Board of Park Commissioners

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

Regular Meeting

Agenda

Thursday, February 16, 2023 **6:30 PM** **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Board of Park Commissioners** of the City of De Pere will be held on **February 16, 2023** at **6:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (312) 757-3117
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://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call

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

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from January 19, 2023 meeting.
2. Consideration and Possible Action to Approve WDNR Grant for Bomier Dock Rennovations.*
3. Consideration and Possible Action to Approve WDNR Grant for James Street Dock Modifications.*
4. Consideration & Possible Action to Approve Amendment to Inner Dimensions Wellness Agreement*
5. Consideration & Possible Action To Approve Use of QuickScores*
6. Consideration & Possible Action to Approve Seasonal Aquatics Updates
7. Consideration and Possible Action to Approval of Insurance Claim for VFW Pool.*
8. Consider and Possible Action to Approve Consultant for Wilson Park Master Plan.*
9. Consider and Possible Action on Furniture in the Nelson Pavilion.

IV. Staff Updates

1. Update on Amended Agreement with MultiMedia Channels, LLC for Brochure Advertising
2. Staff Update on 2022 Donations
3. Staff Update Regarding Nelson Pavilion.

V. Future Agenda Items

VI. Adjournment

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

Board Members
Alderpersons
Mayor James Boyd
Larry Delo, City Administrator
Tony Wachewicz, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
De Pere Girls Softball
Connor Goodman, Teen Advisor
Madison DeCleene, Teen Advisor
Thad Majkowski, Cedar Corp.
John Kneer, Rettler Corporation
De Pere Youth Hockey
De Pere Select Soccer
De Pere Area Chamber of Commerce
Definitely De Pere
Brown County Library – De Pere
TV & Radio Stations
De Pere Rapides Youth Soccer
De Pere Baseball
Christopher Thompson, De Pere School Dist.
Dennis Krueger, WDP School District
Bobbie Jackson, Inner Dimensions Wellness
Patrick Skalecki, GRAEF

***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 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Grace Lahtela**
SUBJECT:	**Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from January 19, 2023 meeting.**

ATTACHMENTS:

- Draft Minutes 1-19-23 (PDF)

Board of Park Commissioners

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

Regular Meeting

Draft Minutes

Thursday, January 19, 2023 6:30 PM Council Chambers and Virtual

I. Call to Order

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

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

Others in attendance:
Michael McMahon and Kevin Chevalier from McMahon, Marty Kosobucki, Director of Parks, Recreation, and Forestry, and Grace Lahtela, Administrative Assistant.

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

None

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from December 15, 2022 Meeting.

   Melissa Thiel Collar moved to approve the minutes from the December 15, 2022 Board of Park Commissioners meeting, seconded by Alderperson Defnet Ledvina. Upon vote, the motion passed unanimously.

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

2. Consideration and Possible Action on Request from Brown County Land and Conservation Department for Staff.*

   Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that staff worked with the City Attorney to draft the agreement, which states that the City is willing to help out Brown County Land and Conservation Department up to the number of hours they requested; however, there is contingency included in the agreement that states the cities work comes first and is a priority over any work being done at the East River.

Randy Soquet moved to approve the request from Brown County Land and Conservation Department, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

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

3. Consideration and Action on items related to the Nelson Pavilion Design.

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that McMahon is now in the technical design phase of the project. One of the requirements of the contract was to look for cost saving items. There are a few items cost savings and bigger items that they would like the Park Boards decision on so they can move forward.
Michael McMahon and Kevin Chevalier from McMahon were at the meeting to go over some different options for building materials and design. These items were discussed in detail.
The first item that was discussed was the location of the facility. McMahon proposed to rotate the building slightly to cover music over the bowl better. After discussion, the park board agreed to rotating the building to provide better cover for the bowl.
The second item that was discussed was the pergola on the original design. The pergola is the exposed wood portion of the roof and is located on the front patio area, the side of the building, and the back facing the water. The pergola would be made with laminated wood membranes, which over time could age when exposed to the elements. If the pergola was replaced with a full roof, there would be a minimal cost savings, but less maintenance would be required.
Melissa Thiel Collar questioned what the cost difference would be. Michael McMahon stated that he did not have an actual cost but figured the savings would be minimal, in the $5,000-$10,000 range.
Ryan Jennings questioned if the two roofs were the same side and would be in favor of removing the pergola with a complete roof to provide more shelter from the weather, and lower cost and maintenance.
Randy Soquet agreed with Ryan Jennings thoughts of removing the pergola, providing less maintenance and logevity.
Alderperson Defnet Ledvina questioned if Marty had an opinion. Marty Kosobucki stated that he thinks the pergola looks better but likes the fact of less maintenance without it.
After discussion, the park board voted to eliminate the pergola from the building design.
Michael McMahon brought up the next item for discussion, which is wood versus metal panel soffit. Wood looks more natural, but it is much higher maintenance. The metal soffits do have an estimated cost increase of $8,000. James Kneiszel stated that he likes the wood look but would prefer the metal with less maintenance and to avoid the woodpecker damages.
After discussion the park board voted on the metal panel soffit over wood.
Kevin Chevalier brought up the next discussion item, which is vertical versus horizonal metal panels for the outside of the building. Both panels are made of the same material, so they are the same quality. The only difference is the vertical panels are a larger format panel, so they have an increased cost.

James Kneiszel stated he likes the look of the horizontal panels better and questioned the durability of each panel. Michael McMahon stated that both panels are made of the same materials, so durability and quality would be the same.
Teen Advisor, Madison DeCleene stated she likes the horizontal siding and feels that the naming on the building will look better with the horizontal panels.
After discussion the park board voted for the horizontal metal panels for the building.
Next Kevin Chevalier brought out a couple samples for the brick color for the building. He stated that it is very difficult to pick out brick colors. He displayed a couple color options, one grey in color and a darker brick that has some brown tones in them. The park board decided on the Black Diamond Velour sample.
Kevin Chevalier mentioned another concept they were considering. They thought that it would look nice if the beams from the roof over the patio area were extended into the multipurpose room from the outside. Then those beams would be a main feature in the multipurpose room. Michael was going to investigate this concept and what the cost would be. Ceiling materials could be listed as an alternative bid item in the documents.
Ryan Jennings questioned if the railing was going to go all the way around the patio area. Michael McMahon stated that the civil engineers are working on the grading for the patio. Per state code, if the drop off is more than 30", railings are required. However, if the drop is under 30", would you want that to be left open and the possibility for someone to fall off the deck.
Randy Soquet moved to approve the items related to the Nelson Family Pavilion design with eliminating the pergola, metal panel soffits instead of wood, horizontal siding, and the Black Diamond Velour bricks on the exterior, seconded by Alderperson Defnet Ledvina. Upon vote, the motion passed unanimously.

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

4. Approval of Amerilux as Main Sponsor of De Pere Beer Gardens.

Ryan Jennings approved Amerilux as the main sponsor for the 2023 De Pere Beer Gardens and thanked them for their sponsorship, seconded by Alderperson Defnet Ledvina. Upon vote, the motion passed unanimously.

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

IV. Staff Updates

1. Status report on ARPA Funding

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that the city is holding a meeting on January 30th to consider projects for ARPA funding. The city has approximately $2.5 million to allocate to projects and are looking to allocate the funds over a 2-year period. The parks department submitted 9 projects, with the top priority

being the Nelson Family Pavilion for $500,000 and the removal of ash trees and stumps for $200,000.

RESULT:	DISCUSSED

V. Future Agenda Items

None

VI. Adjournment

Melissa Thiel Collar moved to adjourn the meeting at 7:03 pm, seconded by James Kneiszel. 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 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Consideration and Possible Action to Approve WDNR Grant for Bomier Dock Rennovations.***

ATTACHMENTS:

- Memo.Bomier(DOCX)
- 2023 WDNR Grant Bomier Dock Modifications (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 17, 2022

RE: Bomier Dock Grant Application

Enclosed you will find a copy of the application we plan to submit for renovating the dock at Bomier Boat Launch. Last year we were informed that our dock, which was constructed in 1998 was in violation of WDNR regulations relating to blocking navigable water. We worked with WDNR representatives regarding the issue. Upon approval of the application, a resolution will need to be drafted by our legal department and the forwarded to council for approval prior to submittal.

State of Wisconsin
Department of Natural Resources
dnr.wi.gov

Recreational Boating Facilities Development/Renovation Grant Application

Form 8700-343D (3/22)

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

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

Section 1. Applicant Information

Applicant/Organization Name: City of De Pere

Organization Mailing Address	City	State	ZIP Code
925 S Sixth St	De Pere	WI	54115

Individual Authorized to Act on Behalf of Applicant per Resolution	Phone Number	Email Address
Marty Kosobucki	(920) 339-8358	mkosobucki@deperewi.gov

ACH Payment Established with DNR? ◯ Yes ◉ No — If Yes, Email Address for ACH Payment:

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

Address	City	State	ZIP Code

Are you a lake association? ◯ Yes ◉ No

Section 2. General Project Information

Project Title: Bomier Boat Launch Renovations

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

¼ ¼	¼	Section	Township	Range	Latitude (decimal degrees)	Longitude (decimal degrees)	County
NE	NW	27	23 N	20 ◉E ◯W	44.4436004	-88.0612478	Brown

Waterbody Name	Acres (DNR will fill in)
Fox River	

Property Owner (if other than applicant)	Phone Number

Street Address	City	State	ZIP Code

◉ Public Entity ◯ Private Entity ◯ Lease or Easement Expiration Date: _____

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

Is boat launch facility being developed or renovated? ◯ New Facility ◉ Renovation

Do you currently or will you charge a launch fee when renovations are completed? ◉ Yes ◯ No What is the daily launch rate? $6.00

Is there a separate account for these funds for the operation and maintenance of the launch? ◉ Yes ◯ No

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

List all Required Permits:

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

Recreational Boating Facilities Development/Renovation Grant Application

Section 3. Existing Conditions

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

The project area is an existing boat launch that is tucked between the Fox River Trail and the Fox River in De Pere. In 2020, the launch was renovated and expanded with cooperation from the WDNR. The launch was expanded from one to two lanes, the parking lot was extended, and an ADA canoe/kayak launch was installed. In addition, an area along the river was enhanced with NRDA money to include a pathway and gazebo. The location also includes a stationary dock which was not altered.

Section 4. Feasibility Statement

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

In 2022, the City of De Pere was notified by a WDNR representative that the stationary dock at Bomier Boat Launch created an un-navigable water way and requires corrective measures. The stationary dock in question was part of the original construction of the boat launch in 1998 and received WDNR approval. City staff met with WDNR representatives to determine options for the dock to become compliant. As a result of this meeting, staff was able to determine an alteration and estimate for bringing the stationary dock into compliance. With this grant, the city intends to correct the problem of the stationary dock to eliminate the un-navigable waterway.

Section 5. Budget

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

Part A – Itemized Budget Detail

Cost Category	Item Description	Cash or Donation	Item Condition	Qty #	Cost	Total Cost
salaries		Cash	N/A		$4,850.00	$4,850.00
other	other (specify) Supplies	Cash			$248.00	$248.00
					Total Project Cost Estimate	$5,098.00

Part B – Cost Estimate Summary

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

Cost Category	A Cash Costs	B Donated Value
1. Salaries, wages and employee benefits and donated labor	$4,850.00	
2. Equipment		
3. Contractual Services		
4. Construction		
5. Other	$248.00	
6. Subtotals	$5,098.00	
7. Total Project Cost Estimate	$5,098.00	
8. Eligible Grant Award Request	$2,549.00	
9. Adjusted Grant Request: If you would like to request **less than** the allowed amount, please fill in the amount of grant you would like to receive.		
10. Adjusted Grant Request: If you would like to request **more than** the allowed amount because you meet the criteria below*, please fill in the amount of grant you would like to receive.		

*May request up to 80% if meet criteria in s. NR 7.088, Wis. Adm. Code

Recreational Boating Facilities Development/Renovation Grant Application

Part C – Cost Share

Total Project Cost Estimate	$5,098.00	
DNR Cost Share	$2,549.00	50 %
Applicant Cost Share	$2,549.00	50 %

Sources of Applicant Share	Amount	Status	Comments
Local budget, force account, etc.	$2,549.00		Budget
Federal Funds/Grants		◯ Applied For/Pending ◯ Awarded (Attach copy of grant agreement or notification email.)	
Other		◯ Applied For/Pending ◯ Awarded/Received (Attach copy of award notification.)	

Section 6: s. NR 1.91, Wis. Adm. Code Required Information

How many vehicle/trailer parking spaces currently at the location? 24 spaces

How many vehicle/trailer parking spaces are you planning to add? 0 spaces

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

Will your project have single vehicle parking spaces? ◉ Yes ◯ No 11 spaces

For a Great Lakes or river project, what is the distance to the nearest existing public access site? 1.60 miles

Does your project location have any designated disabled parking space(s)? ◉ Yes ◯ No

If yes, how many spaces? 1 spaces

Is your project (boat launch, boarding dock, pier, restrooms, etc.) accessible to people with disabilities? ◉ Yes ◯ No

Is your project a development of an access facility on an inland lake or river where no public access exists? ◯ Yes ◉ No

Section 7: Other Items

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

Wetland Analysis? ◯ Yes ◉ No

Phase I Environmental Site Assessment? ◯ Yes ◉ No

Archaeological or Historical Investigation? ◯ Yes ◉ No

Is your project located within a floodplain? ◯ Yes ◉ No

Do you have a stormwater management plan? ◯ Yes ◉ No

Is your project associated with a harbor of refuge or protected launch (structures such as bulkheads and breakwaters necessary to provide safe water conditions) (ref. NR 7.03(14), Wis. Adm. Code)? ◯ Yes ◉ No

Will your project correct a significant health or safety hazard? ◯ Yes ◉ No

Is your project required to fulfill a compliance order or court ruling? If yes, include a copy with key provisions highlighted. ◯ Yes ◉ No

Do you conduct a boating safety enforcement and education program that has been approved by the Department of Natural Resources? ◯ Yes ◉ No

Recreational Boating Facilities Development/Renovation Grant Application

What is the state of readiness of your project?

(•) Project has final engineering plans suitable for construction or construction bidding or project does not require further planning or design for construction to begin.

( ) Project has preliminary site plans, but additional engineering or design work are necessary before construction can begin.

Are there any known controversies/complications with the proposed project? ( ) Yes (•) No

Are there any measures proposed to address the controversies/complications? ( ) Yes (•) No

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

Section 8: Timeline

Anticipated Project Start Date	Anticipated Project End Date	When do you anticipate that the project area will be open for use?
09/01/2023	09/30/2023	

Section 9. Required Attachments

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

Section 10. Certification

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

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

Matt J. Thomas — Signature of Authorized Representative

2-16-23 — Date Signed

Bomier

Schmidt Boat Lifts & Docks

HWY 41 – KAUKAUNA
N2223 W. Frontage Rd.
Kaukauna, WI 54130
920-766-0856

HWY 32 – LAKEWOOD
15589 State Hwy 32
Lakewood, WI 54138
715-276-7788

HWY 10 – WAUPACA
2229 Runway Dr.
Waupaca, WI 54981
715-258-2556

www.schmidtboatlifts-docks.com email: info@schmidtboatlifts-docks.com

Proposal #:27874

Submitted To:

City Of De Pere
925 S 6Th St
De Pere, WI 54115

Equipment Address:

City Of De Pere

De Pere, WI 54115

Date:
07/27/2022

Phone Cell:

Phone Other:

Sales Person:
NS

Lake / River:

County of Delivery:
Brown

Qty	Part #	Description	Price Ea.	Total
1.00	Labor-Field Service	Remove/Cut Off 2 Pilings At Landing, Along With 7' Of Wharf. Move 3 Rocks. Time And Material - Billed As Used. Reframe Both Ends.	$99.00	$99.00
5.00	Labor-Barge Field	Barge Field Service	$475.00	$2,375.00
24.00	Labor-Field Service	Field Service Labor Rate - billed per man per hour, plus some travel	$99.00	$2,376.00
1.00	Job Specific Item - Other	Lumber, Screws, Bolts - Estimate	$248.00	$248.00
1.00	Note	Pricing Is An Estimate, Will Be Billed Time & Material	$0.00	$0.00
1.00	Note	Bomier Boat Launch - Dock Modifications	$0.00	$0.00

Other-than-ordinary circumstances could result in an extra charge, over and above the installation fees quoted. Some of these are deep water (over 54"), mud and/or muck, inclines on the bank or in the lake bottom, difficult property to get equipment to water's edge, etc. as well as necessary extra long leveling legs and dock posts. This labor will be charged out at regular labor fees, extra equipment will be billed as needed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Subtotal	$5,098.00
Tax	$130.63
Total	$5,228.63
Deposit Requested:	$1,200.00

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I have read and understand the terms and conditions attached to this proposal. Payment will be made as outlined above.

Date of Approval of Proposal:_____

By:_____
(Authorized Signature) Schmidt Boat Lifts & Docks

Customer Signature:_____

Date of Acceptance:_____

TERMS & CONDITIONS

1) Much of the equipment and materials purchased from Schmidt Boat Lifts & Docks, Inc. will be ordered just for the customer's application. If the customer elects to cancel his/her order, he/she will be responsible for all expenses to return said equipment and materials to the supplier including freight cost both ways, restocking and handling fees as well as any expenses incurred by Schmidt Boat Lifts & Docks, Inc. Any down payment will be applied to all expenses incurred. Excess down payment will be returned if it exceeds expenses. Contracts for equipment and materials that are special ordered for a customer which cannot be returned may not be cancelled and all monies will come due according to the contract. Under such circumstances, the customer must take delivery of the equipment and materials within 30 days of delivery to Schmidt Boat Lifts & Docks, Inc.

2) The work outlined in the contract and the charges for the work proscribed is based upon representations by the customer or conditions known or visible at the time of inspection. This contract price does not anticipate, unless detailed herein, unusual conditions including, but not limited to, underwater rocks or rock formations, deep water, soft soil and soft bottom conditions. Additional labor costs, at the hourly labor rate for Schmidt Boat Lifts & Docks, Inc. at the time the work is performed, per hour will be charged over and above the contract price for adapting to these unknown conditions.

3) Equipment and material warranties are by manufacturer. Schmidt Boat Lifts & Docks, Inc. will act as an intermediary, wherever reasonable for the customer, on warranty claims, and will furnish documentation when feasible to assist the customer in pursuing a warranty claim. Labor, freight, and other expenses associated with warranty work is not always covered by the manufacturer. In the event that labor, freight, or other expenses are not paid by the manufacturer, the customer will be responsible to either exchange warranty parts or pay labor to Schmidt Boat Lifts & Docks, Inc. at the hourly labor rate for Schmidt Boat Lifts & Docks, Inc. at the time the work is performed.

4) Boat lifts and docks may shift or settle after installation. Shifting or settlement are not defects in the installation or the product, but can be due to the climate, the terrain, or damage by third parties. This contract provides no warranty for shifting or settlement. If the customer requests, Schmidt Boat Lifts & Docks may re-level the equipment, however, that work will be performed at the hourly labor rate for Schmidt Boat Lifts & Docks, Inc. at the time the work is performed.

5) Any equipment and materials furnished by the customer may be installed on the customer's recommendation or directions. Schmidt Boat Lifts & Docks, Inc. will assume no liability for the performance or fitness for purpose of any equipment or materials not furnished by Schmidt Boat Lifts & Docks, Inc.

6) The customer is responsible to secure any permits, if necessary, prior to the start of delivery or performance unless otherwise noted.

7) The customer represents that he/she has proper authority to make this improvement on the property, and Schmidt Boat Lifts & Docks, Inc. is relying upon that representation in offering this contract. The customer agrees that he/she is responsible for the security of all equipment and materials on the property for the work described herein, including materials and equipment described in this contract and other equipment and materials necessary to the execution of this contract. The customer agrees to obtain insurance and/or be personally responsible to Schmidt Boat Lifts & Docks, Inc., for all loss of property arising from or related to the work described in the contract.

8) The customer grants to Schmidt Boat Lifts & Docks, Inc. permission to take photographs and use same in promotion advertising and otherwise for purposes of business and trade for Schmidt Boat Lifts & Docks, Inc. Customer(s) hereby acknowledge that customer(s) has/have a right to privacy with respect to the use of their name, portrait, photograph, or image and with respect to publicity under Â§995.50 of the Wisconsin statutes, and hereby consent to the use of their name, portrait, photograph, and image by Schmidt Boat Lifts & Docks for such purposes.

9) If customer fails to make any payment required by this contract, including down payment or delivery payments Schmidt Boat Lifts & Docks, Inc. has the right to immediately cease work on the job until these issues are resolved to the satisfaction of all parties. Customer is responsible for all expenses incurred with respect to the failure to make payment including but not limited to increases in the costs of materials or labor.

10) Weather conditions may cause loss or damage and may affect the condition of the equipment and materials specified in this contract, including fading, tears, scratches, bends, rust, misalignment, and other loss or damage. Schmidt Boat Lifts & Docks, Inc. makes no express or implied warranties against wind damage, water damage, ice damage, and any other various acts of God or nature. Customer acknowledges that canopies can be susceptible to wind, and have been known to "fly" empty boat lifts or small, lightweight boats and boat lifts away. Customer acknowledges his/her obligation to secure the boatlift or remove the canopy fabric to prevent loss or damage. Schmidt Boat Lifts & Docks, Inc. makes no warranties, nor should any warranties be implied, for damage or loss due to wind or failure to secure equipment.

11) Pile driven structures, including pile-driven docks, are not permanent structures, even though trade terminology may on occasion refer to them as such. Schmidt Boat Lifts & Docks, Inc., makes no warranties, nor should any warranties be implied, for shifting, settlement or other movement of pile-driven docks or structures.

12) The depth to which pilings are driven are affected by multiple variables from site to site and piling to piling, Schmidt Boat Lifts & Docks, Inc. makes no representation as to the depth to which pilings are to be driven. Pilings will be driven to the point they meet resistance in approximation of the force of our driver.

13) Canopy frames with vinyl/fabric installed are not designed to hold snow or ice. Customer acknowledges that it is customer's responsibility to remove the canopy fabric seasonally. Schmidt Boat Lifts & Docks, Inc. makes no warranties, nor should any warranties be implied, for damage or loss due to ice, snow, or weather conditions as they may affect the equipment, including canopies.

14) Unless otherwise noted, payment in full is due upon completion. In the event a payment is not made when due, customer agrees to pay a service charge equal to interest at a rate of 1.5% per month or 18% per year from date payment was due to actual date of payment.

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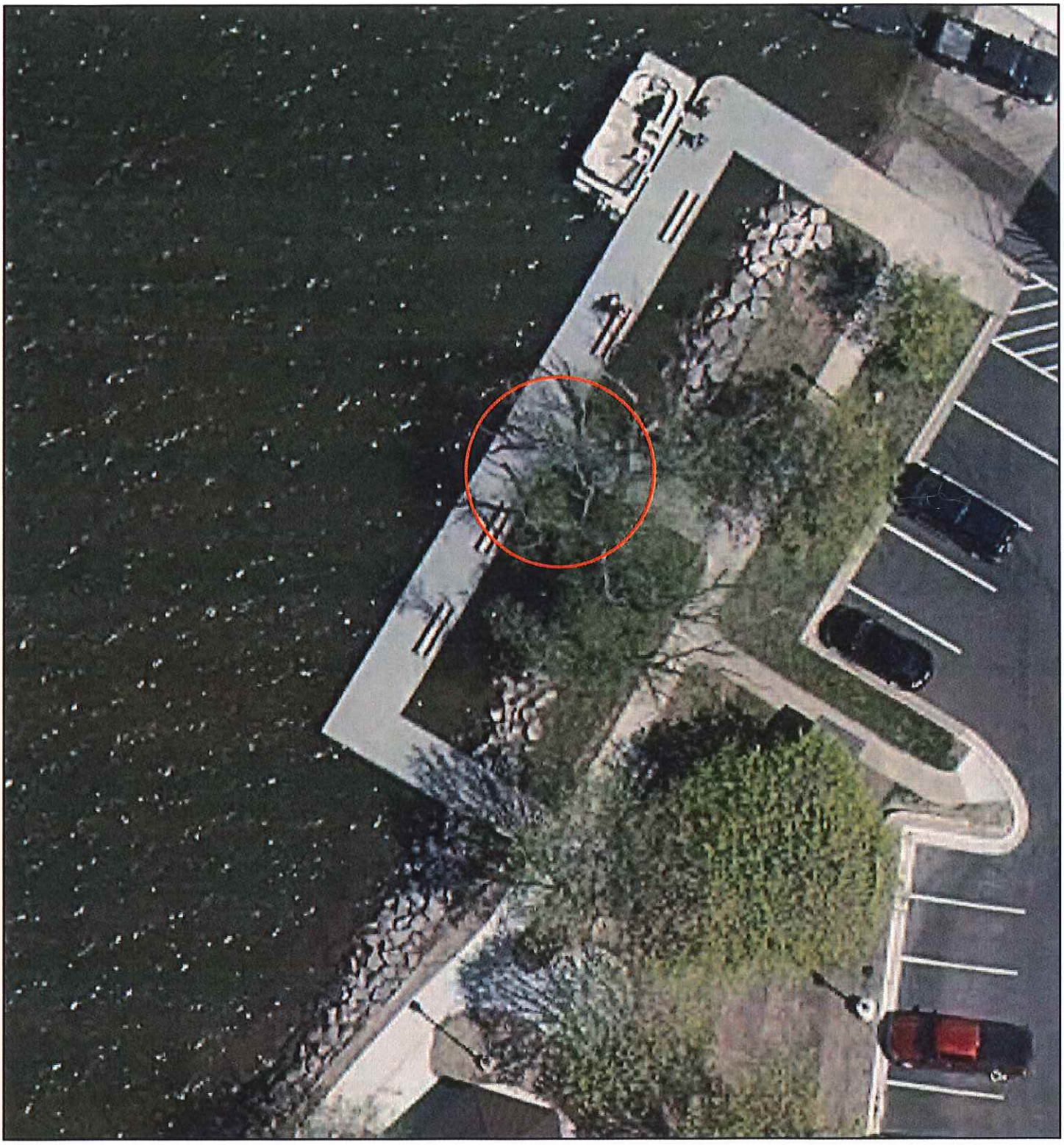
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Blue: Band_3

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Green: Band_2

Blue: Band_3

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

Google Maps Bomier Boat Launch



Imagery ©2023 Maxar Technologies, Map data ©2023 20 ft



Remove Ramp & Some Dock In Middle. 6'-10' Depending on Pilings.

Bomier Boat Launch

4.5 ★★★★½ 52 reviews

Boat ramp

Directions Save Nearby Send to phone Share

700 Fox River Dr, De Pere, WI 54115

de-pere.org

(920) 339-4050

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**February 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Consideration and Possible Action to Approve WDNR Grant for James Street Dock Modifications.***

ATTACHMENTS:

- Memo.James Street (DOCX)
- 2023 WDNR Grant James St Dock Modifiacations (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 17, 2022

RE: James Street Dock - Grant

Enclose in your packet is an application to the WDNR for renovating the dock at James Street that houses the River Tyme Tour Boat. During the process of reviewing the violation at Bomier, we determined we had the same situation at James Street. Upon approval of the application, we would send the item to our City Attorney for drafting a resolution and then forward to City Council for approval.

State of Wisconsin
Department of Natural Resources
dnr.wi.gov

Recreational Boating Facilities Development/Renovation Grant Application

Form 8700-343D (3/22)

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

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

Section 1. Applicant Information

Applicant/Organization Name
City of De Pere

Organization Mailing Address	City	State	ZIP Code
925 S Sixth St	De Pere	WI	54115

Individual Authorized to Act on Behalf of Applicant per Resolution	Phone Number	Email Address
Marty Kosobucki	(920) 339-8358	mkosobucki@deperewi.gov

ACH Payment Established with DNR? ◯ Yes ◉ No — If Yes, Email Address for ACH Payment

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

Address	City	State	ZIP Code

Are you a lake association? ◯ Yes ◉ No

Section 2. General Project Information

Project Title
James Street Dock Renovation

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

¼ ¼	¼	Section	Township	Range	Latitude (decimal degrees)	Longitude (decimal degrees)	County
			N	◯E ◯W	44.449768	-88.0619594	Brown

Waterbody Name	Acres (DNR will fill in)
Fox River TSR N/A. Private Claim 32 East Side Fox River	

Property Owner (if other than applicant)	Phone Number

Street Address	City	State	ZIP Code

◉ Public Entity ◯ Private Entity ◯ Lease or Easement Expiration Date: _____

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

Is boat launch facility being developed or renovated? ◯ New Facility ◉ Renovation

Do you currently or will you charge a launch fee when renovations are completed? ◯ Yes ◉ No

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

List all Required Permits:

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

Recreational Boating Facilities Development/Renovation Grant Application

Section 3. Existing Conditions

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

The project area is an existing boat dock that is used primarily for the River Tyme Tour boat, which runs from May - October. During other periods of time, the dock is available to allow transient boaters to dock and explore the City of De Pere. This dock was construced in 2016.

Section 4. Feasibility Statement

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

Currently the James Street docks consist of a north and south dock area. The northern area has three finger docks and a shoreline dock for transient boating. The location allows boaters to dock while they enjoy food and shopping in our downtown area. The southern dock is intended for docking the River Tyme boat, which provides scenic boat tours throughout the Fox River. In 2022, we were notified from a WDNR representative that our dock at Bomier was in violation of enclosing a water way. While going through this process and understanding the violation, we understood the dock that stations the River Tyme boat created the same situation, so we volunteered this information. With the grant, our intention is to fix the dock to come into compliance similar to our Bomier dock.

Section 5. Budget

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

Part A – Itemized Budget Detail

Cost Category	Item Description	Cash or Donation	Item Condition	Qty #	Cost	Total Cost
salaries	force account	Cash	N/A		$1,188.00	$1,188.00
other	other (specify) Supplies	Cash	new		$120.00	$120.00
					Total Project Cost Estimate	$1,308.00

Part B – Cost Estimate Summary

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

Cost Category	A Cash Costs	B Donated Value
1. Salaries, wages and employee benefits and donated labor	$1,188.00	
2. Equipment		
3. Contractual Services		
4. Construction		
5. Other	$120.00	
6. Subtotals	$1,308.00	
7. Total Project Cost Estimate	$1,308.00	
8. Eligible Grant Award Request	$654.00	
9. Adjusted Grant Request: If you would like to request less than the allowed amount, please fill in the amount of grant you would like to receive.		
10. Adjusted Grant Request: If you would like to request more than the allowed amount because you meet the criteria below*, please fill in the amount of grant you would like to receive.		

*May request up to 80% if meet criteria in s. NR 7.088, Wis. Adm. Code

Recreational Boating Facilities Development/Renovation Grant Application

Part C – Cost Share

Total Project Cost Estimate	$1,308.00	
DNR Cost Share	$654.00	50 %
Applicant Cost Share	$654.00	50 %

Sources of Applicant Share	Amount	Status	Comments
Local budget, force account, etc.			
Federal Funds/Grants		◯ Applied For/Pending ◯ Awarded (Attach copy of grant agreement or notification email.)	
Other		◯ Applied For/Pending ◯ Awarded/Received (Attach copy of award notification.)	

Section 6: s. NR 1.91, Wis. Adm. Code Required Information

How many vehicle/trailer parking spaces currently at the location? 0 spaces

How many vehicle/trailer parking spaces are you planning to add? 0 spaces

For an inland lake project, what is the total number of vehicle/trail parking spaces currently on the proposed waterbody at public facilities? 42 spaces

Will your project have single vehicle parking spaces? ◉ Yes ◯ No _____ spaces

For a Great Lakes or river project, what is the distance to the nearest existing public access site? 0.50 miles

Does your project location have any designated disabled parking space(s)? ◉ Yes ◯ No

If yes, how many spaces? 1 spaces

Is your project (boat launch, boarding dock, pier, restrooms, etc.) accessible to people with disabilities? ◉ Yes ◯ No

Is your project a development of an access facility on an inland lake or river where no public access exists? ◯ Yes ◉ No

Section 7: Other Items

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

Wetland Analysis? ◯ Yes ◉ No

Phase I Environmental Site Assessment? ◯ Yes ◉ No

Archaeological or Historical Investigation? ◯ Yes ◉ No

Is your project located within a floodplain? ◉ Yes ◯ No

Do you have a stormwater management plan? ◯ Yes ◉ No

Is your project associated with a harbor of refuge or protected launch (structures such as bulkheads and breakwaters necessary to provide safe water conditions) (ref. NR 7.03(14), Wis. Adm. Code)? ◯ Yes ◉ No

Will your project correct a significant health or safety hazard? ◯ Yes ◉ No

Is your project required to fulfill a compliance order or court ruling? If yes, include a copy with key provisions highlighted. ◯ Yes ◉ No

Do you conduct a boating safety enforcement and education program that has been approved by the Department of Natural Resources? ◯ Yes ◉ No

Recreational Boating Facilities Development/Renovation Grant Application

What is the state of readiness of your project?

(•) Project has final engineering plans suitable for construction or construction bidding or project does not require further planning or design for construction to begin.

( ) Project has preliminary site plans, but additional engineering or design work are necessary before construction can begin.

Are there any known controversies/complications with the proposed project? ( ) Yes (•) No

Are there any measures proposed to address the controversies/complications? ( ) Yes (•) No

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

Section 8: Timeline

Anticipated Project Start Date	Anticipated Project End Date	When do you anticipate that the project area will be open for use?
10/1/2023	10/31/2023	Dock will likely not close during the renovation.

Section 9. Required Attachments

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

Section 10. Certification

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

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

Signature of Authorized Representative

Date Signed 4-16-23

User Created DIME Map



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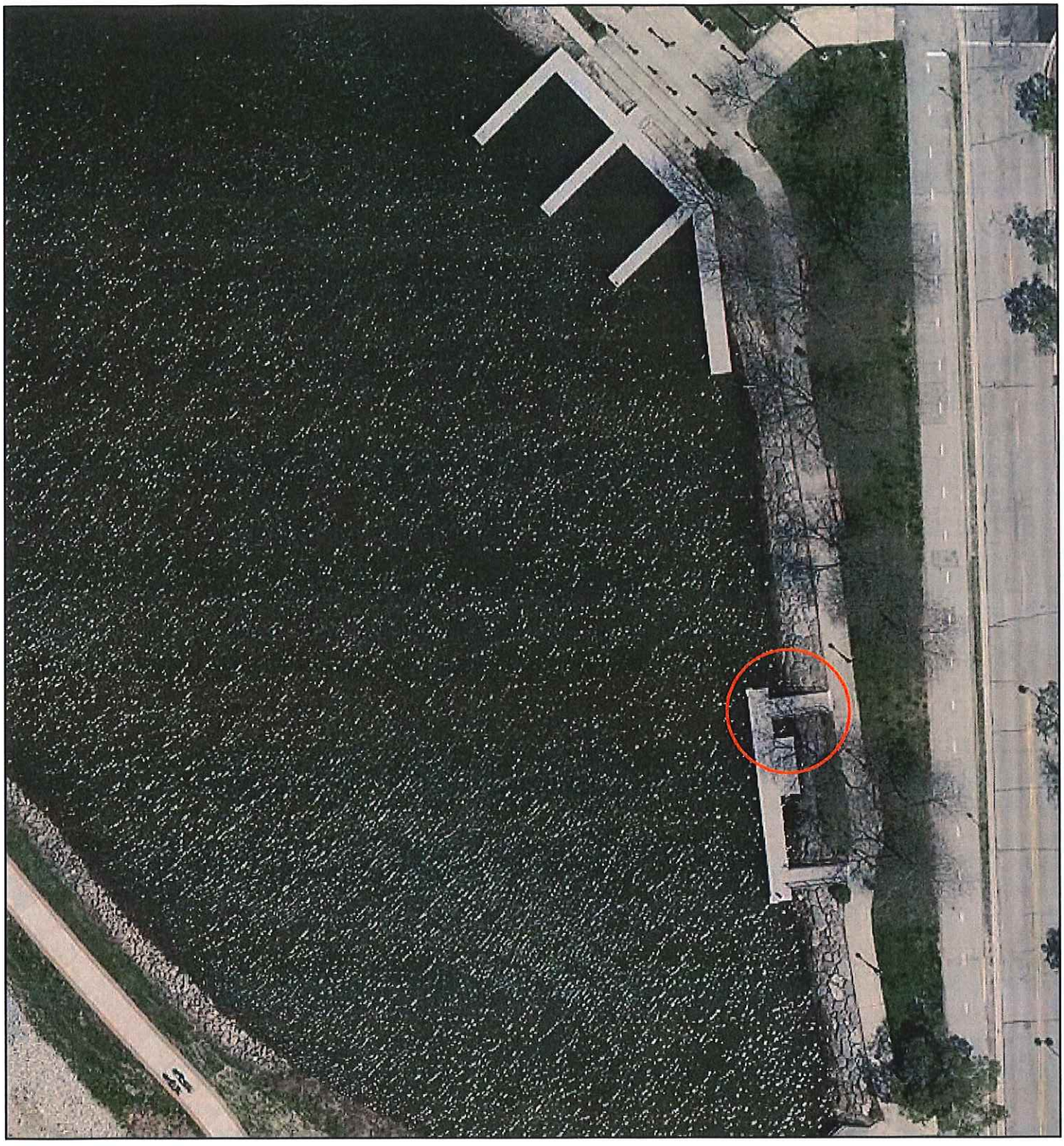
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DePereCounty_2020.sid

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Green: Band_2

Blue: Band_3

This is a custom map created by a user of the De Pere Interactive Mapping Engine-DIME

Schmidt BOAT LIFTS & DOCKS

HWY 41 – KAUKAUNA
N2223 W. Frontage Rd.
Kaukauna, WI 54130
920-766-0856

HWY 32 – LAKEWOOD
15589 State Hwy 32
Lakewood, WI 54138
715-276-7788

HWY 10 – WAUPACA
2229 Runway Dr.
Waupaca, WI 54981
715-258-2556

www.schmidtboatlifts-docks.com email: info@schmidtboatlifts-docks.com

Proposal #:27867

Submitted To:

City Of De Pere
925 S 6Th St
De Pere, WI 54115

Equipment Address:

City Of De Pere
James St. Project
De Pere, WI 54115

Date:
07/27/2022

Phone Cell:

Phone Other:

Sales Person:
NS

Lake / River:

County of Delivery:
Brown

Qty	Part #	Description	Price Ea.	Total
12.00	Labor-Field Service	Remove 2nd Ramp On Dock At James St. Billed At $99/man/hr. Should Be Able To Reuse Existing Decking & Trim As Needed To Close Up The Gap Left From Approach.	$99.00	$1,188.00
1.00	Job Specific Item - Other	Lumber, Screws, Bolts - Estimate	$120.00	$120.00
1.00	Note	Bomier Dock Modification	$0.00	$0.00
1.00	Note	Pricing Is An Estimate, And Will Be Billed Time & Material	$0.00	$0.00

Other-than-ordinary circumstances could result in an extra charge, over and above the installation fees quoted. Some of these are deep water (over 54"), mud and/or muck, inclines on the bank or in the lake bottom, difficult property to get equipment to water's edge, etc. as well as necessary extra long leveling legs and dock posts. This labor will be charged out at regular labor fees, extra equipment will be billed as needed.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Subtotal	$1,308.00
Tax	$71.94
Total	$1,379.94
Deposit Requested:	$300.00

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I have read and understand the terms and conditions attached to this proposal. Payment will be made as outlined above.

Date of Approval of Proposal:_____

By:_____
(Authorized Signature) Schmidt Boat Lifts & Docks

Customer Signature:_____

Date of Acceptance:_____

TERMS & CONDITIONS

1) Much of the equipment and materials purchased from Schmidt Boat Lifts & Docks, Inc. will be ordered just for the customer's application. If the customer elects to cancel his/her order, he/she will be responsible for all expenses to return said equipment and materials to the supplier including freight cost both ways, restocking and handling fees as well as any expenses incurred by Schmidt Boat Lifts & Docks, Inc. Any down payment will be applied to all expenses incurred. Excess down payment will be returned if it exceeds expenses. Contracts for equipment and materials that are special ordered for a customer which cannot be returned may not be cancelled and all monies will come due according to the contract. Under such circumstances, the customer must take delivery of the equipment and materials within 30 days of delivery to Schmidt Boat Lifts & Docks, Inc.

2) The work outlined in the contract and the charges for the work proscribed is based upon representations by the customer or conditions known or visible at the time of inspection. This contract price does not anticipate, unless detailed herein, unusual conditions including, but not limited to, underwater rocks or rock formations, deep water, soft soil and soft bottom conditions. Additional labor costs, at the hourly labor rate for Schmidt Boat Lifts & Docks, Inc. at the time the work is performed, per hour will be charged over and above the contract price for adapting to these unknown conditions.

3) Equipment and material warranties are by manufacturer. Schmidt Boat Lifts & Docks, Inc. will act as an intermediary, wherever reasonable for the customer, on warranty claims, and will furnish documentation when feasible to assist the customer in pursuing a warranty claim. Labor, freight, and other expenses associated with warranty work is not always covered by the manufacturer. In the event that labor, freight, or other expenses are not paid by the manufacturer, the customer will be responsible to either exchange warranty parts or pay labor to Schmidt Boat Lifts & Docks, Inc. at the hourly labor rate for Schmidt Boat Lifts & Docks, Inc. at the time the work is performed.

4) Boat lifts and docks may shift or settle after installation. Shifting or settlement are not defects in the installation or the product, but can be due to the climate, the terrain, or damage by third parties. This contract provides no warranty for shifting or settlement. If the customer requests, Schmidt Boat Lifts & Docks may re-level the equipment, however, that work will be performed at the hourly labor rate for Schmidt Boat Lifts & Docks, Inc. at the time the work is performed.

5) Any equipment and materials furnished by the customer may be installed on the customer's recommendation or directions. Schmidt Boat Lifts & Docks, Inc. will assume no liability for the performance or fitness for purpose of any equipment or materials not furnished by Schmidt Boat Lifts & Docks, Inc.

6) The customer is responsible to secure any permits, if necessary, prior to the start of delivery or performance unless otherwise noted.

7) The customer represents that he/she has proper authority to make this improvement on the property, and Schmidt Boat Lifts & Docks, Inc. is relying upon that representation in offering this contract. The customer agrees that he/she is responsible for the security of all equipment and materials on the property for the work described herein, including materials and equipment described in this contract and other equipment and materials necessary to the execution of this contract. The customer agrees to obtain insurance and/or be personally responsible to Schmidt Boat Lifts & Docks, Inc., for all loss of property arising from or related to the work described in the contract.

8) The customer grants to Schmidt Boat Lifts & Docks, Inc. permission to take photographs and use same in promotion advertising and otherwise for purposes of business and trade for Schmidt Boat Lifts & Docks, Inc. Customer(s) hereby acknowledge that customer(s) has/have a right to privacy with respect to the use of their name, portrait, photograph, or image and with respect to publicity under Â§995.50 of the Wisconsin statutes, and hereby consent to the use of their name, portrait, photograph, and image by Schmidt Boat Lifts & Docks for such purposes.

9) If customer fails to make any payment required by this contract, including down payment or delivery payments Schmidt Boat Lifts & Docks, Inc. has the right to immediately cease work on the job until these issues are resolved to the satisfaction of all parties. Customer is responsible for all expenses incurred with respect to the failure to make payment including but not limited to increases in the costs of materials or labor.

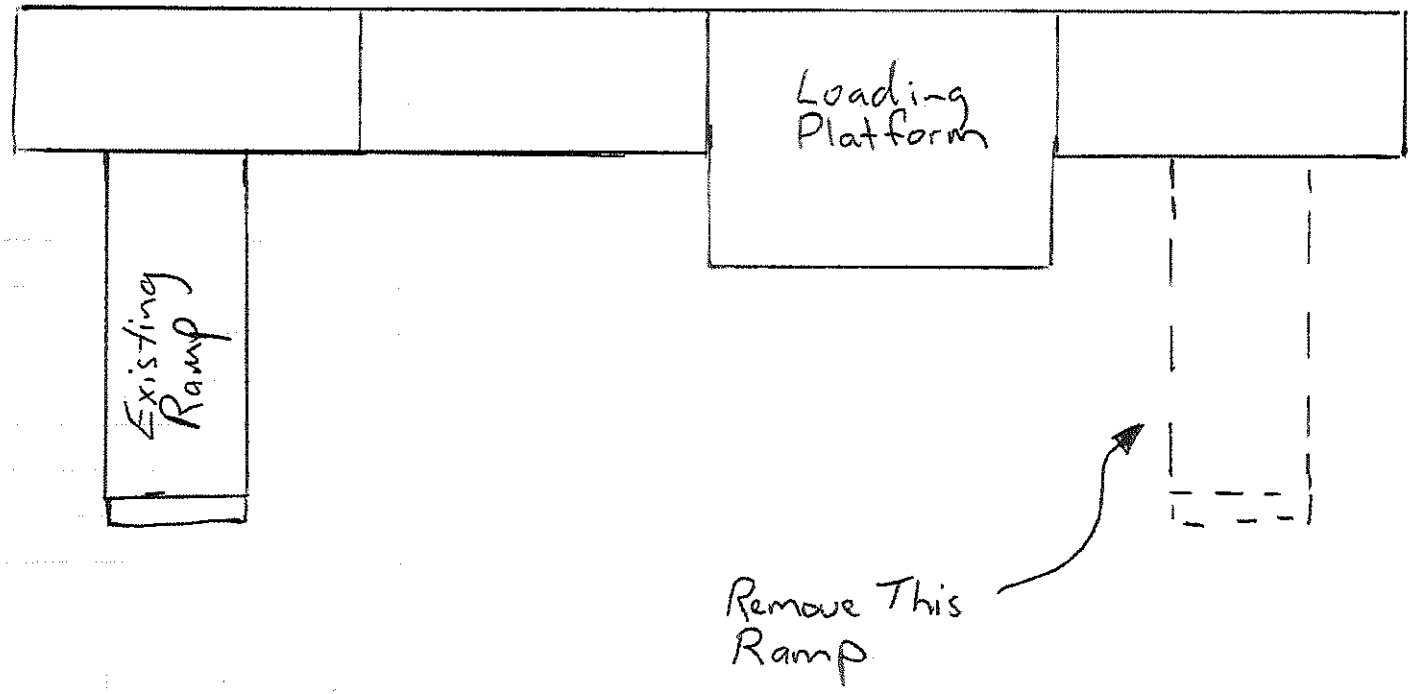
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14) Unless otherwise noted, payment in full is due upon completion. In the event a payment is not made when due, customer agrees to pay a service charge equal to interest at a rate of 1.5% per month or 18% per year from date payment was due to actual date of payment.



*Drawing Not To Scale.

James St Park

Dock Modifications

Google Maps James St



Map data ©2023 , Map data ©2023 20 ft

Remove This Ramp.



James St

Directions Save Nearby Send to phone Share

De Pere, WI 54115

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**February 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Paula Rahn**
SUBJECT:	**Consideration & Possible Action to Approve Amendment to Inner Dimensions Wellness Agreement***

ATTACHMENTS:

- Inner Dimensions Wellness Agreement Amendment 2.8.23 (DOCX)
- 1st Amendment to Contractor Agreement (Inner Dimensions) 2-2023 (DOCX)

CITY OF DE PERE

Community Center | Recreation Department

600 Grant St., De Pere, WI | 920-339-4097 | www.deperewi.gov/communitycenter

To: Board of Park Commissioners

From: Paula Rahn, Recreation Superintendent

Date: February 8, 2023

Re: Consideration of Amending Agreement with Inner Dimensions Wellness, LLC

Staff is requesting the Board of Park Commissioner's review and possible action to approve the amendment to the independent contractual agreement with Inner Dimensions Wellness, LLC. The following is a summary of the changes that have been made to the agreement.

	Original Agreement	**Amended Agreement**
1) Term of Agreement		
	December 6, 2022 – May 31, 2023	December 6, 2022 – December 31, 2023
	Extended agreement through end of 2023.	
2) Payment Terms		
	City shall pay contractor 70% of all base registration fees collected	City shall pay 70% of all registration fees collected
	Weekly and bi-weekly classes have varied rates from resident, non-resident and senior resident rates so adjusted verbiage to reflect the 70% of the varying rates.	
3) Exhibit A		
	Guided Meditation	Weekly & Bi-Weekly Meditation/Yoga Classes
	Mininum of four (4) participants to run	Minimum of five (5) participants to run

In addition to Guided Meditation and its' details in Exhibit A added Weekly & Bi-Weekly Meditative/Yoga classes along with the details of those classes - dates/times/length of classes/costs/class sizes/payment. Also increased from minimum of 4 participants to run a class to 5 participants with instructor discretion to run below the minimum.

Thus far, the Meditative Fusion and Guided Meditation classes have been very well received and running well. Staff have been extremely pleased with the registrations to date.

Thank you for your time and consideration.

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BETWEEN INNER DIMENSIONS WELLNESS, LLC AND THE CITY OF DE PERE

WHEREAS, the City of De Pere, a Municipal Corporation, ("City") and Inner Dimensions Wellness, LLC, a Wisconsin limited liability company, ("Contractor"), are parties to an Independent Contractor Agreement, dated December 12, 2022, between the City and Contractor regarding certain Programming as defined therein ("the Agreement"), which Agreement is incorporated herein by reference.

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement and revise the Contractor compensation structure to allow Contractor to collect a percentage of all resident and non-resident registration fees.

NOW THEREFORE, upon the mutual promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Paragraph 1 of the Agreement is revised to read as follows:
   "The term of this Agreement shall be from December 6, 2022, to December 31, 2023, or until service is completed, whichever occurs first. By mutual consent of the City and the Contractor, and upon the same terms and conditions, the parties may agree to extend this Agreement for subsequent terms."

2. Paragraph 3 of the Agreement is revised to read as follows:
   "City shall pay the Contractor an amount equal to 70% of all registration fees collected for the Programming offered and a $15 miscellaneous fee payable at the beginning of each calendar year to cover supplies or consumables during the term of this Agreement. City shall pay the Contractor in monthly installments."

3. All provisions of the Agreement unchanged by this Amendment shall remain in full force and effect.

Dated this _____ day of _____, 2023.

INNER DIMENSIONS WELLNESS, LLC
By:

_____
Print Name: Roberta S. Jackson
Title: Registered Agent/Owner

CITY OF DE PERE
By:

_____
James G. Boyd, Mayor

_____
Carey E. Danen, City Clerk

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**February 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Chelsea Moberg**
SUBJECT:	**Consideration & Possible Action To Approve Use of QuickScores***

Please see attached memo.

ATTACHMENTS:

- Park Board Memo - Athletics Scheduling (QuickScores) (PDF)
- Service Agreement QuickScores - De Pere WI (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Chelsea Moberg
Date: February 9, 2023
RE: Athletics Scheduling System

Staff recommends the use of QuickScores for our athletics scheduling beginning April of 2023. Using this system will increase the efficiency of athletics scheduling, communication, and roster management. Staff currently hand checked schedules for conflicts and errors after building each one in the registration system. We expect a time-savings of approximately 70-90 staff hours annually and increased participant satisfaction (due to better communication, digital roster viewing, and less errors in schedules).

Key Challenges Addressed:

- Time on Scheduling & Proofing: The time spent scheduling will drop from days to hours per league. Proofing (often the most tedious part) is automatically completed by their system and highlighted for easy fixing.
- Adult League Paper Rosters: Paper rosters are challenging to track & team managers don't have easy access to them. With the option for digital rosters, team managers & our staff will have access from the field to view their rosters.
- Youth League Management: The system will easily set up team communication and roster access for the parent volunteer coaches. It also allows us to tie teams together if a coach has two children in different age groups, preventing their games from being at the same time.
- Rainout/Cancellation Communication: Through their free texting we can send out alerts to anyone registered. This is especially helpful when last minute cancellations are coming through due to weather or facility issues.
- Schedule/Standings Posting: Schedules would post through the QuickScores site and be live as soon as we hit the publish button. Currently all schedules/standings are updated manually, reports run, saved, uploaded to the website, and then published.

Key Services Included: Complex schedule builder, automatic conflict detection, roster management, unlimited emails and texts to active leagues, team roster builders (drag and drop players to teams), brackets, printable scoresheets, imports for teams/rosters, and participant calendar importing.

Cost & Contract: Fees for each league is charged to the City at the start of the league. The cost of use is $7 per team per league. League fees for 2023 were increased to include this cost – none of the scheduling fees would be subsidized by the City of De Pere. No minimum or maximum usage fees (teams, leagues, etc) and no monthly or annual fees. We are not contractually obligated to use their system for any amount of time.

- Adult Basketball – approx. $252 annually
- Adult Kickball – approx. $28 annually
- Adult Softball – approx. $196 annually

- Youth Flag Football – approx. $294 annually

Legal Terms Agreement – The legal team has reviewed the general terms agreement for our use of the system and the company modified their general agreement to meet the request of the legal team.

Other Scheduling Systems Reviewed:

- League Lobster: services were not comparable. Limits to number of teams each month, monthly fees for use, limits to emailing, and a much less robust scheduling system.
- No others were reviewed. Most services on the market are full package (registration, facility, and scheduling management) and do not have a developed scheduling system that can address the complexity of automatically creating sports schedules.

Service Agreement
between QuickScores and City of De Pere, WI

1. Acceptance of Terms

This is a legal agreement ("Agreement") between you, the user, together with any company or other business entity you are representing, if any (collectively, the "Client") and QuickScores LLC. This Agreement governs the access and use of the QuickScores.com website (the Site). If you do not agree to the terms of this agreement, do not use or access the Site.

The Site is offered to Client conditioned upon Client's acceptance without modification of this Agreement. Client acknowledges that, from time to time, it may be necessary for QuickScores to update or revise certain provisions of the Agreement. By joining QuickScores and accepting this Agreement, Client agrees that QuickScores may change the terms of the Agreement in its sole discretion without specific notice to Client. If Client does not agree to the changes proposed by QuickScores, or to any terms in this Agreement, Client's sole and exclusive remedy is to cancel Client's QuickScores account ("Client's Account"). Notwithstanding the foregoing, QuickScores reserves the right to cancel, suspend or refuse access to the Site to anyone in its sole discretion. Unless explicitly stated otherwise, any new features or products that change, augment or enhance the current Site shall be subject to this Agreement.

2. General Use of the Site

Client shall not use the Site, in whole or in part, for any purpose that is unlawful or prohibited by this Agreement. Client agrees to not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another web page, use on any other Website, transfer, or sell any information, software, lists of users, databases or other lists, products or Sites provided through or obtained from the Site other than for use in creating a Website ("Client Website") in accordance with this Agreement. This means, among other activities, that Client agrees not to engage in the practices of "screen scraping", "database scraping", or any other activity with the purpose of obtaining lists of users or other information. Client agrees to not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. Client may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. Except with the written permission of QuickScores, Client agrees to not access or attempt to access password protected, secure or non-public areas of the Site. If Client attempts to access prohibited areas of the Site, Client may be subject to prosecution.

3. Charges and Billing

All fees shall be paid in U.S. dollars.

QuickScores reserves the right to change any fees (which includes, but is not limited to, charging a fee for packages, options, and/or upgrades for which QuickScores does not currently charge a fee) or billing methods at any time, provided, however, that such modifications shall

not take effect earlier than thirty days after QuickScores posts such modification on the QuickScores website. QuickScores also has the right to collect applicable taxes.

Client agrees to pay Client's Account balance on time. Client also agrees to pay any taxes, including sales or use taxes, resulting from Client's use of the Site. Amounts not paid by Client to QuickScores when due will be subject to an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month if Client's payment is more than thirty days past due. That amount is also due immediately. Client is responsible and liable for any fees, including attorney and collection fees, that QuickScores may incur in its efforts to collect any remaining balances due from Client. This Section 3 shall in no way limit any other remedies available to QuickScores. Client also acknowledges and agrees that Client will be billed for and will pay any outstanding balances if Client cancels Client's Account or Client's Account is terminated.

Because we do not invoice until after a league starts, long after QuickScores has provided the service of creating the schedule, there will be no refunds for invoices paid by credit card.

4. Client Registration/Privacy Policy

In order for Client to participate in the Site, QuickScores will require Client to provide specific information about Client and Client's organization. Client agrees to provide true, accurate and complete information and to refrain from impersonating or falsely representing Client's affiliation with any person or entity. Client shall be responsible for maintaining the confidentiality of Client's Account and password and shall be responsible for any and all transactions by users given access to such account or password and any and all consequences of use or misuse of such account and password. Client shall be responsible for all actions by such users, including without limitation former employees and former partners, and shall indemnify QuickScores for such actions as set forth in Section 14.

Any information supplied by Client upon registering for the Site and any other information about Client and/or Client's organization (collectively, "Client Data") is subject to QuickScores' Privacy Policy.

5. Client Account Limitations

Client hereby acknowledges that QuickScores may, from time to time, establish general practices and limits concerning the use of the Site, including without limitation, (a) the maximum limits on bandwidth usage that will be allotted to Client, and (b) maximum limits on storage space. Any of the foregoing limits will be consistent with the Site (including any upgrades) for which Client has registered. Client agrees that QuickScores has no responsibility or liability for the deletion or failure to store any content maintained or transmitted by the Site. Client further acknowledges and agrees that QuickScores reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

6. Content Submitted to QuickScores

The QuickScores Website includes a number of message or communication facilities designed to enable Clients to disseminate information with members of their organization or the general public. QuickScores is under no obligation, but does reserve the right, to monitor, pre-screen, or otherwise censor the content on a Client's website. Therefore, QuickScores cannot be

responsible for the appropriateness, accuracy, sufficiency, correctness, veracity, completeness, or timeliness of any information posted by Client. Client acknowledges that Client should always use caution when posting any personally identifying information about Client or Client's associates on the QuickScores website.

7. Client Conduct

Client's right to use the Site is personal to Client and Client's organization and its employees (if applicable). Client, and not QuickScores, is entirely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Client Content") posted via the Site. Client, and not QuickScores, is also responsible for compliance with all laws, regulations and ordinances connected with all aspects of Client's use of the Site. Client shall not use the Site for any illegal purpose in violation of any local, state, federal or international law. Client must provide all required and appropriate warnings, information and disclosure, comply with all applicable laws and regulations, and take all other required and appropriate actions (collectively, "Information and Actions") in connection with Client's use of the Site. If the Site does not provide adequate facility or features for Client to provide such Information and Actions, then Client shall not use the Site.

QuickScores does not control the Client Content posted via the Site and as such, does not guarantee the accuracy, integrity or quality of such content. QuickScores reserves the right, but is not obligated to review the Client Content posted via the Site and to refuse or remove any such materials in its sole discretion, without notice at any time. QuickScores also reserves the right to disclose any information or materials as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or remove any information or materials, in whole or in part, from the Client Content in QuickScores' sole discretion. With respect to the content on the Client Website, Client agrees not to:

a. post, upload or otherwise transmit any content which is misleading to others or impersonate any person or entity or falsely state or otherwise misrepresent Client's affiliation with a person or entity to others, including, but not limited to, consumers;

b. post, upload or otherwise transmit any content that is inappropriate, harmful to minors, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

c. post, upload or otherwise transmit any content that Client does not have a right to post and transmit under any law or under contractual or fiduciary relationships (such as information learned or disclosed as part of employment relationships or under nondisclosure agreements);

d. post, upload or otherwise transmit any content, such that such posting, uploading, or transmission constitutes the infringement of any patent, trademark, trade secret, copyright or other proprietary rights of any party;

e. post, upload or otherwise transmit any materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment and/or attempt to access the accounts of others, or attempt to penetrate security measures of QuickScores, its vendors

or suppliers or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data;

f. post, upload or otherwise transmit any materials that impose an unreasonable or disproportionately large load on QuickScores' infrastructure that exceed the limits provided by the Site for which Client registered;

g. post, upload or transmit any unsolicited or unauthorized advertising, promotional materials, "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

h. interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;

i. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities Exchange Commission, any rules of national or other securities exchange, including without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

j. forge any headers or other manipulation of identifiers in order to disguise the origin of any content transmitted through the Site;

k. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals;

l. sell, distribute, disseminate or link to any sites for marketing, sales, distribution of: firearms, explosives, ammunition, liquor, tobacco products and any other products or Sites that (i) Client cannot legally sell, (ii) are misrepresented, and/or (iii) if sold via the Client Website could cause QuickScores to violate any law, statute or regulation.

8. Circumventing Fees

QuickScores is a service which charges reasonable fees for creating and/or displaying league schedules and tournament brackets. The Client may not act in such a way as to avoid those fees for schedules and brackets. The following are two such forbidden actions.

a. Posting schedules or brackets as downloadable files - In order to increase the communication between the Client and the Client's athletes, QuickScores allows the Client to post files for downloading from their website. These downloadable files are presumed to be supplementary information such as rules or registration forms. The only restriction on downloadable files is that they may not contain schedules or brackets. QuickScores does not charge for downloadable files, and by posting files that contain schedules and brackets, the Client appears to be trying to avoid paying the fees that QuickScores normally charges. The Client is forbidden from uploading files with league schedules or tournament brackets without the prior expressed consent of QuickScores.

b. Quickly deleting schedule or bracket to avoid fees - In order to learn and become familiar with QuickScores, or simply to experiment with a new and unusual league configuration, the Client may desire to create one or more schedules or brackets. This is acceptable behavior as long as

the schedule is for educational purposes only and those schedules are not used for a real event. It is not acceptable, though, to create a schedule or bracket with the intent to use it for a real event, print or otherwise record the results of the QuickScores software, and then quickly delete the league or bracket from QuickScores in hopes of avoiding detection by the QuickScores billing process.

9. Third Party Content

The Site may contain products, Sites, content and information from third party providers (which includes advertisers and affiliates) and/or links to their websites ("Third Party Content"). Such Third Party Content is not under the control of QuickScores and QuickScores is not responsible for such content, including, without limitation, any link contained in such content, or any changes or updates to such content. QuickScores is under no obligation, but does reserve the right, to pre-screen Third Party Content available on the Site and does not assume any responsibility or liability for the content provided by others. QuickScores is providing such Third Party Content to Client only as a convenience, and the inclusion of such content does not imply endorsement by QuickScores of such content or the affiliate or advertiser. Client may be subject to additional and/or different terms, conditions, and privacy policies when using third party products, Sites, content, software, or sites. QuickScores does reserve the right to remove content that, in QuickScores' judgment, does not meet its standards, but QuickScores is not responsible for any failure or delay in removing such material.

QuickScores is not and will not be responsible for (i) the terms and conditions of any transaction between Client and any third party, (ii) any insufficiency of or problems with any such third party's background, insurance, credit or licensing, or (iii) the quality of Sites performed by any such third party or any other legal liability arising out of or related to the performance of such Sites. In the event that Client has a dispute with any such third party, Client releases QuickScores (and its affiliates, suppliers, agents and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

10. Disclaimer of Warranties

Client expressly understands and agrees that:

(a) Client's use of the Site is at Client's sole risk. QuickScores and its suppliers provide this site, including all content, software, functions, materials and information made available on or accessed through the Site "as is" and without any warranty or condition of any kind, expressed or implied, including, but not limited to, the implied warranty of merchantability, fitness for a particular purpose, title and non-infringement.

(b) QuickScores and its suppliers make no warranty that (i) the site will meet client's requirements, (ii) the site will be uninterrupted, timely, secure or error-free, and (iii) the quality of any products, sites, information or other material purchased or obtained by client through the site will meet client's expectations.

(c) any material downloaded or otherwise obtained through the use of the site, the QuickScores website or client websites is done at client's own discretion and risk, and client will be solely responsible for any damage to client's computer system or loss of data that results from the download of any such material.

11. Limitation Of Liability

Neither QuickScores nor its suppliers is responsible for any of Client's data residing on the Site or QuickScores' suppliers' hardware. Client is responsible for backing-up Client's data and information that may reside on the Site or QuickScores' suppliers' hardware, whether or not such information is produced through the use of the Site. It is Client's responsibility to take the necessary steps to ensure that Client's primary means of business is maintained (if applicable).

12. Proprietary Rights to Client Content

QuickScores does not claim ownership of the Client Content that Client provides to QuickScores and/or places on the Client Website. However, Client grants QuickScores a worldwide, royalty-free, non-exclusive license to (i) host, use, reproduce, modify, distribute, transmit, combine with information provided by third parties, and publicly display the Client Content on and through the Site and in QuickScores' promotional or advertising materials (only for the limited purpose of promoting the Site), and (ii) sublicense to third parties such Client Content to the extent necessary for the creation and maintenance of, in part or in whole, such Websites. No compensation will be paid or due Client with respect to QuickScores' or its sub licensee's use of the materials as licensed above. By posting messages, uploading files, inputting data, submitting any feedback or suggestions, or engaging in any other form of communication with or through any Client Website, Client warrants and represents that Client owns or otherwise controls the rights necessary to do so and to grant QuickScores the license set forth above, and, pursuant to the terms set forth in Section 14, Client will defend and indemnify QuickScores and its suppliers from any third party claim related to a breach of any of the foregoing representations and warranties.

13. QuickScores Proprietary Rights/Software Licenses

Client acknowledges and hereby agrees that the Site and any software used in connection with the Site (the "Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Client further acknowledges and agrees that content contained in sponsor advertisements or information presented to Client through the Site is protected by applicable copyrights, trademarks, Site marks, patents and other proprietary rights and laws.

QuickScores provides Client with a non-exclusive, non-transferable, limited license to use the Software, which Client agrees to use in accordance with this Agreement. Client may not sub-license or charge others to use or access the Software without first obtaining written permission from QuickScores. The Software is owned by QuickScores and/or its suppliers and is protected to the maximum extent permitted by copyright laws and international treaty provisions. Any reproduction, modification, creation of derivative works from or redistribution of the Software is expressly prohibited, and may result in severe civil and criminal penalties. The Software, its structure, sequence and organization and source code are considered trade

secrets of QuickScores and its suppliers and are protected by trade secret laws. Without limiting the foregoing, copying or reproducing the software to any other server or location for further reproduction or redistribution is expressly prohibited. Client may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software provided hereunder.

14. Indemnification

Client agrees to indemnify and hold QuickScores and its suppliers, affiliates, partners, subsidiaries and employees (collectively, the "Indemnified Parties") harmless from any and all claims and demands, losses, liability costs and expenses (including, but not limited to, reasonable attorneys' fees), incurred by an Indemnified Party arising out of or related to (a) Client's breach of this Agreement; (b) any information (including but not limited to Client Data and Client's publicly posted information) submitted, posted, or otherwise provided by Client at the Client Website and/or to QuickScores and/or its affiliates; (c) any dispute or litigation between an Indemnified Party and a third party caused by Client's actions; and (d) Client's negligence or violation or alleged violations of any rights of another. These obligations will survive any termination of Client's relationship with QuickScores or Client's use of the Site. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of QuickScores and/or its suppliers, affiliates, partners, subsidiaries and employees.

15. Copyright and Trademark Notices

All materials of the Site and the Software (as well as the organization and layout of the QuickScores Website) are owned and copyrighted or licensed by QuickScores, its affiliates or its suppliers. All rights reserved. No reproduction, distribution, or transmission of the copyrighted materials of the Site, which includes the QuickScores website and/or the Software, is permitted without the written permission of QuickScores. Any rights not expressly granted herein are reserved.

16. Modification of the Site

QuickScores reserves the right, at its sole discretion, to, at any time, modify, or discontinue the Site, temporarily or permanently, (or any part thereof), including the imposition of limits on certain features and Sites or restriction of access to parts or all of the Site, with or without notice. Client agrees that QuickScores shall not be liable to Client or to any third party for any modification, suspension or discontinuance of the Site. Client further agrees that QuickScores shall have the right to remove any Element from the Client Website, with or without notice to Client, at any time at QuickScores' sole discretion, if QuickScores discontinues offering the Element for any reason. If Client does not agree to any such modifications, Client's sole and exclusive remedy is to cancel Client's Account.

17. Termination/Cancellation of Client Account

Either Client or QuickScores may terminate or cancel Client's Account at any time. All other provisions of this Agreement, which may reasonably be construed as surviving such termination, will survive the termination of this Agreement.

QuickScores may terminate Client's Account if QuickScores determines, in QuickScores' sole discretion, to discontinue offering the Site. Additionally, QuickScores, in its sole discretion, may terminate Client's Website, Client's Account or Client's use of the Site for any reason, including, without limitation, (i) if Client breaches this Agreement, (ii) if QuickScores is unable to verify or authenticate any information that Client provides to QuickScores, or (iii) if QuickScores believes that Client has violated or acted inconsistently with the spirit of this Agreement. If QuickScores terminates Client's Account pursuant to (i), (ii) or (iii) above, Client will forfeit all credits, pre-paid fees, and any other amounts accruing to Client, if any, and QuickScores shall not be required to refund, redeem, or pay amounts to Client upon such termination.

Upon termination of Client's Account for any reason, Client shall remain liable for and QuickScores reserves the right to (a) collect all charges, fees, commitments and obligations incurred or accrued by Client; (b) delete any Client Content, listings, messages or other information in connection with Client's account; (c) prohibit Client's access to Client's Account, including without limitation by deactivating Client's password; and (d) refuse Client future access to the Site. In no event shall QuickScores be required to refund, redeem, or pay amounts to Client upon termination of Site.

Client may cancel Client's Account by sending an email to QuickScores. Client will receive a cancellation confirmation via email after QuickScores processes Client's cancellation request. QuickScores reserves the right to collect fees, surcharges or costs incurred before Client cancels Client's Account in addition to any applicable cancellation fee(s).

18. Notice

Statements, notices and other communications to Client may be made by mail, email, postings within Client's account or other reasonable means. QuickScores may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices generally on the QuickScores Website.

19. General

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. QuickScores' failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Client shall not assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written approval of QuickScores, and any such attempted assignment shall be void. QuickScores shall have the right to freely assign this Agreement, and its rights and obligations hereunder, to any third party without requiring the consent or notice of Client. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and permitted assigns. This Agreement sets forth the entire understanding and agreement between QuickScores and Client with respect to the subject matter hereof. The section and subsection titles in the Agreement are for convenience only and have no legal or contractual effect. Each party is an independent contractor and not an agent or representative of any other party. No party shall have any right or authority to create any obligation or make any representation or warranty in the name or on behalf of any other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership

obligation or liability upon any party. The parties acknowledge and agree that this Agreement may be entered into electronically, and without the necessity of written signatures.

20. Information for California Residents

Under California Civil Code Section 1789.3, California Clients are entitled to the following specific consumer rights information:

Pricing Information - Current rates for using the Site may be obtained by going to the QuickScores FAQ. QuickScores reserves the right to change any fees or to institute new fees at any time.

Complaints - The Complaint Assistance Unit of the Division of Consumer Sites of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

21. Independent Review

Client acknowledges that Client has read this agreement and all related site screens referenced and incorporated in this agreement and that Client agrees to all its terms and conditions. Client has independently evaluated all aspects of this agreement and the desirability of entering into the transactions contemplated in this agreement and is not relying on any representation, guarantee or statement other than those expressly set forth in this agreement.

Agreed to by:

City of De Pere, WI	QuickScores LLC
_____	_____
Signed	Signed
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**February 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Chelsea Moberg**
SUBJECT:	**Consideration & Possible Action to Approve Seasonal Aquatics Updates**

Please see attached memo.

ATTACHMENTS:

- Park Board Memo - Summer Aquatics 2023 (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Chelsea Moberg
Date: February 9, 2023
RE: Updates to Aquatic Facility Rules

After reviewing the facility rules for Legion Pool and VFW Aquatic Facility staff recommends the following updates to rules, policies, and procedures. Any safety or rules updates are in line with current recommendations from aquatic industry standards including sources such as the Model Aquatic Health Code and the American Red Cross. When specific guidance wasn't available from those two sources additional safety research was conducted through any applicable manufacturers, state/federal publications, and in various professional aquatics groups.

Snorkels. Currently all snorkel type goggles are banned from use in both facilities. With support from our certifying body (the American Red Cross), I recommend the following update to our goggle rules:

- **Existing Rule:** No snorkel type goggles in our aquatic facilities.
- **Updated Rule:** Any plastic goggles that cover a combination of the users' eyes and nose are allowed for general use in our swimming facilities by any swimmer able to remove them independently.
    - Restrictions apply when a user is participating in potential high impact activities (such as using the diving boards, inflatables, lily pads, or other amenities).
    - No full-face mask snorkels or goggles made with glass allowed.

Swim Testing & Safety Orientations. Current swim tests protocol is not clearly documented. Staff recommend swim tests be updated to reflect the best practices indicated by the American Red Cross to include a plunge, recovery, treading or floating, and a distance swim. Mandatory testing recommended for swimmers aged 12 and under for access to the deep end or amenities in deep water. A short (5 minute) safety orientation recommended for all rentals with children aged 12 and under prior to swimming.

Tot Pool Usage. Currently some Tot Pool usage has been allowed when the main pools aren't open for public swimming. We are recommending restricting that usage to Open Swim times only. By mirroring the Main Pool schedule, we will reduce the risk of a Tot Pool user slipping into the main pool undetected when surveillance staff is reduced to match the program size. We don't expect this will significantly impact revenue or pool usage.

Rental Bookings. Currently the booking process for pool rentals is filtered through multiple individuals which has led to double bookings and inconsistent information being relayed to renters. To ensure no double bookings and ensure consistency in communication with renters on what to expect we are requesting approval to filter all pool rentals through the Recreation Supervisor in charge of Aquatics. In case of significant absence (longer than 2 business days) bookings would be transferred to the Senior Pool Manager for processing. Otherwise, any requests would be processed in the order they were received on the Recreation Supervisor's return.

VFW Classroom Parties. Staff recommends offering a party option during evening open swim (5:45 – 7:45 PM) Tuesday – Friday at VFW allowing using of the classroom and admission for a maximum of 50 persons as part of the group. Attendance is significantly lower in the evenings Monday – Friday than any other time of day. We don't have concerns regarding hitting capacity during these time periods based on last year's attendance numbers. A fee of $25 per hour for room usage was approved in the 2023 fee schedule.

Family Swims, Special Swims, & Swim Lessons. We move to offer special programming on two nights per week (one night at each pool) featuring a variety of programming. Programs would include private swim lessons, family swims, teen swims, and adult swim lap swim training. This is supported by a significant public request in 2022 for evening swim lesson options in general and family swims at legion pool. Staff selected the days with the lowest overall attendance on average to reduce impact on general pool users. One pool would always be open for general open swim following this plan. On any days that special programming wasn't occurring; general open swim would be held.

VFW Mondays 5:45 – 7:45 PM: Private Swim Lessons, Adult Lap Swim Training
Legion Wednesdays 5:45 – 7:45 PM: Family Swims, Teen Swims, and similar programs

Supporting Data

Pool Attendance Data 2022		
Day of Week	**Average of Legion Total Attendance**	**Average of VFW Total Attendance**
Saturday	151.9	314.5
Sunday	137.3	291.2
Monday	238.6	284.2
Tuesday	183.3	404.5
Wednesday	165.9	329.3
Thursday	207.2	464.1
Friday	176.2	336.2

Most pool use is before 5 PM. This is based on staff observations as specific data for afternoon vs evening swim attendance isn't available for 2020 - 2022 seasons. Supporting data was found in previous years that most of weekday attendance occurs during the daytime open swims.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**February 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Consideration and Possible Action to Approval of Insurance Claim for VFW Pool.***

ATTACHMENTS:

- Memo.VFW Pool Repair (DOCX)
- Adjuster's Organization of Costs (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 16, 2023

RE: VFW Pool Repair

On Friday, November 10 we were informed there was a issue with our maintenance staff while filling VFW Pool for the winter. The issue caused the lower level of the mechanical room to be completely flooded. Once this occurred, we contacted our City Administration, insurance company, and our pool consultant.

The flooding caused damage to seven Frequency Drives, seven Motors and pumps, several GFI outlets and a flow sensor and monitor. Upon review and investigation with our pool consultant and insurance company, it was determined the best course of action would be to replace the frequency drives, motors, GFI outlets, flow sensor and monitor. In addition, it was determined to repair the pumps and seals.

Due to the time needed for delivery, the Frequency Drives have already been ordered. This was done with the approval from our insurance company and City Administration. The rest of the items are waiting for approval and submittal of reimbursement from out insurance company. This should occur in February.

I have included a summary of expenses our insurance company has approved for repair or replacement.

L.J. SHAW
EST. & 1892
COMPANY

1100 S. Main St.
Lombard, IL 60148
Office - 630-932-0707
Fax - 630-932-1392
AWV@LJSHAW.COM

Insured: City of De Pere

Claim Rep.:	Steven Mulholland	Business:	(515) 345-7680
Company:	EMC Insurance Companies IA	E-mail:	claims@emcins.com
Business:	717 Mulberry St Des Moines, IA 50309		
Estimator:	Anthony VanDerHeyden	Cellular:	(847) 946-7608
Company:	LJ Shaw and Company	E-mail:	awv@ljshaw.com
Business:	1100 S Main St Lombard, IL 60148		

Claim Number: Z01758728 **Policy Number:** 5A3-15-78 **Type of Loss:** Water Damage

Date Contacted:	11/15/2022 12:00 AM		
Date of Loss:	11/10/2022 12:00 AM	Date Received:	11/15/2022 12:00 AM
Date Inspected:	11/17/2022 12:00 AM	Date Entered:	11/22/2022 11:31 PM

Price List: WIGR8X_NOV22
Restoration/Service/Remodel
Estimate: CITY_OF_DE_PERE

THIS ESTIMATE IS PENDING REVIEW AND AUTHORITY BY THE INSURER, ANY DELETIONS, ALTERATIONS OR CHANGES IN THE ATTACHED ESTIMATE MUST BE AGREED TO BY THE INSURER. COSTS INCURRED WITHOUT THE INSURER'S PRIOR REVIEW AND APPROVAL WILL NOT BE CONSIDERED FOR PAYMENT.

L.J. SHAW
EST. & 1892
COMPANY

1100 S. Main St.
Lombard, IL 60148
Office - 630-932-0707
Fax - 630-932-1392
AWV@LJSHAW.COM

CITY_OF_DE_PERE

CITY_OF_DE_PERE

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Ground fault interrupter (GFI) outlet	4.00 EA	37.46	3.77	153.61	(0.00)	153.61
To cover removal and replacement od 4 GFI outlets that were underwater						
Insulation in Pump Room*	1.00 EA	195.59	4.41	200.00	(0.00)	200.00
To cover the cost of removing and replacing insulation around pipes that had been submerged						
Carrico Pump Seal and Motor Replacement*	1.00 EA	26,766.00	0.00	26,766.00	(0.00)	26,766.00
This is the cost proposed by Matt Carrico to seal the pumps, and replace the motors. In layman's terms, all moving parts will be brand new, but the housing will be the same.						
Carrico Flow Sensor/monitor replacement*	1.00 EA	2,400.00	0.00	2,400.00	(0.00)	2,400.00
This is the cost proposed by Matt Carrico to replace the 3 flow sensors/monitirs						
Valley Aquatic Variable Frequency Drive Replacement*	1.00 EA	34,250.00	0.00	34,250.00	(0.00)	34,250.00
Valley Aquatic's cost already paid to the CIty of De Pere, for replacement of all Variable Frequency Drives						
City of De Pere Mitigation Labor	1.00 EA	619.65	0.00	619.65	(0.00)	619.65
Total: CITY_OF_DE_PERE			**8.18**	**64,389.26**	**0.00**	**64,389.26**
Line Item Totals: CITY_OF_DE_PERE			**8.18**	**64,389.26**	**0.00**	**64,389.26**

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Summary for Dwelling

Line Item Total	64,381.08
Material Sales Tax	8.18
Replacement Cost Value	**$64,389.26**
Less Deductible	(1,000.00)
Net Claim	**$63,389.26**

Anthony VanDerHeyden

L.J. SHAW
EST. & 1892
COMPANY

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Lombard, IL 60148
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Fax - 630-932-1392
AWV@LJSHAW.COM

Recap by Category

Items	Total	%
GENERAL DEMOLITION	**23.40**	**0.04%**
ELECTRICAL	**126.44**	**0.20%**
MISC. EQUIPMENT - COMMERCIAL	**63,416.00**	**98.49%**
INSULATION	**195.59**	**0.30%**
LABOR ONLY	**619.65**	**0.96%**
Subtotal	**64,381.08**	**99.99%**
Material Sales Tax	**8.18**	**0.01%**
Total	**64,389.26**	**100.00%**

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**February 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Consider and Possible Action to Approve Consultant for Wilson Park Master Plan.***

ATTACHMENTS:

- Memo.Wilson Park Proposals (DOCX)
- De Pere Wilson Park Master Plan.Cedar Corp (PDF)
- Rettler Corporation Proposal_City of De Pere_Wilson Park Master Plan_signed_2-2-2023 (PDF)
- Wilson Park Master Plan.Graef (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 17, 2022

RE: Wilson Park Master Plan

I have included the three proposals we received from consultants regarding the Wilson Park Master Plan. At this point in time, I do not have a summary for you but will provide you with one at the meeting. Upon receiving the proposals we had several questions for each of the consultants and are still waiting answers from them.

Our proposed budget for the project was $10,000.

Cedar CORPORATION



Statement of Qualifications and Proposal

Professional Consulting Services
Wilson Park Master Plan
De Pere, Wisconsin

February 3, 2023

Cedar CORPORATION
Community Infrastructure • Architecture • Environmental Services

1695 Bellevue Street
Green Bay, WI 54311
920-491-9081
www.cedarcorp.com

February 3, 2023

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

RE: STATEMENT OF QUALIFICATIONS AND PROPOSAL FOR WILSON PARK MASTER PLAN

Dear Mr. Kosobucki:

Thank you for the opportunity to submit our proposal to the City of De Pere for the Wilson Park Master Plan project. We are excited to work with your department on this project as it aligns perfectly with the skill sets of our Project Team. Cedar Corporation understands the tremendous opportunity this location may possess due to its location and proximity to residential neighborhoods, the St. Norbert Campus, the west side downtown business district, and other special events.

The project will be managed by Ken Jaworski, who has over 35 years of park planning experience and is long-time member of the Wisconsin Park and Recreation Association. He will be assisted by Senior Planner, Eric Fowle, AICP, who is an accomplished facilitator, planner, and concept designer. In support, the Cedar Corporation Team will include Project Engineer, Justin Keen, PE; Landscape Architect, Dennis Blau, LA; Architect, Sara Hinz, AIA, LEED BD+C; Environmental Manager, Dan O'Connell, PG, CPG; and GIS Specialist, Devin DuCoeur. We are very confident that we will provide the knowledge, experience, and creativity this project requires.

We look forward to working with the City of De Pere Parks, Recreation, and Forestry Department on this project. If you have any questions, please feel free to call us at 920-491-9081.

Sincerely,

Cedar Corporation

Thad Majkowski, PE
Client Manager
thad.majkowski@cedarcorp.com

Ken Jaworski
Senior Consultant/Project Manager
ken.jaworski@cedarcorp.com

TABLE OF CONTENTS



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FIRM OVERVIEW

WHO IS CEDAR?

(CORPORATE BACKGROUND)



LOCATION
1695 Bellevue Street
Green Bay, WI 54311
www.cedarcorp.com

PHILOSOPHY
We recognize that our clients are most concerned with three major issues as they engage the services of consultants - quality, timeliness, cost. Cedar Corporation undertakes each project with a pledge to our clients that they will receive the best value-per-dollar spent on their projects.



Our mission, as a full service design and engineering firm, is to provide the highest standards of design excellence and service to our clients. Our goal is to develop a team relationship between our clients and our staff. We possess the technical expertise necessary to meet the demands of our clients on a timely basis and within budget guidelines.

Repeat business with numerous public and private clients attests to our ability to assemble a team concept with our clients working within their guidelines. Confident of this, we respectfully submit this summary of Cedar Corporation for your review.

SERVICES
Cedar Corporation is a full-service firm with disciplines in engineering, architecture, environmental, planning, economic development, landscape architecture, and surveying. Founded in 1975, the company has grown in size to its present staff of 95. We have continued to grow because of our commitment to providing comprehensive service and effective communication with our clients. Our staff is dedicated to the principles on which the firm was developed: exemplary service to clients, professionalism, and use of state-of-the-art technology.

PROFESSIONAL SERVICES

Cedar Corporation provides a wide range of professional services to deliver projects in the areas of Community Infrastructure, Architecture, and Environmental Services. The categories below call out the nine (9) major areas of service provided to a variety of government and private market sectors. Within the nine categories are nearly 100 types of professional services and/or deliverables. Cedar's value may come in the form of a single service or deliverable, but just as often from an integrated group of services managed to meet our customer's broader needs. At Cedar, we are very confident in our capabilities and expertise to address a wide range of public and private client needs in any of the service groups listed below.

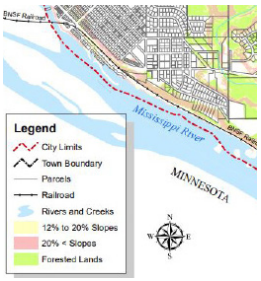
- Architectural Services
- Economic Development
- Environmental Services
- Municipal Engineering
- Planning and Grants
- Structural Engineering
- Transportation Engineering
- Water Resource Engineering
- Wetland Delineations

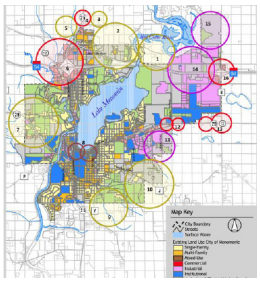
Planning and Grants

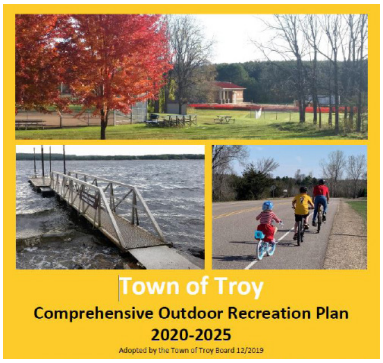
SERVICES













Service Overview

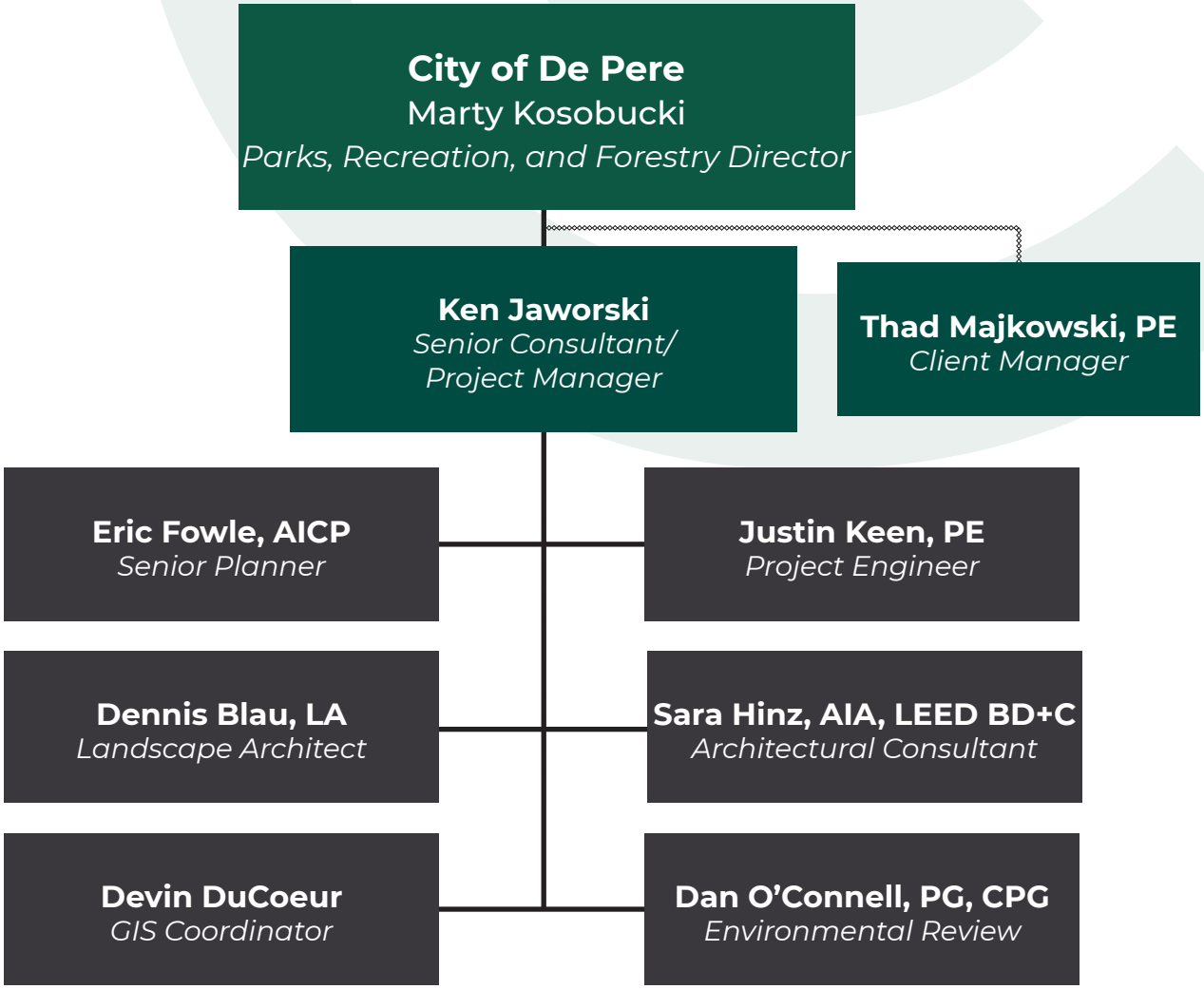
Our planning and grants team helps communities turn their vision into reality by engaging community members, identifying needs, and finding ways to meet those needs with the help of state and federal funding programs.

Expertise

- Comprehensive Plans
- Comprehensive Outdoor Recreation Plans
- Park Site Master Planning
- Municipal Building Needs Assessments
- Zoning Ordinance Administration
- Ordinance Writing and Amendments
- Site Plan Reviews
- Geographic Information Systems
- Grant Writing and Administration
- Project Funding Identification
- Land Use Planning
- Housing Studies
- Meeting Facilitation
- Impact Fees
- Conceptual Site Planning

PROJECT TEAM

PROJECT TEAM



KEN JAWORSKI

Senior Consultant/Project Manager
Total Experience: Since 1983



Ken Jaworski brings over 35 years of experience in community comprehensive planning, land use, natural resource management, park design, and farmland preservation. He is very experienced in zoning ordinance development and zoning administration. Ken specializes in rural community town level planning.

EDUCATION

- Bachelor of Science in Regional Analysis, Co-Major in Geography: University of Wisconsin-Green Bay (1982)

EXPERTISE

- Author or co-author in the development of over 90 Comprehensive Plans within Wisconsin's Smart Growth requirements
- Planning and Zoning Administration
- Highway Corridor Master Plans
- Land Use Plans
- Public meeting facilitation
- Development of comprehensive park and recreation plans
- Park Master Plans
- Greenway Corridor and trail planning
- Intergovernmental agreements
- Farmland Preservation Plans and ordinances (DATCP certified)
- Grant writing and administration
- School district attendance boundary studies
- GIS mapping
- Business development
- Contract negotiation and execution
- Expert testimony



Thad Majkowski has 39 years of experience as a Municipal Engineer and Senior Project Manager providing municipal and civil engineering for various communities. Thad's primary focus is utility (wastewater collection, water systems, and storm sewer), trails/ pedestrian facilities, roadways including WisDOT projects, and construction engineering where he has performed project management, design work, and served as a field and project administrator during construction.

THAD MAJKOWSKI, PE

Director/Client Manager
Total Experience: Since 1984

EDUCATION

- Bachelor of Science in Civil Engineering: University of Wisconsin-Platteville (1983)

EXPERTISE

- Project Manager and Design Engineer for all phases of municipal engineering including road reconstruction, bridge design, box culvert design, utility reconstruction, sanitary sewer and lift station construction, subdivision development, water well, elevated water storage, and stormwater management projects
- Conceptual design through preparation of plans and specifications, bidding, procurement of funding from various state agencies, construction observation, and construction management
- Policy review and implementation of municipal stormwater policies for individual commercial and industrial parcels
- Client Liaison as the point of contact between client and contractors.
- Project Manager of new fire stations, park shelters, municipal buildings, and recreational trails

ERIC FOWLE, AICP

Senior Planner
Total Experience: Since 1991



Eric Fowle brings 30 years of experience in natural resource, economic development, recreation, and transportation planning. He has been involved in the local and regional planning and community development sector, which includes grant writing and administration, as well as program and project management. Eric has worked on projects at nearly every scale: local communities, counties, tribes, and regions.

EDUCATION

- Bachelor of Arts in Urban and Regional Analysis: University of Wisconsin-Green Bay (1992)

EXPERTISE

- Expert knowledge in public participation and community visioning
- Meeting facilitation and public presentation skills
- Coordination and engagement with local elected officials and staff
- Grant writing and administration
- Knowledgeable in securing funding for projects of various size, including community infrastructure improvements, regional and community planning, and development projects
- Extensive knowledge in topics associated with regional and local-level land use, housing, economic development, and environmental planning
- Comprehensive Planning and plan implementation strategies and methods, including the fundamentals of zoning and subdivision regulations
- Comprehensive Outdoor Recreation Plans and park site planning
- Neighborhood planning, riverfront planning, and urban design, including site-level master planning and redevelopment plans
- Competent in data collection, research analysis, and utilization of Geographic Information Systems (GIS)



Sara Hinz's experience offers our team state-of-the-art technical capabilities in design, rendering, and modeling which benefit each of our projects and clients. Sara plays an integral part in many of our projects, working hand-in-hand with our team providing planning, programming, design, and construction services for both traditional and alternative project delivery methods. Through Sara's expertise in sustainable design and LEED, she provides leadership and innovation in design.

SARA HINZ, AIA, LEED BD+C

Architect
Total Experience: Since 2005

EDUCATION

- Associate Degree in Architectural/Residential Design: Northcentral Technical College (2005)

EXPERTISE

- Programming, conceptual planning, facility planning, and project development
- Leadership in sustainable and LEED analysis and design
- Project management of medium complexity projects
- Preparation of construction documentation for new construction and renovations
- Coordination of mechanical and electrical design plans
- Building envelope design
- Accessibility and Building Code Analysis and evaluations
- Construction administration for various project types
- Development of presentation exhibits for planning and design solutions
- Project budgeting and estimating
- Knowledge in architectural/building codes
- Proficient in material, finish, and color selections
- Contract administration for various project and client types for both traditional and alternative project delivery
- Development of project specifications

DENNIS BLAU, LA

Landscape Architect
Total Experience: Since 1985



EDUCATION
- Bachelor of Landscape Architecture: University of Minnesota (1985)
- Royal Melbourne Institute of Technology: Melbourne, Australia Exchange Program

EXPERTISE
- Site design, grading plans, planting plans, and design of exterior environments for municipal, commercial, industrial, and recreational sites
- Urban streetscape
- Park planning/park development/redevelopment
- Boat landing design
- Master planning
- Erosion control plans
- Preparation of presentation graphics for display
- Construction specification
- Assistance with construction supervision

Dennis Blau is a Landscape Architect and specializes in site design for municipal, commercial, industrial, educational, and recreational facilities. Dennis has worked on a variety of projects including athletic fields, multi-purpose trails, signs, boat landings, parks, swimming pools, splash pads, reforestation, and many other projects large and small in size.



Justin Keen provides urban and rural road design, utility (wastewater collection, water systems, and storm sewer) design, and civil site design for residential, commercial, and municipal developments. His expertise includes street and sidewalk design, utility design, and storm water management for public and private infrastructure projects, earthwork analysis, site layout, and grading.

JUSTIN KEEN, PE

Project Engineer
Total Experience: Since 2003

EDUCATION
- Bachelor of Science in Civil Engineering: University of Wisconsin-Madison (2003)

EXPERTISE
- AutoCAD drawings, cost estimates, earthwork calculations, and quantity takeoffs for various public and private infrastructure improvement projects
- Horizontal/vertical alignments, cross sections, typical sections, and intersection designs for street and trail projects
- Regulatory agency and utility company coordination
- DNR and US Army Corp permit applications
- Prepares site, grading, erosion control, and storm water plans
- Designs sanitary, watermain, storm sewer, and storm water facilities
- Prepares permits, specs, and bid documents for various projects
- Performs site observations for infrastructure improvement projects
- Coordinates projects with architects, contractors, developers, other engineering firms, and municipalities

DEVIN DECOEUR

GIS Coordinator
Total Experience: Since 2009

EDUCATION
- Bachelor of Science Environmental Science: Bethany College (2007)

EXPERTISE
- Geographic Information Systems (ArcGIS Pro, ArcOnline, ArcMap, Survey123, Field Maps)
- 3GIS
- Cartography
- Georeferencing paper and digital maps
- Data collection, creation, and extraction
- Database Management
- Remote Sensing
- Digital Mapping and custom Web App creation
- Municipal to Statewide mapping
- Deed Plotting
- Fiber Optic design interpretation
- Technical Writing



Devin DuCoeur has 13 years of diversified GIS experience ranging from maintaining county land information to creating data for statewide infrastructure to designing content for online mapping. He has a talent for interpreting a client's needs and ideas into geospatial representations that are functional and informative. Devin's experience includes GIS mapping, geoprocessing, data collection and management, and diversified supporting tasks.



Dan O'Connell is a Professional Geologist and Cedar Corporation's Environmental Lead and is well-versed in a wide variety of environmental projects including environmental due diligence, environmental site investigations and remediation, environmental permitting, and compliance.

DAN O'CONNELL, PG, CPG

Environmental Team Lead
Total Experience: Since 2008

EDUCATION
- Master of Science in Environmental Management: University of Denver (2022)
- Bachelor of Science in Geology and Environmental Studies: University of Wisconsin-Oshkosh (2008)

EXPERTISE
- Environmental project and client management
- Per- and Polyfluoroalkyl Substances (PFAS)
- Sustainability planning
- Industrial and municipal environmental compliance
- Environmental management systems
- Emergency environmental response and reconnaissance
- Landfill monitoring and maintenance
- Brownfield redevelopment and grant writing
- Municipal well field analysis
- Soil and groundwater remediation
- Vapor intrusion assessments
- Phase I and II Environmental Site Assessments

SCOPE OF SERVICES

SCOPE OF SERVICES

Cedar Corporation understands the importance of even small recreational spaces within an urban environment. Access to greenspace for recreation, exercise, and respite from everyday urban living is critical to providing a high quality of life. Even though Wilson Park is classified as a "mini-park" (1 acre or less), its proximity to the St. Norbert College campus as well as the west side downtown environment offers many potential uses that are beyond those of a typical mini-park. Furthermore, with Wilson Park being the City's first park, it calls out a need for emphasis on the City's history when 'refreshing' this space. Therefore, our approach would be built upon the concept of "placemaking" to help re-shape this public space so that it strengthens the connections between people and place. Maximizing value, encouraging creative thinking, capitalizing on community assets, and contributing to the community's health, happiness, and well-being are all top of mind for our Project Team.

Cedar Corporation understands, and is comfortable with, the scope of services being requested through the RFP. However, we would like to elaborate on a few of the process elements which we feel are unique to our approach and are critically important to delivering the high-quality end-product that the City desires.

KICK-OFF MEETING

Cedar Corporation will attend a kick-off meeting between the Project Team and City staff to gather additional information, insights, and recommendations on timelines and completion dates. We would expect that this project, if started in April 2023, could be completed as early as July 2023.

DATA COLLECTION

Cedar Corporation will collect, input, and present all data and land information as listed in the RFP using GIS tools, with the data being made available to the City once the project is completed. If counters are available from the City, we would like to include an assessment of pedestrian and bicycle user activity at various times of the day and week to better assess current usage. We will assess the need for soil testing which is included in the Proposed Fee Schedule. Should soil tests be required, that cost will be determined after the initial review.

COMMUNITY INPUT

Cedar Corporation, in concert with City Staff, will conduct a single meeting with all stakeholder representatives at the Wilson Park site to determine how it can best serve the community. We will develop and conduct an on-line survey of residents, businesses, and organizations which lie within the park's ¼ mile service area. A direct mailing from the City will be desired to improve survey response. An on-site visioning workshop to gather ideas from the general public/park users is also offered for an additional fee.

DEVELOPMENT AND PRESENTATION OF TWO DRAFT PLANS

The Project Team will develop and present two (2) draft concept plans to the Board of Parks Commissioners and Stakeholders which take into consideration all community and stakeholder input on themes, high-priority amenities, and accepted park standards. Each draft concept plan will include supporting information related to community/stakeholder input, accepted and proven park designs from other projects, and consideration of local, statewide, and national recreation trends. Preliminary cost-estimates will be prepared and provided for each of the two concept plans. We expect that the Board will either select one of the two concepts to move forward with, or they may desire a 'hybrid' concept plan using the best features of both drafts.

REVISION TO ONE DRAFT PLAN/HYBRID PLAN

Based on the above meeting feedback, a single, refined, concept plan (recommended plan) will be prepared along with refined cost-estimates for park improvements.

PREPARATION AND PRESENTATION OF RECOMMENDED PLAN

Cedar Corporation will present the recommended plan to the Board of Park Commissioners for approval and will provide the final documents as required in the RFP, including 2-D drawings, 3-D renderings, and an action plan for implementation of the recommended improvements.

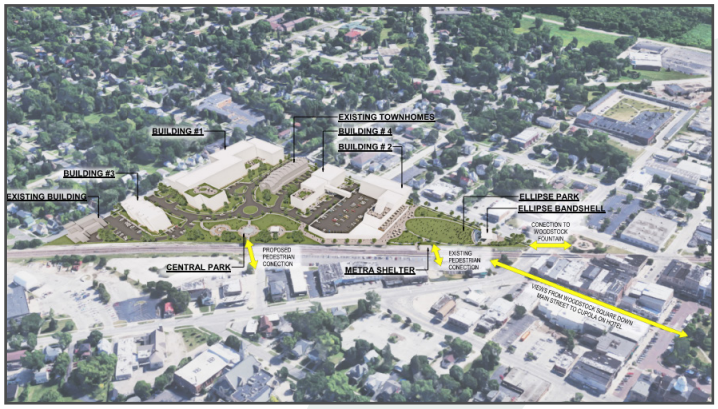
BUILDING INFORMATION MODELING

THREE-DIMENSIONAL DESIGN

A three-dimensional view tells a story and is another part of our communication process.

BIM Revit allows us to utilize traditional and three-dimensional views to aid in the planning, design, and construction process.





INTEGRATED DESIGN

- Understanding of opportunities and constraints
- Effective communication and understanding
- Opportunity to review options and visualize
- Utilizing BIM to focus the team
- Focus on document quality/coordination
- Increased collaboration
- Improved cost estimating and budgeting

COORDINATION

- Maximized efficiency
- Improve project scheduling and phasing coordination
- Reduce unforeseen conditions/conflicts and risk
- Staging and prefabrication opportunity integration
- Reduced waste and increased sustainability
- Integrated project delivery
- Faster project delivery





PROJECT EXPERIENCE

WISCONSIN

GREENVILLE

SINCE 1848

Community Park Master Plan

Greenville, Wisconsin

(contact information can be found on page 23)

Cedar Corporation was retained by the Village of Greenville to provide park planning services for the Village's oldest park called "Community Park". The Park is a 20 acre park used most often by a local youth sports group. The Park is fully developed. We worked closely with the park committee to develop several reuse concepts to be developed in a phased approach. The accepted plan recommends a major reuse of areas for recreational facilities that will better serve the community downtown area.





Hika Park Master Plan

Jackson, Wisconsin

(contact information can be found on page 23)

The Village of Cleveland Plan Commission hired Cedar Corporation to provide professional planning services to update the Park Site Master Plan for Hika Bay Park and Dam Impoundment on the shores of Lake Michigan. The Park includes over 1,000 ft. of shoreland and is a popular place to enjoy the passive beauty of the Lake Michigan, providing access for boats, canoes and kayaks.

Cedar Corporation was contracted to provide the following services.

- Review existing plans and studies related to Hika Park and the waterfront.
- Design and lead a process which includes strong public collaboration on park uses and development goals.
- Assist the Village with preparation of a Hika Park Master Plan that will serve as the foundation for future park decisions and improvements.

The Master Plan Update was created with input from stakeholders, the public and the Village's Plan Commission. Hika Park is comprised of three (3) distinct areas referred to as the Hika Boat Launch and Pavilion, Hika Sands and the Centerville Creek Restoration Area.







Bedford Heights Park Master Plan

Bellevue, Wisconsin

(contact information can be found on page 23)

Cedar Corporation worked with the Village of Bellevue's Parks, Recreation, and Forestry Department to organize a series of informational meetings with the residents of the Bedford Heights Subdivision to gather input on the design of a new park. The 3.5 acre parcel was identified as a mini-park in the Village's Comprehensive Outdoor Recreation Plan.

Cedar was involved in leading subdivision residents in a series of exercises that identified and prioritized park amenities resulting in two conceptual site plans. The residents voted on the preferred concept that included walking trails, a gazebo, children's playground equipment, a prairie area, berm for children to play on, and a gaga court. The Bedford Heights Park construction phase was completed in Fall 2019.



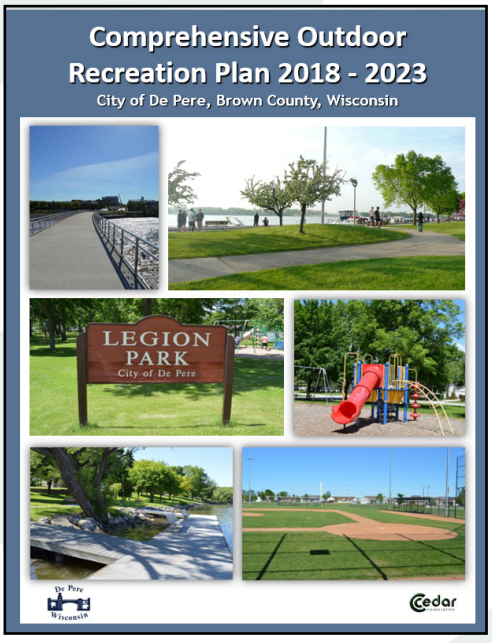


Comprehensive Outdoor Recreation Plan Update

De Pere, Wisconsin

The City of De Pere contracted with Cedar Corporation to update the City's Comprehensive Outdoor Recreation Plan. The review included 38 city-owned parks consisting of about 465 acres of land. Parks range from mini-parks, community parks, neighborhood parks, large urban parks, special areas, boat launches, and natural resource areas. Cedar Corporation provided the following:

- Assessed existing parks, amenities, facilities, and acreage to determine future needs
- Reviewed park service areas to determine underserved areas
- Identified areas for future parks
- Researched community demographics to analyze population forecasts and age of residents
- Reviewed a variety of existing City of De Pere, Brown County, and surrounding community plans relevant to the Comprehensive Outdoor Recreation Plan Update
- Provided a variety of maps showing park locations, classifications, and service areas
- Prepared recommendations for park improvements and provided cost estimates for the improvements
- Identified funding programs for park improvements
- Worked with City staff throughout the planning project
- Held a public informational meeting
- Surveyed park users and stakeholders
- Reviewed park dedication policies
- Presented updated plan to the Board of Park Commissioners
- Prepared a draft and final Comprehensive Outdoor Recreation Plan in accordance with WDNR funding City of De Pere Comprehensive



REFERENCES

REFERENCES

VILLAGE OF GREENVILLE
W6860 Parkview Drive
Greenville, WI 54942

Tony Nowak, Director of Parks and Forestry
tnowak@townofgreenville.com
920-757-7276

Professional Relationship: Village Engineer

VILLAGE OF CLEVELAND
1150 W Washington Ave
Cleveland, WI 53015

Stacy Grunwald, DPW/Clerk/Treasurer
sgrunwald@clevelandwi.gov
920-693-8181

Professional Relationship: provide periodic engineering and planning services, as requested

VILLAGE OF BELLEVUE
2828 Allouez Avenue
Bellevue, WI 54311

Ben Krumenauer, Administrator
bkrumenauer@villageofbellevuewi.gov
920-593-5512

Professional Relationship: Village Engineer

PROJECT COST

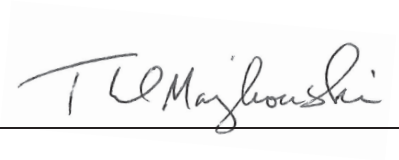
Proposed Fee Schedule

Company Name: Cedar Corporation

Company Address: 1695 Bellevue Street

Company Address: Green Bay, WI 54311

Company Representative: Thad Majkowski, PE

Signature: 

Item	Fee
Master Park Plan for Wilson Park	$14,900

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

Item	Cost
Wilson Park On-Site Visioning Workshop	$2,200
Geotechnical Soil Borings, if required	TBD

ATTACHMENT A: INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE 3/21/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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	CONTACT NAME: Emily Tuschl	
Indianhead Insurance Agency, Inc. 3101 Schneider Ave. Ste 2 P.O. Box 99 Menomonie WI 54751	PHONE (A/C, No, Ext): (715)235-6131	FAX (A/C, No): (715)235-4208
	E-MAIL ADDRESS: etuschl@indianhead-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hanover Insurance Group	
INSURED Cedar Corporation 604 Wilson Ave. Menomonie WI 54751	INSURER B : Allmerica Financial Benefit	41840
	INSURER C : Citizens Insurance Company of America	31534
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			ZB1D869254	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AW1D870006	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined single	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UH1D869255	4/1/2022	4/1/2023	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WB1D828037	4/1/2022	4/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

Example Cert

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Emily Tuschl/EMILYT

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CERTIFICATE OF LIABILITY INSURANCE

DATE 2/17/2022

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

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

PRODUCER CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	**CONTACT NAME:** Joy Langer **PHONE (A/C, No, Ext):** 612-349-2449 **FAX (A/C, No):** **E-MAIL ADDRESS:** jlanger@csdz.com
INSURED Cedar Corporation 604 Wilson Ave Menomonie, WI 54751	CEDACORI

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 428858626 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** **N / A** **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Architects & Engineers Professional Liability Claims Made			RDP0046159	3/4/2022	3/4/2023	Each Claim Annual Aggregate	$3,000,000 $5,000,000

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

For bid purposes.

CERTIFICATE HOLDER

Sample Company
Sample Address
Sample City/State/Zip

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Will Reef

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

ATTACHMENT B: CONSULTANT AGREEMENT

Project No. 5137-012
Date: February 2, 2023

Confirmation of Client Request for Services between Cedar Corporation (ENGINEER/PLANNER) and City of DePere (CLIENT)

Authorization to Perform Professional Engineering and Planning Services

ENGINEER is hereby authorized to proceed with the project listed below. The services are to be completed in a timely manner mutually agreeable with the CLIENT and ENGINEER.

Project: Wilson Park Master Plan

Scope of Work: ENGINEER/PLANNER will develop a Master Plan for Wilson Park.

Project Understanding and Scope of Work are attached – *Attachment A.*

Method of Compensation: Work will be completed on a Time & Materials basis for $[TBD], (not-to-exceed without prior approval of CLIENT).

Cedar standard rate table is attached – *Attachment B.*

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

Timetable: Work will be completed [TBD].

Cedar standard conditions attached – *Attachment C*.

THIS AGREEMENT is hereby approved and executed this ____ day of _____, 20___.

CITY OF DEPERE	CEDAR CORPORATION
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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Project No. 5137-012
Date: February 2, 2023

Attachment A

Scope of Work

Project Understanding:

See the attached Proposal, included as Attachment A.

Scope of Work:

ENGINEER/PLANNER will complete the following Scope of Work for the Project.

See the attached Proposal, included as Attachment A.

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Project No. 5137-012
Date: February 2, 2023

Attachment B

Schedule of Hourly Rates

Below is a copy of Cedar Corporation's Fee Structure for 2022. This rate schedule fee structure is adjusted annually in January and included with the March billing of each year.

TITLE	RATE
Principal	$195.00
Director	$185.00
Senior Project Manager / Senior Architect	$175.00
Lead Project Manager / Lead Senior Planner	$165.00
Senior Engineer	$155.00
Project Manager III	$150.00
Senior Construction Manager / Project Manager II	$140.00
Project Engineer III / Architect II	$135.00
Project Manager I	$130.00
Landscape Architect / Scientist/Geologist IV / Architect I	$125.00
Project Engineer II / Senior Planner / Construction Manager	$125.00
Technician V	$120.00
Scientist/Geologist III / Project Engineer I / Technical Specialist	$115.00
Professional Land Surveyor II / Technician IV	$110.00
GIS Specialist II / Planner II	$105.00
Staff Engineer II / Professional Land Surveyor I	$105.00
Scientist/Geologist II / Technician III	$100.00
Staff Engineer I / Surveyor	$ 95.00
Scientist/Geologist I / Technician II	$ 90.00
GIS Specialist I / Environmental Technician I	$ 85.00
Planner I / Technician I / Project Assistant II	$ 85.00
Project Assistant I	$ 80.00
Admin Assistant / Intern	$ 75.00

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Vehicle Mileage	$0.62/mile*
GPS/Robotic Survey Equipment	$35/hour
Aerial Drone	$225/hour
Hydrone	$70/hour

*Mileage reimbursement is subject to adjustment during the calendar year based on the IRS standard mileage rate.

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT. 2023 will be utilized.

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Project No. 5137-012
Date: February 2, 2023

Attachment C - Standard Conditions

PART I - DESCRIPTION OF SERVICES

1.1 CEDAR CORPORATION agrees to provide professional services for the PROJECT as more completely described in this Agreement.

1.2 CEDAR CORPORATION agrees to provide all professional services within a reasonable period of time following the date of authorization to proceed by OWNER. If a special time schedule must be met for a PROJECT, it shall be specifically set forth in this Agreement.

PART II - CLIENT'S RESPONSIBILITIES

Client, at its expense, shall do the following in a timely manner so as not to delay the services,

2.1 INFORMATION/REPORTS

Furnish Cedar Corporation with all reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to the Project. Unless otherwise specified in Part I, Cedar Corporation may rely upon Client-furnished information without independent verification in performing the Service.

2.2 REPRESENTATIVE

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the services.

2.3 GIVE NOTICE

Give prompt written notice to Cedar Corporation whenever Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect performance of services under this Agreement.

PART III - BILLING, AND PAYMENT

3.1 Cedar Corporation will periodically bill the client with net payment due in 30 days. Unless Client provides Cedar Corporation with a written objection to the bill within 15 days of receipt, Client shall be deemed to accept the bill as submitted.

3.2 Where Client disputes some portion of the charges contained in Cedar Corporation's bill for services, he shall make payment of that portion of the bill which is undisputed. In no case may Client elect to withhold payment to Cedar Corporation of the entire amount due.

3.3 If Client fails to make any payment due Cedar Corporation for services and expenses after receipt of Cedar Corporation's bill therefore, the amounts due Cedar Corporation shall bear interest from invoice date at the rate set forth in this agreement, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of Cedar Corporation. In addition Cedar Corporation may, after giving ten (10) days written notice to Client, suspend services under this agreement until paid in full all amounts due under this agreement. In the event Client does not pay, or does not pay timely, Cedar Corporation shall be entitled to collect from Client all amounts due plus expenses, including but not limited to attorney fees, incurred by Cedar Corporation in connection with collection efforts, in addition, the reasonable value of Cedar Corporation's time spent in connection with collection efforts, computed at Cedar Corporation's prevailing fee schedule.

PART IV - STANDARD TERMS AND CONDITIONS

4.1 STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. Professional services are not subject to, and Cedar Corporation cannot provide any warranty or guarantee, either express or implied. Any such warranties or guarantees contained in any purchase orders, Client action, requisitions or notices to proceed issued by Client are specifically objected to by Cedar Corporation.

4.2 CHANGE OF SCOPE. The Scope of Services set forth in this Agreement and in any addenda to the Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined.

4.3 SAFETY. Cedar Corporation has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Cedar Corporation specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Cedar Corporation employees.

4.4 DELAYS. If events beyond the control of Client or Cedar Corporation, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of god or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement or in any Addenda to this Agreement, then such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Cedar Corporation shall be entitled to an equitable adjustment in compensation.

4.5 TERMINATION. Either party may terminate this Agreement at the end of the term hereof, or any extension thereof, upon 30 days written notice to the other party as provided at PART I above.

Also, this Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar day's written notice of intent to terminate and an opportunity for correcting the default and for consultation with the terminating party before termination. If Cedar Corporation terminates as a result of Client default or the Client terminates for cause, Cedar Corporation shall be paid for services performed to the termination date including reimbursable expenses due. Upon receipt of the terminating action, Cedar Corporation shall promptly discontinue all services unless the notice directs otherwise, and upon receipt of final compensation make available to Client all appropriate documents prepared under the Agreement whether completed or in process.

4.6 OPINIONS OF PROBABLE CONSTRUCTION COST. Any opinion of probable construction costs prepared by Cedar Corporation is supplied for the general guidance of the Client only. Since Cedar Corporation has no control over competitive bidding or market conditions, Cedar Corporation cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.

4.7 RELATIONSHIP WITH CONTRACTORS. Cedar Corporation shall serve as Client's professional representative for the services, and may make recommendations to Client concerning action relating to Client's contractors. However, Cedar Corporation specifically disclaims any authority to direct or supervise

the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.

4.8 CONSTRUCTION REVIEW. For projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the municipal project permits errors or omissions to be identified and corrected at comparatively low cost. Client agrees to hold Cedar

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Corporation harmless from any claims resulting from performance of municipal services by persons other than Cedar Corporation.

4.9 INSURANCE. Cedar Corporation will maintain insurance coverage for Professional Liability, Comprehensive General, Automobile, Workers Compensation, and Employer's Liability in amounts in accordance with applicable legal requirements as well as Cedar Corporation's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

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

To the fullest extent permitted by law, Client shall indemnify and hold harmless Cedar Corporation, Cedar Corporation's officers, directors, partners, employees, and Cedar Corporation's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

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

4.11 HAZARDOUS MATERIAL. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Cedar Corporation and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Project scope of work. Cedar Corporation agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. Client acknowledges and agrees that it retains title to all hazardous material existing on the site and shall report to the appropriate federal, state or local public agencies, as required, any conditions at the site may present a potential danger to the public health, safety or the environment. Client shall execute any manifests or forms in connection with transporting or storage and disposal of hazardous materials resulting from the site or work on the site or shall authorize Cedar Corporation to execute such documents as Client's agent. Client waives any claim against Cedar Corporation and agrees to defend, indemnify, and save Cedar Corporation harmless from any claim or liability for injury or loss arising from Cedar Corporation's discovery of unanticipated hazardous materials or suspected hazardous materials.

4.12 ACCESS. Client shall provide Cedar Corporation safe access to any premises necessary for Cedar Corporation to provide the services.

4.13 REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the project by Client for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Cedar Corporation for the specific purpose intended, shall be at the Client's risk. Further, all title blocks and the engineer's seal, if applicable, shall be removed if and when Client provides deliverables in electronic media to another entity. Client agrees that relevant analyses, findings and reports provided in electronic media shall also be provided in "hard copy" and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days in which to check the hard copy against the electronic media. In the event that any error or inconsistency is discovered within such thirty (30) day period it shall be corrected at no additional cost to Client. Following the expiration of this thirty (30) day period, Client shall bear all responsibility for the care, custody and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media, which Client acknowledges to be of only limited duration. Client agrees to defend, indemnify, and hold harmless Cedar Corporation from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client. Cedar Corporation agrees that all plans, engineering designs, electronic and computer data and imagery relating to Client's projects are the property of the Client and shall be presented to Client at no additional cost upon written request.

4.14 AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

4.15 ASSIGNMENT. Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

4.16 DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this agreement by discussion between the parties senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non- binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs, including attorneys' fees from the other party.

4.17 NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

4.18 NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's municipal project contractors.

4.19 SEVERABILITY. The various terms, provisions and covenants contained in this Agreement or any addenda shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

4.20 AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

4.21 OTHER. Cedar Corporation reserves the right to enter into agreements with other design professionals for portions of the work included under this Agreement. Where this subagreement would represent a major portion of the design work, Cedar Corporation shall receive approval of Client for this subagreement.

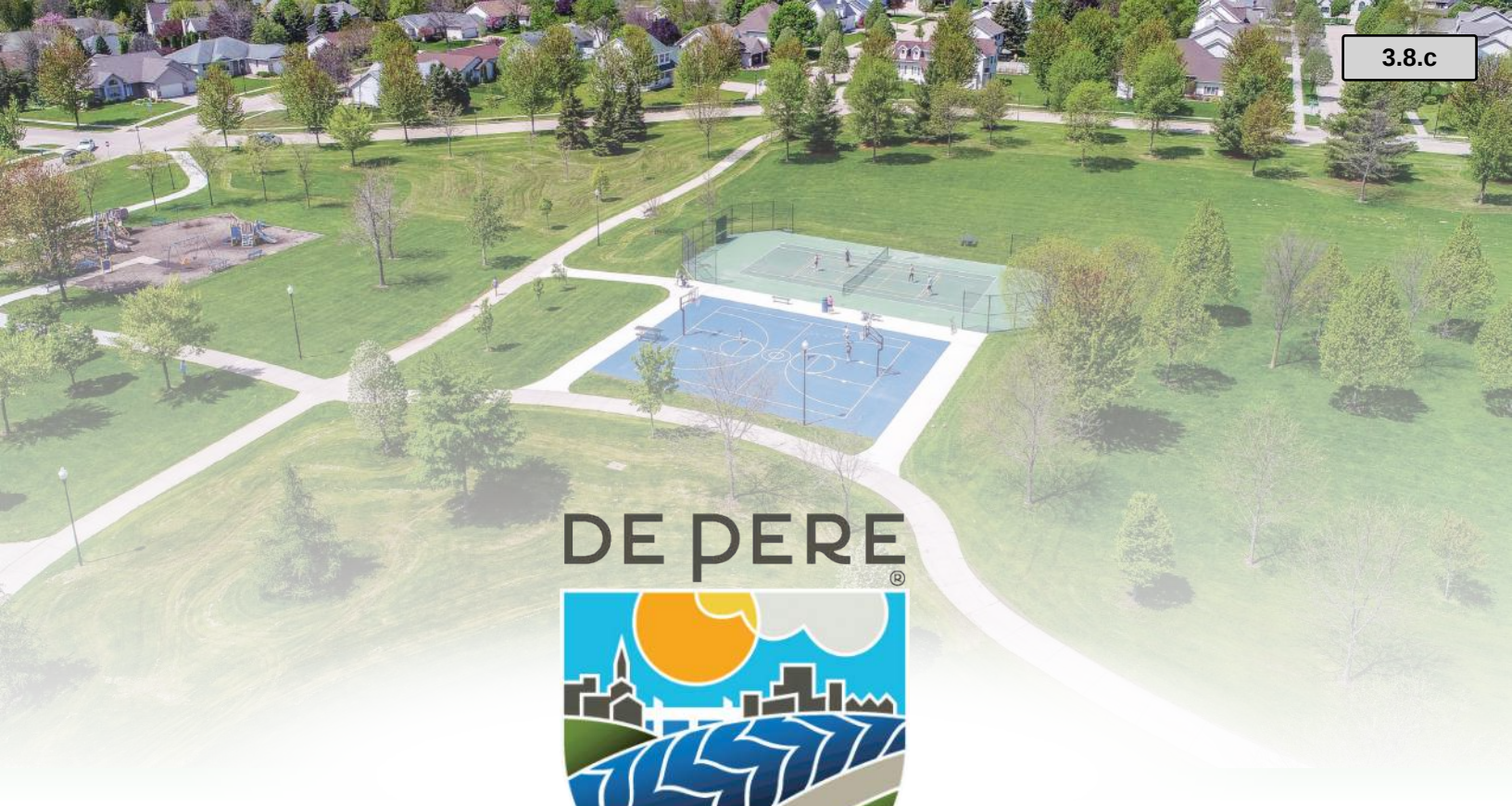
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Cedar
CORPORATION

BUILDING TRUST

YOUR PROJECT • OUR PASSION

1695 Bellevue Street
Green Bay, WI 54311
920-491-9081
www.cedarcorp.com



DE PERE®

CITY OF DE PERE
WISCONSIN

PROPOSAL FOR PROFESSIONAL SERVICES
WILSON PARK MASTER PLAN







RETTLER corporation

your vision. our design.

RETTLER corporation

February 3, 2023

Marty J. Kosobucki
City of De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54415

Re: City of De Pere - Rettler Corporation Professional Services Proposal
Wilson Park Master Plan

Dear Mr. Kosobucki:

For development of the master plan for Wilson Park, the De Pere Park, Recreation and Forestry Department will benefit from a consultant that has:

- ✓ *The ability to work closely with City staff, the Park, Recreation and Forestry Committee and public stakeholders.*
- ✓ *An understanding of the existing park surroundings and can successfully develop a plan that has connectivity to those surroundings.*
- ✓ *Consistently developed park master plans that are sustainable and feasible.*

Key attributes of the team Rettler Corporation has assembled to meet your needs, and the needs of the community include:

- ✓ *A project manager with expertise in public involvement including the ability to leverage relationships with you and all other project stakeholders to define clear expectations and project goals.*
- ✓ *Experience providing the City of De Pere and Wisconsin communities with services including developing cohesive master plans that include maintaining the natural and environmental significance of each park.*
- ✓ *A firm that has over 33 years of design creativity and experience completing park and recreation planning, design and construction projects for municipal clients throughout the state of Wisconsin.*

Upon review of the enclosed information, please contact our office if you require additional information or have any questions. We are available to present our firm's qualifications at your convenience.

Thank you for this opportunity and we look forward to assisting you and your community in this dynamic project.

Sincerely,



John V. Kneer, PLA, ASLA
President
Email: jkneer@rettler.com



SERVICES

LANDSCAPE ARCHITECTURE

CIVIL ENGINEERING

LAND SURVEYING

CONSTRUCTION MANAGEMENT

AT A GLANCE

3,200+

Projects

19

Team Members

34

Years of Service

1

Location in Stevens Point, WI

FIRM OVERVIEW

Rettler Corporation is a progressive firm specializing in site design and development. Our comprehensive range of services and commitment to building partnerships provide clients with the expertise they need to turn their visions into reality.

Rettler Corporation has provided clients with a variety of design and planning services for over 30 years. Our services include landscape architecture, civil engineering, land surveying and construction management. Within these disciplines, we provide master planning, engineering, sports architecture, utility and street design, storm water analysis and management, irrigation design, and landscape design. Our firm employs 19 people including two Professional Land Surveyors, three Professional Engineers and four Professional Landscape Architects.

Our multidisciplinary staff has extensive experience and the most up-to-date technology to creatively design projects that meet the aesthetic and functional needs of each client. We insist on quality and clarity. Equally important, we have a passionate commitment to creating solid partnerships with our clients. We strive to understand their needs and work closely together to address them.

With creative and innovative solutions, Rettler Corporation takes pride in constantly adapting our concepts and processes to preserve and enhance the existing landscape while meeting our clients' needs.

RETTLER



John Kneer, PLA

PRESIDENT | LANDSCAPE ARCHITECT

23 YEARS OF EXPERIENCE

EDUCATION

B.S. Landscape Architecture,
University of Wisconsin-Madison

LICENSES

Professional Landscape Architect
in WI # 57662, IL, MN, & IA

ASSOCIATIONS

American Society of Landscape Architects

WI, IL, MN, & IA Society of Landscape Architects

Council of Landscape Architectural Registration Boards

City of Waupaca Plan Commission & Park Board (previous member)

RETTLER corporation

Through landscape architecture, site planning, and project management, John creates a unique sense of place for each project. His projects foster positive environments for end users that enhance their experience by incorporating both function and aesthetics. John's comprehensive expertise and knowledge of facility planning lend themselves to high-quality, innovative solutions. His project development foresight and expertise are invaluable in promoting lasting relationships and a positive client experience.

SELECT PROJECT EXPERIENCE

- Brown County Fairgrounds Master Plan — De Pere, WI
- Creekview Park Master Plan — Little Chute, WI
- Erb Park Master Plan — Appleton, WI
- Jaycee Park West Master Plan — Oregon, WI
- Klipstine Park — Ashwaubenon, WI
- Lake Pacawa Master Plan — Plover, WI
- Ledgeview Park — Town of Ledgeview, WI
- Linwood Park Master Plan — Appleton, WI
- Linwood Park Tennis Court Master Plan — Appleton, WI
- Lower Telulah Park Master Plan — Appleton, WI
- Memorial Park Master Plan — Appleton, WI
- Plamann Park, Dog Park, and Mosquito Hill Master Plans — Outagamie County, WI
- Richard E. Maslowski Community Park — Glendale, WI
- South Park Master Plan — Oshkosh, WI
- Swan Park Master Plan — Waupaca, WI



Chase Rettler, PE

PARTNER | CIVIL ENGINEER

8 YEARS OF EXPERIENCE

EDUCATION

B.S. Civil Engineering,
University of Wisconsin-Platteville

LICENSES

Professional Engineer
in WI # 1512335

RETTLER corporation

As a partner of the firm and design team leader, Chase works with his colleagues and clients to provide site planning, design engineering, permitting, and construction administration for commercial, K-12, and higher education projects. His comprehensive understanding of regulatory review processes promotes a seamless transition from planning into construction. Chase's detailed focus on plans, specifications, and estimating act as a framework for successully developing projects synonymous with Rettler Corporation's philosophy of quality, honesty, and efficiency.

SELECT PROJECT EXPERIENCE

- Ashwaubenon Sports Complex Plaza Redevelopment — Ashwaubenon, WI
- City of Appleton Parks — Appleton, WI
- De Pere High School Athletic Stadium — De Pere, WI
- Jaycee Park West Master Plan — Oregon, WI
- Klipstine Park Redevelopment — Ashwaubenon, WI
- Lake Pacawa Master Plan — Plover, WI
- Lower Telulah Park Master Plan — Appleton, WI
- Plamann Park, Dog Park, and Mosquito Hill Master Plans — Outagamie County, WI
- Richard E. Maslowski Community Park — Glendale, WI
- Swan Park Master Plan — Waupaca, WI
- Village of Oregon Highlands of Netherwood Park — Oregon,WI
- Winnebago County Community Park Redevelopment — Oshkosh, WI
- Winnebago County Exposition Center Master Plan — Oshkosh, WI



Ross Rettler, PLA

PARTNER | LANDSCAPE ARCHITECT

12 YEARS OF EXPERIENCE

EDUCATION

B.S. Landscape Architecture,
University of Wisconsin-Madison

LICENSES

Professional Landscape Architect
in WI #750-14

ASSOCIATIONS

American Society of Landscape Architects

WI Society of Landscape Architects

Council of Landscape Architectural Registration Boards

Stevens Point YMCA Board of Directors

Friends of Schmeeckle Reserve Board of Directors

RETTLER corporation

Ross's experience in Landscape Architecture, Engineering, and Construction brought him to believe that a multi-disciplinary background and project approach is essential when developing successful, high-quality facilities from start to finish. With creative and innovative solutions, he takes pride in adapting concepts and processes to preserve and enhance the existing landscape. Ross collaborates to define, facilitate, and implement your visions of today and for the future.

SELECT PROJECT EXPERIENCE

- City of Onalaska Gullikson Tennis Facility — Onalaska, WI
- City of Wausau JoJo's Jungle Brockmeyer Park — Wausau, WI
- Goerke Park Track & Field Redevelopment — Stevens Point, WI
- Green Circle Trailhead Development — Stevens Point, WI
- Islander Park Tennis & Pickleball Facility — Cumberland, WI
- Mead Park Pickleball Complex — Stevens Point, WI
- Plover River Trail Crossing — Stevens Point, WI
- Portage County Business Park Master Plan — Plover, WI
- Schmeeckle Reserve Amphitheater Development — Stevens Point, WI
- Village of Oregon Jaycee Park Redevelopment — Oregon, WI
- Village of Oregon Highlands of Netherwood Park — Oregon,WI
- Zenoff Park Softball Field Redevelopment — Stevens Point, WI

PROJECT SUMMARY: WILSON PARK MASTER PLAN

Wilson Park comprises just over an acre of land in De Pere, Wisconsin and features swings, a memorial tree, historical marker and green space. Located on College Avenue, it is in close proximity to St. Norbert Campus, the west side downtown business district, residential neighborhoods and student housing.

The City of De Pere would like assistance determining the best uses for Wilson Park. Recently obtained community input data, along with feedback from public input sessions and user groups to be collected in 2023 as part of the master planning process will largely inform the planning and development of Wilson Park.

Rettler Corporation will assist the City of De Pere by leading the master planning process, developing cost estimates for improvements and developing a final conceptual plan. The Wilson Park Master Plan will help guide future development of the park and identify new amenities and features.

SCOPE OF SERVICES: MASTER PLAN DEVELOPMENT

The City of De Pere is interested in determining the best uses for Wilson Park. As part of this planning process, the City would like to analyze community input, develop cost estimates for improvements, and develop a preferred master plan. To assist the City in this effort, Rettler Corporation proposes to provide the following services.

I. Project Planning

A. Kick-off Meeting
   1. Conduct a preliminary project meeting with all team members to define the final project scope and identify the split of duties between the City Staff and Consultant Staff.
   2. Prepare a detailed project plan identifying tasks, responsibilities, deliverables, and budget. The project plan will be based on the proposed project approach.
   3. Establish a project timeline identifying start and completion dates of all major project phases. Utilize schedule identified in Request for Proposal (RFP).

II. Data Collection

A. Obtain community input
   1. Review existing community input survey responses collected by the City.
   2. Review existing City of De Pere Comprehensive Outdoor Recreation Plan.
   3. Identify park stakeholders and user groups; develop a public participation plan to engage a wide range of stakeholders using a variety of outreach techniques.
   4. Gather input, review the needs of residents, various user groups and/or special interest groups.

B. Obtain available mapping from the City of De Pere and Brown County, and utilize existing City topographic survey information (including available site mapping for the development site).

C. Obtain existing wetland, floodplain, environmental and soils information (available from the City of De Pere, Brown County, and WDNR).

D. Identify adjacent land uses and potential zoning issues.

E. If requested, coordinate a geotechnical firm to conduct soil borings and prepare a geotechnical report (cost of soil borings and report will be the responsibility of the Owner).
   1. The number, location and type of soil borings will be coordinated with the Owner
   2. The results will be used to assist in developing estimates of probable construction costs for site development elements.
   3. The geotechnical report will be used in later phases of the project in the development of construction plans and specifications.
   4. Coordination of the report will be at no cost to the Owner.

III. Site Analysis – Review Existing Site Features

A. Review existing site analysis information including:
   1. Topography and slope
   2. Views (positive and negative)
   3. Existing drainage features and patterns
   4. Soils and bedrock
   5. Major vegetation types and locations
   6. Environmentally sensitive areas
   7. Existing and proposed athletic, community, and activities facilities
   8. Existing street / roadway locations
   9. Vehicle access points
   10. Internal and external traffic circulation
   11. Parking opportunities
   12. Potential pedestrian circulation linkages
   13. Relationship to existing facilities
   14. Buildings and other site structures
   15. Utility locations
   16. Adjacent property uses and impacts
   17. Site ADA compliance
   18. Existing infrastructure locations

IV. Development Program

A. Evaluate potential layouts for the proposed development. Identify and prioritize proposed improvements and generate approximate spatial commitments to each facility element proposed on the site.
   1. Vehicle and pedestrian access
   2. ADA accessibility
   3. Memorial tree
   4. Historical marker
   5. Swings/playground equipment
   6. Maintenance access
   7. Infrastructure service locations and capacities (review availability and capacity of municipal sanitary sewer and water service and alternative water supplies)
   8. Storm water management requirements
   9. Fencing and security

10. Lighting and other electrical needs
11. Shade structures
12. Adjacent landscape and hardscape design for connectivity function and aesthetics

B. Other Improvement Considerations
   1. Seating and site furnishing options
   2. Amenities (signage, donor recognition, storage, etc.)

V. Master Plan Development

A. Provide two preliminary concept plan layouts, which combines all elements from the site analysis and development program.

   1. Conduct an on-site workshop session with the Committee to discuss/review the following:
      a. Layout, function and design
      b. Conceptual utility and storm water management plan
      c. Accessibility
      d. Phasing considerations
      e. Environmental impacts
      f. Implementation and constructability
      g. Operational impacts and maintenance considerations
      h. Recommendations from community and stakeholder input
   2. Document consensus changes to the plan. Include all input into the Master Plan development.
   3. Investigate likely regulatory review issues and their impact on project schedule and cost, including
      a. City of De Pere Site Plan review processes
      b. City / State / County storm water management requirements
      c. State of Wisconsin Department of Natural Resources (grading and erosion control permitting) and Department of Safety and Professional Services (building permitting).
      d. Wetland determination and delineation requirements

B. Refine concept plan and develop preliminary phasing scenarios and estimates of probable construction cost.

C. Review updated concept plan and cost estimates with Committee.

VI. Master Plan Development – Approvals and Deliverables

A. Present the draft Master Plan to the City representatives for review and comment. Revise the Master Plan accordingly.

B. Present the draft Master Plan at a public / community meeting for input.

C. Submit line-item cost estimates for all improvements, based on 2022 / 2023 construction costs of similar projects completed by Rettler Corporation.

D. Submit a phased development scenario. Develop estimated costs by phase.

E. Provide electronic versions (PDFs) of the completed Master Plan and recommendations, including:
   1. 2D black and white "to scale" schematic of the park
   2. 3D color rendering of the proposed park and features
   3. Base map identifying current land features and survey information

VII. Assumptions

A. The development of a Phase 1 Environmental Assessment including archaeological, threatened and endangered species and culturally significant resource screening for the project site is not within the scope of this Agreement.

B. Geotechnical Services and Wetland Delineation services are not within the scope of this Agreement.

C. A formal Traffic Impact Analysis is not within the scope of this agreement

D. The conceptual planning of additional buildings and structures including development of a building program, conceptual floor plan, conceptual elevation and probable cost for construction of buildings is not within the scope of this Agreement. Rettler Corporation can coordinate these services if requested by the City as an amendment to this Agreement.

E. Property and construction survey services are not within the scope of this initial Agreement but can be provided for an additional fee if project needs warrant.

F. Minor in-house printing expenses during the master planning process are incidental to the proposed lump sum fee.

VIII. Compensation for Services

A. If the City of De Pere changes the Scope of Services after initiation of services, the Consultant has the right to renegotiate the compensation for the charged services.

B. All governmental fees will be paid directly by the Owner.

C. Periodic invoices will be submitted on a 30-day basis. The billing amount will be determined based upon the current percent completion of services.

Proposed Fee Schedule

Company Name: Rettler Corporation

Company Address: 3317 Business Park Drive

Company Address: Stevens Point, WI 54482

Company Representative: John Kneer, President

John V. Kneer

Digitally signed by John V. Kneer
DN: C=US, E=jkneer@rettler.com, O=Rettler Corporaton, CN=John V. Kneer
Date: 2023.02.02 17:14:44-06'00'

Signature:

Item	Fee
Master Park Plan for Wilson Park	$6,500.00

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

Item	Cost
Site Topographic Survey (Optional)	$3,500.00



Village of Plover
Lake Pacawa Park

Plover, WI

SCOPE OF SERVICES
Master Planning,
Site Design, Engineering,
Permitting, Bidding,
Construction Management

BUDGET
$4,200,000

COMPLETION
July 2022

OWNER REFERENCE
Daniel Ault
Village Administrator
715-345-5252
dault@ploverwi.gov

RETTLER corporation

Lake Pacawa Park comprises 17 acres featuring a baseball diamond, soccer field, restrooms, picnic areas, a beach, and over a half mile of shoreline. This project began in 2013 with the creation of a comprehensive master plan for the park, and in 2018 Rettler Corporation assisted the Village of Plover with the first phase of development, which included the construction of a bandshell and amphitheater style seating area, beach improvements, parking lots, memorial and donor recognition features. The second phase kicked off in 2020 and developed an inclusive playground and splash pad, over a mile of paved and granite walking trails, restrooms, a shelter/concession building, piers, and an ADA canoe/kayak launch.





Village of Oregon Jaycee Park

Oregon, WI

SCOPE OF SERVICES
Master Planning,
Site Design, Engineering,
Permitting, Bidding,
Construction Management

BUDGET
$3,950,000

COMPLETION
2023

OWNER REFERENCE
Jeff Rau
Director of Public Works
608-835-6290
jrau@vil.oregon.wi.us

RETTLER corporation

Using a phased approach, Rettler Corporation worked with the Village of Oregon to plan the redevelopment of Jaycee Park. Phase 1 included three little league fields with dugouts, six pickleball courts complete with new lighting, and a new multi-use field for rugby, lacrosse, and football. Additional improvements include a decorative concrete plaza, a new playground area, and bike racks. Additionally, improvements will be made to existing parking areas, and several new parking lots will be added. Phase 2 includes a new baseball field and dugouts, an additional multi-use athletic field, green space for the future development of a soccer field, new concessions, a restroom, and a storage building.





Scray Hill Park Baseball Fields

De Pere, WI

SCOPE OF SERVICES
Master Planning,
Site Design, Bidding,
Construction Administration

BUDGET
$1,840,000

COMPLETION
July 2020

OWNER REFERENCE
Sarah Burdette
Town Administrator
920-336-3360 x108
sburdette@
ledgeviewwisconsin.com

RETTLER corporation

Rettler Corporation assisted the Town of Ledgeview with development of two youth baseball fields. This project is the latest phase of the Scray Hill Park development which included master planning and multiple phases of construction. Prior phases included five soccer fields, parking and drop off, playground, plaza and gathering spaces. Deveopment of the baseball fields included two synthetic turf infields, an entryway feature with donor recognition plaza, dugouts, storage, batting cages, bull pens, bleacher seating, and athletic field lighting.





JoJo's Jungle Playground & Splashpad

Wausau, WI

SCOPE OF SERVICES
Master Planning, Site Design, Engineering, Permitting

BUDGET
$2,400,000

COMPLETION
2020

OWNER REFERENCE
Jamie Polley
Parks, Recreation & Forestry Director
715-261-1554
jamie.polley@co.marathon.wi.us

Rettler Corporation assisted the City of Wausau and Patrick Hoerter with the development of this community supported and privately funded playground project. In 2015 Patrick Hoerter began working with Rettler Corporation to develop a plan and capital campaign to honor his late son Josiah by developing Wausau's first all inclusive playground. In 2020 the fundraising goal of $2.4 million was met and construction began. The improvements to Brockmeyer Park included an inclusive playground and splashpad areas for all ages. The new playground equipment is complete with pour-in-place surfacing, overhead shade structures, concrete plazas, donor recognition, butterfly gardens, and native landscape plantings.



RETTLER corporation



Appleton Parks & Recreation Highview Park

Appleton, WI

SCOPE OF SERVICES
Master Planning, Site Design, Engineering, Bidding, Construction Observation

BUDGET
$150,000

COMPLETION
2017

OWNER REFERENCE
Tom Flick
Deputy Director of Parks
920-832-5905
tom.flick@appleton.org

RETTLER corporation

Highview Park is a neighborhood park offering unique opportunities for community members looking to stay active. Rettler Corporation assisted the City of Appleton with the development of a multi-use hard court for tennis and pickleball. The redevelopment also included the addition of a dedicated basketball court. The project included design and construction observation for asphalt paving, tennis court surfacing, fencing, landscape restoration, and erosion control. Athletic equipment details included net posts, nets, center strap anchors, and basketball goals.





Village of Oregon Highlands of Netherwood Park

Oregon, WI

SCOPE OF SERVICES
Master Planning,
Site Design, Engineering,
Permitting, Bidding,
Construction Management

BUDGET
$1,200,000

COMPLETION
2016

OWNER REFERENCE
Jeff Rau
Director of Public Works
608-835-6290
jrau@vil.oregon.wi.us

RETTLER corporation

Rettler Corporation assisted the Village of Oregon in developing a new six-acre community park adjacent to the Highlands of Netherland residential development. The project cohesively connects to the surrounding neighborhood and includes a new, natural turf full-size soccer and rugby pitch, pavilion and restroom building, soft surface play area, regional trail connections, and parking area. One challenge was dealing with the existing soil conditions. To remedy this, Rettler Corporation used amended soils and installed an athletic field underdrain system to make the fields suitable for sports.







WILSON PARK MASTER PLAN

February 3. 2023

GRAEF

920 / 592 9440 www.graef-usa.com

116 S Adams St. Suite 201
Green Bay, WI 54301

Primary Contact: Patrick Skalecki
patrick,skalecki@graef-usa.com



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Section 3 Fee Schedule

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GRAEF
1150 Springhurst Drive
Suite 201
Green Bay, WI 54304
920 / 592 9440
www.graef-usa.com



Dear Marty,

Wilson Park sits quietly, tucked into the neighborhood, on the City's west side. Around the park bustles the life and vibrancy of one of the highest density areas of the City of De Pere. In St. Norbert College's back yard, students crisscross through and around from homes and dorms to classes and the library. A mere two short blocks from Reid Street, it is a comfortable walk from a dozen or more eateries, multiple apartment buildings for a wide range of ages, and office buildings both large and small. This really is a slice of De Pere diversity.

Knowing the City well from our past work together, our team is ready to provide a solid strategy for engaging with the right stakeholders and developing a program of amenities that works for the neighborhood. We've worked on parks large and small in De Pere—from Michael J. Walsh Plaza to VFW Park Aquatic Center. Walsh Plaza stretches from Wisconsin Street to Broadway, providing both interactive wind and water elements and a meandering garden path near the Union Hotel.

The aquatic center at VFW Park features true community spaces and an activity-rich aquatic area with a vast array of features. The right mix for Wilson Park will be uncovered during our visioning exercises with the community.

We understand the City's budget for this project, and have provided a modified scope to align with the budget available at this time, focusing on the public engagement and programming that will be useful in the final development of the plan in the future.

The GRAEF design team brings visionary, buildable ideas to your community. We've earned your trust through our past project work. We look forward to the opportunity to continue this relationship to work on another incredible project in the City of De Pere.

Sincerely,

Patrick J. Skalecki, P.E., LEED AP
Office Leader – Green Bay | Vice President | Principal

collaborate / formulate / innovate



1

COMPANY INFORMATION

GRAEF

Services

Planning + Urban Design
Landscape Architecture
Site/Civil Engineering
Environmental Engineering
Coastal Engineering
Traffic/Transportation Engineering
Structural Engineering
Geographic Information Services

Area of Expertise

Master Plans
Urban Design
Comprehensive Outdoor Recreation Plans
Design Guidelines
Public Participation
Bike and Pedestrian Plans
Economic Development
Resilience Planning
Grant Writing
Streetscape
Waterfront Redevelopment
Traffic and Parking Studies






GRAEF is a multi-discipline, planning, design, and engineering firm dedicated to serving public and private clients throughout the United States. For 60 years, our ability to excel has been driven by integrity, quality, and our commitment to customer service. GRAEF began as an individual partnership structural engineering firm in 1961. Today, with more than 260 employees in eight offices in the Midwest and Florida, GRAEF offers our clients a full range of consulting services. GRAEF is licensed to operate in Wisconsin.

GRAEF is ranked in Engineering News-Record (ENR) Top 500 Largest Design Firms and is ranked 28th in Building Design + Construction's (BD+C) list of the nation's Top Engineering-Architecture firms.

our core purpose

To improve the physical environment for the benefit of society in a sustainable manner.

Offices

Milwaukee, WI – Headquarters
Green Bay, WI
Chicago, IL – O'Hare
Chicago, IL – Loop
Madison, WI
Miami, FL
Minneapolis, MN
Orlando, FL
Sarasota, FL
Turks & Caicos

920 / 592 9440 www.graef-usa.com
116 S Adams St. Suite 201
Green Bay, WI 54301

Primary Contact: Patrick Skalecki
patrick,skalecki@graef-usa.com

Staffing

Your Primary Project Connections



Patrick Skalecki, PE
Principal-in-Charge



Joseph Pepitone, PLA LEED AP
Project Manager



Kristan Sanchez, AICP
Engagement and Design

Patrick Skalecki, PE

Principal-in-Charge



Over the past 28 years in the engineering industry, Pat has developed extensive knowledge along with technical and managerial skills in public infrastructure and site engineering. He has been involved in projects from idea to grand openings. This depth of knowledge and experience helps clients evaluate project scope and budget early on in the process. He is skilled in public presentation and delivery needed to build consensus among stakeholders. During design, he uses his abilities in hydraulic modeling, hydrologic studies, municipal utility design, stormwater management and system design, roadway design, complete site development, parking lot design and associated construction engineering to realize the vision of the clients into a successful project.

Professional Registration

Professional Engineer – IA, ID, IL, IN, MI, MN, WI

Education

B.S., Civil Engineering, 1992, University of Wisconsin-Platteville, Platteville, WI

Professional Affiliations

American Society of Civil Engineers (ASCE)
American Water Works Association (AWWA)
American Public Works Association (APWA)
Wisconsin Rural Water Association – Society of Water Professionals (WRWA)

De Pere Aquatic Facility at VFW Park, De Pere, WI - Principal-in-Charge: The VFW Aquatic Facility includes an entirely new 6,150-square-foot facility with bathhouse containing bathrooms/changing rooms, office and guard spaces, first aid, entry lobby, meeting rooms, family changing rooms, and a concessions wing. The first phase of work included review and analysis of the existing aquatic facility and VFW Park features, along with development of a conceptual design plan and a budget estimate, for a new and unique replacement aquatic center.

Kaukauna Hydro Park, Kaukauna, WI – Project Manager: Master plan for a new park on the Badger Hydro Plant site due to a new license for plant upgrades. The site is contained in the Badger Hydro-electric Historic District so the design required specific historic elements to commemorate and educate on the historical significance of the hydroelectric power in the area's settlement. The park includes a pavilion, gather spaces and trail connections blended with the historic elements.

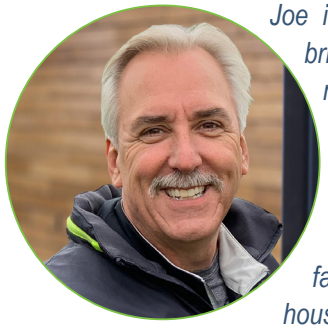
Gateway Plaza Park, City of Neenah, WI - Project Manager: GRAEF provided Master Planning services and then full civil design, structural design, and landscape architecture for this centerpiece of the revitalized west end of downtown Neenah. This park serves as a transition from the natural park site environment of Park Sites #1 and #2 to the built urban downtown.

Little Lake Butte des Morts Park Properties – Master Plan, Neenah, WI: Several City owned parcels in and nearby downtown Neenah are currently undeveloped. As part of the redevelopment of the P.H. Glatfelter Mill site, the City wanted to have a master plan for three park areas.

Herb & Dolly Smith Park, City of Neenah, WI - Project Manager: This park is located on the site of a former fueling station and blighted undeveloped areas. It now offers amenities to suit several types of outdoor recreation enthusiasts. GRAEF was a critical member of the Master Planning team in 2008 and then was retained by the City of Neenah for full design, bidding and construction oversight of the project completed in 2013.

Joseph Pepitone, PLA, LEED AP

Project Manager



Joe is a licensed landscape architect and designer who brings 30 years of professional experience in project management and landscape architectural design and planning. During his tenure at GASAI-MI, Joe's projects have won numerous design awards. Joe has been involved in master planning and design for corporate office, industrial, commercial/retail, recreational facilities, urban design, multi-family residential, senior housing, healthcare and educational campuses of all sizes. His expertise includes master planning to incorporate building(s) and site program elements in a functional and cohesive manner. His thorough knowledge of all aspects of site development allow him to provide complete and thorough documentation which includes site planning, detailed design, landscape design and details, planting design, construction documentation, specifications and on-site construction administration.

Education

B.S., Landscape Architecture, 1986, University of Wisconsin-Madison, Madison, WI

Professional Certifications

LEED Accredited Professional

Professional Affiliations

American Society of Landscape Architecture (ASLA)
Council of Landscape Architects Review Board (CLARB)
Society for College and University Planning (SCUP)
American Sports Builders Association (ASBA)

Herb & Dolly Smith Park, City of Neenah, WI – Landscape Architect: On the site of a former fueling station and blighted undeveloped area, this park now offers amenities to suit several types of outdoor recreation enthusiasts. GASAI-MI was a critical member of the Master Planning team in 2008 and then was retained by the City of Neenah for full design, bidding and construction oversight of the project completed in 2013. Highlights of the park include a shelter with restrooms and open-air picnic space, bike/ped trails with wildlife viewing areas, and a canoe and kayak launch. In addition, to avoid sensitive environmental areas and meet ADA accessibility guidelines, the trail path includes a 60-foot long timber boardwalk ravine crossing as well as a 390-foot-long timber boardwalk across Little Lake Butte des Morts at the mouth of the Neenah Slough.

Kaukauna Hydro Park, Kaukauna, WI – Project Landscape Architect: Master plan for a new park on the Badger Hydro Plant site due to a new license for plant upgrades. The site is contained in the Badger Hydro-electric Historic District so the design required specific historic elements to commemorate and educate on the historical significance of the hydroelectric power in the area's settlement. The park includes a pavilion, gather spaces and trail connections blended with the historic elements.

Hart Park Improvements – Playground and Splash Pad, Wauwatosa, WI – Landscape Architect: Design of interpretive play area for multiple age groups along with interactive play splash pad. Provided preliminary design through construction documents for the all accessible play areas, landscape, hardscape, site amenities and lighting, and also provided construction oversight on project during construction. Interpretive play components based upon local Native American heritage and existing Silurian reef including: archeological dig pit with fossils, Silurian reef wall with fossils, native plantings, dugout canoe, etc.

Riverfront Park Master Plan, Village of Waterford, WI – Landscape Architect: Provided master planning and landscape architecture design services for the development of a new riverfront park in downtown Waterford. The project consisted of developing undeveloped riverfront open space as well as specific outdoor activity areas and improved connectivity with the adjacent downtown historic business district. The plan is intended to provide the Village with a roadmap for development in phases to improve not only the aesthetics of the area but better access to the river and to also facilitate additional economic growth for the downtown to help make it a place where residents and visitors will want to come and spend quality time.

Kristan Sanchez, AICP, Assoc AIA

Engagement & Design



The public spaces in our downtowns are special places that bring the community together and provide opportunities for social interaction. Understanding how the space will be used and how to facilitate activating the site makes it that much more valuable to the community. Thought of as "placemaking and activation," these spaces also provide a place that brings special elements of the community's heritage--and future--that can be woven into a design in various ways: signage; design details in seating, built structures, or paving; or public art. The key to making these selections lies with a designer that can weave together the vision of the community with design opportunities in the project. Kristan excels in creating authentic design elements in the public realm for the communities she works with. She specializes in projects that have extensive public outreach and use engaging, forward-thinking methods. Her strong portfolio of projects uses a robust online engagement platform with various modules such as mapping comments with icons, online information management, and direct digital feedback during meetings with aggregated results.

Education

Master of Urban Planning, University of Wisconsin-Milwaukee

Master of Architecture,
University of Wisconsin-Milwaukee

B.S. Architectural Studies, University of Wisconsin-Milwaukee

Professional Certifications

American Institute of Certified Planners

Professional Affiliations

American Planning Association

American Institute of Architects

Public Engagement & Business Coordination

Working with many municipal partners in her career, Kristan brings experience working on projects that affect and alter public roads and access points. Such projects require clear and concise engagement with the public—this can be in the form of informational meetings to relay critical project information, or in listening sessions hear neighbor concerns and answer questions. One of the successful parts of her projects has been identifying key stakeholders, influencers and networks, and the best channels to relay information. This results in good project communication for the community and the team.

Comprehensive, Master & Strategic Planning

Kristan has served as a consultant planner and as the internal staff project manager for multiple successful plans of various scales – from comprehensive community-wide plans to specific neighborhood area plans and transit-oriented development studies. The process includes engaging the community stakeholders, elected officials and professional staff to understand both the vision and the realities of the political and economic climate to best set the framework for continued use of the plan and implementation over the coming years.

Michael J Walsh Plaza, De Pere, WI – Project Manager: The City of De Pere engaged GRAEF to provide public participation, design, and engineering for a block-long street adjacent to the primary downtown street in their historic downtown. Anchored by one of the most iconic landmark buildings in the city, the project goal was to create a special place that could be used by visitors and downtown employees; improve the quality of the pedestrian amenities; provide improved pedestrian and vehicular circulation; and reconstruct the public utilities, roadway, and sidewalk.

Sheboygan Harbor Centre Downtown Master Plan & Placemaking, Sheboygan, WI – Project Manager and Urban Designer: With this project, the city was looking to enhance placemaking and activation in the downtown neighborhoods. Working with residents, property owners and business owners the GRAEF team engaged with stakeholders using a variety of methods including facilitated small group sessions, one-on-one conversations, and a digital survey.

Harrison Comprehensive Outdoor Recreation Plan (CORP), Harrison, WI – Project Manager and Engagement Lead: Harrison Comprehensive Outdoor Recreation Plan involved a combination of public outreach, engagement with Village Staff and elected officials, and the application of updated national recommendations for parks and recreation planning. A review of local, regional, and state plans was also conducted to ensure consistency with the parks and recreation goals of all relevant jurisdictions. The adopted plan will serve as a guide for park development over the next five years.



2

PROJECT SUMMARY

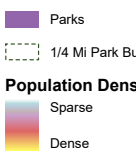
Wilson Park is the lone park in the downtown on the west side of the river. Amenities in the park are few. Yet the park sits in the highest population density area of the city. Imagine the possibilities!

The survey conducted by the City and St. Norbert College last year included a wide range of comments and favored both active and passive recreation amenities. This seems to reflect an urban neighborhood—namely, that the demographics of urban neighborhoods will include a variety of ages, lifestyles, and interests. Also, when living in an urban area and one that is high density, public outdoor spaces are at a premium. A resident may opt to forego a larger house and yard to be within walking distance to the riverfront and their favorite coffee shop. That also means that park spaces are meaningful additions to their daily lives and become in some ways an extension of their home.

Thinking about providing public amenities for all ages, from children to families to adults, this park is in the heart of the city and its design should reflect the diversity of the city. Although Wilson Park is in the heart of it all, its context also poses challenges in design. Despite being a high-density neighborhood, the park is surrounded by parking lots and lacks active natural surveillance that one might find in a typical neighborhood. The survey comments speak to things like increased lighting and safety.

With our team's expertise in designing social spaces and parks, and the City's budget in mind, our suggestion for this phase of Wilson Park master planning would be to focus on the amenities and facilities that should be in the park, and getting that right. A beautiful master plan rendering would be a great thing, but if the drawing doesn't truly represent what the community wants and would use, it will only serve to set the City down a path in the wrong direction.

At right, this map illustrates the park locations in the City of De Pere, and a 1/4-mile walking radius around each park. Population density census data is also depicted as a gradient from light blue to bright yellow. The area of Wilson Park is shown in bright yellow, the highest density area of the City.



So let's get out there and really dig into the amenities and facilities that will bring the most value to the community!

Step 1: Field documentation and data collection

- Kick off with City staff and site walk-through
- Data collection and set up base drawings

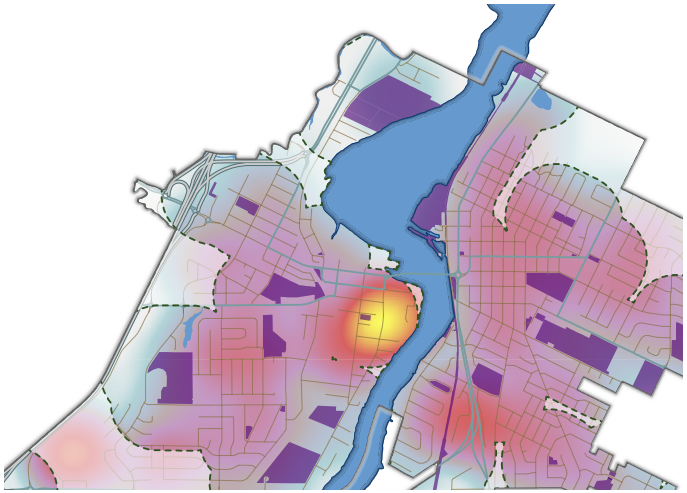
Step 2: Community and stakeholder engagement

- Engagement plan development, make outreach calls to connect into the neighborhood.
- Engagement event materials development. Survey development, including visual preference imagery. Includes postcard, flyer, social media images.
- Host downtown pop up event, coordinated with Definitely De Pere.
- Host campus pop up event, coordinated with St. Norbert College.
- Engagement summary and creating the vision framework for the park.

Step 3: Poster plan development

- Two programmatic diagram options, for staff review
- Poster plan development: plan diagram with precedent imagery

Deliverable: Poster plan that depicts the programming, amenities, and facilities desired for the park. Includes precedent imagery. The intention is to deliver a program outline and plan graphic to the City that can be used in the next stage to begin schematic design of the park.





What we heard from the 2022 survey:

- Provide active recreation: playgrounds, racquet courts
- Keep views open, for safety
- Integrate thoughtful lighting that illuminates the park and walkways, without causing neighborhood light pollution
- Think about habitat and sustainability
- Durability of materials may be important
- Amenities for all ages is important
- Provide a space for dogs
- Keep the historic and memorial elements
- Including water in some way was frequently mentioned



GRAEF



3

Fee Schedule

Fee Schedule



Proposed Fee Schedule

Company Name: GRAEF

Company Address: 116 S ADAMS, STE 201, GREEN BAY, WI 54301

Company Address:

Company Representative: PATRICK J. SKALECKI

Signature: Patrick J Skalecki

Item	Fee
Master Park Plan for Wilson Park	$10,600

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

Item	Cost
Rendered site plan drawing and B/W site plan drawing	$5,000
Estimates of probable cost	$2,000
Public presentation / meeting	$3,000



4

REFERENCES

GRAEF references & testimonials

"GRAEF did a fantastic job."

"The end product was just what we wanted."

Bill Boyle
City of De Pere
GIS Coordinator
920 / 339 4072
bboyle@mail.de-pere.org

Mike Kading
City of Neenah
Director of Parks and Recreation
920 / 886 6062
mkading@ci.neenah.wi.us

Joe Kerlin
City of Sheboygan
Superintendent of Parks and Forestry
920 / 459 3459
joe.kerlin@sheboyganwi.gov

"The project has been an overwhelming success and is considered by many residents to be the most popular project ever undertaken by the City of De Pere. Our continuing communication with GRAEF's project designers demonstrates how successful the teaming relationship was and how invested we all are in the project's continued success."

Michael J. Walsh
Mayor
City of DePere
References the DePere Riverwalk and Wildlife Viewing Pier

"GRAEF has provided the City of De Pere professional A/E services of many types over the years including engineering, architecture, planning, and park and recreation projects. As Director of Parks, Recreation, and Forestry, I have been directly involved with GRAEF on many of these projects. These projects include the De Pere Riverwalk and Wildlife Viewing Pier, Bomier Boat Launch Expansion, and the currently under construction VFW Park Aquatic Facility. Throughout these projects, GRAEF has been engaging, creative, responsive, and transparent as these projects were completed. They were always available and dealt with change fluidly. We look forward to working with GRAEF on future projects."

Marty Kosobucki
City of De Pere
Director of Parks, Recreation, and Forestry



5

SIMILAR PROJECTS

Michael J Walsh Plaza

Location: De Pere, WI



The James Street project involved design of a new public space and the reconstruction of one block of roadway through the central business district of De Pere. The project goals were to create a special place that could be used by visitors and downtown employees; improve the quality of the pedestrian amenities; provide improved pedestrian and vehicular circulation; and reconstruct the public utilities, roadway, and sidewalk.

The site of a memorable fountain that was past repair, the project involved stakeholder and public engagement to plan for the future use and goals of this space. The direction for the design was to create a space for use by individuals and small groups, for things like a lunch break, cup of coffee, or small musical performance.

The existing mature honey locust trees created beautiful dappled shade and the intent was to retain the trees and provide seating against the backdrop of the historic landmark Union Hotel. A more activated space at the east end of the site is connected by an allée of trees in grates and flexible seating. The east end plaza contains a custom water wall-style fountain at one end and a custom kinetic wind wall sculpture at the other, both with coordinated color-changing LED lights.

Design and engineering tasks included: topographic survey, design presentations and summaries, coordination with utilities, public and stakeholder meetings. Project scope included the public space design and a full street reconstruction: conceptual design and public engagement through construction documents.

"Kristan and the GRAEF team expertly navigated a challenging public engagement effort to replace a well-loved, but obsolete water feature. Listening carefully to the community, Kristan was able to deliver fresh new design ideas setting the project apart from our neighboring municipalities.

Our community has embraced the design of the plaza enjoying its unique features beyond our expectations. In addition to winning multiple awards, the plaza has been so well received, it was selected to permanently honor our long-serving Mayor of 24 years. Michael J Walsh Plaza truly is a beautiful destination in the City of De Pere."

-Bill Boyle, City of De Pere
Project Manager





GRAEF

De Pere Aquatic Facility at VFW Park

Location: De Pere, WI



The City of De Pere, WI added a new $7 million aquatic center. The project entails the conversion of the city's former two public pools into "mini aquatic centers."

The VFW Aquatic Facility includes an entirely new 6,150-square-foot facility with bathhouse containing bathrooms/ changing rooms, office and guard spaces, first aid, entry lobby, meeting rooms, family changing rooms, and a concessions wing. A separate 1,250-square-foot mechanical building will house the pumps and chemical rooms and provide storage space. The aquatic features include a lap pool with dive well, activity zone, water walk, dual body slides, drop slide, separate tot pool with zero depth entry, and tot play features.

The first phase of work included review and analysis of the existing aquatic facility and VFW Park features, along with development of a conceptual design plan and a budget estimate, for a new and unique replacement aquatic center. The GRAEF/WTI team collected and reviewed existing data and information, and conducted public meetings and interviews with key stakeholders. Multiple design option renderings and budgets were prepared and presented. Then with the direction from the City Park Board, a single rendered option was finalized and budget updated.

The pool opened to the public in June 2021.





Jaycee Quarry Park Master Plan

Award Winner

Location: Sheboygan, WI



Conceptual design of a 37 acre park that provides recommendations to meet the needs of the community and surrounding region while being flexible enough to accommodate for change.

The design process included a comprehensive inventory and analysis of existing conditions, public engagement, design alternatives, cost estimating and 3D illustrations to help the client and the community visualize proposed improvements, foster consensus and generate enthusiasm moving forward with phased implementation.

The plan includes a multi-purpose park building, beach house, tiki hut, picnic shelter, council ring, perched beach, lake loop trail, ropes course, frisbee golf course, enhanced natural landscape areas, flexible lawn space and improved access to both Quarry Lake and the Pigeon River. The final plan not only reflects the needs and desires of the City's Department of Public Works, but the community as a whole.



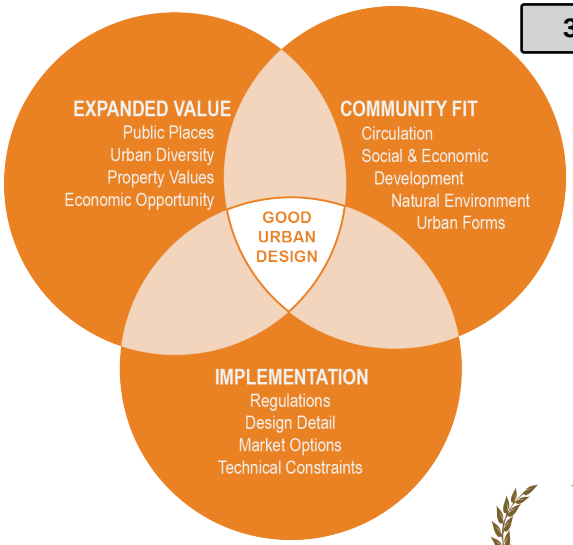
GRAEF

"IT'S ALL ABOUT RELATIONSHIPS"

- Len Anhalt, GRAEF Co-Founder

GRAEF planners and engineers have been working with the city of De Pere for many years. We know the community and have aligned goals to create a more vibrant and livable city for years to come.

At the heart of all our planning and design projects, we create spaces that invite innovative and diverse solutions to serve the current and future needs of the rapidly changing market and community. Creating multimodal connections for neighboring communities is important to us. We aim to accomplish this by adding various methods of connectivity to and through the site for the community and visitors alike.



A few more of our highly visible De Pere projects include:





Katherine Harper Riverwalk & Wildlife Viewing Bridge

Award Winner

GRAEF worked with the City of De Pere on this recreational project in De Pere's downtown. The idea for the project developed as a result of the Claude Allouez Bridge reconstruction project. This offered the opportunity to use portions of the old bridge for pedestrian access along the waterfront. GRAEF developed a master plan and assisted the City with preliminary design and securing funding support and regulatory approvals for this unique community project.

AWARDS: 2014 Engineering Excellence, State Finalist - ACEC-WI
2013 Engineering Achievement Award - ASCE-WI Chapter
2013 ENR Midwest Region Best Projects Landscape/Hardscape
2012 Top Project - Daily Reporter/Wisconsin Builder
2012 Gold - Projects of Distinction - ABC-WI





Bomier Boat Launch

GRAEF provided the City of De Pere with design, permitting, and construction oversight services on the expansion of the existing Bomier Boat Launch. The boat launch was expanded to provide a true two-lane boat launch at the existing location.

The concrete boat launch was cast in place to match the slope of the existing pavement. New dock sections were constructed on driven piles to match the existing dock system. A new floating ADA accessible kayak launch was installed at the end of the dock. Included in this project were new parking areas for cars and boat trailers, asphalt mill and overlay with reconfigured parking in the existing lot for cars and boat trailers, ADA accessible parking and sidewalks adjacent to the existing bathroom building, and a connection to the regional Fox River Trail.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**February 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Consider and Possible Action on Furniture in the Nelson Pavilion.**

ATTACHMENTS:

- Memo.Nelson Furniture (DOCX)
- Nelson Family Pavilion Outdoor Furniture Options (PDF)
- Nelson Family Pavilion Sitscape Furniture Option (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 17, 2022

RE: Nelson Pavilion – Furniture

We have been working with our consultant to finalize details relating to the Nelson Pavilion. One question we would like to get direction from the Park Board is the type/style of furniture to be offered in and around the building. We have put together several different theme/styles for you.

One important thing to note is the allotment for furniture is $27,000. While creating the options, we also researched estimated price and determined an estimated quantity we can purchase within the budget allotment.

Background information:

- We steered away from permanent fixtures. Permanent fixtures on the patio will reduce the flexibility of use.
- We steered away from powder coated steel. We did this because they can eventually rust and are a little more challenging to deal with when it comes to maintenance and vandalism.
- We steered away from aluminum simply because of the weight. Having portable aluminum fixtures will end up being moved quite a bit and could likely end up in the Fox River.
- We steered away from standard rectangular picnic tables for aesthetic reasons.
- We leaned toward recycled plastic materials for their durability and weight.
- When ordering equipment, we felt it would be appropriate to get a mix of larger picnic table, medium size picnic table, bar stool/table sets, and banquet tables and chairs for indoor rentals.
- Within our proposed ordering plan, we accommodated for Shipping and Handling charges.

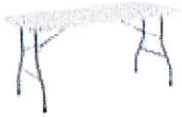
We have put together four different options for your consideration.

Option 1 – Composite boarding with wood themed colors. Plastic folding tables and chairs

	Description	Quantity	Est Cost each	Sub Total
	6 person Hexagon Table	3	$1,300/each	$3,900
	8 Person Octagon Table	3	$2,000/each	$6,000
	6 Person plus Handicap	1	$1,300/each	$1,300
	Five Piece Bar Height Set	4	$1,500 each	$6,000
	Table/Chair Set 32 Chairs/4 Tables	2	$1,600	$3,200
	60" Banquet Table	5	$150/each	$750
Total				$21,250

Projected allotment is $27,000. Need to include and consider Shipping and Handling costs.

Option 2 – Square composite boarding with wood themed colors. Plastic folding tables and chairs

	Description	Quantity	Est Cost each	Sub Total
	8 person square picnic table	6	$1,600.00	$9,600
	6 Person plus Handicap	1	$1,200/each	$1,200
	Five Piece Bar Height Set	4	$1,600 each	$6,400
	Table/Chair Set 32 Chairs/4 Tables	2	$1,600	$3,200
	60" Banquet Table	5	$150/each	$750
Total				$21,150

Projected allotment is $27,000. Need to include and consider Shipping and Handling costs.

Option 3 – Round composite boarding with wood themed colors. Plastic folding tables and chairs

	Description	Quantity	Est Cost each	Sub Total
	8 person round picnic table 53"	3	$2,200	$6,600
	6 person round picnic table 36"	3	$1,300	$3,900
	6 Person plus Handicap	1	$1,200/each	$1,200
	Five Piece Bar Height Set	4	$1,350 each	$5,400
	Table/Chair Set 32 Chairs/4 Tables	2	$1,600	$3,200
	60" Banquet Table	5	$150/each	$750
Total				$21,050

Projected allotment is $27,000. Need to include and consider Shipping and Handling costs.

Option 4 – Sitescapes Online

	48” table - 6 backless seats	3	$3,665	$10,995
	Around same price as square			
	48” table – 4 backless seats	3	$2,960	$8,880
	48” table – 3 backless seats & ADA	1	$2,730	$2,730
	36” bar height table	4	$935.00	$3,740
	Bar height stool without back	16	$655	$10,480
	Table and Chair Set 32 chairs and 4 tables	2	$1600	$3200
	60” banquet table	5	$150	$750
				$40,775

Project allotment is $27,000. Need to include and consider shipping and handling costs.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**February 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Paula Rahn**
SUBJECT:	**Update on Amended Agreement with MultiMedia Channels, LLC for Brochure Advertising**

ATTACHMENTS:

- MMC Brochure Advertising Amendment Update 2.9.23 (DOCX)

CITY OF DE PERE

Community Center | Recreation Department

600 Grant St., De Pere, WI | 920-339-4097 | www.deperewi.gov/communitycenter

To: Board of Park Commissioners

From: Paula Rahn, Recreation Superintendent

Date: February 9, 2023

Re: Update on Brochure Advertising Agreement with MultiMedia Channels, LLC

Staff was notified by MutiMedia Channels, LLC that the model we had entered into regarding the brochure advertising agreement was no longer cost effective for them. The agreement expired 12/31/22. As a result of the pandemic, MMC was actually losing money as the ads placed in our brochures were not covering all of the expenses for the design, printing and mailing of the brochures. In accordance with City administration views, we will no longer be mailing the brochures to all households in De Pere. Rather, 3,500 brochures will be printed and distributed at drop points in the city along with notifications made to our community members via email, social media and posted on our website.

An amendment to the agreement was developed and signed by MMC. All references to the mailing of the brochures were deleted from the agreement and exhibits. Consultant will continue to solicit ads for brochure advertising and retain the solicited ad revenue to offset the costs of its design and printing of the brochure. Term of agreement shall be one (1) year and expire on Dec. 31, 2023.

In accordance with our Legal Dept. this amendment did not need to go through the approval processes again, but we felt an update to the board was warranted. Thank you.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**February 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Staff Update on 2022 Donations**

ATTACHMENTS:

- 2022 Donations (PDF)

2022 DONATIONS

NAME	AMOUNT
Total Park Donations	**$196,168.00**
Total Community Center Donations	**$12,185.00**
Total Memorial Benches and Trees	**$10,103.10**
Total all 2021 Donations	**$218,456.10**

2022 DONATIONS

NAME	AMOUNT	Event
Amerilux	$3,000.00	Main Sponsor of Beer Garden
Immel	$1,500.00	August Beer Garden Sponsor
Graef	$1,500.00	July Beer Garden Sponsor
Durr Systems	$1,500.00	June Beer Garden Sponsor
Tundra Apparel & Promotions	$500.00	Beer Garden Banner
Green Bay Packers, WDNR,	$3,000.00	Trees
Green Bay Packaging and Essity		
First Congretional Church	$100,000.00	Playground at Kelly Danen
De Pere Girl's Softball	$54,800.00	Upgrades to fields at Optimist Park
Pink Flamingos	$300.00	Chalk liner for Legion field
WI United FC	$800.00	Grass seed and services SW Park
WI United FC	$15,000.00	Two premier goals for field 1 at SW Park
De Pere Baseball	$10,968.00	Improvements to Gandrud field at SW Park
Fox Community Credit Union	$2,500.00	Voyageur Park Light Show
De Pere Lion's Club	$800.00	Bench and Little Library at Lions Trailside Park
Total	$196,168.00	

2022 COMMUNITY CENTER DONATIONS

NAME	AMOUNT	Event
De Pere Optimist Club	$500.00	Easter Egg Hunt
De Pere Optimist Club	$500.00	Summer Camp T-shirts
De Pere Optimist	$800.00	Child Entertainment Beer Gardens
Ameriprise - Greta Johnson	$2,500.00	Rec Scholarship Fund
De Pere Men's Club	$200.00	Easter Egg Hunt
De Pere Men's Club	$300.00	Summer Carnival
De Pere Men's Club	$300.00	Senior Picnic
De Pere Women's Club	$250.00	Rec Scholarship Fund
De Pere Lions Club	$400.00	Child Entertainment Beer Gardens
Brown County Community Women's Club	$500.00	CC Facilities and Activities
Wochinske Foundation	$2,500.00	Rec Scholarship Fund
De Pere Rotary	$900.00	Summer Carnival
Pink Flamingos	$500.00	Summer Carnival
Pink Flamingos	$250.00	Rec Scholarship Fund
Green Bay Packers	$500.00	Virtual 5K Run
TOPS	$250.00	Brick
Walmart	$100.00	Summer Carnival
Walmart	$100.00	Senior Picnic
Walmart	$100.00	CC Facilities and Activities
Festival	$50.00	Senior Picnic
El Maya	$40.00	Senior Picnic
Cranky Pats Pizza	$105.00	Senior Picnic
Scott's Subs	$25.00	Senior Picnic
Nicolet Restaurant	$30.00	Senior Picnic
Sidekicks	$30.00	Senior Picnic
Woodside Senior Living	$55.00	Senior Picnic
Renaissance Senior Living	$100.00	Senior Picnic
JX Peterbilt	$300.00	Big Rig Gig
Total	**$12,185.00**	

2022 MEMORIAL TREE/BENCH DONATIONS

NAME	AMOUNT	ITEM
Abby Case	$ 566.50	6 trees - VFW Park
Elizabeth Caughey	$ 135.00	Tree at Voyageur
Judy Christensen	$ 140.00	Tree at Voyageur
Jennifer Classon	$ 3,017.30	22 trees along Ridgeway
Chris Hasselbacher	$ 1,850.00	Bench at VFW Park
Merrill Hitchcock	$ 150.00	Tree at Voyageur
Terry Jones	$ 137.15	Tree at Voyageur
Terry Jones	$ 900.00	Bench at Voyageur
Kaycee Mertz	$ 140.00	Tree at Legion
Alyssa Montiel	$ 140.00	Tree at Voyageur
Carol Simpson	$ 1,500.00	Bench at Fox Point
Debbie Stoune	$ 140.00	Tree at Voyageur
Todd Thiesfeldt	$ 137.15	Tree at Southwest Park
Edward Vanden Elzen	$ 1,150.00	Bench at Voyageur
Total	**$ 10,103.10**	

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**February 16, 2023**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Staff Update Regarding Nelson Pavilion.**

ATTACHMENTS:

- Memo.Nelson Update (DOCX)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 16, 2023

RE: Staff Update on Nelson Pavilion

Below are a number of updates related to the Nelson Pavilion.

Updated Timeline:
February 16 – Park Board to finalize main topics/questions.
February 20-24 – Owner/Staff review of plans and Quality Control
March 1 – Bid documents put on Quest
March 28 – Bids due
April 20 – Park Board review and approval of bids

Design Features:
Beams - Our consultant has reported that running beams into the multi-purpose room was no extra cost to the project. In fact, if we did not do this it would be an added cost due to the engineering required.