Common Council

Regular Meeting

Revised Agenda

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

Wednesday, April 3, 2024 **7:30 PM** **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **April 3, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic 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
United States: +1 (312) 757-3117
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the March 19, 2024 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.
5. Recommendation from Plan Commission to approve an extraterritorial 2-lot certified survey map at 5038 STH 57 (Greenleaf RD) in Rockland (Parcel R-284).
6. Recommendation from the Board of Park Commissioners to accept a donation of time and materials from De Pere High School and De Pere Area Chamber for park projects.
7. Recommendation from the Board of Park Commissioners to approve request from East River Trail Collaborative effort to plant native vegetation.
8. Recommendation from the License Committee on an application for Change of Agent for Aldi, 1100 Main Ave.
9. Recommendation from the License Committee on an application for Change of Agent for the Mulva Cultural Center, 221 S Broadway.
10. Consideration and Possible Action on Willems Park Playground.

    A. Approval of Funding including remaining ARPA and Hard Surface Program 2023 Carryover Funds.

B. Resolution #24-32 Authorizing Agreement for Consulting Services Between the City of De Pere and Lee Recreation, LLC (Modular Playground Equipment Design Specifications and Installation Services - Willems Park).

11. Consideration and Possible Action regarding Nelson Family Pavilion Grand Opening and related expenses.
12. Consideration and Possible Action regarding 2024 Aerial Deer Survey results.
13. Discussion and Possible Action on recruitment process for City Administrator replacement.
14. Future agenda items.
15. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
James Thompson

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the March 19, 2024 Common Council meeting.**

ATTACHMENTS:

- 3-19-24 Common Council Minutes_draft (PDF)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, March 19, 2024 **7:30 PM** **Council Chambers and Virtual**

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

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

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the March 5, 2024 Common Council meeting.

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

4. Public Hearing on Zoning Map Amendment at the 100 Block - 600 Block of Third Street.

A. Notice of Public Hearing.

B. Recommendation from Plan Commission.

Development Services Director Dan Lindstrom reported that this amendment request is to help facilitate the construction of the new business school on the St. Norbert College campus. The Plan Commission voted unanimously to recommend approval. Mayor Boyd declared the public hearing open; no one wished to speak so he declared the hearing closed.

C. Ordinance #24-06 Approving a Zoning Map Amendment from PI-1 Neighborhood Public & Institutional District to PI-2 Campus Public & Institutional District (Parcels WD-688, WD-954, WD-171, WD-40, WD-691, WD-952, WD-936, WD-692, WD-727, WD-728, WD-697-1, WD-689, WD-721, WD-942, WD-950, WD-22, WD-38, WD-696, WD-697, WD-34, WD-945-1, WD-953, WD-686, WD-687, WD-941, WD-27, WD-685, WD-695, WD-23, WD-905, WD-7, WD-949-1, WD-694, WD-36, WD-690, WD-951, WD-945, WD-698, WD-8, WD-13, WD-949, WD-693, WD-934, WD-732; 100-600 Block Third Street, also known as 100 Grant Street).

RESULT:	**ADOPTED [7 TO 0]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Ledvina, Perock, Quigley, Raasch
ABSTAIN:	Amy Chandik Kundinger

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

   None.

6. Recommendation from Finance/Personnel Committee to use $2,765 from the Fire Department Donation Account for boat work.

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

7. Recommendation from Finance/Personnel Committee to accept $500 donation from civic groups of De Pere for therapy dog Stanley.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Pamela Gantz, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

8. Recommendation from Finance/Personnel Committee to approve 2024 Non-Benefit Eligible Employees Wage Scale.

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

9. Recommendation from Finance/Personnel Committee to approve agreement with Clarity Enrollment Solutions for voluntary employee benefits.

   Human Resources Director Shannon Metzler explained that this is a voluntary benefit program, so the employee would pay the entire amount if they elect to take it. If Council members are interested in subsidizing at least a portion of this benefit, then staff can evaluate it.

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

10. Recommendation from Finance/Personnel Committee to approve Additional Compensation Employment Agreement for Emotional Support Animal Care.

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

11. Recommendation from Finance/Personnel Committee to add a Forestry Supervisor Position to the Forestry Division, after July 1, 2024.

    Parks Director Marty Kosobucki answered questions about the planned chain of command and qualifications for this position.

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

12. Recommendation from Finance/Personnel Committee to accept $1,000 donation from Kwik Trip, Inc. for the Police Training Center.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

13. Recommendation from the Board of Public Works on implementing 2024 pilot program for full length sanitary lateral replacement through the utilization of ARPA funding.

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

14. Recommendation from the Board of Public Works on award of Contract 23-22 MSC Fuel Tank Replacement to Interstate Pump and Tank, Inc. in the amount of $624,640.00.

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

15. Recommendation from the Board of Public Works on award of Contract 24-01 Sewer and Water Relay and Street Resurfacing to Kruczek Construction, Inc. in the amount of $2,333,333.33.

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

16. Resolution #24-21 Approving Agreement for Consulting Services Between the City of De Pere and Dixon Engineering, Inc. (Verizon Wireless Antenna Installation-Merrill Street Water Tower).

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

17. Resolution #24-22 Authorizing Agreement for Consulting Services Between the City of De Pere and Utility Service Co., Inc. (2024 Reservoir & Tower Inspections).

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

18. Resolution #24-23 Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit and its Submission to the Wisconsin Department of Natural Resources (DNR).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

19. Resolution #24-24 Authorizing Submission of Wisconsin Department of Natural Resources Urban Nonpoint Source & Storm Water Program Construction Grant Application.

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

20. Resolution #24-25 Authorizing Agreement for Contractor Services Between the City of De Pere and American Pavement Solutions, Inc. (Concrete Grinding Sidewalk-Various Locations).

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

21. Resolution #24-26 Approving Amendments to Sections 2, 3, 4, 5, 6, and 7 of the City of De Pere Employee Policy Manual.

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

22. Resolution #24-27 Authorizing Memorandum of Understanding regarding Nalox-Zone Boxes with Wisconsin Voices for Recovery.

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

23. Resolution #24-28 Establishing Non-Lapsing Funds as of December 31, 2023.

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

24. Resolution #24-29 Authorizing Agreement for Consultant Services Between the City of De Pere and Vogels Buckman Appraisal Group Inc.

Development Services Director Dan Lindstrom answered questions about the process for approving an appraisal request.

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

25. Resolution #24-30 Authorizing Development Agreement Regarding Facility Construction Between the City of De Pere and Smet Properties, LLC (Parcel WD-D0076).

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

26. Resolution #24-31 Authorizing Development Agreement Regarding Building Construction Between the City of De Pere and GMS, Inc. (Parcel Nos. WD-L176-1 & WD-1138; Builders Court).

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

27. Update on Nelson Family Pavilion Construction Progress.

28. Appointment to the Green Bay Area Room Tax Commission by Mayor Boyd.

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

29. Future agenda items.

Alderperson Raasch announced that he has accepted a new job in the Milwaukee area, and will be resigning from his Council position in April.

No future agenda items were brought forward.

30. Consideration and Possible Action regarding EMS Service Contracts.

Alderperson Raasch moved, seconded by Alderperson Gantz to close the meeting at 7:57 PM. Upon roll call vote, motion carried unanimously. Alderperson Raasch moved, seconded by Alderperson Ledvina to open the meeting at 8:29 PM. Upon roll call vote, motion carried unanimously.

31. Adjournment.

Alderperson Perock moved, seconded by Alderperson Gantz to adjourn the meeting at 8:30 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Recommendation from Plan Commission to approve an extraterritorial 2-lot certified survey map at 5038 STH 57 (Greenleaf RD) in Rockland (Parcel R-284).**

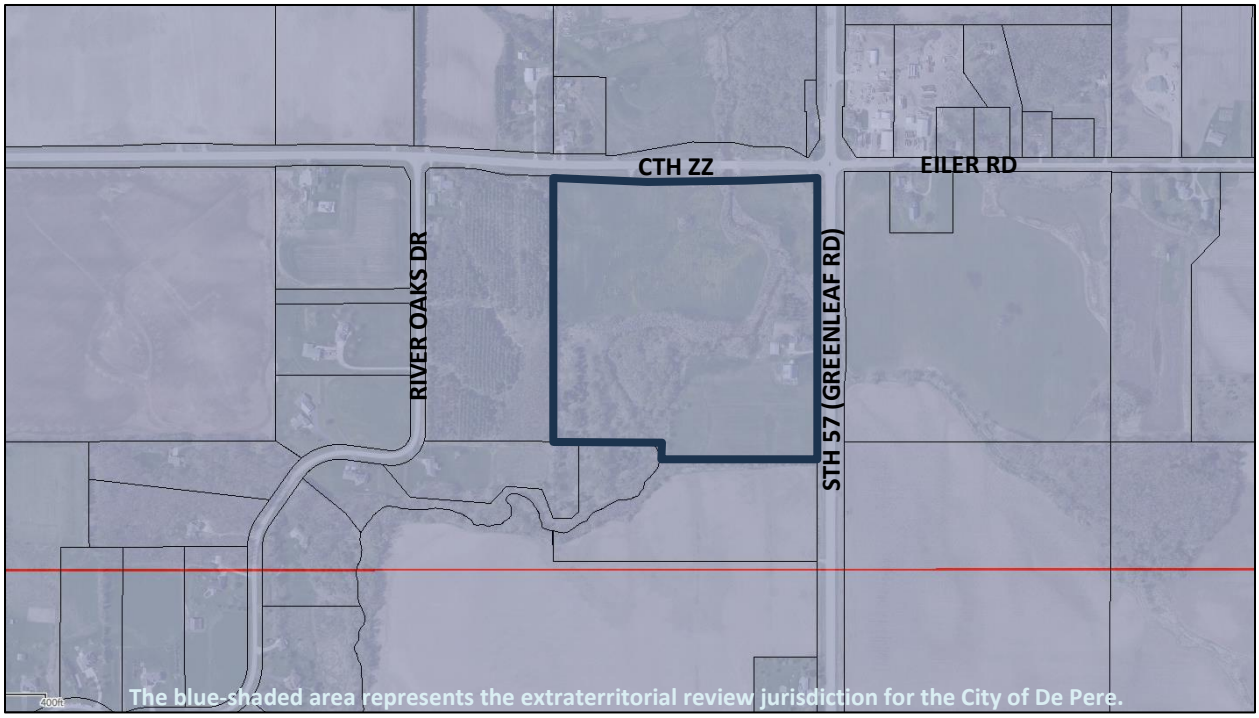
On March 26, 2024, Plan Commission unanimously recommended approval of the certified survey map by a vote of 6-0 with conditions.

ATTACHMENTS:

- PC Report - 5038 STH 57 (Greenleaf RD) (DOCX)
- Preliminary CSM and Application (PDF)

Item 5: Consideration and possible action for an extraterritorial 2-lot certified survey map at 5038 STH 57 (Greenleaf RD) in Rockland (Parcel R-284).*

SITE MAP



REQUESTED ACTION: Extraterritorial Certified Survey Map Approval.

COMMON DESCRIPTION: 5038 STH 57 (Greenleaf RD), located southwest of the Greenleaf RD and CTH ZZ intersection in Rockland.

ZONING: Non-Participating WLI (NPWLI) in Rockland.

SURROUNDING LAND USES: Residential, undeveloped agricultural, and natural areas in all directions.

COMPREHENSIVE PLAN: Residential, General Agricultural, and Environmentally Sensitive and Natural Areas in Rockland.

APPLICANT/OWNER: Applicant and Property Owner
James Thompson
3420 Solitude RD
De Pere, WI 54115

LAND USE HISTORY: After a review of air photographs, the site was developed with a residential structure after 1938.

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

- The proposed CSM is 11,700’ (2.2 miles) south of the De Pere city limits.
- The proposed land division will create two residential and agricultural lots.
- The site is located outside the sewer service area.
- The Rockland minimum acreage and frontage requirements are 25.0 and 300’.
    - The CSM Lot 1 does not comply with the Rockland minimum acreage requirement. This is being resolved with a Rockland rezoning from NPWLI to ER-10, which allows for 10 acre lots.

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

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

1. Meeting all other state and local regulations, including the City of De Pere, Town of Rockland, and Brown County Planning Commission.
2. A successful Rockland rezoning from NPWLI to ER-10, or a Rockland zoning district that allows 10.2 acre lots, is required for Lot 1.

Planning/Zoning Application

Planning & Zoning Department

Submitted On:
Mar 13, 2024, 12:26PM EDT

Parcel Number: (Include ALL parcels)	R-284
Nearest property address to the project site:	**Street Address:** 5038 STH 57 **City:** DePere **State:** WI **Zip:** 54115
Check each project type that is being applied for:	CSM
Number of lots in the CSM:	2
Number of outlots in the CSM:	0
Current De Pere Zoning Districts:	Not in De Pere
Extraterritorial Zoning Districts:	Town of Rockland
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural Residential
Proposed Site Land Uses:	Undeveloped/Vacant/Agricultural Residential
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	**First Name:** James **Last Name:** Thompson
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	**Street Address:** 3420 Solitude Road **City:** DePere **State:** WI **Zip:** 54115
Property Owner's Phone Number:	920-376-0746
Property Owner's Email Address:	altmorejim@aol.com
Is someone processing the project for the property owner as their authorized representative?	No

Please attach 1 PDF copy of the CSM.	THOMPSON PRELIMINARY CSM (3-11-2024).pdf 1.5.b
How do you plan on paying for your application?	Mail a check
Total Due:	$375.00
Signature Data	First Name: Andrew Last Name: Hunter Email Address: andy@wisconsinlandsurveying.com  Signed at: March 13, 2024 12:25pm America/New_York
User's Session Information	IP Address: 68.117.7.213 Referrer URL:

CERTIFIED SURVEY MAP

SHEET 1 OF 3

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

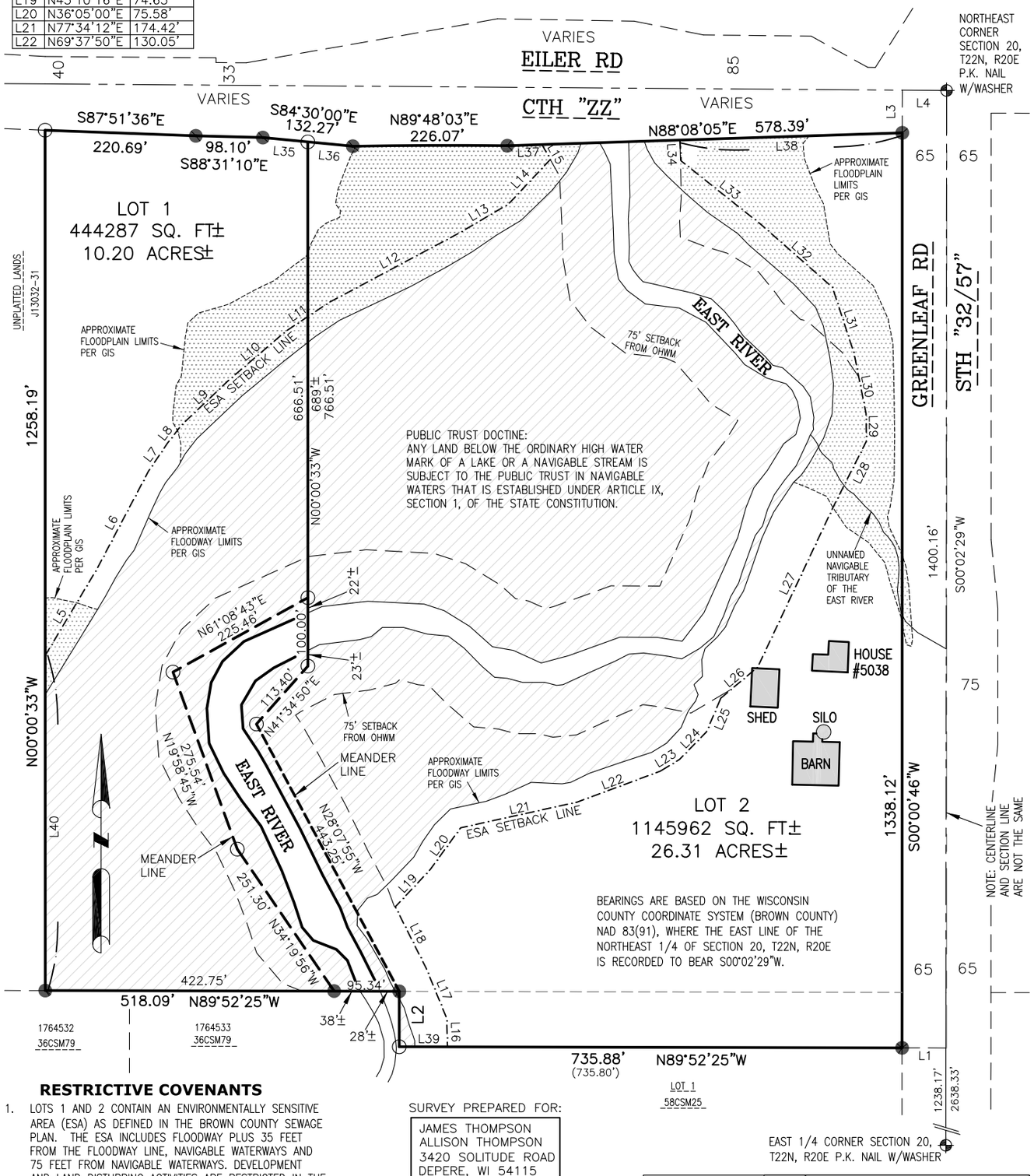
LINE	BEARING	DISTANCE
L1	N89°52'25"W	64.12'
L2	N00°02'29"E	81.00'
L3	N00°02'29"E	62.38'
L4	S89°34'53"E	64.78'
L5	N30°50'23"E	149.93'
L6	N27°47'31"E	158.99'
L7	N34°09'41"E	50.11'
L8	N37°46'32"E	33.32'
L9	N46°30'46"E	94.54'
L10	N49°21'05"E	109.86'
L11	N56°21'43"E	76.68'
L12	N61°54'59"E	218.37'
L13	N59°29'03"E	81.45'
L14	N43°10'09"E	89.17'
L15	N29°10'05"W	24.96'
L16	N01°44'05"W	42.06'
L17	N22°19'33"W	78.61'
L18	N26°40'39"W	100.78'
L19	N43°10'16"E	74.65'
L20	N36°05'00"E	75.58'
L21	N77°34'12"E	174.42'
L22	N69°37'50"E	130.05'

LINE	BEARING	DISTANCE
L23	N58°29'45"E	33.11'
L24	N44°25'13"E	56.02'
L25	N23°10'09"E	53.91'
L26	N49°55'37"E	70.40'
L27	N25°16'06"E	264.66'
L28	N26°53'02"E	101.68'
L29	N00°37'28"W	40.66'
L30	N11°13'15"W	89.34'
L31	N18°07'18"W	102.13'
L32	N48°43'28"W	140.15'
L33	N51°29'52"W	148.31'
L34	N03°09'13"W	30.58'
L35	S84°30'00"E	66.14'
L36	S84°30'00"E	66.13'
L37	N88°08'05"E	50.80'
L38	N88°08'05"E	325.52'
L39	S89°52'25"E	70.61'
L40	N00°00'33"W	489.91'

WISCONSIN
ANDREW L. HUNTER
S-2835
OMRO, WI
LAND SURVEYOR

LEGEND

- ⊗ DENOTES 1" IRON PIPE FOUND
- ( ) DENOTES RECORD DIMENSION, WHERE DIFFERENT THAN ACTUAL MEASUREMENT
- ○ DENOTES 1.25" OUTSIDE DIAMETER IRON PIPE 18" LONG SET, WEIGHING NOT LESS THAN 1.13 LBS PER LINEAL FOOT.



BEARINGS ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (BROWN COUNTY) NAD 83(91), WHERE THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20, T22N, R20E IS RECORDED TO BEAR S00°02'29"W.

RESTRICTIVE COVENANTS

1. LOTS 1 AND 2 CONTAIN AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES FLOODWAY PLUS 35 FEET FROM THE FLOODWAY LINE, NAVIGABLE WATERWAYS AND 75 FEET FROM NAVIGABLE WATERWAYS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.
2. THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.

SURVEY PREPARED FOR:

JAMES THOMPSON
ALLISON THOMPSON
3420 SOLITUDE ROAD
DEPERE, WI 54115
PARCEL R-284

0 200 400

SCALE 1"=200'

03/11/2024
PROJECT 6012
SHEET 1 OF 3

WISCONSIN LAND SURVEYING INC.
Professional Service You Can Trust
3552 GLEN OAKS PASS GREEN BAY, WI 54311
www.wisconsinlandsurveying.com (920)410-7744

CERTIFIED SURVEY MAP

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

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN

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

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20; THENCE SOUTH 00°02’29” WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, 1400.16 FEET; THENCE NORTH 89°52’25” WEST 64.12 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.T.H. ‘32/57’, BEING THE NORTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 8275 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°52’25” WEST ALONG THE NORTH LINE OF SAID LOT 1, 735.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°02’29” EAST ALONG THE WEST LINE OF SAID LOT 1, 81.00 TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 89°52’25” WEST ALONG SAID SOUTH LINE, 518.09 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 00°00’33” WEST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4, 1258.19 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF C.T.H. ‘ZZ’; THENCE SOUTH 87°51’36” EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 220.69 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 88°31’10” EAST 98.10 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 84°30’00” EAST 132.27 EAST; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 89°48’03” EAST 226.07 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 88°08’05” EAST 578.39 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S.T.H. ‘32/57’; THENCE SOUTH 00°00’46” WEST ALONG SAID WEST RIGHT-OF-WAY LINE, 1338.12 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1622481 SQ. FT. (37.25 ACRES) AND IS SUBJECT TO ALL EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE THIS SURVEY BY THE DIRECTION OF JAMES THOMPSON AND ALISON THOMPSON, OWNERS OF SAID LAND.

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

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF THE WISCONSIN STATUTES AND THE LAND SUBDIVISION ORDINANCES OF THE TOWN OF ROCKLAND AND THE BROWN COUNTY PLANNING COMMISSION IN SURVEYING, DIVIDING AND MAPPING THE LAND.

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

DATE: _____

NOTES

1. THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION OR INSTALLATION-RELATED ACTIVITES.
2. A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOTS 1 AND 2 PRIOR TO CONSTRUCTION, FILL, EXCAVATION, OR GRADING ACTIVITY WITHIN 300 FEET OF THE ORDINARY HIGH WATER MARK (OHWM) OF NAVIGABLE RIVERS OR STREAMS, OR TO THE LANDWARD SIDE OF THE FLOODPLAIN, WHICHEVER IS GREATER, AND/OR 1000' OF THE OHWM OF NAVIGABLE LAKES, PONDS, OR FLOWAGES.
3. FLOODWAY AND FLOODPLAIN LIMITS SHOWN PER GIS AND SCALED MEASUREMENTS FROM MAP PANEL NUMBER 55009C0352F WITH EFFECTIVE DATE OF AUGUST 18, 2009.
4. DEVELOPMENT ON LOTS 1 AND 2 REQUIRES THAT PUBLIC SEWER AND WATER BE AVAILABLE OR ACQUISITION OF ALL STATE, COUNTY, AND/OR MUNICIPAL PERMITS CONCERNING ONSITE SEWAGE DISPOSAL SYSTEMS FOR SANITARY WASTE DISPOSAL.

CERTIFIED SURVEY MAP

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 24 NORTH, RANGE 22 EAST, TOWN OF GREEN BAY, BROWN COUNTY, WISCONSIN.

OWNER'S CERTIFICATE

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

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

WITNESS THE HAND AND SEAL OF SAID OWNERS THIS_____DAY OF_____, 20____

_____ _____
JAMES THOMPSON ALISON THOMPSON

STATE OF WISCONSIN)
:SS
_____ COUNTY)

PERSONALLY, CAME BEFORE ME THIS_____DAY OF_____20_____ THE AFOREMENTIONED JAMES THOMPSON AND ALISON THOMPSON TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

_____ MY COMMISSION EXPIRES_____
NOTARY PUBLIC

TOWN TREASURER'S CERTIFICATE

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

DATE_____ TREASURER_____
MARY VAN DYCK

CERTIFICATE OF THE TOWN OF ROCKLAND

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

_____ _____
DENNIS CASHMAN JULIE KOENIG
TOWN CHAIRPERSON TOWN CLERK

CERTIFICATE OF THE CITY OF DEPERE

APPROVED BY THE CITY OF DEPERE COMMON COUNCIL ON THE _____ DAY OF _____, 20_____

_____ _____
CAREY E. DANEN DATE
CITY CLERK

TREASURER'S CERTIFICATE

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

_____
CHARLES MAHLIK DATE
DEPUTY BROWN COUNTY TREASURER

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

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

_____
KATHY MEYER
AUTHORIZED SIGNATORY

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to accept a donation of time and materials from De Pere High School and De Pere Area Chamber for park projects.**

The Board of Park Commissioners, at the March 21, 2024 meeting, approved accepting a donation of time and materials from De Pere High School and the De Pere Area Chamber of Commerce for park projects. The motion was approved unanimously with a 6-0 vote.

ATTACHMENTS:

- High School-Chamber donation 3-14-24 (PDF)
- Letter of Intent_City of DP_2-16-2024 (PDF)

CITY OF DE PERE MEMO

To: Board of Park Commissioners
From: Don Melichar
Date: March 14, 2024

RE: Collaborative Partnership and Donation of Materials/Workmanship with DP High School and DP Area Chamber

Staff is seeking the Park Board's approval to work with DP High School to refurbish the department's round tables typically used for the Beer Gardens and to make City approved signs for the City's Urban Orchards.

Staff has been communicating with DP High School and DP Area Chamber representatives to work on a collaborative project. After some discussion it was determined to move forward with refurbishing the round tables that are typically used for the Beer Garden and they would also make approved signs to positively identify the City's Urban Orchards. These two projects will give the students a chance to gain "real world" experience and help the City present a more finished look to both our BG tables and our growing Urban Orchards. Once the projects were complete, the City and Chamber would showcase the student's efforts through social media in a positive way.

Recommendation: Approve the collaborative effort and donation of time, effort, and materials from the School District & Chamber.

Friday, February 16, 2024

Don Melichar, Park Superintendent/City Forester
City of De Pere
925 S. Sixth Street
De Pere, WI 54115
(920) 339-8362
dmelichar@deperewi.gov

Letter of Intent for Collaborative Partnership with De Pere High School and De Pere Area Chamber

Hello Don,

The De Pere Area Chamber of Commerce and De Pere High School are requesting to partner with the City of De Pere on two projects that will enhance our city. The projects are as follows:

1) Refurbish the tables used for the summer beer garden and other festivities in Voyageur Park. The work is currently performed by city staff at the direction of the Parks, Recreation and Forestry department. Our proposal is for the woods class at De Pere High School to undertake this work in the current semester. If the city approves and if time allows, adding art elements to the tables through the direction of the high school art teacher would also be considered. Specifications would be provided by the city with updates provided by the school on a regular basis.

2) Making signs for each of the city's Urban Orchards. The signs will be made based on specifications provided by the city, including design standards, materials used, and the content of the signs. Updates will be provided by the school on a regular basis.

If funding for the projects is not available, the De Pere Area Chamber of Commerce may be able to fill the gap with donations from community businesses.

We would request that in spring an "unveiling" be scheduled to allow the students to show the finished products to the city and community members.

Our goal is to give the students "real world" projects to complete while freeing time for city staff. The completed projects would also enhance the pride felt by the students when seeing the items they created or refurbished being used by city residents. We appreciate your consideration.

Sincerely,
Kitty Johnson, President/CEO

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to approve request from East River Trail Collaborative effort to plant native vegetation.**

The Board of Park Commissioners, at the March 21, 2024 meeting, approved the request from the East River Trail Collaborative effort to plant native vegetation. The motion was approved unanimously with a 6-0 vote.

ATTACHMENTS:

- Memo.East River Water Trail (DOCX)
- City of De Pere Prairies - Water Trail 2024 (DOCX)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: March 21, 2024

RE: East River Water Trail Request – Native Plantings

As part of the East River Water Trail project, they are requesting to take two large meadows within the City of De Pere and convert them to native prairie plantings. A proposal from Kevin Corbett describing the proposal is included. There will be no cost to the City for converting the two areas, other than some potential man hours in cutting and/or spraying after the areas have been planting.

Staff is in support of the proposal.

City of De Pere Prairie Plantings – East River Water Trail Project

Two prairie plantings totaling 6.5 acres are proposed on City of De Pere property along the East River Trail, between Wiese Park and Ledgeview Park. These areas are currently "fallow", and while some native vegetation is present, the areas are dominated by non-native species. The goal is to restore these areas to native prairie species to provide habitat for birds, bees, butterflies, and other wildlife, while also creating an aesthetically pleasing landscape along the East River Trail.

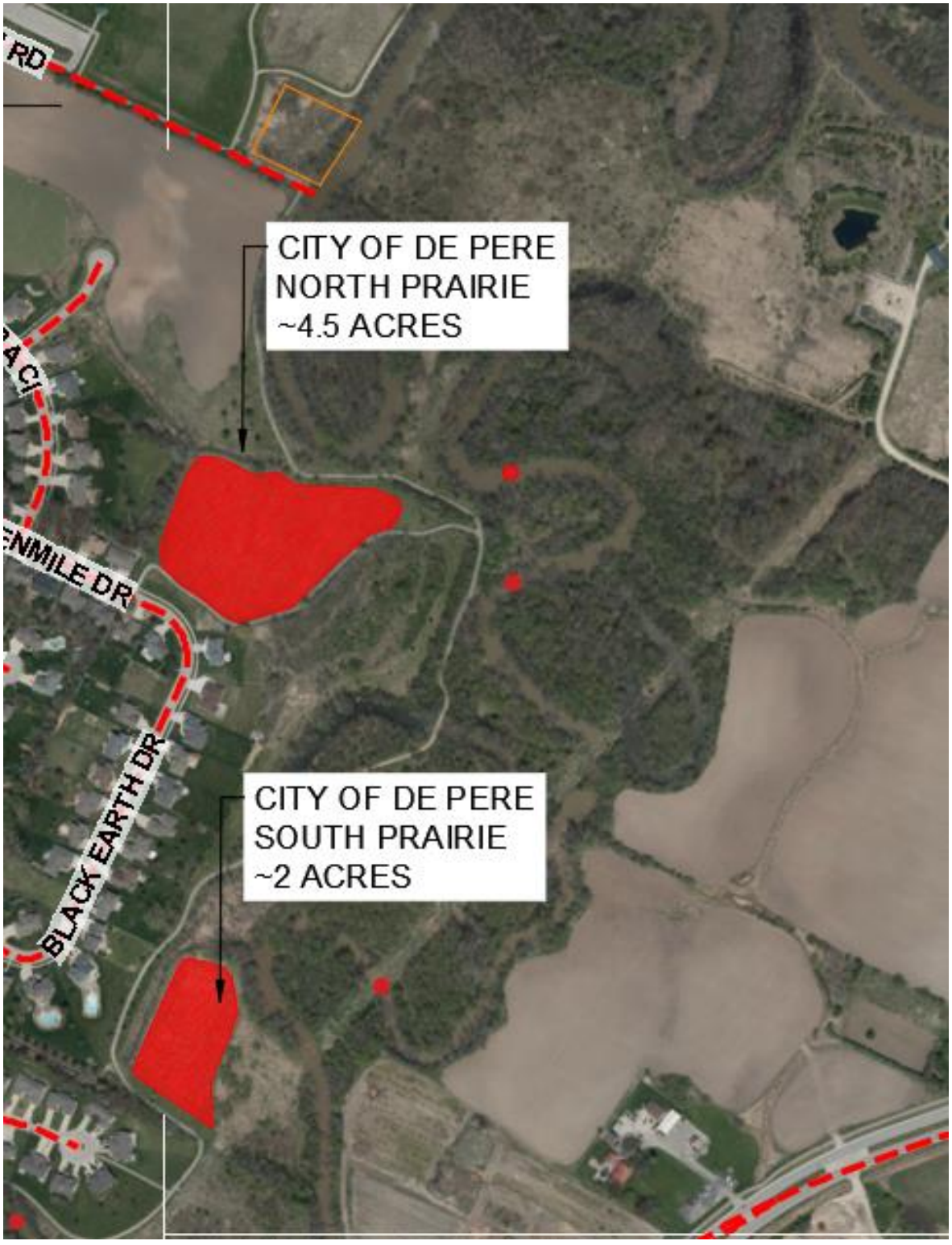
To restore these areas to a prairie habitat, a full season of site preparation will be required, which would be a combination of mowing, herbicide applications, tillage, and then finally the areas will be seeded and covered in straw. The site will then be mowed 3 times during the first growing season to control annual weeds. If the site is seeded in spring, this would be the same year, if it is seeded in fall, the mowing would occur the following year.

During the second growing season, the site will receive a visit to spot-spray and spot-mow any weed species that are still present. This will be spraying individual perennial weeds with herbicide, and mowing down individual weed species before they set seed. Prairie plantings typically take 2-3 years to establish, as the native plants are slower to develop their root systems. Spot spraying and mowing will reduce competition from invasive species while the native plants establish.

If approved, this will go into a Request for Proposal with our East River Water Trail – Phase 1 plan. It is likely that contractors will suggest a prescribed burn in their proposals. Prairies are naturally fire dependent, and prescribed fire can be used in both site preparation as well as management. This would only be considered by certified contractors who can provide a burn plan and obtain DNR permits. If not permitted by the City, it will be communicated ahead of time prescribed fire is not an option for these sites. Mowing is utilized on projects that fire is not feasible.

After the two years, the contracted work by the Water Trail project will be completed. These plantings will require management every 4-5 years. Typically, prairies are burned for the first time at the beginning of the third growing season and then every 4-5 years. If fire were to be allowed at these sites, a prescribed burn could be added to the Water Trail project for the beginning of year 3 and be included in the contract. If not permitted, these sites will need to be mowed by the City of De Pere every 4-5 years to control brush/tree species that begin to show up. This would be the only necessary long-term maintenance requested by the City.

Attached is a map of the two proposed project areas. Additional information can be found on pages 7 and 8 of the Water Trail Phase 1 proposal, such as seed mix, seeding rates, etc.


CITY OF DE PERE
NORTH PRAIRIE
~4.5 ACRES
CITY OF DE PERE
SOUTH PRAIRIE
~2 ACRES
BLACK EARTH DR

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on an application for Change of Agent for Aldi, 1100 Main Ave.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on an application for Change of Agent for the Mulva Cultural Center, 221 S Broadway.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Consideration and Possible Action on Willems Park Playground.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**A. Approval of Funding including remaining ARPA and Hard Surface Program 2023 Carryover Funds.**

ATTACHMENTS:

- Memo.Willems Playground Revised Proposal (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: March 21, 2024

RE: Willems Playground Proposal/Budget

At the last Park Board meeting you requested staff work with Lee Recreation to see if the footprint of Option #1 could be reduced in an effort to implement Poured in Place fall surface. We were also given the directive not to reduce the play activities.

In talking with Lee Recreation, the footprint is as small as it can go using the current play activities. The only way we could reduce the footprint would be by eliminating play activities. Such as reducing from a three bay swing set to a two bay swing set.

Using the current footprint from Lee Recreation #1, I have laid out proposed funding to implement poured in place fall surfacing. This method would not require the request of unassigned reserves from the City.

Willems Park Playground – Budget Breakdown (to include PIP Fall Surfacing)

Revenue

Willems Playground 2024 Budget	$80,000	
Legion Playground (ARPA) remaining	$ 6,006	
Lawton Playground (ARPA) remaining	$ 9,005	
Legion Ball Field (ARPA) remaining	$12,455	
Hard surface Program (2023 Carryover)	$10,500	
Total		$117,966

Expense

Lee Recreation #1 (minus borders and ramp)	$44,200	
Sidewalk/border	$15,000	
Poured in Place	$50,660	
Drain tile	$ 2,000	
Landscaping	$ 1,500	
Miscellaneous	$ 1,000	
Total		$114,360

Options:
In talking with our representative from Lee Recreation, she indicated there are a couple options we could consider to reduce the footprint of the playground. First, we could look at reducing the swing set from a three bay to a two bay swing set. This would reduce the footprint by around 350 square feet and ultimately save the project around $6,000 - $7,000. Another option would be to replace the large spinner with a smaller version. This would reduce our footprint by around 200 square feet and could ultimately save the project around $4,000-$5,000.

Layout:
With the installation of Poured in Place, we will need to install a concrete border. The most economical method of doing this is installing sidewalk at this point in time. In laying out the new design, we will likely loose at least one tree. I have included a proposed site layout for your review. In talking with our City Engineer, we are able to slightly shift and/or turn the layout a bit to help create separation from trees. However, when we move/twist the layout one way we typically create a closer impact on a different tree. In talking with our Park Superintendent, several of the trees are young and can be moved, with exception of an Autumn Blaze Maple located at the entrance to the playground.

Staff Recommendation:
Based on the current information, staff recommends the following

- Accept Lee Recreation Option #1 (without the ramp and border)
- Recommend the installation of Poured in Place fall surfacing.
- Recommend to council the excess funding come from the remaining funds from the following projects:
    - Legion Playground (ARPA)
    - Lawton Playground (ARPA)
    - Legion Ball Field (ARPA)
    - Hard Surface Carryover funding from 2023

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**B. Resolution #24-32 Authorizing Agreement for Consulting Services Between the City of De Pere and Lee Recreation, LLC (Modular Playground Equipment Design Specifications and Installation Services - Willems Park).**

The Board of Park Commissioners, at the March 21, 2024 meeting, approved the Willems Park playground proposal and budget. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Reso24-32 (DOCX)
- Lee Recreation, LLC(Modular Playground Equipment Design and Installation-Willems Park)3-25-24 (PDF)
- Exhibit A-Lee Recreation, LLC (PDF)
- Exhibit B-Lee Recreation, LLC (PDF)
- 20240301072440384 (PDF)
- Lee Recreation.Option 1 (PDF)

RESOLUTION #24-32

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of April, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 03/21/2024

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

THIS AGREEMENT made and entered into this ___ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Lee Recreation, LLC, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a firm to provide design specifications and installation services regarding the construction of new modular playground equipment at Willems Park, located at 1214 South Seventh Street.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to remove the current playground and prepare the site for construction, as well as provide additional applicable information or items concerning the project as are available. The City shall also complete the tasks listed in Exhibit A, including but not limited to providing input on the final design criteria, the installation of drain tile in the base of the work area and excavation and preparation of the area to the approximate depth.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that installation must be completed on or before September 1, 2024. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION/COMPLIANCE WITH STATE AND FEDERAL LAWS

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

or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $5,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

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

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the

other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

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

XX. NOTICES

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

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

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

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

LEE RECREATION, LLC

By: _____
Vernon D. Lee, Managing Member

By: _____
Name: _____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

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

Request for Proposals

Willems Park Modular Playground Design and Installation

Due: February 5, 2024, at 3:00 pm

Request for Proposals

Willems Park Modular Playground Design and Installation

Table of Contents:

I. Introduction
- A. Project Summary
- B. City Contact Information
- C. Directions for Submittal of Proposal
- D. Pre-Proposal Meeting

II. Project Description

III. Scope of Services
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- B. Design Criteria
- C. Design Completion
- D. Installation

IV. Meetings

V. City Responsibilities

VI. Scheduling

VII. Insurance

VIII. Proposal Submittals
- A. Firm background and Information
- B. Playground Options
- C. Border and ADA Compliant Ramp Specifications
- D. Similar Projects
- E. References
- F. Timeline
- G. Fee

IX. Delivery

X. Fee

XI. Additional Information/Attachments

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Request for Proposals

Willems 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 Willems Park, located at 1214 South Seventh Street in De Pere, WI.

Proposals shall be for the design and installation of the playground and border 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.

The playground shall be installed by September 1, 2024.

Proposals must be submitted to our office by February 5, 2024, 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 the last two years.

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm, on February 5, 2024, 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: **Willems Park Playground Proposal.**

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

Willems Park is a small mini park located on the City's west side. It is conveniently located in the center of a large residential area. Currently, there is a playground at Willems Park which is over 25 years old. It includes a swing set and small playset. Prior to installation, this playground will be dismantled by the City of De Pere and area prepped.

The goal of the playground is to provide a small play set and swings, similar to what is currently at the park. As part of the project, we are requiring the installation of a 12" plastic border around the facility, with an ADA compliant opening. The playground should meet and/or exceed all ADA requirements. In addition, we encourage submittals to work in as many inclusive features as possible.

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 the playground, border, and installation up to $65,000. Proposals exceeding this amount will not be accepted.

B. Design Criteria – When submitting your proposal, we ask that you integrate the following:
1. All components shall be considered commercial grade.
2. Installation of the playground and border shall be included.
3. The border shall have an ADA Compliant opening with ramp designed for a 12" border.
4. All proposals shall be fully compliant with the most current Consumer Product Safety Commission guidelines, ASTM standards and IPEMA certification.
5. Proposals are encouraged to incorporate inclusive features.

6. All proposals shall meet or exceed criteria from the American with Disabilities Act (ADA) guidelines for accessibility, play components and design.
7. 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.
8. All play structure posts shall be a minimum of 3.5" in diameter.
9. All proposals shall be consistent with the dimensions outlined in the proposed layout shown in the Appendix. The proposals shall be depicted in an area of approximately 3,000 square feet.
    a. The shape of the playground shall conform to the approximate size and dimensions laid out in the diagram in the Appendix. However, minor adjustments/alterations to the site layout are permitted as long as the trees are not impacted.
10. All proposals shall be targeted for ages 5-12 years old.
11. The following recommendations are being provided in developing your playground proposal.
    a. Site area should not exceed 3,000 square feet. See attached map showing the location of the playground.
    b. 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.
    c. One swing set.
        1. 3 bays or 2 bays with additional swing
        2. A minimum of one toddler swing.
        3. A minimum of one ADA Adaptive Swing.
        4. One parent/child or multigenerational swing
    d. Playground border
        1. Installation of a 12" interlocking border with opening for ADA compliant ramp.
        2. The manufacturer shall be APS or equivalent.
    e. ADA entrance ramp
        1. Installation of a full ADA compliant entrance ramp into the playground zone.
        2. The manufacturer shall be APS or equivalent.
12. The following components should not be included with any proposal.
    a. Enclosed tunnels extending more than two feet.
    b. Zip Line structures.
    c. Canopies or covers.
    d. 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, 2024.

D. Installation
    1. Site Preparation:
        a. The City shall remove the existing playground.
        b. The City will excavate the area to the approximate depth.
        c. The City will establish and provide, to the installer, the elevations for the playground and border installation. Once the elevations are set, it will be up to the installer to appropriately install the playground and border to the specific height.
        d. The City will coordinate the installation of a sidewalk to the opening of the border. This will likely occur after the installation.
        e. The City will install drain tile after the playground installation.
        f. The City will coordinate and install engineered wood fiber for the fall surface.
        g. The selected firm shall be responsible for auguring all holes and calling in locates.
        h. The selected firm shall place all spoils in one location, which the City shall then remove and dispose of.
        i. 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.
        j. It will be the contractor's responsibility to ensure the work zone is safe and appropriately guarded from the public.
    2. Installation
        a. The contractor is solely responsible for the proper installation of the playground equipment and plastic/interlocking border, and to ensure safety zones are met.
        b. The contractor is solely responsible for installing the playground at the appropriate height.
        c. The contractor shall be responsible for laying out the playground within the designated area.
        d. The contractor shall be responsible for contacting Diggers hotline and excavating all holes for posts.
        e. All posts shall be concreted in.
        f. The contractor shall clean all debris, dirt, etc. from the play equipment upon completion.
        g. Contractor shall "touch up" any paint scratches on the equipment during installation.

h. 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 to the opening of the playground.
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 selecting a proposal at their February 15, 2024 meeting. Upon selecting the proposal, a contractor's agreement will be sent to City Council for approval the first week of March. This schedule/timeline is subject to change based on weather conditions and contractor availability.

VII. Insurance

A. The Consultant shall maintain during the life of the Agreement, the following minimum 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, Willems 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 the playground. Both the 2D and 3D submittals should be generated in 11"x17" format.
    4. All proposals shall include the acquisition and installation of a plastic 12" interlocking border and ADA compliant ramp for entering the playground zone.
C. Interlocking border and ADA Compliant Ramp specifications.
D. Similar Projects
    1. List a minimum of 3 projects of similar scope and service.
E. References
    1. List a minimum of 3 references related to similar work.
F. Timeline
    1. Show a detailed timeline of your plan to bring this project to successful completion.
G. 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, border, and ADA compliant ramp.
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 Willems 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
Willems Park Playground	
Willems Park Playground	**$**

Please answer:
Company agrees the playground shall be installed by September 1, 2024 Yes_____ No_____

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

Item	Cost

Proposed Fee Schedule Worksheet

Company Name: Lee Recreation, LLC

Company Address: 260 W. Main St.

Company Address: Cambridge, WI 53523

Company Representative: Megan Lee Cunningham

Email: megan@leerecreation.com

Signature: Megan Lee Cunningham

OPTION #1

Item	Fee
Willems Park Playground	
Willems Park Playground	$ 47,200.00

Please answer:
Company agrees the playground shall be installed by September 1, 2024 Yes__X_____
No_____

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

Item	Cost

WILLEMS PARK (OPTION 1) - DE PERE

LEE RECREATION
www.LeeRecreation.com • 800-775-8937

LEE RECREATION, LLC
MADE IN WISCONSIN
FREE DESIGN SERVICES: 800-775-8937

COLOR KEY
- CHARCOAL
- LIME
- ORANGE
- AQUA

PROPOSAL #142-012924-1

Burke®
PLAY THAT MOVES YOU.

WILLEMS PARK (OPTION 1) - DE PERE

LEE RECREATION
www.LeeRecreation.com • 800-775-8937



LEE RECREATION, LLC
MADE IN WISCONSIN
FREE DESIGN SERVICES: 800-775-8937

WILLEMS PARK (OPTION 1) - DE PERE

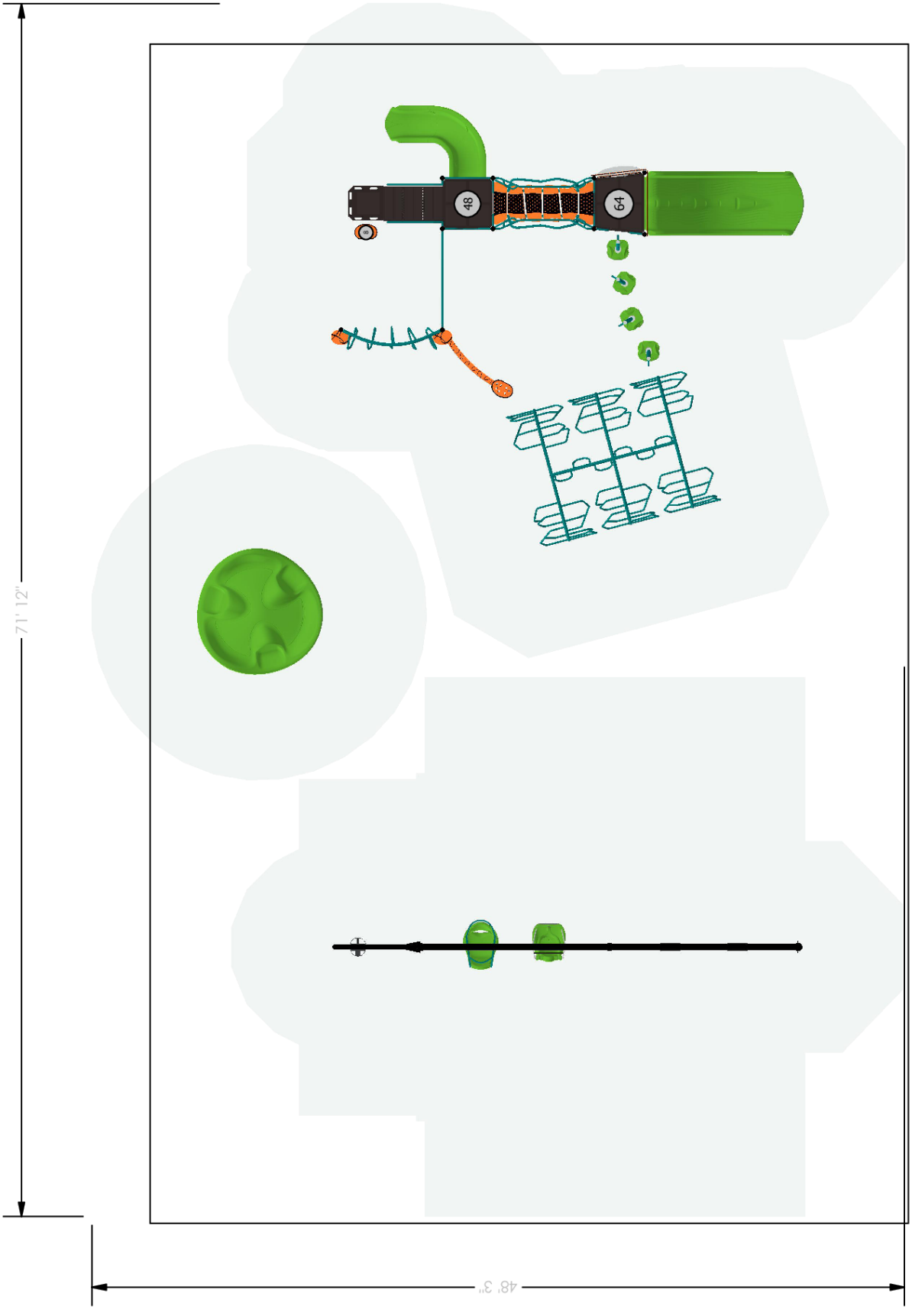
LEE RECREATION
www.LeeRecreation.com • 800-775-8937



WILLEMS PARK (OPTION 1) - DE PERE

LEE RECREATION
www.LeeRecreation.com • 800-775-8937





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.

PLAYGROUND ACCESSIBILITY (Provided/Required)

TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
19	6 / 3	4 / 0	0 / 0	15 / 2	8 / 2

OVERALL BOUNDING OF USE ZONES
Area:3471.9 sq.ft.
Perimeter:240.4 ft.
STRUCTURE SIZE: 48' 3"x71' 12"
POST SIZE(S): 3.5"

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

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

SERIES LINE: Burke Basics | Synergy

SITE PLAN VIEW

GROUP:
Group 1 | Group 2

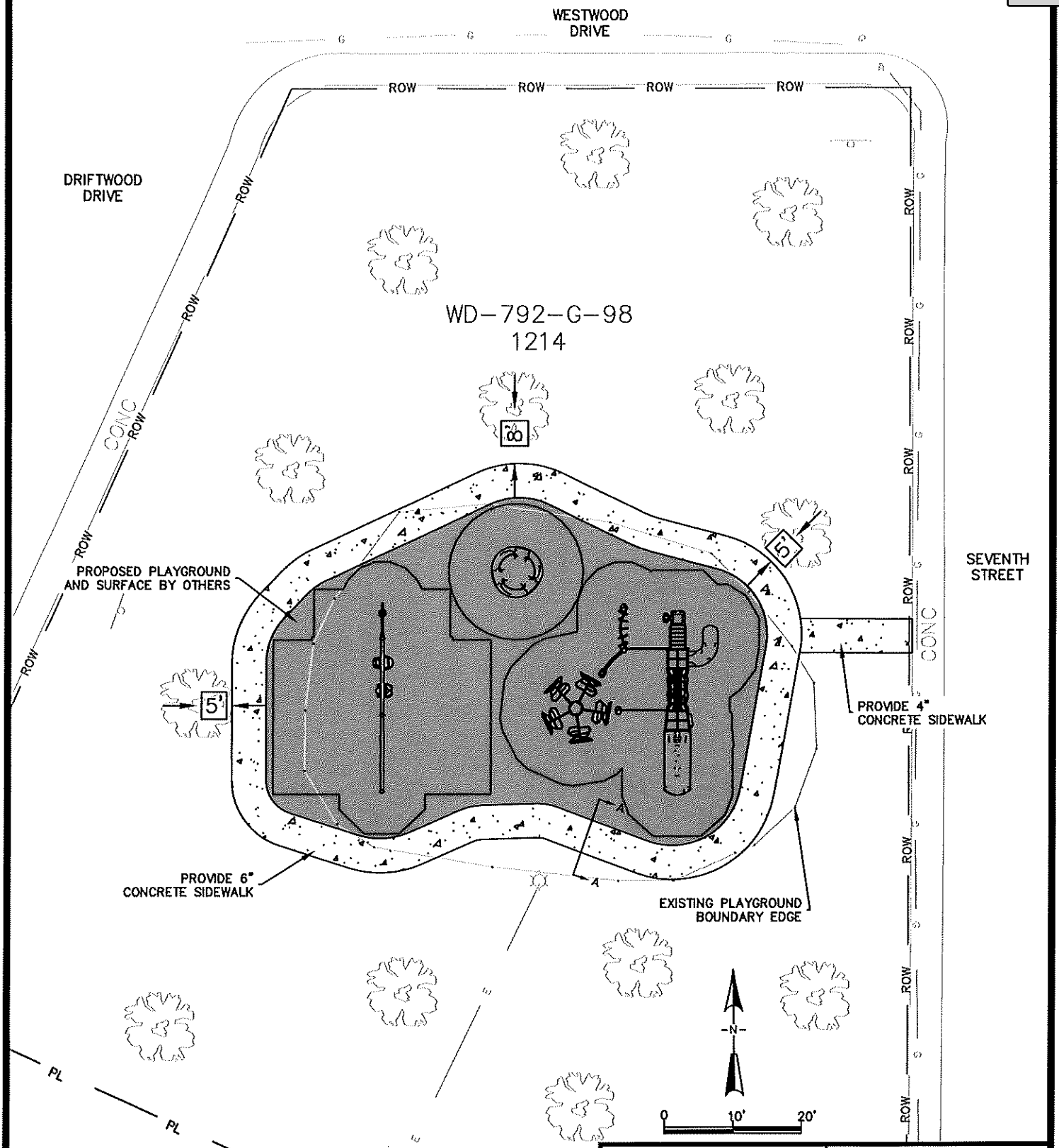
DESIGNED FOR AGES:
5 to 12

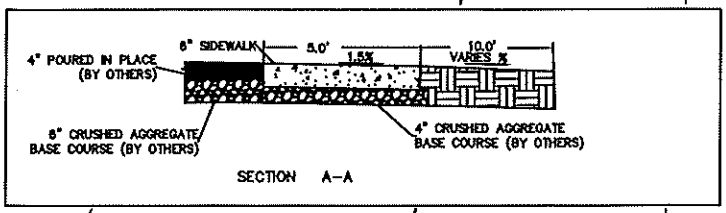
01/26/2024

Lee Recreation, LLC
Willems Park 1 - De Pere

Designer: Ryan Lee

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





DE PERE

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

PLAYGROUND LAYOUT

WILLEMS PARK

PROJECT: 24-XX

DATE: 2/28/2024
BY: MJT
CHECKED: EPR

SERIES LINE: Burke Basics | Synergy

GROUP:
Group 1 | Group 2

DESIGNED FOR AGES:
5 to 12

SITE PLAN VIEW

01/26/2024

Lee Recreation, LLC
Willems Park 1 - De Pere

Designer: Ryan Lee

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

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Area:3471.9 sq.ft.
Perimeter:240.4 ft.
STRUCTURE SIZE: 48' 3"x71' 12"
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**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

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19	6 / 3	4 / 0	0 / 0	15 / 2	8 / 2

The use and layout of play components identified in this plan conform to the CPSC guildelines. 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.

WILLEMS PARK (OPTION 1) - DE PERE

LEE RECREATION
www.LeeRecreation.com • 800-775-8937



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PROPOSAL #142-012924-1

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WILLEMS PARK (OPTION 1) - DE PERE



PROPOSAL #142-012924-1

Burke
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City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**Parks**
FROM:	**Marty Kosobucki**
SUBJECT:	**Consideration and Possible Action regarding Nelson Family Pavilion Grand Opening and related expenses.**

ATTACHMENTS:

- Memo.Council-Nelson Pavilion Grand Opening (PDF)
- x_____xbEePVcWp441uQShx87K1nA..x_____x_ags_84ebbae1-e77c-11ee-93d9-0aec77bb3923(PDF)
- x_____xbEePVcWp441uQShx87K1nA..x_____x_ags_93dd8634-e5ec-11ee-be4f-0aec77bb3923(PDF)
- 315403-customer-contract-Johnny Wad (PDF)

CITY OF DE PERE
MEMO

To: City Council
From: Marty Kosobucki
Date: April 2, 2024

RE: Nelson Pavilion Grand Opening

Staff has been in preliminary planning stages of the Grand Opening of the Nelson Pavilion. Prior to moving forward with various contracts and/or scheduling, we are seeking approval from the City Council. A general layout of the event is laid out below.

Date: Friday, July 26
Time: 5:00 – 10:30 pm
Location: Voyageur Park
Anticipated Attendance: 2,000-3,000 people

Timeline of Events:

5:00 – 5:15 pm	Opening ceremony/ribbon cutting of Nelson Pavilion
5:30 – 7:00 pm	Acoustic act on Patio
7:15 – 7:30 pm	Announcements/Mayor/Introduction of Johnny Wad
7:30 – 10:30 pm	Johnny Wad
10:40 pm	Event close/Beer Sales end
11:00 pm	Park Close

Budget - Expense

Item	Expense	Requirement
Main Entertainment	$5,000	Yes
Acoustic Patio Singer	$300	No
Port O Lets ($75/unit x 14 units)	$1,050	Yes
Large Tent (40'x80')	$605	Yes
Medium Tent (40'x60')	$505	No
Stage Portable	$1,000	No/Yes*
Electrical Set up	$500	Yes
Staffing	$500	Yes
Beverage Expense	$3,000	
Misc	$500	No
Total	$12,960	
Police Department	$750**	Yes
Fire Department	$720***	Yes

*A stage is required, it's a matter of deciding what type of stage we would like to pursue. We can pursue a portable Stage called the Showmobile, offered through the City of Green Bay. The other option would be to rent a portable stage and set it up underneath the large tent. Either way, there will be a cost to providing a stage.
**Funding for Police Department is proposed to be consumed within the Police Department's overtime account considering it is a City sponsored event.
***Funding for the Fire Department is proposed to be consumed within the Fire Department overtime account considering it is a City sponsored event.

Budget - Revenue

Item	Revenue	
2024 Budget Allotment	$3,500	
Beverage Sales (Estimated)	$9,000	
Total	$12,500	

Miscellaneous:

Contracts Required - The only contract required in the proposed event is with Banana's Entertainment for the performance of Johnny Wad.

Layout - See the two proposed layouts which are dependent on the alternatives approved by the council.

Staffing - We will need to employ some staff such as Certified Bartenders and maintenance staff, however the rest of the event staff will be made up of Department staff and volunteers.

Beer Sales: The department will coordinate beer sales at multiple locations during the event.

Food: We are currently reaching out to select non-profit groups that may be interested in serving food at this event.

Port O Lets – Even though we will have 8 full functioning restrooms, the guidelines for offering special events call for 20 portable restrooms for an event lasting 5 hours.

Attachments:
Contract with Banana's Entertainment
Site Layout Option 1
Site Layout Option 2

User Created DIME Map



3/21/2024, 7:14:08 AM

1:1,200

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

2023 Aerial

Red: Band_1

Green: Band_2

Blue: Band_3

Brown County WI

This is a custom map created by a user of the De Pere Interactive

User Created DIME Map



3/19/2024, 7:31:13 AM

1:1,200

0 0.01 0.02 0.04 mi

0 0.01 0.03 0.06 km

Traffic_Signals

Lighting Controls

- Other
- Control Box
- Junction Box
- Power Supply
- Power Supply/ Photo Eye
- Pull Box
- Receptacle

Traffic Control Cabinet

Meters

Street Lights

City Wiring Official

- <all other values>
- Ball Field- Yellow
- Decorator- Orange
- Score Board
- Street Light- Purple

Traffic Signal-Brown

IrrigationControl

- CleanOut Valve
- Control Valve
- Meter Vault
- RainBird
- Sprinkler Head
- Irrigation Line
- Spot Elevation-In

2' Contours- 2010- in

- Index Contour
- Intermediate Contour

2023 Aerial

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Brown County WI

This is a custom map created by a user of the De Pere Interactive

07/26/2024 NELSON PAVILION
ENGAGEMENT AGREEMENT

Lance Shellman
920-209-2776
lance@bananasentertainment.com
P.O. Box 5171 De Pere, WI 54115

bananasentertainment.com

PLEASE SIGN AND RETURN THIS COPY BY APRIL 27, 2024
A COPY WILL BE RETURNED FOR YOUR FILES

1. AGREEMENT made this **18** day of **March 2024** between **JOHNNY WAD BAND, LLC** dba: **JOHNNY WAD** (herein referred to as Artist) and **NELSON PAVILION** (herein referred to as Purchaser)
2. LOCATION, DATE, TIME OF PERFORMANCE:
   NELSON PAVILION
   100 WILLIAMS ST
   DE PERE, WI 54115
   FRIDAY JULY 26, 2024
   07:00 PM - 10:00 PM
3. PERFORMANCE DESCRIPTION: **PUBLIC OUTDOOR**
4. CONTRACT PRICE: **$5000 (FIVE THOUSAND DOLLARS)**
   a. **$1000** deposit payable online via the customer portal (customers.bananasentertainment.com) OR via check (payable to **Bananas Entertainment LLC**) due 14 days after contract approval
   b. **Balance of $4000** is payable via CASH OR CHECK TO THE ARTIST DAY OF PERFORMANCE. Checks should be made payable to: **JOHNNY WAD BAND LLC**. Please DO NOT pay the artist with a check made out to Bananas Entertainment.
   c. If this engagement is an outdoor event, Artist shall receive full payment rain or shine.
   d. If engagement is cancelled by Purchaser, deposit is non-refundable.
   e. Cancellation by Purchaser within 90 days of performance date will result in liability for entire contract price.
5. ARTIST-INDEPENDENT CONTRACTOR
   a. **JOHNNY WAD will arrive 240 minutes prior to contract starting time.** Access to the staging area needs to be clear to allow enough time for equipment set-up, sound check, and change of attire. **A staging area of 24 feet wide 16 feet deep is needed to accommodate equipment.** Grounded electrical outlets near staging area are necessary for quality sound and lighting. At times it is not feasible for artist to begin set-up until performance area is cleared by event staff. **If purchaser requests an early set-up, a separate charge will apply.**
   The Artist will not be responsible for make-up time if this situation (or any other) impedes access to the staging area, delaying set-up.
   b. JOHNNY WAD BAND LLC shall at all times have complete supervision, direction, and control over the services of the personnel on this engagement and expressly reserves the right to control the manner, means, and details of the performance of services to fulfill the engagement requirements.
   c. The Artist executes this agreement as an independent contractor, not as an employee of the Purchaser. Responsibility for appropriate payments payroll taxes and charges under applicable federal and local law will be assumed by the Artist(s).
   d. The agreement of Artist(s) to perform is subject to detention, severe sickness, accidents, or any other legitimate conditions beyond their control.
6. SPECIAL PROVISIONS: **BAND TO PROVIDE PRODUCTION. BUYER TO PROVIDE COVERED STAGING WITH ACCESS TO ADEQUATE POWER. - 220 POWER 100 AMPS IS PREFERRED. ALL OUTDOOR GIGS MUST HAVE A PORTA-POTTIE (FOR BAND USE ONLY) NEAR BACKSTAGE. THANK YOU**
7. If any provisions hereof are determined to be void by court of competent jurisdiction, the remaining provisions hereof shall remain in full force.
8. This engagement agreement and any accompanying rider is the entire agreement of the parties and may not be altered or amended unless agreed upon by both parties and Bananas Entertainment LLC.
9. We acknowledge and confirm that we have read and approve the terms and conditions set forth in this contract.
10. Commencement of engagement as described in this agreement is deemed to be an acceptance of all the terms by Purchaser and Artist.

Purchaser Signature NOT YET SIGNED

Purchaser: NELSON PAVILION
CITY OF DE PERE - MARTY KOSOBUCKI
925 S 6TH STREET
DE PERE WI, 54115

Artist Signature NOT YET SIGNED

Artist: JOHNNY WAD BAND, LLC dba JOHNNY WAD
c/o Bananas Entertainment LLC
P.O. Box 5171
De Pere, WI 54115

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Consideration and Possible Action regarding 2024 Aerial Deer Survey results.**

ATTACHMENTS:

- Council Memo.Deer Survey 2024 (PDF)
- Map.final numbers (PDF)
- De Pere map East with legend (PDF)
- De Pere West with legend (PDF)
- Aerial Deer Survey - 2014 (PDF)

CITY OF DE PERE
MEMO

To: City Council
From: Marty Kosobucki
Date: April 2, 2024

RE: Deer Survey

In the 2024 Budget, staff was provided money and asked to coordinate a survey of our deer population within the City limits. In order to provide you an opportunity for comparison, we contracted with a company to count the deer in the same sections we contracted in 2014. Included in your packet of information are the results from the 2014 Deer Survey and the 2024 Survey.

2014 Survey:

- Contracted with Wildlife Services company and aerial survey was conducted via use of a helicopter.
- Survey accuracy is unknown as the deer counted were the only ones that would be up and moving. Stationary deer were difficult to see and account for.

2024 Survey:

- Contracted with USDA to count deer using a thermal imaging Drone.
- Survey accuracy is unknown, however is likely more accurate than helicopter method.
- Confirmed deer were counted. Unconfirmed deer are objects they believe to in fact be deer but are not 100% sure due to analysis of image.

De Pere Zone Comparison:

Zone/Section	2014 Deer Count	2024 Deer Count
1 (West)	22	33
2 (West)	29	22
3 (West)	27	30-31
4 (West)	22	10-16
5 (West)	9	0
6 (East)	5	28-36
7 (East)	5	14-15
8 (East)	0	4-8
9 (East)	0	10
10 (East)	0	6-9

Miscellaneous Information:

- In 2014, the numbers of deer shown in sections 6 and 7 were fairly low compared to the 2024 counts. However, when calculating the deer counts from the bordering sections in the Village of Allouez the increase is not as substantial. See the table below. We compare these numbers because the family of deer are most like the same in these sections.

De Pere/Allouez connecting Zones – Deer counts

Zone/Ares	2014 Deer Count	2024 Deer Count
Zone 6 and bordering Allouez Zone	17	29-37
Zone 7 and bordering Allouez Zone	29	22 - 24

- One of the common questions asked is “is there a threshold for number of deer that should be in an urban area?” We have not found any entity that provides a guideline for this. The WDNR has indicated they do not provide any guidance to this question as the answer ultimately is “whatever your community’s tolerance level is for living with the deer.”

Attachments:

- 2024 De Pere East Side Deer Counts (Zones 6-10)
- 2024 De Pere West Side Deer Counts (Zones 1-5)
- 2014 De Pere East/West Side Deer Counts (Zones 1-10)
- 2014 Allouez Deer Counts

2014

Aerial Deer Survey

Wildlife Management Services

Deer Survey Blocks

Total = 7.02 Sq. Miles

Results per area

West	East
1-22	6-5
2-29	7-5
3-27	8-0
4-22	9-0
5-9	10-0

1 — 1.15 Sq. Miles — 22
2 — .96 Sq. Miles — 17
3 — .91 Sq. Miles — 27
4 — 1.03 Sq. Miles — 22
5 — .24 Sq. Miles — 9
6 — .59 Sq. Miles — 5
7 — .19 Sq. Miles — 5
8 — .85 Sq. Miles — 0
9 — .3 Sq. Miles — 0
10 — .8 Sq. Miles — 0

Fox River

FORT HOWARD AV
MAIN AV
GRANT ST
LAWRENCE DR
SCHEURING RD
LOST DAUPHIN RD
AMERICAN BL
LAWRENCE DR
LOST DAUPHIN RD
GEORGE ST
W BROADWAY ST
WEBSTER AV
RIDGEWAY BL
CHICAGO ST
CHARLES ST
ENTERPRISE DR
S BROADWAY ST

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.


De Pere East Deer Count
Write a description for your ma
1.12.c
Legend
Confirmed Deer
DePere
Unconfirmable Der
Area 6: 28-36 deer
Area 7: 14-15 deer
Area 8: 4-8 deer
Area 9: 10 deer
Area 10: 6-9 deer
Ridgeway Dr
Lisal St
George St
S Erie St
Jordan Rd
Swan Rd
Monroe Rd
Heritage Rd
Sportsman Dr
Old Martin Rd
Fox River
Lost Dauphin Rd
4th St
Norbert College
De Pere
Black Honey Hashery
St. Mary Parish
Sit & Stay Pet Resort
Hockers Home Services
Scray Cheese
54115
Google Earth
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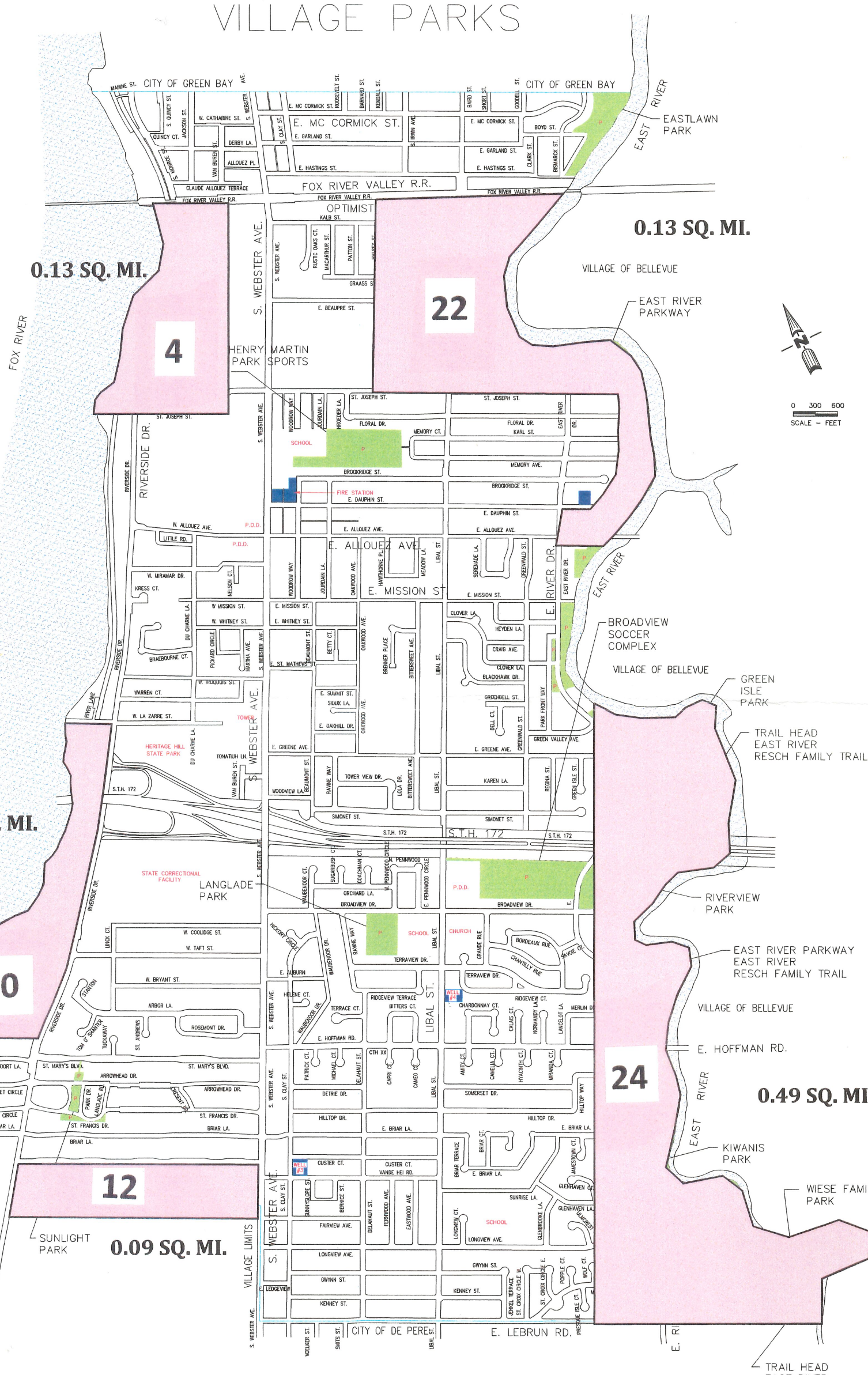

De Pere West Deer count
Legend
Confirmed Deer
DePere Area
Launch
Unconfirmable deer
1.12.d
Area 5: 0 deer
Area 4: 10-16 deer
Area 3: 30-31 deer
Area 2: 22 deer
Area 1: 33 Deer
West De Pere
Out of survey area
Out of survey area
Walmart Supercenter
Urban Battlefield
Green Bay Packaging Inc - Folding Carton Divis
The Driveway
Packerland Dr
Grant St
Suburban Dr
S 9th St
Fox River
Lost Dauphin Rd
Quarry Park Dr
Scheuring Rd
Red Maple Rd
Southbridge Rd
Nathan Dr
County Rd Ee
54344
14
Google Earth
Image © 2024 Airbus
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Packet Pg. 76

2014

Aerial Deer Survey

Wildlife Management Services

VILLAGE PARKS



TOTAL = 0.96 SQ. MI.

VILLAGE OF ALLOUEZ

Brown County, Wisconsin

U:\Parks\2014 DNR DEER AREAS.dwg, 01/30/2014 1:17:49 PM

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Discussion and Possible Action on recruitment process for City Administrator replacement.**

ATTACHMENTS:

- Memo to Council to begin process II (PDF)

CITY OF DE PERE
MEMO

To: Common Council
From: Shannon Metzler, Human Resource Director/Assistant City Administrator
Date: April 3, 2024

RE: Discussion and Possible Action on recruitment process for City Administrator replacement

As you are aware, City Administrator, Larry Delo, provided his retirement notice effective December 18, 2024. We would like to get started on the recruitment process and suggest conducting a national search. We have two options to discuss to begin the process.

Option 1 - Hire a recruitment firm to assist the City in the hiring process. This is very typical for this level of a position. As you may recall, we used a recruitment firm when we hired our Chief of Police.

A - Send out a formal RFP to various recruiting firms

B - Obtain proposals directly from the recruitment firms without a formal RFP

Option 2 - The City's Human Resources department manage the recruitment process

I am recommending Option 1 (B) that we hire a recruitment firm to assist in the process and obtain proposals directly from the firms. The process used in many City Administrator searches is quite comprehensive and depending on the various steps will take approximately nine months. Based on experience, I don't believe sending out formal RFP's will provide additional value as many firms have standard proposals they submit, nonetheless. This allows us to get started on the process sooner. I would plan to ask at least five firms for a proposal.

If you have questions in advance of the meeting, please contact me at 339-4045.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**April 3, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**