



Board of Park Commissioners

Regular Meeting

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

Agenda

Thursday, April 23, 2020

6:30 PM

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Park Commissioners** of the City of De Pere will be held on **April 23, 2020** at **6:30 PM**.

Due to the current public health emergency, the meeting will be held electronically and the public may attend this meeting electronically or telephonically by accessing either:

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 WILL NOT BE HELD IN PERSON.

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call

II. Action Items

1. Approve Board of Park Commissioners Minutes from the February 20, 2020 Meeting.
2. Recommendation to Accept Donation from De Pere Girls Softball Association. *
3. Recommendation to Accept Donation from Tundra Apparel & Promotions for Beer Garden Valued at \$500*
4. Recommendation to Accept \$2500 Donation from Kay Distributing for Beer Gardens.*
5. Recommendation to Accept Donation of Little Library at Jim Martin Park from the Green Bay Teen Leadership Program.
6. Recommendation to Accept Donation from Betty Lou Lewis in the Amount of \$250 for Inflatable's Purchase*
7. Recommendation to Accept a \$10,000 Donation from the Dickhut Family Charitable Endowment Fund for the Community Center Remodeling Project*
8. Consideration and Possible Action to Approve Request From Select Soccer for Use of Soccer Fields at SW Park to Host President Cup Tournament in 2021-2023
9. Consideration and Possible Action to Approve Easement Request from Wisconsin Public Service in VFW Park.
10. Consideration and Possible Action to Approve NEW Water Sub-Award Grant Agreement for Tree Planting*

11. Consideration and Possible Action to Select Playground Equipment for Patriot Park.
12. Consideration and Possible Action Related to VFW Aquatic Facility Features.
13. Consideration and Possible Action to Approve Sending Out Request for Proposals for Conceptual Design for a Voyageur Park Multi-Use Building.

III. Future Agenda Items

IV. Adjournment

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

Board Members
Alderspersons
Mayor Michael J. Walsh
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
Dennis Krueger, WDP High School District
William Soquet, Teen Advisor
Derek Rhodes, De Pere Select Soccer
Tony Meeuwsen, De Pere Girls Softball
Chris McKeefry, Tundra Apparel
Bob Laskowski, WPS
Annabelle Liefke, Greater GB Teen Leadership

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

Lydia McMorrow, Teen Advisor
Chip Kolocheski, Kay Distributing
Betty Lou Lewis
Patrick Skalecki, Graef
Angela Kowalzek-Adrians, NEW Water
Dickhut Family Charitable Endowment Fund

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

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



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Approve Board of Park Commissioners Minutes from the February 20, 2020 Meeting.

ATTACHMENTS:

- Draft Minutes 2-20-2020 (PDF)



Board of Park Commissioners

Regular Meeting

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

Draft Minutes

Thursday, February 20, 2020

6:30 PM

De Pere City Hall Council Chambers

I. Call to Order

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

Attendee Name	Title	Status	Arrived
Ryan Jennings	Aldersperson	Present	
Amy Chandik Kundering	Aldersperson	Present	
Dean Raasch	Aldersperson	Excused	
George Brown	Board Member	Present	
Sue Schinkten	Board Member	Present	
Randy Soquet	Board Member	Present	
Bill Volpano	Board Member	Excused	
Lydia McMorro	Teen Advisor	Excused	
William Soquet	Teen Advisor	Present	

II. Action Items

1. Approve Board of Park Commissioners Minutes from the January 16, 2020 Meeting.

Randy Soquet moved to approve the Board of Park Commissioners minutes from the January 16, 2020 meeting, seconded by Sue Schinkten. Upon vote, the motion passed unanimously.

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

2. Consideration & Possible Action to Accept a \$500 Donation from De Pere Optimist Club for the Easter Egg Hunt.*

Randy Soquet moved to accept the \$500 donation from the De Pere Optimist Club for the Easter Egg Hunt, seconded by Aldersperson Chandik Kundering. Upon vote, the motion passed unanimously.

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

3. Consideration & Possible Action to Accept \$500 Donation from De Pere Optimist Club for Summer Day Camp T-Shirts.*

Sue Schinkten moved to accept a \$500 donation from De Pere Optimist Club for Summer Day Camp T-shirts, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

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

4. Consider and Possible Action to Accept \$1,000 Donation from Optimist Club to Sponsor Beer Gardens Entertainment.*

Aldersperson Chandik Kunding moved to accept a \$1,000 donation from De Pere Optimist Club to sponsor Beer Garden Entertainment, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

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

5. Consideration and Possible Action to Accept \$2,500 Donation from an Anonymous Donor to the Recreation Scholarship Fund.*

Randy Soquet moved to accept a \$2,500 donation from an anonymous donor to the Recreation Scholarship Fund, seconded by Aldersperson Chandik Kunding. Upon vote, the motion passed unanimously.

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

6. Consideration and Possible Action to Accept \$1,500 Sponsorship from Graef to be a Single Event Sponsor for Beer Gardens.*

Sue Schinkten moved to accept a \$1,500 donation from Graef to be a single event sponsor for one of the 2020 Beer Gardens, seconded by Aldersperson Jennings. Discussion followed.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained there are three levels of sponsorship for the Beer Gardens. There is a main sponsor for all of the events, which Amerilux came forward to be the main sponsor. We also have sponsorships available for single events, which Graef has come forward for. The difference between these two levels of sponsorship is that Amerilux will be recognized on the marketing material for all of the events, while Graef will only be recognized on the event they are sponsoring. We also entertain other types of sponsorship. The De Pere Optimist Club came forward to sponsor the family entertainment for three of the events. Upon vote, the above motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Schinkten, Board Member
SECONDER:	Ryan Jennings, Alderperson
AYES:	Jennings, Kundinger, Brown, Schinkten, Soquet
EXCUSED:	Dean Raasch, Bill Volpano

7. Consideration & Possible Action to Accept \$2000 Donation from Cleaning Solution Services for Upper Level Flooring at the Community Center.*

Alderperson Jennings moved to accept a \$2,000 donation from Cleaning Solution Serves for the upper level flooring project for the Community Center, seconded by Alderperson Chandik Kundinger.

Discussion followed.

Alderperson Chandik Kundinger questioned Paula Rahn, Recreation Superintendent on how much in donations is left to be raised.

Paula Rahn stated that about half of the funds have been raised, but the other half has been reallocated from a different project to cover the remaining balance. Quotes were received and the flooring should be installed in March.

Upon vote, the above motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Jennings, Kundinger, Brown, Schinkten, Soquet
EXCUSED:	Dean Raasch, Bill Volpano

8. Consideration and Possible Action to Approve Request from Alderperson Nelson to make the Voyageur Restroom Building a Multi Use Building.*

Randy Soquet moved to approve the request from Alderperson Nelson to make the Voyageur Park restroom building into a multi-use facility, seconded by Alderperson Chandik Kundinger.

Discussion followed.

Alderperson Nelson commented that he met with Randy Soquet and Marty Kosobucki to discuss what possibilities the city would be looking for in a multi-use facility versus just a bathroom building. There are some ideas of potential buildings located in the park board packet.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that the information in the packet is what the City of Greenfield actually built. He stated that he would not recommend that exact facility, but something very similar. If a multi-use building is constructed, it needs to be a building that the general public can use. If the park board likes the concept, the next step would be to approve the concept and send it to council to ask for addition funding to pursue the project. There is stadium tax funding that has not been used, that was allocated for a community stage and splash pad.

Alderperson Nelson stated he did speak with Judy, the City Attorney, regarding reallocating the stadium tax funding. Judy stated that with the funding being approved with a resolution, the city would just need to draft a new resolution to allocate the funds to a different project.

Alderperson Jennings questioned the location of the facility.

Randy Soquet commented on the amenities of the building.

Alderson Chandik Kunder question if a more robust building was considered, one that could be rented out for a seasonal restaurant to help offset the cost of the building. She stated Minnehaha Falls Park in Minnesota has a shared use facility with rentals available and a restaurant.

Sue Schinkten questioned what input was provided by Definitely De Pere and De Pere Chamber on how the building could be used.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that his interpretation from both Definitely De Pere and the Chamber were both in favor of a public use facility.

Alderson Nelson commented on the location of the building. He stated there are one or two locations where there may be a possibility of allowing a front and back patio. This could allow for a patio to overlook the river.

Randy Soquet withdrew his original request and Alderson Chandik Kunder withdrew her second.

Randy Soquet moved to approve the concept of a Voyageur Park restroom and multi-use building and in addition to the funds allocated for the Voyageur Park restroom building, for City Council to look into appropriating the stadium tax funds for the splash pad and/or community stage to help fund the project, seconded by Alderson Chandik Kunder. Upon vote, the motion passed unanimously.

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

9. Consideration and Possible Action to Approve NEW Water USFS Tree Grant Planting Plan.*

Alderson Jennings moved to approve the NEW Water USFS Tree Grant Planting Plan, seconded by Randy Soquet.

Discussion followed.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that the recommendation includes accepting the grant for the trees and utilizing the grant funding trees to replace terrace trees lost to Emerald Ash Borer. The recommendation would allow one tree for every one or two trees taken down and two trees for every three or four trees taken down. This would be done on a first come first serve basis.

George Brown questioned the number of terrace trees lost to Emerald Ash Borer and if this is setting a precedence for the future.

Don Melichar, Park Superintendent/City Forester stated that there has been around 200 Ash trees already taken down in the terrace, and close to another 100 trees marked with several more to be marked for removal.

Alderson Jennings agreed with the way the grant is being stated to be utilized and once the trees are gone, they are gone. He also verified that residents can still replace other trees at their own cost.

Don Melichar, Park Superintendent/City Forester stated that NEW Water actually approached the city on this grant. NEW Water secured the grant and we are fortunate to be part of the grant. This is a two year grant and the city will be getting 100 trees per year, which is what our department figured we could handle planting with our staff.

Upon vote, the above motion passed unanimously.

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

10. Consideration and Possible Action to Approve Proposal for Legion Restroom Design and Construction Management. *

Alderperson Jennings moved to approve the bid from McMahon for the Legion Restroom building design and construction management, seconded by Sue Schinkten. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Sue Schinkten, Board Member
AYES:	Jennings, Kundinger, Brown, Schinkten, Soquet
EXCUSED:	Dean Raasch, Bill Volpano

11. Consideration & Possible Action to Approve Charging a Flat Fee for Vendor Trucks at De Pere Beer Gardens

Paula Rahn, Recreation Superintendent, explained that last year the fees included a \$25 deposit per event and 10% of gross sales after the event. Sometimes it took up to a month to get the sales percentage paid. When talking with the Green Bay Food Coalition, most events only charge a deposit or a percentage of sales, not both. With the proposed rate structure, profits would be very close to what we made in the first year. Staff recommends charging a flat fee of \$100 per event for food trucks and \$75 per event for dessert trucks.

Sue Schinkten moved to approve charging a flat fee for food trucks for the 2020 Beer Gardens, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

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

12. Consider color scheme and materials for VFW Pool Exterior and flooring.

Marty Kosobucki, Director of Parks, Recreation and Forestry provided an updated packet of information for the VFW Aquatic Center to the Park Board. He explained that the updated packet includes the most recent color renderings from Graef. The goal tonight is to decide on a color option because Graef needs to bring the plans to the Planning Commission in March for approval.

Alderperson Jennings questioned the proximity of the Aquatic Center to the Community Center, and if they need to match.

Marty Kosobucki, Director of Parks, Recreation and Forestry stated he doesn't feel that the aquatic center needs to match the Community Center, but it should fit the aesthetics of the park.

Paula Rahn, Recreation Supervisor gave an in-depth review of all the color options presented in the updated packet of information from Graef. The three color combinations contained split face block in bisque, natural and buff. Paula explained that bisque would

match the block in the Community Center, while the accent stripe in the Community Center is natural.

A detailed discussion followed.

George Brown asked Paula what her choice would be.

Paula Rahn, Recreation Supervisor explained that she understands complimenting the Community Center; however she likes the natural stone, which is color option 2a. It is more inviting, with a beachy feel and looks more modern and upscale. Paula stated she also likes the blue pop of color, and would like the sea salt accent with the natural stone. Marty Kosobucki, Director of Parks, Recreation and Forestry, suggested that the park board decide on a general color scheme and then allow staff to fine tune the details with Graef.

Randy Soquet questioned if bisque was the color of the Community Center and if this is the color scheme of 1 and 1a.

George Brown inquired of everyone what their color choice was.

William Soquet, teen advisor likes 2a, natural stone with white accent block.

Alderson Jennings also likes 2a, natural stone with white accent block

Sue Schinkten likes 2a, natural stone but with sea salt accent block.

Alderson Chandik-Kundinger also likes 2a, natural stone but with the sea salt accent block.

Randy Soquet agreed with 2a, natural stone with white accent block.

George Brown likes 2a, natural stone but with sea salt accent block.

John McDonald, Recreation Supervisor also likes 2a. John stated he feels the blue will tie in with the beachy, pool feel.

Paula Rahn, Recreation Superintendent provided details of the front entrance of the Aquatic Center. Options given were for an open concept, or closed with lap siding. A detailed discussion followed.

Randy Soquet questioned what entrance would take less maintenance for staff and that would keep the birds away from the entrance area.

Don Melichar, Park Superintendent/Forester felt that the closed concept would be a little easier for staff maintenance and would be better to keep the birds out of the entrance.

George Brown summarized the recommended options as color option 2a with sea salt accent block; the enclosed entrance area with the same siding to match the gable end; and for the roof over the concession stand to be determined based on the other color choices.

John McDonald, Recreation Supervisor, presented options for the flooring within the Aquatic Center. John would recommend going with the Deco-Fleck over the Decorative Quartz. The Deco-Fleck provides better traction and is better at hiding stains, with preferred color choices of #512 or #505.

Sue Schinkten moved to approve the color rendering 2a; which is natural block, but with sea salt accent block; an enclosed entrance area with the same siding as the gable end; the roof color over the concession area to be determine based on matching the other colors selected; and the flooring to be Deco-Fleck color #512, seconded by Alderson Jennings. Upon vote, the motion passed unanimously.

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

III. Staff Updates

1. Update and Status of Inflatable Obstacle Course for Pools.

Marty Kosobucki, Director of Parks, Recreation and Forestry commented that it was discovered that the plan for the inflatables needed to be submitted to the state for approval. Also, we have not been able to secure a sponsor yet for the inflatables. Even if we do not have a sponsor, we have \$6,000 in the budget for equipment and will be ordering this prior to March 31st, to take advantage of the free shipping.

RESULT:	DISCUSSED
----------------	------------------

2. Update and Status of 2020 Beer Gardens.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that staff met with a couple distributors, and we will be using Kay Distributing again this year. Kay Distributing has agreed to donate \$2,500 to the Park Fund, which will be coming to next month's Park Board meeting for approval.

RESULT:	DISCUSSED
----------------	------------------

3. Update and Status of Bidding Patriot Park Playground.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that we received the sidewalk calculations from engineering, and the requests for proposals were sent out. Bids for the playground are due next week. We will then entertain resident comments prior to bringing the proposals to the Park Board for approval.

RESULT:	DISCUSSED
----------------	------------------

4. Update and Status Report on VFW Pool Building Design Plans.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that the technical plans for the VFW Aquatic Center are progressing well. The goal was to bring the plans to the February Planning Commission meeting, however with all the revisions, this was not achieved. The plans will now go to the March meeting, with hopes to go out for bids at the end of March.

RESULT:	DISCUSSED
----------------	------------------

IV. Future Agenda Items

George Brown questioned the concept of the mini soccer fields.

V. Public Comment Period

George Brown wished Randy Soquet the best of luck in the upcoming April election for City Council.

VI. Adjournment

Sue Schinkten moved to adjourn the meeting at 7:40 pm, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation to Accept Donation from De Pere Girls Softball Association. *

De Pere Girls Softball Association (DGSA) would like to construct three mini storage buildings at each of the softball diamonds. I have included information provided from DGSA explaining the storage units and their location.

City staff is in support of the storage units.

ATTACHMENTS:

- Optimist De Pere Storage (PDF)
- Optimist De Pere Overall (PDF)
- OPTIMIST PARK 3-11-2020 (PDF)

Google Maps De Pere



Typical
storage unit at
each diamond
exterior
dimensions to
be 8'x8'

Map data ©2020 , Map data ©2020 20 ft

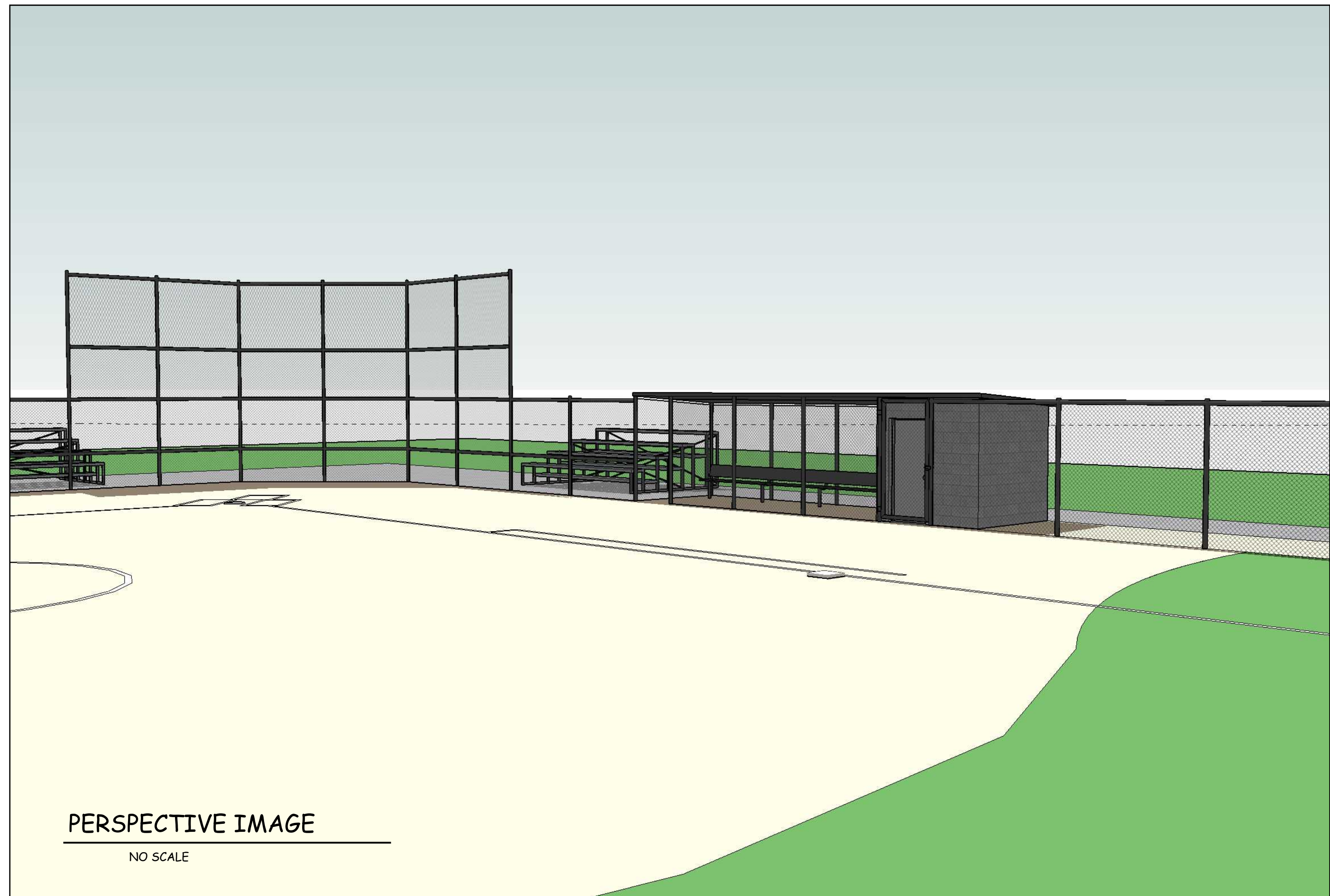
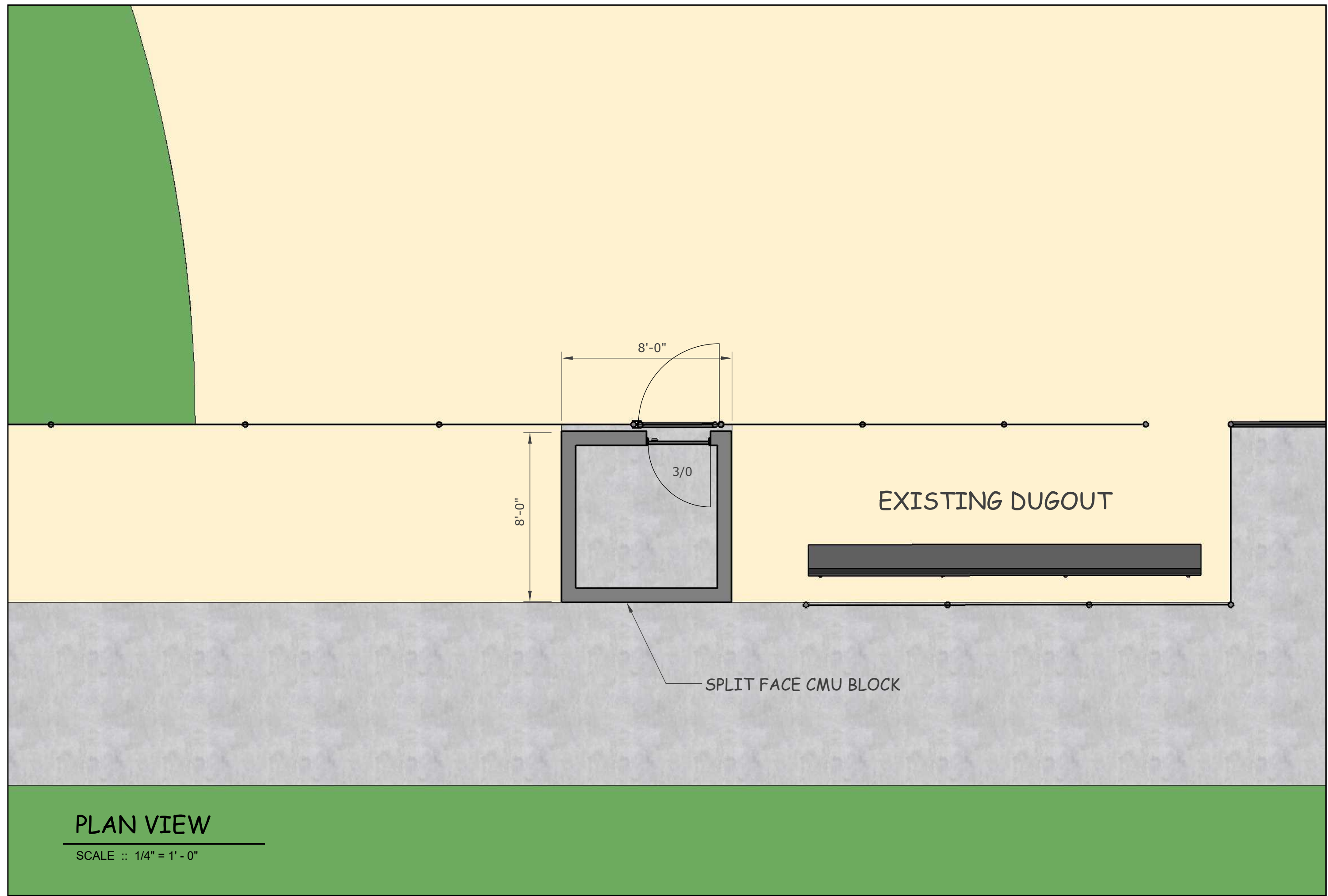
Attachment: Optimist De Pere Storage (9386 : Consideration and Approval of donation from De Pere Girls Softball Association.)

Google Maps

De Pere



Attachment: Optimist De Pere Overall (9386 : Consideration and Approval of donation from De Pere Girls Softball Association.)





City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: John McDonald

SUBJECT: Recommendation to Accept Donation from Tundra Apparel & Promotions for Beer Garden Valued at \$500*

Staff is seeking approval to accept a donation from Tundra Apparel & Promotions for the Beer Garden valued at \$500. The donation will go to cover the cost of a banner for marketing over Reid Street.

Thank you for your time and consideration.

Donation Information:

From: Tundra Apparel and Promotions

To: De Pere Beer Gardens

For: Banner for Beer Garden

Amount: \$500



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation to Accept \$2500 Donation from Kay Distributing for Beer Gardens.*

This memo is to seek the Board of Park Commissioner's approval to accept a \$2,500 donation from Kay Distributing for the Beer Gardens.

Donation Information:

From: Kay Distributing

For: De Pere Beer Gardens

Amount \$2,500



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Recommendation to Accept Donation of Little Library at Jim Martin Park from the Green Bay Teen Leadership Program.

ATTACHMENTS:

- memo for pb to accept donation from Annabelle Liefke for a Little Library in JM Park 3-11-20 (DOC)
- Liefke Little Library request 3-11-20 (PDF)

Memorandum

To: BOARD OF PARK COMMISSIONERS
From: Don Melichar – City Forester
Date: 4/16/2020
Re: Approval to Accept a Project Proposal from a Annabelle Liefke of the Greater Green Bay Teen Leadership Program for the construction and installation of a “Little Library” at Jim Martin Park.

Issue: This memo is to seek the Board of Park Commissioner’s approval for the De Pere Parks, Recreation and Forestry Department to accept a Project Proposal from a the Greater Green Bay Teen Leadership Program to construct and install a Little Library in Jim Martin Park.

Summary: The Proposal from Annabelle Liefke details plans to acquire materials to build the Library at Jim Martin Park. Annabelle is a part of the Greater Green Bay Teen Leadership Program which works throughout the school year to come up with projects to better our communities. The approximate value of the donation may be \$200. I have spoken to Annabelle and she will be recruiting volunteers to help her in her quest. Staff will work with Annabelle to locate the Library in an appropriate place.

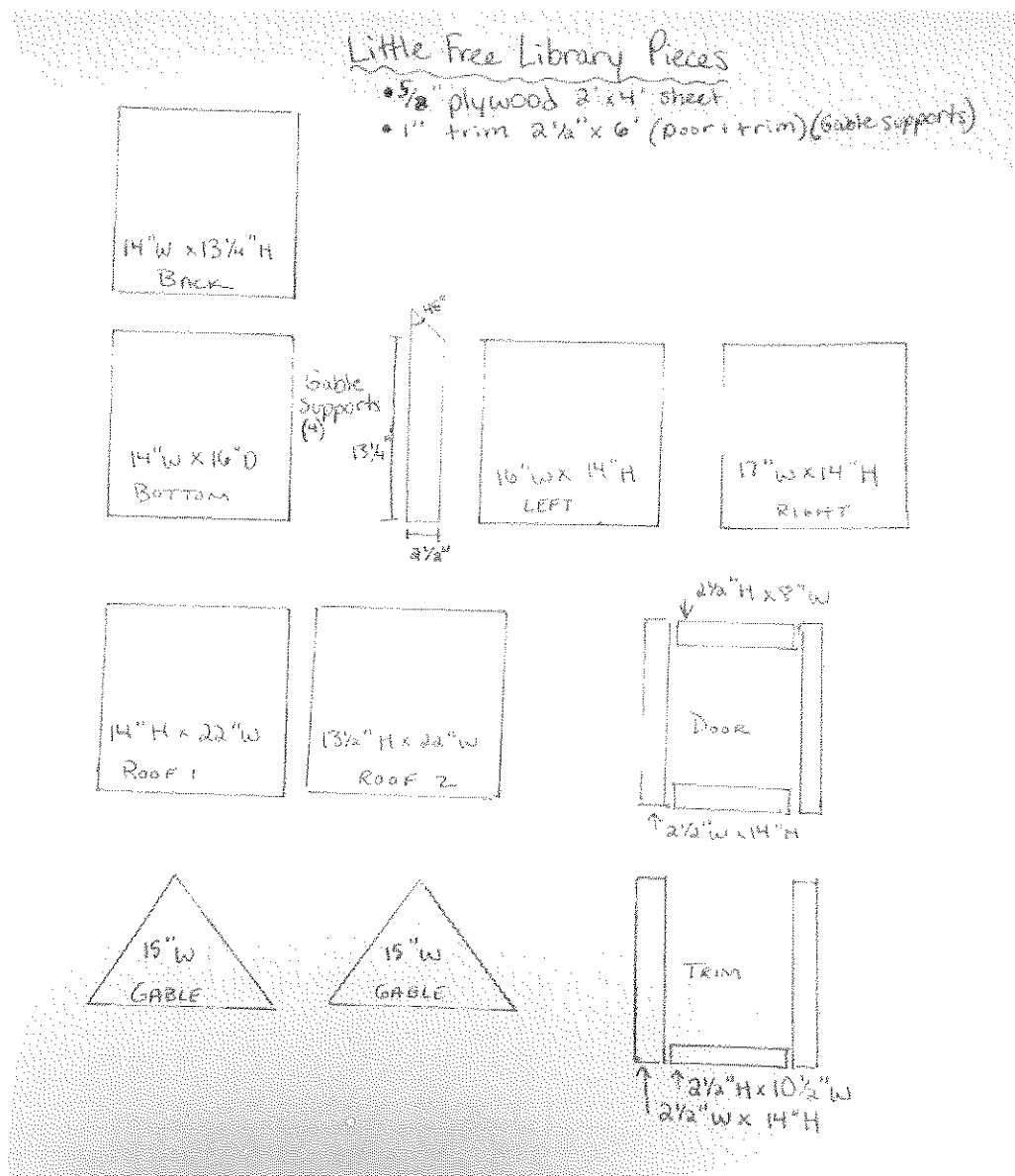
Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me.

Donation Information:

From: Greater Green Bay Teen Leadership
To: De Pere Parks Dept.
For: A Little Library in Jim Martin Park
Amount: \$200

Hello,

My name is Annabelle Liefke and I am a part of the Greater Green Bay Teen Leadership program. I have been in correspondence with Don Melichar regarding my group's plan to install a Little Free Library in one of the city's parks. We were hoping VFW or Jim Martin, but we are open to any available location. Our plan, along with our list of materials, can be found below. Excited to hear back from you!



Little library Plans/Parts

- (2) $2' \times 4' \times \frac{3}{4}"$ (exterior/sides) sheet
- (4) $1" \times 2\frac{1}{2}" \times 6'$ trim + Door + Gable supports
- (1) $2' \times 4' \times \frac{1}{4}"$ roof
- (1) plexiglass $12" \times 12"$ (door)
- (1) Fence Post $4' \times 4" \times 6'$ (treated)
- (2) Hinges
- (1) 5 gal pail
- (1) Door Knob
- (1 qt) Zero VOC outdoor primer (Behr or Zinser)
- Shingles 605 in² (Restore)
- wood glue
- (1) bag of cement
- (1) 4x4 bracket or 4 "L" brackets (whichever is cheaper)
- (1 qt) exterior paint (possibly red? trim white?)



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: John McDonald

SUBJECT: Recommendation to Accept Donation from Betty Lou Lewis in the Amount of \$250 for Inflatable' s Purchase*

Staff is seeking approval of a donation from Betty Lou Lewis in the amount of \$250. The \$250 donation is to be used for aiding in purchase of inflatable obstacle course.

Thank you for your time and consideration.

Donation Information:

From: Betty Lou Lewis, 3700 Marilyn Ley Drive, Town of Rockland

To: De Pere Aquatic Facility

For: Inflatable Obstacle Course

Amount: \$250

**City of De Pere, Wisconsin****Request For Board of Park Commissioners Action**

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Recommendation to Accept a \$10,000 Donation from the Dickhut Family Charitable Endowment Fund for the Community Center Remodeling Project*

Staff is seeking approval to accept a \$10,000 donation from the Dickhut Family Charitable Endowment Fund for the Community Center remodeling project. The grant received is for the purpose of purchasing tables and other furniture and/or equipment to aid in finalizing this project.

Staff will research tables and receive quotes on pricing. Previous budget estimates were around \$10,000. The total cost for the flooring project is \$22,981. An additional estimate of \$10,000 for tables/furniture/equipment leaves a grand total of \$32,981. Total donations received was \$22,010. With the \$13,000 reallocation from a different project, we have now covered our costs for this entire project.

The flooring is scheduled for installation the week of March 23.

Thank you for your time and consideration.

Donation Information:

From: Dickhut Family Charitable Endowment Fund
c/o Rachel Dickhut

To: De Pere Community Center

For: Tables & other Furniture/Equipment for Upper Level of Community Center

Amount: \$10,000



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Consideration and Possible Action to Approve Request From Select Soccer for Use of Soccer Fields at SW Park to Host President Cup Tournament in 2021-2023

ATTACHMENTS:

- Memo to PB to approve Select Soccer request for Presidents Cup in 2021-2023 3-11-20 (DOCX)
- Select Soccer request 3-11-20 (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar, Park Superintendent/City Forester
Date: March 11, 2020

RE: **Select Soccer is Seeking Approval to Host the President's Cup Tournament for 3 Years**

Select Soccer is seeking the Park Board's approval to host the WYSA President's Cup in May of 2021, 2022 and 2023 at SW Park. This tournament would attract numerous teams from outside of De Pere bringing in additional revenue for the area and showcasing De Pere's park. Staff has reviewed and agrees it would be a beneficial addition to all the activities occurring at the park.

If you have any further questions or comments, please feel free to contact me.

To the Board of Park Commissioners,

De Pere Select would like to request the use of the SW Complex in 2021, 2022 and 2023 for the WYSA President Cup (Group play, Semi-finals and Finals). We would like to request approval as soon as possible to secure the contract for this event.

The Presidents Cup is a state wide youth soccer tournament and we would be looking to host the Championship rounds at Southwest Park. A majority of the teams will be from outside of the Green Bay area so it should bring some great revenue to the local hotels, restaurants, etc... In conversations with the directors of the tournament they also said that they anticipate holding the tourney here for possibly the foreseeable future. This definitely increases the probability to have it in De Pere for a long time to come. It is a big event so it should bring a lot of people to the area!!

Please let me know if you have any questions or concerns.

Dates:

- 2021 May 29th, 30th, 31st
- 2022 May 28th, 29th, 30th
- 2023 May 27th, 28th, 29th

Thank you!

Derek Rhodes
Executive Director
920-336-1900
Derekrhodes10@hotmail.com



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Angela Zills

SUBJECT: Consideration and Possible Action to Approve Easement Request from Wisconsin Public Service in VFW Park.

ATTACHMENTS:

- Easement_City of De Pere_2920918 (PDF)

1050736 WPSC

DOCUMENT NUMBER

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of De Pere, a municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds Volume 250, page 522, Document Number 306077 and Volume 340, Page 297, being part of Private Claim 29 West side of the Fox River, **City of De Pere, County of Brown, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
**WD-91; WD-93-3; WD-93-1-A;
WD-94; WD-95-3-A**

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

Attachment: Easement_City of De Pere_2920918 (9430 : Consider Easement request from Wisconsin Public Service in VFW Park.)

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of De Pere, a municipal corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of De Pere, a municipal corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____

Print Name _____

Notary Public, State of _____

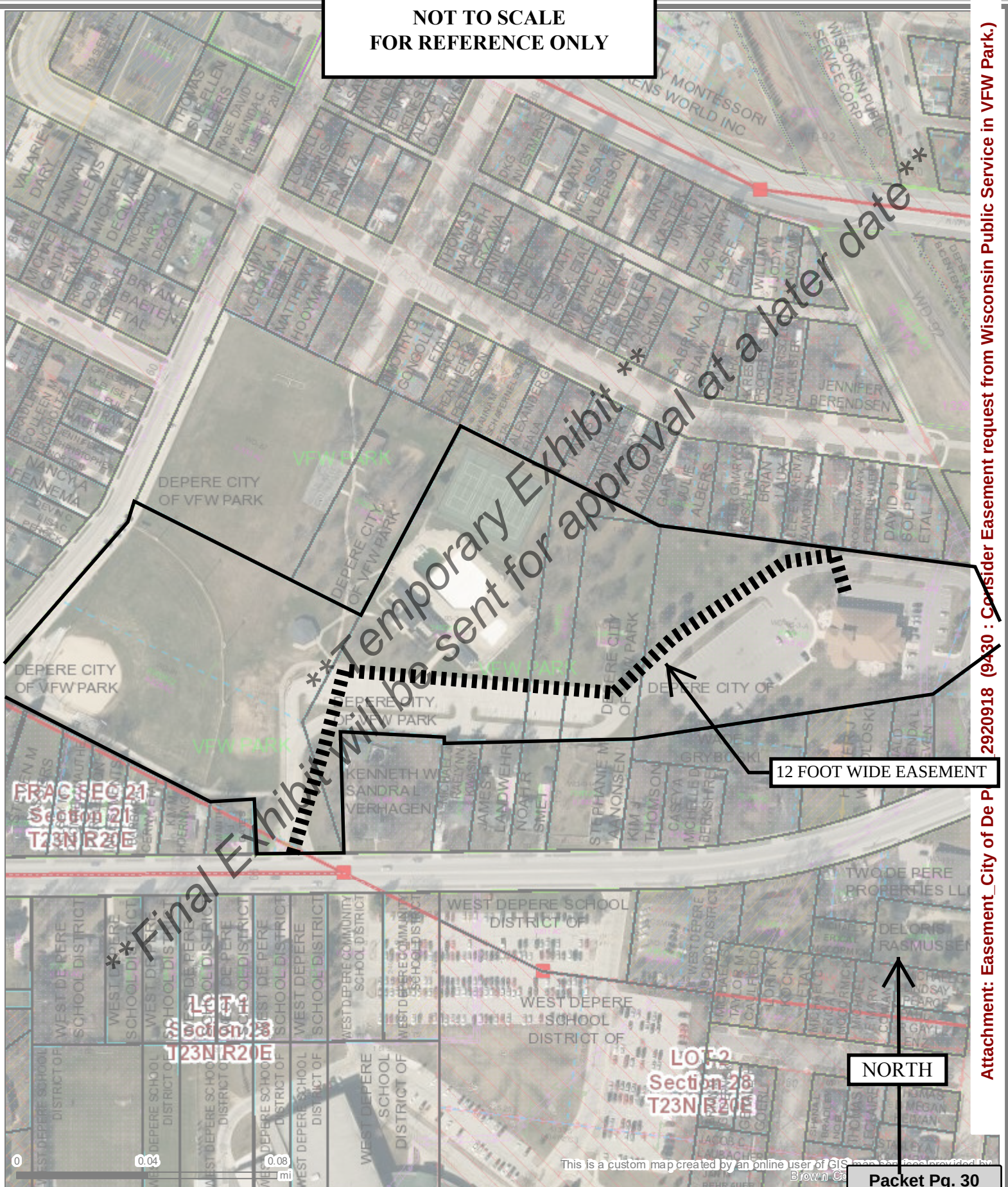
My Commission expires: _____

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
April 13, 2020	Brown	City of De Pere	730 Grant St	WD-91, WD-93-3
Real Estate No.	WPSC District	WR#	WR Type	I/O
1050736	Green Bay	2920918	EPLAN	21810189EC

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY





City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Consideration and Possible Action to Approve NEW Water Sub-Award Grant Agreement for Tree Planting*

ATTACHMENTS:

- Memo to PB to approve NEW Water sub-award agreement 4-15-20 (DOCX)
- De Pere-NEW Water Subaward 03.23.2020 (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar, Park Superintendent/City Forester
Date: April 15, 2020

RE: **NEW Water - De Pere Sub-Award Grant to Plant Trees in the City of De Pere**

Staff is seeking the Park Board's approval to move forward with a grant agreement between NEW Water and the City of De Pere. This grant agreement allows NEW Water to provide the City with 200 1"-2" dbh trees to be planted in the City in 2020 & 2021 (with a possibility of an extension into 2022). The City will also be required to plant 150 trees, which are included within our normal operations budget and from any donated trees we receive.

If you have any further questions or comments, please feel free to contact me.

Attachment: Memo to PB to approve NEW Water sub-award agreement 4-15-20 (9449 : Approve NEW Water Grant Agreement for Tree Planting*)

Green Bay Metropolitan Sewerage District (GBMSD)
PROFESSIONAL SERVICES AGREEMENT
US Forest Service GLRI Grant
A NEW Water Partnership to Reduce Stormwater Runoff in Brown County, WI

City of De Pere

This Professional Services Agreement (and all exhibits or other documents attached to or referenced herein, each of which is incorporated in its entirety by this reference) collectively “the Agreement” is being entered into by and between the City of De Pere, for purposes of engaging the City of De Pere to render the hereinafter described services in accordance with the terms and conditions hereof for the benefit of GBMSD. The Professional Services Agreement is made and entered into this ____ day of _____, 2020.

1. SCOPE OF ENGAGEMENT.

GBMSD engages the City of De Pere (“De Pere”) (DUNS #: 110030257) to **plant 350 trees** in 2020 and 2021 (includes a grant-match 150 planted trees), provide a **grant-match commitment of labor in the amount of \$4,500** (25%), assume all responsibility for tree maintenance, and participate on an advisory committee and in grant-associated outreach activities as described in the Scope of Services document attached hereto as Exhibit 1 and incorporated herein by reference (“Services”). De Pere represents and warrants to GBMSD that it has reasonably sufficient training, experience, and qualifications to perform said Services in compliance with all applicable federal, state and local laws/regulations.

De Pere is being engaged to perform the Services herein as a subawardee of GBMSD, who is the recipient of a United States Forest Service (USFS) – Great Lakes Restoration Initiative (“GLRI”) grant entitled **A NEW Water Partnership to Reduce Storm water Runoff in Brown County, WI** (“Grant”). As a sub-awardee, De Pere shall not be responsible for any direct USFS grant reporting required by or relating to said Grant. De Pere shall report directly, and exclusively, to GBMSD’s Contract and Grant Specialist, Angela Kowalzek-Adrians, 2231 N. Quincy St, Green Bay, WI 54302, 920-438-1072, akowalzek-adrians@newwater.us.

During the performance of the Services, De Pere shall submit to GBMSD for final resolution any question, decision, or matter regarding which De Pere reasonably believes is subject to professional judgment and about which De Pere is not certain.

2. TERM OF SERVICES.

The Term of this Agreement and the Services to be provided hereunder shall commence as of the date first set forth above and continue until **December 31, 2021** (“Term”); provided, however, that GBMSD shall have the option, exercisable in its discretion, to renew and extend the Term as needed to meet the obligations of the Grant. GBMSD shall exercise its renewal and extension option by providing written notice to De Pere on or before the end of the Term, and GBMSD may terminate this Agreement and the Services at any time upon not less than thirty (30) days’ advance written notice to De Pere. GBMSD shall pay De Pere all compensation due hereunder, and De Pere shall provide the Services through the effective date of any termination.

This Agreement and the Services to be provided hereunder may be terminated by either party if the other party materially defaults under any term or condition of this Agreement, if under any term or condition of the Agreement, the default remains uncured for a period of fifteen (15) days’ following the defaulting party’s receipt of written

notice of such default. GBMSD may terminate this Agreement and the Services to be provided hereunder immediately in the event of the death or total disability of Consultant.

3. COMPENSATION.

In consideration of the Services, **GBMSD shall pay De Pere for its Services, not to exceed \$18,000.** Payment will be made within thirty (30) days upon receipt of invoices and appropriate documentation of services rendered. Note: At times, GBMSD may request interim or quarterly invoices to meet grant reporting requirements.

4. PAYMENTS/DELIVERABLES.

At least once per year, at the end of the year, during the Term, De Pere shall submit to GBMSD a brief summary of trees planted (both grant and match funded), labor costs (for non-federal funds match), and maintenance activities performed.

De Pere shall be responsible for and pay all payrolls, employment, and other taxes and governmental obligations arising from the compensation and fees paid by GBMSD to De Pere hereunder.

5. FEDERAL REGULATIONS.

- A. De Pere is subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400 and must follow the regulations found in 2 CFR 200.3630 through .332.
- B. De Pere shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- C. De Pere agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must:
 - i. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - ii. Specify the actions De Pere will take against employees for violating that prohibition; and
 - iii. Let each employee know that, as a condition of employment under any award, the employee:
 - a) Shall abide by the terms of the statement, and
 - b) Shall notify De Pere in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

De Pere agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

- i. The dangers of drug abuse in the workplace;
- ii. The established policy of maintaining a drug-free workplace;

6. CONFIDENTIAL INFORMATION.

De Pere agrees that any and all information relating to GBMSD's business operations including, without limitation: (a) know-how, inventions, ideas, product information, and trade secrets; (b) financial and pricing information; (c) customer and supplier identities and information; and (d) information relating to GBMSD's past, present, and future sales; marketing and research and development activities that may be imparted to, or in any way obtained directly or indirectly by De Pere through GBMSD; and the results of De Pere's performance of the Services pursuant to this Agreement, shall be maintained confidential information and secret. Confidential information as used herein shall not include, and De Pere may disclose in its discretion, information that is generally known to the public, information legally required to be disclosed pursuant to judicial order or other legal proceedings, information required by applicable law or regulations to be disclosed to governmental authorities, or information that is lawfully disclosed to De Pere by a third party not subject to this Agreement. Confidential information obtained by De Pere shall not be used for the benefit of or disclosed to others, except to duly authorized persons employed or retained by GBMSD, without prior written consent and approval of GBMSD. Upon termination or expiration of this Agreement, De Pere shall return to GBMSD all written or descriptive matter (whether in paper or electronic form) that contains confidential information. The obligations imposed on De Pere by this Section 5 shall survive the termination or expiration of this Agreement and its Services for a period of three (3) years thereafter.

7. INDEMNIFICATION; INSURANCE.

Each party hereby indemnifies and holds the other harmless from and against any and all claims, actions, damages, liability, loss and expense (including reasonable attorneys' fees) suffered in connection with any loss of life, personal injury and/or damage to property arising from or out of: (i) breach of or nonperformance under this Agreement; and (ii) negligent acts or omissions or intentional misconduct. Any indemnified amount payable hereunder by either party to the other shall be net of insurance proceeds, if any, actually received by the indemnified party and pertaining to the indemnified claim. Except for the foregoing indemnification, GBMSD shall not be liable to De Pere, and De Pere shall not be liable to GBMSD for any incidental, consequential, special, exemplary, and punitive or other loss, cost, expense or damages in excess of actual damages, and each party's liability to the other shall be limited to the aggregate amount of compensation payable by GBMSD to De Pere pursuant this Agreement.

Where De Pere requires the use of a vehicle(s) in the performance of work under this Agreement, De Pere will, at all times during the term hereof and at its own expense, keep in full force and effect automobile insurance, in amounts acceptable to GBMSD and/or in accord with Industry standards, for property damage, bodily injury or death. De Pere shall provide GBMSD with a declaration showing insurance liability limits prior to payment of the first invoice. De Pere has the responsibility and obligation to provide workers' compensation insurance for De Pere employees, agents and/or sub-consultants, except for "casual employees." De Pere is responsible for health, accident, catastrophic, and other insurance, none of which is the obligation of GBMSD.

8. PROPRIETARY RIGHTS, ASSIGNMENT.

The term "Business Ideas" means all ideas, designs, modifications, formulations, specifications, concepts, know-how, trade secrets, discoveries, inventions, data, software, developments and copyrightable works, whether or not patentable or registrable, which De Pere originates or develops, either alone or jointly with

others while De Pere is engaged by GBMSD, and which are: (i) related to any business known to De Pere to be engaged in or contemplated by GBMSD; (ii) originated or developed during De Pere's performance of the Services; or (iii) originated or developed in whole or in part using materials, labor, facilities, or equipment furnished by GBMSD in connection with the Services. GBMSD will own, and De Pere hereby assigns to GBMSD and agrees to assign to GBMSD in the future, all rights in all Business Ideas that De Pere originates or develops either alone or working with others while De Pere is engaged with GBMSD. All Business Ideas that are or form the basis for copyrightable works are hereby assigned to GBMSD and/or shall be assigned to GBMSD or shall be considered "works for hire" as that term is defined by U.S. Copyright Law. Notwithstanding anything in this Agreement to the contrary, GBMSD shall not acquire any right, title, license, or interest in or to any intellectual property or proprietary or confidential information of De Pere that: (i) existed prior to the effective date of this Agreement, or (ii) is not directly created as a Business Idea hereunder as a result of GBMSD's engagement of De Pere hereunder.

9. FREEDOM TO PROVIDE SERVICES.

De Pere represents and warrants that it is under no present obligations or restrictions, nor will it assume any obligation or restrictions, that will conflict with or prevent GBMSD from engaging De Pere to perform any of the Services required by this Agreement.

10. ASSIGNMENTS, AMENDMENTS, SUCCESSION, AND WAIVERS.

Neither party may assign this Agreement or any interest herein (except that either party may assign this Agreement to any of its parent, subsidiary(ies) or affiliated entities or to a purchaser of substantially all of the assets or voting stock (or other securities)) without first obtaining the express written consent of the other party. This Agreement may not be amended or supplemented except by written agreement signed by each of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their successors and permitted assigns. No express or implied waiver, or any prior breach of or default under this Agreement, shall constitute a waiver of any subsequent breach or default hereof, and no waiver shall be implied thereby.

11. ENTIRE UNDERSTANDING.

This Agreement expresses the entire understanding between De Pere and GBMSD with respect to the subject matter hereof, including without limitation, De Pere's delivery of the Services to GBMSD.

12. INDEPENDENT MUNICIPAL AGENCIES.

Each party to this Agreement is, and shall at all times during the Term remain, an independent Municipal agency acting exclusively as an independent Municipal agency. Neither party shall be deemed or construed to be partners, joint venturers, principal and agent, employer/employee, or anything but independent Municipal Agencies. Neither party shall have the power nor authority to bind the other, except as may be expressly set forth herein. De Pere shall not be entitled to participate in any employee benefit or welfare plan maintained from time to time by GBMSD for its employees

13. INTERPRETATION; GOVERNING LAWS.

This Agreement and any other documents made part of this Agreement shall be read together and harmonized to the greatest extent reasonably possible; provided, however, any direct conflict between the terms and conditions of this Agreement and the attached documents shall be resolved in favor of this Agreement. This

Agreement shall be subject to such further written agreements, executed by the undersigned parties, as may be made during the Term of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. De Pere shall comply with all federal, state, and local statutes, rules and ordinances related to De Pere's performance of the work.

14. NOTICES.

Notice to either party shall be deemed to have been given when delivered to it in person, by fax, by e-mail, or if mailed by registered or certified mail on the third day after deposited in the mail and if delivered by delivery service with proof of delivery, on the date received provided the notice is sent to the address or fax number shown above, or at such other address or fax number as De Pere instead may from time to time designate in writing by notice to GBMSD in the same manner as herein set forth. Notice to De Pere shall be similarly delivered to City of De Pere, City Forester, Forestry Department, 925 S Sixth St, De Pere, WI 54115, Attention: Don Melichar. Notice to GBMSD shall be similarly delivered to GBMSD, at GBMSD's principal place of business at 2231 North Quincy Street, Green Bay, Wisconsin 54302, Attention: Angela Kowalzek-Adrians.

15. DISPUTE RESOLUTION; MEDIATION; and then LITIGATION.

Any dispute relating to this Agreement or arising from or out of the Services shall be submitted by the parties to mediation conducted before a single mediator (to be selected by mutual agreement of the parties, or in the absence of agreement, by the American Arbitration Association); provided, however, that the mediation shall be: (i) conducted on an expedited basis with a mediation within sixty (60) days following final identification of the mediator to which the matter is submitted; and (ii) the situs of the mediation shall be Green Bay, Wisconsin. Each party shall bear its own costs and expenses incurred in any mediation held hereunder. If the parties remain unsuccessful in resolving the dispute, each party may pursue other available legal remedies.

Any dispute, after such dispute is submitted to mediation, relating to this Agreement or arising from or out of the Services, may be brought forth in Brown County Court for the State of Wisconsin and/or if applicable, in Federal District Court in Brown County, Wisconsin.

IN WITNESS HEREOF, the parties hereto have duly executed this Agreement effective as of the date first set forth above.

**GREEN BAY METROPOLITAN
SEWERAGE DISTRICT**

By: _____
Its: Thomas W. Sigmund, P.E.
Executive Director

CITY OF DE PERE

By: _____
(Authorized Signatory)
By: _____
(Print Name)
Its: _____
(Individual's Title)

Attachment: Exhibit 1: Scope of Engagement

This agreement is a subaward made under the Federal Financial Assistance Award 20-DG-11094200-018 between Green Bay Metropolitan Sewerage District (GBMSD) and the USDA, Forest Service, Region 9, State and Private Forestry in the amount of \$171,122 (using a de minimis indirect cost rate) under Great Lakes Restoration Initiative funding, CFDA 10.664 – Cooperative Forestry Assistance. The award was signed February 27, 2020 with a performance period from January 1, 2020 to December 31, 2021. Awarding official contact information: Ryan Toot, U.S. Forest Service, 1992 Folwell Ave, Saint Paul MN 55108, 651-649-5242, Ryan.Toot@usda.gov.

Exhibit 1

Scope of Engagement

The agreement is in effect through December 31, 2021 and may be extended and modified by mutual agreement by GBMSD and the City of De Pere.

GBMSD will work with the WI Department of Natural Resources, Oneida Nation, the cities of Green Bay and De Pere, the Villages of Allouez, Ashwaubenon, Bellevue, and Howard, and the Town of Ledgeview to plant 2,700 1-2" caliper trees in the Lower Fox River watershed, a GLRI priority watershed with direct drainage to Green Bay/Lake Michigan (1,170 trees under grant funding and 1,530 trees as match). Trees will be planted along streets, in parks, and along the East River (an impaired tributary to the Fox River, which flows to Green Bay). This project will result in 159,300 gallons of storm water runoff avoided annually, increased urban tree canopy, and reforestation of a riparian corridor.

Each municipality and the Oneida Nation shall:

- Be an actively participating member and attend all meetings of the Technical Advisory Committee.
- Assist in preparing a Planting and Maintenance Plan for the overall project, reach consensus on contents and implementation, and agree to its adherence. The planting plan shall emphasize species diversity, the use of native trees, and the use of pollinator-friendly native trees, and will consider the impact of climate change on species range when selecting species to plant.
- Plant trees funded by the grant as well as additional self-funded trees in each own jurisdiction (as agreed upon at grant application, and as specified on page 1, section 1 of this agreement).
- Protect the planted trees during establishment and maintain them following best practices identified in the Guidance for Landscape Tree Planting (USDA, 2019), the American Standard for Nursery Stock (ANSI Z60.1), the American Standards for Pruning and Transplanting (ANSI A300 Part 1 and Part 6), and the International Society of Arboriculture Best Management Practices for Tree Planting.
- Follow the Tree Maintenance Plan developed during grant application (see attached **Exhibit 2: Tree Maintenance Plan**)
- Ensure project signs are posted at planting sites and all outreach materials and media contracts regarding this project provide project information and purpose, GLRI reference, and logos for NEW Water (GBMSD), USFS, and GLRI.
- Submit to GBMSD appropriate documentation of tree planting and maintenance efforts on at least a yearly basis during the Agreement Term to include number of trees planted (including trees planted as match), location (lat/long or GPS coordinates), species, size, and date planted.
- Submit to GBMSD documentation of labor costs as grant match (as agreed upon at grant application, and as specified on page 1, section 1 of this agreement) on at least a yearly basis during Agreement Term.

(This page left intentionally blank)

Exhibit 2 Tree Maintenance Plan

Tree Maintenance Plan Template for Newly Planted Trees

City or Town: City of De Pere **Year and Season of Planting:** Spring and Fall 2020-2021

Grantee: City of De Pere (subgrantee), NEW Water (USDA Forest Service grantee)

Grantee Contact for Maintenance: Don Melichar **Email:** dmelichar@mail.de-pere.org

of Trees to be Planted: 200 **Size (caliper for deciduous, height for conifers):** 1.5-1.75"

Type of Stock to be Planted (B & B, etc.): bare root

Describe how the activities below will be completed.

1. Tree Maintenance Personnel

- a. Describe who will do what, and what areas they are responsible for. Identify the parties responsible for maintenance during the grant period as well as long-term maintenance beyond the life of the grant.

The City of De Pere Forestry Dept. will be responsible for short and long term maintenance of the planted trees. If trees are planted in the terraces of the City the watering will be the responsibility of the homeowner, but all others will be done by the City.

- b. If volunteers, homeowners, or inexperienced staff will provide maintenance, they should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?

NA

- c. If planting on private property, property owners should sign an agreement to confirm that they will maintain the tree. If applicable, what steps have you taken to ensure maintenance of private property?

NA

- d. How will you inspect tree maintenance work periodically to make sure it is being done correctly?

Staff will inspect the trees as maintenance activities are performed.

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering, and the source of the water at the planting locations (or how it will be delivered). For the first year, trees should be watered from planting date through September on a weekly basis. Watering may be reduced the 2nd and 3rd years.

The trees will be watered by City staff on an as needed basis. This may be 2 times a week in very dry periods or a once a week or possibly two if rainy, wet weather persists. We will water them with City vehicles that contain a large water tank that is filled at our office.

Exhibit 2

Tree Maintenance Plan

3. **Mulching Trees**

Maintain 2 – 4 inches of bark mulch. Describe how trees will be mulched.

Trees will be mulched with city ground wood mulch and replenished as needed. The mulch will be 2-4 inches deep with an approximate 3-5 foot ring around it.

4. **Staking and Tying Trees**

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

Most bare root trees require at least one year of staking. We will return after a year and determine if they can be removed or if additional time is needed. If it is needed we will document and return in 6 months to remove.

5. **Checking Tree Health**

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

Our Forestry staff will return to any trees in the parks within the timeframe. Any trees planted in the terrace will be monitored by the property owner who will contact the City for advice. Forestry staff will also inspect the trees after 1 year and additionally if concerns are noted.

6. **Tree Protection**

Young trees may be easily damaged by human activity, animals, equipment, or competition from weeds and invasive plants. Describe how planted trees will be protected.

Tree guards will be provided during the winter on all park trees. We also include instruction on proper care of the trees to homeowners when we plant.

7. **Pruning**

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe how pruning will be done.

All trees will be inspected at least once per year and any pruning that needs to be done will be documented and followed up on. Only proper methods of pruning are used by our trained staff.

8. **Tree Warranty and Replacement**

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to the end of the grant, unless loss was due to natural disaster, beyond the control of the project manager, or allowed for in the grant proposal. Describe your warranty and tree replacement plans. If overplanting smaller stock to offset mortality, document the target survival rate at the end of the grant.

Since we buy trees from wholesale nurseries a warranty is typically not given. If a tree fails or appears to be failing we go back and replace those trees in subsequent seasons/years.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Select Playground Equipment for Patriot Park.

We would like to get a decision from the Park Board on which playground to select for replacing Patriot Park. We reached out to the neighborhood and unfortunately did not receive any feedback. While the Corona virus pandemic certainly had an impact on people's response, in order to get playground ordered and installed we need to move forward with a selection. Please keep in mind that people had the option of contacting us if they were unable to come in to the office review options.

We had several staff from multiple departments review the options and provide a vote. Of the proposals submitted the following options received the most votes for consideration.

Lee Recreation Pictures Option 1
 Lee Recreation Pictures Option 2
 Lee Recreation Pictures Option 3
 Minnesota-Wisconsin Pictures Option 1
 Northland Recreation Pictures

I would suggest the Park Board focus a discussion to select one of the five options we have listed above.

ATTACHMENTS:

- RFP.Patriot Park Playground (PDF)
- Landscape Structures Pictures Option 1 (PDF)
- Landscape Structures Pictures Option 2 (PDF)
- Landscape Structures Pictures Option 3 (PDF)
- Lee Recreation Pictures Option 1 (PDF)
- Lee Recreation Pictures Option 2 (PDF)
- Lee Recreation Pictures Option 3 (PDF)
- Minnesota-Wisconsin Pictures Option 1 (PDF)
- Minnesota-Wisconsin Pictures Option 2 (PDF)
- Miracle Pictures Option 2 (PDF)
- Miracle Pictures Option 2 (PDF)
- Northland Recreation Pictures (PDF)

Request for Proposals

Patriot Park Modular Playground Design and Installation



Due: February 25, 2020 at 3:00 pm

Request for Proposals

Patriot 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

Patriot 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 for Patriot Park. Patriot Park is located at 1101 Colleen Lane 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.

Your proposal must be submitted to our office by February 25, 2020 at 3:00 pm. Proposals can be submitted either by paper copy or via email to Marty Kosobucki.

B. City Contact Information

Questions related to this RFP should be directed to:

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

C. Directions for Submittal of Proposal

Firms may submit up to (3) three proposals for consideration. 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 February 25, 2020 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: Patriot 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

The current playground at Patriot Park is over 23 years old and in need of replacement.

In the 2020 budget, the city has allocated \$63,000 for the design and installation of a new modular playground at Patriot Park.

This project is strictly for the design and installation of the playground and does not include the installation of a fall surface, as this project will be bid separately. The City intends to install a poured in place fall surfacing after the playground has successfully been installed. The selected firm shall take this into consideration during their installation and design process.

In addition to installing and bidding the poured in place fall surfacing separately, the City will also handle the installation of a 4'-5' sidewalk around the perimeter of the playground. The selected firm will need to submit final design plans for the City's purpose in lying out and constructing the sidewalk.

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

III. Scope of Services

A. Design Criteria - The firm shall submit up to three proposals for consideration using the following design criteria

1. All components shall be considered commercial grade.
2. All proposals shall be fully compliant with the most current Consumer Product Safety Commission guidelines, ASTM standards and IPEMA certification.
3. All proposals shall be compliant with the American with Disabilities Act (ADA) guidelines for accessibility, play components and design.
4. 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.

5. All play structure posts shall be a minimum of 4" in diameter.
6. All proposals shall be consistent with the dimensions outlined in proposed layout shown in Appendix A-3. Proposals shall be depicted in an area no greater than 4,200 square feet. The shape of the playground layout may conform to the creativity of the playground equipment but is not permitted to exceed 4,200 square feet.
7. All proposals shall be targeted for ages 5-12 years old.
8. The following components shall be included with the proposal.
 - i. One play system designed for ages 5-12.
 1. A minimum of two slides with one of the slides having a maximum height of 6 feet.
 2. A minimum of one climbing event.
 3. Age appropriate play panels.
 - ii. Two bay swing set with arm extension to include:
 1. Three standard molded rubber swing seats.
 2. One molded rubber tot (bucket) swing seat.
 3. One ADA swing.
9. The following components or concepts should not be included with any proposal.
 - i. Roof or canopies.
 - ii. Enclosed tunnels extending more than 2 feet.
 - iii. Zip line structures.
 - iv. Any play component that includes components attached by wire, cable or chain. (Example: no drumming sticks attached by cables) Cable ladders are acceptable.

B. 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.

C. Installation

1. Site Preparation:
 - i. The City shall excavate the area to the proper depth.
 - ii. Prior to installation the City will also bring in the required amount of stone to prepare the site for poured in place surfacing.
 - iii. Prior to installation the City will coordinate the installation of the sidewalk around the playground site.
 - iv. The selected firm will be responsible for drilling all holes and calling in locates.
 - v. The selected firm shall place all spoils in one location, in which the City shall then remove and dispose of.

- vi. The selected firm will be responsible for covering and protecting the new sidewalk from equipment.
- vii. 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. Bag concrete shall be used for securing posts and play equipment. A water source shall be provided to the contractor by the City.
- 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 and submit a written report to the City upon completion. The playground must pass the Playground Safety Inspection 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 area to proper depth.
- C. Install stone base prior to playground installation.
- 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 on a daily basis.
- G. Provide water source to the contractor.

VI. Scheduling

We anticipate the Board of Park Commissioners to select a proposal at their March 19th

meeting. Upon selecting the proposal, a contractor's agreement will be sent to City Council for approval the first week of April. We anticipate the playground removal, site work, and sidewalk to be conducted May – June, with the installation of the playground being completed in July. This schedule/timeline is subject to change based on weather conditions and contractor availability.

VII. Insurance

- A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:
 1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
 2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
 3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
 4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.
- B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

VIII. Proposal Submittals

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

- A. Firm Background and Information
- B. Playground Options
 1. A maximum of three options 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.

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 can be found in the Appendix A-1.

XI. Additional Information

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

An aerial photo depicting the approximate location and proposed layout of the Patriot Park playground can be found in Appendix A-3.

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

Appendix

A-1

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Item	Fee
Patriot Park Playground	
Patriot Playground Option #1	\$
Patriot Playground Option #2	\$
Patriot Playground Option #3	\$

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

Item	Cost

Attachment: RFP.Patriot Park Playground (9435 : Selection of playground equipment for Patriot Park.)

A-2

(Sample Consultant Agreement)

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

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

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

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

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

XII. ALLOCATION OF RISKS

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

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Carey E. Danen, City Clerk

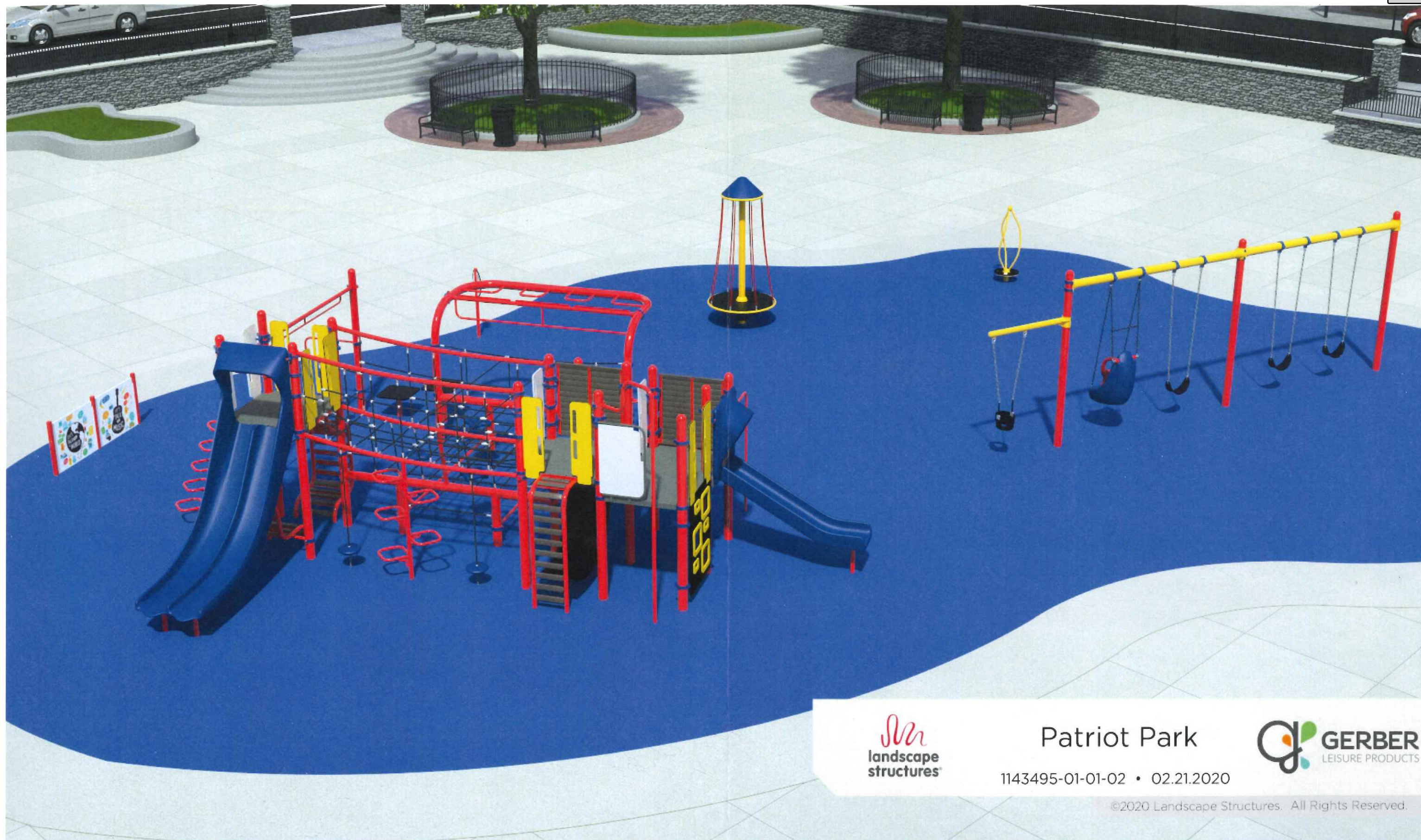
H:\azills\Agreements\Consultant Agreement Template11-25-19.docx

Attachment: RFP.Patriot Park Playground (9435 : Selection of playground equipment for Patriot Park.)

A-3

The included map of Patriot Park shows the approximately location with a sample layout/dimensions of future playground. The actual dimension of the playground may conform to the creativity of the playground design but should not exceed 4,200 square feet and shall be in the approximately location identified.





LS
landscape
structures

Patriot Park

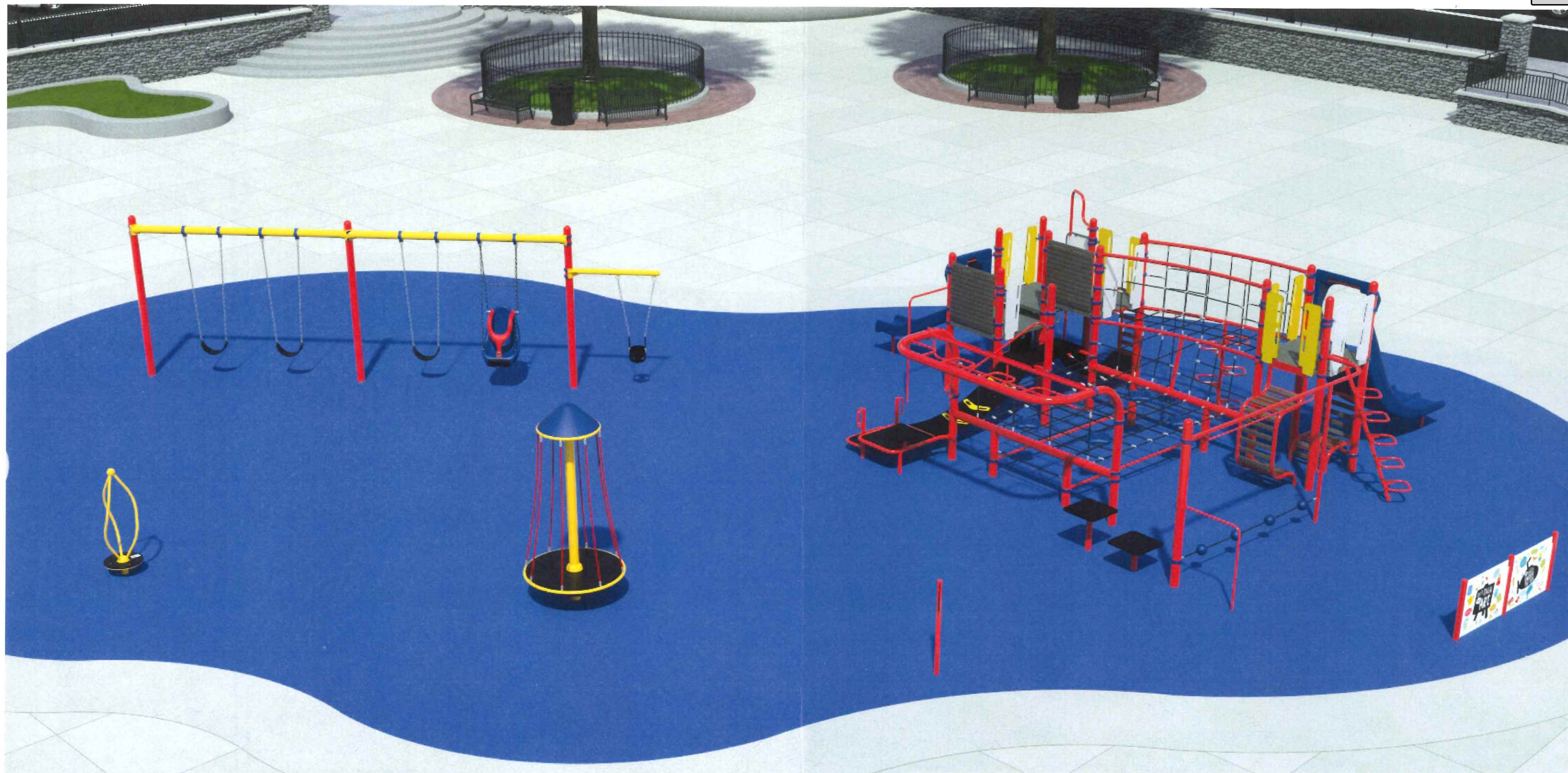
1143495-01-01-02 • 02.21.2020

q GERBER
LEISURE PRODUCTS

©2020 Landscape Structures. All Rights Reserved.

q GERBER
LEISURE PRODUCTS

Option One 3D Rendering **5**



landscape
structures

Patriot Park

1143495-01-01-01 • 02.21.2020

GERBER
LEISURE PRODU

©2020 Landscape Structures. All Rights Reserved

GERBER
LEISURE PRODUCTS

Option One 3D Rendering 6



landscape
structures

Patriot Park

1143495-02-01-01 • 02.21.2020

GERBER
LEISURE PRODUCTS

©2020 Landscape Structures. All Rights Reserved

GERBER
LEISURE PRODUCTS

Option Two 3D Rendering 10



LS
landscape
structures

Patriot Park

1143495-02-01-02 • 02.21.2020

GERBER
LEISURE PRODUCTS

©2020 Landscape Structures. All Rights Reserved.

GERBER
LEISURE PRODUCTS

Option Two 3D Rendering **11**



landscape
structures

Patriot Park

1143495-03-01-01 • 02.21.2020

GERBER
LEISURE PRODUCTS

©2020 Landscape Structures. All Rights Reserved

GERBER
LEISURE PRODUCTS

Option Three 3D Rendering 15



landscape
structures

Patriot Park

1143495-03-01-02 • 02.21.2020

GERBE
LEISURE PRODU

©2020 Landscape Structures. All Rights Reserved

GERBER
LEISURE PRODUCTS

Option Three 3D Rendering 16



LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

info@leerecreation.com • 260 W. Main Street • Cambridge, WI 53523

WWW.LEERECREATION.COM • (800) 775-8937

2.11.e



Attachment: Lee Recreation Pictures Option 1 (9435 : Selection of playground equipment for Patriot Park.)

PROPOSAL #142-127568-1

PATRIOT PARK - OPTION #1

Burke.
PLAY THAT MOVES YOU.

Packet Pg. 68



LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

info@leerecreation.com • 260 W. Main Street • Cambridge, WI 53523

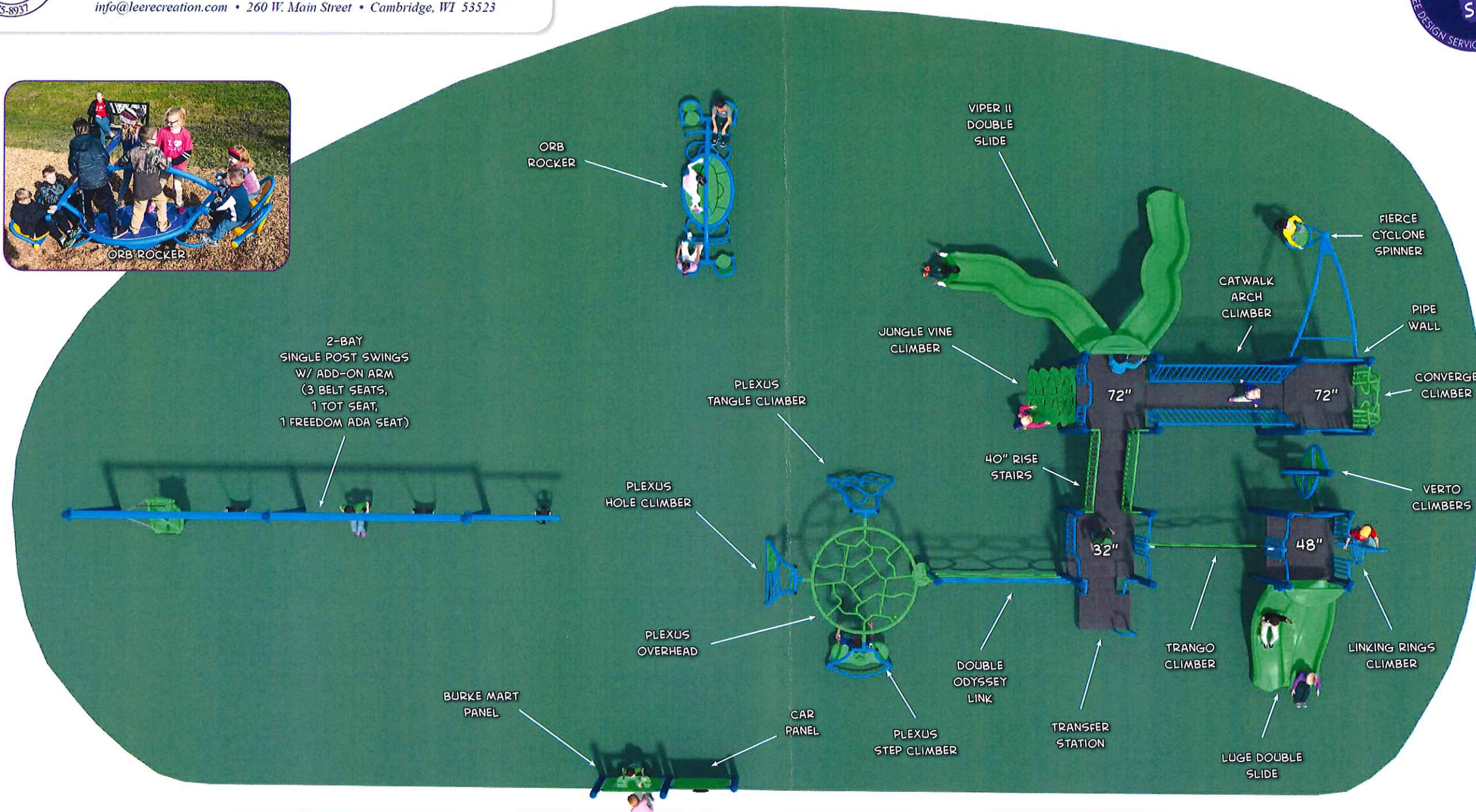
WWW.LEERECREATION.COM (800) 775-8937



2.11.e



ORB ROCKER



USE ZONE: 3,700 SQ FT
AGE RANGE: 5-12
FALL HEIGHT: 8'
OF ACTIVE
PLAY EVENTS: 25
COLORS: NAVY, SKY,
AND LIME



PLEXUS OVERHEAD & CLIMBER



DOUBLE ODYSSEY LINK



FIERCE CYCLONE



LUGE DOUBLE SLIDE



LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

info@leerecreation.com • 260 W. Main Street • Cambridge, WI 53523

WWW.LEERECREATION.COM • (800) 775-8937



2.11.f



Attachment: Lee Recreation Pictures Option 2 (9435 : Selection of playground equipment for Patriot Park.)

PROPOSAL #142-127569-1

PATRIOT PARK - OPTION #2

Burke.
PLAY THAT MOVES YOU.

Packet Pg. 70



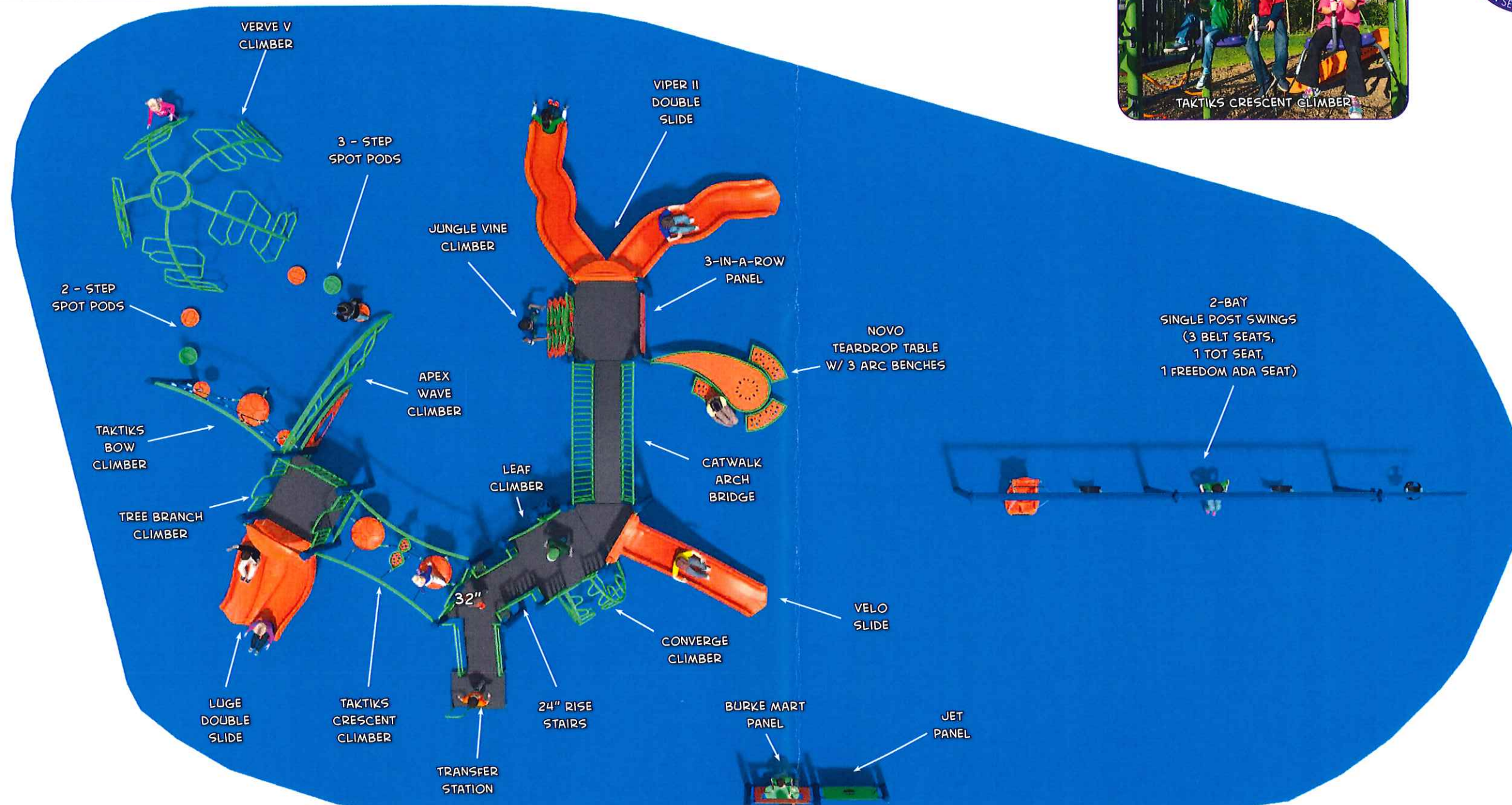
LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

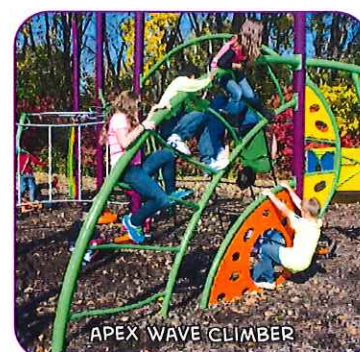
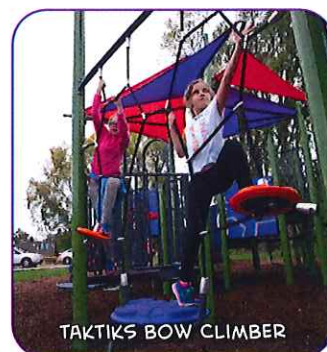
info@leerecreation.com • 260 W. Main Street • Cambridge, WI 53523

WWW.LEEREcreation.COM (800) 775-8937

2.11.f



USE ZONE: 3500 SQ FT
AGE RANGE: 5-12
FALL HEIGHT: 8'
OF ACTIVE
PLAY EVENTS: 25
COLORS: NAVY, ORANGE,
AND LIME





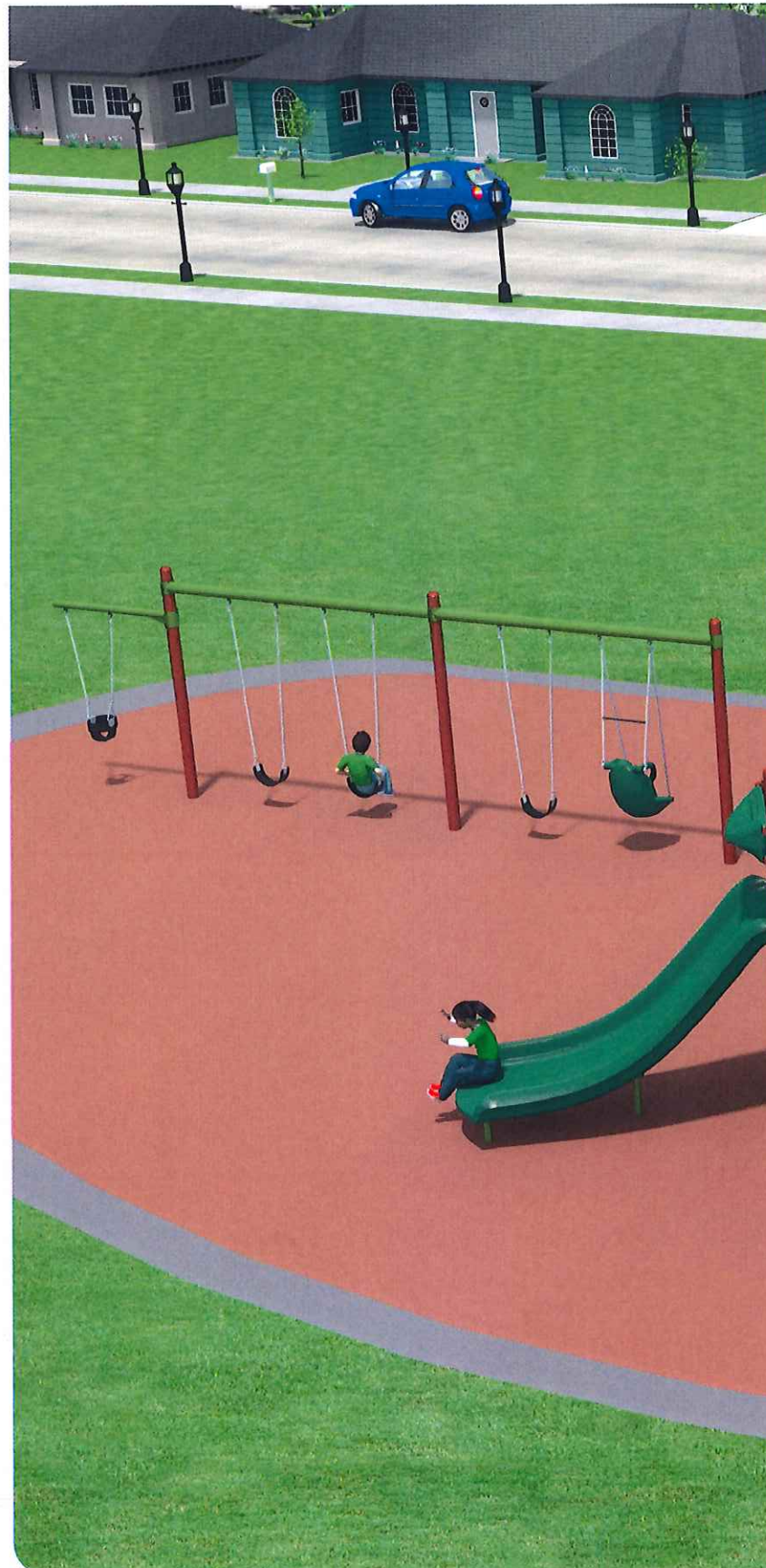
LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

info@leerecreation.com • 260 W. Main Street • Cambridge, WI 53523

WWW.LEERECREATION.COM • (800) 775-8937

2.11.g



PROPOSAL #142-127570-1

PATRIOT PARK - OPTION #3

Burke.
PLAY THAT MOVES YOU.

Attachment: Lee Recreation Pictures Option 3 (9435 : Selection of playground equipment for Patriot Park.)

Packet Pg. 72



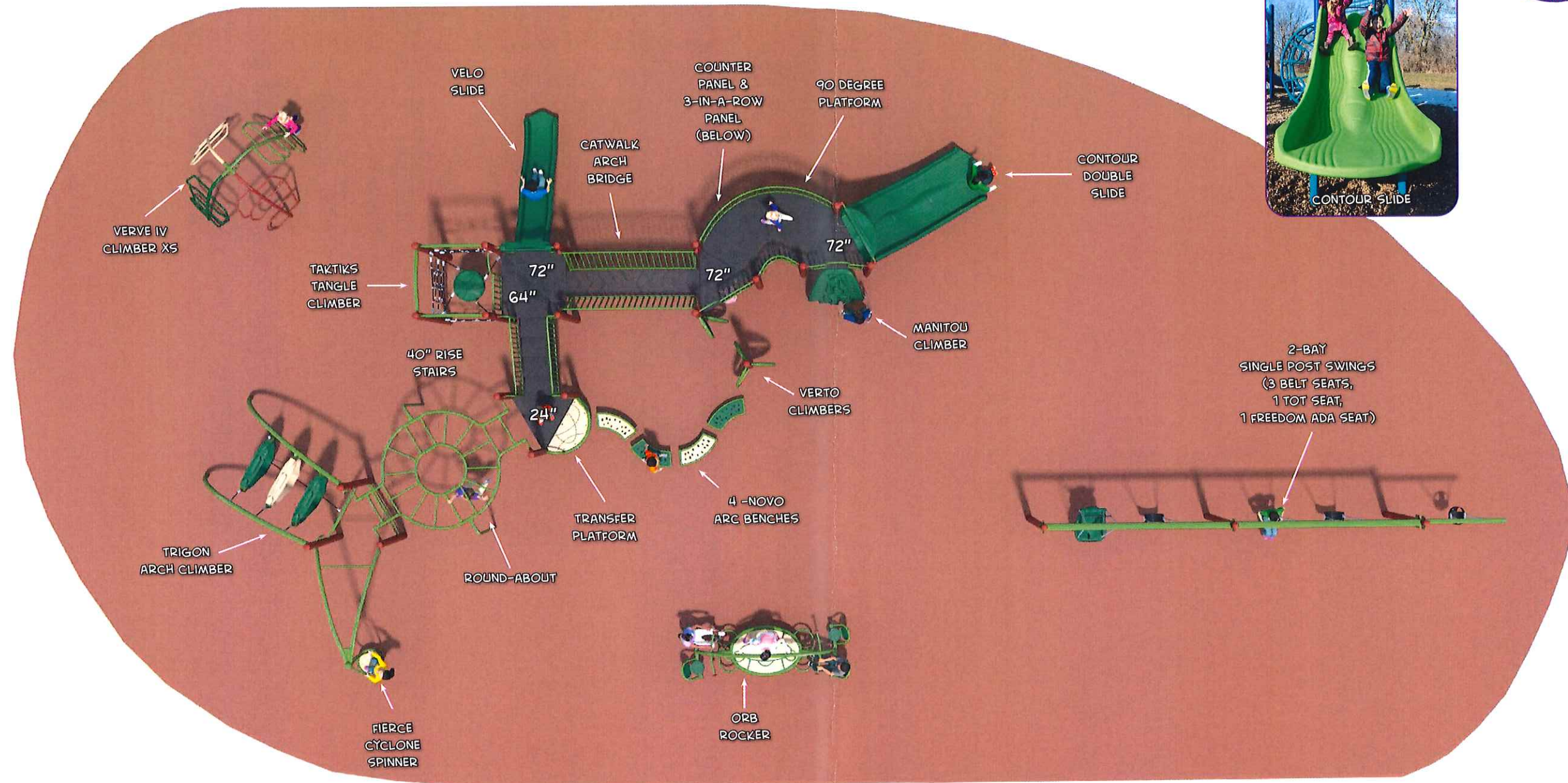
LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

info@leerecreation.com • 260 W. Main Street • Cambridge, WI 53523

WWW.LEERECREATION.COM (800) 775-8937

2.11.g



USE ZONE: 4100 SQ FT
AGE RANGE: 5-12
FALL HEIGHT: 8'
OF ACTIVE
PLAY EVENTS: 23
COLORS: REDWOOD, TAN,
OLIVE, AND GREEN





Plan D10052E - Option 1



Attachment: Minnesota-Wisconsin Pictures Option 1 (9435 : Selection of playground equipment for



Plan D10052E - Option 1



Patriot Park

De Pere, Wisconsin



MINNESOTA • WISCONSIN
PLAYGROUND

Plan D10053E - Option 2

GameTime
A PLAYCORE Company

Attachment: Minnesota-Wisconsin Pictures Option 2 (9435 : Selection of playground equipment for

Patriot Park

De Pere, Wisconsin



MINNESOTA • WISCONSIN
PLAYGROUND

Plan D10053E - Option 2

GameTime
A PLAYCORE Company





Attachment: Miracle Pictures Option 2 (9435 : Selection of playground equipment for Patriot Park.)









Patriot Park



Jungle Climber



Double Wall Climber



Zoom Twist



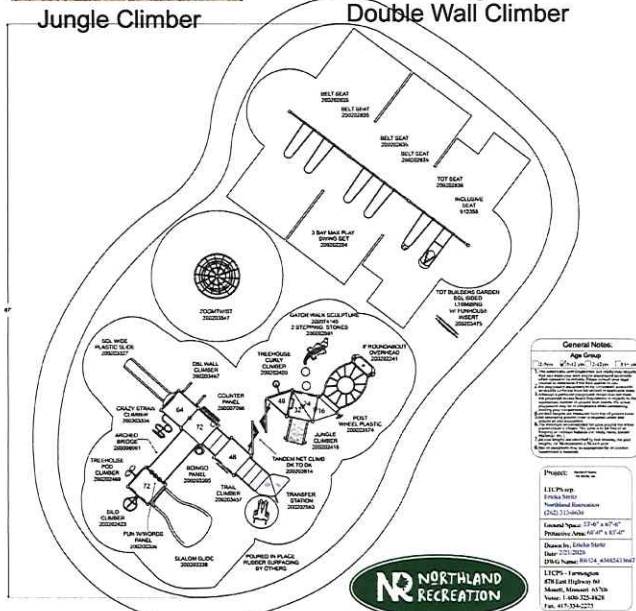
TOT BUILDERS
Garden Sensory Wall



Trail Climber



Silo Climber



Attachment: Northland Recreation Pictures (9435 : Selection of playground equipment for Patriot Park.)



Attachment: Northland Recreation Pictures (9435 : Selection of playground equipment for Patriot Park.)

**City of De Pere, Wisconsin****Request For Board of Park Commissioners Action**

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action Related to VFW Aquatic Facility Features.

We would like for the Park Board to discuss and provide direction on the following item related to the VFW Aquatic Facility.

Water Walk - our current estimate calls for lily pads to be in the Water Walk. The Park Board asked about including in some items with the Lily Pads for the floating pods (such as an alligator or turtle). We investigated the prices and to include a floating pod such as an alligator or turtle the cost would go from \$1,500 to \$4,200 per pod. Currently there are five pods scheduled for the Water Walk. Adding in floating pods other than the Lily Pads would take us well over the projected budget for the Water Walk.

ATTACHMENTS:

- Floatable Pictures (PDF)



Floatable fun

- Recommended 36-60” water depth.
- All floatables require 1 or 2 anchor points embedded into concrete floor.
- All necessary installation hardware may be purchased separately.

PLAYTIME turnkey Water Walk Systems include:

4 Column Water Walk System

- Support Columns
 - Powder Coat Finish
 - Custom Theme Finish
- Overhead Cargo Net
- Floatables
- Floatable Anchor Kits
 - Includes: Chains, Chain Covers, Connectors, Cup Anchor and Eye-Jaw Swivel
- Turndown Pool Edge Pads
- Engineers Stamp

2 Column Water Walk System

- Support Columns
 - Powder Coat Finish
 - Custom Theme Finish
- Overhead Single Rope
- Floatables
- Floatable Anchor Kits
 - Includes: Chains, Chain Covers, Connectors, Cup Anchor and Eye-Jaw Swivel
- Turndown Pool Edge Pads
- Engineers Stamp

As no two pools are the same, we will work with you to design and provide a turnkey Water Walk System that complements your facility and fits within your budget.



Beaver Floatable
96x43x14
HT2208



Clam Floatable
42x38x12
HT2015



Crab Floatable
42x38x12
HT2123



Dolphin Floatable
96x63x23
HT2239



Dragon Floatable
96x53x34
HT2206



Gator Floatable
120x39x19
HT2013

Attachment: Floatable Pictures (9351 : Consideration and action related to VFW Aquatic Facility features.)



Gator Head Floatable
48x24x12
HT2004



Hammerhead Shark Floatable
96x48x23
HT2207



Lily Pad Floatable
36x36x8 - HT2110
42x42x8 - HT2111



Log Floatable
7'6", 90x39x8
HT2146



Manta Ray Floatable
42x42x10
HT2014



Octopus Floatable
57x54x26
HT2115



Lobster Floatable
96x64x17
HT2182



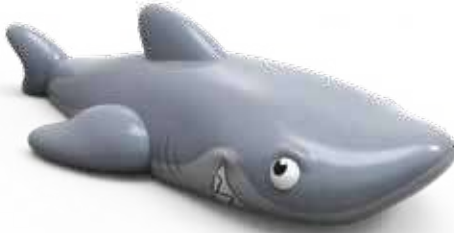
Log Raft Floatable
48x42x8
HT2176



Log Slice Floatable
36x36x8 - HT2017
42x42x8 - HT2002



Sea Turtle Floatable
42x42x12
HT2001



Shark Floatable
96x49x23
HT2181



Snake Floatable
96x33x14 - HT2012
186x42x15 - HT2006



Starfish Floatable
42x40x12
HT2189



Stingray Floatable
42x42x10
HT2184



More Colors Available
Water Pad Floatable
36x36x8 - HT2000
42x42x8 - HT2124

Attachment: Floatable Pictures (9351 : Consideration and action related to VFW Aquatic Facility features.)



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 23, 2020

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Sending Out Request for Proposals for Conceptual Design for a Voyageur Park Multi-Use Building.

Staff is seeking approval from the Park Board to send out Request for Proposals from consulting firms to develop a conceptual design and site layout of a new multi-use building in Voyageur Park. In addition, we would ask the firm to generate a cost opinion.

The City Council approved the concept of a multi-use building in Voyageur Park at their March 3rd meeting. At the council meeting they did not approve funding, however recommended that the Park Board develop an actual plan and cost opinion of the project before the council decides on how and where to find the additional funding.

At this point I would not have a solid estimate of how much a consultant will cost to generate a conceptual design and site layout, however I think the cost will be lower than normal if the Park Board is still interested in keeping a facility consistent with what the City of Greenfield constructed.

I have included in your packet the renderings and some photos of the building constructed in the City of Greenfield.

ATTACHMENTS:

- Rendering and Floor Plan 10-5-17 (PDF)
- outside.III (JPG)
- outside (JPG)





ARCHITECT:
KORB + ASSOCIATES
648 N. PLANKINTON AVE.
SUITE 240
MILWAUKEE, WI 53203
P 414.273.8230

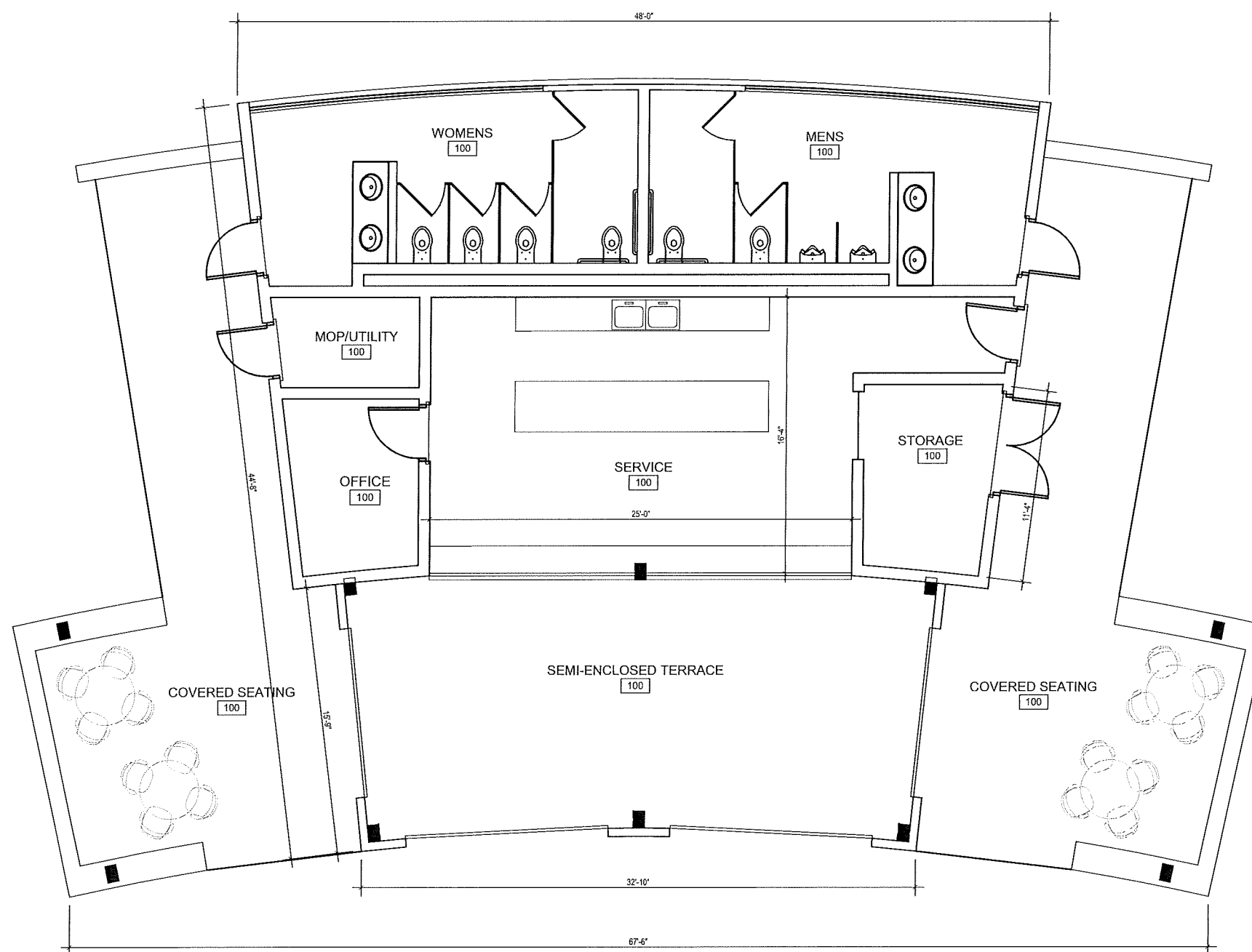
[illegible]

PROJ. NO:	16033
SCALE:	AS NOTED
PHASE:	REVIEW
DATE:	07-25-2017

PLANS

A100

Attachment: Rendering and Floor Plan 10-5-17 (9329 : Consideration of sending out Request for Proposals for conceptual design.)



1 PAVILION FLOOR PLAN



