



Board of Park Commissioners

Regular Meeting

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

Agenda

Thursday, April 20, 2023

6:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 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 20, 2023** at **6:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

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

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

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

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

I. Call to Order

1. Roll Call

II. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Park Commissioners. Section 6-3(f) DPMC

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from March 16, 2023 Meeting.
2. Consideration and Possible Action to Accept a \$1,750 Donation from Tweet/Garot Mechanical for June Beer Garden*
3. Consideration and Possible Action to Approve Flower Bed and Maintenance Around VFW Monument.*
4. Consideration and Possible Action to Approve Reconstruction of the Preserve Trail Crossing on Lawrence Drive.
5. Consideration and Possible Action to Approve Playground Proposal for Legion Park.
6. Consideration and Possible Action to Approve Playground Proposal for Lawton Park.
7. Consideration and Possible Action to Approve Grant Application for Canoe/Kayak Launch to NRDA.*
8. Consideration and Possible Action to Approve Grant Application for Canoe/Kayak Launch to WDNR.*

9. Consideration and Possible Action to Approve Alkalinity System Quote from Carrico Aquatics with an Additional \$860 From Pool Referendum Funding.*
 10. Discussion of Nelson Pavilion Budget Breakdown
 11. Consideration and Possible Action to Approve the Bids for the Nelson Family Pavilion.*
 12. Review and Discussion on Proposed Capital Improvement Plan
 13. Discussion and Review Legion Pool Maintenance Items
 14. Consideration and Possible Action to Approve the Financial Statements for the De Pere Ice Center.
- IV. Staff Updates
1. Staff Update on Ammendment to the Tree Removal Agreement.
- V. Future Agenda Items
- VI. Adjournment

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

Board Members
Alderpersons
Mayor James Boyd
Larry Delo, City Administrator
Tony Wachewicz, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
De Pere Girls Softball
Connor Goodman, Teen Advisor
Madison DeCleene, Teen Advisor
VFW Post 2113
Lee Recreation
Minnesota-Wisconsin Playground
Don Chilson, De Pere Ice Center

De Pere Youth Hockey
De Pere Select Soccer
De Pere Area Chamber of Commerce
Definitely De Pere
Brown County Library – De Pere
TV & Radio Stations
De Pere Rapides Youth Soccer
De Pere Baseball
Christopher Thompson, De Pere School Dist.
Dennis Krueger, WDP School District
Patrick Skalecki, GRAEF
IEI General Contractors
Onsite Logging
Carrico Aquatics
Tweet/Garot Mechanical

***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 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from March 16, 2023 Meeting.

ATTACHMENTS:

- Draft Minutes 3-16-23 (PDF)



Board of Park Commissioners

Regular Meeting

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

Draft Minutes

Thursday, March 16, 2023

6:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 6:30 PM by Board Member Randy Soquet

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

Others in attendance:

Marty Kosobucki, Director of Parks, Recreation, and Forestry; Chelsea Moberg, Recreation Supervisor; and Grace Lahtela, Administrative Assistant.

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

Marty Kosobucki, Director of Parks, Recreation and Forestry introduced Chelsea Moberg, Recreation Supervisor to the Board of Park Commissioners.

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the February 16, 2023 meeting.

Melissa Thiel-Collar moved to approve the Board of Park Commissioners minutes from the February 16, 2023 meeting, seconded by Aldersperson Raasch. Upon vote, the motion passed unanimously.

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

2. Consideration and Possible Action to Approve a \$1,750 donation from Immel Construction for July Beer Garden*

Aldersperson Raasch moved to accept the \$1,750 donation from Immel Construction for the July Beer Garden, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

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

3. Consideration and Possible Action to Approve a \$1,750 donation from Durr Systems for August Beer Garden*

Alderperson Raasch moved to accept a \$1,750 donation from Durr Systems for the August Beer Garden, seconded by Melissa Thiel-Collar. Upon vote, the motion passed unanimously.

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

4. Consideration & Possible Action to Approve a \$600 Donation from Graef for Beer Gardens*

Alderperson Defnet-Ledvina moved to accept a \$600 donation from Graef for the Beer Gardens, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

5. Consideration & Possible Action to Approve Banner Donation from Tundra Apparel & Promotions and Wonder Sign for Beer Gardens*

Alderperson Raasch moved to accept a donation of a banner for the Beer Gardens from Tundra Apparel and Promotions and Wonder Signs, seconded by Alderperson Defnet-Ledvina. Upon vote, the motion passed unanimously.

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

6. Consideration/Possible Action to Approve a \$500 from the De Pere Optimist Club for Easter Egg Hunt*

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

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

7. Consideration & Possible Action to Approve a \$500 donation from the De Pere Optimist Club towards Summer Day Camp T-shirts*

Alderperson Raasch moved to accept a \$500 donation from the De Pere Optimist Club for Summer Camp T-shirts, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

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

8. Consideration/Possible Action to Approve \$200 Donation from De Pere Men's Club for Easter Egg Hunt*

Alderperson Raasch moved to accept a \$200 donation from the De Pere Men's Club for the Easter Egg Hunt, seconded by Melissa Thiel-Collar. Upon vote, the motion passed unanimously.

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

9. Consideration/Possible Action to Approve a \$300 donation from De Pere Area Men's Club for Summer Carnival*

Alderperson Defnet-Ledvina moved to accept the \$300 donation from the De Pere Area Men's Club for the Summer Carnival, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

10. Consideration/Possible Action to Approve a \$300 donation from De Pere Area Men's Club for Senior Picnic*

Alderperson Raasch moved to accept the \$300 donation from the De Pere Area Men's Club for the Senior Picnic, seconded by Melissa Thiel-Collar. Upon vote, the motion passed unanimously.

Randy Soquet thanked all the donors for the donations. Melissa Thiel-Collar also thanked all the donors for the donations. She stated that her children have participated in many of these activities, and they would not be possible without these donations.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Melissa Thiel Collar, Board Member
AYES:	Thiel Collar, Jennings, Kneiszel, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Amy Chandik Kundingner

11. Consideration and Possible Action to Approve Consultant for Wilson Park Master Plan.*

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that at the February Park Board meeting, it was requested for staff to reach out to the three consultants that submitted proposals for the Wilson Park design to see if they were interested in submitting a revised proposal. The revised proposal took out a tremendous amount of research and requested two cost conscious designs developed from the research that the city has already acquired. The lowest revised proposal came back from Rettler and the highest quote came from Graef. All three companies can do the design for Wilson Park. Rettler does more active type recreation design, but is capable of doing the design, but if looking for a more passive recreation area Cedar Corp. and Graef probably have more experience.

Ryan Jennings questioned Rettlers proposal of including a site topographical layout. Marty Kosobucki explained that that was part of the original proposal and was probably listed in error.

Connor Goodman, Teen Advisor, questioned if there was a possibility of designing something inhouse, instead of hiring a consultant. Marty Kosobucki stated that the Engineering Department would be capable of designing something for the park, however the department is down two employees and they do not have time. Also, with City Council approving several ARPA projects, many of these will require the Engineering Departments time.

Melissa Thiel-Collar questioned if staff has a recommendation. Marty Kosobucki stated that staff would recommend Rettler because they are capable of doing the design and are the most cost-effective. If the Park Board wants to go with more experience in developing park master plans, then Cedar Corp. and Graef are more experienced.

Melissa Thiel-Collar stated that Wilson Park has been in this condition for a very long time. If the park is redone, it will probably be a long time before anything additional is done to the park. Melissa questioned if the lowest bidder would be able to create a design that the Park Board is looking for. Marty Kosobucki stated that the city has historically went with the most qualified low bid. Rettler is capable of doing what was asked of them. Cedar Corp and Graef are probably more qualified as a consultant for this project. Alderperson Defnet-Ledvina stated her concern is if the Park Board moves forward with a consultant, there are so many park projects that need to be done. She questioned Marty Kosobucki where Wilson Park would rank on the priority list of projects to be done. Marty Kosobucki stated that when staff prepares the CIP and budget, it is most important to take care of existing items and safety concerns, with anything new coming in at the end. Where Wilson Park would fall would ultimately be the decision of the Park Board and City Council. Marty Kosobucki also explained that when residents look to the city to fully fund a project, there is a process for the projects to get approved. If residents come forward and help with funding the project, then there may be a different priority level above replacing the old existing equipment.

Alderperson Raasch explained that this proposal is just for the design of the park. There is no guarantee that the design from Rettler would come in at the least expensive to develop. Graef did design some other passive recreation areas in the city and have a feel

for what the city is interested in. The best way for this project to move forward is for fundraising to take place and for community involvement. Alderperson Raasch stated he is leaning more toward Graef, or maybe Cedar Corp. because of the experiences the city has had with them in the past.

Ryan Jennings moved to open the meeting to public comment at 6:50 pm, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Joe Nicks provided a brief history of the park. He stated that in 1924 the park was acquired from the school board, and it was named Woodrow Wilson Park. The following year the park board hired a consultant that drew up a design that called for a gravel pathway throughout the park with garden beds and flowers, so a passive recreational area. At the same time, there was talk of developing a band stand in the middle of the park.

Mr. Nicks stated he has lived in De Pere for a long time and the city has a reputation of a place where good plans die. He recognizes there is a risk in the planning process in developing the park. There is immediate work that needs to be done at the park and is concerned that if there is a development plan in place, that this maintenance will not be done. Also, if the park gets some immediate attention, then the design might get put on a shelf and nothing done to it. Mr. Nicks feel that Wilson Park is as deserving as any other park in De Pere and feels that the design should be done; developing Wilson Park should be put in the CIP; and then the development should be completed.

Jim Anderson stated that his request would be to have Marty Kosobucki discuss what the maintenance plan is for the park because that could affect the decision on how the park develops.

Alderperson Raasch moved to return to regular order at 7:02 pm, seconded by Alderperson Defnet-Ledvina. Upon vote, the motion passed unanimously.

Alderperson Raasch addressed Mr. Nick's comments regarding De Pere as a community where good plans die. If there is a good plan, the city finds a way to get it done, but it might take some time to develop. If a plan is not put together, there is nothing to do, and the park will not be developed. Alderperson Raasch also stated that he is not concerned about what the maintenance plan is for the park. He knows that staff will take care of the area.

James Kneiszel agreed that a consultant should be decided on and get a plan developed and there is merit to have a professional design for the park.

Ryan Jennings stated he is reluctant to go with the lowest bidder in this case. With skipping the community input, a consultant that is familiar with the city and has done this type of work should be considered.

Ryan Jennings moved to approve Graef as the consultant for the design of Wilson Park, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

12. Consideration and Possible Action to Approve Consultant for Update to Comp Plan.

Marty Kosobucki, Director of Parks, Recreation, and Forestry provided a summary of the proposals for the Comprehensive Outdoor Plan. He stated that staff went through the proposals and broke out a few key components of three of the seven proposals.

Smithgroup was the consultant that did the city visioning, but way over our budget.

Cedar Corp. provided a very attractive quote, but did not provide any alternative bids.

Cedar Corp. contacted staff and asked if they would be disqualified if they did not provide any alternative bids. Staff told them to submit the proposal, and the Park Board could decide. Latent is out of Chicago and were ranked low due to lack of similar projects and the fees were very difficult to understand and try to compute. After contacting them and adding in additional costs, they were not the lowest bidder. After these three key components were addressed, staff ranked them based on how staff felt like they understood the project; if they have experience developing COMP plans; and if they have the staff and resources to complete the project. Also, a point was given to consultants that have a good base knowledge and working relationship with the city. If the Park Board decides that the alternative bids are necessary, then Cedar Corp. has to be eliminated.

Alderson Raasch feels that the alternative bids A, B, and C are important to do, but questioned if the COMP plan and the alternatives are being looked at as a complete package. Marty Kosobucki explained that the consultant should be chosen to do the COMP plan and if the Park Board feels that the alternatives are important it should be done as a complete package. If the alternatives are to be completed, then Cedar Corp. needs to be eliminated from the consultant list. Marty Kosobucki also stated that the COMP plan is very important because you get additional points when applying for grant funding.

Randy Soquet stated that he feels that the alternative bids are important as well.

Marty Kosobucki stated that budget amount is \$25,000, so with the alternative bids, it would be over budget. The additional funds necessary would come out of the Parkland Dedication Fund, not unassigned reserves.

James Kneiszel stated that the Mead and Hunt proposal looks good.

Alderson Raasch moved to approve the proposal from Mead and Hunt, including the alternative bids of A, B, and C, seconded by Alderson Defnet-Ledvina. Upon vote, the motion passed unanimously.

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

13. Consideration and Possible Action to Approve Adult Athletic Waivers

Alderson Defnet-Ledvina moved to approve the adult athletic waivers, seconded by Ryan Jennings.

Melissa Thiel-Collar questioned if there is a reason that the City Attorney did not include recreational immunity in the waiver. Chelsea Moberg, Recreation Supervisor stated that the City Attorney just said that a general waiver for athletics was needed. Marty Kosobucki, Director of Parks, Recreation, and Forestry stated that staff will reach out to the City Attorney to see if recreational immunity should be included in the waiver. Alderson Defnet-Ledvina amended her motion to include a secondary review with the legal department to see if the waiver should include recreational immunity, Ryan Jennings approved the amended motion. Upon vote, the amended motion passed unanimously.

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

14. Consideration & Possible Action to Approve Pool Rental Contract for SNC Pool Usage

Randy Soquet moved to approve the pool rental contract with St. Norbert College for pool usage, seconded by Alderperson Defnet-Ledvina. Upon vote, the motion passed unanimously.

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

15. Consideration & Possible Action to Approve Seasonal Aquatics Updates

Ryan Jennings moved to approve the recommended season aquatic updates, seconded by Melissa Thiel-Collar. Upon vote, the motion passed unanimously.

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

16. Consideration and Possible Action to Approve Kay Distributing as the Beer Vendor for the 2023 Beer Gardens.

Alderperson Raasch moved to approve Kay Distributing as the beer vendor for the 2023 Beer Gardens, seconded by Jim Kneiszel. Upon vote, the motion passed unanimously.

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

17. Consideration and Possible Action on Replacing Truck 4.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that in the 2023 budget, there is funding to replace a 1-ton truck in the Parks Department in the amount of \$60,000. State vehicle purchasing prices have been non-existent with the way the new car market is now. Seeing this, staff has been scouring the local vendors for replacement vehicles, and these prices have been 30% - 50% higher than budget. To replace the 1-ton truck, the price comes in at \$78,330. If approved, the replacement would have to go to City Council to approve the additional funding. Staff could continue to search to see if anything else comes up or wait until state funding vehicles becomes available again. Alderperson Raasch questioned if there is a reason the dump box would not be used. Marty Kosobucki stated that there would be a dump box, but the picture is for a steel box and the mechanics are recommending a stainless-steel box.

Aldersperson Raasch questioned if a 1-ton truck is necessary. Marty Kosobucki explained that the mechanics and the MSC fleet team reviews the vehicle necessity and with plowing and watering they felt a 1-ton is necessary.

Marty Kosobucki also explained that the vehicle pictured is white. Normally all the new fleet vehicles are red. Staff did reach out to see what it would cost to paint the truck and it would cost an additional \$5,000.

James Kneiszel questioned if staff would consider a wrap for the vehicle. It might be considerably less than what it would cost to paint the truck. Marty Kosobucki felt this was a very good idea and staff could get a cost on the vehicle wrap and list this on the item when it goes to City Council.

Maddison DeCleene, Teen Advisor, stated with the necessity of the vehicle and the uncertainty of availability of new vehicles, it would be a good idea to go through with the purchase.

Aldersperson Raasch moved to accept the bid from Broadway Automotive in the amount of \$78,330 for the replacement of the 1-ton truck, with the option of pricing out the vehicle wrap instead of painting and requesting additional funding from City Council, seconded by James Kneiszel.

Aldersperson Defnet-Ledvina verified that the truck that will be replaced is a 2000. Marty Kosobucki stated that she is correct and there are some vehicles that are from 1998 and 1999 in the fleet.

Upon vote, the above motion passed unanimously.

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

IV. Staff Updates

1. Staff Update on Wilson Park Maintenance

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that staff plans to get the brush along the fence line cleaned up and this should be done within the next month, weather dependent. In early spring/summer staff will do some tree trimming and freshen up the woodchips. Ideally, we would like to have the summer seasonals to have started because we only have 5 employees to do all the grass cutting and field maintenance.

Connor Goodman, Teen Advisor, questioned if it is possible to get some community involvement to help clean up the park. Marty Kosobucki stated there are groups that reach out to help around the parks and the beautification committee that adopts roundabouts, but there is only so much that can be done.

Connor Goodman, Teen Advisor, stated that he will pitch the idea to his National Honor Society to see if they would be interested in helping clean up the park. Marty Kosobucki stated that would be a great idea and appreciated.

RESULT:	DISCUSSED
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2. Staff Update on Status of the Nelson Family Pavilion.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that there have been several different developments that occurred with the Nelson Family Pavilion.

First, the pavilion will have a maximum capacity of 49 because a second exit door could

not be incorporated in the design. This should not be a problem because the garage doors can be opened, and occupants can use the patio area. Also, the door access controls were not included in the bid. The IT Department wanted these to be purchased separately, along with the security equipment. Also, from entertainment requests, the company switch was upgraded from a 60-amp switch to a 100-amp switch. The project is currently out for bids, with bids due on April 6th.

Alderson Defnet-Ledvina questioned why the garage doors do not count as a door.

Marty Kosobucki thought it was because of the opening mechanism of the garage doors in case of a fire.

RESULT:	DISCUSSED
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V. Future Agenda Items

None

VI. Adjournment

Melissa Thiel-Collar moved to adjourn the meeting at 7:40 pm, seconded by Ryan Jennings. 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 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration and Possible Action to Accept a \$1,750 Donation from Tweet/Garot Mechanical for June Beer Garden*

ATTACHMENTS:

- Tweet Garot Mechanical - Beer Gardens 2023 (DOCX)

CITY OF DE PERE

Community Center

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



TO: Board of Park Commissioners

FROM: Paula Rahn, Recreation Superintendent

DATE: March 16, 2023

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

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

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

Thank you for your time and consideration.

Donation Information:

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

To: De Pere Parks & Recreation Department

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

Amount: \$1,750



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Flower Bed and Maintenance Around VFW Monument.*

ATTACHMENTS:

- Memo.VFW Flowers (PDF)

CITY OF DE PERE MEMO



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

RE: VFW Memorial Flower Bed and Maintenance

The De Pere VFW has offered to put in a flower bed next to the VFW Monument and maintain it. We think this is a great idea and highly appreciate the support to install and maintain. Staff recommends accepting the proposal from the De Pere VFW.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Reconstruction of the Preserve Trail Crossing on Lawrence Drive.

ATTACHMENTS:

- Memo.Lawrence Drive reconstruction (PDF)
- Lawrence Drive_DePere The Preserve_Park Board Memo (04 10 2023)(PDF)
- PIM Exhibit - PED CROSSING (PDF)

CITY OF DE PERE MEMO



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

RE: Lawrence Drive reconstruction

In your packet of information you have information pertaining to the reconstruction of Lawrence Drive and its impact on the Preserve Trail Park and trail crossing. In reviewing the proposal, staff is in support of the reconstruction and plans and recommend the Board of Park Commissioners also supports.

memorandum



To: De Pere Board of Park Commissioners
 From: Chuck Karow/Mark Sauer, Mead & Hunt, Inc.
 Cc: Eric Rakers, Marty Kosobucki
 Date: April 10, 2023

RE: Lawrence Drive Reconstruction, WisDOT Project: 4985-00-61/62

PETITIONER: Mead & Hunt, Inc. obo De Pere Public Works.

De Pere Public Works (DPW) in partnership with the Wisconsin Department of Transportation (WisDOT) is undertaking the reconstruction and widening of approximately 0.5 miles of Lawrence Drive between Scheuring Road/County F and approximately 550 feet south of Fortune Avenue.

Mead & Hunt, Inc. is the project design engineering and environmental consultant.

PROPOSED PROJECT: Reconstruction and widening of Lawrence Drive to add bike lanes.

Lawrence Drive will be reconstructed to include one 11-foot travel lane in each direction and will extend the center two-way-left-turn-lane (TWLTL) that exists south of the project limit to the north project limit. The reconstruction will include the addition of bike lanes in each direction. A signed bicycle route on this section of Lawrence Drive is recommended within the Bicycle and Pedestrian Plan section of the City of De Pere Comprehensive Plan to provide a complete transportation system. Sidewalk and curb ramp replacement is required in some locations to comply with ADA standards.

SCHEDULE: Construction in 2024.

The reconstruction project is currently scheduled for construction in 2024, generally spring to fall. Phased construction will have a signed detour route utilizing Southbridge Road to American Boulevard to Scheuring Road. The project is currently in engineering design and is wrapping up the NEPA compliance.

A public meeting was held for the project on March 2, 2023, at the City of De Pere Municipal Services Center and live streamed on the internet via a GoToMeeting session. Additional information is available here: <https://www.deperewi.gov/topic/subtopic.php?topicid=559&structureid=105>

BACKGROUND: The Preserve and potential impacts.

Within the project area, the city owns, maintains, and has jurisdiction over a 76-acre natural resource area with a recreation trail, known as The Preserve. The Preserve abuts Lawrence Drive and the Preserve Trail (a paved path winding through the natural resource area) crosses Lawrence Drive within the project area. This trail continues east with an easement on the adjacent property and winds further through the West Side Business Park on publicly owned lands.

Section 4(f) of the US Department of Transportation Act of 1966 requires evaluation of use and impacts, both permanent and temporary, to parks and recreational facilities on transportation projects.

Evaluation of impacts is made by the Official with Jurisdiction over the resource. The City of De Pere Parks, Recreation & Forestry Department / Board of Park Commissioners, is the Official with Jurisdiction.

Projects that have no permanent impact, but temporarily limit the access to or use of a park or recreation facility can be considered for a "Temporary Occupancy" exception to full evaluation of impact. In short, temporary impacts are considered minor.

IMPACTS: Temporary impacts at The Preserve crossing of Lawrence Drive.

At The Preserve crossing of Lawrence Drive, a rapid-rectangular flashing beacon (RRFB) will be installed which is expected to improve safety (awareness, visibility, traffic calming). A median pedestrian refuge will also be added. Minor adjustments to the existing on-street parking at the trail crossing will be made to improve visibility for all users of the trail and Lawrence Drive, alike. A detour of the trail crossing will be made either north to Scheuring Road or south to Employers Boulevard during construction.

The proposed project actions are consistent with the City's long-range Comprehensive Outdoor Recreation Plan and are expected to improve the conditions for recreation for local residents and visitors of De Pere.

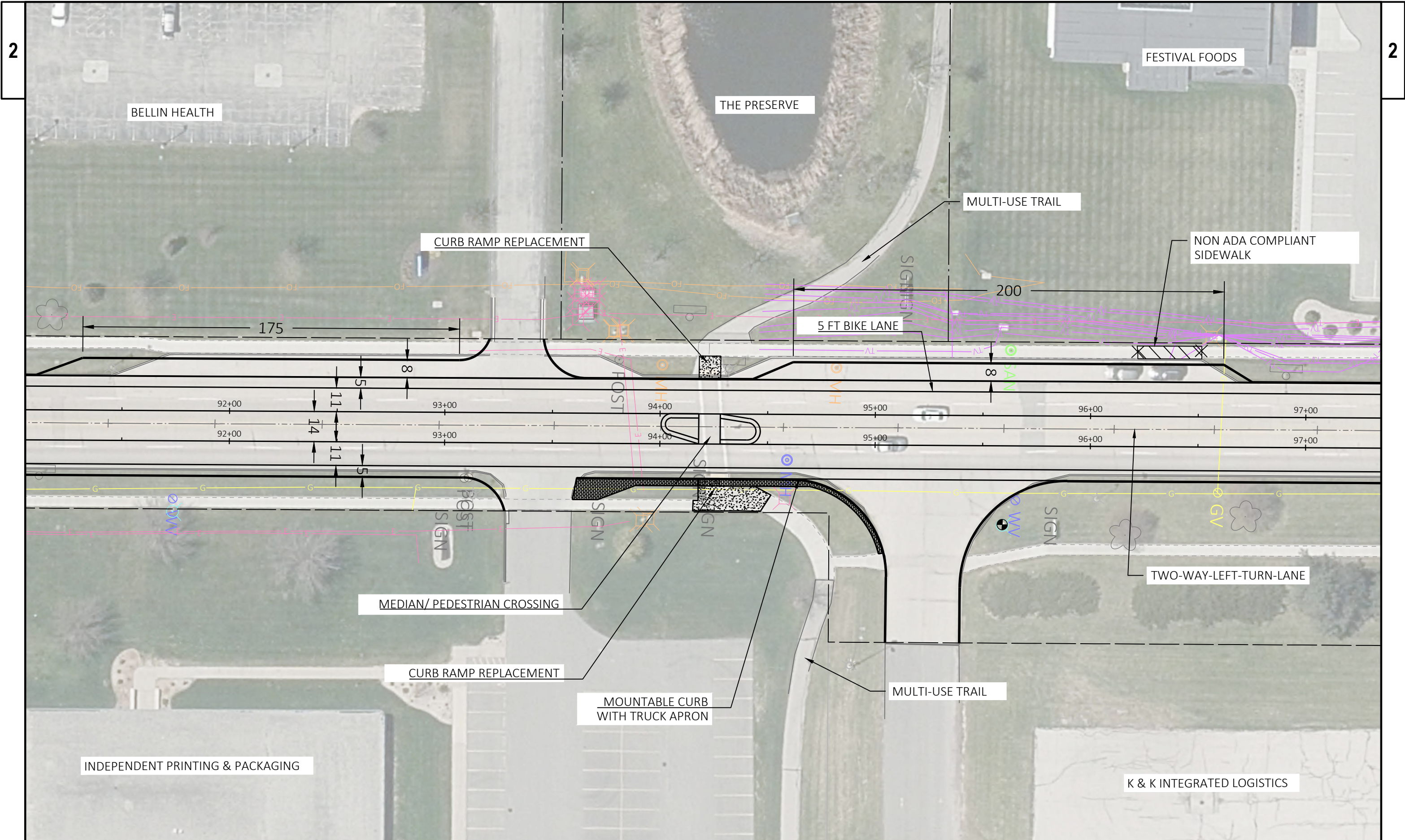
REQUESTED ACTION / POTENTIAL MOTION: Concurrence with Temporary Occupancy Exception to use of The Preserve

If so desired:

"The Board of Park Commissioners concurs with the De Pere Parks, Recreation, and Forestry Department that the Lawrence Drive reconstruction will have no permanent adverse physical impacts, nor will there be any interference with the protected activities, features, or attributes of The Preserve. The proposed project will enhance the trail crossing of Lawrence Drive with a rapid-rectangular flashing beacon and median pedestrian refuge and improve visibility and access for parking. There will be no change in ownership of the land and the work here will be of short duration compared to the time needed for construction of the entire project. The Preserve will be fully restored to a condition at least as good as prior to the project. "

EXHIBITS:

Public Involvement Meeting Exhibit of Crossing



PROJECT NO: 4985-00-61	HWY: LAWRENCE DRIVE	COUNTY: BROWN	PRESERVE TRAIL CROSSING	SHEET E
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City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Playground Proposal for Legion Park.

ATTACHMENTS:

- Memo.Legion Playground (PDF)
- RFP.Legion Woods Playground.Final with Appendices (PDF)
- Lee Recreation - Legion Woods Playground Proposal (PDF)
- MN-WI Proposal - Legion Woods Playground - Option 1 (PDF)

CITY OF DE PERE MEMO



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

RE: Legion Playground

Due to timing issues, we will bring you a summary of the playground proposals and staff opinion to the April 20 Park Board meeting.

Request for Proposals

Legion Park Modular Playground Design and Installation



Due: April 10, 2023 at 3:00 pm

Request for Proposals

Legion Park Modular Playground Design and Installation

Table of Contents:

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

Request for Proposals

Legion Park Modular Playground Design and Installation

I. Introduction

A. Project Summary

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

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

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

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

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

Proposals must be submitted to our office by April 10, 2023, at 3:00 pm. Proposals can be submitted either by paper copy or via email to Marty Kosobucki.

B. City Contact Information

Questions related to this RFP should be directed to:

Marty Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
920-339-4065
mkosobucki@deperewi.gov

C. Directions for Submittal of Proposal

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

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

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm, on April 10, 2023, at the following address:

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

Packages containing the proposal shall be clearly marked on the outside by indicating: **Legion Park Playground.**

D. Pre-Proposal Meeting

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

II. Project Description

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

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

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

III. Scope of Services

A. Design Budget

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

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

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

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

C. Design Completion

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

D. Installation

1. Site Preparation:

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

2. Installation

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

IV. Meetings

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

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

V. City Responsibilities

The city will be responsible for the following:

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

VI. Scheduling

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

VII. Insurance

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

additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

VIII. Proposal Submittals

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@deperewi.gov or deliver, either in – person, or by courier or mail to: City of De Pere, Legion Park Playground Proposal, 925 S. Sixth Street, De Pere WI 54115

A. Firm Background and Information

B. Playground Options

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

C. Similar Projects

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

D. References

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

E. Timeline

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

F. Fee

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

IX. Delivery

The deliverables for this project include the following:

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

X. Fee

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

XI. Additional Information

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

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

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

Appendix

A-1

Proposed Fee Schedule Worksheet

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Email: _____

Signature: _____

Item	Fee
Legion Park Playground	
Legion Park Playground	\$

Please answer:

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

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

Item	Cost

Legion Park

Proposed Playground

Legend



Proposed Legion Woods Playground



3.5.b

Legion Park

City of De Pere
Brown County, WI

S ADAMS ST

CHARLES ST

Legion Park

±2,500
SqFt

50'

50'

S WEBSTER AV



1 inch = 80 feet

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

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those _____ services described in the City's Request for Proposals _____, dated _____, attached and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. 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.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

The Contractor shall maintain during the course of the project, 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 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

(1) All Owned Autos

(2) All Hired Autos

- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of 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 that

they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. 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 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 Contractor's services, the Contractor 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 Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration

Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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.

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention:
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Name of Business
Attention:
Address:

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

Name of Contractor

By:

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

City Attorney

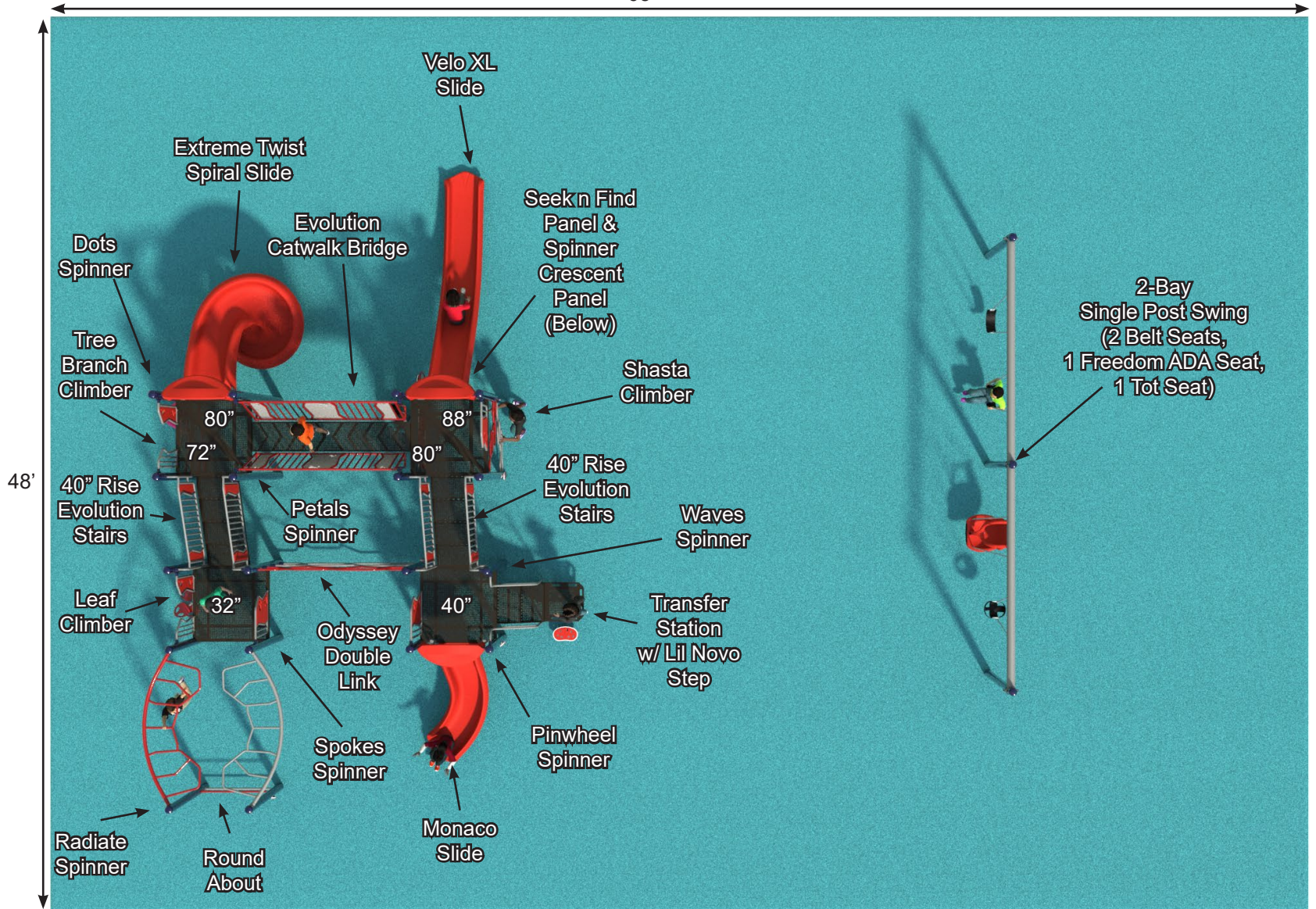
J:\Law\Agreements\Contractor Agreement Template1-5-23.docx



COLOR KEY	
	NAVY
	RED
	SILVER
	GRAY



68'



48'

SERIES LINE: Nucleus | Burke Basics

SITE PLAN VIEW

Legion Park

1212 Charles St.
De Pere, WI 54115

04/06/2023

Lee Recreation, LLC

142-041023-1

Designer: Ryan Lee

DESIGNED FOR AGES:
5 to 12

Burke
PLAY THAT MOVES YOU

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

OVERALL BOUNDING OF USE ZONES

Use Zone: 48' x 68'
Parameter: 232'

POST SIZE(S) 5"

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

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
21	9	9/5	0/0	12/3	3/3

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

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

**City of DePere
Legion Park Playground
Design #142-041023-1**

***Nucleus Playstructure Designed for ages 5-12 years
21 Active Play Events for an Estimated 100 users***

ADA Accessibility Guideline – ADAAG Conformance

Number of Play Events – 21

Number of Elevated Play Events – 9

Number of Elevated Play Events Accessible by Transfer Station – 9--Required – 5

Number of Ground Level Play Events -Provided 12 – Required – 3

Number of Types of Ground Level Play Events - Provided 3– Required – 3

PLAY COMPONENTS INCLUDED:

DECKS

2-Square

2-Split Square

BRIDGE

Evolution Arched Catwalk Bridge

SLIDES

Velo XL Straight Slide @ 88" Deck Ht.

Monaco Curved slide @ 40" Deck Ht.

Extreme Twist Spiral Slide @ 80" Deck Ht.

CLIMBERS

Odyssey Double Post Link

Evolution 40" Stairs

Leaf Climber

Tree Branch Climber

Transfer Station with Lil Novo Bean Step

Shasta Climber

UPPER BODY EVENT

Round-A-Bout with End Rungs

PLAY ACTIVITY PANELS

Spinner Crescent Panel

Seek 'n Find Panel

Post Mount Spinners: Dots, Petals, Pinwheel, Radiate, Spokes, Waves

Independent Play Events:

2-Bay Single Post Swing Assembly

Includes: 2-Belt Seats, 1-Infant/Tot Seat, 1-Freedom Inclusive Swing Seat

A-1

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

Company Address: _____

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

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

Please answer:

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

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

Item	Cost

REFERENCES FOR LEE RECREATION, LLC

Josh DePouw
Building & Grounds Director
Green Bay Public Schools
226 N. Baird St.
Green Bay, WI 54313
jjdepouw@gbaps.org
Phone: (920)680-4418

Matt Hendricks
Park Director
City of Shawano
220 E. Division St., Shawano WI 54166
Email: mhendricks@cityofshawano.com
Phone (715)853-2276

Ray Maurer
Parks Director
Oshkosh Parks Dept.
805 Witzel Ave.
Oshkosh, WI 54902
Phone: 920-236-5080
rmaurer@ci.oshkosh.wi.us

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3.5.c

10/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ray Smith Insurance Agency, Inc. 6900 Wedgwood Road Suite 302 Maple Grove MN 55311		CONTACT NAME: Steve Holmquist PHONE (A/C, No, Ext): 763-259-0101 E-MAIL ADDRESS: steve@raysmithins.com FAX (A/C, No): 763-259-0102		
INSURED Lee Recreation, LLC PO Box 93 809 Bluebird Pass Cambridge WI 53523 LEERECCR-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Cincinnati Specialty Underwriters Insurance Compan		13037
		INSURER B : Owners Insurance		32700
		INSURER C : Auto-Owners Insurance Company		18988
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 880763316**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CSU 0150027	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5256621400	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CSU0150029	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ Y ☒ N/A			A106558210	11/1/2022	11/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

OFFICE COPY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BURKE BUILT® QUALITY



HANDCRAFTED IN AMERICA'S HEARTLAND

Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. We have factory-direct customer service representatives that are available to answer questions, help with replacement parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! They are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BCIBURKE.COM

Burke
PLAY THAT MOVES YOU.

800.266.1250

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Packet Pg. 48

BURKE BUILT® QUALITY

DISCOVER THE VALUE OF INVESTING IN A BURKE PLAYGROUND:

KoreKonnnect® Direct-Bolt Clamp System: Burke's Nucleus® play system features our Industry-leading KoreKonnnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnnect is covered for 100 years under our non-prorated Generations Warranty®.

Direct-Bolt Connection System: Synergy®, Intensity®, ELEVATE® Fitness Course and ACTIVATE® Fitness Circuit feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKonnnect® Deck Mounting System: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

Platforms: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

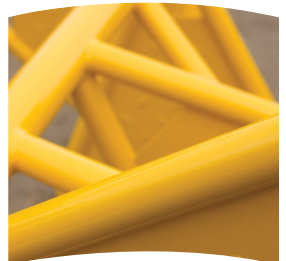
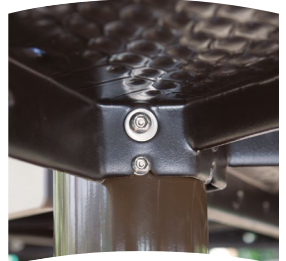
Tamper-Resistant Stainless Steel Hardware: All hardware is covered for 100 years under our Generations Warranty.

Premium Powder Coatings: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

Compound Plastics with UV-20: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

Climbing Cables: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

Aluminum Connectors: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.



Burke SUSTAINABILITY

As we create new playgrounds for kids, we like to think we're helping get our children ready for the future. But it's also important to create a future that's ready for the kids. In other words, we have a critical role in ensuring that the world remains a safe and hospitable environment for generations to come. That's why Burke is committed to a wide range of initiatives to reduce our carbon footprint, save energy, recycle materials and continually reduce the environmental impact of our manufacturing processes.

ISO 14001:2015 Certified: It's one thing to say you're committed to environmentally sustainable operations. It's another to actually build strict environmental controls into your manufacturing processes. That's just what we at Burke have done, and it earned the ISO 14001:2015 certification.

PVC: All of our PVC is free of hazardous heavy metals such as lead. In addition, we have reduced the levels of phthalate plasticizers. Our PVC products comply fully with the industry-leading California standards.

Use of Recycled Materials: We carefully determine the material composition of our products to balance our responsibilities to a sustainable environment with our commitment to provide high-quality, safe, durable equipment. A typical Burke playground structure and its components has an average recycled content of approximately 35%. This is determined by reviewing the materials in the components.

Recycling: Burke on average recycles over 30 tons of HDPE (high-density polyethylene) and more than 60 tons of metal.

Energy: Burke has invested in energy efficient lighting that has reduced our total energy consumption by 16%. We are constantly assessing our energy use in our offices, manufacturing plant and transportation methods. With the Alliant Energy Second Nature™ Program, we are able to support further development of clean energy. We purchase 20% of our energy from wind and other renewable sources through this program. To green-up the additional 80% of our electricity usage, we've partnered with Greenlight Energy, which means 100% of our electricity comes from wind and other renewable sources.

U.S. Environmental Protection Agency Green Power:

We've also partnered with the EPA's Green Power program. Through this partnership, we meet specific goals for green energy use and report to the EPA on our usage each year. The program ties in with our focus to use and support the development of renewable energy.



**100% OF OUR
ELECTRICITY
COMES FROM
WIND AND OTHER
RENEWABLE
SOURCES.**



Burke SUSTAINABILITY

ESTIMATED AVERAGE RECYCLED CONTENT USED

Type of Material	Found in These Products	Pre-Consumer	Post-Consumer
Aluminum Posts & Extrusions	Structure Posts, Koaster Rails	75%	30%
Aluminum Castings	Post Caps, Clamps, Brackets	50%	30%
Cardboard	Shipping Containers	25%	35%
Packaging & Wrapping Scrim	Shipping Materials	30%	20%
Recycled Plastic Boards	Recycled Roofs, Benches	90%	95%
Recycled Plastic Boards	ClubHouse™ Panels, Roofs	75%	100%
Rotomold StoneBorder Plastics	StoneBorders	75%	100%
Stainless Steel	Brackets, Slides	40%	40%
Steel Sheet	Platforms, Steps, Brackets	30%	30%
Steel Tube	Posts, Climbers, Supports	50%	0%

BCI Burke actively maintains an environmental management system in compliance with the requirements of ISO 14001:2015 and adheres to the federal requirements of the EPA. All of the materials listed above constitute recyclable product, in areas where such recycling facilities exist. BCI Burke is committed to providing innovative and superior quality park, playground and recreation equipment to our customers by using materials and processes that minimize the creation of wastes and pollution. We will consistently examine our process and products to ensure the continual improvement of our Quality and Environmental Management Programs.



**“PROPOSAL FOR
CITY OF DE PERE RFP
LEGION PARK – OPTION 1
PLAYGROUND EQUIPMENT AND INSTALLATION”**

DUE: APRIL 10, 2023 BY 3:00 PM

Minnesota Playground Inc., dba, Minnesota Wisconsin Playground

P.O. Box 27328

Golden Valley, MN 55427

Company Contact: Russell Williams, 763-546-7787

April 3, 2023

Minnesota Playground INC., dba Minnesota Wisconsin Playground
P.O. Box 27328 | Golden Valley, MN 55427
1-800-622-5425 | 763-546-7787 | (F) 763-546-5050
info@mnwiplay.com | www.mnwiplay.com



April 3, 2023



Marty Kosobucki
De Pere Park, Rec., and Forestry Dept.
925 S. Sixth Street
De Pere, WI 54115

RE: Furnish and Install Play Equipment – Legion Park.

Good Day!

Thank you for the opportunity to offer our proposal for the furnish and installation of your new playground at Legion Park. Enclosed please find our proposal that'll help explain how our submission exceeds the project criteria as outlined in your request for proposal.

Minnesota/Wisconsin Playground has been your exclusive GameTime representative for 41 years in the Upper Midwest. GameTime themselves have been 'Enriching Childhood Through Play' since 1929 and proudly manufacture here in the United States. This unequalled partnership ensures you're dealing with companies on solid ground as well as shows you we have the knowledge to assist you with a project of this magnitude. While no one can say "they've seen everything", there's over 225 combined years of experience you will be able to draw from within our organization to help your project run as smoothly as possible.

Many people from our company will be available to assist in any manner needed but I will be your single point of contact as the project manager for your new play area.

Again, many thanks for your time and consideration. We look forward to the chance to be a part of your incredible project.

Sincerely,

Minnesota Playground, Inc.
dba, Minnesota Wisconsin Playground

Eric Denning, General Manager

A-1

Proposed Fee Schedule Worksheet

Company Name: Minnesota Wisconsin Playground

Company Address: 5101 Olson Memorial Hwy

Company Address: Golden Valley, MN 55422

Company Representative: Russell Williams

Email: Russell@mnwiplay.com

Signature: *Russell Williams*

Item	Fee
Legion Park Playground	
Legion Park Playground	\$ 65,000

Please answer:

Company agrees the playground shall be installed by September 1, 2023. Yes X No

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

Item	Cost
N/A	



Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | russell@mnwiplay.com

04/01
Quote #
103588-01-01

3.5.d

CONSULTANT: RUSSELL WILLIAMS

Legion Park - Option 1 - De Pere, WI - D11696R

City of De Pere
Attn: Marty Kosobucki
335 S. Broadway
De Pere, WI 54115
Phone: 920-339-4065
Fax: 920-339-4071
mkosobucki@mail.de-pere.org

Ship to Zip 54115

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScope Play Unit Ages 5-12	\$36,109.50	\$36,109.50
		(1) 80001 -- 49"Tri Punched Steel Deck		
		(1) 81473 -- Horiz Ladder Link 98"		
		(1) 81670 -- Crunch Bar		
		(1) 81699 -- Bongos		
		(2) 90004 -- Two Piece Hex Deck		
		(1) 90021 -- 2'-0" Transfer System W/ Barrier		
		(1) 90193 -- 2'-6"/3' Single Curved Zip Slide		
		(2) 90266 -- 8' Upright, Alum		
		(2) 90267 -- 9' Upright, Alum		
		(2) 90268 -- 10' Upright, Alum		
		(2) 90269 -- 11' Upright, Alum		
		(3) 90270 -- 12' Upright, Alum		
		(1) 90297 -- 5'-6"/6' Wavy Tree Climber		
		(1) 90366 -- Sloped Funnel Climber W/Barrier		
		(1) 90369 -- River Rock Climber		
		(1) 90391 -- 3'-0" Overhead Climber Access Ladder		
		(1) 90492 -- Funnel Enclosure W/Guardrail		
		(1) 90506 -- 6' Single Wave Zip Slide		
		(1) 90573 -- Scramble Up (3'-6" To 5'-0")		
		(1) 90610 -- Contoured Panel (Above)		
		(1) 90653 -- 3'-6"/4'-0" Zip Swerve Slide Left		
		(1) 90655 -- Pod Climber		
		(4) 91208 -- Climber Entryway - Guardrail		
		(1) 91209 -- Climber Entryway - Barrier		
		(1) 91712 -- Modern Transfer w/Guardrail 2' Rise		
		(2) G90267 -- 9' Upright, Galv		





Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | russell@mnwiplay.com

04/0
Quote #
103588-01-01

3.5.d

CONSULTANT: RUSSELL WILLIAMS

Legion Park - Option 1 - De Pere, WI - D11696R

Quantity	Part #	Description	Unit Price	Amount
		(4) G90268 -- 10' Upright, Galv		
		(2) G90269 -- 11' Upright, Galv		
1	RDU	GameTime - PowerScape ADA Swing Set	\$8,621.00	\$8,621.00
		(1) 5166 -- Expression Swing w Adaptive Seat 5"		
		(3) 8917 -- Super Seat 2 5"Od(8917)		
		(1) 10847 -- Ada Two-Place Swing F/S, 5" Od		
		(1) 10848 -- Ada Two-Place Swing Add-A-Bay, 5" Od		
1	INSTALL	Install - Installation of Play Equipment- Includes layout and digging for post holes Includes assembly and installation of play equipment Includes disposal of packaging	\$12,600.00	\$12,600.00
1	AUDIT	Other - Safety Inspection Audit	\$2,000.00	\$2,000.00
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00
			Sub Total	\$59,414.50
			Freight	\$4,991.74
			Total	\$64,406.24

Comments

Customer is responsible for demolition and removal of existing play equipment
Customer is responsible for excavation and site preparation, site to be flat and level with less than 1% grade change
Customer is responsible for accepting, unloading, and storing play equipment
Customer is responsible for safety surfacing
Customer is responsible for concrete border/sidewalk around site

This quotation is subject to current Minnesota/Wisconsin Playground (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Minnesota/Wisconsin Playground.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, Minnesota Wisconsin Playground (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.





Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | russell@mnwisplay.com

04/0
3.5.d
Quote #
103588-01-01

CONSULTANT: RUSSELL WILLIAMS

Legion Park - Option 1 - De Pere, WI - D11696R

This quotation is subject to policies in the current Gametime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Gametime, c/o Minnesota/Wisconsin Playground.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and GameTime, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

GameTime Standard Product Shipment: order shall ship within thirteen to fifteen weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Receipt of anything other than what is stated herein will not constitute an order and therefore no materials will be placed into production nor installation, if required, will be scheduled.

Freight charges: Prepaid & added

Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.

2021 Projects: Installations, whether for play equipment or other products of our scope as well as the related services that may be included with your project, typically start up around May 1st based on weather conditions, road restrictions, etc. Based on the issues being experienced within our own country, and worldwide, the start of a typical installation year may be jeopardized. Every effort will be made to work with your project time frame but the various shutdowns will have an effect on work performance throughout the year, not just starting up. Please telephone your company contact, or our office, to discuss your project further.



Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | russell@mnwiplay.com

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3.5.d
Quote #
103588-01-01

CONSULTANT: RUSSELL WILLIAMS

Legion Park - Option 1 - De Pere, WI - D11696R

Project Scope:

Please note, installation is based on site being ready prior to our arrival to install play equipment as well as site conditions that have been conveyed to our organization by the owner/owner's representative and/or ideal conditions existing for a timely completion of your project as quoted. Unless addressed prior to the installation quote being issued or specifically mentioned herein, any issues that arise that impede the progress/completion of your project as quoted will result in additional charges.

Weather can change project scheduling in many ways. Take rain for an example. Day, or days, before rain... If weather forecasts show a high percentage chance for rain that will effect the site conditions, a postponement may be in order. Digging holes, laying certain surfacing materials, etc., are greatly affected by weather conditions and work may not begin/continue due to weather forecasts. There's the rain days themselves, which if heavy enough rainfall occurs, makes a site unworkable. Day, or days, after rain... Drying time will be needed after rain and the number of days needed will vary depending on amount of moisture received. One actual rain day may equal multiple delay days depending on work scheduled to be done.

+ INCLUSIONS +

- + One mobilization
- + Public utility locates only
- + Installation of equipment as outlined herein
- + Marking and digging of footings holes to accept direct embedment supports as needed
- + Unpacking of play equipment
- + Assembly of play equipment
- + Concrete for footings as needed
- + Pouring of concrete for footings
- + Construction tape/temporary bracing (as needed)
- + Standard insurance offerings
- + Standard warranty offerings
- + Standard industry accepted labor wages
- + Disposal of packing material

- EXCLUSIONS -

- Clear access path up to and into play area for installation equipment (minimum of 8-foot wide, includes but not limited to gates, walkways, driveways, etc.)
- Staging area for materials and installation equipment, trailers, etc.
- Unobstructed space for maneuvering installation equipment as well as performing work
- Security fencing of any type
- On site security personnel
- If fencing is in place (by others), ability to unlock fencing is to be provided to our office a minimum of one week prior to our start
- Private utility locates such as, but not limited to, irrigation, fiber optics, private lighting, etc.
- Accepting, unloading and storage of order(s)/shipment(s) prior to installation. Please note, orders can be packaged/shipped in large crates, pallets, etc., requiring heavy-duty equipment to unload.
- Sitework of any kind such as, but not limited to, grading (play area to have max slope of 1%), site restoration, drainage, etc.
- Removal of existing play equipment, border, safety surfacing, etc.
- Backfill and compaction of backfill after removal of existing items (for footing holes as an example) that leave voids in area (marking and digging of new footing holes based on workable site)
- Digging in compacted sub-surfaces, rock, hard pan, tree roots, unstable soil conditions, etc.
- Restoration of compacted sub-surfaces for playground surfacings such as, but not limited to, poured-in-place rubber, rubber tiles, artificial turf, etc.
- Digging/maneuvering in sand, pea gravel, mud, etc.
- Offsite removal of spoils from footing holes (can be stockpiled near play area for owner/owner's representative removal or spread within play area)
- Playground safety surfacing
- Engineered wood fiber (EWF) surfacing
- Spreading of EWF
- Border to help contain playground safety surfacing
- Removal of temporary braces, caution/construction tape, etc. (Can be removed and disposed of after concrete has cured.)
- Bonding of any type





Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | russell@mnwiplay.com

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CONSULTANT: RUSSELL WILLIAMS

Legion Park - Option 1 - De Pere, WI - D11696R

- Permits of any kind
- Prevailing, Davis Bacon, Union, or similar, wages
- Restroom facilities. Please provide access to restrooms whether within a building or portable style. Should use of site facilities not be available, additional charges will be required to bring on site temporary/portable restrooms. These temporary facilities will be removed once your project has been completed.
- Short term maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. To help set up short (and ongoing) term maintenance, use the first twelve months to regularly check equipment (such as, but not limited to, tightening hardware, checking moving features, etc.). Twelve months allows use in all seasons and will provide a better understanding of what will be necessary for your ongoing maintenance. This short term schedule will be based on the amount of use the play equipment is getting as well as the type of play event that is being played on. Activities with movement have a more dynamic play which can lead to more maintenance due to the nature of the motion but also because these types of play events tend to be more popular. Static features may require less attention during the short term and ongoing maintenance as inspections will determine frequency of maintenance needed for these events. There may be a need for scheduled lower and higher frequency inspections.
- Ongoing maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. After short term maintenance period is done and data is collected for that time period, an ongoing schedule should be implemented. The ongoing maintenance can change with age and greater use. There may be a need for scheduled lower and higher frequency inspections.

Should weekend work be necessary or non-standard hours be worked, please provide a site contact and the best telephone number to reach this person in case an urgent matter arises requiring immediate attention.

(Name) _____
(Cell) _____
(Other Telephone Number) _____

Requested Time of Completion: shall be on or by MONTH, DATE, YEAR, provided conditions allow performance of work as outlined herein as well as favorable weather existing, site readiness, schedule allowing, etc. While every effort is made to adhere to installation timing requests, much is beyond our control and cannot be guaranteed.

Wet Site Conditions: installation areas located near wetlands, where a high water table exists or in any environment that produces excessive moisture will require additional planning prior to installation of your project. Unless excessively wet conditions have been conveyed prior to installation quote and accounted for in some manner, your installation will not proceed. Ideal dry conditions need to be present to begin, and complete, your project as quoted.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Order Information:

Bill To: _____ Ship To: _____

Company: _____ Project Name: _____

Attn: _____ Attn: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Contact: _____ Contact: _____

Tel: _____ Tel: _____

Fax: _____ Fax: _____





Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | russell@mnwiplay.com

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3.5.d

CONSULTANT: RUSSELL WILLIAMS

Legion Park - Option 1 - De Pere, WI - D11696R

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

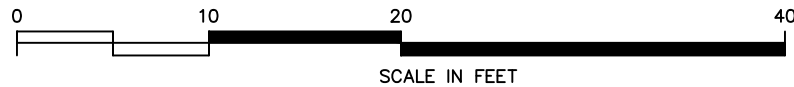
Signature: _____ Date: _____

Title: _____ Phone: _____

Facsimile: _____ Purchase Amount: **\$64,406.24**



VERIFY
LOCATION
AND
ORIENTATION



SCALE IN FEET

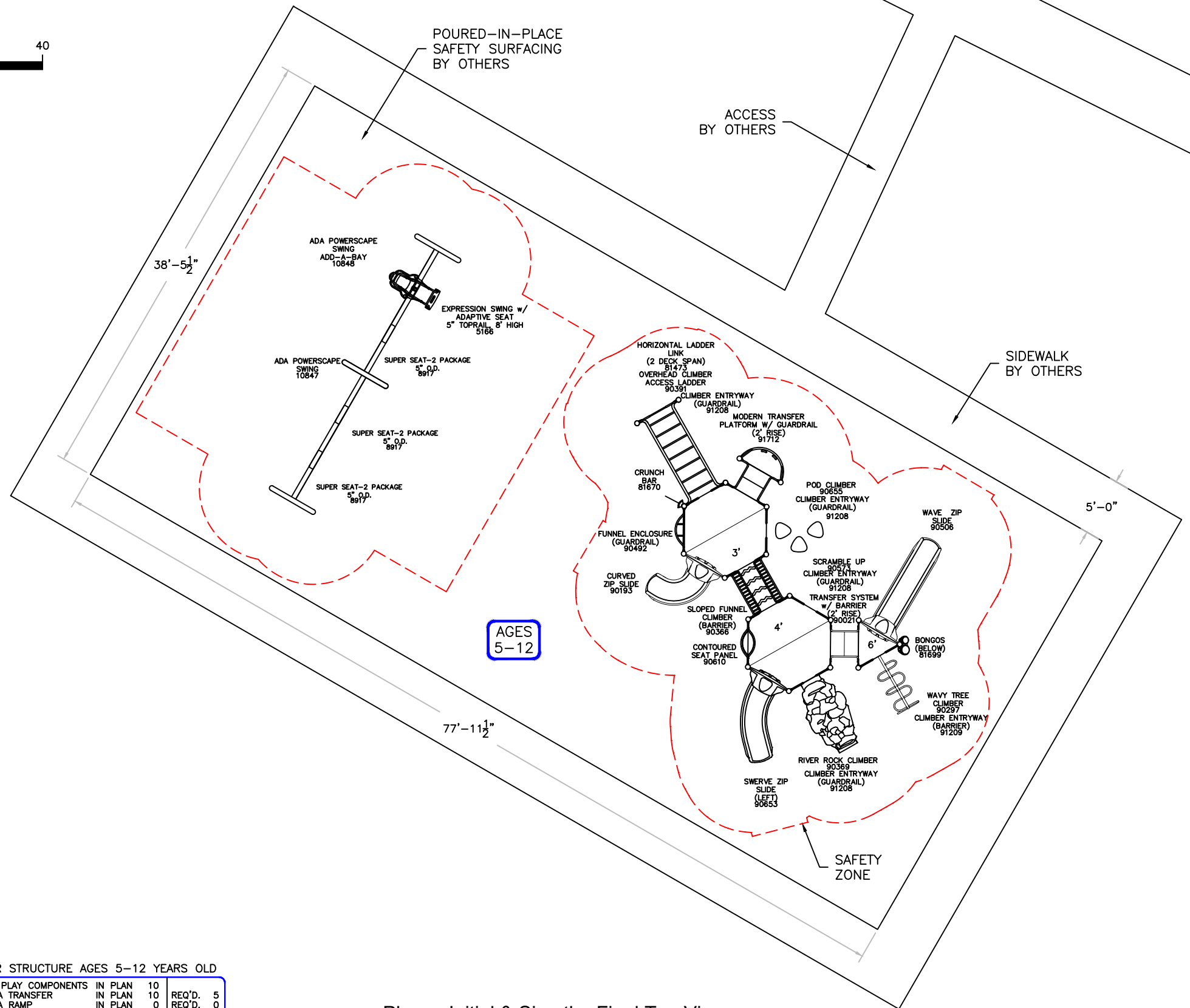
While it is our intention to install your playground in a safe and timely manner, our success relies on your preparedness. Site preparation and grading to be performed by others and prior to installation. Slope within the play area(s) shall not exceed 1% to ensure a successful installation and a compliant playground. Drain tile systems other than within 4' of the perimeter along drain aggregate base material may require installing after the installation of the play equipment and must be coordinated with installation of safety surface materials. Failure to prepare site(s) to these expectations may result in additional charges if installer is required to re-mobilize. Please contact MN WI Playground if you have any questions.

Maximum depth of safety surface and drain aggregate base should not exceed an 18" depth and shall not be installed until play equipment has been installed.

ADA REQUIREMENTS FOR STRUCTURE AGES 5-12 YEARS OLD

TOTAL NUMBER OF ELEVATED PLAY COMPONENTS	IN PLAN	10	REQ'D.	5
TOTAL EVENTS ACCESSIBLE VIA TRANSFER	IN PLAN	10	REQ'D.	0
TOTAL ACCESSIBLE EVENTS VIA RAMP	IN PLAN	0	REQ'D.	0
TOTAL ACCESSIBLE GROUND LEVEL EVENTS	IN PLAN	6	REQ'D.	3
DIFFERENT TYPES OF GROUND LEVEL EVENTS	IN PLAN	3	REQ'D.	3

THIS PLAYGROUND MEETS ALL CURRENT ADA REQUIREMENTS & THE FINAL RULE ABOVE CHART/INFO IS APPLICABLE WHEN USING AN ACCESSIBLE SAFETY SURFACE



Please Initial & Sign the Final Top View:

Mfg. By:



Sold & Distributed By:



THIS PLAN REQUIRES A FINISHED GRADE RESOLUTION

P.O. Box 27328, Golden Valley, MN 55427
763-546-7787 1-800-622-5425
Fax 763-546-5050
E-Mail info@mnwiplay.com

SCALE: 1" = 10'-0"

3/28/2023

Legion Park - Option 1
De Pere, WI

DWG. D11696R



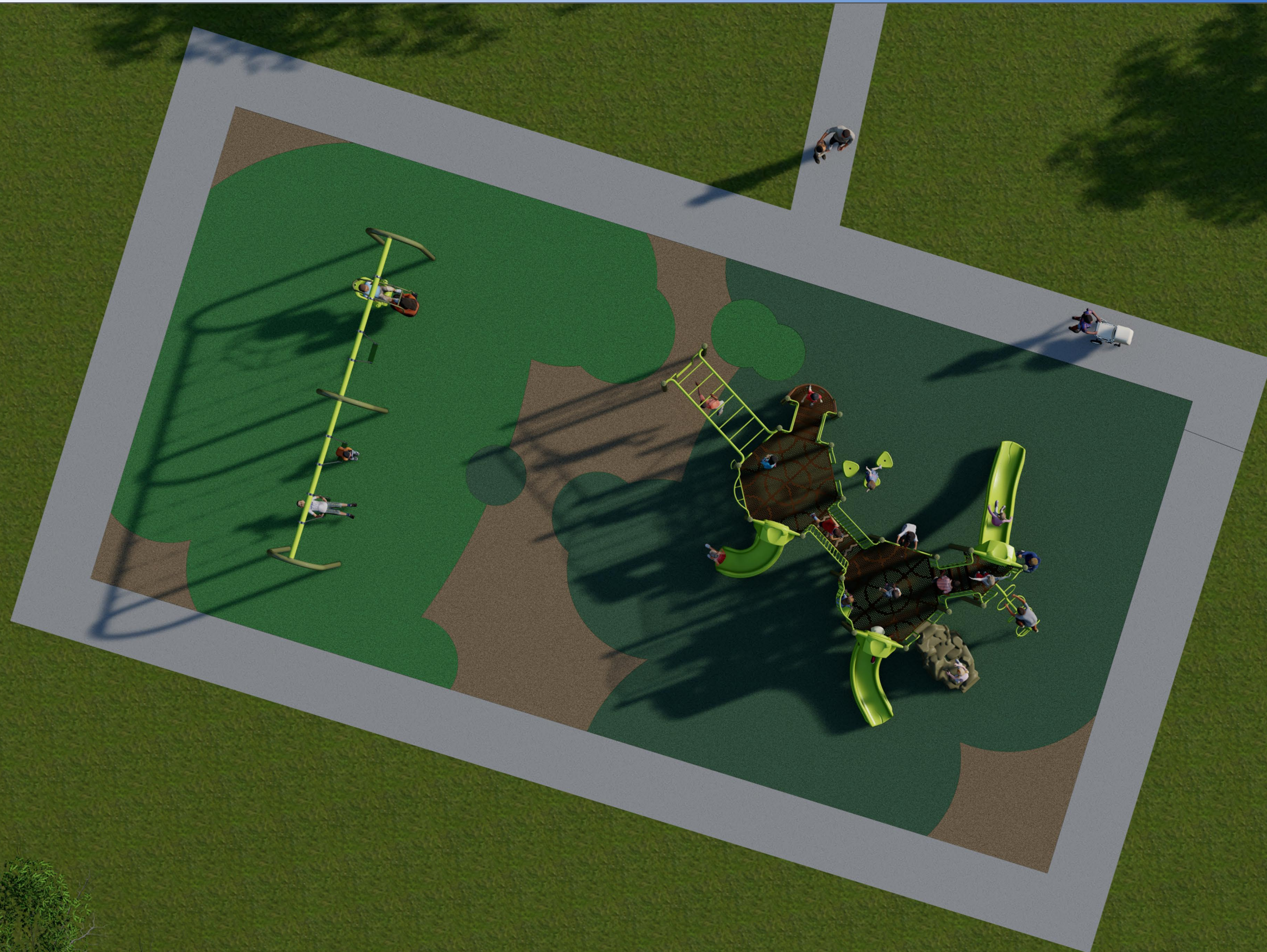


















MINNE-1

3.5.d

DATE (MM/DD/YYYY)
10/26/2021

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Bill Hodgkins

CONTACT NAME: Bill Hodgkins

PHONE
(A/C, No, Ext):FAX
(A/C, No):E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Specialty Un Ins Co

13037

INSURER B: National Union Fire Ins Co

19445

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Minnesota Wisconsin Playground Inc.
Premium Park Products LLC
5101 Olson Memorial Hwy
Minneapolis, MN 55422

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CSU0141534	10/26/2021	10/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			BE020773683	10/26/2021	10/26/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFO

For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE ()
09/27/2021

3.5.d

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PRODUCER North Risk Partners - Fink Agency 2010 Centre Pointe Blvd Mendota Heights 55120		CONTACT NAME: Clare Kulas PHONE (A/C, No, Ext): (651) 379-7800 E-MAIL: clare.kulas@northriskpartners.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		FAX (A/C, No): NAIC # 15350
INSURED Minnesota Playground Inc., DBA: Minnesota/Wisconsin Playground P. O. Box 27328 Golden Valley MN 55427				

COVERAGES**CERTIFICATE NUMBER:** 21/22 MASTER**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			A372929	10/26/2021	10/26/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Insured's Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE **3.5.d**
04/06/2022

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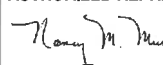
PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Minnesota Playground, Inc. Po Box 27328 Minneapolis MN 55427		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19038	

COVERAGES **CERTIFICATE NUMBER:** 2398071 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A N	UB-8M920192-22-42	03/15/2022	03/15/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Minnesota/Wisconsin Playground 5101 Highway 55 Suite 6000 Golden Valley MN 55427	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE () 3.5.d
08/09/2021

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PRODUCER Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-21-22 GT	CONTACT NAME: Brenda Young-Epps PHONE (A/C, No, Ext): (404) 995 3074 FAX (A/C, No): E-MAIL: brenda.youngepps@marsh.com ADDRESS: INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B : Indemnity Ins Co Of North America</td><td>43575</td></tr><tr><td>INSURER C : ACE Property And Casualty Ins Co</td><td>20699</td></tr><tr><td>INSURER D : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER F : ACE Fire Underwriters Insurance Company</td><td>20702</td></tr></tbody></table>	INSURER	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Indemnity Ins Co Of North America	43575	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : ACE American Insurance Company	22667	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : ACE Fire Underwriters Insurance Company	20702
INSURER	NAIC #														
INSURER A : Evanston Insurance Company	35378														
INSURER B : Indemnity Ins Co Of North America	43575														
INSURER C : ACE Property And Casualty Ins Co	20699														
INSURER D : ACE American Insurance Company	22667														
INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445														
INSURER F : ACE Fire Underwriters Insurance Company	20702														
INSURED Recess Holdings, Inc. Attention: Maria Townson 150 PlayCore Drive SE Fort Payne, AL 35967															

COVERAGES **CERTIFICATE NUMBER:** ATL-004720864-69 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		MKLV2PBC001196	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CAL H25558030	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0		XEUG71549501 003 RETENTION Umb Catastrophe \$25,000	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	WLR C67821956 SCF C67821919 SCF C67821877 (See Additional Page.)	08/01/2021 08/01/2021 08/01/2021	08/01/2022 08/01/2022 08/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F		N / A				
E	Excess Umbrella		BE 016159343	08/01/2021	08/01/2022	Each Occurrence 15,000,000 Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder listed below is an additional insured where required by written contract.

CERTIFICATE HOLDER

Minnesota Wisconsin Playground, Inc.
P.O. Box 27328
Golden Valley, MN 55427

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.



PLAYONL-01

3.5.d

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Advantage - Lindow 2311 Silvernail Rd Pewaukee, WI 53072	CONTACT NAME:	
	PHONE (A/C, No, Ext): (262) 548-8070	FAX (A/C, No): (262) 548-0803
INSURED Play On, LLC 11480 75th Street Stillwater, MN 55082	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Acuity A Mutual Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 14184		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ZC7776	4/29/2022	4/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ZC7776	4/29/2022	4/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			ZC7776	4/29/2022	4/29/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MINNESOTA WISCONSIN PLAYGROUND IS HEREBY ADDED AS ADDITIONAL INSURED FOR GENERAL LIABILITY

CERTIFICATE HOLDER

CANCELLATION

MINNESOTA WISCONSIN PLAYGROUND
5101 OLSON MEMORIAL HWY #60
Minneapolis, MN 55422

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Legion Park - Playground Proposal											
Estimated Schedule for Project Proposal											
Site Prep (Exact Dates TBD)											
									Estimate Start Date	Estimated End Date	Assigned To
Removal and disposal of existing play equipment									8/1/2022	8/11/2023	City of De Pere
Removal and disposal of existing safety surfacing									8/1/2022	8/11/2023	City of De Pere
Excavation and site grading to the proper depth for new playground									8/1/2022	8/11/2023	City of De Pere
Installation of Play Equipment (Exact Dates TBD)											
Accept and unload play equipment shipment									8/14/2023	8/14/2023	City of De Pere
Mark and dig footing holes									8/14/2023	8/17/2023	MWP
Assemble play equipment									8/14/2023	8/17/2023	MWP
Plumb and level play equipment									8/18/2023	8/18/2023	MWP
Pour concrete for play equipment footings									8/21/2023	8/24/2023	MWP
Final plumb and level of play equipment									8/25/2023	8/25/2023	MWP
Final hardware check and tightening									8/25/2023	8/25/2023	MWP
Final play equipment clean up									8/25/2023	8/25/2023	MWP
Playground Border and Safety Surfacing											
Playground border/safety surfacing supply and install									8/28/2023	8/31/2023	City of De Pere
* Final site work, restoration, grading and landscaping is the responsibility of the City.											
**All dates listed above are estimates only and are subject to change with agreements of both parties											
*** All dates are subject to change and are weather permitting.											
**** All dates subject to change based on other proposal of De Pere RFP											



About Minnesota Wisconsin Playground

Family owned since 1978, serving Minnesota and Wisconsin, we have built **over 7000 playgrounds**...telling your story with pride in building strong communities across the Midwest. From planning to ribbon-cutting, we guide our customers through every step of the project. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Minnesota Wisconsin Playground offers an extensive assortment of superior park and recreation products and services to meet all of our client's needs. In addition to GameTime commercial park equipment, we provide turnkey solutions for shelters, shades, site furnishings, recreational surfacing, adult fitness equipment, obstacle courses, splash pads, sports equipment, dog parks, and more.

For decades, Minnesota Wisconsin Playground has led the industry in designing and installing park projects that demonstrate the highest level of craftsmanship, innovation, safety, accessibility and sustainable design. We remain highly selective about which product manufacturers, suppliers, and contractors we partner with to ensure our work goes unrivaled.

With each opportunity, Minnesota Wisconsin Playground looks forward to fostering long-term relationships and earning our client's trust through outstanding customer service and support

Turn-Key Solutions

Telling your story through play equipment and beyond for a turn-key experience that includes shelters, shade, site furnishings, surfacing, adult fitness, obstacle courses, interactive play, splash pads, dog parks, sports equipment and more. **What is your story?**

Leaders in the industry

Safety

Sustainability

Innovative Design

Top craftsmanship

Community Build Experts

Universal Inclusive Designs

Certified Installation Teams

Longevity with MN WI Employees

P.O. Box 27328 | Golden Valley, MN 55427
763.546.7787 | 800.622.5425 | (F) 763.546.5050
info@mnwiplay.com | www.mnwiplay.com



April 3, 2023



Marty Kosobucki
De Pere Park, Rec. and Forestry Dept.
925 S. Sixth Street
De Pere, WI 54115

RE: Furnish and Install Play Equipment – Legion Park– Labor Warranty

To Marty Kosobucki:

As per our enclosed scope of work for the above referenced project, Minnesota Playground, Inc., dba Minnesota Wisconsin Playground (MWP), shall guarantee that all labor and or workmanship shall be first class and free from defects for one year from the date of substantial completion.

MWP shall, upon notice and without undue delay or expense to the Owner, make good or repair the whole or any part of the work which shall fail or develop unfitness for the purpose for which it is intended within one year after the date of acceptance of the completed work. This repair will be made assuming maintenance has been performed at regularly scheduled intervals as necessary and does not cover normal, or abnormal, wear conditions anticipated for the product nor any type of vandalism. MWP shall complete warranty work within two to three weeks after Owner/Owner's Representative has received part(s) from play equipment supplier.

Sincerely,

Minnesota Playground, Inc.
dba, Minnesota Wisconsin Playground

Eric Denning, General Manager



REFERENCES

Unity School

Balsam Lake, Wisconsin
 Brandon Robinson – Superintendent
 715-825-3515

Avon Elementary

Avon, Minnesota
 Sue Jenkins
 320-356-7346

City of Mora

Joe Kohlgraf
 320-679-1511

Paynesville Schools

May Holmberg
 320-243-3725

Stevens Point School District

Karl Bancker
 715-345-5419

City of Chetek

Chetek, WI
 Dan Knap
 715-642-0822

RECENT PROJECT EXAMPLES

Lake Pacawa Park (2022)

Plover, WI
 Features: Inclusive, Ramps, Swings, Powerscape

Herrman Elementary School (2019)

Sparta, WI
 Features: Ramps, Zipline, Swings, Spinners

Washington Park (2011)

Milwaukee, WI
 Features: Ramps, Swings, Spinners,
 Nature Theme, Freestanding

Hart Park (2011)

Wauwatosa, WI
 Features: Ramps, Powerscape,

Frame Park (2019)

Waukesha, WI
 Features: Inclusive, Powerscape, Swings

Tri Angels Playground

River Falls, WI
 Features: Ramps, Custom GFRC, Powerscape

Red Creek Elementary

Black River Falls, WI
 Features: Ramps, Powerscape, Vistarope

Weitkamp Park

Hudson, WI
 Features: Inclusive, Integrated shade,
 Powerscape, Xscape

Roseland Park

Edina, MN
 Features: Ramps, Netting, Powerscape, Swings

Steve Michand Park (Land of Amazement 2.0)

Lakeville, MN
 Features: Ramps, Powerscape, Swings

Tanglen Elementary

Minnetonka, MN
 Features: Powerscape, Freestanding, Swings

ABOUT GAMETIME

GameTime creates fun, healthy and active places where all children and families become physically, emotionally and socially strong.



GameTime is a leading designer of commercial playground equipment, outdoor fitness products, custom recreation spaces, and site furnishings. We strive to create the kinds of places people love and where people love to play.

Play and recreation is a fundamental human right, and we take our role in helping communities create active, healthy places seriously. We focus on inclusion, diversity and equity in our playground designs, align our products with the research of leading play, health, and wellness experts, and advocate tirelessly for the advancement of safer, more accessible and fun places that bring people together.

This is our mission since 1929: to build the highest quality products, design the most memorable play and recreation experiences, and to lead the industry with innovative solutions that help people of all ages, all abilities, and all backgrounds realize the transforming power of play.

COMPLAINT

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487-07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal displayed above signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products for superiority before bringing them to market. GameTime is also the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape Plus and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.



ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.



- ① 100% recyclable plastics are manufactured using efficient processes
- ② Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
- ③ 100% recycled plastic lumber
- ④ Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
- ⑤ 100% recyclable plastics
- ⑥ Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
- ⑦ 100% recycled plastic curbs

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

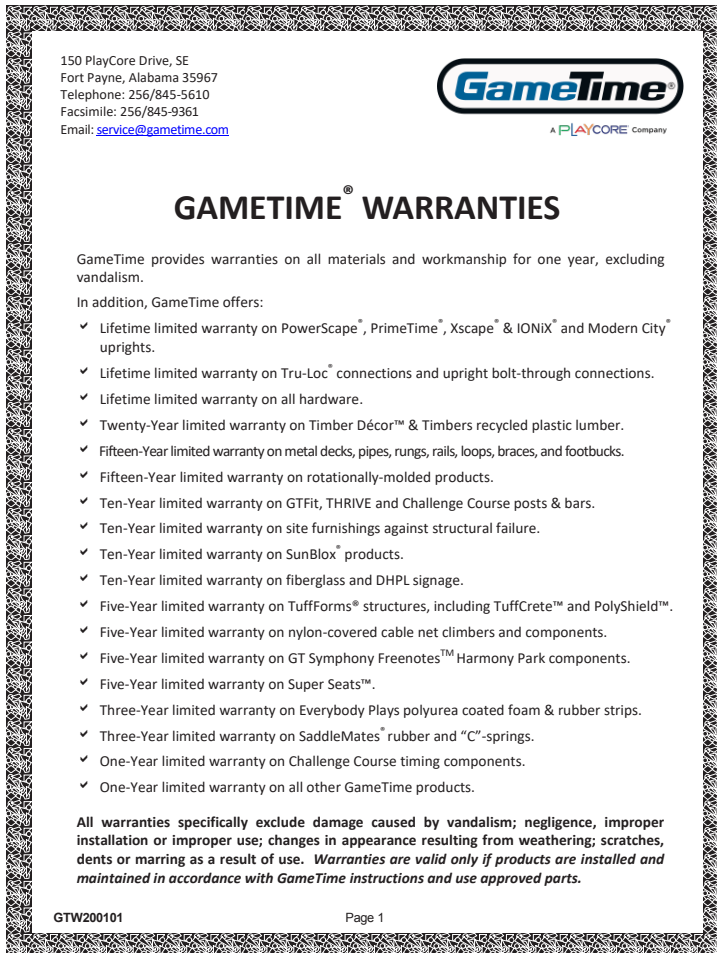
Cardboard: 28.55 tons	Fork lift batteries: 48 lbs.
Paper: 12.25 tons	PVC trimmings: 1,681 lbs.
Scrap plastics: 37,586 lbs.	Steel: 2,791,275 lbs.
Computer equipment: 5,526 lbs.	Aluminum: 27,965 lbs.
Plastic bottles: 23,850	Cartridges: 260
Fluorescent bulbs: (4') 428	Trash can lids: 220 lbs.
Ballasts: 83 lbs.	Polyurea (liquid): 100 gallons

125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible - without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

WARRANTY

GameTime offers a comprehensive warranty on all of our products.



- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprigths.
- Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- Lifetime limited warranty on all hardware.
- Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- Fifteen-Year limited warranty on rotationally-molded products.
- Ten-Year limited warranty on GTFit, THRIVE and Challenge Course posts & bars.
- Ten-Year limited warranty on site furnishings against structural failure.
- Ten-Year limited warranty on SunBlox® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- One-Year limited warranty on Challenge Course timing components.
- One-Year limited warranty on all other GameTime products.a

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all its parts will be free from defects in material and manufacturing workmanship.

POWERSCAPE

GameTime's premier 5" play system for ultra-tough durability.



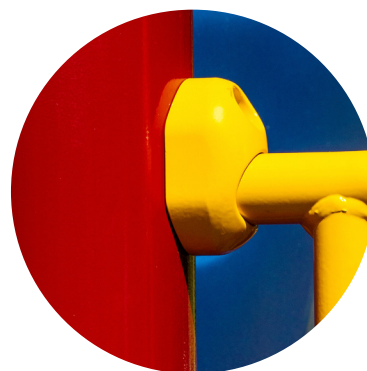
EVERYTHING YOU WANT FROM A PLAY SYSTEM

- 5" diameter uprights available in aluminum or galvanized steel
- Choose from an extensive offering of exclusive components and signature products
- Lifetime limited warranty on uprights, posts and hardware
- NEW Tru-Loc® offers streamlined connections with 50% less hardware for easier construction and maintenance
- Largest decks in the industry and slipresistant Tuff Clad™ deck coatings for increased footing
- Entry archways to help direct traffic and prevent inadvertent falls
- Tough, baked-on powder coat finish
- Exclusive Direct bolt technology
- IPEMA certified

THE TRU-LOC ADVANTAGE

Our patented Tru-Loc® is far superior to the average "clamp around" system!

- Next generation direct bolt features elegant, innovative engineering
- Connection offers sleeker lines and cleaner designs
- Tru-Loc® Panel Connector is ASTM/EN/CSA compliant
- Smooth "kid-friendly" connection point, no rough edges
- Connections are concealed within the sleeve, no exposed hardware



GameTime Color Options

We've updated our materials with new colors and finishes for 2023, including new metals, plastics, deck coatings, and shade fabrics.

Want to get a closer look at our new colors?

Request a sample kit from your local GameTime representative or mix and match a custom palette online at gametime.com/color-wizard.

VISTAROPET™ STANDARD

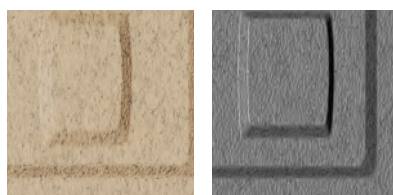


VISTAROPET™ CUSTOM



*Colors for VistaRope products only. All standard GameTime ropes are black.

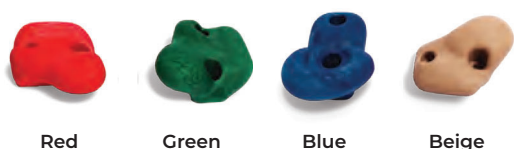
SPECIAL ROCK



Sandstone

Deep Granite

WALLCANO® HANDHOLDS



Red

Green

Blue

Beige

SITE RECYCLED PLASTIC LUMBER

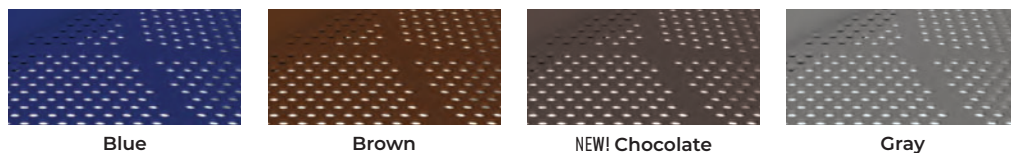


Gray

Tudor

Sand

DECKS



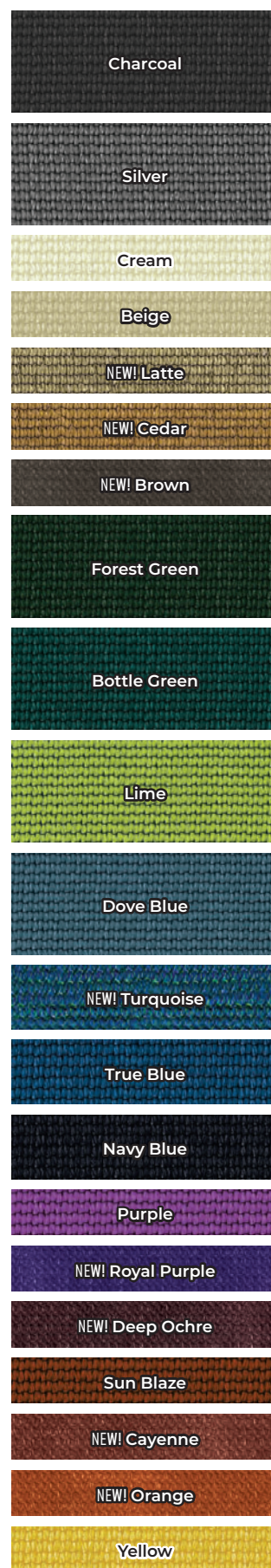
Blue

Brown

NEW! Chocolate

Gray

SHADE FABRIC



METAL	PLASTIC	HDPE	2 COLOR HDPE
Black		Black	Black/White
Starlight Black	Champagne		Gray/Black
Metallic		Dolphin Gray	White/Black
White			
NEW! Vanilla	Beige	Beige	Beige/Green
Champagne			
Beige			
Brown	Brown	Brown	NEW! Brown/White
Bronze			
Dark Green			
Green	Green	Green	Green/White
NEW! Sage			
NEW! Ice Butter	NEW! Chartreuse		
NEW! Ice Mint			
NEW! Chartreuse	Spring Green	Spring Green	Spring Green/White
Spring Green			
NEW! Ocean			
NEW! Azure	NEW! Azure	Sky Blue	NEW! Azure/White
NEW! Sea Mist	Sky Blue		Sky Blue/White
Sky Blue		Blue	NEW! Blue/White
Blue	Blue		
Periwinkle	Periwinkle	Purple	NEW! Purple/White
Royal Purple	Royal Purple		
Burgundy	Burgundy	Burgundy	NEW! Burgundy/White
Red	Red	Red	Red/White
Orange	Orange	Orange	NEW! Orange/White
Butterscotch			
Yellow	Yellow	Yellow	Yellow/Black

Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

NEW!



BEDROCK

Fabric Shade **Silver**
 Plastic Roof **Champagne**
 Uprights **Sage**
 Accent 1 **White**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Champagne**
 Tube **Champagne**
 Rock **Dark Granite**
 Decks **Brown**

NEW!



MOSSY GROVE

Fabric Shade **Lime**
 Plastic Roof **Chartreuse**
 Uprights **Sage**
 Accent 1 **Chartreuse**
 HDPE **Spring Green**
 2 Color HDPE **Spring Green/White**
 Roto Plastic **Chartreuse**
 Tube **Champagne**
 Rock **Sandstone**
 Decks **Brown**

SPRING BLOOM

Fabric Shade **True Blue**
 Plastic Roof **Spring Green**
 Uprights **Champagne**
 Accent 1 **Spring Green**
 HDPE **Sky Blue**
 2 Color HDPE **Sky Blue/White**
 Roto Plastic **Sky Blue**
 Tube **Spring Green**
 Rock **Deep Granite**
 Decks **Brown**



MALIBU

Fabric Shade **Forest Green**
 Plastic Roof **Spring Green**
 Uprights **Bronze**
 Accent 1 **Beige**
 HDPE **Spring Green**
 2 Color HDPE **Spring Green/White**
 Roto Plastic **Spring Green**
 Tube **Spring Green**
 Rock **Sandstone**
 Decks **Brown**



JURASSIC

Fabric Shade **Sun Blaze**
 Plastic Roof **Champagne**
 Uprights **Sage**
 Accent 1 **Butterscotch**
 HDPE **Dolphin Gray**
 2 Color HDPE **Burgundy/White**
 Roto Plastic **Champagne**
 Tube **Champagne**
 Rock **Sandstone**
 Decks **Brown**



FORESTER

Fabric Shade **Forest Green**
 Plastic Roof **Green**
 Uprights **Brown**
 Accent 1 **Beige**
 HDPE **Beige**
 2 Color HDPE **Beige/Green**
 Roto Plastic **Green**
 Tube **Green**
 Rock **Deep Granite**
 Decks **Brown**



NEW!



AURORA

Fabric Shade **Bottle Green**
 Plastic Roof **Azure**
 Uprights **Ice Butter**
 Accent 1 **Azure**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Azure**
 Tube **Azure**
 Rock **Dark Granite**
 Decks **Gray**



AVALON

Fabric Shade **Silver**
 Plastic Roof **Champagne**
 Uprights **Bronze**
 Accent 1 **White**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Periwinkle**
 Tube **Periwinkle**
 Rock **Deep Granite**
 Decks **Gray**



WEST PALM

Fabric Shade **Lime**
 Plastic Roof **Orange**
 Uprights **Sky Blue**
 Accent 1 **Spring Green**
 HDPE **Blue**
 2 Color HDPE **Spring Green/White**
 Roto Plastic **Orange**
 Tube **Orange**
 Rock **Sandstone**
 Decks **Gray**

WHIMSY

Fabric Shade **Navy Blue**

Plastic Roof **Orange**

Uprights **White**

Accent 1 **Blue**

HDPE **Orange**

2 Color HDPE **Spring Green/White**

Roto Plastic **Periwinkle**

Tube **Sky Blue**

Rock **Deep Granite**

Decks **Grey**



WATERMELON

Fabric Shade **Lime**

Plastic Roof **Red**

Uprights **White**

Accent 1 **Chartreuse**

HDPE **Green**

2 Color HDPE **Spring Green/White**

Roto Plastic **Red**

Tube **Red**

Rock **Dark Granite**

Decks **Blue**



OCEAN FLOOR

Fabric Shade **True Blue**

Plastic Roof **Azure**

Uprights **Chartreuse**

Accent 1 **Royal Purple**

HDPE **Dolphin Gray**

2 Color HDPE **Spring Green/White**

Roto Plastic **Azure**

Tube **Azure**

Rock **Dark Granite**

Decks **Brown**



NEW!



BEE HIVE

Fabric Shade **Silver**
 Plastic Roof **Yellow**
 Uprights **Black**
 Accent 1 **Ice Butter**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Yellow**
 Tube **Yellow**
 Rock **Dark Granite**
 Decks **Brown**

NEW!



ERUPTION

Fabric Shade **Sun Blaze**
 Plastic Roof **Red**
 Uprights **Orange**
 Accent 1 **Butterscotch**
 HDPE **Orange**
 2 Color HDPE **Red/White**
 Roto Plastic **Red**
 Tube **Red**
 Rock **Dark Granite**
 Decks **Brown**



SUNRISE

Fabric Shade **Yellow**
 Plastic Roof **Royal Purple**
 Uprights **Orange**
 Accent 1 **White**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Royal Purple**
 Tube **Royal Purple**
 Rock **Deep Granite**
 Decks **Gray**

JOVIAL

Fabric Shade **Navy Blue**
 Plastic Roof **Spring Green**
 Uprights **Burgundy**
 Accent 1 **Butterscotch**
 HDPE **Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Spring Green**
 Tube **Spring Green**
 Rock **Deep Granite**
 Decks **Blue**



MACAW

Fabric Shade **Yellow**
 Plastic Roof **Yellow**
 Uprights **Orange**
 Accent 1 **Chartreuse**
 HDPE **Sky Blue**
 2 Color HDPE **Sky Blue/White**
 Roto Plastic **Red**
 Tube **Red**
 Rock **Dark Granite**
 Decks **Blue**



GUM DROP

Fabric Shade **Navy Blue**
 Plastic Roof **Blue**
 Uprights **Burgundy**
 Accent 1 **Butterscotch**
 HDPE **Blue**
 2 Color HDPE **Red/White**
 Roto Plastic **Blue**
 Tube **Blue**
 Rock **Deep Granite**
 Decks **Blue**





City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Playground Proposal for Lawton Park.

ATTACHMENTS:

- Memo.Legion Playground (PDF)
- RFP.Lawton Playground.Final with Appendices (PDF)
- Lee Recreation - Lawton Playground - Option 1 (PDF)
- Lee Recreation - Lawton Playground - Option 2 (PDF)
- MN-WI Proposal - Lawton Park Playground (PDF)

CITY OF DE PERE MEMO



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

RE: Lawton Playground

Due to timing issues, we will bring you a summary of the playground proposals and staff opinion to the April 20 Park Board meeting.

Request for Proposals

Lawton Park Modular Playground Design and Installation



Due: April 10, 2023 at 3:00 pm

Request for Proposals

Lawton Park Modular Playground Design and Installation

Table of Contents:

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

XIII.

Request for Proposals

Lawton Park Modular Playground Design and Installation

I. Introduction

A. Project Summary

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

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

The proposal will not include fall surfacing.

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

Proposals must be submitted to our office by April 10, 2023, at 3:00 pm. Proposals can be submitted either by paper copy or via email to Marty Kosobucki.

B. City Contact Information

Questions related to this RFP should be directed to:

Marty Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
920-339-4065
mkosobucki@deperewi.gov

C. Directions for Submittal of Proposal

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

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

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

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

Packages containing the proposal shall be clearly marked on the outside by indicating: **Lawton Park Playground.**

D. Pre-Proposal Meeting

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

II. Project Description

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

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

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

III. Scope of Services

A. Design Budget

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

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

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

design.

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

C. Design Completion

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

D. Installation

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

playground site. This will likely occur after the installation.

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

2. Installation

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

IV. Meetings

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

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

V. City Responsibilities

The city will be responsible for the following:

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

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

VI. Scheduling

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

VII. Insurance

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

VIII. Proposal Submittals

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@deperewi.gov or deliver, either in –

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

A. Firm Background and Information

B. Playground Options

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

C. Similar Projects

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

D. References

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

E. Timeline

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

F. Fee

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

IX. Delivery

The deliverables for this project include the following:

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

X. Fee

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

XI. Additional Information

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

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

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

Appendix

Proposed Fee Schedule Worksheet

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Email: _____

Signature: _____

Item	Fee
Lawton Park Playground	
Lawton Park Playground	\$

Please answer:

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

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

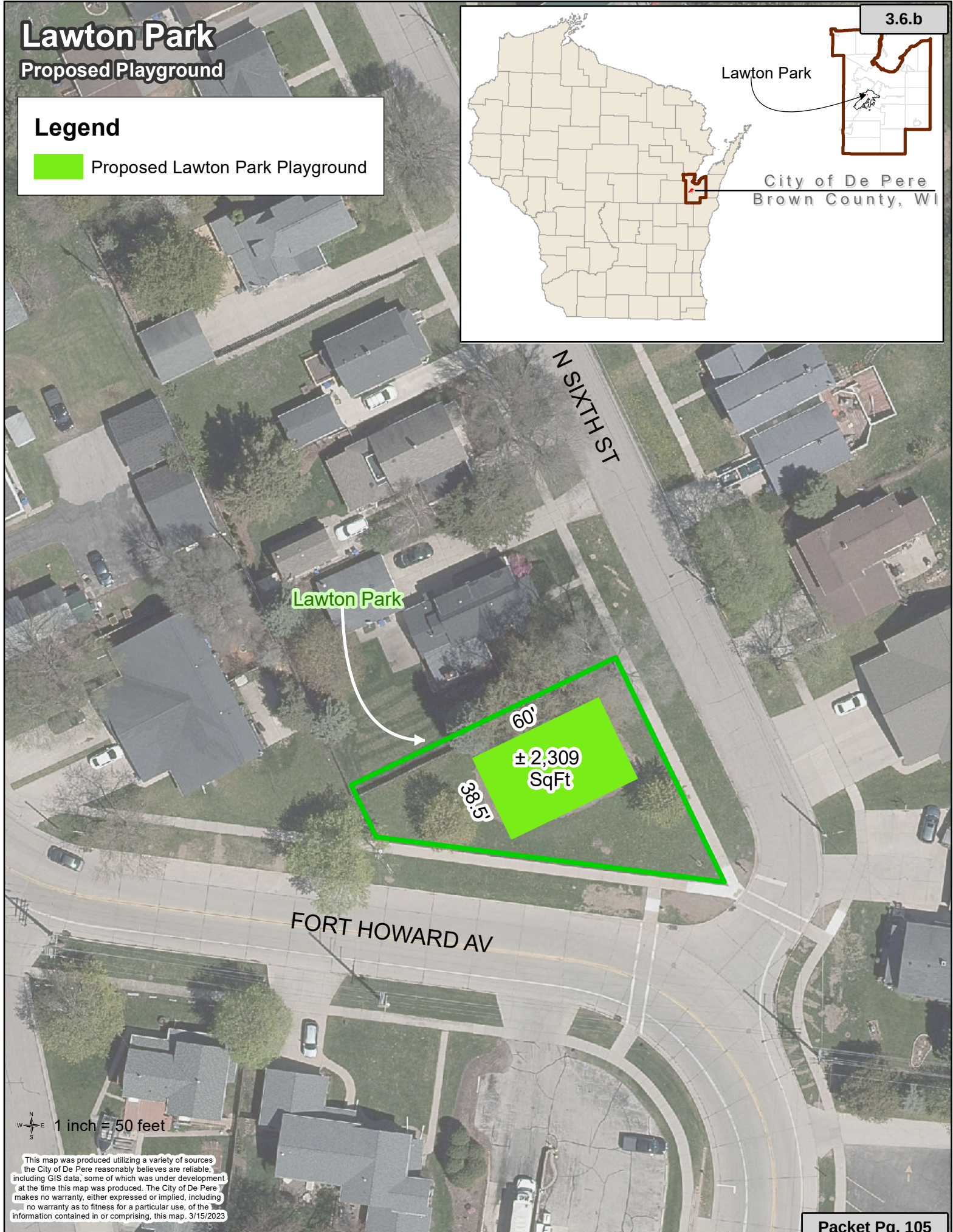
Item	Cost

Lawton Park

Proposed Playground

Legend

 Proposed Lawton Park Playground



**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND _____**

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those _____ services described in the City's Request for Proposals _____, dated _____, attached and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. 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.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's proposal attached and incorporated as Exhibit B. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

The Contractor shall maintain during the course of the project, 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 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

(1) All Owned Autos

(2) All Hired Autos

- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:
Limits equal to above combined single limit

- 3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

- 1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
- 2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of 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 that

they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. 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 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 Contractor's services, the Contractor 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 Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration

Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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.

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attention:
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Name of Business
Attention:
Address:

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

Name of Contractor

By:

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

City Attorney

J:\Law\Agreements\Contractor Agreement Template1-5-23.docx



COLOR KEY	
	REDWOOD
	AQUA
	OLIVE
	GRANITE
	ORANGE

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

Packet Pg. 112

**City of DePere
Lawton Park Playground
Design #142-16945-1**

***Nucleus Playstructure Designed for ages 5-12 years
20 Active Play Events for an Estimated 83 users***

ADA Accessibility Guideline – ADAAG Conformance

Number of Play Events – 20

Number of Elevated Play Events – 7

Number of Elevated Play Events Accessible by Transfer Station – 7--Required – 4

Number of Ground Level Play Events -Provided 13 – Required – 2

Number of Types of Ground Level Play Events – Provided 7– Required – 2

PLAY COMPONENTS INCLUDED:

DECKS

1-Triangle

2-Square

1-Crescent Platform

SLIDES

Velo Straight Slide @ 72" Deck Ht.

Luge Double Slide @ 56" Deck Ht.

CLIMBERS

Approach Climbers: 3, 4 & 5 Pods

Evolution 32" Stairs

Formis Ladder

Tree Branch Climber

BALANCE

Dynamic Pad

UPPER BODY EVENT

2-Straight Horizontal Ladders

PLAY ACTIVITY PANELS

Clubhouse Counter Panel

Crazy Maze Panel

Spinner Crescent Panel

Independent Play Events:

2-Bay Single Post Swing Assembly

Includes: 2-Belt Seats, 1-Infant/Tot Seat, 1-Freedom Inclusive Swing Seat

Comet II Independent Spinner

Proposed Fee Schedule Worksheet **#142-166945-1**

Company Name: Lee Recreation, LLC

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

Company Address: _____

Company Representative: Megan Lee Cunningham

Email: megan@leerecreation.com

Signature: Megan Lee Cunningham

Item	Fee
Lawton Park Playground	
Lawton Park Playground	\$ 50,203.00

Please answer:

Company agrees the playground shall be installed by September 1, 2023. Yes ☒ No ☐

Order must be placed by May 4, 2023 to insure this installation date

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

Item	Cost

REFERENCES FOR LEE RECREATION, LLC

Josh DePouw
Building & Grounds Director
Green Bay Public Schools
226 N. Baird St.
Green Bay, WI 54313
jjdepouw@gbaps.org
Phone: (920)680-4418

Matt Hendricks
Park Director
City of Shawano
220 E. Division St., Shawano WI 54166
Email: mhendricks@cityofshawano.com
Phone (715)853-2276

Ray Maurer
Parks Director
Oshkosh Parks Dept.
805 Witzel Ave.
Oshkosh, WI 54902
Phone: 920-236-5080
rmaurer@ci.oshkosh.wi.us

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreConnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2022

3.6.c

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ray Smith Insurance Agency, Inc. 6900 Wedgwood Road Suite 302 Maple Grove MN 55311		CONTACT NAME: Steve Holmquist PHONE (A/C, No, Ext): 763-259-0101 E-MAIL ADDRESS: steve@raysmithins.com		FAX (A/C, No): 763-259-0102
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Cincinnati Specialty Underwriters Insurance Compan		13037
		INSURER B : Owners Insurance		32700
		INSURER C : Auto-Owners Insurance Company		18988
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 880763316** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CSU 0150027	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5256621400	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CSU0150029	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	A106558210	11/1/2022	11/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

OFFICE COPY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Holmquist

© 1988-2015 ACORD CORPORATION. All rights reserved.

BURKE BUILT® QUALITY



HANDCRAFTED IN AMERICA'S HEARTLAND

Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. We have factory-direct customer service representatives that are available to answer questions, help with replacement parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! They are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BCIBURKE.COM

Burke
PLAY THAT MOVES YOU.

800.266.1250

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Packet Pg. 118

BURKE BUILT® QUALITY

DISCOVER THE VALUE OF INVESTING IN A BURKE PLAYGROUND:

KoreKonnnect® Direct-Bolt Clamp System: Burke's Nucleus® play system features our Industry-leading KoreKonnnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnnect is covered for 100 years under our non-prorated Generations Warranty®.

Direct-Bolt Connection System: Synergy®, Intensity®, ELEVATE® Fitness Course and ACTIVATE® Fitness Circuit feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKonnnect® Deck Mounting System: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

Platforms: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

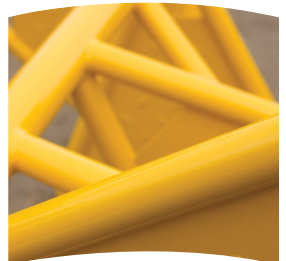
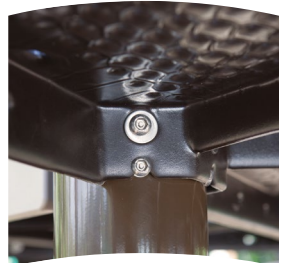
Tamper-Resistant Stainless Steel Hardware: All hardware is covered for 100 years under our Generations Warranty.

Premium Powder Coatings: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

Compound Plastics with UV-20: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

Climbing Cables: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

Aluminum Connectors: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.



Burke SUSTAINABILITY

As we create new playgrounds for kids, we like to think we're helping get our children ready for the future. But it's also important to create a future that's ready for the kids. In other words, we have a critical role in ensuring that the world remains a safe and hospitable environment for generations to come. That's why Burke is committed to a wide range of initiatives to reduce our carbon footprint, save energy, recycle materials and continually reduce the environmental impact of our manufacturing processes.

ISO 14001:2015 Certified: It's one thing to say you're committed to environmentally sustainable operations. It's another to actually build strict environmental controls into your manufacturing processes. That's just what we at Burke have done, and it earned the ISO 14001:2015 certification.

PVC: All of our PVC is free of hazardous heavy metals such as lead. In addition, we have reduced the levels of phthalate plasticizers. Our PVC products comply fully with the industry-leading California standards.

Use of Recycled Materials: We carefully determine the material composition of our products to balance our responsibilities to a sustainable environment with our commitment to provide high-quality, safe, durable equipment. A typical Burke playground structure and its components has an average recycled content of approximately 35%. This is determined by reviewing the materials in the components.

Recycling: Burke on average recycles over 30 tons of HDPE (high-density polyethylene) and more than 60 tons of metal.

Energy: Burke has invested in energy efficient lighting that has reduced our total energy consumption by 16%. We are constantly assessing our energy use in our offices, manufacturing plant and transportation methods. With the Alliant Energy Second Nature™ Program, we are able to support further development of clean energy. We purchase 20% of our energy from wind and other renewable sources through this program. To green-up the additional 80% of our electricity usage, we've partnered with Greenlight Energy, which means 100% of our electricity comes from wind and other renewable sources.

U.S. Environmental Protection Agency Green Power:

We've also partnered with the EPA's Green Power program. Through this partnership, we meet specific goals for green energy use and report to the EPA on our usage each year. The program ties in with our focus to use and support the development of renewable energy.



**100% OF OUR
ELECTRICITY
COMES FROM
WIND AND OTHER
RENEWABLE
SOURCES.**



Burke SUSTAINABILITY

ESTIMATED AVERAGE RECYCLED CONTENT USED

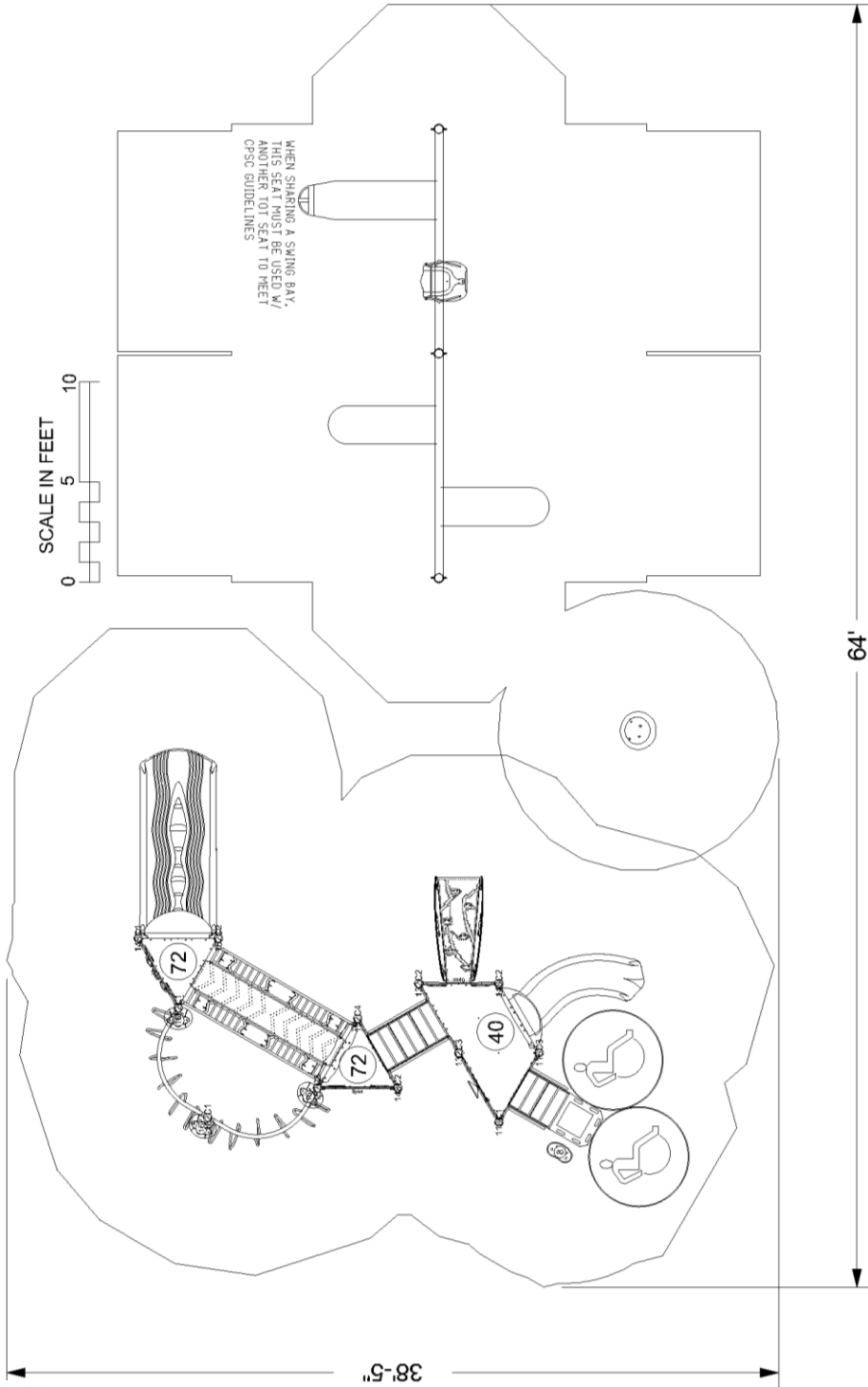
Type of Material	Found in These Products	Pre-Consumer	Post-Consumer
Aluminum Posts & Extrusions	Structure Posts, Koaster Rails	75%	30%
Aluminum Castings	Post Caps, Clamps, Brackets	50%	30%
Cardboard	Shipping Containers	25%	35%
Packaging & Wrapping Scrim	Shipping Materials	30%	20%
Recycled Plastic Boards	Recycled Roofs, Benches	90%	95%
Recycled Plastic Boards	ClubHouse™ Panels, Roofs	75%	100%
Rotomold StoneBorder Plastics	StoneBorders	75%	100%
Stainless Steel	Brackets, Slides	40%	40%
Steel Sheet	Platforms, Steps, Brackets	30%	30%
Steel Tube	Posts, Climbers, Supports	50%	0%

BCI Burke actively maintains an environmental management system in compliance with the requirements of ISO 14001:2015 and adheres to the federal requirements of the EPA. All of the materials listed above constitute recyclable product, in areas where such recycling facilities exist. BCI Burke is committed to providing innovative and superior quality park, playground and recreation equipment to our customers by using materials and processes that minimize the creation of wastes and pollution. We will consistently examine our process and products to ensure the continual improvement of our Quality and Environmental Management Programs.





COLOR KEY	
●	CHARCOAL
●	LEMON
●	BLUE
●	LIME



ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH AND AROUND THIS EQUIPMENT.

FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	PROVIDED	RECD
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	7	3
NUMBER OF GROUND LEVEL PLAY EVENTS	4	5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	9	0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	9	0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	9	0
NUMBER OF ELEVATED PLAY EVENTS	16	0

**City of DePere
Lawton Park Playground
Design #142-16946-1**

***Nucleus Playstructure Designed for ages 5-12 years
16 Active Play Events for an Estimated 74 users***

ADA Accessibility Guideline – ADAAG Conformance

Number of Play Events – 16

Number of Elevated Play Events – 9

Number of Elevated Play Events Accessible by Transfer Station – 9--Required – 5

Number of Ground Level Play Events -Provided 7 – Required – 3

Number of Types of Ground Level Play Events - Provided 4– Required – 3

PLAY COMPONENTS INCLUDED:

DECKS

2-Triangle

1-Half Hexagon

SLIDES

Monaco Curved Slide @ 40" Deck Ht.

Contour Double Slide @ 72" Deck Ht.

CLIMBERS

Evolution 32" Stairs

Steep Peak Climber

Tree Branch Climber

Transfer Climber with Lil Novo Bean Step

Rock Crawl

BALANCE

3-Ovistep Launch Pads

UPPER BODY EVENT

2-90 Degree Horizontal Ladders

PLAY ACTIVITY PANELS

Bench

3-In-A-Row Panel

Car Accessible Reach Panel

Independent Play Events:

2-Bay Single Post Swing Assembly

Includes: 2-Belt Seats, 1-Infant/Tot Seat, 1-Freedom Inclusive Swing Seat

Kid Force Spinner

Proposed Fee Schedule Worksheet **#142-166946-1**

Company Name: Lee Recreation, LLC

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

Company Address: _____

Company Representative: Megan Lee Cunningham

Email: megan@leerecreation.com

Signature: Megan Lee Cunningham

Item	Fee
Lawton Park Playground	
Lawton Park Playground	\$ 50,300.00

Please answer:

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

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

Item	Cost

REFERENCES FOR LEE RECREATION, LLC

Josh DePouw
Building & Grounds Director
Green Bay Public Schools
226 N. Baird St.
Green Bay, WI 54313
jjdepouw@gbaps.org
Phone: (920)680-4418

Matt Hendricks
Park Director
City of Shawano
220 E. Division St., Shawano WI 54166
Email: mhendricks@cityofshawano.com
Phone (715)853-2276

Ray Maurer
Parks Director
Oshkosh Parks Dept.
805 Witzel Ave.
Oshkosh, WI 54902
Phone: 920-236-5080
rmaurer@ci.oshkosh.wi.us

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Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

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Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021



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DATE (MM/DD/YYYY)
10/10/2022

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ray Smith Insurance Agency, Inc. 6900 Wedgwood Road Suite 302 Maple Grove MN 55311		CONTACT NAME: Steve Holmquist PHONE (A/C, No, Ext): 763-259-0101 E-MAIL ADDRESS: steve@raysmithins.com FAX (A/C, No): 763-259-0102		
INSURED Lee Recreation, LLC PO Box 93 809 Bluebird Pass Cambridge WI 53523 LEERECCR-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Cincinnati Specialty Underwriters Insurance Compan		13037
		INSURER B : Owners Insurance		32700
		INSURER C : Auto-Owners Insurance Company		18988
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 880763316

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CSU 0150027	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5256621400	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CSU0150029	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ Y N/A			A106558210	11/1/2022	11/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

OFFICE COPY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Holmquist

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BURKE BUILT® QUALITY



HANDCRAFTED IN AMERICA'S HEARTLAND

Walk through our Fond du Lac, WI manufacturing facility and you will see playgrounds coming to life through the hands of our people. In the age of assembly lines, we work to combine efficiency with a personal touch that makes every playground special. Bringing quality playgrounds to communities like yours is Work That Moves Us, and we hope the playgrounds we make move you too.

SUPERIOR SERVICE

Customer Service is a hallmark of Burke and we take pride in the fact that when you call, we answer. We have factory-direct customer service representatives that are available to answer questions, help with replacement parts or field inquiries about installations.

YOUR BURKE REPRESENTATIVE

Burke Representatives are passionate about bringing play to your community and helping you design your perfect play environment! They are knowledgeable and experienced about the entire playground process from site evaluation to design to maintenance and will work with you beyond installation to make sure your playground is, and remains, all you dreamed!



BCIBURKE.COM

Burke
PLAY THAT MOVES YOU.

800.266.1250

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BURKE BUILT® QUALITY

DISCOVER THE VALUE OF INVESTING IN A BURKE PLAYGROUND:

KoreKonnnect® Direct-Bolt Clamp System: Burke's Nucleus® play system features our Industry-leading KoreKonnnect direct-bolt clamp system resulting in the strongest and most accurate connection system ever. Factory located connection points make for easy, precise installation and an error-free fit. Best of all, KoreKonnnect is covered for 100 years under our non-prorated Generations Warranty®.

Direct-Bolt Connection System: Synergy®, Intensity®, ELEVATE® Fitness Course and ACTIVATE® Fitness Circuit feature Burke's trusted direct-bolt connection that uses a durable, straightforward direct-bolt system to ensure a trouble-free installation and provide the necessary strength to accommodate the demands of playing children. Like our KoreKonnnect system, Direct-Bolt connections are covered for 100 years under our Generations Warranty.

EZKonnnect® Deck Mounting System: Our exclusive self-leveling deck attachment and factory CNC construction allows for faster and more precise location of decks during installation. The 2-bolt per corner deck attachment increases overall structure strength and stability.

Platforms: Burke's oversized non-slip platforms are constructed of heavy-duty punched steel that can support more than 2 tons. Our vinyl coating is California compliant, free of lead and other hazardous heavy metals.

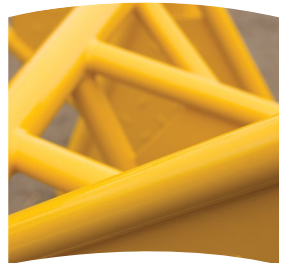
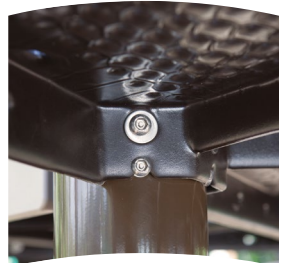
Tamper-Resistant Stainless Steel Hardware: All hardware is covered for 100 years under our Generations Warranty.

Premium Powder Coatings: Our industry-leading powder coatings and finishes prevent fading, last longer and deter rust. We also offer a "coastal package" powder coat system. This special powder coat system for metal components and upright posts will provide additional corrosion and chemical protection along with added longevity to the color and gloss retention of the powder coated parts. Contact your Burke Representative for more information on colors, price and warranty.

Compound Plastics with UV-20: You'll get long wear and bright, vibrant colors that hold up for years thanks to our thick, durable rotomolded plastics with UV-20 protection. This is why we can cover them for 15 years under our non-prorated Generations Warranty.

Climbing Cables: Our climbing cables are flexible enough to provide movement, yet strong enough to last. Our ropes are made from 6 polyester cords with steel reinforcement wrapped around a synthetic fiber core. Each cord contains 8 galvanized steel strands tightly covered with polyester multi-fibers. Our RopeVenture® cables consist of 6 strands, each containing 24 stainless steel reinforcing strands within a nylon sleeve, wrapped around a solid nylon core.

Aluminum Connectors: Swivel connectors at the end of our ropes allow assembly at any angle with no unwanted twists in the net. The aluminum fittings used to secure the joints are swaged in place to prevent any movement between the rope and fittings that could cause wear.



Burke SUSTAINABILITY

As we create new playgrounds for kids, we like to think we're helping get our children ready for the future. But it's also important to create a future that's ready for the kids. In other words, we have a critical role in ensuring that the world remains a safe and hospitable environment for generations to come. That's why Burke is committed to a wide range of initiatives to reduce our carbon footprint, save energy, recycle materials and continually reduce the environmental impact of our manufacturing processes.

ISO 14001:2015 Certified: It's one thing to say you're committed to environmentally sustainable operations. It's another to actually build strict environmental controls into your manufacturing processes. That's just what we at Burke have done, and it earned the ISO 14001:2015 certification.

PVC: All of our PVC is free of hazardous heavy metals such as lead. In addition, we have reduced the levels of phthalate plasticizers. Our PVC products comply fully with the industry-leading California standards.

Use of Recycled Materials: We carefully determine the material composition of our products to balance our responsibilities to a sustainable environment with our commitment to provide high-quality, safe, durable equipment. A typical Burke playground structure and its components has an average recycled content of approximately 35%. This is determined by reviewing the materials in the components.

Recycling: Burke on average recycles over 30 tons of HDPE (high-density polyethylene) and more than 60 tons of metal.

Energy: Burke has invested in energy efficient lighting that has reduced our total energy consumption by 16%. We are constantly assessing our energy use in our offices, manufacturing plant and transportation methods. With the Alliant Energy Second Nature™ Program, we are able to support further development of clean energy. We purchase 20% of our energy from wind and other renewable sources through this program. To green-up the additional 80% of our electricity usage, we've partnered with Greenlight Energy, which means 100% of our electricity comes from wind and other renewable sources.

U.S. Environmental Protection Agency Green Power:

We've also partnered with the EPA's Green Power program. Through this partnership, we meet specific goals for green energy use and report to the EPA on our usage each year. The program ties in with our focus to use and support the development of renewable energy.



**100% OF OUR
ELECTRICITY
COMES FROM
WIND AND OTHER
RENEWABLE
SOURCES.**



Burke SUSTAINABILITY

ESTIMATED AVERAGE RECYCLED CONTENT USED

Type of Material	Found in These Products	Pre-Consumer	Post-Consumer
Aluminum Posts & Extrusions	Structure Posts, Koaster Rails	75%	30%
Aluminum Castings	Post Caps, Clamps, Brackets	50%	30%
Cardboard	Shipping Containers	25%	35%
Packaging & Wrapping Scrim	Shipping Materials	30%	20%
Recycled Plastic Boards	Recycled Roofs, Benches	90%	95%
Recycled Plastic Boards	ClubHouse™ Panels, Roofs	75%	100%
Rotomold StoneBorder Plastics	StoneBorders	75%	100%
Stainless Steel	Brackets, Slides	40%	40%
Steel Sheet	Platforms, Steps, Brackets	30%	30%
Steel Tube	Posts, Climbers, Supports	50%	0%

BCI Burke actively maintains an environmental management system in compliance with the requirements of ISO 14001:2015 and adheres to the federal requirements of the EPA. All of the materials listed above constitute recyclable product, in areas where such recycling facilities exist. BCI Burke is committed to providing innovative and superior quality park, playground and recreation equipment to our customers by using materials and processes that minimize the creation of wastes and pollution. We will consistently examine our process and products to ensure the continual improvement of our Quality and Environmental Management Programs.



**“PROPOSAL FOR
CITY OF DE PERE RFP
LAWTON PARK
PLAYGROUND EQUIPMENT AND INSTALLATION”**

DUE: APRIL 10, 2023 BY 3:00 PM

Minnesota Playground Inc., dba, Minnesota Wisconsin Playground

P.O. Box 27328

Golden Valley, MN 55427

Company Contact: Russell Williams, 763-546-7787

April 7, 2023

Minnesota Playground INC., dba Minnesota Wisconsin Playground
P.O. Box 27328 | Golden Valley, MN 55427
1-800-622-5425 | 763-546-7787 | (F) 763-546-5050
info@mnwiplay.com | www.mnwiplay.com



April 7, 2023



Marty Kosobucki
De Pere Park, Rec., and Forestry Dept.
925 S. Sixth Street
De Pere, WI 54115

RE: Furnish and Install Play Equipment – Lawton Park.

Good Day!

Thank you for the opportunity to offer our proposal for the furnish and installation of your new playground at Legion Park. Enclosed please find our proposal that'll help explain how our submission exceeds the project criteria as outlined in your request for proposal.

Minnesota/Wisconsin Playground has been your exclusive GameTime representative for 41 years in the Upper Midwest. GameTime themselves have been 'Enriching Childhood Through Play' since 1929 and proudly manufacture here in the United States. This unequalled partnership ensures you're dealing with companies on solid ground as well as shows you we have the knowledge to assist you with a project of this magnitude. While no one can say "they've seen everything", there's over 225 combined years of experience you will be able to draw from within our organization to help your project run as smoothly as possible.

Many people from our company will be available to assist in any manner needed but I will be your single point of contact as the project manager for your new play area.

Again, many thanks for your time and consideration. We look forward to the chance to be a part of your incredible project.

Sincerely,

Minnesota Playground, Inc.
dba, Minnesota Wisconsin Playground

Eric Denning, General Manager

Proposed Fee Schedule Worksheet

Company Name: Minnesota Wisconsin Playground

Company Address: 5101 Olson Memorial Hwy.

Company Address: Golden Valley, MN 55422

Company Representative: Russell Williams

Email: Russell@mnwiplay.com

Signature: *Russell Williams*

Item	Fee
Lawton Park Playground	
Lawton Park Playground	\$ 51,000

Please answer:

Company agrees the playground shall be installed by September 1, 2023. Yes X No

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

Item	Cost
N/A	



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5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | russell@mnwiplay.com

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Quote #
103620-01-01

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CONSULTANT: RUSSELL WILLIAMS

Lawton Park - De Pere, WI - D11698R

City of De Pere
Attn: Marty Kosobucki
335 S. Broadway
De Pere, WI 54115
Phone: 920-339-4065
Fax: 920-339-4071
mkosobucki@mail.de-pere.org

Ship to Zip 54115

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScape Play Unit, Ages 5-12	\$32,102.00	\$32,102.00
		(1) 4959 -- Maze Wheel		
		(3) 80000 -- 49" Sq Punched Steel Deck		
		(1) 80078 -- 6"Stepped Platform		
		(1) 81520 -- Horizontal Rail Link 98"		
		(1) 81666 -- Fun Seat		
		(1) 81670 -- Crunch Bar		
		(2) 90021 -- 2'-0" Transfer System W/ Barrier		
		(1) 90105 -- 3'-6"/4' Schooner Climber		
		(1) 90226 -- Decorative Panel Thunderring,Above Dk		
		(2) 90266 -- 8' Upright, Alum		
		(1) 90267 -- 9' Upright, Alum		
		(3) 90268 -- 10' Upright, Alum		
		(7) 90269 -- 11' Upright, Alum		
		(5) 90270 -- 12' Upright, Alum		
		(1) 90355 -- Store Front Panel, Below Dk		
		(1) 90391 -- 3'-0" Overhead Climber Access Ladder		
		(3) 90411 -- Climber Archway W/ Barrier		
		(1) 90430 -- Decorative Panel W/Gizmo, Above Dk		
		(1) 90503 -- 2'-6"/3' Single Wave Zip Slide		
		(1) 90506 -- 6' Single Wave Zip Slide		
		(1) 90633 -- Stego Climber (5'-0" & 5'-6")		
		(1) 90654 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(1) 91322 -- Erratic Climber 5'6"-6'6"		
		(1) 91712 -- Modern Transfer w/Guardrail 2' Rise		
1	6310	GameTime - G6	\$2,899.00	\$2,899.00





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Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	Install - Installation of Play Equipment- Includes layout and digging for footings Includes disposal of packing material	\$10,555.50	\$10,555.50
1	AUDIT	Other - Safety Inspection Audit	\$2,000.00	\$2,000.00
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00
			Sub Total	\$47,640.50
			Freight	\$3,359.50
			Total	\$51,000.00

Comments

Customer is responsible for demolition and removal of existing play equipment
Customer is responsible for excavation and site preparation, site to be flat and level with less than 1% grade change
Customer is responsible for accepting, unloading, and storing play equipment
Customer is responsible for safety surfacing
Customer is responsible for concrete border/sidewalk around site

This quotation is subject to current Minnesota/Wisconsin Playground (MWP) policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Minnesota/Wisconsin Playground.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and MWP, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, Minnesota Wisconsin Playground (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MWP will indemnify and hold Owner/Owner's Representative harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments under this document.

Excusable Delays/Additional Costs: MWP, and/or its affiliates, shall be liable for default unless delay of performance, whether supplying materials only or including installation in accordance with our project scope, is caused by an occurrence beyond reasonable control of MWP, and/or its affiliates, such as, but not limited to, acts of Superior Force or the public enemy, acts of Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers (for transportation of goods whether raw materials or finished product) and attainability of raw materials. Such events resulting in additional costs are not included in quoted amounts and shall be the responsibility of the Owner/Owner's Representative. Any additional costs shall be provided in writing for purchaser's records and shall be due upon payment of invoice.

This quotation is subject to policies in the current Gametime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Gametime, c/o Minnesota/Wisconsin Playground.

Each quote is handled on a per order/project basis. Unless a long-term agreement is in place between purchaser and GameTime, terms and conditions of this quotation shall be as outlined herein with no other requirements applicable.

Pricing: f.o.b. factory, firm for 15 days from date of quotation. If placing an order after expiration of quote, please contact our office for updated pricing. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.





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5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
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Lawton Park - De Pere, WI - D11698R

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

GameTime Standard Product Shipment: order shall ship within thirteen to fifteen weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required. Receipt of anything other than what is stated herein will not constitute an order and therefore no materials will be placed into production nor installation, if required, will be scheduled.

Freight charges: Prepaid & added

Installation: shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs.



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Project Scope:

Please note, installation is based on site being ready prior to our arrival to install play equipment as well as site conditions that have been conveyed to our organization by the owner/owner's representative and/or ideal conditions existing for a timely completion of your project as quoted. Unless addressed prior to the installation quote being issued or specifically mentioned herein, any issues that arise that impede the progress/completion of your project as quoted will result in additional charges.

Weather can change project scheduling in many ways. Take rain for an example. Day, or days, before rain... If weather forecasts show a high percentage chance for rain that will effect the site conditions, a postponement may be in order. Digging holes, laying certain surfacing materials, etc., are greatly affected by weather conditions and work may not begin/continue due to weather forecasts. There's the rain days themselves, which if heavy enough rainfall occurs, makes a site unworkable. Day, or days, after rain... Drying time will be needed after rain and the number of days needed will vary depending on amount of moisture received. One actual rain day may equal multiple delay days depending on work scheduled to be done.

+ INCLUSIONS +

- + One mobilization
- + Public utility locates only
- + Installation of equipment as outlined herein
- + Marking and digging of footings holes to accept direct embedment supports as needed
- + Unpacking of play equipment
- + Assembly of play equipment
- + Concrete for footings as needed
- + Pouring of concrete for footings
- + Construction tape/temporary bracing (as needed)
- + Standard insurance offerings
- + Standard warranty offerings
- + Standard industry accepted labor wages
- + Disposal of packing materials

- EXCLUSIONS -

- Clear access path up to and into play area for installation equipment (minimum of 8-foot wide, includes but not limited to gates, walkways, driveways, etc.)
- Staging area for materials and installation equipment, trailers, etc.
- Unobstructed space for maneuvering installation equipment as well as performing work
- Security fencing of any type
- On site security personnel
- If fencing is in place (by others), ability to unlock fencing is to be provided to our office a minimum of one week prior to our start
- Private utility locates such as, but not limited to, irrigation, fiber optics, private lighting, etc.
- Accepting, unloading and storage of order(s)/shipment(s) prior to installation. Please note, orders can be packaged/shipped in large crates, pallets, etc., requiring heavy-duty equipment to unload.
- Sitework of any kind such as, but not limited to, grading (play area to have max slope of 1%), site restoration, drainage, etc.
- Removal of existing play equipment, border, safety surfacing, etc.
- Backfill and compaction of backfill after removal of existing items (for footing holes as an example) that leave voids in area (marking and digging of new footing holes based on workable site)
- Digging in compacted sub-surfaces, rock, hard pan, tree roots, unstable soil conditions, etc.
- Restoration of compacted sub-surfaces for playground surfacings such as, but not limited to, poured-in-place rubber, rubber tiles, artificial turf, etc.
- Digging/maneuvering in sand, pea gravel, mud, etc.
- Offsite removal of spoils from footing holes (can be stockpiled near play area for owner/owner's representative removal or spread within play area)
- Playground safety surfacing
- Engineered Wood Fiber (EWF) surfacing
- Spreading of EWF
- Border to help contain playground safety surfacing
- Removal of temporary braces, caution/construction tape, etc. (Can be removed and disposed of after concrete has cured.)
- Bonding of any type





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Lawton Park - De Pere, WI - D11698R

- Permits of any kind
- Prevailing, Davis Bacon, Union, or similar, wages
- Restroom facilities. Please provide access to restrooms whether within a building or portable style. Should use of site facilities not be available, additional charges will be required to bring on site temporary/portable restrooms. These temporary facilities will be removed once your project has been completed.
- Short term maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. To help set up short (and ongoing) term maintenance, use the first twelve months to regularly check equipment (such as, but not limited to, tightening hardware, checking moving features, etc.). Twelve months allows use in all seasons and will provide a better understanding of what will be necessary for your ongoing maintenance. This short term schedule will be based on the amount of use the play equipment is getting as well as the type of play event that is being played on. Activities with movement have a more dynamic play which can lead to more maintenance due to the nature of the motion but also because these types of play events tend to be more popular. Static features may require less attention during the short term and ongoing maintenance as inspections will determine frequency of maintenance needed for these events. There may be a need for scheduled lower and higher frequency inspections.
- Ongoing maintenance, check manufacturer's owner's manual recommendations for maintenance and always follow these written instructions. After short term maintenance period is done and data is collected for that time period, an ongoing schedule should be implemented. The ongoing maintenance can change with age and greater use. There may be a need for scheduled lower and higher frequency inspections.

Should weekend work be necessary or non-standard hours be worked, please provide a site contact and the best telephone number to reach this person in case an urgent matter arises requiring immediate attention.

(Name) _____
(Cell) _____
(Other Telephone Number) _____

Installations for 2023: Your requested installation time frame has been noted but please keep in mind, completion of projects such as yours, as outlined in the project scope herein, cannot be guaranteed. Should you wish us to attempt to have your project completed with special circumstances taken into consideration, please telephone your company contact to discuss alternate installation processes and costs. Some tasks, like unloading your order/shipment and storing your shipment, can help in completing your project. As soon as the weather/install calendar allows in 2023 your project can be scheduled accordingly. As always, weather plays a major role in scheduling installations and will affect completion of projects. For 2023, as with other years, an estimated installation start date will be around May 1st, but again, this cannot be guaranteed as Minnesota and Wisconsin weather can be unpredictable.

Wet Site Conditions: installation areas located near wetlands, where a high water table exists or in any environment that produces excessive moisture will require additional planning prior to installation of your project. Unless excessively wet conditions have been conveyed prior to installation quote and accounted for in some manner, your installation will not proceed. Ideal dry conditions need to be present to begin, and complete, your project as quoted.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



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3.6.e

CONSULTANT: RUSSELL WILLIAMS

Lawton Park - De Pere, WI - D11698R

Order Information:

Bill To: _____ Ship To: _____

Company: _____ Project Name: _____

Attn: _____ Attn: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Contact: _____ Contact: _____

Tel: _____ Tel: _____

Fax: _____ Fax: _____

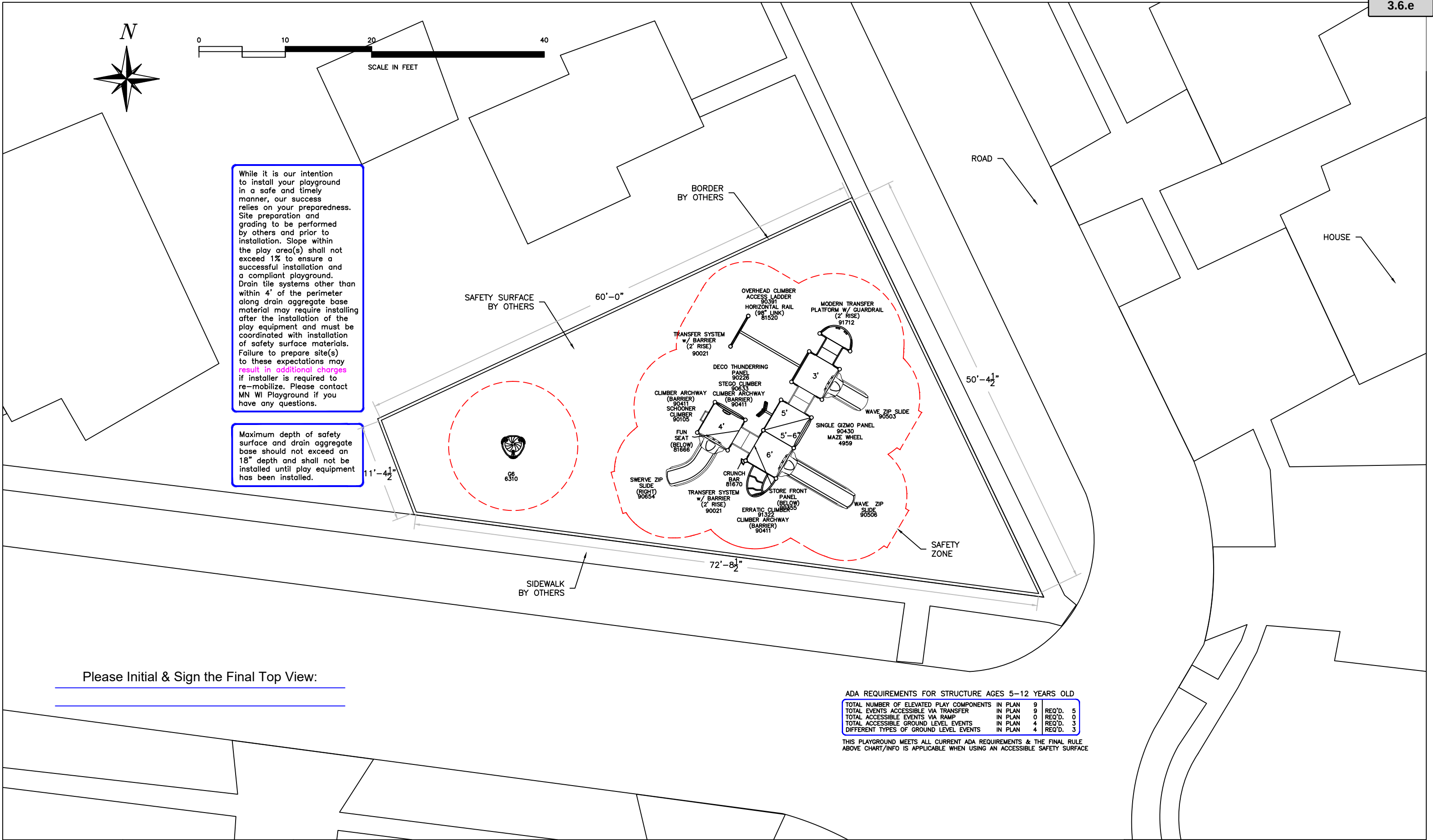
Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Facsimile: _____ Purchase Amount: **\$51,000.00**



Please Initial & Sign the Final Top View:

ADA REQUIREMENTS FOR STRUCTURE AGES 5-12 YEARS OLD

TOTAL NUMBER OF ELEVATED PLAY COMPONENTS	IN PLAN	9	REQ'D.	5
TOTAL EVENTS ACCESSIBLE VIA TRANSFER	IN PLAN	9	REQ'D.	0
TOTAL ACCESSIBLE EVENTS VIA RAMP	IN PLAN	0	REQ'D.	3
TOTAL ACCESSIBLE GROUND LEVEL EVENTS	IN PLAN	4	REQ'D.	3
DIFFERENT TYPES OF GROUND LEVEL EVENTS	IN PLAN	4	REQ'D.	3

THIS PLAYGROUND MEETS ALL CURRENT ADA REQUIREMENTS & THE FINAL RULE ABOVE CHART/INFO IS APPLICABLE WHEN USING AN ACCESSIBLE SAFETY SURFACE

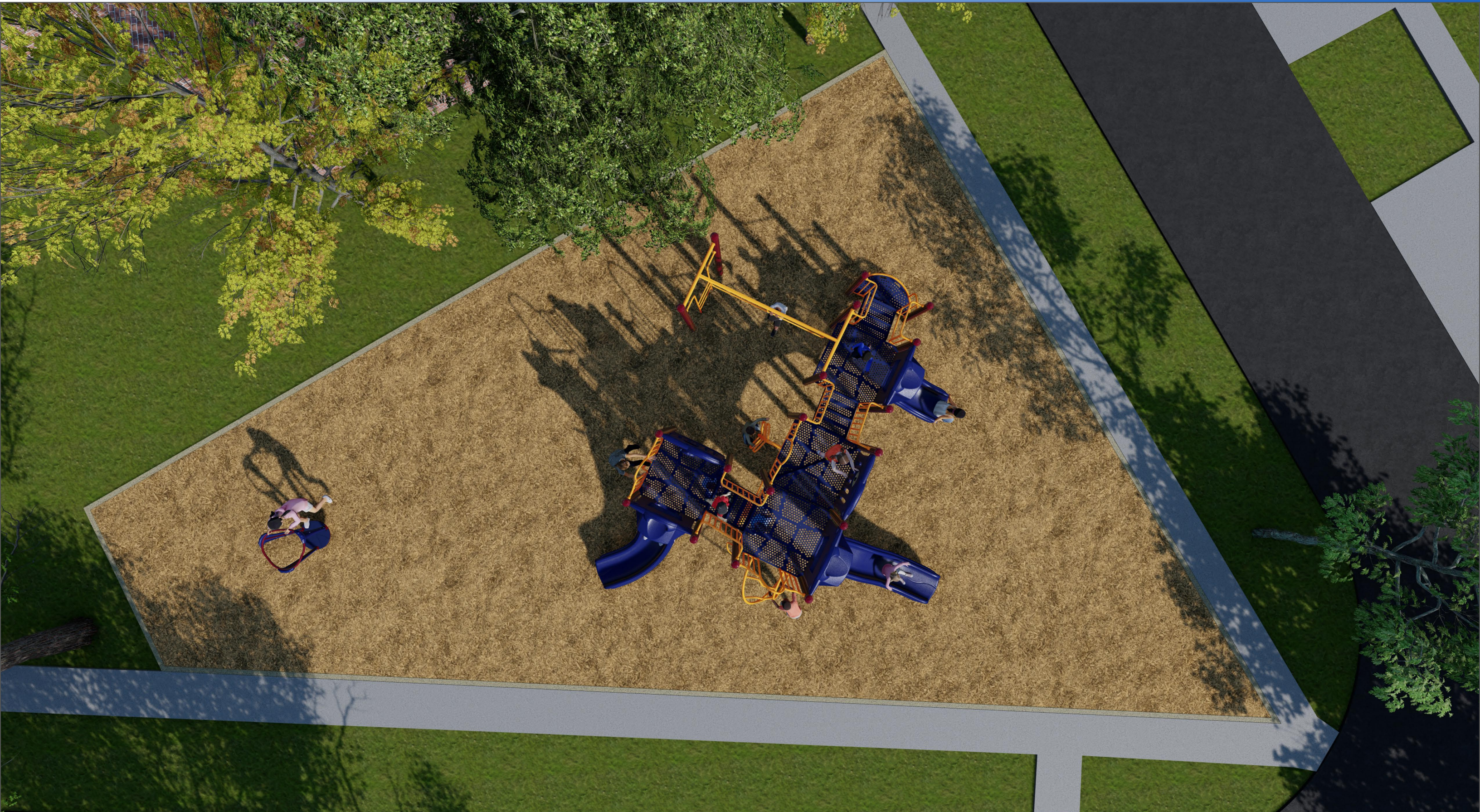
















MINNE-1

3.6.e

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cooper Insurance Service, Inc
Playground Book
P.O. Box 638
Lapel, IN 46051
Bill Hodgkins

CONTACT NAME: Bill Hodgkins

PHONE
(A/C, No, Ext):FAX
(A/C, No):E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Specialty Un Ins Co

13037

INSURER B: National Union Fire Ins Co

19445

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Minnesota Wisconsin Playground Inc.
Premium Park Products LLC
5101 Olson Memorial Hwy
Minneapolis, MN 55422

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CSU0141534	10/26/2021	10/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			BE020773683	10/26/2021	10/26/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFO

For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE () 3.6.e
09/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER North Risk Partners - Fink Agency 2010 Centre Pointe Blvd Mendota Heights 55120		CONTACT NAME: Clare Kulas PHONE (A/C, No, Ext): (651) 379-7800 E-MAIL ADDRESS: clare.kulas@northriskpartners.com FAX (A/C, No):	
INSURED Minnesota Playground Inc., DBA: Minnesota/Wisconsin Playground P. O. Box 27328 Golden Valley MN 55427		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350	

COVERAGES **CERTIFICATE NUMBER:** 21/22 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A372929	10/26/2021	10/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insured's Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anna M. Fink



CERTIFICATE OF LIABILITY INSURANCE

DATE 3.6.e
04/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Minnesota Playground, Inc. Po Box 27328 Minneapolis MN 55427		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19038	

COVERAGES **CERTIFICATE NUMBER:** 2398071 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	N	UB-8M920192-22-42	03/15/2022	03/15/2023 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Minnesota/Wisconsin Playground 5101 Highway 55 Suite 6000 Golden Valley MN 55427	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE () 3.6.e
08/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-21-22 GT	CONTACT NAME: Brenda Young-Epps PHONE (A/C, No, Ext): (404) 995 3074 FAX (A/C, No): E-MAIL ADDRESS: brenda.young@marsh.com INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B : Indemnity Ins Co Of North America</td><td>43575</td></tr><tr><td>INSURER C : ACE Property And Casualty Ins Co</td><td>20699</td></tr><tr><td>INSURER D : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER F : ACE Fire Underwriters Insurance Company</td><td>20702</td></tr></tbody></table>	INSURER	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Indemnity Ins Co Of North America	43575	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : ACE American Insurance Company	22667	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : ACE Fire Underwriters Insurance Company	20702
INSURER	NAIC #														
INSURER A : Evanston Insurance Company	35378														
INSURER B : Indemnity Ins Co Of North America	43575														
INSURER C : ACE Property And Casualty Ins Co	20699														
INSURER D : ACE American Insurance Company	22667														
INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445														
INSURER F : ACE Fire Underwriters Insurance Company	20702														

COVERAGES **CERTIFICATE NUMBER:** ATL-004720864-69 **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		MKLV2PBC001196	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CAL H25558030	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$0		XEUG71549501 003 RETENTION Umb Catastrophe \$25,000	08/01/2021	08/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	WLR C67821956 SCF C67821919 SCF C67821877 (See Additional Page.)	08/01/2021 08/01/2021 08/01/2021	08/01/2022 08/01/2022 08/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella		BE 016159343	08/01/2021	08/01/2022	Each Occurrence 15,000,000 Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder listed below is an additional insured where required by written contract.

CERTIFICATE HOLDER

Minnesota Wisconsin Playground, Inc. P.O. Box 27328 Golden Valley, MN 55427	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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PLAYONL-01

3.6.e

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER American Advantage - Lindow 2311 Silvernail Rd Pewaukee, WI 53072	CONTACT NAME:	
	PHONE (A/C, No, Ext): (262) 548-8070	FAX (A/C, No): (262) 548-0803
INSURED Play On, LLC 11480 75th Street Stillwater, MN 55082	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Acuity A Mutual Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 14184		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		ZC7776	4/29/2022	4/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ZC7776	4/29/2022	4/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
A	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			ZC7776	4/29/2022	4/29/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
MINNESOTA WISCONSIN PLAYGROUND IS HEREBY ADDED AS ADDITIONAL INSURED FOR GENERAL LIABILITY

CERTIFICATE HOLDER

CANCELLATION

MINNESOTA WISCONSIN PLAYGROUND
5101 OLSON MEMORIAL HWY #60
Minneapolis, MN 55422

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lawton Park - Playground Proposal												
Estimated Schedule for Project Proposal												
Site Prep (Exact Dates TBD)										Estimate Start Date	Estimated End Date	Assigned To
Removal and disposal of existing play equipment										8/1/2022	8/11/2023	City of De Pere
Removal and disposal of existing safety surfacing										8/1/2022	8/11/2023	City of De Pere
Excavation and site grading to the proper depth for new playground										8/1/2022	8/11/2023	City of De Pere
Installation of Play Equipment (Exact Dates TBD)												
Accept and unload play equipment shipment										8/14/2023	8/14/2023	City of De Pere
Mark and dig footing holes										8/14/2023	8/17/2023	MWP
Assemble play equipment										8/14/2023	8/17/2023	MWP
Plumb and level play equipment										8/18/2023	8/18/2023	MWP
Pour concrete for play equipment footings										8/21/2023	8/24/2023	MWP
Final plumb and level of play equipment										8/25/2023	8/25/2023	MWP
Final hardware check and tightening										8/25/2023	8/25/2023	MWP
Final play equipment clean up										8/25/2023	8/25/2023	MWP
Playground Border and Safety Surfacing												
Playground border/safety surfacing supply and install										8/28/2023	8/31/2023	City of De Pere
* Final site work, restoration, grading and landscaping is the responsibility of the City.												
**All dates listed above are estimates only and are subject to change with agreements of both parties												
*** All dates are subject to change and are weather permitting.												
**** All dates subject to change based on other proposal of De Pere RFP												



About Minnesota Wisconsin Playground

Family owned since 1978, serving Minnesota and Wisconsin, we have built **over 7000 playgrounds**...telling your story with pride in building strong communities across the Midwest. From planning to ribbon-cutting, we guide our customers through every step of the project. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Minnesota Wisconsin Playground offers an extensive assortment of superior park and recreation products and services to meet all of our client's needs. In addition to GameTime commercial park equipment, we provide turnkey solutions for shelters, shades, site furnishings, recreational surfacing, adult fitness equipment, obstacle courses, splash pads, sports equipment, dog parks, and more.

For decades, Minnesota Wisconsin Playground has led the industry in designing and installing park projects that demonstrate the highest level of craftsmanship, innovation, safety, accessibility and sustainable design. We remain highly selective about which product manufacturers, suppliers, and contractors we partner with to ensure our work goes unrivaled.

With each opportunity, Minnesota Wisconsin Playground looks forward to fostering long-term relationships and earning our client's trust through outstanding customer service and support

Turn-Key Solutions

Telling your story through play equipment and beyond for a turn-key experience that includes shelters, shade, site furnishings, surfacing, adult fitness, obstacle courses, interactive play, splash pads, dog parks, sports equipment and more. **What is your story?**

Leaders in the industry

Safety

Sustainability

Innovative Design

Top craftsmanship

Community Build Experts

Universal Inclusive Designs

Certified Installation Teams

Longevity with MN WI Employees

P.O. Box 27328 | Golden Valley, MN 55427
763.546.7787 | 800.622.5425 | (F) 763.546.5050
info@mnwiplay.com | www.mnwiplay.com



April 7, 2023



Marty Kosobucki
De Pere Park, Rec. and Forestry Dept.
925 S. Sixth Street
De Pere, WI 54115

RE: Furnish and Install Play Equipment – Lawton Park– Labor Warranty

To Marty Kosobucki:

As per our enclosed scope of work for the above referenced project, Minnesota Playground, Inc., dba Minnesota Wisconsin Playground (MWP), shall guarantee that all labor and or workmanship shall be first class and free from defects for one year from the date of substantial completion.

MWP shall, upon notice and without undue delay or expense to the Owner, make good or repair the whole or any part of the work which shall fail or develop unfitness for the purpose for which it is intended within one year after the date of acceptance of the completed work. This repair will be made assuming maintenance has been performed at regularly scheduled intervals as necessary and does not cover normal, or abnormal, wear conditions anticipated for the product nor any type of vandalism. MWP shall complete warranty work within two to three weeks after Owner/Owner's Representative has received part(s) from play equipment supplier.

Sincerely,

Minnesota Playground, Inc.
dba, Minnesota Wisconsin Playground

Eric Denning, General Manager



REFERENCES

Unity School

Balsam Lake, Wisconsin
 Brandon Robinson – Superintendent
 715-825-3515

Avon Elementary

Avon, Minnesota
 Sue Jenkins
 320-356-7346

City of Mora

Joe Kohlgraf
 320-679-1511

Paynesville Schools

May Holmberg
 320-243-3725

Stevens Point School District

Karl Bancker
 715-345-5419

City of Chetek

Chetek, WI
 Dan Knap
 715-642-0822

RECENT PROJECT EXAMPLES

Lake Pacawa Park (2022)

Plover, WI
 Features: Inclusive, Ramps, Swings, Powerscape

Herrman Elementary School (2019)

Sparta, WI
 Features: Ramps, Zipline, Swings, Spinners

Washington Park (2011)

Milwaukee, WI
 Features: Ramps, Swings, Spinners,
 Nature Theme, Freestanding

Hart Park (2011)

Wauwatosa, WI
 Features: Ramps, Powerscape,

Frame Park (2019)

Waukesha, WI
 Features: Inclusive, Powerscape, Swings

Tri Angels Playground

River Falls, WI
 Features: Ramps, Custom GFRC, Powerscape

Red Creek Elementary

Black River Falls, WI
 Features: Ramps, Powerscape, Vistarope

Weitkamp Park

Hudson, WI
 Features: Inclusive, Integrated shade,
 Powerscape, Xscape

Roseland Park

Edina, MN
 Features: Ramps, Netting, Powerscape, Swings

Steve Michand Park (Land of Amazement 2.0)

Lakeville, MN
 Features: Ramps, Powerscape, Swings

Tanglen Elementary

Minnetonka, MN
 Features: Powerscape, Freestanding, Swings

ABOUT GAMETIME

GameTime creates fun, healthy and active places where all children and families become physically, emotionally and socially strong.



GameTime is a leading designer of commercial playground equipment, outdoor fitness products, custom recreation spaces, and site furnishings. We strive to create the kinds of places people love and where people love to play.

Play and recreation is a fundamental human right, and we take our role in helping communities create active, healthy places seriously. We focus on inclusion, diversity and equity in our playground designs, align our products with the research of leading play, health, and wellness experts, and advocate tirelessly for the advancement of safer, more accessible and fun places that bring people together.

This is our mission since 1929: to build the highest quality products, design the most memorable play and recreation experiences, and to lead the industry with innovative solutions that help people of all ages, all abilities, and all backgrounds realize the transforming power of play.

COMPLAINT

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487-07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.

IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal displayed above signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products for superiority before bringing them to market. GameTime is also the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape Plus and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.



ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.



- ① 100% recyclable plastics are manufactured using efficient processes
- ② Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
- ③ 100% recycled plastic lumber
- ④ Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
- ⑤ 100% recyclable plastics
- ⑥ Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
- ⑦ 100% recycled plastic curbs

OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

RECYCLING (ANNUAL)

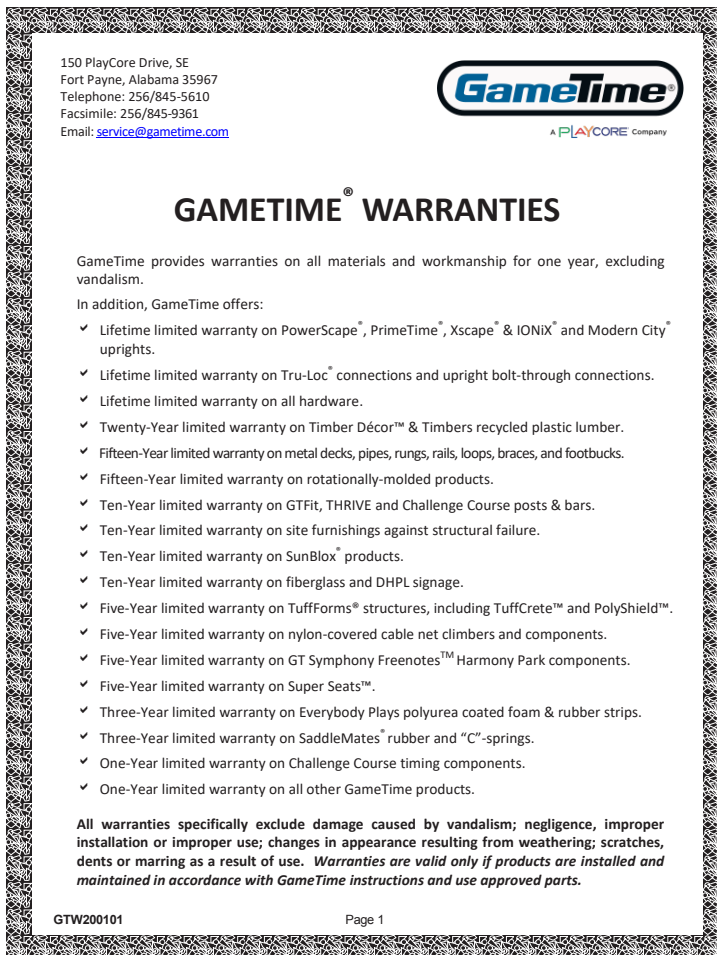
Cardboard: 28.55 tons	Fork lift batteries: 48 lbs.
Paper: 12.25 tons	PVC trimmings: 1,681 lbs.
Scrap plastics: 37,586 lbs.	Steel: 2,791,275 lbs.
Computer equipment: 5,526 lbs.	Aluminum: 27,965 lbs.
Plastic bottles: 23,850	Cartridges: 260
Fluorescent bulbs: (4') 428	Trash can lids: 220 lbs.
Ballasts: 83 lbs.	Polyurea (liquid): 100 gallons

125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible - without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

WARRANTY

GameTime offers a comprehensive warranty on all of our products.



- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprigths.
- Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- Lifetime limited warranty on all hardware.
- Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- Fifteen-Year limited warranty on rotationally-molded products.
- Ten-Year limited warranty on GTFit, THRIVE and Challenge Course posts & bars.
- Ten-Year limited warranty on site furnishings against structural failure.
- Ten-Year limited warranty on SunBlox® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- One-Year limited warranty on Challenge Course timing components.
- One-Year limited warranty on all other GameTime products.a

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all its parts will be free from defects in material and manufacturing workmanship.

POWERSCAPE

GameTime's premier 5" play system for ultra-tough durability.



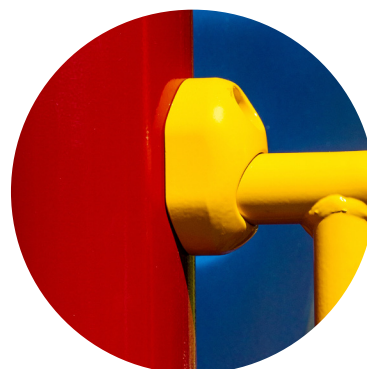
EVERYTHING YOU WANT FROM A PLAY SYSTEM

- 5" diameter uprights available in aluminum or galvanized steel
- Choose from an extensive offering of exclusive components and signature products
- Lifetime limited warranty on uprights, posts and hardware
- NEW Tru-Loc® offers streamlined connections with 50% less hardware for easier construction and maintenance
- Largest decks in the industry and slipresistant Tuff Clad™ deck coatings for increased footing
- Entry archways to help direct traffic and prevent inadvertent falls
- Tough, baked-on powder coat finish
- Exclusive Direct bolt technology
- IPEMA certified

THE TRU-LOC ADVANTAGE

Our patented Tru-Loc® is far superior to the average "clamp around" system!

- Next generation direct bolt features elegant, innovative engineering
- Connection offers sleeker lines and cleaner designs
- Tru-Loc® Panel Connector is ASTM/EN/CSA compliant
- Smooth "kid-friendly" connection point, no rough edges
- Connections are concealed within the sleeve, no exposed hardware



GameTime Color Options

We've updated our materials with new colors and finishes for 2023, including new metals, plastics, deck coatings, and shade fabrics.

Want to get a closer look at our new colors?

Request a sample kit from your local GameTime representative or mix and match a custom palette online at gametime.com/color-wizard.

VISTAROPET™ STANDARD

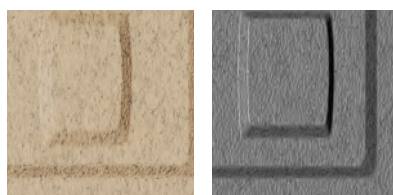


VISTAROPET™ CUSTOM



*Colors for VistaRope products only. All standard GameTime ropes are black.

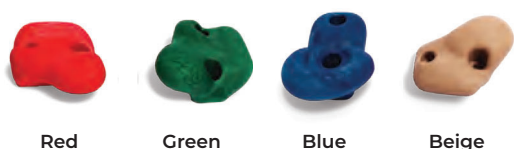
SPECIAL ROCK



Sandstone

Deep Granite

WALLCANO® HANDHOLDS



Red

Green

Blue

Beige

SITE RECYCLED PLASTIC LUMBER

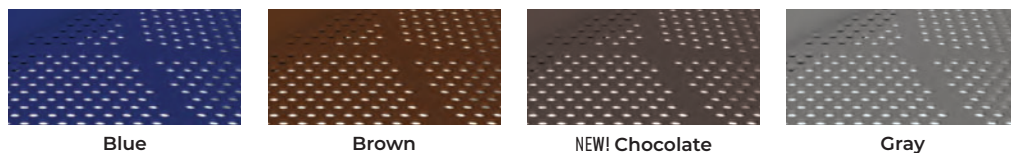


Gray

Tudor

Sand

DECKS



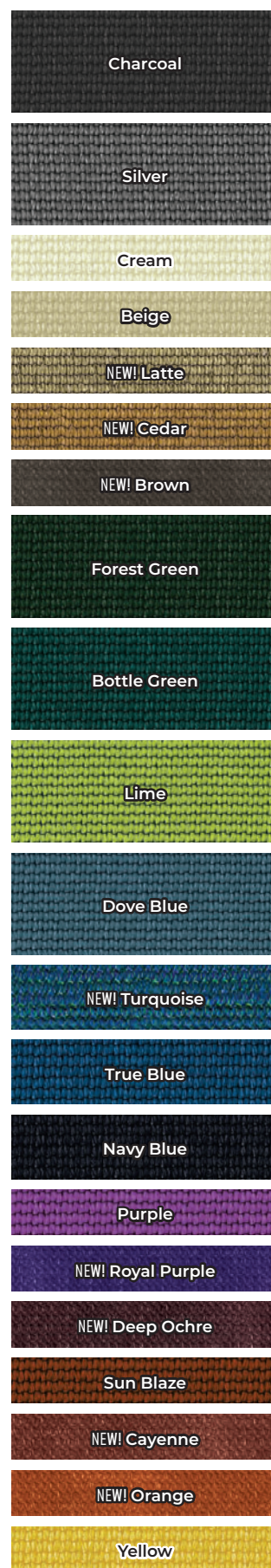
Blue

Brown

NEW! Chocolate

Gray

SHADE FABRIC



METAL	PLASTIC	HDPE	2 COLOR HDPE
Black		Black	Black/White
Starlight Black	Champagne		Gray/Black
Metallic		Dolphin Gray	White/Black
White			
NEW! Vanilla	Beige	Beige	Beige/Green
Champagne			
Beige			
Brown	Brown	Brown	NEW! Brown/White
Bronze			
Dark Green			
Green	Green	Green	Green/White
NEW! Sage			
NEW! Ice Butter	NEW! Chartreuse		
NEW! Ice Mint			
NEW! Chartreuse	Spring Green	Spring Green	Spring Green/White
Spring Green			
NEW! Ocean			
NEW! Azure	NEW! Azure	Sky Blue	NEW! Azure/White
NEW! Sea Mist	Sky Blue		Sky Blue/White
Sky Blue		Blue	NEW! Blue/White
Blue	Blue		
Periwinkle	Periwinkle	Purple	NEW! Purple/White
Royal Purple	Royal Purple		
Burgundy	Burgundy	Burgundy	NEW! Burgundy/White
Red	Red	Red	Red/White
Orange	Orange	Orange	NEW! Orange/White
Butterscotch			
Yellow	Yellow	Yellow	Yellow/Black

NEW!



BEDROCK

Fabric Shade **Silver**
 Plastic Roof **Champagne**
 Uprights **Sage**
 Accent 1 **White**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Champagne**
 Tube **Champagne**
 Rock **Dark Granite**
 Decks **Brown**

NEW!



MOSSY GROVE

Fabric Shade **Lime**
 Plastic Roof **Chartreuse**
 Uprights **Sage**
 Accent 1 **Chartreuse**
 HDPE **Spring Green**
 2 Color HDPE **Spring Green/White**
 Roto Plastic **Chartreuse**
 Tube **Champagne**
 Rock **Sandstone**
 Decks **Brown**

SPRING BLOOM

Fabric Shade **True Blue**
 Plastic Roof **Spring Green**
 Uprights **Champagne**
 Accent 1 **Spring Green**
 HDPE **Sky Blue**
 2 Color HDPE **Sky Blue/White**
 Roto Plastic **Sky Blue**
 Tube **Spring Green**
 Rock **Deep Granite**
 Decks **Brown**



MALIBU

Fabric Shade **Forest Green**
 Plastic Roof **Spring Green**
 Uprights **Bronze**
 Accent 1 **Beige**
 HDPE **Spring Green**
 2 Color HDPE **Spring Green/White**
 Roto Plastic **Spring Green**
 Tube **Spring Green**
 Rock **Sandstone**
 Decks **Brown**



JURASSIC

Fabric Shade **Sun Blaze**
 Plastic Roof **Champagne**
 Uprights **Sage**
 Accent 1 **Butterscotch**
 HDPE **Dolphin Gray**
 2 Color HDPE **Burgundy/White**
 Roto Plastic **Champagne**
 Tube **Champagne**
 Rock **Sandstone**
 Decks **Brown**



FORESTER

Fabric Shade **Forest Green**
 Plastic Roof **Green**
 Uprights **Brown**
 Accent 1 **Beige**
 HDPE **Beige**
 2 Color HDPE **Beige/Green**
 Roto Plastic **Green**
 Tube **Green**
 Rock **Deep Granite**
 Decks **Brown**



NEW!



AURORA

- Fabric Shade **Bottle Green**
- Plastic Roof **Azure**
- Uprights **Ice Butter**
- Accent 1 **Azure**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Azure**
- Tube **Azure**
- Rock **Dark Granite**
- Decks **Gray**



AVALON

- Fabric Shade **Silver**
- Plastic Roof **Champagne**
- Uprights **Bronze**
- Accent 1 **White**
- HDPE **Dolphin Gray**
- 2 Color HDPE **Gray/Black**
- Roto Plastic **Periwinkle**
- Tube **Periwinkle**
- Rock **Deep Granite**
- Decks **Gray**



WEST PALM

- Fabric Shade **Lime**
- Plastic Roof **Orange**
- Uprights **Sky Blue**
- Accent 1 **Spring Green**
- HDPE **Blue**
- 2 Color HDPE **Spring Green/White**
- Roto Plastic **Orange**
- Tube **Orange**
- Rock **Sandstone**
- Decks **Gray**

WHIMSY

Fabric Shade **Navy Blue**

Plastic Roof **Orange**

Uprights **White**

Accent 1 **Blue**

HDPE **Orange**

2 Color HDPE **Spring Green/White**

Roto Plastic **Periwinkle**

Tube **Sky Blue**

Rock **Deep Granite**

Decks **Grey**



WATERMELON

Fabric Shade **Lime**

Plastic Roof **Red**

Uprights **White**

Accent 1 **Chartreuse**

HDPE **Green**

2 Color HDPE **Spring Green/White**

Roto Plastic **Red**

Tube **Red**

Rock **Dark Granite**

Decks **Blue**

NEW!



OCEAN FLOOR

Fabric Shade **True Blue**

Plastic Roof **Azure**

Uprights **Chartreuse**

Accent 1 **Royal Purple**

HDPE **Dolphin Gray**

2 Color HDPE **Spring Green/White**

Roto Plastic **Azure**

Tube **Azure**

Rock **Dark Granite**

Decks **Brown**

NEW!



NEW!



BEE HIVE

Fabric Shade **Silver**
 Plastic Roof **Yellow**
 Uprights **Black**
 Accent 1 **Ice Butter**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Yellow**
 Tube **Yellow**
 Rock **Dark Granite**
 Decks **Brown**

NEW!



ERUPTION

Fabric Shade **Sun Blaze**
 Plastic Roof **Red**
 Uprights **Orange**
 Accent 1 **Butterscotch**
 HDPE **Orange**
 2 Color HDPE **Red/White**
 Roto Plastic **Red**
 Tube **Red**
 Rock **Dark Granite**
 Decks **Brown**



SUNRISE

Fabric Shade **Yellow**
 Plastic Roof **Royal Purple**
 Uprights **Orange**
 Accent 1 **White**
 HDPE **Dolphin Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Royal Purple**
 Tube **Royal Purple**
 Rock **Deep Granite**
 Decks **Gray**

JOVIAL

Fabric Shade **Navy Blue**
 Plastic Roof **Spring Green**
 Uprights **Burgundy**
 Accent 1 **Butterscotch**
 HDPE **Gray**
 2 Color HDPE **Gray/Black**
 Roto Plastic **Spring Green**
 Tube **Spring Green**
 Rock **Deep Granite**
 Decks **Blue**



MACAW

Fabric Shade **Yellow**
 Plastic Roof **Yellow**
 Uprights **Orange**
 Accent 1 **Chartreuse**
 HDPE **Sky Blue**
 2 Color HDPE **Sky Blue/White**
 Roto Plastic **Red**
 Tube **Red**
 Rock **Dark Granite**
 Decks **Blue**



GUM DROP

Fabric Shade **Navy Blue**
 Plastic Roof **Blue**
 Uprights **Burgundy**
 Accent 1 **Butterscotch**
 HDPE **Blue**
 2 Color HDPE **Red/White**
 Roto Plastic **Blue**
 Tube **Blue**
 Rock **Deep Granite**
 Decks **Blue**





City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Grant Application for Canoe/Kayak Launch to NRDA.*

ATTACHMENTS:

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

CITY OF DE PERE MEMO



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

RE: Canoe/Kayak Launch Grant Application - NRDA

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



FOX RIVER/GREEN BAY NRDA RESTORATION PROJECT IDEA FORM

CONTACT INFORMATION

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

Name of Organization: City of De Pere

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

Phone Number: 920-339-8358

E-mail: mkosobucki@deperewi.gov

Date Submitted:

PROJECT AT A GLANCE

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

Project Location: Voyageur Park

Current Land ownership: City of De Pere

Future Land ownership:

Total NRDA Funding Requested: \$ 20,427.00

Estimated Matching Funds: \$ 20,427.00

Estimated Total Project Cost: \$ 40,854.00

Primary Project Category: Increased Public Access to Fishery Resource

Anticipated Impacts: Acres Restored

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

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

PROJECT NARRATIVE:

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

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

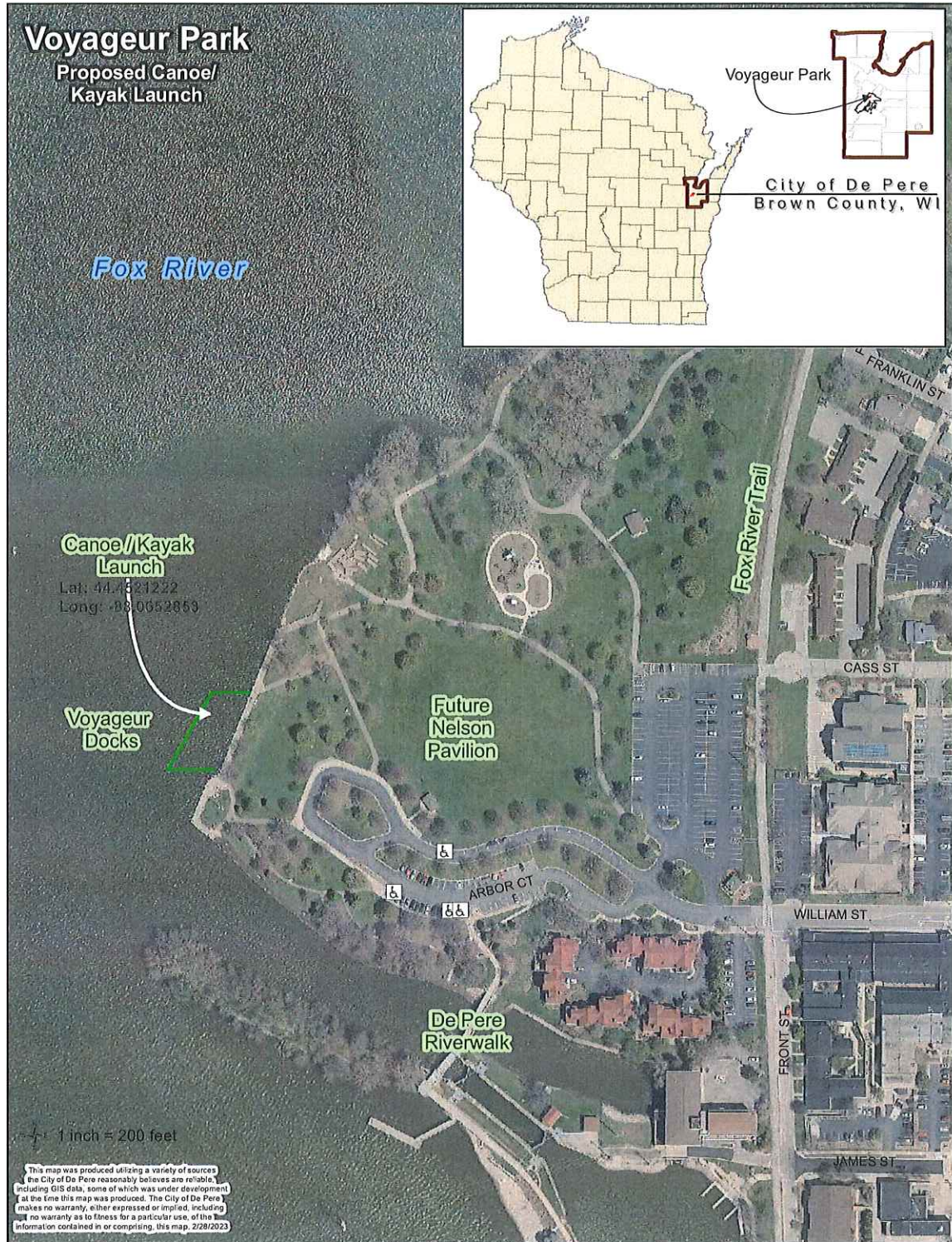
METHODS AND TIMELINE:

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

? MAINTENANCE AND MONITORING:

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

PROJECT LOCATION MAP (insert below):



PROJECT BUDGET:

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

BUDGET NARRATIVE:**PROJECT ATTACHMENTS:**

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



816-260-5113

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

Estimate

Date	Estimate #
2/15/2023	4451

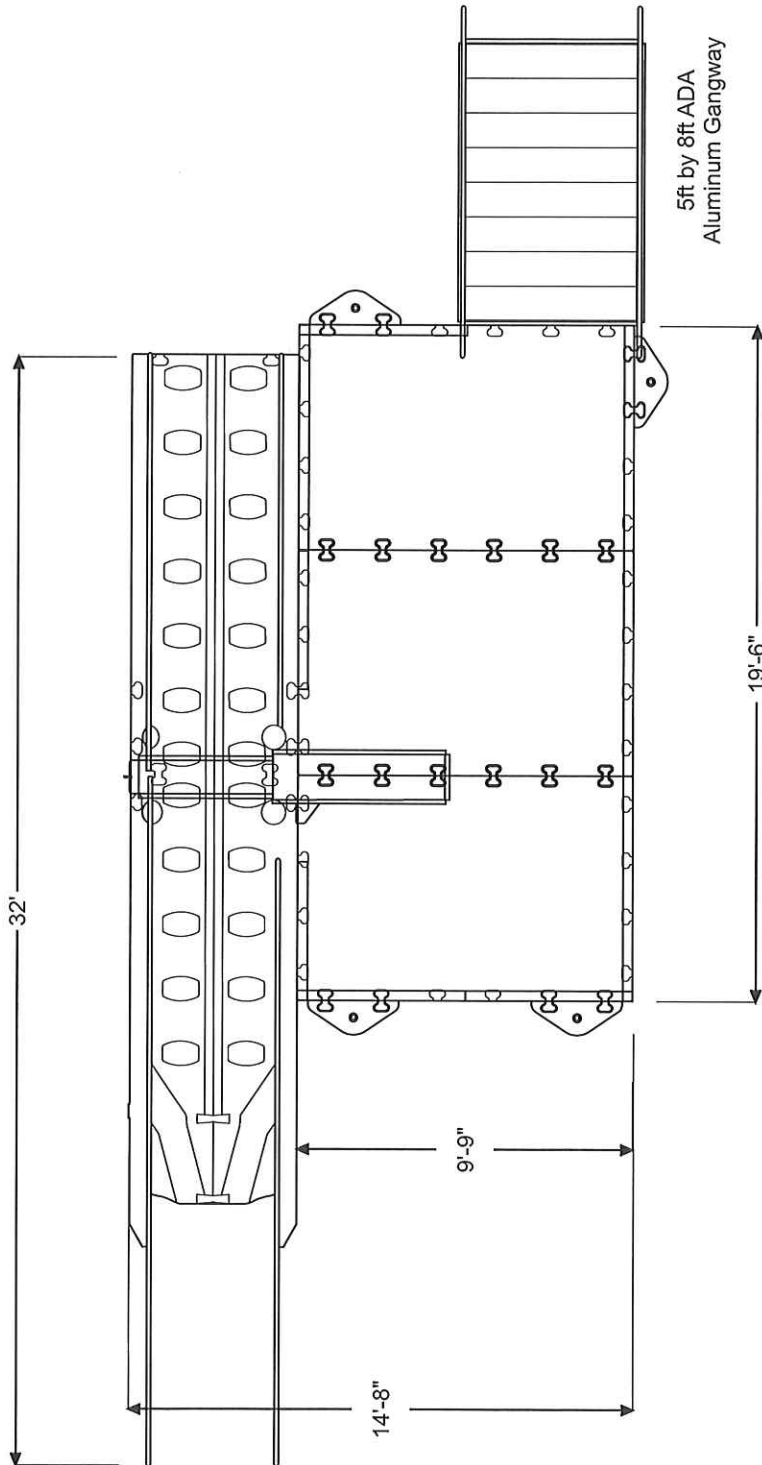
Name / Address	
EZ Dock Floating Dock Systems ATTN: Bob Erdman 8227 Burma Ln Pickerel, WI 54465	
Dock Location	
Customer Phone	715-484-2277

Rep	P.O. No.

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

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

MADE IN
USA



Project Name:

Voyager Park ADA Drawing
De Perc, WI

Distributor Name:

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

Drawn by: Justin Lance

Date: 2/15/2023

DWG Name: ABC_44972354025

EZ Dock, Inc

878 East Highway 60

Monett, Missouri 65708

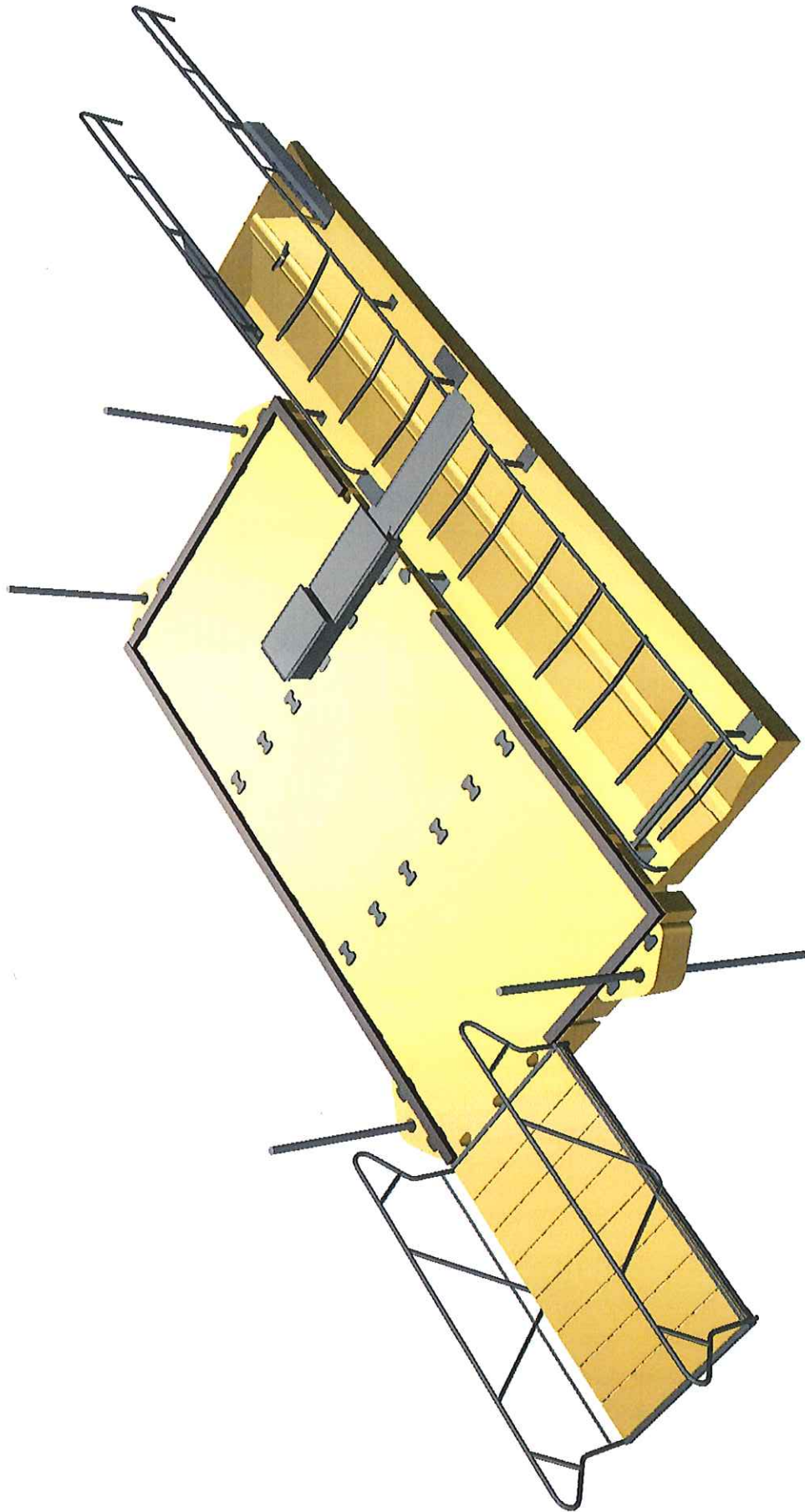
Phone: 1 (800) 654-8168

Fax: (417) 235-2232

General Notes:

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

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





City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Grant Application for Canoe/Kayak Launch to WDNR.*

ATTACHMENTS:

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

CITY OF DE PERE MEMO



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

RE: Canoe/Kayak Launch Grant Application - WDNR

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

**Recreational Boating Facilities
Development/Renovation Grant Application**
Form 8700-343D (3/22) Page 1 of 5

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

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

Section 1. Applicant Information

Applicant/Organization Name

City of De Pere

Organization Mailing Address 925 S Sixth St	City De Pere	State WI	ZIP Code 54115
Individual Authorized to Act on Behalf of Applicant per Resolution Marty Kosobucki	Phone Number (920) 339-8358	Email Address mkosobucki@deperewi.gov	
ACH Payment Established with DNR? ☐ Yes ☒ No		If Yes, Email Address for ACH Payment	
Mail Check to (if no ACH or address is different from applicant)			

Address	City	State	ZIP Code
Are you a lake association? ☐ Yes ☒ No			

Section 2. General Project Information

Project Title

Voyageur Park Kayak/Canoe Launch

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

¼ ¼ SW NW	Section 22	Township 23 N	Range 20	☒ E ☐ W	Latitude (decimal degrees) 44.45	Longitude (decimal degrees) -88.06	County Brown
Waterbody Name Fox River							Acres (DNR will fill in)
Property Owner (if other than applicant)							Phone Number
Street Address					City	State	ZIP Code
☒ Public Entity ☐ Private Entity ☐ Lease or Easement					Expiration Date: _____		

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

City of De Pere

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

Will you charge a launch fee? ☐ Yes ☒ No

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

Who did you talk to and reason why no permit is needed?
Consulted with Scott Koehnke from the WDNR.

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

Recreational Boating Facilities Development/Renovation Grant Application

Form 8700-343D (3/22)

Page 2 of 5

Section 3. Existing Conditions

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

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

Section 4. Feasibility Statement

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

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

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

Section 5. Budget

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

Part A – Itemized Budget Detail

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

Recreational Boating Facilities Development/Renovation Grant Application

Form 8700-343D (3/22)

Page 3 of 5

Part B – Cost Estimate Summary

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

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

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

Part C – Cost Share

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

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

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

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

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

Recreational Boating Facilities Development/Renovation Grant Application

Form 8700-343D (3/22)

Page 4 of 5

Section 7: Other Items

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

Wetland Analysis? ☐ Yes ☒ No

Phase I Environmental Site Assessment? ☐ Yes ☒ No

Archaeological or Historical Investigation? ☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Will your project correct a significant health or safety hazard?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

What is the state of readiness of your project?

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

Section 8: Timeline

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

Section 9: Required Attachments

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

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

Form 8700-343D (3/22)

Page 5 of 5

Section 10. Certification

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

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

Marty Kosobucki

Signature of Authorized Representative

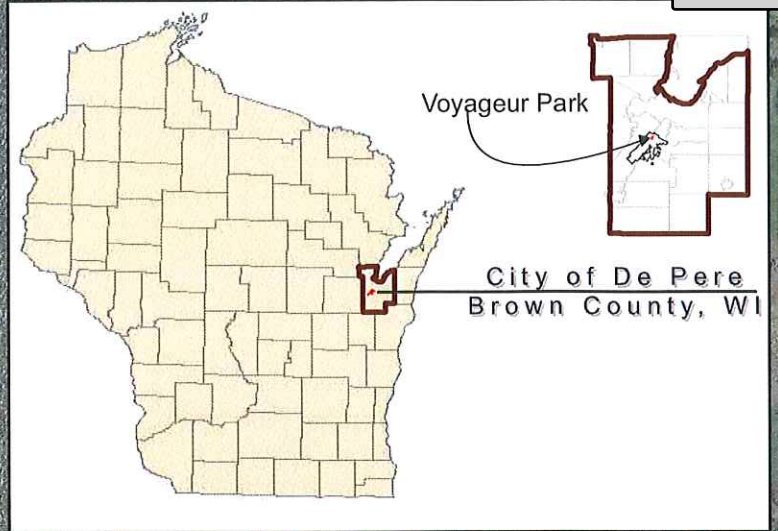
3/21/2023

Date Signed

Voyageur Park

Proposed Canoe/
Kayak Launch

Fox River



Canoe/Kayak
Launch

Lat: 44.4621222
Long: -88.0652853

Voyageur
Docks

Future
Nelson
Pavilion

Fox River Trail

De Pere
Riverwalk

1 inch = 200 feet

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



816-260-5113

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

Estimate

Date	Estimate #
2/15/2023	4451

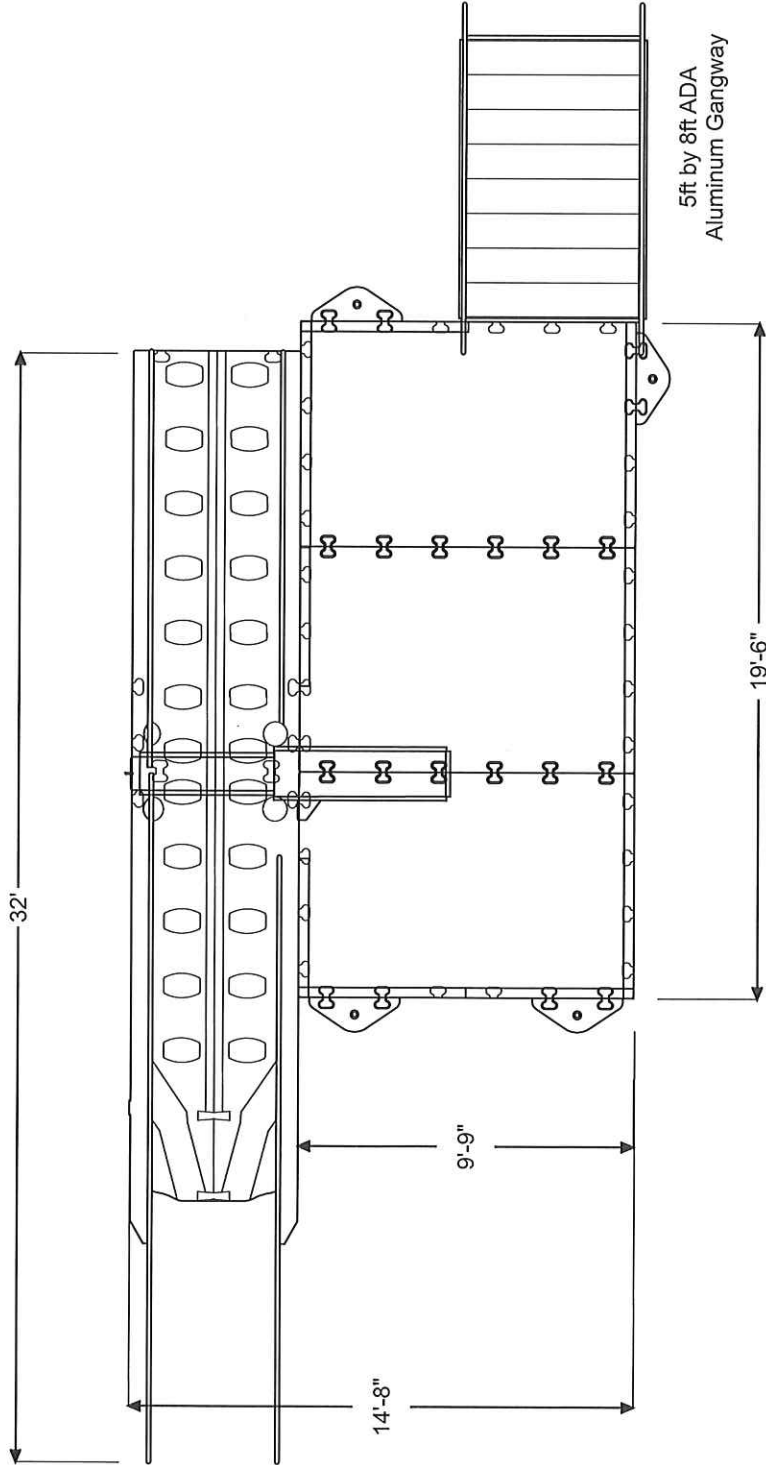
Name / Address	
EZ Dock Floating Dock Systems ATTN: Bob Erdman 8227 Burma Ln Pickerel, WI 54465	
Dock Location	
Customer Phone	715-484-2277

Rep	P.O. No.

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

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

MADE IN
USA



Project Name:

Voyager Park ADA Drawing
De Perc, WI

Distributor Name:

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

Drawn by: Justin Lance

Date: 2/15/2023

DWG Name: ABC_44972354025

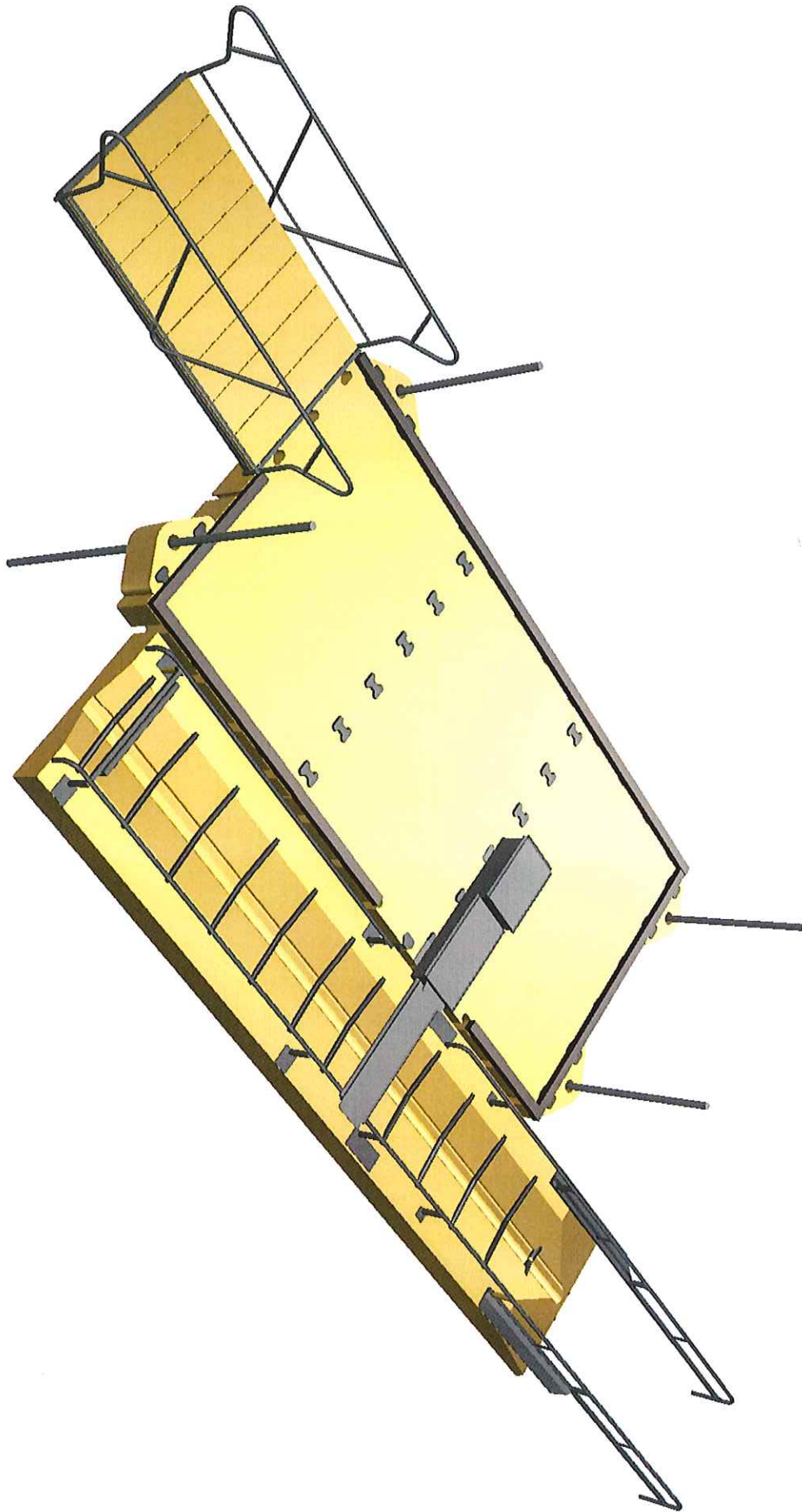
EZ Dock, Inc

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

General Notes:

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

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





City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve Alkalinity System
Quote from Carrico Aquatics with an Additional \$860 From Pool
Referendum Funding.*

ATTACHMENTS:

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

CITY OF DE PERE MEMO



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

RE: Approval of Carrico Quote for Alkalinity System

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

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

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



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

March 16, 2023

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

RE: *Alkalinity Management Systems*

Dear Eric,

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

Alkalinity Management Systems:

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

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

Terms for this sale are:

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

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

Thank you,

Curtis Momsen
Account Manager
Carrico Aquatic Resources, Inc.

ACCEPTANCE OF PROPOSAL

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



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Discussion of Nelson Pavilion Budget Breakdown

ATTACHMENTS:

- Memo.Nelson Pavilion Summary (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners

From: Marty Kosobucki

Date: April 20, 2023

RE: Nelson Pavilion Updates/Summary/Budget

Prior to approving the bid for the construction of the Nelson Pavilion I thought it would be beneficial for the Park Board to have broader understanding and picture of the current situation. While the bid for the construction of the Nelson Pavilion came in right around our estimate, it does not paint the entire picture. Below is a quick snapshot of the anticipated budgetary breakdown of the facility as we move forward.

Revenue					\$1,619,000
Current Expenses	\$91,000	Engineering			
	\$ 2,500	Soil Boring			
Proposed Exp			\$1,535,811	Construction	
			\$ 6,091	Alternate I – Not recommended	
			\$ 17,530	Alternate II - Deduct	
			\$ 3,500	FFE/Start up	
			\$ 15,000	Surveillance	
			\$ 5,000	Network Equip	
			\$ 10,000	Digital Access	
			\$ 100,000	Soil Remediation	
			\$ 5,000	Donor Sign	
Total Expenses	\$93,500		\$1,656,781		\$1,701,281
					(\$ 131,281)

Alternate I – Is not being recommended by staff. The Alternate outlines an additional cost to convert a section of concrete to pavement. Staff would recommend concrete over pavement, however would of considered the Alternate if there was a significant cost reduction.

Alternate II – Includes a significant deduction for converting lineal metal clad siding to painted gypsum board for the ceiling in the multi purpose room.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve the Bids for the Nelson Family Pavilion.*

ATTACHMENTS:

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

CITY OF DE PERE MEMO



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

RE: Nelson Pavilion

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

Staff would recommend the following...

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



**PROJECT 23-20
NELSON FAMILY PAVILION**

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



April 11, 2023

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

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

Mr. Kosobucki;

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

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

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

Respectfully,

McMahon Associates, Inc.

Kevin Chevalier, Assoc. AIA
Project Manager



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Review and Discussion on Proposed Capital Improvement Plan

ATTACHMENTS:

- Memo.CIP Cover (PDF)
- DRAFT - CIP 2024 - 2030.2-21-23 (XLSX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki
 Date: April 20, 2023
 RE: Proposed Capital Improvement Plan

You have a copy of a proposed Capital Improvement Plan (CIP) that will be submitted to the City Administrator for consideration in developing the all-city CIP. Upon final development, the proposed CIP will be submitted to the City Council for consideration. As always, I wanted to provide you the draft so that you can provide input and/or comment as it relates to how we have structured the proposal. Also, as a reminder this is just a plan and does not assure funding for identified projects nor does assure a project will occur in a specified year. However, it is a valuable tool for planning purposes from a department perspective as well as a City perspective.

I have provided a handful of highlights for you as the entire document can be somewhat intimidating.

When developing the CIP, I use a handful of general rules.

- Projects that were eliminated from consideration in the current or previous years are automatically transferred into the new plan... we simply don't eliminate them.
- Generally speaking, projects that involve addressing a safety concern and/or "taking care of what we have" will tend to rank higher on priority scale.

Vehicle Purchases:

The topic of vehicle replacing/purchasing has been increasing the level of concern over the last year or so. Due to the market, availability of vehicles, wait times, rising costs, and other factors it has put the City in a difficult position for budgeting as well as planning for vehicles. In an effort to counter the market and put the City in the best possible position, we likely need to rethink how we use, purchase and replace vehicles. It is my understanding that the City will be taking on the topic from a much larger viewpoint, however to address the immediate concern I am proposing that we move up the budget proposals for vehicles by one year. Simplified...

- o if we have a vehicle proposed for replacement in 2026,
- o we will propose budgeting for replacement in 2025, and
- o anticipate arrival would be the end of 2026 into 2027.

By using this method we are insuring the best possible price.

Ice Arena:

In reviewing the budget projections, we are on pace to have the user fee/surcharge pay off the chiller replacement this year. That will mean the fund will no longer be in the red.

I have met with the manager of our Ice Arena about the condition and future of the facility. While its difficult to predict, there is a slow growing concern about the long-term condition and sustainability of the facility. While some of the items/topics can be replaced reasonably through the Ice Arena Fund over the years, some of the items are very large ticket items and will need discussion and analysis. In order to get a better grip and understanding of the facility, its current condition, and the outlook of repairs, I would recommend we move forward with chartering a facility condition report of the facility. This will trigger many needed conversations and also provide some budgetary guidance.

Waterview Heights:

A parcel of land has been donated to the City in the Waterview Heights subdivision for the purpose of a park. We anticipate the road going in adjacent to the park in 2025. When this occurs, we recommend doing some general landscaping to provide a flat green space so that its not an eye sore and can be worked with easily for future development of the park.

Wilson Park:

I have put in some general dollars for developing Wilson Park over the next couple years. While the exact development and exact dollars will not be known until we get an approved plan, I wanted to begin showing some budgetary allocation toward improving Wilson Park.

Legion Pool:

I have continued to put place holders for the design and construction of Legion Pool in the CIP, however this is a very fluent topic that much conversation and decision would need to take place.

Wild Card Projects:

For a lack of better terms there are a handful of Wild Card Projects listed in the plan. Many times they are listed in the plan for purposes of identifying the project for grant purposes and fundraising, or simply to keep the thought of the project around.

Urban Soccer Complex – City funding for this is not likely, however if grant or private funding would come available it would serve a great purpose in our community.

Turf Baseball Field – Again, city funding for such a facility is highly unlikely, however a turf baseball field would have many benefits, uses, and provide flexibility where regular grass fields do not.

Community Center Expansion – The city continues to offer programs and services to the community. We have expanded programming to facilities outside of our own (ie. Schools). However, there are increased challenges with effectively offering programs in facilities not our own (ie. Short notice Cancelations). Expanding our facilities would certainly aid in providing more and quality programming to the City. However, once again...receiving major city funding for such a project is minimal. Listing it does help with potential donors. In fact, we do have one donor that is a big supporter of the Community Center very interested in the topic/concept.

Restroom Buildings:

The Kiwanis Park Shelter and Samantha Park Shelter proposed projects have been in the CIP for the last 10 years and unfortunately have not gained much traction. I'd like to get the Park Board opinion on continuing to keep the projects in the plan or to remove?

PARKS CIP 2024 - 2030

FUNDING SOURCES

Parks PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST												
					Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Parks & Public Lands	2024		ADA Sidewalk/Hard Surface replacement program	\$ 25,000	\$ 25,000											
Parks & Public Lands	2024		Crackfilling/Sealcoating Program	\$ 10,000												
Community Center	2024		Maintenance Fund	\$ 10,000	\$ 10,000											
Park Equipment/Veh. Maint.	2024		Replace #301 Stumper	\$ 90,000												
Parks & Public Lands	2024		Optimisit Park - ADA Route and storage bldg repair	\$ 60,000					?							
Park Equipment/Veh. Maint.	2024		Replace Truck #18 - 2004 5yd Dump - 26	\$ 95,000					\$ 95,000							
Park Equipment/Veh. Maint.	2024		Replace #34 Watering Van - 24	\$ 70,000					\$ 70,000							
Park Equipment/Veh. Maint.	2024		Replace 6 ft mower (#307) - (2025 Delivery)	\$ 50,000	\$ 50,000											
Park Equipment/Veh. Maint	2024		Replace #207 (3/4 Ton Truck)(2025 Delivery)	\$ 80,000					\$ 80,000							
Ice Arena	2024		Facility Condition Anaylsis	\$ 25,000												\$ 25,000
Park Equipment/Veh. Maint.	2024		Single Unit Trailer Replacement	\$ 5,000	\$ 5,000											
Parks & Public Lands	2024		Kiwanis Park - Water line and fountain	\$ 25,000	?				?							
Parks & Public Lands	2024		Kiwanis Parking Lot resurface	\$ 25,000					?							
Parks & Public Lands	2024		Perkofski Parking Lot resur	\$ 220,000					?							
Parks & Public Lands	2024		Braiser and Legion Roof replace	\$ 20,000	\$ 20,000											
Parks & Public Lands	2024		Jim Martin - Overlay	\$ 50,000					\$ 50,000							
Ice Arena	2024		Replace Ceiling insulation	\$ 50,000												\$ 50,000
Park Equipment/Veh. Maint.	2024		Tractor Loader Frame	\$ 8,000	\$ 8,000											
Parks & Public Lands	2024		Wilson Park Improvements	\$ 25,000					?							
Parks & Public Lands	2024		VFW Octagon Repairs	\$ 10,000	\$ 10,000											
Parks & Public Lands	2024		Replace Willems Park Playground (1995)	\$ 80,000					\$ 80,000							
Parks & Public Lands	2024		Replace Rainbow Park Playground (1998)	\$ 135,000					\$ 135,000							
Community Center	2024		Replace Patio Furniture	\$ 25,000	\$ 25,000											
Swimming Pools	2024		Decorative Planters - VFW Aquatic Facility	\$ 6,000	\$ 6,000											\$ 6,000
Parks & Public Lands	2024		Jim Martin Parking Lot Addition	\$ 105,000					\$ 105,000							
Parks & Public Lands	2024		Park Light Replacement Program (LED Heads)	\$ 15,000	\$ 15,000											
TOTAL				\$ 1,274,000	\$ 139,000	\$ -	\$ -	\$ -	\$ 615,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,000

Parks PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST												
					Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Parks & Public Lands	2025		ADA Sidewalk/Hard Surface replacement program	\$ 25,000	\$ 25,000											
Parks & Public Lands	2025		Crackfilling/Sealcoating Program	\$ 15,000												
Community Center	2025		Maintenance Fund	\$ 15,000	\$ 15,000											
Parks & Public Lands	2025		Replace Carney Park Playground (1994)	\$ 85,000					\$ 85,000							
Park Equipment/Veh. Maint.	2025		Refab Truck 64 for Forestry Operations (Bucket Truck)	\$ 125,000					\$ 125,000							
Replace Car #11	2025		Replace #11 (Hybrid Sedan)	\$ 45,000					\$ 45,000							
Park Equipment/Veh. Maint	2025		Replace Truck 308 (1 Ton) (2026 Delivery)	\$ 95,000					\$ 95,000							
Park Equipment/Veh. Maint	2025		Replace Truck 7 (1/2 ton) (2026 Delivery)	\$ 50,000	\$ 50,000				\$ 50,000							
Swimming Pools	2025		Legion Pool Technical Design/Bidding	\$ 475,000												\$ 475,000
Parks & Public Lands	2025		Waterview Heights Grading	\$ 40,000					?							
Parks& Public Lands	2025		Replace Kiwanis Playground (2003)	\$ 155,000					\$ 155,000							
Parks & Public Lands	2025		Wilson Park Improvements - Phase II	\$ 30,000					\$ 30,000							
Parks & Public Lands	2025		Waterview Heights Park Development	\$ 200,000	\$ 200,000											
Boat Ramps	2025		Perkofski - New roof and Furnace	\$ 11,000	?											
Ice Arena	2025		Replace locker room flooring	\$ 45,000												\$ 45,000
Park Equip	2025		Roof and Fascia replacement - VFW #2/Patriot	\$ 14,000	14000											
Community Center	2025		Replacement of counters, updates	\$ 15,000	\$ 15,000											
Community Center	2025		Lower Level Outdoor Signage	\$ 12,000	\$ 12,000											
Parks & Public Lands	2025		Canoe/Kayak Launch	\$ 50,000	\$ 25,000			\$ 25,000								
Parks & Public Lands	2025		Replace Patriot Park Shelter	\$ 230,000					\$ 230,000							

Community Center	2025		Community Center Expansion	\$ 1,000,000			750,000		\$ 250,000						
Parks & Public Lands	2024		Turf Baseball Field	\$ 225,000			\$ 150,000		\$ 75,000						
Parks & Public Lands	2025		Park Light Replacement Program (LED Heads)	\$ 15,000	\$ 15,000										
TOTAL				\$ 2,932,000	\$ 346,000	\$ -	\$ 900,000	\$ 25,000	\$ 1,140,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 520,000

<i>Parks</i> PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST	Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Parks & Public Lands	2026		ADA Sidewalk/Hard Surface replacement program	\$ 30,000	\$ 30,000											
Parks & Public Lands	2026		Crackfilling/Sealcoating Program	\$ 15,000												
Communtiy Center	2026		Maintenance Fund	\$ 15,000	\$ 15,000											
Park Equipment/Veh. Maint.	2026		Replace Truck #20 - 3/4 Ton (2027 Delivery)	\$ 90,000					\$ 90,000							
Swimming Pools	2026		Legion Aquatic Facility and Construction Oversight	\$ 7,500,000												\$ 7,500,000
Parks and Public Lands	2026		Riverwalk refurbishment (painting, sandblasting, repairs)	\$ 150,000	?											?
Parks & Public Lands	2026		Kiwanis Shelter/restrooms	\$ 230,000					\$ 230,000							
Parks & Public Lands	2026		Park Light Replacement Program (LED Heads)	\$ 15,000	\$ 15,000											
Parks & Public Lands	2026		Octagon Roof Replacement	\$ 14,000	?											
Parks & Public Lands	2026		Urban Soccer Complex	\$ 150,000			150,000									
Parks & Public Lands	2026		SE Community Park Land Acquisition	\$ 500,000									\$ 500,000			
TOTAL				\$ 8,664,000	\$ 30,000	\$ -	\$ 150,000	\$ -	\$ 320,000	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 7,500,000

<i>Parks</i> PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST	Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Parks & Public Lands	2027		ADA Sidewalk/Hard Surface Replacement Program	\$ 30,000	\$ 30,000											
Parks & Public Lands	2027		Crackfilling/Sealcoating Program	\$ 15,000	\$ 15,000											
Community Center	2027		Maintenance Fund	\$ 15,000	\$ 15,000											
Parks & Public Lands	2027		Replace Samantha Playground (2006)	\$ 170,000					\$ 170,000							
Park Equipment	2027		Replace John Deere Tractor - (2028 Delivery)	\$ 50,000					\$ 50,000							
Parks & Public Lands	2027		Replace Slope Mower	\$ 41,000					\$ 41,000							
Parks & Public Lands	2027		Samantha Park - Restrooms	\$ 175,000					\$ 175,000							
Parks & Public Lands	2027		Neighborhood Park - Land Acquisition	\$ 200,000					?				\$ 200,000			
Parks & Public Lands	2027		Replace VFW Restrooms (Allard)	\$ 170,000					\$ 170,000							
TOTAL				\$ 821,000	\$ 15,000	\$ -	\$ -	\$ -	\$ 606,000	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -

<i>Parks</i> PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST	Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Community Center	2028		Maintenance Fund	\$ 15,000	\$ 15,000											
Parks & Public Lands	2028		Hard Surface Replacement Program	\$ 30,000	\$ 30,000											
Parks & Public Lands	2028		Crackfilling/Sealcoating Program	\$ 18,000	\$ 18,000											
Park Equipment	2028		Roof replacement - Metal (Bomier)	\$ 10,000					\$ 10,000							
Park Equipment/Veh. Maint.	2028		Replace Diamond Groomer - 14	\$ 25,000					\$ 25,000							
Park Equipment/Veh. Maint.	2028		Replace Goosen vacuum - 16	\$ 20,000					\$ 20,000							
Parks & Public Lands	2028		Lions Trailside Restroom	\$ 175,000					\$ 175,000							
Ice Arena	2028		Replace Dasher Boards	\$ 250,000												\$ 250,000
TOTAL				\$ 543,000	\$ 63,000	\$ -	\$ -	\$ -	\$ 230,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000

<i>Parks</i> PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST	Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Community Center	2029		Maintenance Fund	\$ 15,000	\$ 15,000											
Parks & Public Lands	2029		Hard Surface Replacement Program	\$ 30,000	\$ 30,000											
Parks & Public Lands	2029		Crackfilling/Sealcoating Program	\$ 18,000	\$ 18,000											
Park Equipment/Veh Maint.	2029		Replace Truck 28 - 1/2 Ton 4x4	\$ 55,000					\$ 55,000							

Park Equipment/Veh Maint.	2029		Replace Mower 305 - Toro 580D (11 ft mower)	\$ 130,000					\$ 130,000							
Park Equipment/Veh. Maint.	2029		Replace Truck 16 (1 Ton) - 22	\$ 75,000					\$ 50,000							
Parks & Public Lands	2029		Roof replacement - Metal (Fox Point)	\$ 10,000	\$ 10,000											
TOTAL					\$ 333,000	\$ 73,000	\$ -	\$ -	\$ -	\$ 235,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Parks</i>																
PROGRAM / DEPARTMENT	YEAR	PRIORITY	PROJECT / EQUIPMENT DESCRIPTION	TOTAL COST	Tax Levy	Special Assessment	Private Donations	Federal / State Grants	G.O. Bonds	TIF Bonds	Water Fund	Wastewater Fund	Park Fund	Storm Water Utility	Other Intergovernmental Funding	Other (Specify)
Community Center	2030		Maintenance Fund	\$ 15,000	\$ 15,000											
Parks & Public Lands	2030		Hard Surface Replacement Program	\$ 35,000	\$ 35,000											
Parks & Public Lands	2030		Crackfilling/Sealcoating Program	\$ 18,000	\$ 18,000											
Parks & Public Lands	2030		SW Park Shelter - Roof replace (metal)	\$ 25,000	\$ 25,000											
	2030			\$ -												
TOTAL					\$ 696,000	\$ 176,000	\$ -	\$ -	\$ -	\$ 470,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Discussion and Review Legion Pool Maintenance Items



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

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

ATTACHMENTS:

- DePere Ice Arena Report April 23 (PDF)
- 3-9-23 PL vs PY (PDF)

DePere Ice Arena Report

4/12/23

The first regular hockey season in a couple of years has wrapped. DePere Youth Hockey still has a spring recreational program that they are operating, and the Greater Green Bay Figure Skating Club is also still running their programs. We'll plan to remove ice from the Ice Arena after April 28th.

In December we converted all the Metal Halide Lights to LED, which has brightened up the arena considerably, when we close up the financial reports ending 5/31/23 we'll see if it allowed us any cost savings on electricity for the season.

All the user groups are headed into summer mode, and we look forward to getting back up and running next season again!

Thank you.

Don Chilson, Manager

Brown County Ice Management

De Pere Ice Arena
Profit & Loss Prev Year Comparison
June 1, 2022 through March 9, 2023

	Fiscal year to date v Last Fiscal year to date			Last fiscal year 2021-22	
	Jun 1, '22 - Mar 9, 23	Jun 1, '21 - Mar 9, 22	\$ Change	Jun 1, 21- May 31, 22	Jun '21 - May 22
Ordinary Income/Expense					
Income					
4003 · Advertising Revenue	750.00	2,375.00	-1,625.00	4003 · Advertising Revenue	2,750.00
4004 · Figure Skating	47,849.12	49,924.38	-2,075.26	4004 · Figure Skating	88,132.02
4007 · Ice Rental-Private				4007 · Ice Rental-Private	
4007i · De Pere High School	29,077.32	25,147.06	3,930.26	4007i · De Pere High School	31,354.56
4007j · DePere Youth Hockey	65,414.03	55,183.72	10,230.31	4007j · DePere Youth Hockey	80,172.25
Total 4007 · Ice Rental-Private	94,491.35	80,330.78	14,160.57	Total 4007 · Ice Rental-Private	111,526.81
4007a · Non Contracted Ice	1,821.87	2,623.32	-801.45	4007a · Non Contracted Ice	3,683.32
4011 · Men's League	4,216.07	2,536.72	1,679.35	4008 · Ice Rental-SNC	477.50
4012 · Misc	465.59	0.00	465.59	4011 · Men's League	2,536.72
4013 · Open Skate/Open Hockey	379.13	0.00	379.13	4016 · Vending	2,192.38
4016 · Vending	2,346.91	1,427.47	919.44	4110 · Kick-Synch	11,746.50
4110 · Kick-Synch	2,307.00	9,168.00	-6,861.00	4111 · Ice Rental-Deacons	9,466.57
4111 · Ice Rental-Deacons	3,850.00	5,864.49	-2,014.49		
Total Income	158,477.04	154,250.16	4,226.88		232,511.82
Gross Profit	158,477.04	154,250.16	4,226.88		232,511.82
Expense					
5000 · Building Expense				5000 · Building Expense	
5004 · Service Contracts	13,579.53	5,892.47	7,687.06	5004 · Service Contracts	8,021.42
5005 · Zamboni	1,851.64	206.66	1,644.98	5005 · Zamboni	384.51
5010 · Repairs and Maintenance	32,014.11	38,509.95	-6,495.84	5010 · Repairs and Maintenance	41,203.77
Total 5000 · Building Expense	47,445.28	44,609.08	2,836.20	Total 5000 · Building Expense	49,609.70
5001 · Insurance Expense	10,800.00	10,800.00	0.00	5001 · Insurance Expense	14,400.00
5300 · Office Expense				5300 · Office Expense	
5301 · Bank Service Charges	141.40	137.15	4.25	5301 · Bank Service Charges	195.10
5306 · Office Supplies	2,338.01	746.17	1,591.84	5306 · Office Supplies	746.17
5308 · Telephone Expense	2,343.92	2,426.54	-82.62	5308 · Telephone Expense	3,264.60
5300 · Office Expense - Other	0.00	944.00	-944.00	5300 · Office Expense - Other	944.00
Total 5300 · Office Expense	4,823.33	4,253.86	569.47	Total 5300 · Office Expense	5,149.87
5400 · Payroll				5400 · Payroll	
5401 · FICA Employer	3,613.21	3,416.34	196.87	5401 · FICA Employer	4,737.98
5403 · Medicare Expense	873.40	826.03	47.37	5403 · Medicare Expense	1,144.70
5404 · Regular Earnings	28,495.43	25,641.72	2,853.71	5404 · Regular Earnings	36,082.47
5405 · Salaries	29,792.05	29,481.73	310.32	5405 · Salaries	40,343.42
5407 · Payroll Processing Fees	475.00	475.00	0.00	5407 · Payroll Processing Fees	650.00
Total 5400 · Payroll	63,249.09	59,840.82	3,408.27	Total 5400 · Payroll	82,958.57
5500 · Program Expense				5500 · Program Expense	
5501 · Advertising and Promotion	2,425.00	2,187.50	237.50	5501 · Advertising and Promotion	2,887.50
Total 5500 · Program Expense	2,425.00	2,187.50	237.50	Total 5500 · Program Expense	2,887.50
5600 · Electric	35,425.33	38,527.19	-3,101.86	5600 · Electric	51,579.23
5601 · Water	3,951.12	5,011.03	-1,059.91	5601 · Water	7,084.70
5602 · Gas	7,349.05	5,378.00	1,971.05	5602 · Gas	7,763.99
5700 · Vending Expense	2,650.53	3,210.09	-559.56	5700 · Vending Expense	1,992.59
6000 · Depreciation Expense	1,969.20	1,969.12	0.08	6000 · Depreciation Expense	2,625.52
Total Expense	180,087.93	175,786.69	4,301.24		226,051.67
Net Ordinary Income	-21,610.89	-21,536.53	-74.36		6,460.15
Other Income/Expense					
Other Expense					
7000 · Split with City of De Pere	3,213.08	0.00	3,213.08		3,213.08
Total Other Expense	3,213.08	0.00	3,213.08		3,213.08
Net Other Income	-3,213.08	0.00	-3,213.08		-3,213.08
Net Income	-24,823.97	-21,536.53	-3,287.44		3,247.07

This will be reduced once we journal entry the portion of the Refrigeration service contract that runs next fiscal year

Cost for new website for www.depereicearena.org

	Mar 10, 23
ASSETS	
Current Assets	
Checking/Savings	
1015 · Nicolet Bank	38,164.82
Total Checking/Savings	38,164.82
Accounts Receivable	
11000 · Accounts Receivable	221.00
Total Accounts Receivable	221.00
Other Current Assets	
1300 · Prepaid Expenses	-953.29
Total Other Current Assets	-953.29
Total Current Assets	37,432.53
Fixed Assets	
1600 · Equipment	89,822.48
1610 · Accumulated Depreciation	-81,627.58
Total Fixed Assets	8,194.90
TOTAL ASSETS	45,627.43
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	5,830.65
Total Accounts Payable	5,830.65
Other Current Liabilities	
2105 Sales Tax Payable	115.37
2703 Payable Surcharge to City	-5,874.00
2701 · Payable to/(Receivable fr) BCIM	16,062.07
Total Other Current Liabilities	10,303.44
Total Current Liabilities	16,134.09
Total Liabilities	16,134.09
Equity	
3900 · Unrestricted Net Assets	51,104.23
Net Income	-21,610.89
Total Equity	29,493.34
TOTAL LIABILITIES & EQUITY	45,627.43



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: April 20, 2023

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Staff Update on Ammendment to the Tree Removal Agreement.

ATTACHMENTS:

- Memo.Tree Contract (PDF)

CITY OF DE PERE MEMO



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

RE: Tree and Stump Removal Contract

With the approval of ARPA money, we were able to negotiate an amendment to our current contract for tree and stump removal. The City Council reviewed and approved the amendment at their Tuesday, April 5th meeting. The amendment to the current contract should allow us to complete the removal of all Ash Trees in the terrace by the end of 2023. The contract is in the amount of \$155,216 and covers the remaining trees and stumps throughout the City.