this Certified Survey Map and does hereby consent to the above certificate of Frederick W. & Jane D. Bennett Living Trust, Owner of said lands.

Witness the hand and seal of,

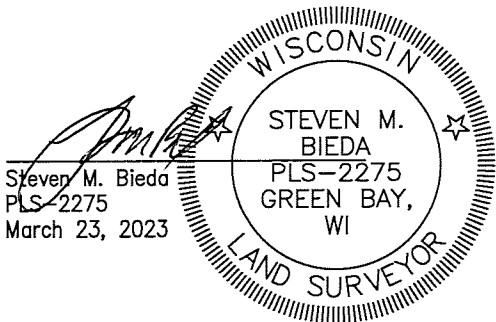
_____, _____, _____
(signature) (print title) (date)

(print name)

Personally came before me this _____ day of _____, _____, the above named officer of said corporation to me known to be the persons who executed the foregoing certificate and acknowledged the same.

Notary Public My Commission Expires _____
_____ County, Wisconsin

STATE OF WISCONSIN]
COUNTY OF _____] SS.





City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission to approve an extraterritorial 2-lot certified survey map at 3717 Ryan RD in the Town of Rockland (Parcel R-118).

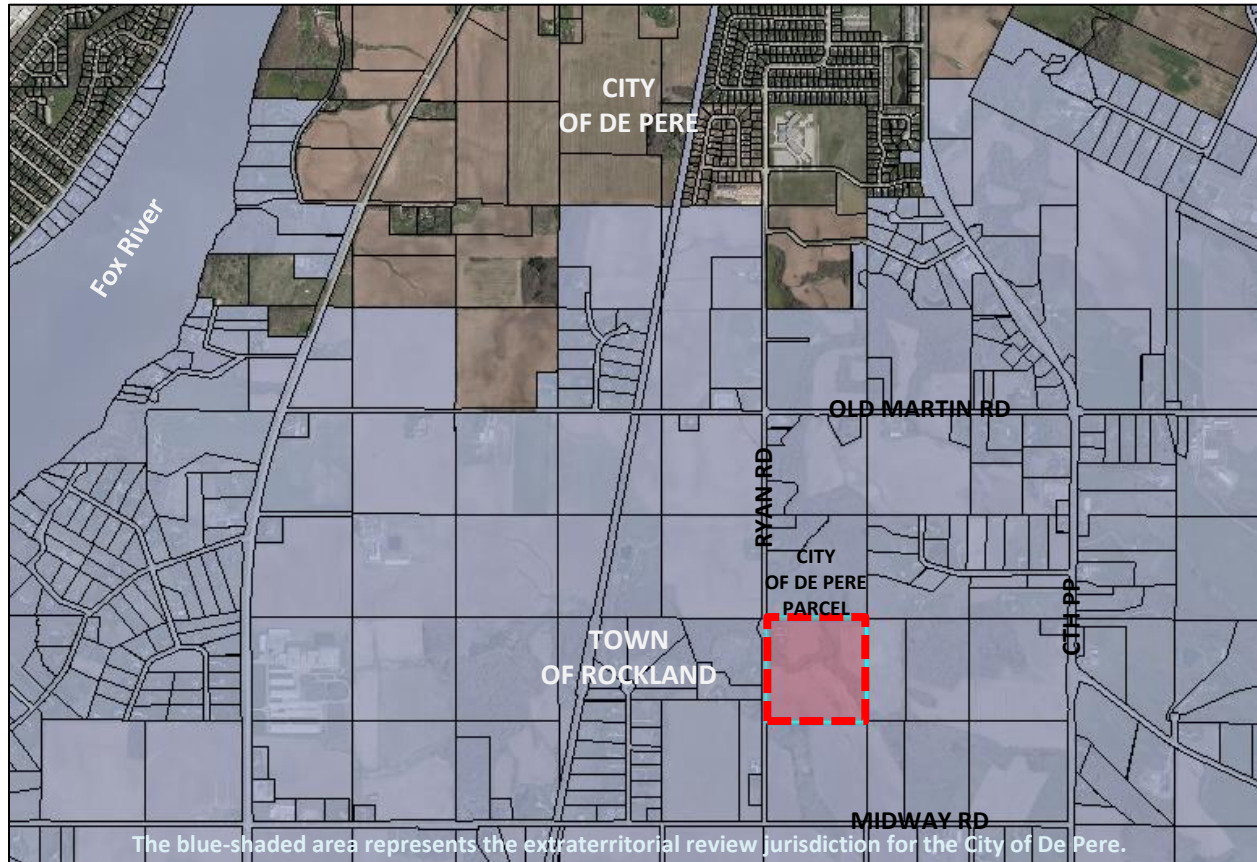
On April 24, 2023, Plan Commission unanimously recommended approval of the certified survey map, with conditions, by a vote of 7-0.

ATTACHMENTS:

- PC Report - Ryan RD (DOCX)
- Preliminary CSM - 30 Mar 2023 (PDF)

- Item 5: Consideration and possible action on an extraterritorial 2-lot certified survey map at 3717 Ryan RD in the Town of Rockland (Parcel R-118). *

SITE MAP



REQUESTED ACTION:	Extraterritorial Certified Survey Map Approval.	
COMMON DESCRIPTION:	3717 Ryan RD, located north and east of the Ryan RD and Midway RD intersection in the Town of Rockland.	
ZONING:	Agricultural Non-Participating Working Lands Initiative (NPWLI) for the Town of Rockland. <i>(NOTE: Lot 2 is in the process of being rezoned to a residential district that allows 10.1 acre lots by the Town of Rockland.)</i>	
SURROUNDING LAND USES:	City-owned natural area immediately to the north. Undeveloped, residential, and natural areas to the south, east, and west.	
COMPREHENSIVE PLAN:	General Agricultural for the Town of Rockland.	
APPLICANT/OWNER:	<u>Authorized Representative</u> Andrew L. Hunter, PLS Wisconsin Land Surveying INC 3552 Glan Oaks Pass Green Bay, WI 54311	<u>Property Owner</u> Triston S Winecki 3717 Ryan RD De Pere, WI 54115

LAND USE HISTORY: After a review of air photographs, the farm site has been undeveloped with natural areas since 1938.

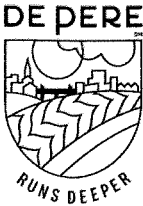
STAFF REVIEW: When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns.

- The proposed CSM is in the Town of Rockland, immediately south of a city-owned parcel that is part of the City of De Pere.
- The proposed land division will create one agricultural lot and one residential lot.
- The site is located outside of the sewer service area.
- Per the State Board of Health, the minimum acreage and frontage are 0.46 acres and 80' if no public sewer is provided; the Town of Rockland minimum is 25 acres and 300'.
 - Lot 2 does not meet the Town of Rockland's minimum lot size of 25 acres.
 - To resolve this, the property owner stated that rezoning is in progress with the Town of Rockland.

The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed lot sizes, street frontages, and setbacks meet City requirements.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the certified survey map, subject to:

1. Meeting all other state and local regulations, including the City of De Pere, Town of Rockland, and Brown County Planning Commission.
 - a. The applicant needs to successfully complete the rezoning of proposed Lot 2 from NPWL to a zoning district that allows for 10.1 acre lots or the Town of Rockland cannot approve the CSM. Rezoning may need to be preceded by a Comprehensive Plan amendment if residential rezoning is no longer compliant with the Town's Comprehensive Plan. The property owner stated that rezoning is in progress with the Town of Rockland.
2. Add a certificate for the City of De Pere that includes the date of Common Council approval, and a separate signature and date line for City Clerk Carey E. Danen.

	CITY OF DE PERE APPLICATION FOR CSM REVIEW	Fee: \$ 375.00
		Receipt #: 180558
		Date: 3-30-23

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
WISCONSIN LAND SURVEYING	ANDY HUNTER	SURVEYOR	
Mailing Address	City	State	ZIP Code
3552 GLEN OAKS PASS	GREEN BAY	WI	54311
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	
andy@wisconsinlandsurveying.com	920-410-7744		

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
TRISTON WINIECKI		OWNER	
Mailing Address	City	State	ZIP Code
3717 RYAN RD.	DEPERE	WI	54115
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	
TRISTON.WINIECKI@YAHOO.COM	920-265-3992		

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
3717 RYAN ROAD, DEPERE	R-118

SECTION 4: CSM Information

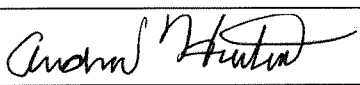
Existing Zoning:	AG
Present Use of Parcel:	AG/RESIDENTIAL
Proposed Use of Lots:	2

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print)	Title	Phone Number
ANDY HUNTER	SURVEYOR	920-410-7744
Signature of Applicant	Date Signed	
	3-27-2023	

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.	
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CERTIFIED SURVEY MAP SHEET 1 OF 3

ALL OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 10,
TOWNSHIP 22 NORTH, RANGE 20 EAST, TOWN OF ROCKLAND, BROWN
COUNTY, WISCONSIN.

NOTES

1.

THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION OR INSTALLATION-RELATED ACTIVITIES.
2.

A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOTS 1 AND 2 PRIOR TO CONSTRUCTION, FILL, EXCAVATION, OR GRADING ACTIVITY WITHIN 300 FEET OF THE ORDINARY HIGH WATER MARK (OHWM) OF NAVIGABLE RIVERS OR STREAMS, OR TO THE LANDWARD SIDE OF THE FLOODPLAIN, WHICHEVER IS GREATER, AND/OR 1000' OF THE OHWM OF NAVIGABLE LAKES, PONDS, OR FLOWAGES.
3.

DEVELOPMENT ON LOTS 1 AND 2 REQUIRES THAT PUBLIC SEWER AND WATER BE AVAILABLE OR ACQUISITION OF ALL STATE, COUNTY, AND/OR MUNICIPAL PERMITS CONCERNING ONSITE SEWAGE DISPOSAL SYSTEMS FOR SANITARY WASTE DISPOSAL.
4.

LOTS 1 AND 2 INCLUDE WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORPS OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.
5.

THE WETLANDS ARE APPROXIMATE ON LOTS 1 AND 2 DUE TO THE LARGE SIZE OF THE LOT AND/OR THE LOCATION OF THE WETLAND ESA. SHOULD ANY DEVELOPMENT ON LOTS 1 AND 2 BE PROPOSED NEAR OR WITHIN THE APPROXIMATE WETLAND ESA, THE ACTUAL WETLAND AND ESA BOUNDARY SHALL BE PROPERLY DELINEATED BY A CERTIFIED WETLAND DELINEATOR HIRED BY THE AFFECTED LANDOWNER. A COPY OF THE WETLAND DELINEATION REPORT/MAP SHALL BE PROVIDED TO THE BROWN COUNTY PLANNING COMMISSION FOR VERIFICATION.
6.

BEARINGS ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (BROWN COUNTY) NAD 83(91), WHERE THE EAST LINE OF THE S.W. 1/4 OF SECTION 10, T22N, R20E IS RECORDED TO BEAR S00°07'39"W.
7.

ALL DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

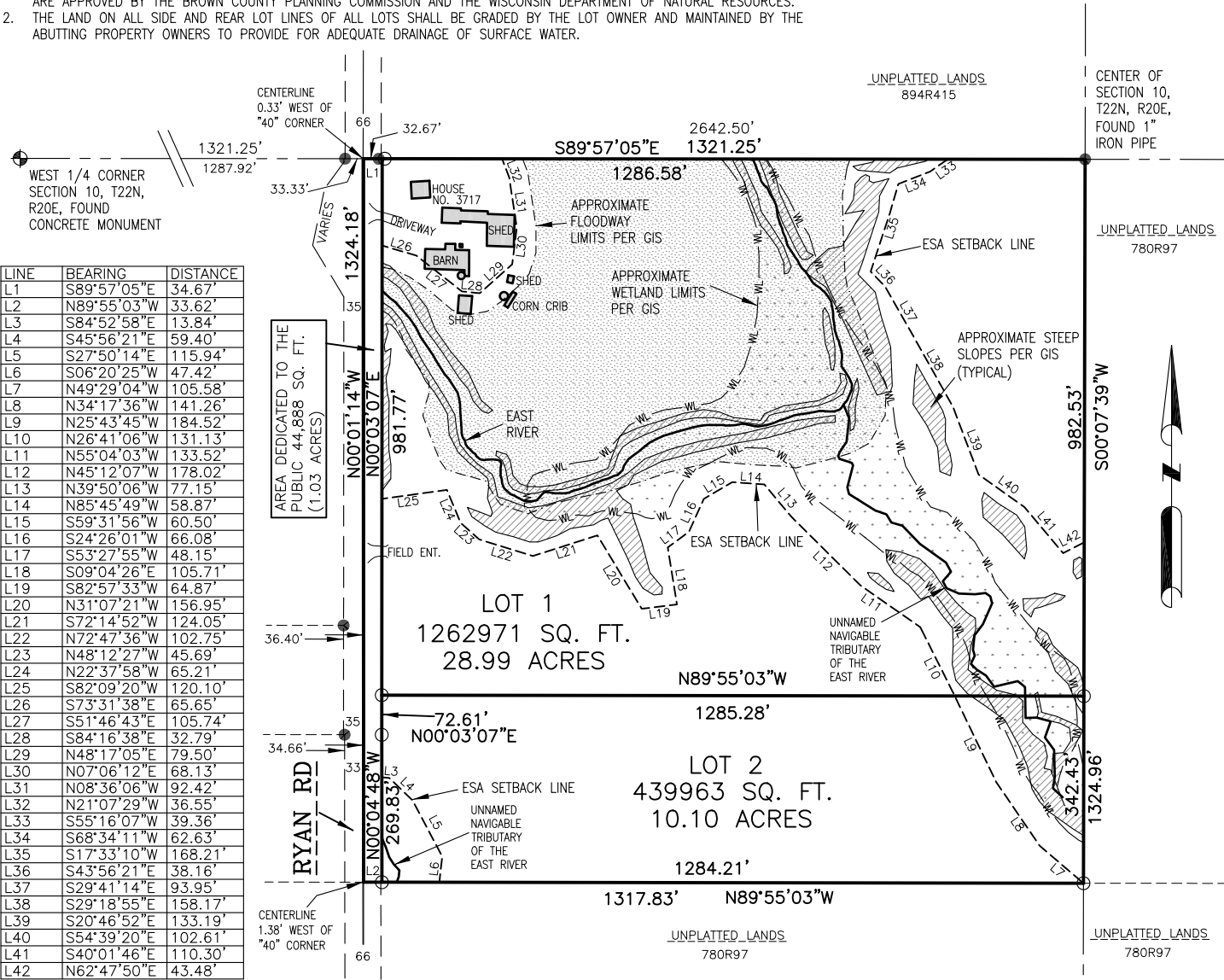


RESTRICTIVE COVENANTS

1.

LOTS 1 AND 2 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES APPROXIMATE WETLANDS, ALL LANDS WITHIN 50 FEET OF APPROXIMATE WETLANDS OF ANY SIZE, FLOODWAY PLUS 35 FEET FROM THE FLOODWAY LINE, NAVIGABLE WATERWAYS AND 75 FEET FROM NAVIGABLE WATERWAYS, STEEP SLOPES OF 20% OR GREATER ASSOCIATED WITH ANY AFOREMENTIONED WATER OR NATURAL RESOURCE FEATURES AND A 20 FOOT SETBACK FROM TOP AND BOTTOM OF STEEP SLOPES. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.
2.

THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.



LINE	BEARING	DISTANCE
L1	S89°57'05"E	34.67'
L2	N89°55'03"W	33.62'
L3	S84°52'58"E	13.84'
L4	S45°56'21"E	59.40'
L5	S27°50'14"E	115.94'
L6	S06°20'25"W	47.42'
L7	N49°29'04"W	105.58'
L8	N34°17'36"W	141.26'
L9	N25°43'45"W	184.52'
L10	N26°41'06"W	131.13'
L11	N55°04'03"W	133.52'
L12	N45°12'07"W	178.02'
L13	N39°50'06"W	77.15'
L14	N85°45'49"W	58.87'
L15	S59°31'56"W	60.50'
L16	S24°26'01"W	66.08'
L17	S53°27'55"W	48.15'
L18	S09°04'26"E	105.71'
L19	S82°37'33"W	64.87'
L20	N31°07'21"W	156.95'
L21	S72°14'52"W	124.05'
L22	N72°47'36"W	102.75'
L23	N48°12'27"W	45.69'
L24	N22°37'58"W	65.21'
L25	S82°09'20"W	120.10'
L26	S73°31'38"E	65.65'
L27	S51°46'43"E	105.74'
L28	S84°16'38"E	32.79'
L29	N48°17'05"E	79.50'
L30	N07°06'12"E	68.13'
L31	N08°36'06"W	92.42'
L32	N21°07'29"W	36.55'
L33	S55°16'07"W	39.36'
L34	S68°34'11"W	62.63'
L35	S17°33'10"W	168.21'
L36	S43°56'21"E	38.16'
L37	S29°41'14"E	93.95'
L38	S29°18'55"E	158.17'
L39	S20°46'52"E	133.19'
L40	S54°39'20"E	102.61'
L41	S40°01'46"E	110.30'
L42	N62°47'50"E	43.48'

SURVEY FOR:

TRISTON S. WINIECKI
3717 RYAN RD.
DEPERE, WI 54115
PARCEL R-118

PUBLIC TRUST DOCTRINE:

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

LEGEND

- ⊕

DENOTES SECTION OR 1/4 SECTION CORNER AS DESCRIBED
- DENOTES 1.25" OUTSIDE DIAMETER IRON PIPE 18" LONG SET, WEIGHING NOT LESS THAN 1.13 LBS PER LINEAL FOOT.
- DENOTES 1" IRON PIPE FOUND



SCALE 1"=300'

SOUTH 1/4
CORNER SECTION
10, T22N, R20E,
FOUND P.K. NAIL

3/15/2023

PROJECT 5844

SHEET 1 OF 3

3552 GLEN OAKS PASS, GREEN BAY, WI 54311

www.wisconsinlandsurveying.com (920)410-7744

Professional Service You Can Trust

CERTIFIED SURVEY MAP

SHEET 2 of 3

ALL OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 10, TOWNSHIP 22 NORTH, RANGE 20 EAST, TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN

I, ANDREW L. HUNTER, WISCONSIN PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY;

THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 10, TOWNSHIP 22 NORTH, RANGE 20 EAST, TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN, WHICH IS BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 10; THENCE NORTH 00°07'39" EAST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, 1324.96 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4, SOUTHWEST 1/4 AND THE POINT OF BEGINNING; THENCE NORTH 89°55'03" WEST ALONG SAID SOUTH LINE, 1317.83 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4, SOUTHWEST 1/4; THENCE NORTH 00°01'14" WEST ALONG SAID WEST LINE, 1324.18 FEET TO THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 89°57'05" EAST ALONG SAID NORTH LINE, 1321.25 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4, BEING THE CENTER OF SAID SECTION 10; THENCE SOUTH 00°07'39" WEST ALONG SAID EAST LINE, 1324.96 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,747,822 SQ. FT. (40.12 ACRES) AND IS SUBJECT TO ALL EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE THIS SURVEY BY THE DIRECTION OF TRISTON S. WINIECKI AND KATE J. KUMBALEK, OWNERS OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, DIVIDING AND MAPPING THE LAND, AND THE LAND SUBDIVISION ORDINANCES OF THE TOWN OF ROCKLAND AND THE BROWN COUNTY PLANNING COMMISSION.

ANDREW HUNTER, PROFESSIONAL WISCONSIN LAND SURVEYOR S-2835-008

DATE: _____

OWNER'S CERTIFICATE

AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED HEREIN TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: TOWN OF ROCKLAND AND BROWN COUNTY PLANNING COMMISSION.

WITNESS THE HAND AND SEAL OF SAID OWNERS THIS _____ DAY OF _____, 20 _____

TRISTON S. WINIECKI

KATE J. KUMBALEK

STATE OF WISCONSIN)
:SS
_____) COUNTY)

PERSONALLY, CAME BEFORE ME THIS _____ DAY OF _____ 20 _____ THE AFOREMENTIONED TRISTON S. WINIECKI AND KATE J. KUMBALEK TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

CERTIFIED SURVEY MAPSHEET 3 of 3

ALL OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 10, TOWNSHIP 22 NORTH, RANGE 20 EAST, TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN.

TOWN TREASURER'S CERTIFICATE

AS DULY ELECTED TOWN OF ROCKLAND TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOW NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

DATE_____TREASURER_____MARY VAN DYCK

CERTIFICATE OF THE TOWN OF ROCKLAND

APPROVED BY THE TOWN OF ROCKLAND THIS _____ DAY OF _____, 20_____

_____	_____
DENNIS CASHMAN	JULIE KOENIG
TOWN CHAIRPERSON	TOWN CLERK

TREASURER'S CERTIFICATE

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE SHOWN NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BELOW.

PAUL D. ZELLERDATE
BROWN COUNTY TREASURER

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

APPROVED BY THE BROWN COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20_____

KARL MUELLER
SENIOR PLANNER



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to accept a \$1,750 donation from Tweet/Garot Mechanical for June Beer Garden.

The Board of Park Commissioners, at the April 20, 2023 meeting, approved accepting a \$1,750 donation from Tweet/Garot Mechanical for the June Beer Garden. The above motion passed unanimously, with a 7-0 vote.

ATTACHMENTS:

- Tweet Garot Mechanical - Beer Gardens 2023 (DOCX)

CITY OF DE PERE

Community Center

600 Grant Street, De Pere, WI 54115 | 920-339-4097 | www.de-pere.org



TO: Board of Park Commissioners

FROM: Paula Rahn, Recreation Superintendent

DATE: March 16, 2023

RE: Consideration to accept a \$1,750 donation from Tweet/Garot Mechanical, Inc. for the June De Pere Beer Gardens

Staff is requesting the Board of Park Commissioner's approval to accept a \$1,750 donation from Tweet/Garot Mechanical, Inc. for an individual sponsorship for our June 27, 2023 Beer Garden event at Voyageur Park. An individual sponsor would be listed in all social media posts and other electronic marketing specific to that event along with signage at the event.

We are very pleased to have Tweet/Garot Mechanical, Inc. back on board as one of our sponsors of this great community event this year! Tweet/Garot was the main sponsor of our inaugural beer gardens in 2019. As a sponsor, the companies are encouraged to provide staff to assist in the beer garden tent as well as hand out swag if desired, which always adds a nice, little special element.

Thank you for your time and consideration.

Donation Information:

From: Tweet/Garot Mechanical, Inc., 325 Reid St., De Pere, WI 54115
c/o Nicole Edge, Marketing Coordinator

To: De Pere Parks & Recreation Department

For: Individual Sponsorship for June 27, 2023 Beer Garden Event

Amount: \$1,750



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve alkalinity system quote from Carrico Aquatics in the amount of \$9,360, with the additional \$860 coming from pool referendum funding.

The Board of Park Commissioners, at the April 20, 2023 meeting approved the alkalinity system quote from Carrico Aquatics for \$9,360, with the additional amount needed of \$860 coming from the pool referendum funding. The motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

- Memo.Alkalinity System (PDF)
- City of De Pere Alkalinity Systems 3.16.23 (002) (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: April 20, 2023

RE: Approval of Carrico Quote for Alkalinity System

An Alkalinity System was approved in our 2023 Budget for VFW Pool in the amount of \$8,500. Our Maintenance Supervisor recently received a bid from Carrico Aquatics to install the Alkalinity System in the amount of \$9,360 which is \$860 above our approved budget.

The Alkalinity System helps our staff with the ability to monitor our chemicals as well as helps the system stay balanced and efficient. Due to timing, our City Administrator approved moving forward with the purchase.

Staff is requesting formal approval of accepting the proposal from Carrico Aquatics for installing an Alkalinity System in the amount of \$9,360. Money to cover the overage of this project would be recommended to come from the Pool Referendum Funding.



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

March 16, 2023

Mr. Eric Allen
Maintenance Specialist/Electrician
City of De Pere
925 S. Sixth Street
De Pere, Wisconsin 54115

RE: *Alkalinity Management Systems*

Dear Eric,

Thank you for allowing Carrico Aquatic Resources, Inc. the continued opportunity to work with the City of De Pere and provide a proposal for alkalinity management systems.

Alkalinity Management Systems:

- (3) BECSys Alkalinity Management Systems
- Installation, start-up, and operator training
- Shipping

Your total investment for the above listed is nine thousand three hundred sixty and no/100 dollars (\$9,360.00). Please note the City is responsible for providing all required electrical connections.

Terms for this sale are:

- Prices are firm for 30 days from date of this proposal.
- Terms of payment requested is 30 days from the date of our invoice after installation/delivery.
- Past due accounts will be charged a late fee of 1.5% per month.
- This price does not include taxes.

If you have any questions, please feel free to contact our office toll free at 800-832-7147. If you find this proposal acceptable, please indicate below and email a copy to **curtis@carricoaquatics.com**.

Thank you,

Curtis Momsen
Account Manager
Carrico Aquatic Resources, Inc.

ACCEPTANCE OF PROPOSAL

Accepted by: _____ Date: _____ P.O.# _____



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Parks

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action on Nelson Family Pavilion.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: A. Additional funding request for costs in excess of recommended Nelson Family Pavilion Bid.

ATTACHMENTS:

- Memo.Nelson Pavilion Summary.revised April 25 (PDF)

CITY OF DE PERE MEMO



To: Common Council
From: Marty Kosobucki
Date: May 2, 2023

RE: Nelson Pavilion Total Budget/Additional Funding

Bids for the Nelson Family Pavilion were submitted and reviewed by the Board of Park Commissioners. After reviewing the bids, the Board of Park Commissioners submitted a recommendation to the Council. In addition to the contract price with the recommended bidder, there are anticipated additional costs for the project. With these additional costs the total project costs exceeds the current amount of funding. We have provided a couple of tables to help explain the total projected budget for construction and the recommendations on how the overage can be funded.

Nelson Family Pavilion – Budget Summary

Revenue - This includes all donations and funding from the City	\$1,619,000
Projected Expenses - This includes all current and estimated future expenses	\$1,805,281
Project Balance	(\$186,281)

Nelson Family Pavilion – Expense Summary

	Expenses		Expenses	Description	
Present Expenses	\$91,000	Engineering			
	\$ 2,500	Soil Boring			
Anticipated Expenses			\$1,535,811	Construction	Base Bid From IEI
			\$ 6,091	Alternate I	Alt Bid from IEI. Not recommended
			\$ 17,530	Alternate II - Deduct	Ald Bid from IEI. Recommended
			\$ 3,500	FFE/Start up	Tables/chairs/etc
			\$ 15,000	Surveillance	
			\$ 5,000	Network Equip	IT support for surveillance and networking software

			\$ 10,000	Digital Access	Key card access for doors
			\$ 150,000	Soil Remediation	
			\$ 10,000	Donor Sign	
Total Expenses	\$93,500		\$1,706,781		\$1,805,281

To help offset the project estimated \$186,281 overrun, the following is being recommended.

- Recommend funding of approximately \$17,000 from PCB Settlement to be allocated toward Nelson Family Pavilion.
- Recommended net proceeds from the 2023 Beer Garden be allocated toward project. (While we won't know this exact number until the end of the summer, the Beer Gardens have typically brought in about \$10,000 per summer.)
- The rest of the funding is recommended to come from private donations.
 - o Upon the inability to obtain donations for the balance of funding, we would recommend the City borrowing for the rest.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: B. Recommendation from Board of Park Commissioners to approve Nelson Family Pavilion bid from IEI General Contractors.

The Board of Park Commissioners, at the April 20, 2023 meeting, approved accepting the low bid from IEI General Contractors, with declining alternative 1 and approving alternative 2, which was a deduct from the main bid, for a total bid of \$1,518,281. The motion passed unanimously, with a 7-0 vote.

ATTACHMENTS:

- Nelson Pavilion.Base Bid Memo (002)(PDF)
- 2023 0406 CE_Project 23-20_Bid Tab (PDF)
- 2023-04-11 De Pere - Post Bid Letter (PDF)
- Memo.Nelson Bid Award (PDF)

CITY OF DE PERE MEMO



To: Common Council

From: Marty Kosobucki

Date: May 2, 2023

RE: Nelson Pavilion Bid Recommendation

Recently we went out for public bid on the Nelson Pavilion. The Board of Park Commissioners reviewed the topic and the summary of bids at their April 20 meeting. The Board of Park Commissioners is recommending accepting the Base Bid from IEI Contractors, rejecting the Alternate Bid 1, and accepting the Alternate Bid 2.

Alternate Bid 1 consisted of changing the concrete approach from the park drive to asphalt. Because this was an add, we would not recommend. Alternate Bid 2 was changing the ceiling of the multi-purpose room from lineal metal paneling to painted mdf ceiling panels. This was a deduction of over \$17,000 and was recommended by the Park Board.

A summary of bids and Alternate Bids is included in your packet of information.



**PROJECT 23-20
NELSON FAMILY PAVILION**

				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				IEI General Contractors		Howard Immel Inc		Mike Koenig Construction Co., Inc.		Milbach Construction Services, Co.	
Item	Description	Unit	Qty	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid	Unit Price	Amount Bid
Base Bid											
BB-01	Nelson Family Pavilion Lump Sum Bid	LS	1	\$1,535,811.00	\$1,535,811.00	\$1,731,732.00	\$1,731,732.00	\$1,769,865.00	\$1,769,865.00	\$1,894,998.00	\$1,894,998.00
Base Bid				\$1,535,811.00		\$1,731,732.00		\$1,769,865.00		\$1,894,998.00	
Alternate 1											
A-01	Provide asphalt paving and aggregate base in lieu of concrete paving and aggregate base	LS	1	\$6,091.00	\$6,091.00	\$1,300.00	\$1,300.00	\$2,800.00	\$2,800.00	\$2,910.00	\$2,910.00
Base Bid + Alternate 1				\$1,541,902.00		\$1,733,032.00		\$1,772,665.00		\$1,897,908.00	
Alternate 2											
A-02	Provide gypsum board ceiling at room 100 in lieu of linear metal cladding	LS	1	(\$17,530.00)	(\$17,530.00)	(\$2,900.00)	(\$2,900.00)	(\$14,175.00)	(\$14,175.00)	(\$19,720.00)	(\$19,720.00)
Base Bid + Alternate 2				\$1,518,281.00		\$1,728,832.00		\$1,755,690.00		\$1,875,278.00	
Base Bid + Alternate 1 + Alternate 2				\$1,524,372.00		\$1,730,132.00		\$1,758,490.00		\$1,878,188.00	



April 11, 2023

Mr. Marty Kosobucki
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: City of De Pere
Nelson Family Pavilion
Bid Recommendation
McM. No. D0005-06-22-00146

Mr. Kosobucki;

This letter is being sent in reference to the Nelson Family Pavilion project located at 100 William St., De Pere, WI 54115 and the review of the proposed bids. Below is a summary of key items and our recommendations.

1. IEI General Contractors submitted the low base bid at: \$1,535,811
 - a. Upon reviewing the bids, IEI's bid falls in line with the project specifications.
 - b. IEI's bid is recommended for acceptance.
2. In addition to the base bid there were (2) alternates
 - a. Alternate No. 1 – (provide asphalt paving in lieu of concrete paving for driveway)
Add \$6,091
 - b. Alternate No. 2 – (provide gypsum board ceiling at Multipurpose Room in lieu of linear metal cladding. The wood beams remain. The material change would be between the beams.)
Deduct \$17,530
3. There is additional cost being evaluated for poor soil conditions that are unsuitable for the foundation support. This information has been provided by Intertek from three soil borings they conducted. Per the recommendation fill soils need to be removed and replaced with structural fill or geopiers will be needed to support the building. Preliminary cost opinions are in the range of \$50,000 – 100,000. Upon further review the structural engineer will provide additional information that will establish the additional cost.

If there are any questions, please feel free to reach out to discuss.

Respectfully,

McMahon Associates, Inc.

Kevin Chevalier, Assoc. AIA
Project Manager

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: April 20, 2023

RE: Nelson Pavilion

Included in your packet of information you should have the Bid Tabulation from the Nelson Family Pavilion results. In addition, I have also included information from our consultant.

Staff would recommend the following...

- Recommend bid from IEI General Contractors.
- Do not accept or recommend the bid amount for Alternate #1.
 - o This is the changing of the drive way from concrete to asphalt.
- Accept the bid amount for Alternate #2.
 - o This is a deduct of \$17,530 and changes the ceiling from lineal metal cladding to painted gypsum board.
- Recommended final amount would be \$1,518,281 after Base Bid and inclusion of Alternate #2.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #23-40 Adopting a 2023-2025 Capital Improvement Plan.

ATTACHMENTS:

- Reso23-40 (PDF)
- City of De Pere_2023-2025 CIP 4-26-2023 (PDF)
- Consider Resolution to Adopt Proposed CIP for CDBG Grant 4-27-2023 (PDF)

RESOLUTION #23-40
ADOPTING A 2023-2025 CAPITAL IMPROVEMENT PLAN

WHEREAS, a proposed Capital Improvement Plan has been presented for the three-year period from 2023-2025; and

WHEREAS, the proposed Capital Improvement Plan will be used as a planning document for upcoming street projects so that it can be used to apply for future grant funding opportunities; and

WHEREAS, the Common Council of the City of De Pere has reviewed the Capital Improvement Plan, a copy of which is attached to this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere does officially adopt the proposed three-year Capital Improvement Plan attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of May, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

City of De Pere

2023-2025 Capital Improvement Plan

Year	Project	Location	Project Description	Estimated Cost
2023	Street and Utility Improvements	S. Seventh St. – Main Ave. to Termini Reid St. – Allard St. to railroad crossing. Main Ave. Annex Wilcox Court	The street reconstruction would include the replacement of the aging utility infrastructure, including water, sanitary sewer, and storm sewer. This project is being proposed because the street and utilities within the project area have or are approaching their useful life. Because the underground utilities need to be improved, a full reconstruction of the roadway would be the most beneficial option for the City.	\$2,000,000
2024	Street and Utility Improvements	S. Superior St.- Merrill St. to Virginia Dr. Bomier St. – S. Superior St. to S. Erie St.	The street reconstruction would include the replacement of the aging utility infrastructure, including water, sanitary sewer, and storm sewer. This project is being proposed because the street and utilities within the project area have or are approaching their useful life. Because the underground utilities need to be improved, a full reconstruction of the roadway would be the most beneficial option for the City.	\$1,890,795
2024	Street and Utility Improvements	Bomier St. – S. Michigan St. to S. Superior St. S. Superior St. – Virginia Dr. to Termini Aero Dr. – Terry Ln. to W. Vista Circle Pleasant Pl. – Third St. to Termini Stevens St. – Terry Ln. to W. Vista Ci. Stevens St.- W. Vista Ci. to E. Vista Ci. Stevens St. – E. Vista Ci. to Lost Dauphin Rd. Villa Ln. – E. Vista Ci. to Lost Dauphin Rd. Virginia Dr. – S. Superior St. to S. Erie St.	The street reconstruction would include the replacement of the aging utility infrastructure, including water, sanitary sewer, and storm sewer. This project is being proposed because the street and utilities within the project area have or are approaching their useful life. Because the underground utilities need to be improved, a full reconstruction of the roadway would be the most beneficial option for the City.	\$2,500,000
2025	Street and Utility Improvements	Cook St. – S. Broadway St. to S. Erie St. Fifth St. - Main Ave. to Termini Franklin St. – N. Huron St. to George St. Georgia Dr. – Cook St. to Termini N. Good Hope Rd. – Fox River Dr. to S. Good Hope Rd. S. Good Hope Rd. – Fox River Dr. to N. Good Hope Rd. Martin St. – Butler St. to Termini Oak St. – Tenth St. to Ninth St. N. Seventh St. – Main Ave. to Oak St. Tenth St. – Main Ave. to Termini Twilight Dr. – Lois St. to Termini	The street reconstruction would include the replacement of the aging utility infrastructure, including water, sanitary sewer, and storm sewer. This project is being proposed because the street and utilities within the project area have or are approaching their useful life. Because the underground utilities need to be improved, a full reconstruction of the roadway would be the most beneficial option for the City.	\$2,500,000

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Common Council
From: Scott J. Thoresen, Director of Public Works
Date: April 27, 2023
RE: Consideration and possible action on Resolution to Adopt Proposed Capital Improvement Plan for CDBG Grant

The City contracted with MSA Professional Services, Inc. (MSA) to apply for a Community Development Block Grant (CDBG) that would be used for street infrastructure improvements on S. Superior Street from Merrill Street south to Bomier Street and Bomier Street from S. Superior Street to Erie Street. The grant application program is competitive, so it is important the City receives the maximum points in each scoring category in being considered for the grant. One of the categories in the grant application is if a community has adopted/approved capital improvement plan (CIP). MSA has recommended the City Council adopt/approve a mini-CIP which would include the attached resolution for adoption/approval. In addition, attached is a three (3) year CIP for 2023-2025 which lists the tentative streets, project description and cost estimates the City would be working on. As part of this CIP we need to show the streets being done that we are applying for with the CDBG grant. The adoption of this resolution does not commit the City to having to do these projects in the years provided but is considered to be a planning tool.

Staff recommends approving the resolution.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #23-41 Authorizing submission of Fox River Trustee Council National Resource Damage Assessment Grant Application for Voyageur Park kayak/canoe launch.

The Board of Park Commissioners, at the April 20, 2023 meeting, submitted a grant application to the NRDA for a canoe/kayak launch at Voyageur Park. The above motion passed unanimously, with a 7-0 vote.

ATTACHMENTS:

- Reso23-41 (PDF)
- FoxNRDA_ProjectIdea_Voyageur Park Kayak Canoe Launch_Final (PDF)
- Memo.NRDA Cover (PDF)

RESOLUTION #23-41

AUTHORIZING SUBMISSION OF FOX RIVER TRUSTEE COUNCIL NATURAL RESOURCE
DAMAGE ASSESSMENT GRANT APPLICATION FOR VOYAGEUR PARK KAYAK/CANOE LAUNCH

WHEREAS, the Fox River Trustee Council offers restoration project grants with funding acquired through Natural Resource Damage Assessment (NRDA) settlements to support rehabilitation of natural resources in the Lower Fox River and Green Bay areas; and

WHEREAS, such grant, if awarded to the City, will be used to install a kayak/canoe launch at Voyageur Park, with the NRDA grant covering approximately 50% of costs up to a maximum grant amount of \$20,427; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Director of Parks, Recreation & Forestry to:

- Submit a Restoration Project Idea Form Grant application to the Fox River/Green Bay NRDA for the financial assistance as described above;
- sign necessary documents in connection with the awarded grant; and
- take all other necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of May, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 04/20/2023



FOX RIVER/GREEN BAY NRDA RESTORATION PROJECT IDEA FORM

CONTACT INFORMATION

Project Manager: Marty Kosobucki, Director of Parks, Recreation and

Name of Organization: City of De Pere

Address: 925 S Sixth Street, De Pere, WI 54115

Phone Number: 920-339-8358

E-mail: mkosobucki@deperewi.gov

Date Submitted:

PROJECT AT A GLANCE

Title of Project: City of De Pere - Voyageur Park Kayak / Canoe launch

Project Location: Voyageur Park

Current Land ownership: City of De Pere

Future Land ownership:

Total NRDA Funding Requested: \$ 20,427.00

Estimated Matching Funds: \$ 20,427.00

Estimated Total Project Cost: \$ 40,854.00

Primary Project Category: Increased Public Access to Fishery Resource

Anticipated Impacts: Acres Restored

Anticipated Impacts: Select Impact Metric (include quantity in the first box)

Anticipated Impacts: Select Impact Metric (include quantity in the first box)

PROJECT NARRATIVE:

Voyageur Park sits along the Fox River and is considered to be a highly used community park by local residents and visitors. The park is home to various festivals and events, and is also adjacent to the De Pere Riverwalk and Wildlife Viewing Pier. The park is a large passive use park that features walking paths, green space, shelter rentals, and Fox River access. There are six transient public boat docks for people to use at Voyageur Park in the heart of De Pere. The intention of this project is to add a kayak/canoe launch to one of the finger docks to allow more recreational boating access to the Fox River.

Canoeing and kayaking have seen its popularity increase over the years. Presently the City of De Pere has a canoe/kayak launch on the south side of the De Pere Dam at Bomier Park. Unfortunately on the north side of the De Pere Dam, no known canoe/kayak launch exists within the proximity of De Pere. Voyageur Park is an ideal location for such a launch as it already is a hub for visitors to the Fox River, however does not provide any convenient access for canoe and kayak enthusiasts. Voyageur Park also provides convenient access to the Fox River and areas that are ideal for such recreational activity.

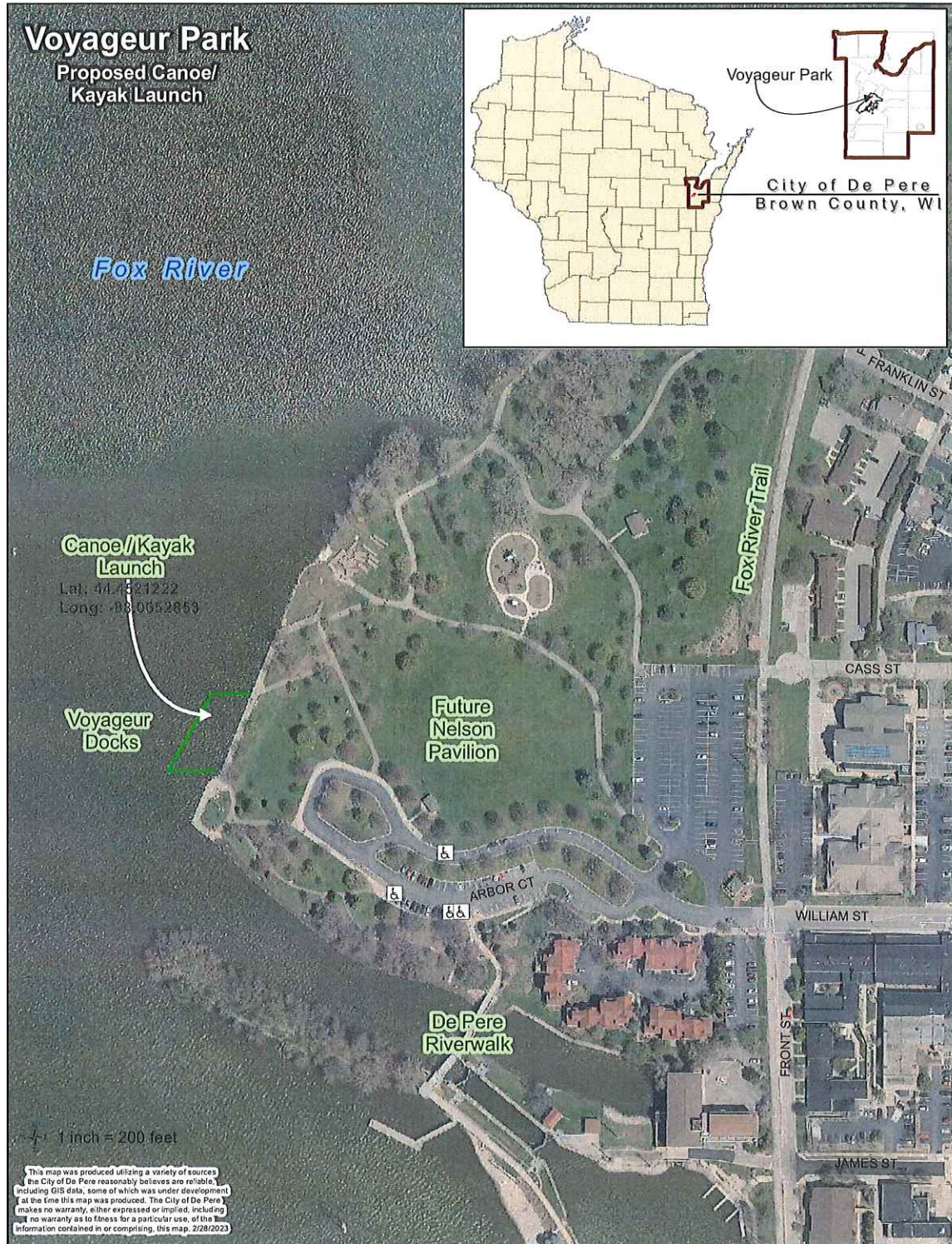
METHODS AND TIMELINE:

We are applying for multiple grants to fund the project. We anticipate acquiring and installing the launch in the spring of 2024.

? MAINTENANCE AND MONITORING:

The Park Department will be responsible for managing the installation of the launch as well as perform any maintenance needed on a yearly basis. We currently have a transient boat dock system that we already monitor and maintain. This canoe/kayak launch would be easily incorporated into our maintenance program.

PROJECT LOCATION MAP (insert below):



PROJECT BUDGET:

	NRDA Request	Matching Funds	Total Funds	Description and Source of Funding Item
Enter Funding Category	\$ 20,427.00	\$ 20,427.00	\$ 40,854.00	WDNR Recreational Boating Grant
Enter Funding Category			\$ 0.00	
Enter Funding Category			\$ 0.00	
Enter Funding Category			\$ 0.00	
Enter Funding Category			\$ 0.00	
Enter Funding Category			\$ 0.00	
Enter Funding Category			\$ 0.00	
Enter Funding Category			\$ 0.00	
	\$ 20,427.00	\$ 20,427.00	\$ 40,854.00	

BUDGET NARRATIVE:**PROJECT ATTACHMENTS:**

Please attach any applicable photos, designs, plan views, bid documents, etc. to this project idea form



816-260-5113

justin@ezdockofthegreatplains.com
515 Airport Road Bismarck, ND 58504

Estimate

Date	Estimate #
2/15/2023	4451

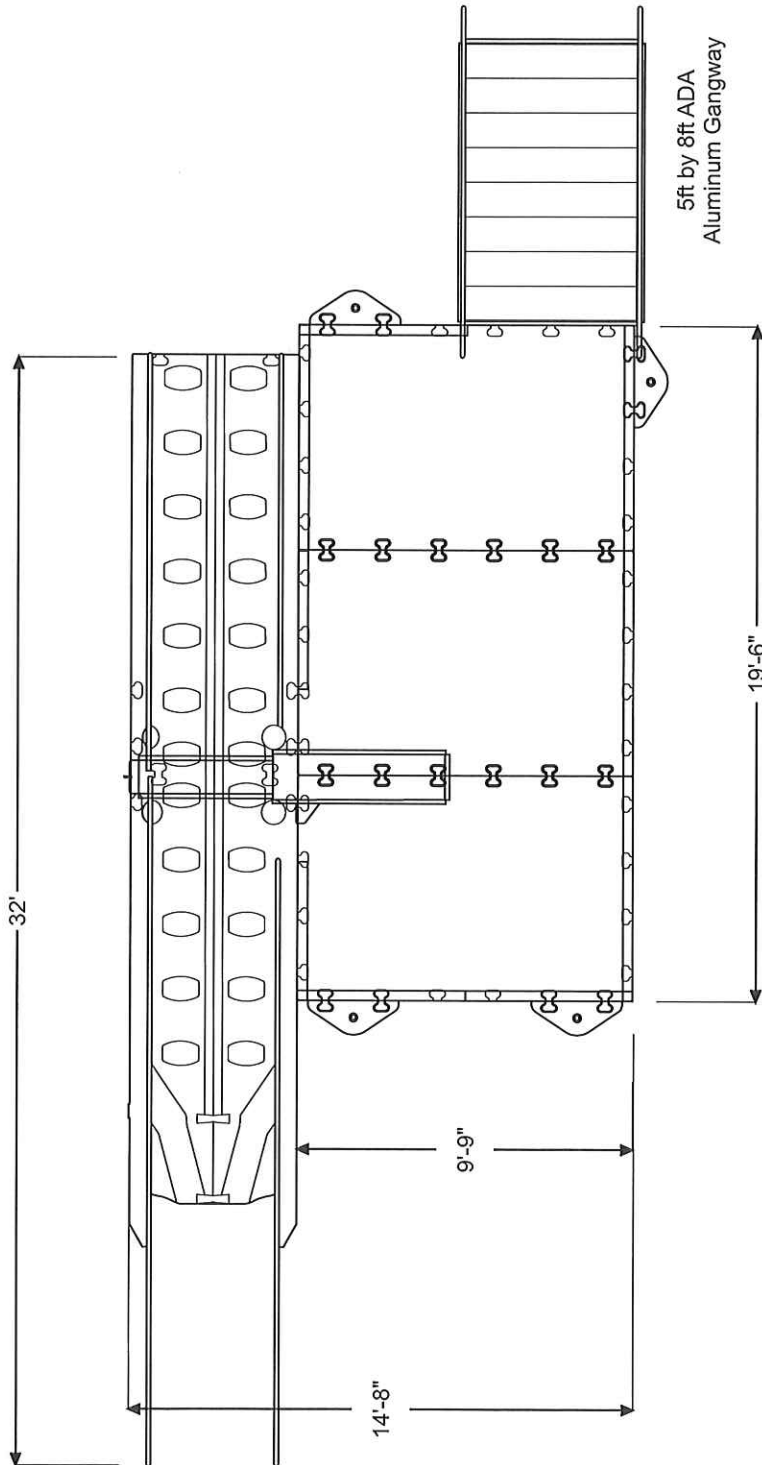
Name / Address	
EZ Dock Floating Dock Systems ATTN: Bob Erdman 8227 Burma Ln Pickerel, WI 54465	
Dock Location	
Customer Phone	715-484-2277

Rep	P.O. No.

Item	Description	Qty	Rate	Total
208010	Voyager Park- City of DePere, WI	3	2,779.00	8,337.00T
500960R-ASY	80" X 10' DOCK SECTION	1	10,001.00	10,001.00T
5008900	KIT, EZ LAUNCH "One-Way" RIGHT w/PORTS	1	6,205.00	6,205.00T
	EZ LAUNCH ACCESSIBLE TRANSFER W/ SUPPORT GRAB RAIL & SIGN			
100757SS	EZ LAUNCH ADJUSTABLE ADAPTER KIT DOCK TO EZ LAUNCH SS (1 PR)	1	713.00	713.00T
301100	COUPLER SET W/ COMPOSITE ROD	12	72.00	864.00T
210250	PIPE BRACKET KIT HEAVY DUTY W/ INSERT 2.5"	4	490.00	1,960.00T
124025	2-3/8" OD - 10 GAUGE X 24' L GALVANIZED PIPE	4	298.00	1,192.00T
35116	DOCK CURBING PLASTIC 2-1/2" x 3-1/2" X 116" (no bolts)	7	260.00	1,820.00T
80530SS	3" x 5/16" FLATHEAD SCREWS FOR CURBING	42	6.00	252.00T
G200460	GANGWAY HINGE KIT, AL GANGWAY TO 60" DOCK	1	550.00	550.00T
G200465	GANGWAY HINGE KIT, AL GANGWAY TO SHORELINE ABUTMENT 60"	1	378.00	378.00T
ADA508	ADA GANGWAY AL 5'x8' W/ HANDRAILS, BEIGE THRUFLOW DECK	1	4,497.00	4,497.00T
	Pre-Subtotal			36,769.00
Freight	Freight / Delivery		685.00	685.00T
Dock Labor	Dock Installation		3,400.00	3,400.00
	Sales Tax		0.00%	0.00
Total				\$40,854.00

Dock Live Load of 62.5 lbs/sqft
Low Profile Dock Live Load 30 lbs/sqft

MADE IN
USA



Project Name:

Voyager Park ADA Drawing
De Perc, WI

Distributor Name:

Justin Lance
EZ DOCK of the GREAT PLAINS
816-260-5113

Drawn by: Justin Lance

Date: 2/15/2023

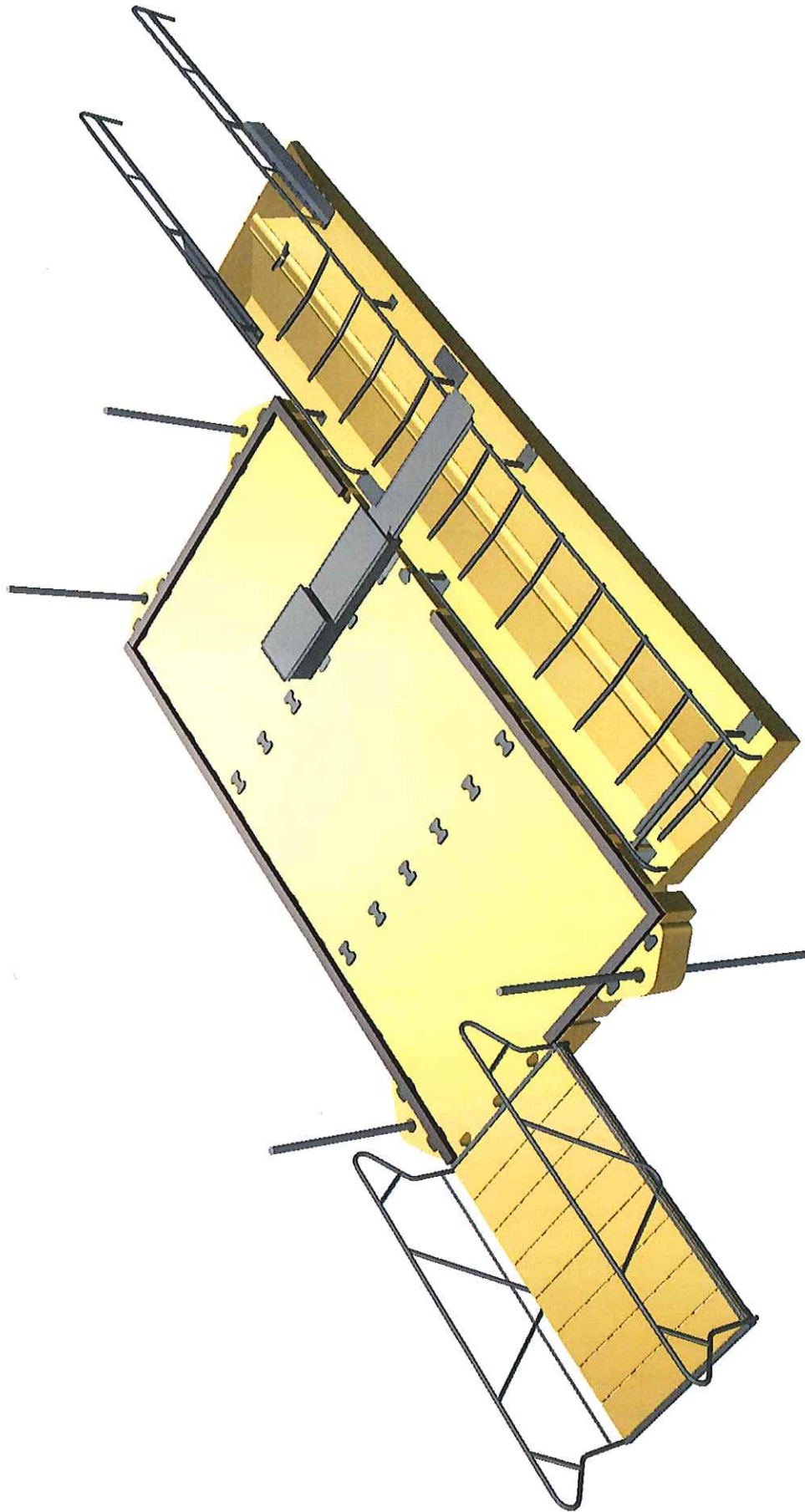
DWG Name: ABC_44972354025

EZ Dock, Inc
878 East Highway 60
Monett, Missouri 65708
Phone: 1 (800) 654-8168
Fax: (417) 235-2232

General Notes:

1. This drawing does not reflect anchoring. Once sufficient information & completed Proposal Request Form concerning water and bottom conditions is received, anchoring may be detailed.
2. Note: It is the dock owner/operator's responsibility to ascertain and comply with all applicable Federal, State, and local laws, ordinances and regulations, as well as all inspection, permitting and licensing requirements pertaining to the installation, application and use of EZ Dock products on the owner/operator's premises. EZ Dock, Inc. assumes no duty or responsibility with respect to the legality or compliance of the owner/operator's chosen installation, application or use of EZ Dock products.
3. Reference EZ Dock Owner Manual for additional details.

NOTICE! Read EZ Dock Limited Warranty carefully. Among other things, EZ Dock does not warrant damages, failures or defects caused by unauthorized modification of EZ Dock Product, and/or unauthorized attachment to/of EZ Dock Product.



CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Date: April 5, 2023

RE: Canoe/Kayak Launch Grant Application - NRDA

You will find a copy of the grant application to the NRDA with regard to a canoe/kayak launch at Voyageur Park. We hope to obtain and leverage grants from the NRDA and WDNR to acquire the launch. We request approval of the grant application and send to City Council for final approval.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #23-42 Authorizing submission of Wisconsin Department of National Resources Recreational Boating Facilities Development/Renovation Grant application for Voyageur Park kayak/canoe launch.

The Board of Park Commissioners, at the April 20, 2023 meeting, approved submitting the grant application for a Canoe/Kayak launch to the WDNR for approval. The motion passed unanimously, with a 7-0 vote.

ATTACHMENTS:

- Reso23-42 (PDF)
- RBG Application-Voyageur Kayak Canoe Launch - final (PDF)
- Memo.WDNR Cover (PDF)

RESOLUTION #23-42

AUTHORIZING SUBMISSION OF WISCONSIN DEPARTMENT OF NATURAL
RESOURCES RECREATIONAL BOATING FACILITIES DEVELOPMENT/RENOVATION
GRANT APPLICATION FOR VOYAGEUR PARK KAYAK/CANOE LAUNCH

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) offers recreational boating facility construction grants under its Recreational Boating Facilities (RBF) Program; and

WHEREAS, such grant, if awarded, will be used by the City to install a kayak/canoe launch at Voyageur Park, with the WDNR covering approximately 50% of costs up to a maximum grant amount of \$20,427; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Director of Parks, Recreation & Forestry to:

- Submit an RBF Grant application to the WDNR for the financial assistance as described above;
- sign necessary documents in connection with the awarded grant; and
- take all other necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of May, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 04/20/2023

Recreational Boating Facilities Development/Renovation Grant Application

Form 8700-343D (3/22) Page 1 of 5

Notice: This form is authorized under [s. 30.92, Wis. Stats.](#) and 50 C.F.R. 80 Code of Federal Regulations. You must complete this form in order to apply for or receive financial assistance from the Wisconsin Department of Natural Resources. Failure to complete this form will result in denial of financial assistance. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Laws [ss. 19.31-19.39 Wis. Stats.]

BEFORE YOU BEGIN TO FILL OUT THIS APPLICATION, PLEASE CONTACT YOUR REGIONAL GRANT PROJECT MANAGER!

Section 1. Applicant Information

Applicant/Organization Name

City of De Pere

Organization Mailing Address

925 S Sixth St

City

De Pere

State

WI

ZIP Code

54115

Individual Authorized to Act on Behalf of Applicant per Resolution

Marty Kosobucki

Phone Number

(920) 339-8358

Email Address

mkosobucki@deperewi.gov

ACH Payment Established with DNR? ☐ Yes ☒ No

If Yes, Email Address for ACH Payment

Mail Check to (if no ACH or address is different from applicant)

Address

City

State

ZIP Code

Are you a lake association? ☐ Yes ☒ No

Section 2. General Project Information

Project Title

Voyageur Park Kayak/Canoe Launch

Provide GPS coordinates of main parking lot at main public boat access site.

¼ ¼	¼	Section	Township	Range	☒ E ☐ W	Latitude (decimal degrees)	Longitude (decimal degrees)	County
SW	NW	22	23 N	20	☒ E ☐ W	44.45	-88.06	Brown

Waterbody Name

Fox River

Acres (DNR will fill in)

Property Owner (if other than applicant)

Phone Number

Street Address

City

State

ZIP Code

☒ Public Entity
 ☐ Private Entity
 ☐ Lease or Easement
 Expiration Date: _____

Who will be responsible to build/operate/maintain the project for at least 20 years?

City of De Pere

Is boat launch facility being developed or renovated? ☒ New Facility ☐ Renovation

Will you charge a launch fee? ☐ Yes ☒ No

Do you have all the necessary permits for your project? ☐ Yes ☐ No ☒ No Permits Needed for Project*

Who did you talk to and reason why no permit is needed?

Consulted with Scott Koehnke from the WDNR.

Water Permit Application Webpage: <https://dnr.wisconsin.gov/permits/water>. Copies of all required permits must be submitted to your regional grant project manager before appearing before the Wisconsin Waterways Commission. The permitting process may take over 60 days.

Recreational Boating Facilities Development/Renovation Grant Application

Form 8700-343D (3/22)

Page 2 of 5

Section 3. Existing Conditions

Describe the project area and if there are existing facilities, include the condition and age of these facilities.

Voyageur Park sits along the Fox River and is considered to be a highly used community park by local residents and visitors. The park is home to various festivals and events, and is also adjacent to the De Pere Riverwalk and Wildlife Viewing Pier. The park is a large passive use park that features walking paths, green space, shelter rentals, and Fox River access. There are six transient public boat docks for people to use at Voyageur Park in the heart of De Pere. These finger docks were refurbished in 2014 and 2015. The intention with this grant is for the city to add a kayak/canoe launch on one of the finger docks to allow more recreational boating access to the Fox River.

Section 4. Feasibility Statement

Describe, justify and state the project objectives to include economic, environmental and engineering aspects (who, what, where, when and why). Include dimensions of the property and proposed facilities including **percentage of ramp slope, water depth at end of ramp, and width of the exiting or proposed boarding dock or pier.**

The intent of the project is to locate an ADA compliant Canoe and Kayak launch north of the De Pere Dam. We currently have an ADA Compliant Canoe and Kakak launch just south of the De Pere Dam in Bomier Park. In evaluating different options, we felt Voyageur Park offers the best supporting resources and infrastructure to make the facility a success. Adequate parking and a new restroom facility will be at Voyageur Park. In addition, Voyageur Park is a unique location in that it is a hub of activity which plays a part in the canoe/kayak launch use and marketability. Voyageur Park hosts a very large and popular playground, rent-able shelters, walking trail, access to the Fox River Trail, access to the De Pere Riverwalk and Wildlife Viewing Pier, and excellent fishing to name a few.

Our current docks have a main platform with finger docks extending out into the river. Our main dock is approximately 250 ft long by 6 ft wide. Our finger docks are 30 ft long by 4 ft wide. See map included describing current docks. The approximate depth of the Fox River at the location of our docks is approximately 3'.

Section 5. Budget

Provide a detailed budget of eligible costs including all wages, services, supplies and equipment to accomplish the project. Select a category, item, cash or donation, item condition, quantity and cost: one per line.

Part A – Itemized Budget Detail

Cost Category	Item Description	Cash or Donation	Item Condition	Qty #	Cost	Total Cost
construction	canoe/kayak launch	Cash		1	\$40,854.00	\$40,854.00
Total Project Cost Estimate						\$40,854.00

Recreational Boating Facilities Development/Renovation Grant Application

Form 8700-343D (3/22)

Page 3 of 5

Part B – Cost Estimate Summary

Summary of all costs from Part A. All items from Part A will self-populate into the allocated categories.

Cost Category	A Cash Costs	B Donated Value
1. Salaries, wages and employee benefits and donated labor		
2. Equipment		
3. Contractual Services		
4. Construction	\$40,854.00	
5. Other		
6. Subtotals	\$40,854.00	
7. Total Project Cost Estimate	\$40,854.00	
8. Eligible Grant Award Request	\$20,427.00	
9. Adjusted Grant Request: If you would like to request <u>less than</u> the allowed amount, please fill in the amount of grant you would like to receive.		
10. Adjusted Grant Request: If you would like to request <u>more than</u> the allowed amount because you meet the criteria below*, please fill in the amount of grant you would like to receive.		

*May request up to 80% if meet criteria in [s. NR 7.088, Wis. Adm. Code](#)

Part C – Cost Share

Total Project Cost Estimate		\$40,854.00	
DNR Cost Share		\$20,427.00	50 %
Applicant Cost Share		\$20,427.00	50 %
Sources of Applicant Share	Amount	Status	Comments
Local budget, force account, etc.			
Federal Funds/Grants	\$20,427.00	☒ Applied For/Pending ☐ Awarded (Attach copy of grant agreement or notification email.)	Applying for NRDA grant.
Other		☐ Applied For/Pending ☐ Awarded/Received (Attach copy of award notification.)	

Section 6: [s. NR 1.91, Wis. Adm. Code](#) Required Information

How many vehicle/trailer parking spaces currently at the location? 0 spacesHow many vehicle/trailer parking spaces are you planning to add? 0 spaces

For an inland lake project, what is the total number of vehicle/trail parking spaces currently on the proposed waterbody at public facilities? _____ spaces

Will your project have single vehicle parking spaces? ☒ Yes ☐ No 140 spacesFor a Great Lakes or river project, what is the distance to the nearest existing public access site? 0.50 milesDoes your project location have any designated disabled parking space(s)? ☒ Yes ☐ NoIf yes, how many spaces? 7 spacesIs your project (boat launch, boarding dock, pier, restrooms, etc.) accessible to people with disabilities? ☒ Yes ☐ NoIs your project a development of an access facility on an inland lake or river where no public access exists? ☐ Yes ☒ No

Recreational Boating Facilities Development/Renovation Grant Application

Form 8700-343D (3/22)

Page 4 of 5

Section 7: Other Items

Have any of the following reviews been completed for the launch site:

Wetland Analysis? ☐ Yes ☒ No

Phase I Environmental Site Assessment? ☐ Yes ☒ No

Archaeological or Historical Investigation? ☐ Yes ☒ No

Is your project located within a floodplain? ☐ Yes ☒ No

Do you have a stormwater management plan? ☐ Yes ☒ No

Is your project associated with a harbor of refuge or protected launch (structures such as bulkheads and breakwaters necessary to provide safe water conditions) (ref. [NR 7.03\(14\)](#), [Wis. Adm. Code](#))?

☐ Yes ☒ No

Will your project correct a significant health or safety hazard?

☐ Yes ☒ No

Is your project required to fulfill a compliance order or court ruling? If yes, include a copy with key provisions highlighted.

☐ Yes ☒ No

Do you conduct a boating safety enforcement and education program that has been approved by the Department of Natural Resources?

☐ Yes ☒ No

What is the state of readiness of your project?

- ☒ Project has final engineering plans suitable for construction or construction bidding or project does not require further planning or design for construction to begin.
- ☐ Project has preliminary site plans, but additional engineering or design work are necessary before construction can begin.

Are there any known controversies/complications with the proposed project?

☐ Yes ☒ No

Are there any measures proposed to address the controversies/complications?

☐ Yes ☒ No

Site the useful life of the project components. Cite the source for the determination.

Section 8: Timeline

Anticipated Project Start Date	Anticipated Project End Date	When do you anticipate that the project area will be open for use?
Spring 2024	Spring 2024	Spring 2024

Section 9: Required Attachments

- Project resolution by grant applicant authorizing participation May use Form 8700-388 which can be found on the Recreational Boating Facilities Webpage: <https://dnr.wisconsin.gov/aid/RBF.html> (Resolution instructions in program guidance).
- Project location clearly marked on map.
- Project area footprint (site plan detailed on a map that includes buildings, parking lots, ramps, piers, etc.).
- Topographical map of project location.
- Illustration (drawings/photos) of project area in its current condition including all existing facilities.
- Plans for launch ramps that show percentage of ramp slope, the water depth at the end of the ramp, and the width of the existing or proposed boarding dock or pier.
- Preliminary engineering plans for dredging at launch facility (if any).
- Draft easement or lease document (if development project is on land not owned by applicant).
- Copy of required permit(s).

**Recreational Boating Facilities
Development/Renovation Grant Application**

Form 8700-343D (3/22)

Page 5 of 5

Section 10. Certification

I hereby certify that all information provided in this application and attachments are true, accurate, and complete. I understand that any information found to be inaccurate, misleading, or falsified may result in disqualification from consideration for a grant under this program.

NOTE: Please type your name on the signature line. The email message generated from electronic submittal of this form will be used as an electronic signature.

Marty Kosobucki

Signature of Authorized Representative

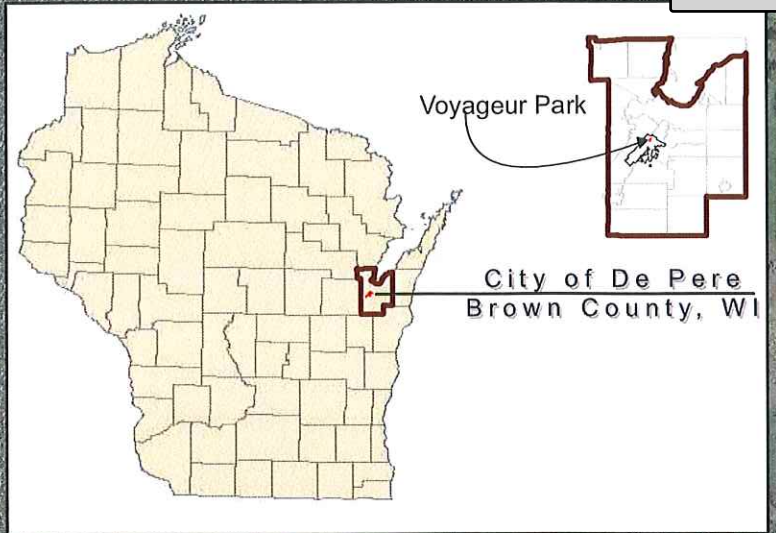
3/21/2023

Date Signed

Voyageur Park

Proposed Canoe/
Kayak Launch

Fox River



Canoe/Kayak
Launch

Lat: 44.4821222
Long: -88.0652853

Voyageur
Docks

Future
Nelson
Pavilion

Fox River Trail

De Pere
Riverwalk

1 inch = 200 feet

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 2/28/2023



816-260-5113

justin@ezdockofthegreatplains.com
515 Airport Road Bismarck, ND 58504

Estimate

Date	Estimate #
2/15/2023	4451

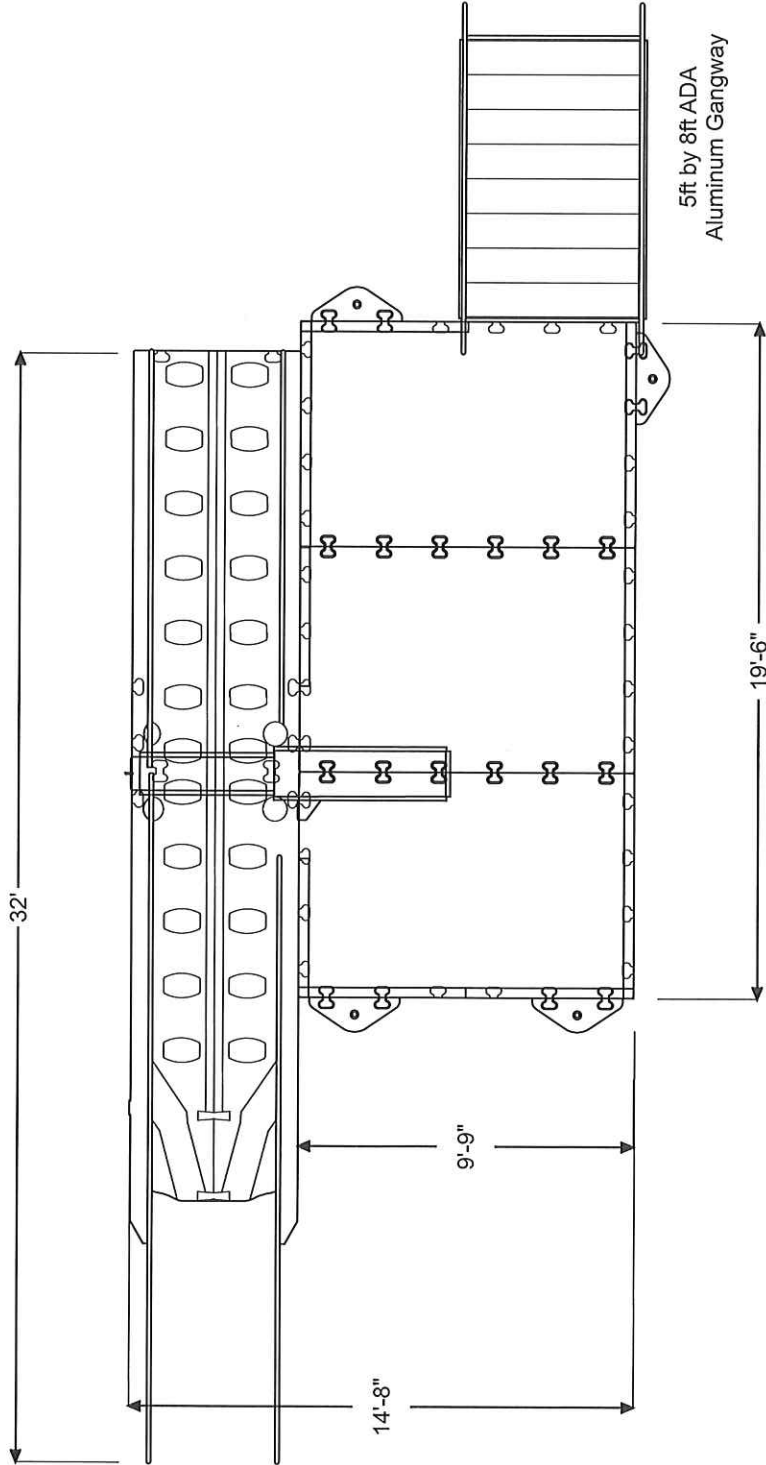
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EZ Dock Floating Dock Systems ATTN: Bob Erdman 8227 Burma Ln Pickerel, WI 54465	
Dock Location	
Customer Phone	715-484-2277

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	DOCK			
G200465	GANGWAY HINGE KIT, AL GANGWAY TO	1	378.00	378.00T
	SHORELINE ABUTMENT 60"			
ADA508	ADA GANGWAY AL 5'x8' W/ HANDRAILS, BEIGE	1	4,497.00	4,497.00T
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Dock Live Load of 62.5 lbs/sqft
Low Profile Dock Live Load 30 lbs/sqft

MADE IN
USA



Project Name:

Voyager Park ADA Drawing
De Perc, WI

Distributor Name:

Justin Lance
EZ DOCK of the GREAT PLAINS
816-260-5113

Drawn by: Justin Lance

Date: 2/15/2023

DWG Name: ABC_44972354025

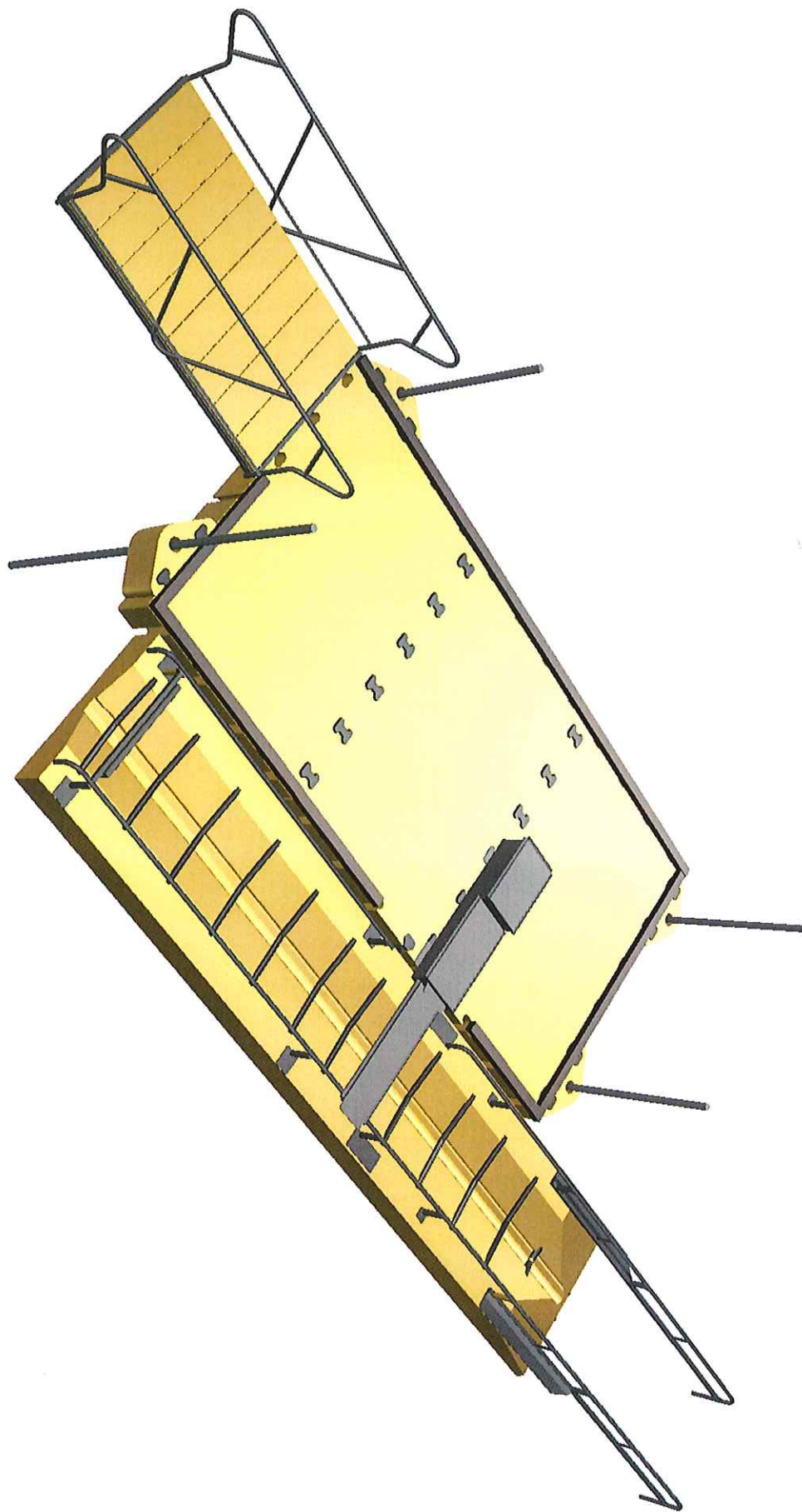
EZ Dock, Inc

878 East Highway 60
Monett, Missouri 65708
Phone: 1 (800) 654-8168
Fax: (417) 235-2232

General Notes:

1. This drawing does not reflect anchoring. Once sufficient information & completed Proposal Request Form concerning water and bottom conditions is received, anchoring may be detailed.
2. Note: It is the dock owner/operator's responsibility to ascertain and comply with all applicable Federal, State, and local laws, ordinances and regulations, as well as all inspection, permitting and licensing requirements pertaining to the installation, application and use of EZ Dock products on the owner/operator's premises. EZ Dock, Inc. assumes no duty or responsibility with respect to the legality or compliance of the owner/operator's chosen installation, application or use of EZ Dock products.
3. Reference EZ Dock Owner Manual for additional details.

NOTICE! Read EZ Dock Limited Warranty carefully. Among other things, EZ Dock does not warrant damages, failures or defects caused by unauthorized modification of EZ Dock Product, and/or unauthorized attachment to/of EZ Dock Product.



CITY OF DE PERE MEMO



To: City Council
From: Marty Kosobucki
Date: April 5, 2023

RE: Canoe/Kayak Launch Grant Application - WDNR

You will find a copy of the grant application to the WDNR with regard to a canoe/kayak launch at Voyageur Park. We hope to obtain and leverage grants from the NRDA and WDNR to acquire the launch. We request approval of the grant application and send to City Council for final approval.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #23-43 Authorizing Agreement for Consulting Services Between the City of De Pere and Lee Recreation, LLC (Modular Playground Equipment Design and Installation - Lawton Park).

The Board of Park Commissioners, at the April 20, 2023 meeting, approved the proposal from Lee Recreation #142-166946-1, in the amount of \$51,300 for Lawton Park, with the option of switching out the bucket spinner with the comet spinner and for the color palate to be the one from the other proposal from Lee for Lawton Park. The motion passed unanimously, with a 7-0 vote.

ATTACHMENTS:

- Reso23-43 (PDF)
- Lee Recreation, LLC (Modular Playground Equipment Design and Installation-Lawton Park) 4-26-23 (PDF)
- Exhibit A-Lee Recreation, LLC (PDF)
- Exhibit B-Lee Recreation (PDF)

RESOLUTION #23-43

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
 BETWEEN THE CITY OF DE PERE AND LEE RECREATION, LLC
 (Modular Playground Equipment Design Specifications and Installation Services– Lawton Park)

WHEREAS, the City is in need of contracting with a firm to provide equipment design specifications and installation services for construction of modular playground equipment at Lawton Park; and

WHEREAS, Lee Recreation, LLC has available and offers to provide qualified personnel and necessary equipment to accomplish such services within the required timeframe; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Lee Recreation, LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of May, 2023.

APPROVED:

 James G. Boyd, Mayor

ATTEST:

 Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 04/20/2023

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND LEE RECREATION, LLC
(Modular Playground Equipment Design Specifications and Installation Services - Lawton Park)**

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Lee Recreation, LLC, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a firm to provide design specifications and installation services regarding the construction of new modular playground equipment at Lawton Park, located at 201 North Sixth Street.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto (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 in 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 with an aerial view of Lawton Park identifying the approximate location and proposed layout of the project, as well as other applicable information or items concerning the project as are available or indicated in Exhibit A. The City shall install drain tile in the base of the work area and excavate and prepare the area to approximate depth. In addition, staff shall provide input on final design criteria.

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 and that installation must be completed on or before September 1, 2023. 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 project. 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/COMPLIANCE WITH STATE AND FEDERAL LAWS

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 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 by Consultant through no fault of Consultant. 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.

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:

City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Lee Recreation, LLC
Attn: Megan Lee Cunningham
260 West Main Street
Cambridge, WI 53523-9145

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

LEE RECREATION, LLC

CITY OF DE PERE, WISCONSIN

By: _____
Vernon D. Lee, Managing Member

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2023\Consultant\Lee Recreation, LLC (Modular Playground Equipment Design and Installation-Lawton Park)4-26-23.docx

Request for Proposals

Lawton Park Modular Playground Design and Installation



Due: April 10, 2023 at 3:00 pm

Request for Proposals

Lawton Park Modular Playground Design and Installation

Table of Contents:

- I. Introduction
 - A. Project Summary
 - B. City Contact Information
 - C. Directions for Submittal of Proposal
 - D. Pre-Proposal Meeting
- II. Project Description
- III. Scope of Services
 - A. Design Criteria
 - B. Design Completion
 - C. Installation
- IV. Meetings
- V. City Responsibilities
- VI. Scheduling
- VII. Insurance
- VIII. Proposal Submittals
 - A. Firm background and Information
 - B. Playground Options
 - C. Similar Projects
 - D. References
 - E. Timeline
 - F. Fee
- IX. Delivery
- X. Fee
- XI. Additional Information/Attachments
- XII. Appendices

XIII.

Request for Proposals

Lawton Park Modular Playground Design and Installation

I. Introduction

A. Project Summary

The City of De Pere is seeking proposals from qualified firms to provide modular playground equipment design and installation at Lawton Park, located at 201 N. Sixth Street in De Pere, WI.

Proposals shall be for the design and installation of the playground as described in the following documents. Price quotes shall be all-inclusive and represent a completed design and installation as represented in the attached specifications. The accepted proposal and firm shall be responsible for all parts, labor, and other associated equipment and/or tasks necessary to complete the installation of the playground.

The proposal will not include fall surfacing.

We require the installation of the playground to be completed by September 1, 2023.

Proposals must be submitted to our office by April 10, 2023, 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@deperewi.gov

C. Directions for Submittal of Proposal

Firms may submit up to (2) two proposals containing the following information:

1. 11"x17" 2D graphic showing the playground layout and dimensions.
2. 11"x17" 3D color graphics showing the playground. Minimum of two angles must be depicted on one or more 3D graphics.
3. Manufacturer and installation warranty information.
4. Cost Sheet explaining the all-inclusive cost for design and installation.

5. Work Plan (Timeline of events/tasks required to complete the installation).
 6. Three (3) references of playgrounds constructed within last two years.
- Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm, on April 10, 2023, 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: **Lawton Park Playground.**

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

Lawton Park is a small mini park located on the City's west side. It serves a small neighborhood to the north and apartment complex to the west. Currently, there is a playground at Lawton Park which is over 25 years old. Prior to installation, this playground will be dismantled by the City of De Pere.

The goal of the playground is to provide a small play set and swings, similar to what is currently at the park. We anticipate placing a 4' sidewalk around the playground and use engineered wood fiber as the fall surface. The playground should meet and/or exceed all ADA requirements. In addition, we encourage submittals to work in inclusive features.

Firms should review the specifications in developing a proposal(s) for consideration.

III. Scope of Services

A. Design Budget

1. The city will be accepting proposals for playground and installation up to \$51,000. Proposals exceeding this amount will not be accepted.

B. General Design Criteria – When submitting your proposal, we ask that you integrate the following criteria.

1. All components shall be considered commercial grade.
2. Installation of the playground shall be included.
3. All proposals shall be fully compliant with the most current Consumer Product Safety Commission guidelines, ASTM standards and IPEMA certification.
4. Proposals are encouraged to incorporate inclusive features.
5. All proposals shall meet or exceed criteria from the American with Disabilities Act (ADA) guidelines for accessibility, play components and

design.

6. All play structures shall be constructed of steel or aluminum posts, with PVC coated steps, including transfer points and decks. The use of wood in any portion of the playground is not permitted. The use of recycled materials is permitted.
7. All play structure posts shall be a minimum of 4" in diameter.
8. All proposals shall be consistent with the dimensions outlined in the proposed layout shown in the Appendix. Proposals shall be depicted in an area approximately 2,300 square feet. The shape of the playground shall conform to the approximate size and dimensions laid out in the diagram in the Appendix.
9. All proposals shall be targeted for ages 5-12 years old.
10. The following recommendations are being provided in developing your playground proposal.
 - i. One play system designed for ages 5-12.
 1. A minimum of one slide with a maximum height of 6 feet.
 2. A minimum of one climbing event.
 3. Age-appropriate and ability level appropriate play panels.
 4. Two bay swing set:
 - a. Two standard molded rubber swing seats.
 - b. One ADA swing.
11. The following components should not be included with any proposal.
 - i. Enclosed tunnels extending more than two feet.
 - ii. Zip Line structures.
 - iii. Canopies or covers.
 - iv. Any play component that includes components attached by wire, cable, or chain. (Example: no drumming sticks attached by cables)
Cable ladders are acceptable.

C. Design Completion

1. After the City has selected a proposal, the city shall coordinate with the firm any alterations or changes requested by the Board of Park Commissioners.
2. The firm will be required to submit a final and approved design of the playground depicting dimensions and fall zones. The firm shall submit the final design in CAD and PDF files.
3. The installation of the playground shall be completed by September 1, 2023.

D. Installation

1. Site Preparation:
 - i. The city shall remove the existing playground.
 - ii. The city will excavate the area to the approximate depth.
 - iii. The City will establish and provide to the installer, the elevations for the playground installation. Once the elevations are set, it will be up to the installer to appropriately install the playground to the specific height.
 - iv. The City will coordinate the installation of the sidewalk around the

playground site. This will likely occur after the installation.

- v. The City will install drain tile after the playground installation.
- vi. The City will coordinate and install engineered wood fiber for the fall surface.
- vii. The selected firm shall be responsible for auguring all holes and calling in locates.
- viii. The selected firm shall place all spoils in one location, in which the City shall then remove and dispose of.
- ix. If the sidewalk is installed prior to the playground installation, the selected firm will be responsible for covering and protecting the new sidewalk from equipment.
- x. The City shall create a perimeter around the playground site with safety fence. It will be the contractor's responsibility to ensure the fence is in working order during installation.

2. Installation

- i. The contractor is solely responsible for the proper installation of the playground equipment and to ensure safety zones are met.
- ii. The contractor is solely responsible for installing the playground at the appropriate height as identified by the sidewalk.
- iii. The contractor shall be responsible for laying out the playground within the designated area.
- iv. The contractor shall be responsible for contacting Diggers hotline and excavating all holes for posts.
- v. All posts shall be concreted in.
- vi. Contractor shall clean all debris, dirt, etc. from the play equipment upon completion.
- vii. Contractor shall "touch up" any paint scratches on the equipment during installation.
- viii. Contractor shall conduct a Playground Safety Inspection Audit and submit a written report to the City upon completion. The playground must pass the Playground Safety Inspection Audit before the project will be accepted.

IV. Meetings

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

- A. Initial meeting to discuss project and final design.
- B. Pre-construction meeting with city.

V. City Responsibilities

The city will be responsible for the following:

- A. Provide input on final design criteria.
- B. Excavate and prepare area to approximate depth.
- C. Install drain tile in the base of the work area.

- D. Install sidewalk around the perimeter of the playground site.
- E. Remove spoils from work zone as requested.
- F. Remove/recycle product waste from job site daily.

VI. Scheduling

We anticipate the Board of Park Commissioners to select a proposal at their April 20, 2023 meeting. Upon selecting the proposal, a contractor's agreement will be sent to City Council for approval the first week of May. This schedule/timeline is subject to change based on weather conditions and contractor availability. As stated earlier, the installation of the playground must be completed by September 1, 2023

VII. Insurance

- A. The Consultant shall maintain during the life of the Agreement, the following minimum 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@deperewi.gov or deliver, either in –

person, or by courier or mail to: City of De Pere, Lawton Park Playground Proposal, 925 S. Sixth Street, De Pere WI 54115

A. Firm Background and Information

B. Playground Options

1. A maximum of two (2) proposals are allowed.
2. All playground options shall include the correlating fee.
3. Playground options shall include one 2D schematic showing dimensions, and up to two 3D color pictures showing playground. Both the 2D and 3D submittals should be generated in 11"x17" format.

C. Similar Projects

1. List a minimum of 3 projects of similar scope and service.

D. References

1. List a minimum of 3 references related to similar work.

E. Timeline

1. Show a detailed timeline of your plan to bring this project to successful completion.

F. Fee

1. List a lump sum fee for each proposal and option.

IX. Delivery

The deliverables for this project include the following:

- A. Approved final design of selected playground.
- B. A successfully completed Playground Safety Inspection report.
- C. Installation of Playground.
- D. Owner's manual.
- E. Repair kit to include touch up paint, spare bolts, and nuts.

X. Fee

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

XI. Additional Information

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

An aerial photo depicting the approximate location and proposed layout of the Lawton Park playground can be found in the Appendix.

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@deperewi.gov.

Appendix

Proposed Fee Schedule Worksheet

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Email: _____

Signature: _____

Item	Fee
Lawton Park Playground	
Lawton Park Playground	\$

Please answer:

Company agrees the playground shall be installed by September 1, 2023. Yes____ No____

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

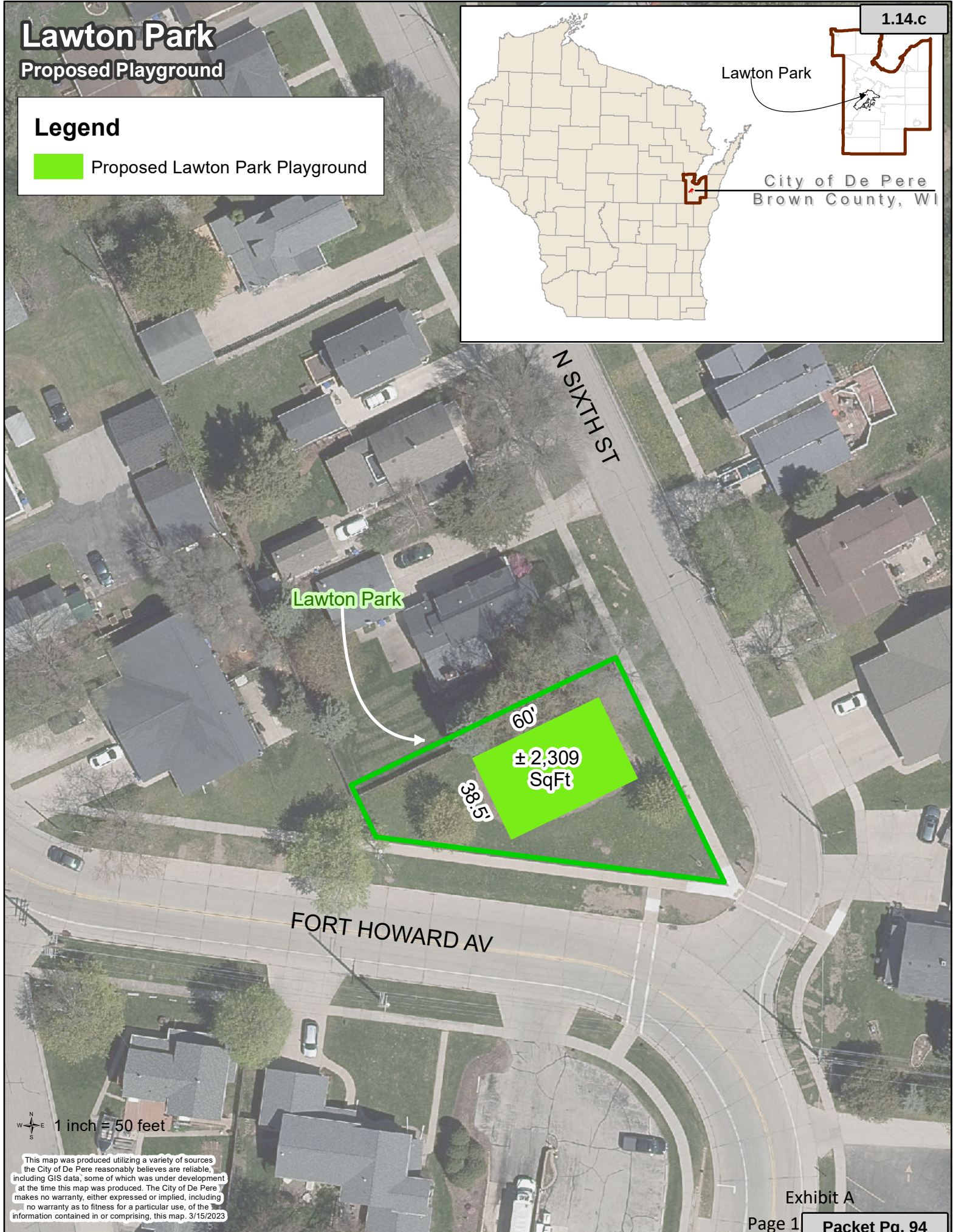
Item	Cost

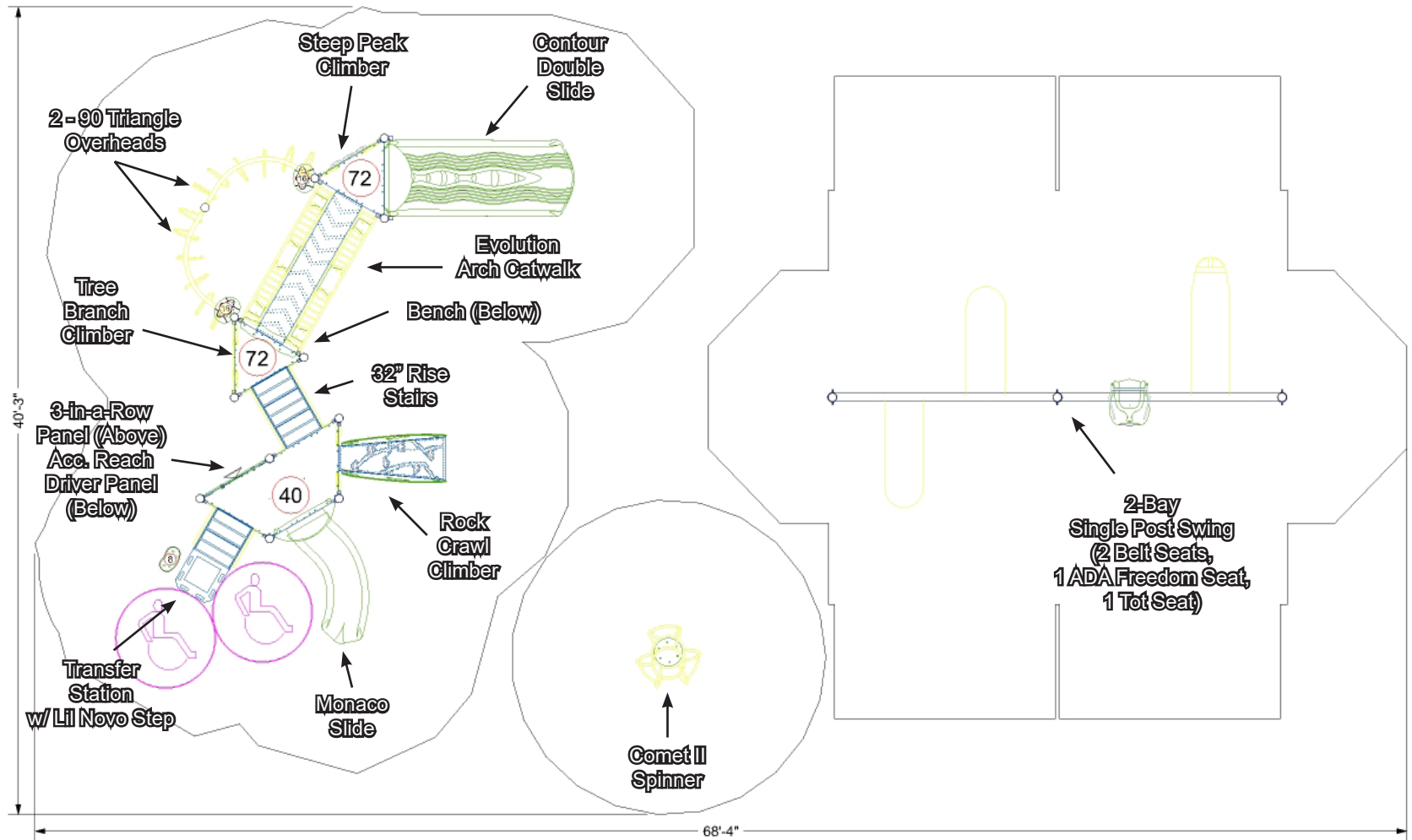
Lawton Park

Proposed Playground

Legend

 Proposed Lawton Park Playground





OVERALL BOUNDING OF USE ZONES

Use Zone: 41' x 69'
Parameter: 220'

POST SIZE(S) 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
16	9	9/5	0/0	7/3	4/3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

SERIES LINE: Nucleus | Burke Basics

SITE PLAN VIEW

DESIGNED FOR AGES:
5 to 12

Burke
PLAY THAT MOVES YOU

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM

Lawton Park
201 N. 6th St.
De Pere, WI 54115
04-25-2023
Lee Recreation, LLC
142-166946-2
Designer: Ryan Lee

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



COLOR KEY

●	NAVY
●	LIME
●	LEMON

Proposed Fee Schedule Worksheet #142-166946-2

Lee Recreation, LLC

Company Name: _____

Company Address: 260 W. Main St. - Cambridge, WI 53523

Company Address: _____

Company Representative: Megan Lee CunninghamEmail: megan@leerecreation.comSignature: Megan Lee Cunningham

Item	Fee
Lawton Park Playground	
Lawton Park Playground	\$ 51,300.00

Please answer:

Company agrees the playground shall be installed by September 1, 2023. Yes ☒ No ☐
Order must be placed by 5/4/2023 to insure this installation date

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

Item	Cost



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #23-44 Authorizing Agreement for Consulting Services Between the City of De Pere and Lee Recreation, LLC (Modular Playground Equipment Design Specifications and Installation Services - Legion Park).

The Board of Park Commissioners, at the April 20, 2023 meeting, approved the playground proposal by Lee Recreation, in the amount of \$65,000 for Legion Park, with the option of switching the handicap swing to one similar to the parent child swing in the Minnesota/Wisconsin playground and the color selection up to staff. The above motion passed unanimously with a 7-0 vote.

ATTACHMENTS:

- Reso23-44 (PDF)
- Lee Recreation, LLC (Modular Playground Equipment Design and Installation-Legion Park) 4-27-23 (PDF)
- Exhibit A-Lee Recreation, LLC-Legion (PDF)
- Exhibit B-Lee Recreation-Legion (PDF)

RESOLUTION #23-44

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND LEE RECREATION, LLC
(Modular Playground Equipment Design Specifications and Installation Services– Legion Park)

WHEREAS, the City is in need of contracting with a firm to provide equipment design specifications and installation services for construction of modular playground equipment at Legion Park; and

WHEREAS, Lee Recreation, LLC has available and offers to provide qualified personnel and necessary equipment to accomplish such services within the required timeframe; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Lee Recreation, LLC, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of May, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 04/20/2023

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND LEE RECREATION, LLC
(Modular Playground Equipment Design Specifications and Installation Services - Legion Park)**

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Lee Recreation, LLC, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a firm to provide design specifications and installation services regarding the construction of new modular playground equipment at Legion Park, located at 1212 Charles Street.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto (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 in 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 with an aerial view of Legion Park identifying the approximate location and proposed layout of the project, as well as other applicable items or information concerning the project as are available or as indicated in Exhibit A. The City shall excavate and prepare the area to the approximate depth, install drain tile in the base of the work area, install sidewalk around the perimeter of the playground site, remove spoils from the work zone, as requested and remove and recycle product waste from the job site daily. In addition, staff shall provide input on final design criteria.

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 and that installation must be completed on or before September 1, 2023. 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 project. 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/COMPLIANCE WITH STATE AND FEDERAL LAWS

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 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 by Consultant through no fault of Consultant. 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.

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:

City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Lee Recreation, LLC
Attn: Megan Lee Cunningham
260 West Main Street
Cambridge, WI 53523-9145

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

LEE RECREATION, LLC

CITY OF DE PERE, WISCONSIN

By: _____
Vernon D. Lee, Managing Member

By: _____
James G. Boyd, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2023\Consultant\Lee Recreation, LLC (Modular Playground Equipment Design and Installation-Legion Park)4-27-23.docx

Request for Proposals

Legion Park Modular Playground Design and Installation



Due: April 10, 2023 at 3:00 pm

Request for Proposals

Legion Park Modular Playground Design and Installation

Table of Contents:

- I. Introduction
 - A. Project Summary
 - B. City Contact Information
 - C. Directions for Submittal of Proposal
 - D. Pre-Proposal Meeting
- II. Project Description
- III. Scope of Services
 - A. Design Criteria
 - B. Design Completion
 - C. Installation
- IV. Meetings
- V. City Responsibilities
- VI. Scheduling
- VII. Insurance
- VIII. Proposal Submittals
 - A. Firm background and Information
 - B. Playground Options
 - C. Similar Projects
 - D. References
 - E. Timeline
 - F. Fee
- IX. Delivery
- X. Fee
- XI. Additional Information/Attachments
- XII. Appendix

Request for Proposals

Legion Park Modular Playground Design and Installation

I. Introduction

A. Project Summary

The City of De Pere is seeking proposals from qualified firms to provide modular playground equipment design and installation at Legion Park, located at 1212 Charles Street in De Pere, WI.

Proposals shall be for the design and installation of the playground as described in the following documents. Price quotes shall be all-inclusive and represent a completed design and installation as represented in the attached specifications. The accepted proposal and firm shall be responsible for all parts, labor, and other associated equipment and/or tasks necessary to complete the installation of the playground.

The proposal will not include fall surfacing, however the City will be planning for Poured in Place or Turf fall surfacing for the facility and will be bid separately.

We require the installation of the playground to be completed by September 1, 2023.

Legion Park has two playgrounds located within the park. A larger playground is located just south of the Legion Pool. This playground is a little over 10 years old and is not scheduled for replacement. A smaller playground located on the corner of Charles Street and Webster Avenue is the playground scheduled for replacement.

Proposals must be submitted to our office by April 10, 2023, 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@deperewi.gov

C. Directions for Submittal of Proposal

Firms may submit up to (2) two proposals for each option. Each proposal shall include the following information.

1. 11"x17" 2D graphic showing the playground layout and dimensions
2. 11"x17" 3D color graphics showing the playground. Minimum of two angles must be depicted on one or more 3D graphics.
3. Manufacturer and installation warranty information.
4. Cost Sheet explaining the all-inclusive cost for design and installation.
5. Work Plan (Timeline of events/tasks required to complete the installation.)
6. Three (3) references of playgrounds constructed within last two years.

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm, on April 10, 2023, 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: **Legion Park Playground.**

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

Legion Park is a community park located on the City's east side. It comes with numerous amenities and serves a very large area of the City's east side. Currently, the playground scheduled for replacement is over 25 years old. Prior to installation, this playground will be dismantled by the City of De Pere.

The goal of the playground is to provide a small play set and swings adjacent to an open-air shelter that is rented often. We anticipate placing a 4' sidewalk around the playground and plan to bid separately the installation of poured in place or turf fall surface. The playground should meet and/or exceed all ADA requirements. In addition, we encourage submittals to work in inclusive features.

Firms should review the specifications in developing a proposal(s) for consideration.

III. Scope of Services

A. Design Budget

1. The city will be accepting proposals for playground and installation up to \$65,000. Proposals exceeding this amount will not be accepted.

B. General Design Criteria – When submitting your proposal, we ask that you integrate the following criteria.

1. All components shall be considered commercial grade.
2. Installation of the playground shall be included.

3. All proposals shall be fully compliant with the most current Consumer Product Safety Commission guidelines, ASTM standards and IPEMA certification.
4. Proposals are encouraged to incorporate inclusive features.
5. All proposals shall meet or exceed criteria from the American with Disabilities Act (ADA) guidelines for accessibility, play components and design.
6. All play structures shall be constructed of steel or aluminum posts, with PVC coated steps, including transfer points and decks. The use of wood in any portion of the playground is not permitted. The use of recycled materials is permitted.
7. All play structure posts shall be a minimum of 4" in diameter.
8. All proposals shall be consistent with the dimensions outlined in the proposed layout shown in the Appendix. Proposals shall be depicted in an area approximately 2,500 – 3,000 square feet. The shape of the playground shall conform to the approximate size and dimensions laid out in the diagram.
9. All proposals shall be targeted for ages 5-12 years old.
10. The following recommendations are being provided in developing your playground proposal.
 - i. One play system designed for ages 5-12.
 1. A minimum of one slide with a maximum height of 6 feet.
 2. A minimum of one climbing event.
 3. Age-appropriate and ability level appropriate play panels.
 4. Two bay swing set:
 - a. Two standard molded rubber swing seats.
 - b. One ADA swing.
11. The following components should not be included with any proposal.
 - i. Enclosed tunnels extending more than 2 feet.
 - ii. Zip Line structures.
 - iii. Canopies or covers.
 - iv. Any play component that includes components attached by wire, cable, or chain. (Example: no drumming sticks attached by cables) Cable ladders are acceptable.

C. Design Completion

1. After the City has selected a proposal, the city shall coordinate with the firm any alterations or changes requested by the Board of Park Commissioners.
2. The firm will be required to submit a final and approved design of the playground depicting dimensions and fall zones. The firm shall submit the final design in CAD and PDF files.
3. The installation of the playground shall be completed by September 1, 2023.

D. Installation

1. Site Preparation:

- i. The City shall remove the existing playground.
- ii. The City will excavate the area to the approximate depth.
- iii. The City will establish and provide to the installer, the elevations for the playground installation. Once the elevations are set, it will be up to the installer to appropriately install the playground to the specific height.
- iv. The City will coordinate the installation of the sidewalk around the playground site. This will likely occur after the installation.
- v. The City will install drain tile after the playground installation.
- vi. The selected firm shall be responsible for auguring all holes and calling in locates.
- vii. The selected firm shall place all spoils in one location, in which the City shall then remove and dispose of.
- viii. If the sidewalk is installed prior to the playground installation, the selected firm will be responsible for covering and protecting the new sidewalk from equipment.
- ix. The City shall create a perimeter around the playground site with safety fence. It will be the contractor's responsibility to ensure the fence is in working order during installation.

2. Installation

- i. The contractor is solely responsible for the proper installation of the playground equipment and to ensure safety zones are met.
- ii. The contractor is solely responsible for installing the playground at the appropriate height as identified by the sidewalk.
- iii. The contractor shall be responsible for laying out the playground within the designated area.
- iv. The contractor shall be responsible for contacting Diggers hotline and excavating all holes for posts.
- v. All posts shall be concreted in.
- vi. Contractor shall clean all debris, dirt, etc... from the play equipment upon completion.
- vii. Contractor shall "touch up" any paint scratches on the equipment during installation.
- viii. Contractor shall conduct a Playground Safety Inspection Audit and submit a written report to the City upon completion. The playground must pass the Playground Safety Inspection Audit before the project will be accepted.

IV. Meetings

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

- A. Initial meeting to discuss project and final design.
- B. Pre-construction meeting with city.

V. City Responsibilities

The city will be responsible for the following:

- A. Provide input on final design criteria.
- B. Excavate and prepare area to approximate depth.
- C. Install drain tile in the base of the work area.
- D. Install sidewalk around the perimeter of the playground site.
- E. Remove spoils from work zone as requested.
- F. Remove/recycle product waste from job site daily.

VI. Scheduling

We anticipate the Board of Park Commissioners to select a proposal at their April 20, 2023 meeting. Upon selecting the proposal, a contractor's agreement will be sent to City Council for approval the first week of May. This schedule/timeline is subject to change based on weather conditions and contractor availability. As stated earlier, the installation of the playground must be completed by September 1, 2023

VII. Insurance

- A. The Consultant shall maintain during the life of the Agreement, the following minimum 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@deperewi.gov or deliver, either in – person, or by courier or mail to: City of De Pere, Legion Park Playground Proposal, 925 S. Sixth Street, De Pere WI 54115

A. Firm Background and Information

B. Playground Options

1. A maximum of two (2) proposals are allowed.
2. All playground options shall include the correlating fee.
3. Playground options shall include one 2D schematic showing dimensions, and up to two 3D color pictures showing playground. Both the 2D and 3D submittals should be generated in 11"x17" format.

C. Similar Projects

1. List a minimum of 3 projects of similar scope and service.

D. References

1. List a minimum of 3 references related to similar work.

E. Timeline

1. Show a detailed timeline of your plan to bring this project to successful completion.

F. Fee

1. List a lump sum fee for each proposal and option.

IX. Delivery

The deliverables for this project include the following:

- A. Approved final design of selected playground.
- B. A successfully completed Playground Safety Inspection report.
- C. Installation of Playground.
- D. Owner's manual.
- E. Repair kit to include touch up paint, spare bolts, and nuts.

X. Fee

Provide a lump sum fee for each component of the project. Should there be any items outside the scope of services listed in the RFP your firm feels should be included, we encourage your firm to include alternate fees for such work. A fee schedule worksheet 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.

An aerial photo depicting the approximate location and proposed layout of the Legion Park playground can be found in the Appendix.

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@deperewi.gov.

Appendix

A-1

Proposed Fee Schedule Worksheet

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Email: _____

Signature: _____

Item	Fee
Legion Park Playground	
Legion Park Playground	\$

Please answer:

Company agrees the playground shall be installed by September 1, 2023. Yes____ No____

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

Item	Cost

Legion Park

Proposed Playground

Legend



Proposed Legion Woods Playground



1.15.c

Legion Park

City of De Pere
Brown County, WI

S ADAMS ST

CHARLES ST

Legion Park

± 2,500
SqFt

50'

50'

S WEBSTER AV

1 inch = 80 feet

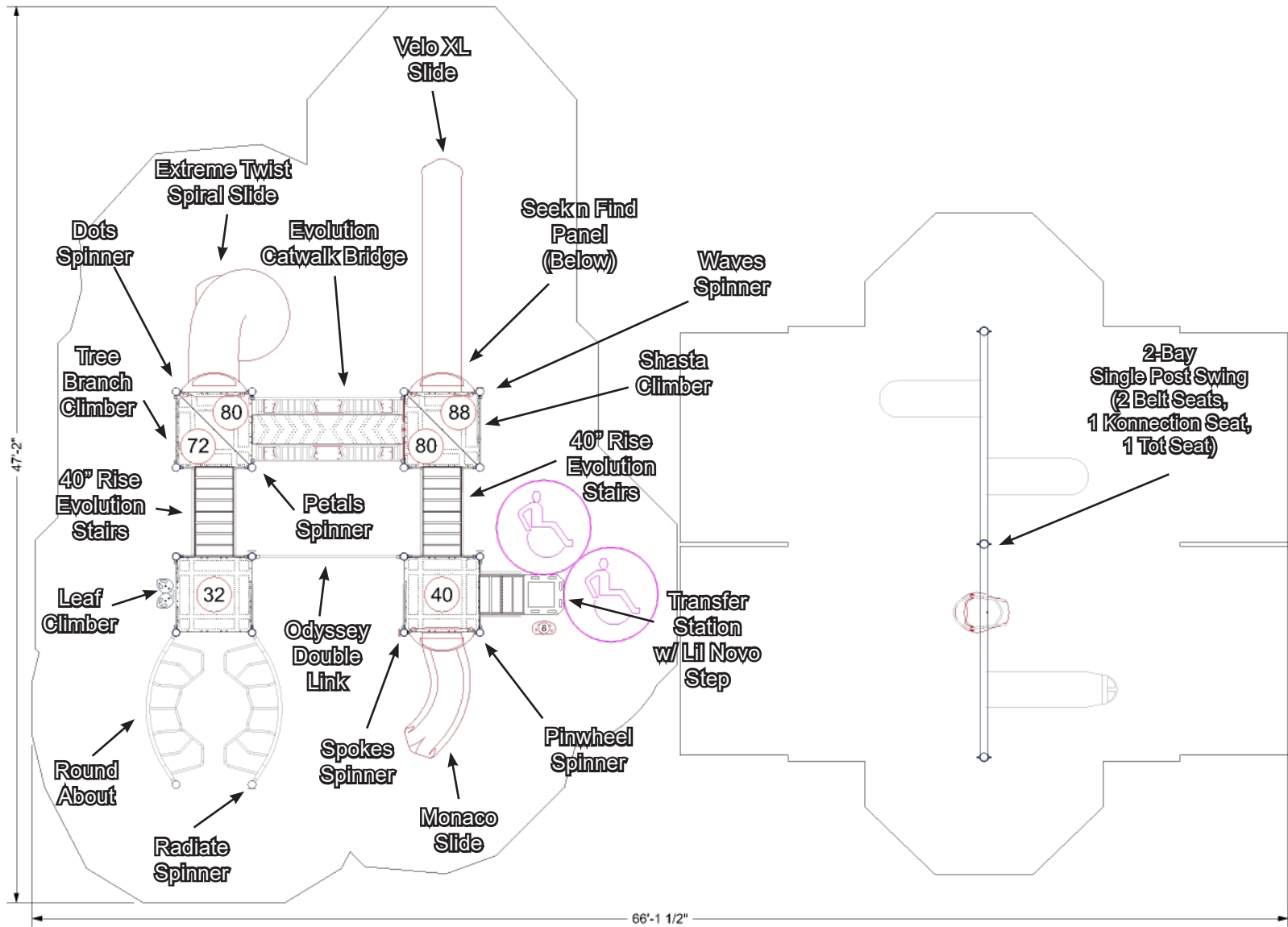
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 3/15/2023

Exhibit A

Page 1

Packet Pg. 118

Exhibit B
Page 1 of 3



OVERALL BOUNDING OF USE ZONES

Use Zone: 48' x 67'
Parameter: 232'

POST SIZE(S) 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
20	9	9/5	0/0	11/3	3/3

The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES LINE: Nucleus | Burke Basics

SITE PLAN VIEW

DESIGNED FOR AGES:
5 to 12

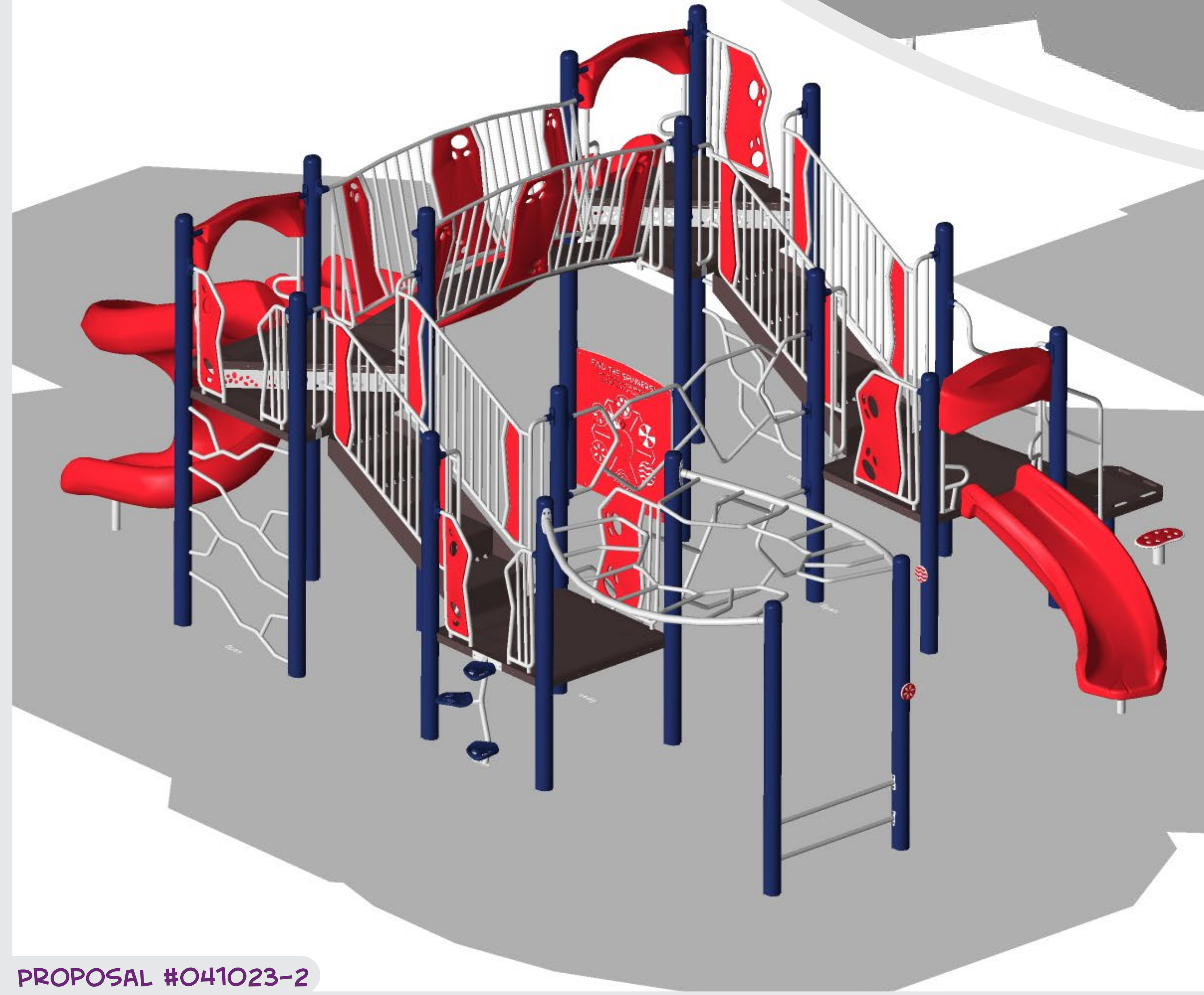
Legion Park
1212 Charles St.
De Pere, WI 54115
Burke
PLAY THAT MOVES YOU

BCI BURKE COMPANY, LLC | PO BOX 549 FOND DU LAC, WI 54936-0549 | 920.921.9220 | BCI@BURKE.COM

04-25-2023
Lee Recreation, LLC
142-041023-2
Designer: Ryan Lee



COLOR KEY	
NAVY	RED
SILVER	



A-1

Proposed Fee Schedule WorksheetCompany Name: Lee Recreation, LLCCompany Address: 260 W Main St. - Cambridge, WI 53523

Company Address: _____

Company Representative: Megan Lee CunninghamEmail: megan@leerecreation.comSignature: Megan Lee Cunningham

Item	Fee
Legion Park Playground	
Legion Park Playground	\$ 65,000.00

Please answer:

Company agrees the playground shall be installed by September 1, 2023. Yes ☒ No ☐
Please order by 5/4/2023 to insure installation by 9-01-2023

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

Item	Cost



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Voucher approval.

ATTACHMENTS:

- 5-2-23 VOUCHERS (PDF)

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**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP I-20462	A1 ELEVATOR CORP	R	5/02/2023		145.50CR	102332	145.50
0302	AIRGAS USA LLC I-9137127652 I-9995670344 I-9995670345	AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC	R R R R	5/02/2023 5/02/2023 5/02/2023 5/02/2023		501.99CR 634.23CR 263.72CR	102333 102333 102333	 1,399.94
0007	AMBROSIUS SALES & SERVICE I-55396	AMBROSIUS SALES & SERVICE	R	5/02/2023		14.80CR	102334	14.80
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS I-15202	AMERICAN CONSERVATION & BILLIN	R	5/02/2023		1,042.00CR	102335	1,042.00
7205	AMERICAN FENCE COMPANY I-24844-0	AMERICAN FENCE COMPANY	R	5/02/2023		5,582.00CR	102336	5,582.00
8384	APPLIED CONCEPTS INC I-417340	APPLIED CONCEPTS INC	R	5/02/2023		2,995.00CR	102337	2,995.00
8362	AURORA HEALTH CARE I-202304254078	AURORA HEALTH CARE	R	5/02/2023		50.00CR	102338	50.00
0442	BADGER LABORATORIES INC I-23-53010529	BADGER LABORATORIES INC	R	5/02/2023		660.00CR	102339	660.00
0020	BADGERLAND PRINTING INC I-39648 I-39649 I-39669 I-39682	BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC BADGERLAND PRINTING INC	R R R R	5/02/2023 5/02/2023 5/02/2023 5/02/2023		420.00CR 21.75CR 60.00CR 34.30CR	102340 102340 102340 102340	 536.05
8997	BAIRD CREEK CANINE CONNECTION LLC I-202304254089	BAIRD CREEK CANINE CONNECTION	R	5/02/2023		250.00CR	102341	250.00
0023	BATTERIES PLUS LLC I-P61451671	BATTERIES PLUS LLC	R	5/02/2023		104.92CR	102342	104.92
0027	BAY TOWEL INC I-4488817 I-4495050	BAY TOWEL INC BAY TOWEL INC	R R	5/02/2023 5/02/2023		194.89CR 116.00CR	102343 102343	 310.89

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3008	BOUND TREE MEDICAL LLC							
	I-84912803	BOUND TREE MEDICAL LLC	R	5/02/2023		128.94CR	102344	
	I-84927895	BOUND TREE MEDICAL LLC	R	5/02/2023		274.74CR	102344	403.68
0038	BROADWAY AUTOMOTIVE INC							
	I-639364P	BROADWAY AUTOMOTIVE INC	R	5/02/2023		72.25CR	102345	
	I-640993P	BROADWAY AUTOMOTIVE INC	R	5/02/2023		64.06CR	102345	
	I-641391P	BROADWAY AUTOMOTIVE INC	R	5/02/2023		195.02CR	102345	
	I-763485	BROADWAY AUTOMOTIVE INC	R	5/02/2023		1,090.45CR	102345	1,421.78
2944	BROWN COUNTY JAIL							
	I-DP03.2023	BROWN COUNTY JAIL	R	5/02/2023		240.00CR	102346	240.00
7745	KELLY BURKE							
	I-202304254079	KELLY BURKE	R	5/02/2023		15.65CR	102347	15.65
0536	CDW GOVERNMENT INC							
	C-HX35513	CDW GOVERNMENT INC	R	5/02/2023		244.16	102348	
	I-HM91298	CDW GOVERNMENT INC	R	5/02/2023		282.78CR	102348	
	I-HN47402	CDW GOVERNMENT INC	R	5/02/2023		166.00CR	102348	
	I-HP21371	CDW GOVERNMENT INC	R	5/02/2023		994.84CR	102348	
	I-HV28177	CDW GOVERNMENT INC	R	5/02/2023		1,758.92CR	102348	
	I-HW86223	CDW GOVERNMENT INC	R	5/02/2023		146.31CR	102348	
	I-HX41179	CDW GOVERNMENT INC	R	5/02/2023		163.77CR	102348	
	I-HZ03486	CDW GOVERNMENT INC	R	5/02/2023		25.11CR	102348	
	I-JB36643	CDW GOVERNMENT INC	R	5/02/2023		82.41CR	102348	
	I-JB52088	CDW GOVERNMENT INC	R	5/02/2023		5,800.00CR	102348	9,175.98
8443	CINTAS							
	I-4151834202	CINTAS	R	5/02/2023		35.66CR	102349	
	I-4152531540	CINTAS	R	5/02/2023		35.66CR	102349	71.32
2708	CLEANING SOLUTION SERVICES INC							
	I-22972	CLEANING SOLUTION SERVICES INC	R	5/02/2023		1,436.94CR	102350	
	I-23009	CLEANING SOLUTION SERVICES INC	R	5/02/2023		316.90CR	102350	
	I-23021	CLEANING SOLUTION SERVICES INC	R	5/02/2023		784.86CR	102350	
	I-23063	CLEANING SOLUTION SERVICES INC	R	5/02/2023		362.58CR	102350	
	I-23065	CLEANING SOLUTION SERVICES INC	R	5/02/2023		60.21CR	102350	2,961.49
1516	CLIFTONLARSONALLEN LLP							
	I-3656042	CLIFTONLARSONALLEN LLP	R	5/02/2023		13,635.00CR	102351	13,635.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7337	COMPASS MINERALS AMERICA							
	I-1127834	COMPASS MINERALS AMERICA	R	5/02/2023		26,944.22CR	102352	
	I-1163168	COMPASS MINERALS AMERICA	R	5/02/2023		12,666.36CR	102352	
	I-1163751	COMPASS MINERALS AMERICA	R	5/02/2023		1,608.66CR	102352	41,219.24
7639	CORE & MAIN LP							
	I-S668345	CORE & MAIN LP	R	5/02/2023		746.05CR	102353	
	I-S677038	CORE & MAIN LP	R	5/02/2023		1,843.54CR	102353	
	I-S694662	CORE & MAIN LP	R	5/02/2023		746.05CR	102353	3,335.64
8995	COVANTA ENVIRON SOLUTIONS LLC							
	I-CI233056	COVANTA ENVIRON SOLUTIONS LLC	R	5/02/2023		1,485.66CR	102354	1,485.66
1420	CREATIVE BRICK & CONCRETE							
	I-719087	CREATIVE BRICK & CONCRETE	R	5/02/2023		48.31CR	102355	48.31
8740	CUMMINS SALES AND SERVICE							
	I-F4-35582	CUMMINS SALES AND SERVICE	R	5/02/2023		132.81CR	102356	
	I-F4-35804	CUMMINS SALES AND SERVICE	R	5/02/2023		197.44CR	102356	330.25
7034	CAREY DANEN							
	I-202304254080	CAREY DANEN	R	5/02/2023		106.76CR	102357	106.76
0998	DE PERE RAPIDES YOUTH SOCCOR CLUB							
	I-202304254081	DE PERE RAPIDES YOUTH SOCCOR C	R	5/02/2023		50.00CR	102358	50.00
1	DIEDERICH, SCOTT & KRISTINA							
	I-202304254082	MB	R	5/02/2023		73.84CR	102359	73.84
0075	DIGGERS HOTLINE INC							
	I-230 3 36401	DIGGERS HOTLINE INC	R	5/02/2023		401.66CR	102360	401.66
7686	DOG WASTE DEPOT							
	I-540684	DOG WASTE DEPOT	R	5/02/2023		432.94CR	102361	432.94
6858	DRP REPAIR LLC							
	I-14367	DRP REPAIR LLC	R	5/02/2023		9.92CR	102362	9.92
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2544931	EMERGENCY MEDICAL PRODUCTS INC	R	5/02/2023		82.36CR	102363	
	I-2546814	EMERGENCY MEDICAL PRODUCTS INC	R	5/02/2023		839.57CR	102363	921.93

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4915	ENVIROTECH EQUIPMENT CO, LLC I-22-0021011	ENVIROTECH EQUIPMENT CO, LLC	R	5/02/2023		517.80CR	102364	517.80
0331	FERGUSON WATERWORKS #1476 INC I-383387	FERGUSON WATERWORKS #1476 INC	R	5/02/2023		13,475.00CR	102365	13,475.00
0200	FIRST SUPPLY LLC C-13342272-00 I-13599210-00 I-13599373-00 I-13651506-00 I-13651970-00 I-13652202-00 I-13655089-02 I-13655272-00 I-13655924-00	FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC FIRST SUPPLY LLC	R R R R R R R R R	5/02/2023 5/02/2023 5/02/2023 5/02/2023 5/02/2023 5/02/2023 5/02/2023 5/02/2023 5/02/2023		162.89 7.04CR 62.53CR 119.32CR 58.28CR 6.04CR 324.65CR 550.79CR 228.78CR	102366 102366 102366 102366 102366 102366 102366 102366 102366	 1,194.54
0562	GALLS LLC I-23930227	GALLS LLC	R	5/02/2023		150.03CR	102367	150.03
8802	GFC LEASING - WI I-I00812895	GFC LEASING - WI	R	5/02/2023		198.74CR	102368	198.74
0116	GRAINGER INC I-9672168763 I-9675190178	GRAINGER INC GRAINGER INC	R R	5/02/2023 5/02/2023		273.45CR 35.00CR	102369 102369	 308.45
0117	GRAYBAR ELECTRIC COMPANY INC I-9331493380 I-9331558172	GRAYBAR ELECTRIC COMPANY INC GRAYBAR ELECTRIC COMPANY INC	R R	5/02/2023 5/02/2023		35.76CR 130.60CR	102370 102370	 166.36
8326	GUNDERSON INC I-9515	GUNDERSON INC	R	5/02/2023		15.00CR	102371	15.00
0446	HAWKINS INC I-6450449	HAWKINS INC	R	5/02/2023		5,104.20CR	102372	5,104.20
5535	HOLUBAR CONST CO INC I-4763	HOLUBAR CONST CO INC	R	5/02/2023		12,375.00CR	102373	12,375.00
5484	HYDROCORP INC I-71469-IN	HYDROCORP INC	R	5/02/2023		2,787.00CR	102374	2,787.00

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1399	INDOFF INC							
	I-3643569	INDOFF INC	R	5/02/2023		117.72CR	102375	
	I-3644938	INDOFF INC	R	5/02/2023		162.74CR	102375	280.46
0567	INDUSTRIAL MARKETING CORP							
	I-44350	INDUSTRIAL MARKETING CORP	R	5/02/2023		136.86CR	102376	136.86
8914	INNER DIMENSIONS WELLNESS LLC							
	I-41823COD	INNER DIMENSIONS WELLNESS LLC	R	5/02/2023		175.00CR	102377	
	I-41923COD	INNER DIMENSIONS WELLNESS LLC	R	5/02/2023		414.80CR	102377	589.80
4979	DENNIS JENSEN							
	I-202304254083	DENNIS JENSEN	R	5/02/2023		213.30CR	102378	213.30
8996	FAITH JOHNSON							
	I-202304254084	FAITH JOHNSON	R	5/02/2023		185.00CR	102379	185.00
1276	JX ENTERPRISES INC							
	I-14254238P	JX ENTERPRISES INC	R	5/02/2023		150.00CR	102380	
	I-14255935P	JX ENTERPRISES INC	R	5/02/2023		74.00CR	102380	224.00
8679	ALLISON KEAST							
	I-202304254085	ALLISON KEAST	R	5/02/2023		75.00CR	102381	75.00
7763	KEY BENEFIT CONCEPTS LLC							
	I-2261470 4-14-23	KEY BENEFIT CONCEPTS LLC	R	5/02/2023		800.00CR	102382	800.00
2289	KUSSMAUL ELECTRONICS CO INC							
	I-227249	KUSSMAUL ELECTRONICS CO INC	R	5/02/2023		189.10CR	102383	189.10
0153	LAFORCE INC							
	I-1218852	LAFORCE INC	R	5/02/2023		609.39CR	102384	609.39
0903	THE MAIL HAUS INC							
	I-175413	THE MAIL HAUS INC	R	5/02/2023		1,477.43CR	102385	1,477.43
0940	MAXISHARE							
	I-124524	MAXISHARE	R	5/02/2023		106.95CR	102386	106.95
4498	MC MAHON ASSOC INC							
	I-602795	MC MAHON ASSOC INC	R	5/02/2023		10,000.00CR	102387	10,000.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0173	MENARDS INC							
	I-13782	MENARDS INC	R	5/02/2023		80.70CR	102388	
	I-13854	MENARDS INC	R	5/02/2023		11.47CR	102388	
	I-13893	MENARDS INC	R	5/02/2023		7.58CR	102388	
	I-14100	MENARDS INC	R	5/02/2023		33.96CR	102388	
	I-14108	MENARDS INC	R	5/02/2023		70.94CR	102388	
	I-14147	MENARDS INC	R	5/02/2023		50.94CR	102388	
	I-14215	MENARDS INC	R	5/02/2023		10.99CR	102388	
	I-14219	MENARDS INC	R	5/02/2023		41.80CR	102388	
	I-14299	MENARDS INC	R	5/02/2023		95.52CR	102388	
	I-14300	MENARDS INC	R	5/02/2023		14.26CR	102388	
	I-14339	MENARDS INC	R	5/02/2023		31.90CR	102388	
	I-14464	MENARDS INC	R	5/02/2023		29.94CR	102388	
	I-14651	MENARDS INC	R	5/02/2023		24.99CR	102388	
	I-14652	MENARDS INC	R	5/02/2023		146.29CR	102388	651.28
VOID	VOID CHECK		V	5/02/2023			102389	**VOID**
0572	MIRACLE RECREATION EQUIPMENT CO							
	I-855472	MIRACLE RECREATION EQUIPMENT C	R	5/02/2023		856.73CR	102390	856.73
0180	MONROE TRUCK EQUIPMENT INC							
	I-847921	MONROE TRUCK EQUIPMENT INC	R	5/02/2023		44.85CR	102391	44.85
2744	MSA PROFESSIONAL SERVICES INC							
	I-R09441032.0-1	MSA PROFESSIONAL SERVICES INC	R	5/02/2023		7,080.00CR	102392	7,080.00
8431	MULTI MEDIA CHANNELS LLC							
	I-65742	MULTI MEDIA CHANNELS LLC	R	5/02/2023		221.80CR	102393	221.80
7129	NELSON TACTICAL							
	I-2891	NELSON TACTICAL	R	5/02/2023		36.99CR	102394	
	I-2893	NELSON TACTICAL	R	5/02/2023		205.38CR	102394	
	I-2894	NELSON TACTICAL	R	5/02/2023		1,050.00CR	102394	
	I-2905	NELSON TACTICAL	R	5/02/2023		130.50CR	102394	
	I-2906	NELSON TACTICAL	R	5/02/2023		33.98CR	102394	
	I-3013	NELSON TACTICAL	R	5/02/2023		162.93CR	102394	
	I-3014	NELSON TACTICAL	R	5/02/2023		101.70CR	102394	
	I-3015	NELSON TACTICAL	R	5/02/2023		504.84CR	102394	
	I-3026	NELSON TACTICAL	R	5/02/2023		261.00CR	102394	
	I-3048	NELSON TACTICAL	R	5/02/2023		289.90CR	102394	
	I-3108	NELSON TACTICAL	R	5/02/2023		44.95CR	102394	
	I-3133	NELSON TACTICAL	R	5/02/2023		289.90CR	102394	
	I-3142	NELSON TACTICAL	R	5/02/2023		955.27CR	102394	4,067.34

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3250	NORTHERN LAKE SERVICE I-2305250	NORTHERN LAKE SERVICE	R	5/02/2023		110.00CR	102395	110.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC I-190465	OSHKOSH FIRE & POLICE EQUIPMEN	R	5/02/2023		20,650.00CR	102396	20,650.00
1331	PACKER FASTENER & SUPPLY INC I-796642 I-799034	PACKER FASTENER & SUPPLY INC PACKER FASTENER & SUPPLY INC	R R	5/02/2023 5/02/2023		172.24CR 126.58CR	102397 102397	 298.82
0208	POMP'S TIRE SERVICE INC I-90083358 I-90083371 I-90083621	POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC POMP'S TIRE SERVICE INC	R R R	5/02/2023 5/02/2023 5/02/2023		101.44CR 36.80CR 36.80CR	102398 102398 102398	 175.04
0395	PRO ONE JANITORIAL INC I-196711	PRO ONE JANITORIAL INC	R	5/02/2023		1,280.00CR	102399	1,280.00
8781	PROFESSIONAL MGMT COACHING INC I-1408	PROFESSIONAL MGMT COACHING INC	R	5/02/2023		2,500.00CR	102400	2,500.00
7584	R LEWIS TECHNOLOGIES INC I-13276	R LEWIS TECHNOLOGIES INC	R	5/02/2023		74.88CR	102401	74.88
8998	JEREMY REICHWALD I-202304254090	JEREMY REICHWALD	R	5/02/2023		80.00CR	102402	80.00
0227	REINDERS INC I-6029455-00	REINDERS INC	R	5/02/2023		2,848.55CR	102403	2,848.55
6380	ROCK OIL REFINING INC I-314246	ROCK OIL REFINING INC	R	5/02/2023		100.00CR	102404	100.00
8772	SCBAS I-120014	SCBAS	R	5/02/2023		43.04CR	102405	43.04
3234	SHERWIN WILLIAMS I-829-3	SHERWIN WILLIAMS	R	5/02/2023		254.06CR	102406	254.06
8202	SHERWIN WILLIAMS CO I-1794-9	SHERWIN WILLIAMS CO	R	5/02/2023		1,689.60CR	102407	1,689.60

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0257	STREICHER'S INC I-I1625485	STREICHER'S INC	R	5/02/2023		640.99CR	102408	640.99
3378	STRYKER SALES CORP I-4128444M	STRYKER SALES CORP	R	5/02/2023		450.24CR	102409	450.24
8686	TERRANCE & JOLENE SWITZER I-202304254086	TERRANCE & JOLENE SWITZER	R	5/02/2023		22.71CR	102410	22.71
8245	TELEFLEX LLC I-9506822428	TELEFLEX LLC	R	5/02/2023		1,115.50CR	102411	1,115.50
0267	TRAFFIC & PARKING CONTROL INC I-1751605	TRAFFIC & PARKING CONTROL INC	R	5/02/2023		3,960.75CR	102412	3,960.75
0268	TRUCK EQUIPMENT INC I-1045745-00 I-1046679-00 I-1046825-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R R R	5/02/2023 5/02/2023 5/02/2023		140.00CR 66.82CR 143.67CR	102413 102413 102413	 350.49
0272	UNIFORM SHOPPE INC I-332142 I-332356 I-332456 I-332721	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R R R R	5/02/2023 5/02/2023 5/02/2023 5/02/2023		22.00CR 273.90CR 360.80CR 79.75CR	102414 102414 102414 102414	 736.45
0277	VAN'S FIRE & SAFETY INC I-4170003	VAN'S FIRE & SAFETY INC	R	5/02/2023		246.00CR	102415	246.00
7210	VANDEN PLAS PORTABLE SOLUTIONS LLC I-12844	VANDEN PLAS PORTABLE SOLUTIONS	R	5/02/2023		153.44CR	102416	153.44
3707	VIKING ELECTRIC SUPPLY I-S006706649.002 I-S006807016.001 I-S006821122.001 I-S006846569.001	VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY VIKING ELECTRIC SUPPLY	R R R R	5/02/2023 5/02/2023 5/02/2023 5/02/2023		2,592.50CR 395.20CR 359.82CR 87.37CR	102417 102417 102417 102417	 3,434.89
7527	WI DEPT OF JUSTICE I-455TIME-0000014531 I-455TIME-0000014533	WI DEPT OF JUSTICE WI DEPT OF JUSTICE	R R	5/02/2023 5/02/2023		375.00CR 825.00CR	102418 102418	 1,200.00

4/26/2023 8:18 AM

A / P CHECK REGISTER

PAGE: 9

PACKET: 07012 MAY 2023 COUNCIL - 1 5-2-23

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2862	WI DEPT OF NATURAL RESOURCES							
	I-202304254087	WI DEPT OF NATURAL RESOURCES	R	5/02/2023		45.00CR	102419	45.00
6469	WI DOCUMENT IMAGING							
	I-206942	WI DOCUMENT IMAGING	R	5/02/2023		681.34CR	102420	681.34
1	ZEHMS, PATRICK & JENNA							
	I-202304254088	MAILBOX	R	5/02/2023		69.24CR	102421	69.24

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	89	0.00	196,744.59	196,744.59
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	90	0.00	196,744.59	196,744.59

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

4/26/2023 8:18 AM

A / P CHECK REGISTER

PAGE: 10

PACKET: 07012 MAY 2023 COUNCIL - 1 5-2-23

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	5/2023	109,194.17CR
201	5/2023	5,944.75CR
208	5/2023	20.08CR
285	5/2023	1,485.66CR
291	5/2023	6,187.50CR
292	5/2023	6,187.50CR
405	5/2023	955.75CR
415	5/2023	26,548.79CR
425	5/2023	48.31CR
601	5/2023	38,428.37CR
650	5/2023	1,743.71CR
=====		
ALL		196,744.59CR



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 2, 2023

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Future agenda items.
