



Board of Park Commissioners

Regular Meeting

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

Revised Agenda

Thursday, February 18, 2021

6:30 PM

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Park Commissioners** of the City of De Pere will be held on **February 18, 2021** at **6:30 PM** in the **De Pere Council Chambers, 2d Floor City Hall, 335 S. Broadway Street, De Pere.**

The public may attend the meeting either in person in the Council Chambers or electronically due to the public health emergency. Electronic or telephonic access to the meeting is below:

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://depercitywi.iqm2.com/>.

I. Call to Order

1. Roll Call
2. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the January 21, 2021 Meeting.
3. Consideration and Possible Action to Accept \$500 from De Pere Optimist Club for East Egg Hunt *
4. Consideration and Possible Action to Accept \$500 Donation from De Pere Optimist Club for Summer Camp T-shirts *
5. Consideration and Possible Action related to issuing a vending permit for bait and tackle services at Voyageur Park.
6. Consideration and Possible Action regarding the VFW Veteran's Memorial.*
7. Consideration and Possible Action to Consider Extending the Plowing of the Fox River Trail from Heritage Road South to Rockland Rd.*
8. Consideration and Possible Action on Proposed Opening Plans for our Outdoor Pools.
9. Consideration and Possible Action to Determine Direction of Multi-Use Facility at Voyageur.
10. Discussion on Security and Safety within our Park System.
11. Discussion on Extension of Flag Football Program
12. Discussion on Park Projects, Lack of Funding, and Options to Address.
13. Staff Update on 2020 Recreation Scholarship Fund

14. Consideration and Possible Action on Request from Immel Construction for Cost Reimbursement.*

PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(g), the governing body may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

The Board may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

II. Future Agenda Items

III. Adjournment

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

Board Members
Alderspersons
Mayor James Boyd
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
Ben Villaruel, De Pere School District
Dennis Krueger, WDP School District
Patrick Skalecki, Graef
Max Rango, Immel
De Pere Optimist Club
Rob Korth, Swamp Donkey Bait and Tackle

De Pere Youth Hockey
De Pere Select Soccer
De Pere Area Chamber of Commerce
Definitely De Pere
Brown County Library – De Pere
TV & Radio Stations
De Pere Rapides Youth Soccer
De Pere Baseball
De Pere Girls Softball
Christopher Soquet, Teen Advisor
Lydia McMorrow, Teen Advisor
Randy Hansen, VFW Post 2113
Pat Moran, VFW Post 2113

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

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



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the January 21, 2021 Meeting.

ATTACHMENTS:

- Draft Minutes 1-21-2021 (PDF)



Board of Park Commissioners

Regular Meeting

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

Draft Minutes

Thursday, January 21, 2021

6:30 PM

I. Call to Order

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

Attendee Name	Title	Status	Arrived
Casey Nelson	Aldersperson	Present	
Melissa Thiel Collar	Board Member	Present	
Ryan Jennings	Board Member	Absent	
Rick Klinkenberg	Board Member	Absent	
Amy Chandik Kunding	Aldersperson	Present	
Dean Raasch	Aldersperson	Excused	
Randy Soquet	Board Member	Present	
Lydia McMorro	Teen Advisor	Present	
Christopher Soquet	Teen Advisor	Present	

Others present include: Marty Kosobucki, Director of Parks, Recreation and Forestry; Don Melichar, Park Superintendent and Forester; Paula Rahn, Recreation Superintendent; John McDonald, Recreation Supervisor; Randy Hansen from VFW Post 2113; Pat Moran, VFW Post 2113; Rob Korth; Max Rango, Immel Construction; Jay Jensen, Graef; and Grace Lahtela, Administrative Assistant.

II. Action Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the December 17, 2020 Meeting.

Aldersperson Nelson moved to approve the minutes from the December 17, 2020 meeting, seconded by Aldersperson Chandik-Kunding. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Aldersperson
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kunding, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

2. Consideration and Possible Action to Provide Vending Services at Voyageur Park for Bait and Tackle.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that a vendor approached the city inquiring about the availability of putting a bait and tackle vending machine at Voyageur Park. If the park board feels that this service is warranted, staff would go out for proposal and then bring the proposals back to park board to review. The parks have seen an increase in usage with Covid and staff feels that it would be a valuable service, provided there is some benefit to the city to help offset costs. Staff would recommend going out for proposals.

Alderson Nelson moved to approve staff preparing an RFP to provide a bait and tackle vending machine at Voyageur Park, seconded by Alderson Chandik-Kundinger.

Discussion followed.

Alderson Nelson questioned if the bait would be live.

Marty Kosobucki, Director of Parks, Recreation and Forestry stated that Rob Korth, the individual that approached the city to provide the vending service, is online if the park board is interested in opening the meeting.

Alderson Nelson moved to open the meeting to public comment at 6:35 pm, seconded by Alderson Chandik-Kundinger. Upon vote, the motion passed unanimously.

Rob Korth explained that he has received a solicitor permit with the city for the past eight years and provides this service near the Fox Point boat launch. The vending machines are typically refrigerated so there is the ability to provide live bait and usually minnows and night crawlers are highly sought after in the machines.

Randy Soquet questioned if Rob knew what the electrical cost is to run the machine for a month.

Rob Korth explained that he did not know the exact amount, but would be contacting the servicing company to see if they could provide an answer.

Melissa Thiel-Collar asked Marty Kosobucki about surveillance at Voyageur Park, and if damage to the machine occurred would the city be liable.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that at this time there is not a surveillance system at Voyageur Park, but the hope is to get something soon. There will be language in the agreement that if the machine was to get vandalized that the city would not be held responsible.

Alderson Nelson moved to return to regular order at 6:41 pm, seconded by Melissa Thiel-Collar. Upon vote, the motion passed unanimously.

Randy Soquet commented that he is in favor of providing this service at Voyageur Park. Upon vote, the above motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderson
SECONDER:	Amy Chandik Kundinger, Alderson
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kundinger, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

3. Consideration and Possible Action to Approve Direction for Replacing VFW Memorial at VFW Park.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that with the construction of the Aquatic Facility at VFW Park, the VFW monument needed to be relocated. The intention was to move the existing monument to a new location; however when they tried to move the monument it fell apart. We reached out to Graef to provide some suggestions for a new monument, which are in the packet details. The monuments that were suggested would cost around \$8,000. Staff also approached Randy Hansen and Pat Moran from the local VFW Post 2113 for their suggestion, which is also located in the packet. Staff would recommend moving forward with getting quotes for the monument concept that was provided by the local VFW Post 2113 and bring the quotes back to park board for approval. The funding for the monument would need to go to council for approval, as it was not in the budget for the Aquatic Facility.

Aldersperson Nelson moved to open the meeting at 6:49 pm for public comments, seconded by Aldersperson Chandik-Kundinger. Upon vote, the motion passed.

Randy Hansen from the VFW Post 2113 explained they did some research into a new monument and found the one proposed. They would also recommend recognizing all nine branches of the armed services.

Randy Soquet thanked Randy Hansen for partaking in the research and providing the alternative design.

Aldersperson Chandik-Kundinger moved to return to regular order at 6:52 pm, seconded by Melissa Thiel-Collar. Upon vote the motion passed unanimously.

Melissa Thiel-Collar moved to approve the concept for the VFW Memorial that was provided by the local VFW Post 2113 and appears on page 17 in the park board packet and for staff to request proposals for the monument, seconded by Randy Soquet.

Discussion followed.

Aldersperson Nelson questioned with the folded flag on the top of the monument, if the monument itself should be a triangular shape instead of four sided.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that the monument will have all nine branches of the armed services recognized, along with the plaque from the original monument, so it would be hard to get everything on only three sides.

Upon vote, the above motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melissa Thiel Collar, Board Member
SECONDER:	Randy Soquet, Board Member
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kundinger, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

4. Consideration and Possible Action to Approve the Entrance Sign to VFW Aquatic Facility.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that in the VFW Aquatic Facility budget, there is \$10,000 allotted for the entrance sign for the facility. Three different quotes were received and staff recommends the lit option from Fox City Sign. The quote received, along with the electrical that would need to be run, the sign would still come in under budget.

Aldersperson Nelson questioned the reasoning behind a lit sign, when the majority of the pool operating hours are during the day.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that even though the pool operation occurs mainly during the daylight hours, the lit sign provides an attraction to the facility and provides some security at the park.

Aldersperson Chandik-Kundinger moved to approve the Fox City Sign option 1 with back lighting, seconded by Aldersperson Nelson. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kunding, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

5. Consideration and Possible Action on Request from Immel Construction for Cost Reimbursement.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that with the construction of the VFW Aquatic Facility, there was electrical work that needed to be done with WPS. In talking with Graef, they believe the work needed is listed in the contract, but Immel feels otherwise. Due to the difference of opinion, Immel is looking for the city to pay half of the WPS bill.

Randy Soquet moved to open the meeting to public comment at 7:08 pm, seconded by Alderperson Nelson. Upon vote, the motion passed unanimously.

Max Rango from Immel explained that the WPS bill in question is for the permanent installation of the natural gas supply for the building, and the permanent main power supply of park. At the time of bidding, if a contractor calls WPS for an estimate of services, they will not provide a quote; they will only provide an estimate of services for the owner of the property. In the bid documents there is reference for costs to be carried for the installation of services, but the bid form and project specifications did not have an allotment for the specific charges. Due to these differences, Immel is requesting that the city splits the costs for the WPS services.

Melissa Thiel-Collar questioned if the city attorney was consulted to obtain their opinion. Marty Kosobucki, Director of Parks, Recreation and Forestry commented that the city attorney was not consulted on the issue. The consultant for the project, Graef was approached and they feel like it is documented in the project manual. With park board recommendation, we could have the city attorney review the contract for their opinion. Melissa Thiel- Collar recommends having the city attorney review the contract for their opinion, before making any approval.

Randy Soquet questioned Max from Immel if it was normal for there not to be any WPS estimates in the bid.

Max Rango from Immel said that it is normal, due to the inability to get estimates from WPS. WPS does not provide any estimates for a project until they have the design criteria and load requirements for the project. Also, for this specific project, there was addition work done in the park. The service from Grant Street leading into the park was put underground and a second transformer was added for the services to the octagon building and for the lights on the field.

Melissa Thiel-Collar moved to return to regular order at 7:16 pm, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

Melissa Thiel-Collar moved to return the item back to staff to get the opinion from the city attorney, seconded by Alderperson Nelson. Upon vote, the motion passed unanimously.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
	Next: 2/18/2021 6:30 PM
MOVER:	Melissa Thiel Collar, Board Member
SECONDER:	Casey Nelson, Alderperson
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kunderinger, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

6. Consideration and Possible Action to Approve Additional Funding for VFW Access Road.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that in the budget for 2021, there was \$25,000 allocated for the repair of the access road at VFW Park. With Immel doing the work on the VFW Aquatic facility, it makes sense to work with them for the project. The quote that was received from Immel is for \$31,700. Staff recommends approving the contract with Immel for \$31,700 and requesting additional funding from council.

Alderperson Nelson moved to approve the contract for \$31,700 and request for additional funding from council, seconded by Melissa Thiel-Collar. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Melissa Thiel Collar, Board Member
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kunderinger, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

7. Consideration and Possible Action to Approve Change Order Request for Gas Fired Heater at VFW Pool.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that change orders that occur on a project that are due to unforeseen circumstances within 3%-4% of the project cost, or due to timing constraints can be approved by staff. This change order is a request from the Building Maintenance Supervisor to put a heater in the mechanical room, which will increase the life of the equipment. This is an additional equipment request that was not part of the bidding process, so it needs to get approval from Park Board. If approved, the item will need to go to Council to request additional funding. Staff would recommend approval of the change order.

Randy Soquet explained that he spoke with some professionals in the field and they agreed with the Maintenance Supervisor. They felt that it would be in the best interest of the City to install the heater to increase the life of the equipment.

Randy Soquet moved to approve the change order request to install a gas fired heater in the mechanical room of the VFW Aquatic Facility and send it to Council for approval, seconded by Alderperson Nelson.

Alderperson Nelson questioned if the funding for the heater would come from the funds obtained from the referendum.

Marty Kosobucki, Director of Parks, Recreation and Forestry stated that he would have to reach out to the Administrator and Finance Director to see where they want the funds to come from, but believes it would come from the funds dedicated to the pool.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Soquet, Board Member
SECONDER:	Casey Nelson, Alderperson
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kunding, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

8. Consideration and Possible Action to Approve Plaque for the VFW Aquatic Facility.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that Alderperson Hansen has requested that a memorial plaque, similar to the one that is at Legion Pool, be installed at the VFW Aquatic Facility. Included in the packet is proposed verbiage for the sign, as well as different materials offered. The park board would need to approve the wording on the sign and the materials to be used. Staff recommends the aluminum plaque to better match the color scheme of the facility, but Alderperson Hansen prefers the bronze.

Randy Soquet questioned why Ryan Jennings name was listed twice.

Alderperson Chandik-Kunding commented that she does not have an opinion on the plaque materials.

Melissa Thiel-Collar would recommend referring the item back to staff for material selection.

Alderperson Chandik-Kunding moved to approve the verbiage of the memorial sign for VFW Aquatic Facility with removing one of Ryan Jennings names and leave the material selection up to staff, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Randy Soquet, Board Member
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kunding, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

9. Consideration and Possible Action to Approve 2021 Carrico Aquatic Water Management Agreement.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that the City has an agreement with Carrico for the operations of the pools. When VFW was closed last year, the agreement was revised to account for running only one pool. Now with opening of the VFW Aquatic Facility, the agreement needs to be revised again to add VFW. The City Attorney has approved the agreement. Staff recommends approving the revised agreement with Carrico to add the VFW Aquatic Facility.

Melissa Thiel-Collar moved to approve the 2021 Carrico Water Management Agreement, seconded by Alderperson Nelson. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melissa Thiel Collar, Board Member
SECONDER:	Casey Nelson, Alderperson
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kundinger, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

10. Consideration and Possible Action to Approve Revisions to VFW Tennis Courts.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that we are looking for approval to reconfigure the VFW tennis courts from 3 tennis courts to 2 tennis courts and 2 pickle ball courts. This would be the same configuration as the courts at Legion Park. The West De Pere School District was contacted, and they are fine with the proposal. The pickle ball courts at Legion Park have been extremely popular, so staff would recommend moving forward with the project.

Alderperson Chandik-Kundinger agreed that the courts at VFW are in desperate need of repair and with the popularity of the pickle ball courts at Legion Park it makes sense to incorporate them at VFW Park.

Alderperson Nelson confirmed that these will be the first pickle ball courts on the west side and is definitely in favor of the revisions.

Randy Soquet moved to approve the revisions at the VFW tennis courts, seconded by Alderperson Nelson. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Soquet, Board Member
SECONDER:	Casey Nelson, Alderperson
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kundinger, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

11. Consideration and Approval of Consultant Agreement for VFW Tennis Court resurfacing and design.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that an RFP was sent out to four different consultants to help with the plans and specifications of redesigning and resurfacing the VFW tennis courts. This project is a little more involved with the need for crack filling. Staff would recommend approving the proposal from Fred Kolkman Tennis and Sport Court LLC in the amount of \$2,000 to prepare the plans and specifications to redesign the tennis courts at VFW Park.

Melissa Thiel-Collar moved to approve the proposal from Fred Kolkman Tennis and Sport Court LLC to prepare the plans and specifications for the redesign and resurfacing of the VFW tennis courts, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Melissa Thiel Collar, Board Member
SECONDER:	Randy Soquet, Board Member
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kunding, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

12. Consideration and Possible Action to Approve a Company for Contracted Tree Pruning in an Area of the City.*

Don Melichar, Park Superintendent and Forester explained that an RFP to provide tree pruning services in the City was sent out. Over twenty RFP's were sent out and four bids were returned. All bids were extremely over budget, with the exception of section 3 of the City on the bid from Monster Tree Service. Seeing there is only the one section that is within the budget amount, staff would recommend moving forward with awarding the bid to Monster Tree Service to prune area 3 in the proposal.

Alderson Nelson moved to approve awarding the tree pruning RFP to Monster Tree Service in the amount of \$65,000 to prune area 3 which is documented in the agenda packet, seconded by Alderson Chandik-Kunding. Upon vote, the motion was approved unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderson
SECONDER:	Amy Chandik Kunding, Alderson
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kunding, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

13. Consideration and Possible Action to Approve Grant Application for Dock Refurbishments at Perkofski Boat Launch.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that there is \$10,000 in the budget to refurbish one of the dock sections at the Perkofski Boat Launch. The project came in under budget, so staff is recommending moving forward with the grant application,

Randy Soquet moved to approve the grant application to refurbish one dock section at the Perkofski Boat Launch, seconded by Alderson Nelson. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Randy Soquet, Board Member
SECONDER:	Casey Nelson, Alderson
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kunding, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

14. Consideration and Possible Action to Approve Grant Application for Dock Extensions at Perkofski Boat Launch.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that there is \$7,000 in the budget for a dock extension at the Perkofski Boat Launch. The bid for the extension came in at \$8,000, so if the grant was approved, an additional \$500 would need to be requested from Council. With the water levels being extremely high, these extensions allow the docks to be above water. Staff would recommend approving the grant application for dock extensions and request the additional \$500 from Council to apply for the grant.

Aldersperson Chandik-Kundinger moved to approve the grant application for the dock extensions at Perkofski Boat Launch and request the additional funding from Council, seconded by Randy Soquet. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kundinger, Aldersperson
SECONDER:	Randy Soquet, Board Member
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kundinger, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

15. Consideration and Possible Action to Approve Grant Application for James Street Boat Launch Expansion. *

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that the dock extension would go from the existing finger docks and connect to the Fox River Tour dock. There is \$20,000 in the budget to do the extension; however the quote received came in over budget at \$30,499. With the amount of the quote, the park board would need to ask for additional funding from Council. Staff recommends putting this project on hold and to apply for a larger grant and additional funding in the budget for 2022. Aldersperson Chandik-Kundinger questioned the possibility of adding additional slips if we were to wait until next year.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that there are many larger boats on the Fox River and it is hard for them to get into the existing slips. It was requested from residents that the straight dock would be recommended.

Randy Soquet moved to delay the James Street dock extension project until the 2022 fiscal year and request additional funding for the project, seconded by Melissa Thiel-Collar. Upon vote, the motion passed unanimously.

RESULT:	DEFEATED [UNANIMOUS]
MOVER:	Randy Soquet, Board Member
SECONDER:	Melissa Thiel Collar, Board Member
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kundinger, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

16. Consideration and Possible Action to Determine Direction of Multi-Use Facility at Voyageur.

Randy Soquet recommended that due to the scale of the Voyageur Park multi-use building and that we are absent three board members for this meeting, it might be a good idea to table this item until next month when hopefully all board members will be present.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that tabling the item due to the absence of some park board members would not be an issue; however the bathroom facility is in really bad shape and a decision on the project needs to be made soon. Also, there was some confusion regarding using the stadium tax funding to aide in the Mulva Cultural Arts Center. Council did approve the use of the funds; however there has not been a motion or action from Council to revise the ordinance to use the funds. Currently, there is around \$160,000 in the budget for the project; however we are substantially short of the project cost.

Discussion followed.

Aldersperson Chandik-Kundinger questioned staff experience in fundraising efforts. Aldersperson Nelson agreed with tabling the item but feels that the only way for the building to be built, the design will need to be revised.

Due to the significance of the project and the number of park board members at the meeting, Melissa Thiel-Collar moved to table the multi-use facility at Voyageur Park until the next meeting, seconded by Aldersperson Chandik-Kundinger. Upon vote, the motion passed unanimously.

RESULT:	TABLED [UNANIMOUS]
	Next: 2/18/2021 6:30 PM
MOVER:	Melissa Thiel Collar, Board Member
SECONDER:	Amy Chandik Kundinger, Aldersperson
AYES:	Casey Nelson, Melissa Thiel Collar, Amy Chandik Kundinger, Randy Soquet
ABSENT:	Ryan Jennings, Rick Klinkenberg
EXCUSED:	Dean Raasch

III. Staff Updates

1. 2020 Donation Listing

Marty Kosobucki, Director of Parks, Recreation and Forestry reviewed the 2020 donation listing.

RESULT:	DISCUSSED
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2. Staff Update on Status of Spring/Summer Programming and the Impact from Covid.

Marty Kosobucki, Director of Parks, Recreation and Forestry spoke with the Director of the Health Department and it appears that the general public will not be able to receive the COVID vaccine until late spring or early summer. If this time frame is correct, there may be limitations to spring and summer recreational programs. The recreation department will be meeting with the Health Department Director in early February, with the plan to bring recommendations to the February meeting.

RESULT:	DISCUSSED
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3. Staff update on VFW Aquatic Facility Progress.

Marty Kosobucki, Director of Parks, Recreation and Forestry stated that along with the progress listed in the agenda packet, the large run-out slides and drop slide have been installed. Also, the inside of the building should be close to completion by the end of February.

RESULT: DISCUSSED

4. Staff Update on Use Of Pool Pass for Virtual Snowman Competition

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that at a previous Park Board meeting, the board approved five pool passes to be used as prizes for recreational activities and programs. One of these will be used for a snowman competition in the City.

RESULT: DISCUSSED

5. Staff Update on Vandalism at Voyageur Park.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that due to a Facebook post following the vandalism at Voyageur Park, within a day the Police Department was able to apprehend the two individuals that were responsible for the damage. The insurance company has paid for the damages and will now look for restitution from the individuals. In the near future, the City will be looking into preventative measures for possible surveillance equipment and patrol.

RESULT: DISCUSSED

IV. Future Agenda Items

Alderson Chandik-Kundinger requested for the recreation department to look into extending the flag football season.

Randy Soquet requested an update on the burned out lights at the Legion Park disc golf course.

Marty Kosobucki, Director of Parks, Recreation and Forestry stated there will be a future agenda item to discuss the flooring at the VFW Aquatic Facility. The contractor was notified that the flooring that was selected no longer meets the state friction code for wet surfaces. With this notification, a new floor and color scheme will need to be approved. Depending on the timing of receiving the product information, a special park board meeting might be needed.

V. Adjournment

Alderson Chandik-Kundinger moved to adjourn the meeting at 8:22 pm, seconded by Alderson Nelson. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration and Possible Action to Accept \$500 from De Pere Optimist Club for East Egg Hunt *

ATTACHMENTS:

- Memo Optimist Donation for Easter Egg Hunt (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Paula Rahn, Recreation Superintendent
Date: February 11, 2021

RE: **\$500 Donation from De Pere Optimist Club for Easter Egg Hunt**

Staff is seeking the Board of Park Commissioner's approval to accept a \$500 from the De Pere Optimist Club for our Annual Easter Egg Hunt. The donation will help defray some of the expenses for candy, prizes and a take home craft project. The Optimist Club would be recognized as a sponsor of the event with their name and/or logo on all promotional flyers and their banner placed on site the day of the event.

Due to the COVID pandemic, our Egg Hunt will look a little different than year's past as it will be a drive-thru event. The Easter Bunny will be posing for pictures as cars drive up. Bags of Easter candy, trinkets and a pre-packaged craft will be handed out to children in each vehicle by staff and volunteers. The Police and Fire Departments have also been invited to partake in this event.

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration and Possible Action to Accept \$500 Donation from De Pere Optimist Club for Summer Camp T-shirts *

ATTACHMENTS:

- Memo Optimist Donation for Summer Day Camp T-shirts (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Paula Rahn, Recreation Superintendent
Date: February 11, 2021

RE: **\$500 Donation from De Pere Optimist Club for Summer Day Camp T-shirts**

Staff is seeking the Board of Park Commissioner's approval to accept a donation of \$500 from the De Pere Optimist Club towards t-shirts for our Summer Day Camp. The Optimist Club would be recognized as a sponsor of our t-shirts with their logo on the back of the shirts.

This is our 14th year running Summer Day Camp and the De Pere Optimist Club has been a sponsor of our t-shirts for 13 years. We are truly thankful for their gracious support over the years!

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action related to issuing a vending permit for bait and tackle services at Voyageur Park.

ATTACHMENTS:

- Memo Voyageur Vending (PDF)
- RFP Cover PDF (PDF)
- RFP for Vending at Voyageur Park (PDF)
- Vending Machine Attach 1 (PDF)
- Insurance Attachment 2 (PDF)
- RFP Bait and Tackle Vending Services(PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki, Director of Parks, Recreation and Forestry
Date: February 18, 2021

RE: Voyageur Vending Request for Proposals

Staff put together an RFP for vending services at Voyageur Park for the purposes of bait and tackle. We received one proposal, which was from Rob Korth, owner of Swamp Donkey Bait and Tackle LLC.

In reviewing the proposal, we believe the Park Board has three options to consider this issue.

First option would be accept the proposal. If you were to accept the proposal, we would be indicating that the service provided is a true benefit to our park users and tax payers as the payment to have the machine in Voyageur will cover the cost of utilities.

Second option would be to simply deny the request for a vending permit. In denying the request, we believe the main reason would be related to compensation offered to the City. Presently the current proposal offers \$15/month of compensation to the City. This would be enough to cover the costs of utilities to run the machine which the City would be responsible for.

Third option would be to direct staff to go back to the person/company offering the proposal and negotiate a different compensation. If you choose this route, staff would suggest the Park Board establishes a level of compensation the City/Park Board would be acceptable to.

At this point, staff would recommend you consider the third option and establish a level of compensation you believe is fair to allow someone to come in with a vending machine for bait and tackle.

PROPOSAL FOR LIVE BAIT AND TACKLE VENDING SERVICES AT VOYAGEUR PARK

Company: Swamp Donkey Bait and Tackle, LLC

Owner: Robert J. Korth (920)470-1980 March 2011-Present

Email: swampdonkeybait@gmail.com

Email: rob@adlmonitoring.com

Operating Address: 1081 N. Broadway, De Pere WI, 54115

Operating Address: 1731 Ft. Howard Ave, De Pere WI, 54115

**Primary Address/Home: 879 Woodstock Lane, Pulaski WI
54162**

Professional References:

Bob Gillespe

Owner of Custom Jigs & Spins, 402 Westcor Drive, Coralville IA, 52241

319-545-5447

Frank Sterzinger

CO Owner of Viper Custom Tackle, 1994 Oakridge Rd, Neenah WI 54956

920-471-9109

Chase Eberly

CO Founder of MyFishingPartner.com

920-716-4859

Swamp Donkey Bait and Tackle LLC.
Proposal for Vending Service with the
City of DePere

I. Parties

This proposal is made and effective the _ day of _ , 2021, by and between Swamp Donkey Bait and Tackle, LLC (hereinafter referred to as contractor) and the City of De Pere, a body corporate (hereinafter referred to as City).

Administrators

Contractor employee responsible for Administration of this proposal will be Robert Korth, whose principal business address is 879 Woodstock Lane, Pulaski, WI 54162.

The City's employee responsible for Administration of the proposal will be Marty Kosobucki or designee, whose principal address is 925 S. Sixth St., De Pere, WI 54115.

II. Introduction

Contractor has been in business since March of 2011. Contractor has operated as a seasonal bait and tackle provider at 1081 N. Broadway, De Pere, WI 54115. Contractor provides live bait and tackle from ice out through the first part of April on an annual basis. The business is reliant on the weather and fish migration.

III. Summary

This contractor acquired a live bait vending machine in 2019 to supplement services outside of normal operation. Contractor has watched the development of the Voyageur Park area with respect to the viewing/fishing docks, walking/biking trail, and increase in shore fishermen. Contractor would like to provide live bait and tackle services through a vending machine service at Voyageur Park during the spring, summer, and fall seasons. See Attachment 1 for a picture of the machine.

IV. Compensation

Current electrical rates are at .13 per KWh. The machine specs are 7amps @115 volts (805watts). Weather dependent, the machine will run from 12% to 20% during spring,

summer, and fall seasons. With an average run time of 2-4 hours daily, the average operating costs are \$8.00 to \$15.00 monthly. In addition to contractor's solicitor permits with the City. Contractor agrees to pay \$15.00 monthly or pay in full upfront for the calendar months of March thru October.

V. Insurance

Please see Attachment 2 for current insurance policy.

VI. Indemnification

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

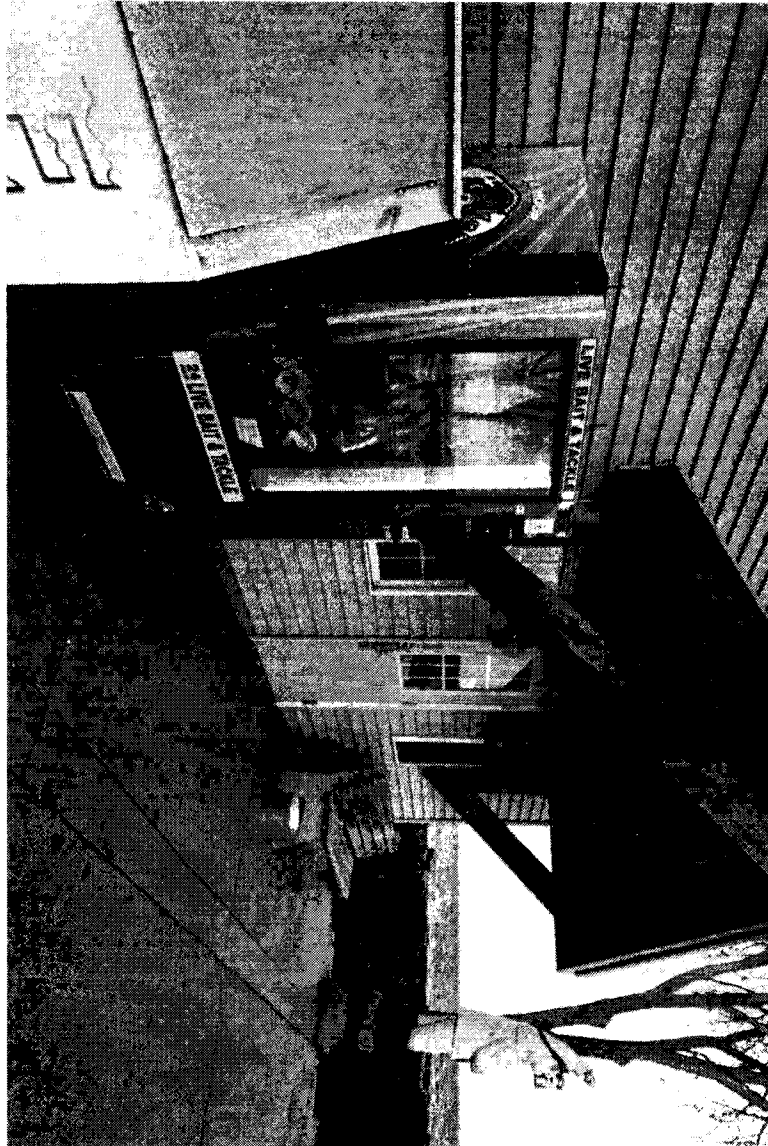
VII. Personal Liability of Public Officials

In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents, and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VIII. Guarantee of Equipment and Operation.

The Contractor agrees to always maintain and keep the machine operational. In the event of any machine malfunction, the Contractor will solely be responsible of maintenance, costs, or other repairs.

<u>Rob Korth</u>	<u>Dated:</u>	<u>Marty Kosobucki</u>	<u>Dated:</u>
<u>Swamp Donkey Bait and Tackle, LLC</u>		<u>City of De Pere-Director of Parks</u>	





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2021

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

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

PRODUCER Bayland Insurance 1060 Hansen Rd Green Bay WI 54304	CONTACT NAME: Debra Enigl PHONE (A/C, No, Ext): (920) 393-1843 FAX (A/C, No): E-MAIL ADDRESS: denigl@baylandinsurance.com <table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Acuity Heritage Insurance</td> <td>14184</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Acuity Heritage Insurance	14184	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Acuity Heritage Insurance	14184														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Swamp Donkey Bait & Tackle LLC 879 Woodstock Ln Pulaski WI 54162															

COVERAGES **CERTIFICATE NUMBER:** CL212103875 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ZF2809	03/16/2020	03/16/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N ☐ N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

City of DePere 925 South Sixth Street DePere WI 54115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Request for Proposals

for

Bait and Tackle Vending Services at Voyageur Park



Issued: January 27, 2021

Proposals Due By: February 11, 2021

A. Project Background

The City of De Pere is seeking proposals to provide vending services for bait and tackle in Voyageur Park. These services would be provided by a vending machine at a designated area within the park.

B. City Responsibility

The City of De Pere is responsible for indicating the location of the vending machine and providing power to the machine. This identified location is shown in the photo below:

**C. Vendor Responsibility**

The approved vendor is responsible for providing the machine, its maintenance, general operation, and stocking of the machine.

D. Insurance Requirements

Successful vendor shall be required to meet City insurance requirements and provide proof of insurance.

To hold a valid permit, the vendor must have in force adequate liability insurance and must agree to indemnify, defend, and hold the city, its employees and agents harmless against all claims, liability, loss, damage, or expense incurred by the city as the result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the license is granted. As evidence of liability insurance, the applicant shall furnish a certificate of

insurance, on a form acceptable to the city, evidencing the existence of commercial general liability insurance (including contractual liability) naming the City of De Pere, its employees and agents as additional insureds, together with the appropriate endorsement therefore, with minimum limits of \$1,000,000.00 in the aggregate. The certificate of insurance shall provide 30 days' written notice to the city upon cancellation, or nonrenewal or material change in the policy. If food is to be vended, such insurance shall also include products liability insurance and comply with all requirements above.

E. Vendor Permit

Successful bidder shall be issued a vendor permit that shall be valid on a monthly basis.

F. Proposal Requirements

All proposals must include the following information

1. Company Name and Address
2. Contact Name and Phone Number
3. E-mail address
4. Number of years company has been in business
5. Proposed monthly compensation to City of De Pere
6. Three business references

Proposals can be submitted either by paper copy or via email to Marty Kosobucki, Director of Parks, Recreation and Forestry and should be clearly marked indicating: **Bait and Tackle Vending Services at Voyageur Park**. Proposals must be submitted to our office by **February 11, 2021 at 12:00 pm**, at the following location:

City of De Pere Municipal Service Center
C/O: Marty Kosobucki
925 S. Sixth St.
De Pere, WI 54115

E-mail: mkosobucki@deperewi.gov

For questions concerning this request for proposal, please contact 920-339-4065 or e-mail Marty Kosobucki at mkosobucki@deperewi.gov.

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

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those _____ services described in the City's Request for Proposals, _____, dated _____, attached and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

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

III. INSURANCE

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

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

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

- (1) All Owned Autos
- (2) All Hired Autos

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

(B) Limits of Liability:

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

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

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.
2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that

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

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

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

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Name of Business
Attention:
Address:

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

Name of Contractor

By:

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

City Attorney

J:\Law\Agreements\Contractor Agreement Template12-8-20.docx



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action regarding the VFW Veteran's Memorial.*

ATTACHMENTS:

- Memo VFW Memorial (DOCX)
- Appleton.Quote (PDF)
- Schneider.Quote (PDF)
- Mathewson.DePere Proposal 2.2.21 (DOCX)
- Mathewson.Depere Quote (DOCX)
- Mathewson.Depere Rendering (PDF)
- Fox Cities.City of De Pere-Parks _ Rec-Estimate 5404 (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki – Director of Parks, Recreation and Forestry
 Date: February 18, 2021

RE: **VFW Memorial**

We reached out to a number of companies with regard to the monument proposed for VFW. We have received proposals from four different companies regarding the monument, however there is a fair amount of variation due to the type of available materials and the challenges in constructing the folded flag as referenced.

Company	Cost	Monument Base	Flag	Notes
Appleton	\$6,950	26"x22"x44" Light Blue Elberton Granite	No flag	16"x8" Bronze Plaque on front Does not clarify make up of emblems and wording on back
Mathewson	\$14,455	28"x22"x46" Granite Podium	Bronze Flag instead of colored flag	8" Bronze emblems of services Bronze Plaque on back of podium Front side engraved lettering
Schneider	\$11,900	30"x30"x36"	Constructed of Bahama Blue	Lettering on front, and sides for service

		Barre Gray Granite	Granite	branches Bronze plaque on back
Fox Cities Sign Option 1	\$13,694	26"x22"x44" Granite	EPS Foam core with hard coat 7 year warranty	Bronze Seals for nine service branches Bronze Plaque Installation not included
Fox Cities Sign Option 2	\$7,559	26"x22"x44" HDU Foam with hard shell and stucco finish	EPS Foam core with hard coat	Bronze Seals for service branches Bronze Plaque

Staff Analysis:

While researching this project we found it to be challenging to find someone to produce the flag we envisioned. However after going through the process, we do feel the bronze flag has a very mystic and professional look to it. In addition, we would recommend going with bronze seals versus a vinyl emblem or etched. The seals will lose their detail if we go with etched, and anything vinyl will surely fade over time. We reviewed the option from Fox Cities using HDU Foam and while we can't say it would not work out, we do not have enough experience with the product to feel comfortable it will last.

Considering the responses, the challenges with constructing the flag, and the clarity of the proposals we would recommend pursuing the proposal with Mathewson. If agreed, staff would work with Mathewson to finalize the proposal and bring back to the Park Board at their March meeting. We would also then discuss cost and funding of the memorial at that time.

Appleton Marble & Granite Works



DESIGNERS AND BUILDERS OF
Monuments - Markers - Mausoleums

1708 E. WISCONSIN AVE.
APPLETON, WI 54911
PHONE (920) 733-2938
FAX (920) 733-8083

1-21-21

DEDICATION MEMORIAL

mkasobucki@deperewi.gov

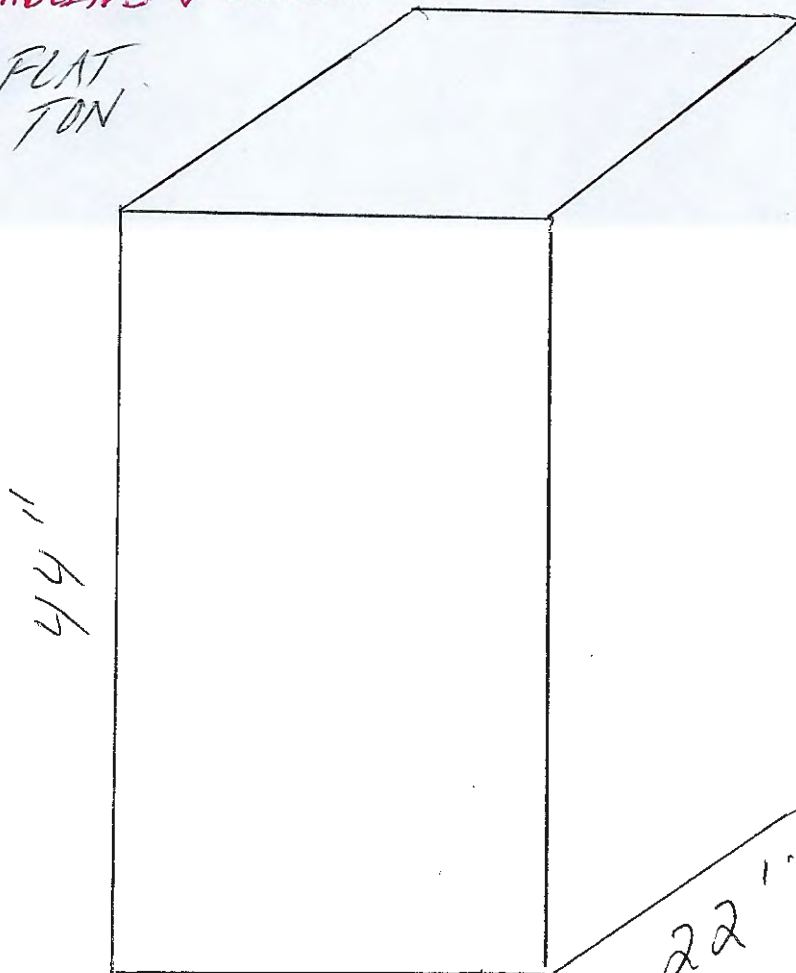
PLEASE QUOTE IN LIGHT BLUE ELBERTON GRANITE

26" x 22" x 44"

(OR) (A) ALL POLISHED \$5,850
(B) ALL STEELED \$5,725

PRICES INCLUDE SANDBLAST 16" x 8" BRONZE PLAQUE \$815.00
EMBLEMS + WORDING
ON FRONT. FLAT
TON

(OR)
INFORMATION
ENGRAVED
\$350.00



DELIVER &
SET ON
YOUR
INSTALLED
FOUNDATION
\$250.00

26"

22"

44"

Tony



Date 2/10/2021

Proposal

City of Depere
C/O Marty Kosobucki

Description	Total
Barre Grey - Steeled - 4-Sided Monument with flag on top made of Bahama Blue granite with white raised stars - made to appear as a folded flag. Monument - 30x36 Flag - 30x04 Bronze with original wording from VFW Park marker	10,700.00
	1,200.00
Total Cost	\$11,900.00

Included:

- * Lettering of any amount on each of the 4 sides
- * Setting of monument and securing to cement foundation supplied by City of Depere
- * Secure flag to monument

Note on Monument: Barre Grey is the harder "Grey" granite, which if used, will limit the amount of moss that will grow on the monument compared to Elberton Grey Granite. Granite is priced based on weight. Barre grey weighs more than Elberton Granite because it is denser and therefore, does not absorb moisture like the Elberton Granite. Barre Grey is still quarried in the United States.

Note for Flag: This will be one piece of granite instead of the tiles that were shown in the picture supplied. This will help ensure there is not issues with tile pieces "falling" off in the future allowing this monument to be structurally sound.

Thank You!

For questions, contact Kristy at (715) 526-2613.

Terms: Proposal is good for 60 days from February 11, 2021.

Mathewson Monuments
750 Industrial Loop Rd
New London, WI 54961
920-982-6465

2/2/21

Proposal for the City of DePere VFW Memorial

Granite Podium 28" w x 46" t x 22" d All polished except recessed area for lettering	\$6,412.00
Bronze Folded Flag 22" x 16" x 3" to be attached to top of podium	\$3,852.00
9-8" Bronze Military Emblems installed on either side of podium	\$2,837.00
Bronze Plaque 22" x 14" attached to back of podium	\$1,354.00

Complete project cost installed on customers concrete foundation and location
\$14,455.00

Please see additional renderings for this project.

Thanks,
Greg Mathewson

Mathewson Monuments
750 Industrial Loop Rd
New London, WI 54961
920-982-6465



22" X 16" x 3" bronze folded flag on top of podium (similar to this one pictured) **\$3,852.00**



9- 8" Bronze Military Emblems installed on either side of granite piece **\$2,837.00** installed

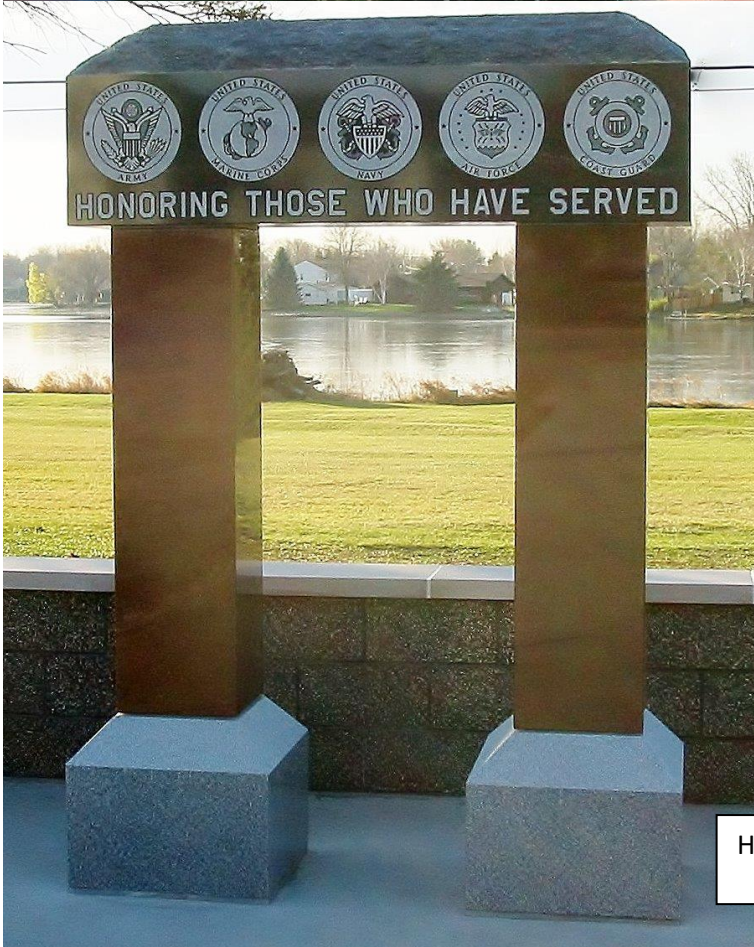
V. F. W. PARK
DEDICATED TO VETERANS
OF OUR ARMED FORCES
NOV. 11, 1962

22" X 14" Bronze Plaque on front of granite
\$1,354.00

These are a few Veteran's Memorials we have completed in ours and local communities



New London Veterans Park



Hortonville Veterans Park

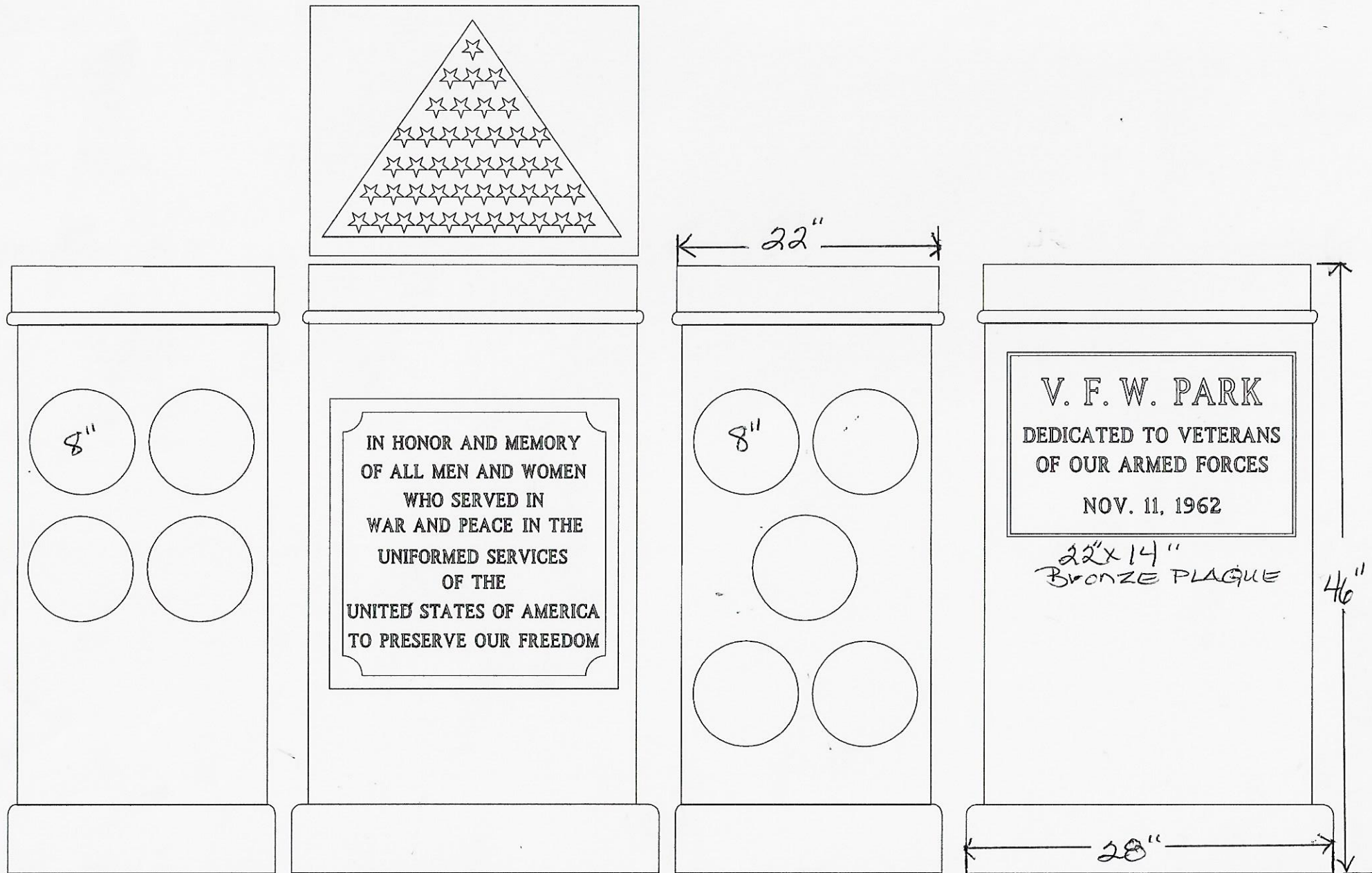


Ogdensburg Veterans Memorial



Manawa Freedom Park

Top with folded flag
(BRONZE)



SIDE
W/ 8" MILITARY
EMBLEMS

FRONT
W/ LETTERING
ADDED TO PANEL

SIDE
W/ 8" MILITARY
EMBLEMS

BACK
W/ BRONZE PLAQUE

**Fox Cities Sign LLC**

1125 W Tuckaway Lane Suite D
Menasha, WI 54952
Ph: (920) 378-3515
FAX: (920) 228-8993
Email: sales@foxcitiessign.com
Web: www.foxcitiessign.com

Estimate # 1.6.g

Page 1 of 2

Created Date:	2/11/2021 11:05:00AM	Prepared For:	City of De Pere-Parks & Rec
Salesperson:	Kristina Coppo	Contact:	Marty Kosobucki
Email:	kristina@foxcitiessign.com	Office Phone:	(920) 339-8358
Office Phone:	(920) 378-3515	Email:	mkosobucki@deperewi.gov
Office Fax:	(920) 228-8993	Address:	925 S. Sixth Street
Entered by:	Sara Greil		De Pere, WI 54115

Description: VFW Aquatic Center-Armed Services pillar

	Quantity	Unit Price	Subtotal
1			

Product: Custom Sign

1

\$10,794.00

\$10,794.00

Description: 5384.1 Granite Pillar Monument

Produce and install 26" x 22" x 44"h Four Sided Granite Monument with Sandblasted Emblems, & "In Honor and Memory" wording.

Includes 8" x 16" x 1/4" Bronze Plaque with raised copy - brushed with single line border and satin clear coating.

*Small details may be lost in the emblems due to small size.

Produce 4"h Faux Flag (EPS Foam Core w/ Hard Coat)

Includes 7 Year Product Warranty on Flag

Sign/monument mounted onto foundation (by others)

*For Polymetal emblems with full color vinyl applied add \$180.00

*For Polymetal emblems with 7125 satin gold/black vinyl applied add \$220.00

* For Bronze Seals add \$2,900.00

• Standard Install

	Quantity	Unit Price	Subtotal
--	----------	------------	----------

2**Product:** Custom Sign

1

\$4,839.00

\$4,839.00

Description: 5384.2 HDU Monument

Produce 26" x 22" x 44"h Four Sided HDU Foam Sign w/ hardcoat with synthetic stucco finish with raised "In Honor and Memory" wording. Emblems to be full-color digitally printed polymetal inlays.

Includes 7 Year Product Warranty on HDU

Includes 8" x 16" x 1/4" Bronze Plaque with raised copy - brushed with single line border and satin clear coating.

Produce 4"h Faux Flag (EPS Foam Core w/ Hard Coat)

Includes 7 Year Product Warranty on Flag

Sign/monument mounted onto foundation (by others)

*For Polymetal emblems with 7125 satin gold/black vinyl applied add \$40.00

* For Bronze Seals add \$2,720.00

• Standard Install

**Fox Cities Sign LLC**

1125 W Tuckaway Lane Suite D
Menasha, WI 54952
Ph: (920) 378-3515
FAX: (920) 228-8993
Email: sales@foxcitiessign.com
Web: www.foxcitiessign.com

Estimate # **1.6.g**

Page 2 of 2

Notes

PRICE VALID FOR 30 DAYS. CUSTOMER IS RESPONSIBLE FOR SIGN PERMIT OR MAY CONTRACT FOX CITIES SIGN, LLC A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES SIGN TO OBTAIN PERMIT FOR \$100 FEE PLUS COST OF PERMIT AND ANY ADDITIONAL FEES REQUIRED FROM MUNICIPALITY. CLIENT IS RESPONSIBLE FOR ABIDING BY MUNICIPAL CITY, STATE & DOT REGULATIONS. FOX CITIES SIGN, LLC A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES IS NOT RESPONSIBLE FOR RUNNING ELECTRICAL TO SIGN, ENGINEERING OR INSPECTIONS.

OUR TERMS ARE 75% DOWN WITH BALANCE DUE UPON INSTALLATION/COMPLETION. PRODUCTION WILL BEGIN UPON RECEIVING THE FOLLOWING: SIGNED CONTRACT & RENDERINGS, DOWN-PAYMENT, PERMIT APPROVAL. ESTIMATED COMPLETION DATE WILL BE PROVIDED APPROXIMATELY ONE WEEK AFTER RECEIVING THESE ITEMS. 3.5% CHARGE TO BE ADDED FOR ALL CREDIT CARD PURCHASES.

*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***

THERE MAY BE ADDITIONAL CHARGES DUE TO ABNORMAL SOIL CONDITIONS, READINESS OF THE SITE UPON OUR ARRIVAL, ACCESS ISSUES, RUSH FEES, AND ADDITIONAL REPAIRS. IF THE BUILDING OR OTHER EXISTING STRUCTURE IN WHICH SIGN WILL BE ATTACHED IS FOUND TO BE NOT SUPPORTIVE OR STRUCTURALLY SOUND, THERE MAY BE ADDITIONAL LABOR/MATERIAL CHARGES. QUOTE IS VALID FOR MILD TEMPERATURE INSTALLATION. IF PAINTING, VINYL OR FLEX FACE INSTALLATION IS REQUIRED DURING TEMPERATURES BELOW 50 DEG, THERE MAY BE ADDITIONAL COSTS OR DELAYS INVOLVED.

Payment Terms:**Client Reply Request**☐ Estimate Accepted "As Is". Please proceed with Order.☐ Other: _____☐ Changes required, please contact me.

SIGN: _____ Date: ____ / ____ / ____

Print Date: 2/11/2021 11:06:11AM

We'll Keep an Eye on your Sign!**Packet Pg. 45**



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Consider Extending the Plowing of the Fox River Trail from Heritage Road South to Rockland Rd.*

ATTACHMENTS:

- Memo Extend Plowing of the Fox River Trail (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki, Director of Parks, Recreation and Forestry
Date: February 18, 2021

RE: **Extending the Plowing of the Fox River Trail from Heritage Road South to Rockland Road**

We have received a request from Alderperson Hansen to extend the plowing of the Fox River Trail south of Heritage Road to Rockland Road or Old Martin Road.

Currently, the City of De Pere partners with Brown County Parks Department to cooperatively fund the cost to remove snow from the Fox River Trail. The City budgets just under \$5,000 to support the cost of clearing snow on the Fox River Trail. The trail is cleared from the northerly border along Allouez to Heritage Road (2.61 miles).

The Fox River Trail is owned by the State of Wisconsin, however is managed by the Brown County Parks Department. The Brown County Parks Department receives funding from trail passes to support the operations of the trail.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action on Proposed Opening Plans for our Outdoor Pools.

ATTACHMENTS:

- Memo Pool Opening Plans (DOCX)
- 2021 De Pere Pools 3 Options for Opening Final Park Board (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki, Director of Parks, Recreation and Forestry
Date: February 18, 2021

RE: **Proposed Opening Plans for the Outdoor Pools**

As we start to enter the spring of 2021, we were cautiously optimistic the vaccine rollout would have had a positive impact on normalcy for the summer of 2021. In talking with our Health Department and monitoring the issue on a regional and nationwide basis that does not seem to be the case. It appears the vaccine roll out is taking longer than hoped, and we are trending in a direction that will not see the area and country open back up by this spring or possibly summer.

Understanding it will be highly unlikely the area and/or country will go back to normal by June 2021, we have started to develop opening plans for several scenarios. We would like the Park Board to review and approve the scenarios, in which we would ultimately select a starting scenario once the City Council has made a determination in how they will approach limitations/restrictions. We have not proposed any scenario that would see us open our pools with no restrictions and/or at 100% capacity.

I have provided a very brief summary of the scenario's below:

Option 1 - This would occur if nothing changes with the restrictions/guidelines from the City of De Pere. This would include the prohibiting of gatherings larger than 50 people at one facility.

Option 2 - This would occur if the City of De Pere starts to relax its restrictions due to COVID trending in the right direction. This option would allow for us to admit up to 25% capacity in our pool facilities.

Option 3 - This would occur if the City of De Pere makes a major move in relaxing its restrictions/guidelines. This option would allow for us to admit up to 50% capacity in our pool facilities.

We are not asking the Park Board to approve a plan as the plan we end up with, will be dictated by how the City Council revises its restrictions. The purpose of the agenda topic is two-fold. First it is to show you the different options we will be considering for opening. The second is to obtain input from the Park Board on elements within each of the opening plans.

Option 1 = 50 max

June 12 – August 22

Monday – Friday	
6:30 – 8:00 am	Legion Lap Swim (M/W)
6:30 – 8:00 am	VFW Lap Swim (T/TH)
9:30 – 10:00 am	Semi/Private Swim Lessons
10:05 – 10:35 am	Semi/Private Swim Lessons
10:40 – 11:10 am	Semi/Private Swim Lessons
11:30 – 12:15 pm	Lap Swim Camp Kids Swim (TH, 11:15am – 12:15pm) Water Aerobics (M-W)*
12:30 – 2:30 pm	Open Swim
2:45 – 4:45 pm	Open Swim
5:15 – 5:45 pm	Lap Swim & Semi/Private Swim Lessons
6:00 – 8:30 pm	Open Swim
8:45 – 10:45 pm	Rentals**
Saturday & Sunday	
8:00 am – 12:00 pm	Rentals**
1:00 – 3:30 pm	Open Swim
3:45 – 6:15 pm	Open Swim
6:30 – 10:30 pm	Rentals**
* Water Aerobics at Legion Only	
** By Contract Only	

Patron Capacity

VFW = 35

*Limited Attractions

Legion = 40

Rolling attendance kept

No season passes issued

Punch cards available for purchase

Open/Lap Swim

First Come; First Serve Basis

Concessions

Open with limited menu of
pre-packaged items

Pool Rentals

Must book with contract through
Community Center

VFW - Run-Out Slides, Drop Slide & Climbing Wall would alternate being open.

Daily Session Admission	Resident	Non-Resident	Punch Card (10 punches + 1 free visit)
Legion	\$3.00	\$6.00	\$30 Res / \$60 Non-Res
VFW	\$4.00	\$7.00	\$40 Res / \$70 Non-Res

Swim Lessons

- Semi-Private & Private Swim Lessons only

Summer Camp

- Each side one day per week at each pool 11:15 am – 12:15 pm; no lap swim
- West: 40 kids plus 4 staff (this is a max); Split into 2 groups if over 30 kids (T/TH)
- East: 36 kids plus 4 staff (this is a max) (TH)

Option 2 – 25% of Patron Load

June 12 – August 22

Monday – Friday	
6:30 – 8:00 am	Legion Lap Swim (M/W)
6:30 – 8:00 am	VFW Lap Swim (T/TH)
9:30 – 10:00 am	Semi/Private Swim Lessons
10:05 – 10:35 am	Semi/Private Swim Lessons
10:40 – 11:10 am	Semi/Private Swim Lessons
11:15 – 12:15 pm	Lap Swim Camp Kids Swim (TH, 11:15am – 12:15pm) Water Aerobics (M-W)*
12:30 – 2:30 pm	Open Swim
2:45 – 4:45 pm	Open Swim
5:15 – 5:45 pm	Lap Swim & Semi/Private Swim Lessons
6:00 – 8:30 pm	Open Swim
8:45 – 10:45 pm	Rentals**
Saturday & Sunday	
8:00 am – 12:00 pm	Rentals**
1:00 – 3:30 pm	Open Swim
3:45 – 6:15 pm	Open Swim
6:30 – 10:30 pm	Rentals**
* Water Aerobics at Legion Only	
** By Contract Only	

Patron Capacity

VFW 25% of 285 = 71

Legion 25% of 430 = 107

Rolling attendance kept

No season passes issued

Punch cards available for purchase

Open/Lap Swim

First Come; First Serve Basis

Concessions

Open with limited menu of
pre-packaged items

Pool Rentals

Must book with contract through
Community Center

VFW - Drop Slide & Climbing Wall would alternate being open.

Daily Session Admission	Resident	Non-Resident	Punch Card (10 punches + 1 free visit)
Legion	\$3.00	\$6.00	\$30 Res / \$60 Non-Res
VFW	\$4.00	\$7.00	\$40 Res / \$70 Non-Res

Swim Lessons

- Semi-Private & Private Swim Lessons only

Summer Camp

- Each side one day per week at each pool from 11:15 am – 12:15 pm; no lap swim
- West: 40 kids plus 4 staff (this is a max) (TH)
- East: 36 kids plus 4 staff (this is a max) (TH)

Option 3 – 50% of Patron Load

June 12 – August 22

Monday – Friday	
6:30 – 8:00 am	Legion Lap Swim (M/W)
6:30 – 8:00 am	VFW Lap Swim (T/TH)
9:30 – 10:00 am	Swim Lessons
10:05 – 10:35 am	Swim Lessons
10:40 – 11:10 am	Swim Lessons
11:15 – 12:00 pm	Lap Swim & Water Aerobics*
1:00 – 4:30 pm	Open Swim
4:40 – 5:40 pm	Family Swim T/VFW Family Swim TH/Legion
5:15 – 5:45 pm	Swim Lessons
6:00 – 8:30 pm	Open Swim
8:45 – 10:45 pm	Rentals**
Saturday & Sunday	
8:00 am – 12:00 pm	Rentals**
1:00 – 6:00 pm	Open Swim
6:15 – 10:30 pm	Rentals**
*Water Aerobics at Legion Only	
** By Contract Only	

Patron Capacity

VFW 50% of 285 = 142

Legion 50% of 430 = 215

Rolling attendance kept

Season passes available & regular daily admission fees charged

Open/Lap Swim

First Come; First Serve Basis

Concessions

Open with limited menu of pre-packaged items

Pool Rentals

Must book with contract through Community Center

VFW - All attractions open.

Fee Structure

- Season passes and daily admission fees charged as adopted for residents & non-residents

Swim Lessons

- Offer traditional lesson format
 - o Legion - 5 classes per session; min. & max = 5
 - o VFW - 6-7 classes per session; min = 5, max = 6 (1A/1B classes), 7 - all other classes
- Semi Private/Private Lessons also offered

Summer Camp

- Each side one day per week at each pool for max 1 ½ hours during open swim times
- West: 40 kids plus 4 staff (this is a max)
- East: 36 kids plus 4 staff (this is a max)

Transitioning from Option 1 to Option 2 is relatively seamless.

Transitioning Option 3 will pose challenges and we will not know our ability to transition to Option 3 until the City says it is ok to do so.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Determine Direction of Multi-Use Facility at Voyageur.

The Board of Park Commissioners approved the conceptual design provided by Somerville at our December meeting. Although the Park Board had quorum at our January meeting, the board did not feel comfortable making a decision on the topic due to the low attendance.

The Park Board needs to discuss the next step(s) in approaching the multi-use facility proposed at Voyageur Park. While the facility was designed to the Park Board's vision, the cost of the facility will definitely generate some challenges. With this in mind, I have put together a document that has a list of questions you might have (along with answers), and a list of questions that will help guide us in our next step.

ATTACHMENTS:

- Voyageur.Questions (DOCX)
- 7524_Final Boards - 120720 (PDF)

Voyageur Multi-Purpose Facility Discussion

I think it's a fair assumption to summarize the facility designed by Somerville is exactly what the Park Board was visualizing. It's a very attractive and functional facility that would be very popular and utilized within our community. I believe its also fair to assume that the cost opinion Somerville provided is substantially higher than we were anticipating. So in an effort to move forward and establish a direction, I have put together a list of questions the Park Board can walk through. I provided some answers to questions I am anticipating you may have below.

1. Can the facility be built in phases?
 - a. Yes, we spoke with Somerville and the facility can be built in phases. The first phase would be the restroom and second phase would be the multi-purpose room and patio.
 - b. Keep in mind, if you build something in phases it ultimately costs more.
2. What funding do we currently have for the multi-use facility?
 - a. The only funding we currently have is what was originally intended for replacing the restroom building. After deducting the Somerville expense, we currently have \$162,500 allocated toward this project.
 - b. While not official yet, the City Council is planning to reallocate the Stadium Tax money for the Band Shell and Splash Pad to a different project. I would not anticipate this money to be available for this project.
3. Could fundraising be an option for the facility?
 - a. Yes, however based on the type of facility it would need to be all private donations. It is not likely, that we would get any state funded grants for this project.
 - b. The City would need to formally create a committee to perform such a venture.
4. Can we go back and revise the facility to make it smaller?
 - a. Yes. However, we would need to request funds from City Council to have Somerville work on revisions and downsizing as Somerville have completed their contract with us.
5. How quickly do we need to make a decision?
 - a. I am not sure there is a perfect answer to this question, however I believe we all need to keep in mind the current restroom building is not in good condition.

General questions to help determine direction:

- Does the Park Board want to construct the proposed facility regardless of cost?
 - o If so, we will need to discuss at another meeting the process/plan for fundraising and then ask for Council approval.
- Does the Park Board want to downsize the facility to obtain a more manageable budget projection?
 - o If so, the Park Board will need to discuss at another meeting the following;
 - Estimate for Somerville to do revisions and obtain approval from Council.
 - What should be the budget for the project?
- Does the Park Board want to scrap the idea of the multi-use facility and move forward with constructing restrooms only?
 - o If so, the Park Board will need to discuss at another meeting the variables we want to see in a restroom facility and its location.



12/7/2020

CITY OF DE PERE
Multi-Use Building
DE PERE, WISCONSIN

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design mattersSM





12/7/2020

CITY OF DE PERE
Multi-Use Building
DE PERE, WISCONSIN

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design mattersSM



PROPOSED PROJECT LOCATION



12/7/2020

CITY OF DE PERE
Multi-Use Building
DE PERE, WISCONSIN

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design mattersSM





City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Discussion on Security and Safety within our Park System.

ATTACHMENTS:

- Memo Security and Safety in Parks (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
 From: Marty Kosobucki, Director of Parks, Recreation and Forestry
 Date: February 18, 2021

RE: **Security and Safety within our Park System**

Alderperson Chandick-Kundinger requested a topic to discuss the security and safety within our park system and what can be done to address concerns.

Unfortunately, vandalism is a common occurrence within our park system. Issues such as graffiti, tipped over garbage barrels, broken hinges, damaged doors to shelters, broken lights and/or windows, fires, tree damage, tipped over port o lets, or general damage to park buildings are things we see sometimes on a daily to weekly basis. More often times than not, these items go unnoticed to the public because our staff does a good job of cleaning/fixing the issue in a timely manner. Although there are times when vandalism or issues go to another level and can cause significant and costly damages (ie. fire in Jim Martin Restroom, fire in Bomier Restroom, damage of bollards at Riverwalk, etc...).

The request was brought up for a couple of reasons. The first is for staff to relay what we have been able to, or have tried to derail vandalism or park related issues. The second part of this agenda topic is for the Park Board to have a discussion on what direction and or ideas to try in the future.

Staff can provide additional insight at our meeting, however here is a snap shot of our history in trying to deal with vandalism:

- Work cooperatively with Police Department on repetitive issues.
- Work cooperatively with Police Department on graffiti and/or tags.
- Purchased game cameras to periodically use for on-going issues.
- Have money in our 2020 Budget to acquire surveillance system. The system(s) were not purchased because the cost has skyrocketed, and we decided to wait until the City implemented some of their surveillance systems to try and piggy back off their project.
- Working with Police Department right now to have Community Service Officer attempt to provide a greater presence in the parks.
- Proposed a Park Patrol Program to monitor our park system during the evening hours. Program did not make it in the budget.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: John McDonald

SUBJECT: Discussion on Extension of Flag Football Program

ATTACHMENTS:

- 2021 Memo for Extension of Flag Football Program Season (PDF)

CITY OF DE PERE MEMO



To: Board of Parks Commissioners

From: John McDonald – Recreation Supervisor

Date: February 8, 2021

RE: **Extension of Flag Football Program Season Evaluation**

Staff has researched and evaluated the request to look into extending the Flag Football Season. To preface, our program is an 8-week program typically starting the second week in September and ending the last week of October.

Weather

The main concern going into November is that the weather can be very unpredictable. In fact, our department has often been criticized and/or received the brunt of angry parents for playing in less than ideal conditions. We also are concerned about the safety of our participants as the weather starts to get cold and the ground starts to freeze.

Field Conditions

Preservation of our fields is also a consideration. The average condition of our fields in November is not conducive for playing (i.e. some frost can be in the ground making it difficult to play on). In addition, if the fields are too wet, the crews cannot get the line sprayer out to paint lines.

Participation

Already in the early weeks of October, participation on teams starts to dwindle. This is due to area school/youth basketball programs starting to ramp up with practices and even games on the weekends. Another reason is being gone for other obligations such as hunting, vacations, attending college football games, etc. Our fear with extending the season into November is that teams would have 2-3 kids showing up. This makes it tricky in trying to make even teams or even field a team at all. Having kids switch sides happens in the regular season at times. Questions that need to be asked are: What happens when both teams are shorted? It isn't really fun to participate anymore? Is it a worthwhile for everyone involved?

Solutions

Next season, we can look at offering an all-day tournament of some sort for those that want to play past the season. Possibly make it a separate program if given that direction.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Discussion on Park Projects, Lack of Funding, and Options to Address.

ATTACHMENTS:

- Memo Park Projects and Lack of Funding (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki, Director of Parks, Recreation and Forestry
Date: February 18, 2021

RE: Park Projects – Lack of Funding and Options to Address

This topic was placed on the agenda out of request from one of our Park Board Members. There is a constant struggle to get funding for park related projects. This constant struggle has led to a backlog of projects that remain shelved. The request is for the Park Board to consider and/or come up with ideas on how we could generate additional revenue to support the projects.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Staff Update on 2020 Recreation Scholarship Fund

ATTACHMENTS:

- Memo Rec Scholarship (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Paula Rahn – Recreation Superintendent
Date: February 18, 2021

RE: **Recreation Scholarship Recap**

The Covid-19 pandemic definitely had an impact on the number of scholarships awarded this past year with many leagues and programs being canceled along with season passes not issued for Legion Pool. For 2020, only 4 scholarships were awarded for (1 Baseball, 2 Flag Football, 1 Dance). Soccer initially awarded 6 scholarships but were refunded due to their season being canceled. In the 2 years prior, our department has been issuing an average of over 60 scholarships with the majority being pool passes.

# of Scholarships	4 (4 different families for youth activities)
Amount Awarded	\$216
Amount Donated	\$2,982.20

Remaining Balance in Scholarship Account: \$28,775.89



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: February 18, 2021

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action on Request from Immel Construction for Cost Reimbursement.*

We would recommend that the Park Board go into closed session to discuss this issue with Assistant City Attorney Kristen Johnson.

ATTACHMENTS:

- Request from Immel (MSG)
- De Pere Executed WPS install agreement (PDF)
- WPS Sketch and permits (PDF)

Grace Lahtela

From: Max Rango <maxra@immelconstruction.com>
Sent: Tuesday, January 12, 2021 11:53 AM
To: Marty Kosobucki
Cc: Alex Santos
Subject: VFW Park Board agenda item

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Marty,

VFW Aquatic Center Permanent Utilities Cost Reimbursement

Immel Construction is requesting a reimbursement CO in the amount of \$4,237.68. This is half of the total invoice from WPS for designing and installing the new permanent gas and electric services supplying the VFW Aquatic Center and Park facilities. At the time of bidding, WPS did not have enough information to start the design of the utilities, therefore, WPS would not provide a cost to install. WPS standard procedure is to have complete DSPS site approved plans, new service applications signed by awarded contractor and Property Owner (De Pere), and load requirements required for the property. Since Immel did not clearly clarify in the bid proposal that WPS would not provide the cost to install the utilities, we are proposing a split of the cost. This CO request is noted as a reimbursement because Immel paid the full amount to WPS, in good faith, so there would be no delay to the project as this cost requires Park Board review.

Thank you for your consideration in this matter,

Max Rango

Project Manager



Howard Immel, Inc.
 1820 Radisson Street
 Green Bay, WI 54302

O: (920) 406-0169
 C: (262) 930-6431
 F: (920) 468-7160



Employee Owned
www.immelconstruction.com

**Wisconsin Public Service
DISTRIBUTION FACILITIES INSTALLATION AGREEMENT**

1.14.b

District: 10

This contract is for the installation of Electric and Gas facilities entered into on September 23, 2020 (Contract Date) between CITY OF DEPERE PARKS (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : 730B GRANT ST in the CITY OF DE PERE, County of BROWN, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and/or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and/or MPSC.

Type of Electric Service:

	<u>-Electric-</u>	<u>-Gas-</u>
Standard System Facility Costs (Refundable)	\$5,427.20	\$0.00
Allowances	(\$5,427.20)	\$0.00
Special System Facilities Costs (Refundable)	\$0.00	\$0.00
Refundable Sub Total		
Special Facilities Costs Non Refundable:		
System	\$0.00	\$0.00
Service*	\$731.19	\$7,744.16
Temporary Service	\$0.00	
Non Refundable Sub Total	\$731.19	\$7,744.16
Electric and Gas Total:	\$731.19	\$7,744.16
Total Cost		<u>\$8,475.35</u>

*This agreement ☒ does ☐ does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Applicable refunds will be made to: ☐ Contracting Developer ☒ Property Owner ☐ Other _____

Special Provisions: This extension was installed under the Area Expansion Program (AEP). The AEP charge is based on the economics of the extension. The charge is subject to reduction if more customers are attached to this extension than the number used in the economic evaluation of this extension. Applicable AEP information for this extension is:

The AEP charge is _____ per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and/or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount
CITY OF DEPERE PARKS	730 GRANT ST	1 Elec @ 256 Kw = \$8,995.84

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: [Signature] Date: 10-7-20

Mailing Address: 730 GRANT ST DE PERE, WI 54115-1320

WPSC Signature: _____ Date: _____

Work Request/Revision: 3124864-1

Account# _____ Energized Date _____ CIS Order # 446766104

1. This Contract is not effective until signed by both Company and the Customer. If the Customer fails to return the Contract to Company within sixty days of the Company signature date or contract date, the Contract offer is null and void.
2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.
3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.
4. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.
5. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.
6. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.
7. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.
8. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.
9. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
10. The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.
11. In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.
12. In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.
13. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
14. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
15. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.
16. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.
17. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.

City of De Pere, Public Works Department

925 S. Sixth Street, De Pere WI 54115 P (920) 339-4061 F (920) 339-4071 PERMIT # _____

1.14.c

PERMIT APPLICATION					
Construct/Operate/Maintain Utilities within Municipal Right-of-Way					
Applicant/Company Information					
Owner Name: <u>Wisconsin Public Service</u>		Contact Person:			
Current Address: <u>2850 S Ashland Ave</u>		Emergency Phone: <u>800-450-7260</u>			
City, State, ZIP: <u>Green Bay, WI 54304</u>		Fax: <u>920-617-5080</u>		Email: <u>casey.gerondale@wisconsinpublicservice.com</u>	
Plans prepared by: <u>CASEY GERONDALE</u>		Phone: <u>920-617-5185</u>			
CONTRACTOR INFORMATION					
Contractor Name: <u>KS Energy Services</u>		Contact Person: <u>Brad Hau</u>			
Current Address: <u>5276 County Rd R</u>		Emergency Phone: <u>920-390-1095</u>			
City, State, ZIP: <u>Denmark, WI 54208</u>					
Phone: <u>920-863-6200</u>		Fax: <u>920-863-6233</u>		Email: <u>Brad@ksenergyservices.com</u>	
LOCATION INFORMATION					
Street Address/Location Description: <u>730 GRANT ST</u>					
PERMIT APPLICATION FEE PART (I)			WORK TO BE PERFORMED FEE PART (II)		
Open Cut Excavation Fee waived if need For open-cut caused by Public Health, Safety, or Welfare Emergency		☐ No Fee		** All fees waived for Emergency Excavations	
Small Utility project permit (less than 1000' of roadway)		☒ \$65.00		Excavation in Right of Way outside of Street area ☐ \$65.00	
Medium Utility project permit (1000' to 3000' of roadway)		☐ \$120.00		Boring within Street Right of Way – Servicing one property and sewer is located behind curb ☐ \$65.00	
Large Utility project permit (3000' to 5000' of roadway)		☐ \$185.00		Boring within Street Right of Way ☒ \$455.00	
Very Large Utility project Permit (5000' of roadway)		☐ Actual Cost		Road/Street open-cut Excavation with Street Pavement Area ☐ \$910.00	
Fee Calculation					
(I) Permit Application Fee		\$ <u>65</u> Utility Permit Fee waived if project is done in conjunction with			
(II) Work to be Performed		\$ <u>455</u> street construction project as long as utilities are constructed prior to			
TOTAL UTILITY PROJECT PERMIT FEE*		\$ <u>520.00</u> * curb and gutter and final paving.			
DESCRIPTION OF PROPOSED WORK					
Utility Type:		☒ Gas/Petroleum		☒ Electric	
☐ Private Line		☐ Transmission		☐ Distribution	
		☐ Communications		☐ Sanitary Sewer	
		☒ Service		☐ Facility Size/Capacity <u>2"</u> PE	
Orientation:		☐ Overhead		☒ Underground	
☐ Tunnel		☐ Other:		☐ Parallel to Road Centerline	
				☐ Municipal Road	
Work Type:		☒ New Construction		☐ Improve/Repair Existing	
☐ Abandon in Place		☐ Other: _____		☐ Maintenance	
				☐ Removal	
Construction Method:		☐ Trench/Open Cut		☐ Bore	
		☐ Plow		☐ Potholing	
				☐ Other: _____	
ALL OTHER INFORMATION					
Estimated Start Date: <u>10-5-2020</u>			Estimated Completion Date: <u>11-24-2020</u>		
SIGNATURES					
PERMIT VAILD UNTIL END OF CALENDAR YEAR. The applicant has received and agrees that the permitted work shall comply with all permit provisions and conditions of the Utility Accommodation Policy in effect at the time of this application, including assuming responsibility for all claims of damage or injury as provided therein, and with any special provisions listed below or attached hereto, and any all plans, details, or notes attached hereto and made a part thereof.					
Signature of Owner: <u>Casey Gerondale</u>		Date: <u>9-23-2020</u>			
Signature of Contractor: <u>Brad Hau</u>		Date: <u>9-23-2020</u>			
Signature of Municipal Representative: _____		Title: _____		Date: _____	
WR	RC	PROC 1	Project	Product	
3124864	010	2105	2180000100	100	

City of De Pere, Public Works Department
925 S. Sixth Street, De Pere WI 54115 P (920) 339-4061 F (920) 339-4071 PERMIT # _____

FIVE YEAR WARRANTY AGREEMENT	
(for Utility Permits)	
RECIPIENT'S INFORMATION	
SEND TO: City of De Pere Attn: Engineer Department 925 S. Sixth Street De Pere WI 54115 Phone #: 920-339-4061 Fax#: 920-339-4071	
OWNER'S INFORMATION	
FROM: Owner Name: Wisconsin Public Service Current Address: 2850 S Ashland Ave City, State, ZIP : Green Bay, WI 54304 Phone: 920-617-5218 casey.gerondale@wisconsinpublicservice.com Contact Person: CASEY GERONDALE Emergency Phone: 800-450-7260 Fax: 920-617-5080 E-mail:	
CONTRACTOR PERFORMING WORK	
Contractor Name: KS Energy Services Current Address: 5276 County Rd R City, State, ZIP: Denmark, WI 54208 Phone: 920-863-6200 Contact Person: Brad Hau Emergency Phone: 920-390-1095 Email: Brad@ksenergyservices.com Fax: 920-863-6233	
INFORMATION OF WHERE WORK WAS PERFORMED	
Street Address/Location Description: 730 GRANT ST Project Description (include depth, width, and length): 3' 3', 70'	
SIGNATURES	
As the authorized representative of the above-listed company, I hereby agree to accept the financial responsibility for the maintenance of the designated utility work associated with the project (utility work, roadway, sidewalk, curb) on or along the above-mentioned Municipal road, for the period of five (5) years, from the restoration/final acceptance date of the project completion certificate. Lawn restoration and landscaping shall be a one (1) year warranty. The warranty begins on the date of acceptance by the Municipality. In an emergency situation, or if the Municipality notifies you of a maintenance problem, and it is not resolved in a timely manner, the Municipality will perform the maintenance on the project and all costs would then be billed to the responsible party(ies).	
Signature of Authorized Representative: Casey Gerondale	Date: 9-23-2020
Printed Name: Casey Gerondale	Title: Designer
FOR OFFICE USE ONLY	
NOTIFICATION OF RECEIPT	
Signature of Municipal Representative:	Date Accepted:
Printed Name:	Title:

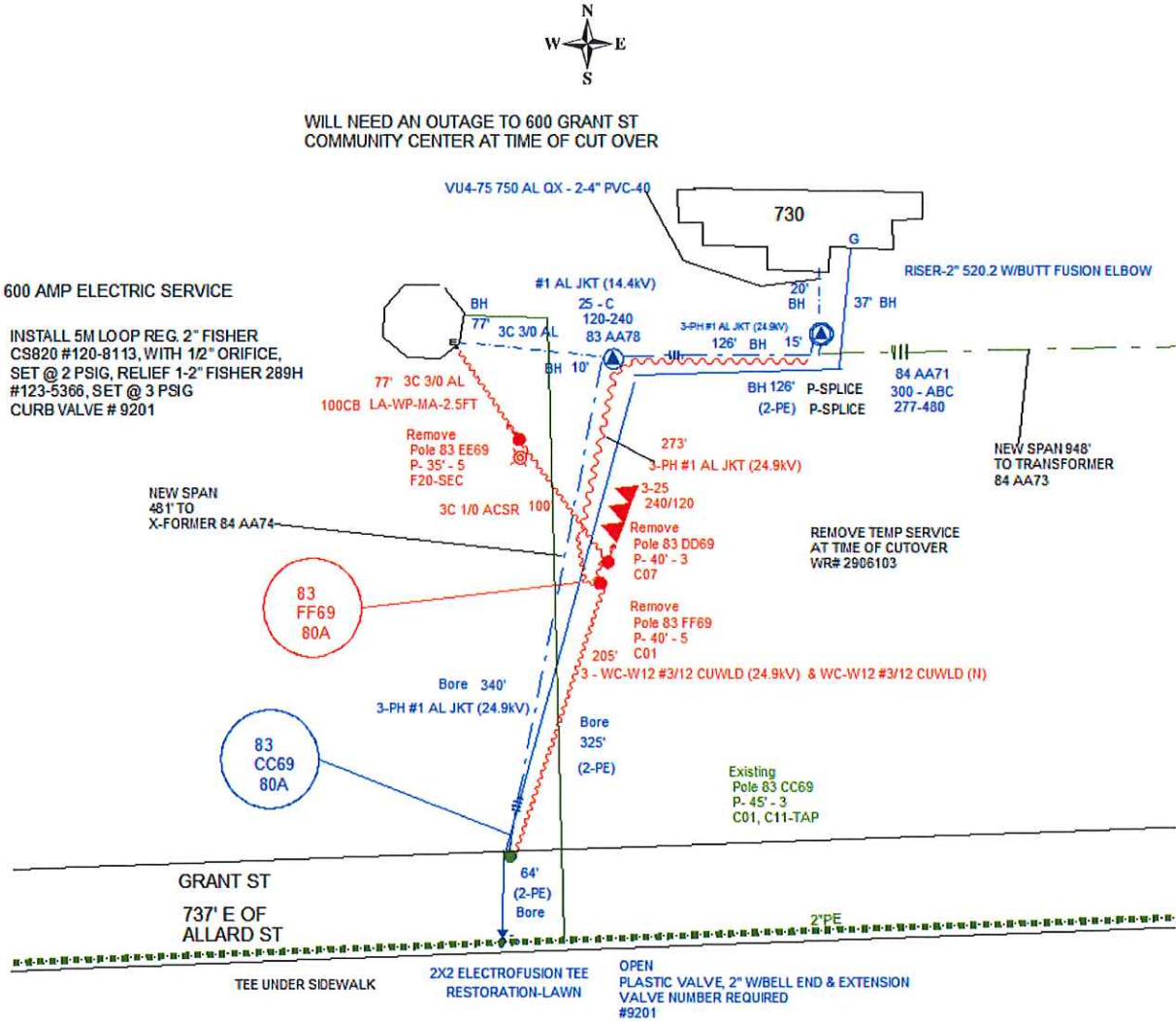
WPSC SERVICE SKETCH

WR NAME: CITY OF DEPERE PARKS
ADDRESS: 730B GRANT ST
TAX DISTRICT: 023G CITY OF DE PERE

IO Number: CIS #: 446766104
WR / REVISIONS: 3124864-1 - JCA ASCP#:
ESCP for DOT: 000887
RESP. CENTER #: 010 PREMISE: 103298636
COUNTY NAME: BROWN

GAS			INSTALL DATA		
SIZE OF SERVICE: 2" TYPE: Plastic					
METER SIZE: METER LOOP ASSEMBLY					
CUST CLASS: Commercial PRESSURE: 2 PSIG					
TEMPORARY DATA		SERVICE	METER		
		☐ INSTALL	☐ REMOVE		
		☐ REMOVE	☐ XFR TO PERM MTR		
ELECTRIC			REMOVE DATA		
SERVICE LOC #					
WIRE DATA	QUANTITY	TYPE & SIZE			
		3c 3/0 AL URD			
REMOVE DATE			BY:		
DIGGERS TICKET #					
START DATE			TIME		

ELECTRIC				INSTALL DATA			
TRANSF. LOC #				84 AA71			
SERVICE LOC #				84 AA71			
WIRE DATA	QUANTITY	TYPE & SIZE		LENGTH			
	3	1c 750 AL URD		20'			
	1	1c 350 AL URD		20'			
VOLTAGE		277/480		PHASE		3	
AMP		600					
METER #							
INSTALL DATE				BY:			
ENERGIZE DATE				BY:			
JOINT INFO				TEL CO.			
☐ GAS				☐ CATV CO.			
DESIGNER:				CASEY J GERONDALE			





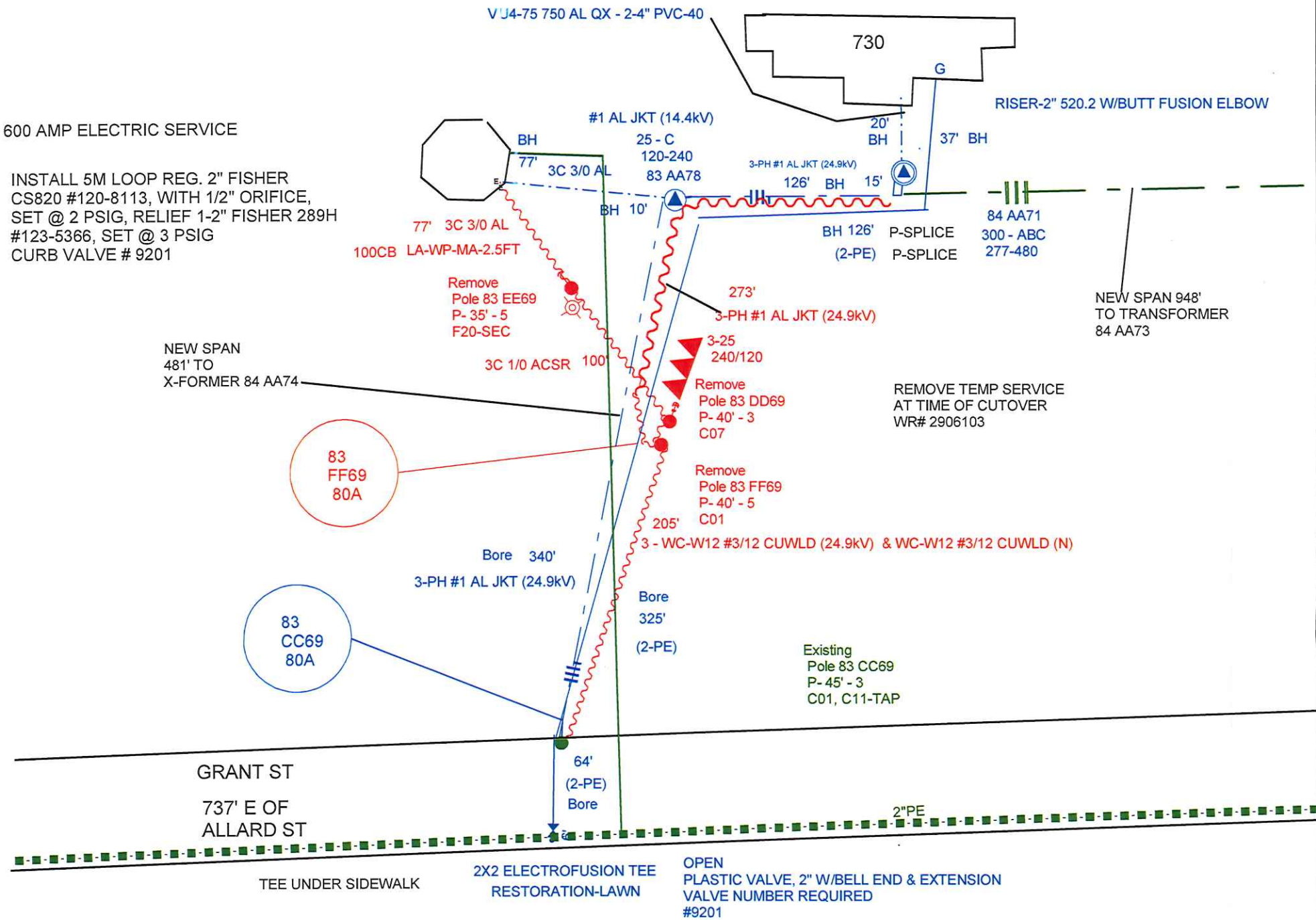
Work Request #: 3124864

Revision #: 1

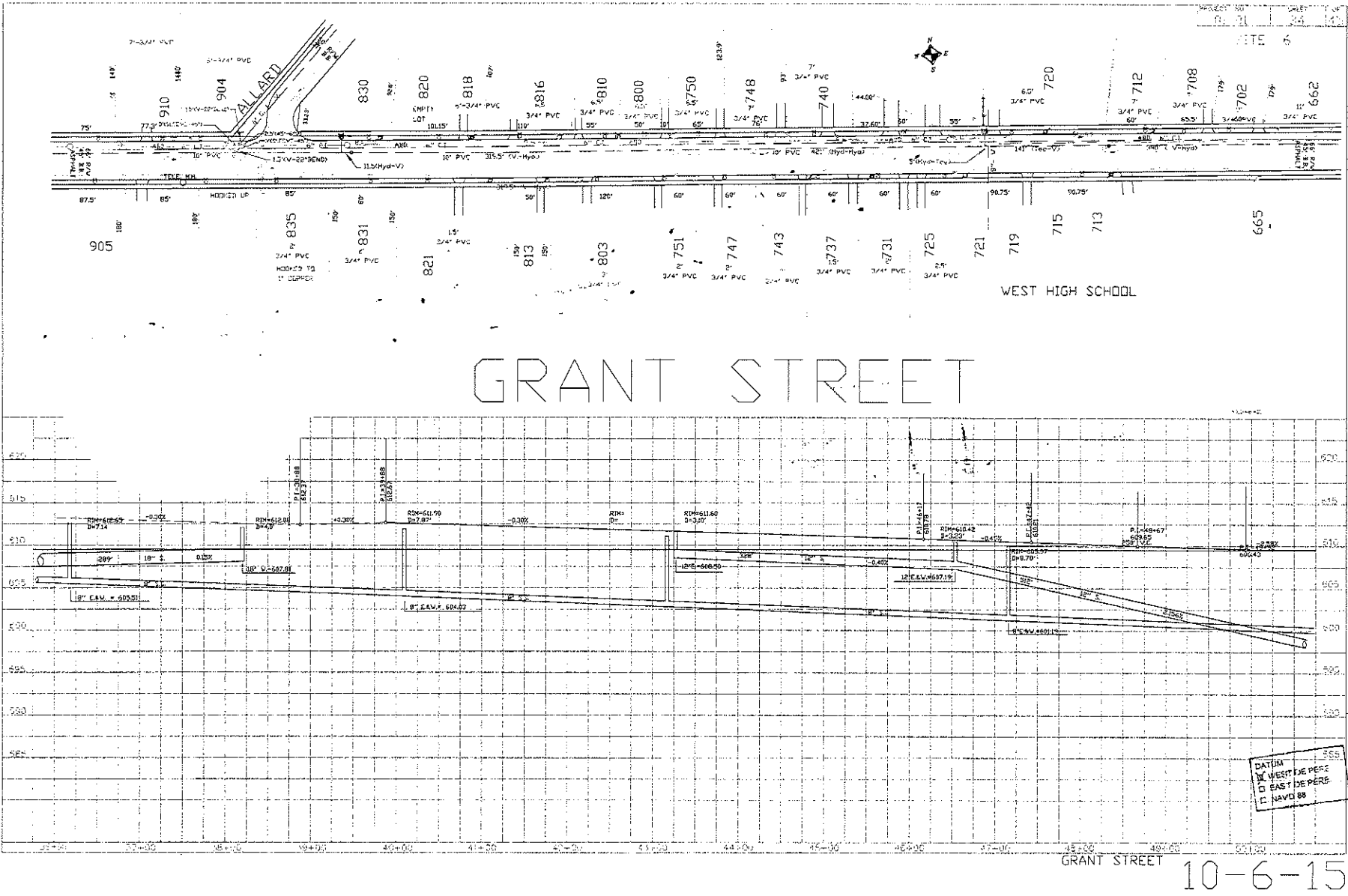
WILL NEED AN OUTAGE TO 600 GRANT ST
COMMUNITY CENTER AT TIME OF CUT OVER

600 AMP ELECTRIC SERVICE

INSTALL 5M LOOP REG. 2" FISHER
CS820 #120-8113, WITH 1/2" ORIFICE,
SET @ 2 PSIG, RELIEF 1-2" FISHER 289H
#123-5366, SET @ 3 PSIG
CURB VALVE # 9201



Project Leader Signature:		Construction Complete Date:		Energized Date:	
Action Code: Remove/Abandon - Red Sine Wave, Existing - Green, Install - Blue		Work Request Name: CITY OF DEPERE PARKS			
Electric Co:	Exchange:	Work Request Address: 730B GRANT ST			
CATV Co:	System:	IFRIS Project #: 2180000100		CIS Field Order: 0446766104	
Response by: [] Phone [] CATV (check one)		Operating District: 10		County:	
Work Order #:	Date: 9/22/2020 3:51:45 PM	Tax District: GBSC-DE PERE-C			
Engineer:	Phone #:	Estimate by: GERONDALE,CASEY J		Phone #: (920) 617-5185	
Const. Coord:	Phone #:	Date Sent to Comm Co:		Customer Ready Date: 7/17/20	





Utility Permit Review Status
City of De Pere

Utility Permit Information

Permit #:
Owner: WISCONSIN PUBLIC SERVICE

Utility Permit Status		
X	Action	Date
☒	Date Permit Received	09/23/20
☐	Date Permit Approved	
☐	Date of Completion on Project Certificate	
☐	One Year Review Completed	
☐	Five Year Review Completed	

Utility Permit Review Submittal		
X	Action	Date/Comment
☐	Utility Permit Submittals - Preconstruction	
☐	Utility Project Permit Application Submitted	
☐	Utility Construction Warranty Submitted	
☐	Construction Site Erosion Control Permit (When Applicable)	
☐	Utility Permit Submittals - Post Construction	
☐	Completion Certificate	
☐	Record Drawings Received	

Time Review		
X	Action	Time
☒	Internal Review Time (Amount and Who)	1 hr J. Smith
☐	Internal Review Time (Amount and Who)	
☐	Internal Review Time (Amount and Who)	
☐	Internal Review Time (Amount and Who)	
☐	Internal Review Time (Amount and Who)	
☐	One Year Field Review (Amount and Who)	
☐	Five Year Field Review (Amount and Who)	

Miscellaneous Comments:

	Street Address / Location		730 GRANT ST	
	Description:		INSTALL NEW GAS & ELECTRIC SERVICE	
	Owner Name:		WISCONSIN PUBLIC SERVICE	
	Contractor Name:		KS ENERGY	
	Prepared By:		CASEY GERONDACE	
	Checked By:		MATTHEW LECCLAIR	
		Permit No.:		
		Date Received:	09/23/20	
		Date:	09/23/20	
		Date:	09/24/20	

Excavation Permit Review Checklist

Utility Project Permit Provisions and Conditions of Approval

Y	N	N/A	Review Item	Completed By:	Checked By:
X			Permit shows project location map.	ML	
	X		Engineering Drawings have legend	ML	
X			Utility Project permit application includes a properly signed Utility Project Permit Application form and Construction Warranty form and have been provided with engineering plans and required fee.	ML	
	X		Engineering drawings are scale. Scale is no larger than 1":100'	ML	
X			Engineering drawings have a north arrow.	ML	
		X	Traffic control plan showing all required signs and barricades as recommended by the Manual on Uniform Traffic Control Devices. Double check traffic control plan using this website: http://workzone.eng.wayne.edu/Software/FlowChart/MainModule.html	ML	
		X	Submitted engineering plans show erosion control measures or detail drawing.	ML	
X			A erosion control permit is NOT required as part of this project. Conditions requiring an erosion control permit are as follows: 1. A construction site, which has 4,000 square feet or greater of land disturbing construction activity. 2. A construction site, which has 100 cubic yards or greater of excavation volume, filling volume, or some combination of excavation and filling volume. 3. A construction site, which has 100 linear feet or greater of land disturbance to a highway, street, driveway, swale, ditch, waters of the state, wetland, protective area, or non-agricultural drainage facility which conveys concentrated flow. Wetlands shall be delineated in accordance with § NR 103.08(1m).	ML	
X			8 foot horizontal clearance maintained from existing sanitary sewer, storm sewer, and water mains.	ML	
X			2 foot vertical clearance maintained from existing sanitary sewer, storm sewer, and water mains.	ML	
	X		Profile views are provided for all crossings with existing sanitary sewer, storm sewer, and water mains.	ML	
	X		Proposed work does not interfere with public improvements being undertaken at the same time.	ML	
	X		Submitted engineering plans show site restoration measures or detail drawing.	ML	

Permit Number _____

Utility Project Permit Provisions and Conditions of Approval (Continued...)

Y	N	N/A	Review Item	Completed By:	Checked By:
☒	☐	☐	There are no permanent above ground utility facilities or markers (polydome marker, etc.). Utility cabinets, structures or other above grade facilities are to be located on private property easements or on public utility easements outside the right-of-way unless otherwise approved.		
☒	☐	☐	Unless otherwise authorized, any utility pipes or cables installed across and beneath pavement shall be installed by jacking and/or dry auguring, with no open cut excavation permitted between points no less than five (5) feet outside the back of curbs or outer shoulders.		
☒	☐	☐	Any non-metallic underground pipe or cable shall include a metallic tracer wire or a metallic tracer tape at the same alignment and depth as the carrier, cable or conductor.		

Engineering Requirements

Y	N	N/A	Review Item	Completed By:	Checked By:
☒	☐	☐	Plans show the approximate location and depth of all proposed cable, fiber optic, structures, cabinets, and access boxes. Approximate dimension of the proposed utilities and structures to the street right-of-way.		
☒	☐	☐	Plans show the approximate horizontal separation between all proposed cable, fiber optic, structures, cabinets, and access boxes and existing sanitary sewer, storm sewer, and water mains.		
☒	☒	☐	Plans show the approximate vertical separation on the profile view between all proposed cable, fiber optic, structures, cabinets, and access boxes and existing sanitary sewer, storm sewer, and water mains.		
☒	☐	☐	Plans show all planned excavations and bore pits for the project.		
☐	☒	☐	Plans show all municipal sewer and water, manholes, laterals, and storm laterals.		
☒	☐	☐	Site restoration standards are included with the plan. Topsoil, seeding, and mulch must be specified to match preconstruction conditions.		
☐	☒	☐	Landscaping of all above ground structures must be provided. All cabinets must be shielded from view by landscaping within the public right-of-way.		
☐	☒	☐	The Brown County Accommodation Policy Nos. 96.01 thru 96.64, pages 1-56 dated January 2010 are referenced in the plans.		
☐	☒	☐	Plans show typical cross-sections of proposed excavation and restoration.		
☒	☐	☐	Verify locations of laterals along the proposed project.		