Board of Park Commissioners

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

Regular Meeting

Revised Agenda

Thursday, January 16, 2020 6:30 PM De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Park Commissioners** of the City of De Pere will be held on **January 16, 2020** at **6:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

I. Call to Order

1. Roll Call

II. Action Items

1. Approve Board of Park Commissioners Minutes from the December 19, 2019 Meeting.
2. Consideration and Possible Action to Approve Sponsorship of Veterans Luncheon by Ryan Funeral Home.*
3. Approval of $500 Donation from Kiwanis Club of De Pere for Recreation Scholarship Program.*
4. Consideration and Possible Action to Approve Request from Alderperson Nelson to make the Voyageur Restroom Building a Multi Use Building.*
5. Consideration and Possible Action to Approve Amerilux to be the Main Sponsor of the Beer Garden.*
6. Consideration and Possible Action to Approve Purchase of Inflatable Water Course.
7. Consideration and Possible Action to Approve Consultant for Community Center Roof/Insulation Investigation & Construction Management.*

III. Staff Updates

1. Discuss Updated Street Tree Inventory Report
2. 2019 Donation Listing

IV. Future Agenda Items

V. Public Comment Period

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 Michael J. Walsh

De Pere Youth Hockey
Tod Maki, De Pere Select Soccer
De Pere Area Chamber of Commerce

Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
Dennis Krueger, WDP High School District
William Soquet, Teen Advisor
Patrick Gauthier, AmeriLux
Ryan Funeral Home
Definitely De Pere
Brown County Library – De Pere
TV & Radio Stations
De Pere Rapides Youth Soccer
De Pere Baseball
Ben Villaruel, De Pere School District
Lydia McMorrow, Teen Advisor
Kiwanis Club of De Pere

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

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

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**January 16, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Grace Lahtela**
SUBJECT:	**Approve Board of Park Commissioners Minutes from the December 19, 2019 Meeting.**

ATTACHMENTS:

- Draft Minutes 12-19-19 (PDF)

Board of Park Commissioners

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

Regular Meeting

Draft Minutes

Thursday, December 19, 2019 6:30 PM De Pere City Hall Council Chambers

Attachment: Draft Minutes 12-19-19 (9042 : Approve Board of Park Commissioners Minutes from the December 19, 2019 Meeting.)

I. Call to Order

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

Attendee Name	Title	Status	Arrived
Ryan Jennings	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Dean Raasch	Alderperson	Absent	
George Brown	Board Member	Excused	
Sue Schinkten	Board Member	Present	
Randy Soquet	Board Member	Present	
Bill Volpano	Board Member	Excused	
Lydia McMorrow	Teen Advisor	Excused	
William Soquet	Teen Advisor	Present	

Others present: Don Melichar, Park Superintendent/Forester and Paula Rahn, Recreation Superintendent.

II. Action Items

1. Approve Board of Park Commissioners Minutes from the November 21, 2019 Meeting.

   Alderperson Chandik Kundinger moved to approve the minutes from the November 21, 2019 Board of Park Commissioners meeting, seconded by Sue Schinkten. Upon vote, the motion passed unanimously.

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

2. Consideration and Possible Action to Approve Request from Celebrate De Pere to host event at Voyageur Park in 2020.

   Sue Schinkten moved to approve the request from Celebrate De Pere to host their event at Voyageur Park in 2020, seconded by Alderperson Jennings.
   Discussion followed.
   Alderperson Jennings moved to approve opening the meeting for public comment at 6:32 pm, seconded by Sue Schinkten. Upon vote the motion passed unanimously.
   Bob Tease, board member for Celebrate De Pere, explained that Celebrate De Pere is a family fun event aimed at helping non-profits and veterans and 2020 will be the 30th anniversary for the event. Historically attendance has been going down and people are not spending as much as before; subsequently, revenue Celebrate De Pere has received has decreased. The event and longevity of the event is at risk.
   Alderperson Chandik Kundiger asked about the change in location last year to the Brown County Fairgrounds.

Bob Tease explained that the Celebrate committee was looking at it as an opportunity to increase attendance and offer sufficient parking. With it being the 30th anniversary year, the committee would like it back at Voyageur Park. Also, with the limitations due to the eagles nest located within the Fairgrounds property, it makes it difficult for the venue to be located there.
Alderperson Jennings moved to return to regular order at 6:45 pm, seconded by Sue Schinkten. Upon vote the motion passed unanimously.
Sue Schinkten amended her above motion to approve the request for Celebrate De Pere to host their event at Voyageur Park in 2020 to include waiving the park use fees, Alderperson Jennings approved the amendment. Upon vote, the motion passed unanimously.
Alderperson Jennings thanked Celebrate De Pere for being great sponsors and for putting on an exceptional event.

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

3. Consideration and action on selecting the spray equipment for VFW Aquatic Facility.

Randy Soquet explained that there are three options for the play structure in the tot pool. Discussion followed.
Sue Schinkten questioned if all structures included anti slip surface on the stairs.
Paula Rahn, Recreation Superintendent commented that she would think that would be a requirement. She also presented additional pictures of the play structures.
Sue Schinkten commented on the foot print of the two structures and that it appears that the footprint of the Elevations structure is smaller than the Playnuk, which might be better at providing sufficient open areas for children.
Alderperson Jennings commented that it appears that the Elevations structure has more play features.
Paula Rahn also commented that the Kiddie Racer slide is probably the option that is included with the cost estimate.
Alderperson Chandik Kundinger moved to approve the Elevations L2-450A play structure for the VFW Aquatic Facility, seconded by Sue Schinkten. Upon vote, the motion passed unanimously.

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

4. Consideration and possible action on inclusion of panic/safety gates in VFW Aquatic Facilty.

Alderperson Jennings questioned the number of gates that were being approved.
Alderperson Jennings moved to approve up to three panic/safety gates at the VFW Aquatic Facility, seconded by Alderperson Chandik Kundinger.

Attachment: Draft Minutes 12-19-19 (9042 : Approve Board of Park Commissioners Minutes from the December 19, 2019 Meeting.)

Discussion followed.
Upon vote, the motion passed unanimously.

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

5. Consideration and Possible Action to Approve 2020 Carrico Aquatics Water Management Agreement.

Sue Schinkten moved to approve the 2020 Carrico aquatics water management agreement, seconded by Alderperson Jennings with the contingency that Carrico is registered to do business in Wisconsin. Sue Schinkten approved the contingency. Upon vote, the motion passed unanimously.

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

6. Consideration and Possible Action to Eliminate $8000 Budget Item for Voyageur Park Dumpster

Sue Schinkten moved to eliminate the $8,000 budget item for the Voyageur Park dumpster, seconded by Alderperson Jennings. Upon vote, the motion passed unanimously.

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

7. Consideration and Possible Action to Approve Memorial Bench Locations in Bomier Boat Launch.

Don Melichar, Park Superintendent/Forester, explained that there are a number of requests for memorial benches at the Bomier Boat Launch. With the new construction, staff discussed the possible bench locations with the recommendations appearing on the map in the agenda packet.
Discussion followed.
Sue Schinkten questioned the number of benches and swinging benches that are being requested.
Don Melichar, Park Superintendent/Forester, explained that there is one family that has requested a swinging bench at this time. The other two requests are for regular benches.
Alderperson Jennings questioned the number of memorial bench requests received on a yearly basis and the cost.

Attachment: Draft Minutes 12-19-19 (9042 : Approve Board of Park Commissioners Minutes from the December 19, 2019 Meeting.)

Don Melichar, Park Superintendent/Forester, explained that usually 3-4 requests are received per year. The cost is between $700 - $1,600, depending if it is a swinging bench or not, which includes the cost of the necessary concrete.
Sue Schinkten moved to approve the memorial bench locations at Bomier Boat Launch as noted on the enclosed map, seconded by Alderperson Chandik Kundinger. Upon vote the motion passed unanimously.

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

8. Consideration and Possible Action to Approve Changes to the Recreational Scholarship Program.

Paula Rahn, Recreation Superintendent explained that the request is to expand the Recreation Scholarship Program to include city sponsored holiday giving programs.

Alderperson Jennings moved to approve the changes in the Recreation Scholarship program to allow for distribution of scholarship funds as part of a city sponsored holiday giving program, seconded by Alderperson Chandik Kundinger. Upon vote the motion passed unanimously.

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

9. Consideration and Possible Action to Approve Grant Application for Perkofski Boat Launch Refurbishing.

Don Melichar, Park Superintendent/Forester explained that this is a quick and easy way to apply for smaller grants. If approved, these grants are received in a couple of months, where larger grants can take a couple of years for approval.
Sue Schinkten moved to approve the grant application for the Perkofski Boat Launch refurbishing, seconded by Alderperson Chandik Kundinger. Upon vote, the motion passed unanimously.

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

10. Consideration and Possible Action to Approve Grant Application for Fox Point Boat Launch Extension.

Attachment: Draft Minutes 12-19-19 (9042 : Approve Board of Park Commissioners Minutes from the December 19, 2019 Meeting.)

Alderperson Jennings moved to approve the grant application for Fox Point Boat Launch extensions, seconded by Alderperson Chandik Kundinger. Upon vote, the motion passed unanimously.

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

III. Discussion Items

1. Discussion on key elements of the future restroom building at Legion Park.

Alderperson Jennings recommends that the Legion Park restroom facility be located in the same location, that it be custom built, and contain a men, women and unisex or family restroom.
Randy Soquet recommended that the floor plan be left up to staff.
Don Melichar, Park Superintendent/Forester explained that recently staff was made aware that a custom built structure may actually be more cost beneficial than a precast building. Staff is looking to explore all options and bring the design back to the Park Board for approval.

RESULT:	**DISCUSSED**

IV. Staff Updates

1. Update on replacement of restroom building at Voyaguer Park.

Don Melichar, Park Superintendent/Forester explained that the replacement of the Voyageur Park restroom building has been put on hold. Alderperson Nelson has been discussing utilizing the funds for the bandshell to go to an expanded restroom facility.

RESULT:	**DISCUSSED**

2. Update on Bomier Boat Launch completion and grants.

Don Melichar, Park Superintendent/Forester explained that essentially all the work is completed. There are some minor punch list items that need to be complete, along with some landscaping. The NRDA grant funding has been received and the WDNR grant payment request will be submitted soon.

RESULT:	**DISCUSSED**

V. Future Agenda Items

None

VI. Public Comment Period

None

VII. Adjournment

Attachment: Draft Minutes 12-19-19 (9042 : Approve Board of Park Commissioners Minutes from the December 19, 2019 Meeting.)

Sue Schinkten moved to adjourn the meeting at 7:14 pm, seconded by Alderperson Chandik Kundinger. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela

Attachment: Draft Minutes 12-19-19 (9042 : Approve Board of Park Commissioners Minutes from the December 19, 2019 Meeting.)

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**January 16, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Paula Rahn**
SUBJECT:	**Consideration and Possible Action to Approve Sponsorship of Veterans Luncheon by Ryan Funeral Home.***

The De Pere Parks & Recreation Department, led by Activity Coordinator Dawn Barron, hosted a Veterans Appreciation Luncheon & Card Games Event on November 13, 2019. Ryan Funeral Home paid for the luncheon which was catered by the Swan Club. Due to this sponsorship the event was free for the participants. There were 145 people who attended this wonderful event. The value of this sponsorship was $1,450.

Staff is seeking approval for the acknowledgement of Ryan Funeral Home's generous sponsorship.

Thank you.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**January 16, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Paula Rahn**
SUBJECT:	**Approval of $500 Donation from Kiwanis Club of De Pere for Recreation Scholarship Program.***

Staff is seeking approval to accept a $500 donation from the Kiwanis Club of De Pere towards the Recreation Scholarship Program. For 2019 the Recreation Scholarship Program provided scholarships to 70 families or individuals to partake in recreation programs through our department. To date, this has been the highest number of scholarships awarded in one year.

The breakdown for scholarships this past year was as follows: 43 scholarships were awarded for Family Swim Passes & Caregiver Passes, 6 for Co-Sponsored Sports (Hockey, Baseball, Soccer) and the remaining 21 scholarships went towards summer day camp, playgrounds and instructional based classes such as swim lessons, dance classes, flag football and tae kwon do classes.

Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: **January 16, 2020**

DEPARTMENT: **Parks, Recreation & Forestry**

FROM: **Marty Kosobucki**

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

Alderperson Nelson is requesting the Board of Park Commissioners consider a different approach to replacing the restroom building at Voyageur Park. He is requesting the Board consider making the building a multi use facility that includes a restroom. To help support funding of such a facility Alderperson Nelson is recommending we eliminate funding allocated for the large stage in Voyageur Park.

There is currently $170,000 allocated to replace the restroom at Voyageur Park. This would accommodate removal, consulting and design, and construction. The Stadium Tax Funding allocated $125,000 toward the development of a large stage in Voyageur Park. This project has been put on hold until the Cultural District Plan begins to take shape.

If the Board of Park Commissioners agrees with Alderperson Nelson's suggestion, staff recommends the following direction. First, the Park Board would need to request the City Council consider reallocating the funding from the Stadium Tax Funding toward the creation of a larger and more multi use facility. If the City Council would approve this reallocation of Stadium Tax funding, the Board of Park Commissioners would then need to determine goals of the facility. This would become a future agenda item.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**January 16, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Consideration and Possible Action to Approve Amerilux to be the Main Sponsor of the Beer Garden.***

We have received a proposal from Amerilux to be the main sponsor for the 2020 Beer Gardens. They are offering a sponsorship of $4,000 in return for being the main sponsor as outlined in our marketing plan for sponsors. If approved, we would not entertain another "Main" sponsor for the event however would continue to entertain individual event sponsors.

Amerilux is located in our east side Industrial park. Their website indicates they are a value-adding distributor of multiwall and corrugated polycarbonate sheet products, PVC sheet and liner panels, and steel coil.
Staff supports approving their request to be the main sponsor of the 2020 Beer Gardens.

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: **January 16, 2020**

DEPARTMENT: **Parks, Recreation & Forestry**

FROM: **John McDonald**

SUBJECT: **Consideration and Possible Action to Approve Purchase of Inflatable Water Course.**

Staff is seeking approval and direction for purchase of Inflatable Obstacle options. The course comes with 3 separate modules. It starts with a starting pod, then transitions into an obstacle course, and ends with an exit module. Based on manufacturer guidelines all courses must start with a starting pod. We do not need to have an exiting pod. Attached are the suggested options available to choose from that will fit our pool depths, lengths and pool operations. Staff is continuing to evaluate the best options and will present recommendations to the Park Board at the January meeting.

The pools will offer 2 different lay outs for course options. Attached is the diagram. Aflex is offering free freight if orders are placed by March 31st. We would have one additional month to give sponsor logos if sponsors were attained.

Sponsor logos would cost an additional $100. Logo size is approximately 12 in. by 24 in..

Thank you for your considerations.

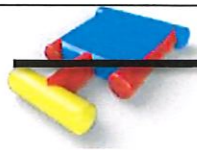
John McDonald

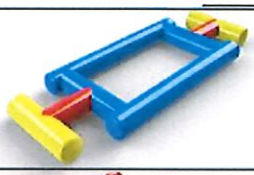
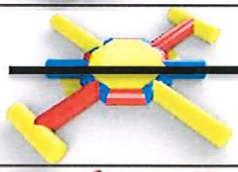
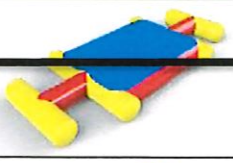
ATTACHMENTS:

- Inflatables Pricing (PDF)

PRICE LIST

POOL FUN OBSTACLE COURSES & MODULES

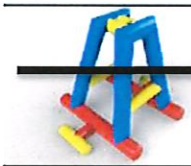
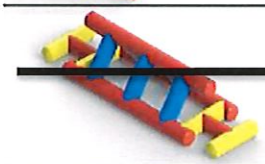
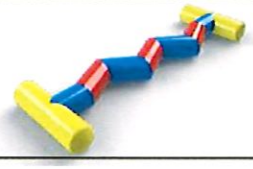
START MODULES	NAME & CODE	DIMENSIONS	MIN. WATER DEPTH	PRICE USD
	Start Block MD-081-00	8'2" L x 5'3" W x 1'4" H Approx Weight 37.5lbs	3'7"	$955
	Start Pod MD-045-00	7'3" L x 5'3" W x 1'4" H Approx Weight 28lbs	3'7"	$975

OBSTACLE MODULES	NAME & CODE	DIMENSIONS	MIN. WATER DEPTH	PRICE USD
	Crater MD-011-00	14'9" L x 5'3" W x 1'4" H Approx Weight 40lbs	3'7"	$1,345
	Hole in the Wall MD-147-00	14'9" L x 5'3" W x 6'7" H Approx Weight 88lbs	3'7"	$2,695
	Hurdle MD-101-00	13'1" L x 6'7" W x 4'11" H Approx Weight 53lbs	5'5"	$1,495
	Mini Star Raft MD-161-00	14'9" L x 14'9" W x 1'4" H Approx Weight 66lbs	3'7"	$2,595
	Overpass MD-031-00	13'1" L x 6'7" W x 5'3" H Approx Weight 66lbs	5'7"	$2,095
	Overpass Low MD-004-00	13'1" L x 5'3" W x 3' H Approx Weight 55lbs	4'5"	$1,750
	Paddlers Pad MD-190-00	13'1" L x 5'11" W x 1'4" H Approx Weight 66lbs	3'7"	$1,895
	Peg Play MD-041-00	8'2" L x 3'11" W x 2'4" H Approx Weight 18lbs	3'7"	$795

Pricing is provided in the currency of the country of enquiry unless otherwise stated. Pricing is correct at August 2019. Above prices do not include duties, customs fees, taxes, freight & blowers. Dimensions are approximate. All products use Aflex red, blue & yellow for maximum visual impact unless otherwise requested. Minimum water depth is calculated on user height of 5'11". *Asterisk denotes where minimum water depth is calculated on user height

Attachment: Inflatables Pricing (9088 : Consideration and Possible Action to Approve Purchase of Inflatable Water Course.)

PRICE LIST
POOL FUN OBSTACLE COURSES & MODULES

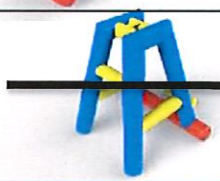
OBSTACLE MODULES	NAME & CODE	DIMENSIONS	MIN. WATER DEPTH	PRICE USD
	Pipeline MD-051-00	8'2" L x 3'11" W x 1'4" H Approx Weight 18lbs	3'7"	$525
	Slalom MD-148-00	19'8" L x 7'7" W x 8'2" H Approx Weight 88lbs	3'7"	$3,150
	Slide Over MD-145-DK	19'8" x 5'3" W x 3'3" H Approx Weight 99lbs	4'7"	$3,650
	Split Ladder MD-071-00	18'1" L x 5'3" W x 1'4" H Approx Weight 60lbs	3'7"	$1,695
	Step Over MD-145-00	19'8" L x 5'3" W x 3'3" H Approx Weight 77lbs	4'7"	$3,200
	Swing (Centre) MD-091-CNT	14'9" L x 11'6" W x 11'6" H Approx Weight 97lbs	4'3"	$4,395
	Wall MD-002-00	16'5" L x 5'3" W x 4'3" H Approx Weight 59lbs	5'1"	$2,190
	X Marks the Spot MD-111-00	8'2" L x 8'2" W x 2'4" H Approx Weight 31lbs	3'7"	$1,095
	Zig Zag MD-121-00	13'1" L x 3'11" W x 1'4" H Approx Weight 22lbs	3'7"	$795

Pricing is provided in the currency of the country of enquiry unless otherwise stated. Pricing is correct at August 2019. Above prices do not include duties, customs fees, taxes, freight & blowers. Dimensions are approximate. All products use Aflex red, blue & yellow for maximum visual impact unless otherwise requested. Minimum water depth is calculated on user height of 5'11". *Asterisk denotes where minimum water depth is calculated on user height

Attachment: Inflatables Pricing (9088 : Consideration and Possible Action to Approve Purchase of Inflatable Water Course.)

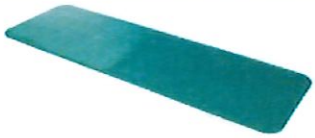
PRICE LIST

POOL FUN OBSTACLE COURSES & MODULES

EXIT MODULES	NAME & CODE	DIMENSIONS	MIN. WATER DEPTH	PRICE USD
	Cannon MD-142-00	11'10" L x 5'3" W x 4'7" H Approx Weight 40lbs	5'3"	$1,840
	High Jump MD-141-00	6'7" L x 5'3" W x 3'3" H Approx Weight 26lbs	4'7"	$795
	Pirate Plank MD-061-00	13'1" L x 5'3" W x 1'4" H Approx Weight 26lbs	3'7"	$845
	Slide 1.1m MD-003-00	11'6" L x 5'3" W x 3'7" H Approx Weight 42lbs	4'9"	$1,670
	Slide 1.5m MD-001-00	11'6" L x 6'7" W x 4'11" H Approx Weight 42lbs	5'5"	$1,750
	**Swing (End)** MD-091-00	12'2" L x 11'6" W x 11'6" H Approx Weight 97lbs	4'3"	$3,995

Attachment: Inflatables Pricing (9088 : Consideration and Possible Action to Approve Purchase of Inflatable Water Course.)

PRICE LIST
POOL FUN OBSTACLE COURSES & MODULES

ACCESSORIES	NAME & CODE	DIMENSIONS	PRICE USD
	Connecting Sleeve MD-131-00	Fits all pool fun & junior series modules	$95
	Hand Pump CP-904-00		$45
	High Pressure Blower CP-912-00		$130
	Anchor Bag CP-923-00		$159 (price excluc ballast chain
	Rules of Play Sign CP-925-00	3′ H x 2′ W x 0′8″ Deep	$435
	Non-Slip Entry Mat CP-921-00	5′11″ L x 2′ W	$185
	Trolley (Large) CP-942-00	4′11″ L x 3′ W x 0′4″ H	$995
	Trolley (Medium) CP-945-00	3′7″ L x 2′4″ W x 0′4″ H	$795

www.aflexinflatables.com

Pricing is provided in the currency of the country of enquiry unless otherwise stated. Pricing is correct at August 2019. Above prices do not include duties, customs fees, taxes, freight & blowers. Dimensions are approximate. All products use Aflex red, blue & yellow for maximum visual impact unless otherwise requested. Minimum water depth is calculated on user height of 5′11″. *Asterisk denotes where minimum water depth is calculated on user height

Attachment: Inflatables Pricing (9088 : Consideration and Possible Action to Approve Purchase of Inflatable Water Course.)

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**January 16, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Paula Rahn**
SUBJECT:	**Consideration and Possible Action to Approve Consultant for Community Center Roof/Insulation Investigation & Construction Management.***

ATTACHMENTS:

- Insulation Project 1-8-20 - Park Board Memo (DOCX)
- Graef Proposal - CC Roof (PDF)
- RCL Proposal - CC Roof (PDF)
- A-AE_Proposal_Air Barrier Repair_DePere Community Center (PDF)
- VFW_Park_Community_Center_Roofing (PDF)
- Sample Consultant Agreement (PDF)

CITY OF DE PERE

Community Center

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

TO: Board of Park Commissioners

FROM: Paula Rahn, Recreation Superintendent

DATE: January 8, 2020

RE: Quote for Community Center Roof/Insulation Investigation and Construction Management

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Over the years, we have been having lots of problems with ice dams on the roof of our Community Center. Large icicles form hanging over the sides of the eave troughs. When the icicles start to drip, it freezes on the sidewalks below, which then causes hazardous situations for people using our walks. We've had several people look at it and received numerous opinions. The latest opinion, which our maintenance staff believe is to be on point, is that the building needs an extensive amount of insulation work as some areas were missed during the construction process. The lack of insulation has led to ice dams forming and a tremendous amount of heat loss for our building.

Staff believes the best way to handle this project is to hire a consulting firm to investigate and confirm this heat loss issue. Quotes were solicited for consultants to provide a cost for the following services:

1) Consultant to analyze/confirm the insulation issue; draft report of recommendations and budget estimates
2) Draw up specifications and a plan that can be implemented into our project manual
3) Provide on-site inspection during construction to ensure the project is being completed as specified.

To aid in the consultants understanding of the project, staff provided architectural plans of the Community Center and a rough estimate from Accurate-Airtight Exteriors which explained their proposed solution. (See attachments).

The following two quotes were received for consideration. Both proposals have been attached for your review.

	GRAEF	RCL Engineering Group
Investigation & Report Fees	$1,550	$2,500
Design & Bidding Fees	$3,750	$3,500
Project Oversight Fees	$1,200	$5,750
Grand Total	**$6,500**	**$11,750**

Staff recommends the contract be awarded to Graef, who provided the lowest quote for the services requested. Upon approval, an Agreement for Services will then be drafted by our Legal Department. A sample agreement has been attached for your review.

Thank you for your time and consideration.

Attachment: Insulation Project 1-8-20 - Park Board Memo (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

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December 9, 2019

Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 South Sixth Street
De Pere, Wisconsin 54115-1199

SUBJECT: Community Center Roof Rehab
Proposal for Professional Services

Dear Marty:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and the City of De Pere (Client).

This proposal is for Community Center Roof Rehab (Project). It is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to evaluate the Community Center Roof for likely causes of ice dams and develop a solution. It is anticipated that the solution is related to insulation and structural modifications are not part of the work.

For this Project, GRAEF proposes to provide the following Basic Services:

Task 1

- Review the original Community Center design drawings and specificiations provided by the City.
- Perform a site visit/inspection of the existing attic space, ceiling penetrations, and mechanical duct locations, in coordination with City Staff. Exterior roof will be visually inspected from ground level.
- Prepare a summary Field Report of our observations and recommendations for solutions.

Task 2

- Develop technical specifications and requirements for work anticipated to focus on spray foam insulation, soffit insulation, interior attic venting, and vapor barrier..
- Prepare a drawing markup exhibit of the original related design drawings with proposed work notes for inclusion in a Project Manual prepared by the City.
- Prepare miscellaneous related details to clarify work requirements.

Task 3

- Complete two (2) site inspections: one (1) at the beginning of the work to outline requirements and needs with the contractor; and one (1) at completion of the work to verify compliance with specifications.
- Prepare summary Field Report for each site inspection.

Attachment: Graef Proposal - CC Roof (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction

Attachment: Graef Proposal - CC Roof (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction

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GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule. We anticipate the work to be done in Spring 2020.

GRAEF can provide a scope and fee for Additional Services upon written request. Additional Services will be incorporated into the work via a formal signed Amendment.

It is our understanding that you will provide the following services, items and/or information:

- Original Community Center Design Drawings and Specificaitons
- Access to the building for inspection
- Preparation of the Project Manual including front end sections
- Bidding Services
- Project construction administration and closeout.

You agree to compensate GRAEF for all basic services noted above on an **hourly rate and direct expense basis not to exceed $6,500**. Fee breakdown of the noted tasks is as follows:

- Task 1: $1,550
- Task 2: $3,750
- Task 3: $1,200

Direct Expenses will be billed at cost and are included in the fee quoted above. Direct Expenses include primarily mileage.

To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project.

We look forward to working with you on this important project. Please call us at 920-405-3814 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Patrick J. Skalecki, P.E., LEED AP
Vice President | Principal

Accepted by:
City of De Pere

_____
(Signature)

_____
(Name Printed)

_____
(Title)

_____
(Date)

G:\Mkt\Proposals & SOQs\GB\MUN\De Pere, City\De Pere Community Center Roof Rehab_20_1219

Attachment: Graef Proposal - CC Roof (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction

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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on December 9, 2019 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of De Pere (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: **Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars ($100,000.00).**

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.

Attachment: Graef Proposal - CC Roof (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction

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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

RCL
Engineering Group
Forensic & Structural Engineering **1-800-549-0802**
~ A Business Unit of Roofing Consultants Ltd. ~

PROPOSAL

Date: December 6, 2019

Prepared For: City of De Pere

ATTN: Marty J. Kosobucki
Director of Parks, Recreation & Forestry

Location: Community Center at VFW Park
600 Grant Street, De Pere, WI 54115

Description: 2-Story Municipal Building
Age: ~20 Years
Size: ~10,000 sq. ft.
Roof / Attic: Steep Slope Roof – Composition Shingles
Traditional Attic Space & Cathedral Ceiling Attic Space
Batt Fiberglass Insulation / Vapor Retarder

Scope: Roof / Attic Investigation – Insulation, Ventilation, Etc.

Purposes:
A. Determine cause(s) of "ice damming" issues
B. Make recommendations for repair/retrofit work

A. INVESTIGATION & REPORT

1. PREPARATION
- **a.** Review of architectural drawings, construction-related documents, etc.
- **b.** Collection of historical information regarding locations, frequency & nature of water infiltration / "ice damming".
- **c.** Reports/proposals/invoices of past repair work.
- **d.** Other historical information provided by the City.

2. ROOF / EXTERIOR INVESTIGATION
- **a.** Composition Shingles – Installation & Condition, Flashings, etc.
- **b.** Underlayment
- **c.** Drainage
- **d.** Ventilation – Roof & Soffits

3. ATTIC / INTERIOR INVESTIGATION
- **a.** Insulation – Type, Thickness, R-Value, Distribution, etc.
- **b.** Ventilation – Eaves, Roof, General Air flow, etc.
- **c.** Air/Vapor Retarder – Type, Continuity, Transitions, etc.
- **d.** Interior – Visual observation of locations of water infiltration.
- **e.** Infrared thermography of interior ceilings/walls to identify cold spots / areas of heat loss.

4. REPORT
- **a.** Summary of findings of investigation.
- **b.** General recommendations for repair/retrofit/replacement work.
- **c.** Budget estimates for recommended work.
- **d.** Roof/attic/section detail drawings as deemed necessary.
- **e.** Photographic record.
- **f.** Infrared images

5. MEETING
- **a.** If Requested.
- **b.** Review findings of report and discuss next steps.

2307 Badger Dr., P.O. Box 1305, Waukesha, WI 53187 **262-549-0802** **Fax: 262-549-0776**
P.O. Box 4458, Skokie, IL 60076 **847-965-3366** **Fax: 847-965-9050**
17295 Chesterfield Airport Rd., Suite 200, Chesterfield, MO 63005 **636-530-3663** **Fax: 636-530-0596**
12221 Wood Lake Drive, Suite 200, Burnsville, MN 55337 **612-238-0802** **Fax: 612-238-0776**
9465 Counselors Row, Indianapolis, IN 46240 **317-584-5440** **Fax: 317-584-5483**
Web Site: www.rcleng.com **E-Mail: info@rcleng.com**

Attachment: RCL Proposal - CC Roof (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction

B. DESIGN & BIDDING

1. SPECIFICATION & PLAN DEVELOPMENT

- **a.** Design a complete set of instructions listing the approved materials and outlining the work procedures.
- **b.** Incorporation of alternate upgrades for consideration.
- **c.** Provide required CADD plans and construction details to correspond with specifications.
- **d.** Ensure compliance with current building codes.
- **e.** Specification booklet includes all bidding documents and contractual requirements.
- **f.** Specification booklet printing.

2. MANAGEMENT OF BIDDING PROCESS

- **a.** Selection / Recommendation of Approved Contractors for Bidding
- **b.** Mandatory Pre-Bid meeting on-site with selected Contractors – Explanation & clarification of specifications.
- **c.** Handle all contractor inquiries leading up to bid due date.
- **d.** Specification Addendum(s) as required.

3. PROJECT AWARD – CONTRACTOR SELECTION

- **a.** Review Contractor proposals, bonds, insurance, references, etc.
- **b.** Bid Tally
- **c.** Advise City on selection Contractor – Recommendation Letter.
- **d.** Preparation of Contractual Agreement between City and Contractor – If Requested

C. PROJECT OVERSIGHT

1. ACT AS OWNERS REPRESENTATIVE THROUGHOUT THE COURSE OF THE PROJECT

2. PRE-CONSTRUCTION CONFERENCE

- **a.** Meeting prior to project commencement with City Representative and Contractor.
- **b.** Review all details, logistics, timing, contacts, etc. of project.

3. INSPECTIONS

- **a.** Up to 4 site visits during project work
- **b.** Written report with accompanying photos for each inspection
- **c.** Confirmation that work is conforming with specifications, manufacturer's requirements and building codes.
- **d.** Any issues/concerns to be addressed with Contractor & brought to the attention of City. .

4. FINAL INSPECTION

- **a.** Thorough overview of completed job.
- **b.** Punch list of items for Contractor to complete/correct.

5. PAY APPLICATION APPROVAL

- **a.** Review of Contractor's pay applications to ensure consistency with project completion.
- **b.** Require and review Contractor's and subcontractor's partial and final lien waivers.

6. PROJECT CLOSEOUT REPORT

Compilation of inspector's daily reports, progress photographs, approved pay applications, manufacturer's warranties, workmanship guarantees and any other pertinent information or correspondence related to the project.

*** **All Work Detailed Above to be Performed for the Following Fees:** Initial

A.	**Investigation & Report**	**$ 2,500.00**	_____
B.	**Design & Bidding**	**$ 3,500.00**	_____
C.	**Project Oversight**	**$ 5,750.00**	_____
TOTAL		**$ 11,750.00**	_____

Attachment: RCL Proposal - CC Roof (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction

RCL Fees are based upon the following rates:

Engineer/Consultant	$ 210.00/hr
Building Envelope Consultant	$ 185.00/hr
Field Assistant	$ 90.00/hr
CADD Draftsman	$ 90.00/hr
Office Staff	$ 55.00/hr
Mileage	$ 0.58/mile

Notes:

1) *Fees quoted for A & B represent Fixed Amounts.*
2) *Fee quoted for C is a "not-to-exceed" amount. Final fee may be less.*
3) *All related expenses included.*
4) *Refer to attached Terms & Conditions*
5) *Quoted fees will remain in force through 2020*

APPROVED: **** Initial selected items above*

Signature _____ Date _____

Print Name _____ Title _____

Attachment: RCL Proposal - CC Roof (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction

1. SERVICES. The Consultant shall provide professional services in accordance with the accepted Scope of Work listed on the attached proposal, which will act as the Agreement upon execution.

2. EXECUTION. This Agreement becomes effective upon signatures by authorized representation of the Client and the Consultant and upon receipt by The Consultant of a signed original or digital/facsimile transmittal. If transmittal is initially sent to the Consultant, Client will provide the Consultant with a signed original for record as soon as practicable.

3. INITIATION. The Consultant is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.

4. COMPLETION/TERMINATION. This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This Agreement may be terminated by either party upon a ten (10) day written notice should the other party fail substantially to perform in accordance with its terms. In the event of termination, The Consultant shall be paid in accordance with the compensation terms of this Agreement for services provided in accordance with the Scope of Services, together with all costs arising out of such termination.

Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party, or otherwise stipulated contractually.

5. STANDARD OF CARE. Services provided by the Consultant to Client under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This representation is in lieu of any warranties or other representations; either expressed or implied.

6. INDEPENDENT CONSULTANT. The Consultant is and shall be at all times during the term of this Agreement an independent Consultant and not an employee or agent of the Client.

7. COMPLIANCE WITH LAWS. The Consultant will endeavor to comply with Federal, State and local laws and ordinances applicable to the services to be provided under this Agreement.

8. COLLECTION COSTS. In the event legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, the Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Consultant in connection therewith.

9. OWNERSHIP OF DOCUMENTS. Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of the Consultant. The Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. The Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without the written authorization of and appropriate compensation to the Consultant. The Client may retain copies of any and all reports, drawings, plans and specifications.

10. SITE VISITS/OBSERVATION. If included in the Scope of Work, the Consultant shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractor's work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by the Consultant as part of services during construction under Agreement shall not make the Consultant responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make the Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction, means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the work under the construction contractor(s) and for all safety precautions incidental thereto.

11. EQUAL OPPORTUNITY EMPLOYMENT. The Consultant will comply with federal regulations pertaining to Equal Opportunity Employment. The Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is the Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. The Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices. The Consultant's equal opportunity employment policy applies to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.

12. INSURANCE. The Consultant will maintain the following levels of insurance during the term of this Agreement. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies. Consultant will provide Client with evidence of such coverage upon reasonable request.

a. Workers Compensation (and Employers Liability Insurance) – as required by applicable statute.

b. Commercial General Liability – **$**1,000,000 per occurrence for bodily injury, including death and property damage, and $2,000,000 in the aggregate.

c. Automobile Liability – minimum of $1,000,000 combined single limit for bodily injury and property damage.

d. Professional Liability (E&O) - $1,000,000 each claim and $2,000,000 in the aggregate.

13. INDEMNIFICATION/HOLD HARMLESS. The Consultant shall indemnify and hold harmless the Client and its employees from liability, settlements, loss or costs resulting from the concurrent negligence of the Consultant and the Client. It is expressly agreed that the Consultant's obligations and indemnity under this paragraph shall be effective only to the extent of the Consultant's negligence. The Consultant's liability is limited to the proceeds recovered from the insurance carried by the Consultant and within the monetary limits of insurance specified in this Agreement.

In no event shall either Client or the Consultant be liable for any incidental, indirect or consequential damages.

14. LIMITATION OF LIABILITY. In the event of damages arising from Consultant's negligent error or omission, Consultant's out-of-pocket liability shall be limited to the greater of $50,000.00 or the fees paid to it by Client, provided that such limitation shall be subject to and after the application of any professional liability insurance coverage.

15. DISPUTES. Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of WI. Mediation is an express condition precedent to the filing of any legal action.

16. ATTORNEY FEES. Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney fees from the other party. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

17. SEVERABILITY AND SURVIVAL. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of the Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Consultant shall survive the completion of the services hereunder and the termination of this agreement.

Initials _____

A-AE Contact: Torrance Kramer Date: 5-9-19
PHONE: 608-217-3487
EMAIL: torrancek@a-aexteriors.com

Accurate-Airtight Exteriors

3336 Commercial Ave, Madison WI 53714
N2575 Orchard Way, Waupaca, WI 54981

Authorized Signature: *Torrance Kramer*

Accurate-Airtight Exteriors

NAME	CONTACT PERSON	PROPOSED STARTING DATE / FINISHING DATE
De Pere Community Center	**Thomas Blohowiak**	**Fall 2019**

JOB ADDRESS	CITY	STATE	ZIP
600 Grant St	**De Pere**	**WI**	**54115**

BILLING ADDRESS	CITY	STATE	ZIP
925 South Sixth St	**De Pere**	**WI**	**54115**

PHONE (Thomas Blohowiak)	EMAIL
920-339-4072 ext. 2250	**tblohowiak@mail.de-pere.org**

The above, hereafter called the Purchaser, provides for performance by Accurate-Airtight Exteriors, hereinafter for the work stipulated below by the terms and conditions set forth below and on reverse side. Contractor agrees to perform the described work for Purchaser in accordance with common practices unless otherwise specified. Additional details as to any other specifications shall be shown hereto and made a part hereof. Any prior representations not included herein, do not survive the execution of this Contract as this is the entire agreement.

Thank you for this opportunity to provide you with this proposal for your project. We appreciate the opportunity to utilize our experience and expertise in commercial envelope repair to make **City of De Pere Community Center** more efficient and cost effective for many years to come. Being a company that prides itself on promoting practical energy efficiency strategies we believe that we would be a good fit for increasing the efficiency and building integrity of this building.

I. Project Description:

A. Install spray applied closed cell foam insulation to roof deck of building.

B. While onsite, investigate additional energy savings through envelope repair strategies.

Air Barrier and Thermal Barrier Repair

Your building has evidence of substantial uncontrolled air leakage and an ineffective insulation design.
We are able to significantly reduce ice damming and building heat loss through insulation and air barrier repair.

Install nominal 6" of closed cell spray applied foam insulation to roof deck of building, often called a 'hot roof'. This will provide an estimated R42 insulation to roof deck. We believe this to be an effective insulation depth for this building climate zone. A spray applied ignition barrier will applied to all interior foam surfaces.
Other insulation depths and methods can be explored upon request.

This proposal includes all building roof areas except the lobby and the overhangs/eaves. The eaves will be blocked from the attic and insulated.

Access to attic from multiple locations. Expect access from inside building and from outside building during entire process.

Great care will be taken to avoid damage to any community center property; whether from air barrier repair products, vehicles, or other means. Each day all spaces will be cleaned to a standard as found or better.

Estimate:
Foam insulation install to roof.
Price includes materials, labor, bonding, current insulation removal as needed, disconnecting roof exhaust fans, travel costs.
Project expected to last 1-2 weeks depending on staffing.
Nights and weekend work expected while building is in operation.
Attic space will be mechanically ventilated during construction and for a period after install for safety to evacuate VOCs.

We hereby propose to furnish labor & materials complete in accordance with above specifications for the sum of:

Total Cost $100,000

This is a Preliminary Estimate to be used for gauging interest and feasibility.
To provide a formal detailed Design Proposal; further inspection, onsite review, and a planning discussion will be required.

Payment Terms: *Within 30 days or additional charge may be incurred.*

50% down **50% Day of Completion** **TOTAL DUE** **$ESTIMATE**

Purchaser's Signature_____ Date _____

Purchaser's signature creates a binding contract on the terms and conditions set forth herein.

Attachment: A-AE_Proposal_Air Barrier Repair_DePere Community Center (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)

SUPERVISION, QUALITY CONTROL, AND SURPLUS MATERIALS
The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, techniques, sequences and procedures and for contracting and performing all portions of the work and quality control under the contract. Any surplus materials are the sole property of the Contractor.

DELAYS ETC.
Purchaser hereby acknowledges that Contractor may be subject to delays occasioned by inclement weather, labor disputes and material supply shortages which are beyond the control of the Contractor and Purchaser hereby accepts any delays occasioned by one or all of these circumstances in the initiation of his work. Purchaser further agrees to pay Contractor an amount equal to 10% of the total contract price should Purchaser cancel this for any reason prior to the initiation of work.

BUYERS RIGHT TO CANCEL
Purchaser may cancel this contract by written notice at Contractor's office prior to midnight of the third business day after the date of this contract. Any payments or down payments will be fully refunded providing Contractor less any expenses contractor has secured as part of this specific contract.

PAYMENT
Purchaser hereby agrees that if the amounts due and owing thereunder are not paid when due. Purchaser shall be liable to pay all costs of collection, including but not limited to attorney's fees and costs. Said fees and costs together with all sums due shall bear interest at 1.5% per month.

CUSTOMER LIABILITY RELEASE AGREEMENT AND ACCESS TO WORK
Purchaser hereby gives permission and authorizes Contractor or Contractor's Agents to access driveways and property with vehicles. Purchaser releases Contractor and Contractor's Agents from liability and responsibility for any loss or damage done to building or property due to the design or condition of the property that may exist or occur. Purchaser will hold neither Contractor nor Contractor's Agents can be held responsible for conditions of the driveway, land or landscaping, its construction or changes to its structure due to seasonal and/or weather factors unrelated to the construction project. Purchaser grants Contractor full access to the entire property and electricity for execution of work unless otherwise agreed.

In conducting any work, inspections, tests, investigations or studies of the Property, Vendor and its agents shall: (i) comply with all applicable laws in all material respects; (ii) repair any damage to the Property resulting from any such inspections or tests. Vendor hereby agrees to indemnify, defend and hold Owner harmless from and against any liens, claims, causes of action, damages and expenses due solely to Vendor's negligence or willful misconduct in performing Vendor's work, inspections or tests permitted under this agreement.

CONCEALED CONDITIONS
This Agreement is based solely on the observations Contractor was able to make with the project in its condition at the time the work of this Agreement/Contract/Proposal was bid. If additional concealed conditions are discovered once work has commenced or after this Agreement/Contract/Proposal is executed which were not visible at the time this Agreement was bid, Contractor will point out these concealed conditions to Owner, and these concealed conditions will be treated as Additional Work under this Agreement. Contractor and Owner may execute a Change Order for this Additional Work. Contractor is released, held harmless, and indemnified by Owner from all pre-existing mold, fungus, mildew, and organic pathogen problems and is not responsible for costs or damages associated with correcting, containing, testing, or remediating the same.

DEVIATION FROM SCOPE OF WORK
Any alteration or deviation from the Scope of Work referred to in this Agreement/Contract/Proposal involving extra costs of materials or labor (including any overage on ALLOWANCE work and any changes in the Scope of Work required by Owner, Owner's design professional, Owner's agent, or governmental plan checkers or field building inspectors) will be treated as Additional Work under this Agreement resulting in an additional charge to Owner as set forth herein. Contractor and Owner may execute a Change Order for this Additional Work.

DAMAGE ETC.
Should Purchaser become aware of damage to Purchasers property by Contractor, Contractor Agents or Employees during the course of installation, said damage will be brought to the attention of the Contractor prior to the time of payment for the work in question. If Purchaser fails to notify Contract of said damage, within ten working days of occurrence, the Purchaser shall waive all rights against Contractor concerning said damage.

PRIME CONTRACTOR'S NOTICE OF LIEN RIGHTS

As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner may receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS CONTRACT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN PURCHASER AND CONTRACTOR AND NO OTHER REPRESENTATION OR INDUCEMENT, VERBAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS CONTRACT OF SALE.

Attachment: A-AE_Proposal_Air Barrier Repair_DePere Community Center (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)

DE PERE COMMUNITY CENTER AT VFW PARK

CITY OF DE PERE

CITY OF DE PERE PROJECT NO. 99-30

DE PERE, WISCONSIN

OWNER AND ADDRESS
CITY OF DE PERE
335 SOUTH BROADWAY
DE PERE, WI 54115

MAYOR
MIKE WALSH

COMMON COUNCIL
TED PENN - PRESIDENT
MIKE FLECK
TOM WALSH
JIM HOOYMAN
PAUL KEGEL
JEROME DAANEN
MICHAEL DONOVAN
PAUL BAETEN

CITY ADMINISTRATOR
KEVIN BRUNNER

DIRECTOR OF PARKS, RECREATION, AND FORESTRY
JERRY PERKOFSKY

PARK AND RECREATION SUPERVISOR
ERNIE CHRISTUS

DIRECTOR OF PUBLIC WORKS
LEE SCHLEY

BOARD OF PARK COMMISSIONERS
JEANNE HIBBART - PRESIDENT
PETE THOMSON
CATHY NUSS
BILL VOLPANO

Performa®

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ISSUE RECORD

NO.	DATE	DESCRIPTION
1	1/12/99	ISSUED FOR BIDS

SHEETS ISSUED
TS1.1, C1.1, C1.2, C1.3, C2.1, L1.1, A1.1, A1.2, A1.3, A2.1, A2.2, A2.3, A3.1, A3.2, A4.1, A4.2, A4.3, A5.1, A5.2, A6.1, A7.1, A7.2, A8.1, A8.2, A8.3, A9.1, A9.2, S1.1, S2.1, S3.1, S3.2, S3.3, S3.4, S4.1, S5.1, P1.1, P1.2, P1.3, P2.1, P2.2, FP1.1, H1.1, H1.2, H1.3, H1.4, H1.5, H2.1, H3.1, E1.1, E1.2, E1.3, E1.4, E2.1, AND E4.1

ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR
A.F.G.	ABOVE FINISHED GRADE
AGGR.	AGGREGATE
APPD.	APPROVED
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURAL
@	AT
B.P.	BASE PLATE
BRG.	BEARING
B.M.	BENCH MARK
BLKG.	BLOCKING
BOT.	BOTTOM
B.O.P	BOTTOM OF PIPE
B.O.S.	BOTTOM OF STEEL
BLDG.	BUILDING
CLKG.	CAULKING
C.B.	CATCH BASIN
CKT.	CIRCUIT
CL	CENTER LINE
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION
C.M.U.	CONCRETE MASONRY UNIT
CONT.	CONTINUOUS
C.J.	CONTRACTION JOINT
CONTR.	CONTRACTOR
DIA. or ø	DIAMETER
DIM.	DIMENSION
DN.	DOWN
DWL.	DOWEL
D.S.	DOWNSPOUT
E.F.	EACH FACE
EL.	ELEVATION
ELEV.	ELEVATION
E.W.C.	ELECTRIC WATER COOLER
EX.	EXISTING
EXIST.	EXISTING
EXP. JT.	EXPANSION JOINT
FACP	FIRE ALARM CONTROL PANEL
FCO	FLOOR CLEANOUT
F.D.	FLOOR DRAIN
FDN.	FOUNDATION
FTG.	FOOTING
GALV.	GALVANIZED
GA.	GAUGE
G.F.I.	GROUND FAULT INTERRUPT
GYP. BD.	GYPSUM BOARD
H.	HEIGHT or HIGH
H.B.	HOSE BIBB
H.D.	HUB DRAIN
H.P.	HIGH POINT
HORIZ.	HORIZONTAL
H.W.S.	HEADED WELDED STUD
I.D.	INSIDE DIMENSION
I.E.	INVERT ELEVATION
I.F.	INSIDE FACE
I.G.	ISOLATED GROUND
INSUL.	INSULATION
I.P.	INTERMEDIATE POINT
JT.	JOINT
LAV.	LAVATORY
LG.	LONG
L.P.	LOW POINT
M.H.	MAN HOLE
M.H.	MOUNTING HEIGHT
MFR.	MANUFACTURER
MAX.	MAXIMUM
MECH.	MECHANICAL
M.O.	MASONRY OPENING
MTL.	METAL
MEZZ.	MEZZANINE
MIN.	MINIMUM
MISC.	MISCELLANEOUS
N.I.C.	NOT IN CONTRACT
N.L.	NIGHT LIGHT
N.T.S.	NOT TO SCALE
NO.	NUMBER
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OPNG.	OPENING
O.F.	OUTSIDE FACE
OVHD.	OVERHEAD
P. LAM.	PLASTIC LAMINATE
PL.	PLATE
PLBG.	PLUMBING
P.I.V.	POST INDICATOR VALVE
R/F	REINFORCING
REQ'D	REQUIRED
R	RISER
R.O.	ROUGH OPENING
R.D.	ROOF DRAIN
SECT.	SECTION
SPEC.	SPECIFICATIONS
SQ. FT.	SQUARE FEET
S.F. or #	SQUARE FEET
S. PT.	SPLICE POINT
S.S.	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
T	TREAD
TEMP.	TEMPERATURE
TH	THICK
T.O.F.	TOP OF FOOTING
T.O.S.	TOP OF STEEL
T.O.W.	TOP OF WALL
TYP.	TYPICAL
VERT.	VERTICAL
WWF	WELDED WIRE FABRIC
W/	WITH
W	WIDTH or WIDE
W.C.	WATER CLOSET
W.CO	WALL CLEANOUT
W.P.	WORK POINT
W.P.	WEATHERPROOF
U.N.	UNLESS NOTED
U.N.O.	UNLESS NOTED OTHERWISE
XFMR	TRANSFORMER

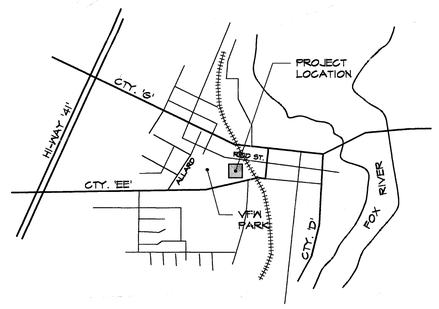
SYMBOLS

NORTH ARROW
EXISTING COLUMN GRID CENTERLINE
NEW COLUMN GRID CENTERLINE
EXISTING ELEVATION REFERENCE
NEW ELEVATION REFERENCE
SOIL BORING
ROOM NUMBER
DOOR NUMBER
REVISION NUMBER
WINDOW NUMBER
WALL TYPE
ACCESSIBLE PARKING INDICATOR
DETAIL OR SECTION NUMBER
SHEET ON WHICH DETAIL OR SECTION IS DRAWN
SECTION CUT REFERENCE
ELEVATION REFERENCE
DETAIL NUMBER AND SCALE
SCALE: 1" = 1'-0"
ENLARGED PLAN OR DETAIL REFERENCES
PROPERTY LINE
EXISTING TO BE REMOVED
CONTRACTORS LIMITS
EXISTING CONTOUR
NEW CONTOUR

MATERIALS

ALUMINUM
ASPHALT
BRICK
COMPACTED FILL
CONC. DRIVES, DRIVES, APRONS
POURED CONC. IN SECTION
CONC. MASONRY UNIT
GLASS
GYP. BOARD
BATT INSULATION
RIGID INSULATION
FINISHED WOOD
ROUGH LUMBER
PLYWOOD
PRECAST CONCRETE
STEEL
UNDISTURBED SOIL

LOCATION MAP



CLASSIFICATION AND AREAS

OCCUPANCY CLASS
ILHR CHAPTER 55 - ASSEMBLY HALL

CONSTRUCTION CLASS
5B - EXTERIOR MASONRY UNPROTECTED
FULL FIRE SUPPRESSION SYSTEM (NFPA 13)

NUMBER OF STORIES
(2) STORIES

HEIGHT OF BUILDING
39'-0"

BUILDING AREA

FIRST FLOOR	=	8,020 SQ. FT.
SECOND FLOOR	=	8,020 SQ. FT.
GROSS TOTAL	=	16,040 SQ. FT.

NO.	BY	DATE
1	DRF	1/12/99

REVISIONS
1 ISSUED FOR BIDS

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 99-30
DE PERE WISCONSIN

Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115

TITLE SHEET

DRAWN	CHK'D
JOE N.	M.
DATE	1/12/9
SCALE	NON
CAD FILE	TS1-
DRAWING No.	TS1.1
PROJECT	REV.
98108	1

PLOTTED 1/13/99

PARK-COMMUNITY CENTER\55

55

Attachment: VFW_Park_Community_Center_Roofing (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)

ROOF PLAN NOTES:

1. ROOF CONSTRUCTION TO BE AS FOLLOWS;

   TRUSSES 24" O.C. - SEE STRUCTURAL
   WOOD SHEATHING - SEE STRUCTURAL
   FELT - SEE SPECS.
   ASPHALT SHINGLES - SEE SPECS.

2. PROVIDE ICE AND WATER SHIELD AT PERIMETER OF ROOF - SEE SPECIFICATIONS

ROOF PLAN SYMBOLS:

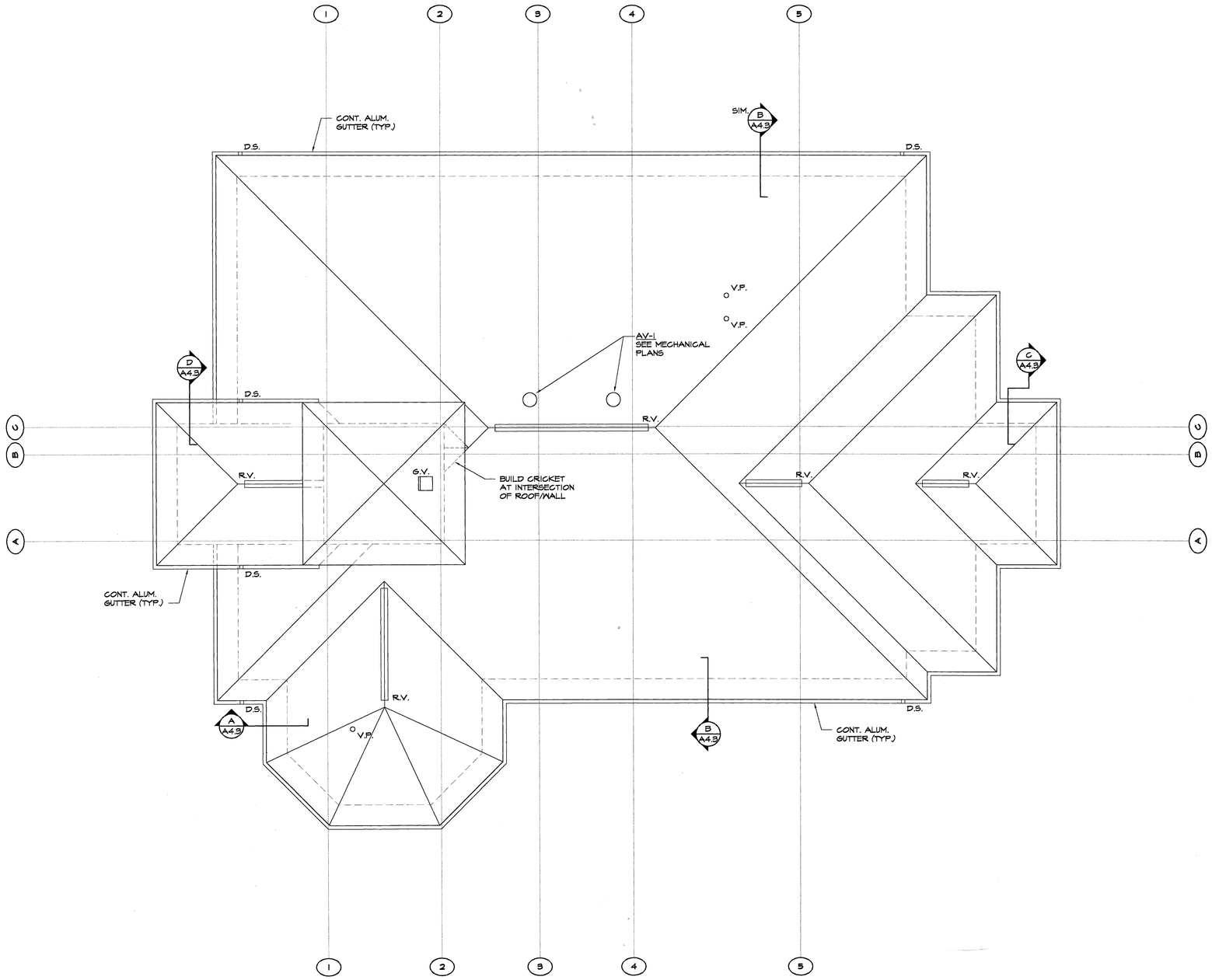
D.S. = DOWNSPOUT LOCATION

G.V. = GRAVITY VENT LOCATION

P.V. = POWERED VENTILATOR

R.V. = RIDGE VENT LOCATION

V.P. = PLUMBING VENT LOCATION



BUILDING ROOF PLAN

SCALE: 1/8" = 1'-0"

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/12/99

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 98-30
DE PERE WISCONSIN

Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115
920-336-9929 FAX: 920-338-2889

BUILDING ROOF PLAN

TITLE

DRAWN	CHK'D
JOE N.	MJM

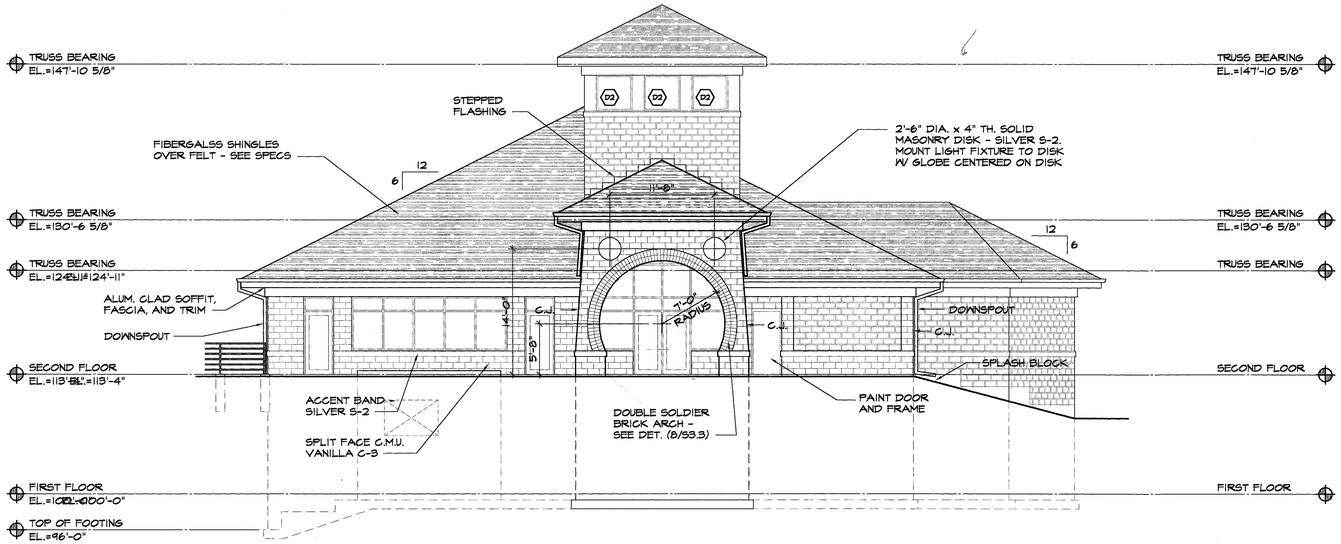
DATE 1/12/99
SCALE 1/8"=1'-0"
CAD FILE A1-3
DRAWING No. A1.3
PROJECT 98108
REV. 1

PLOTTED 1/8/99 M:/98108/A-DWGS/XREF/A-FP-REFL

Attachment: VFW_Park_Community_Center_Roofing (9094 : Consid and Poss Action Approve Consultant for CC RoofInsulation Investigation & Construction Mgmt)

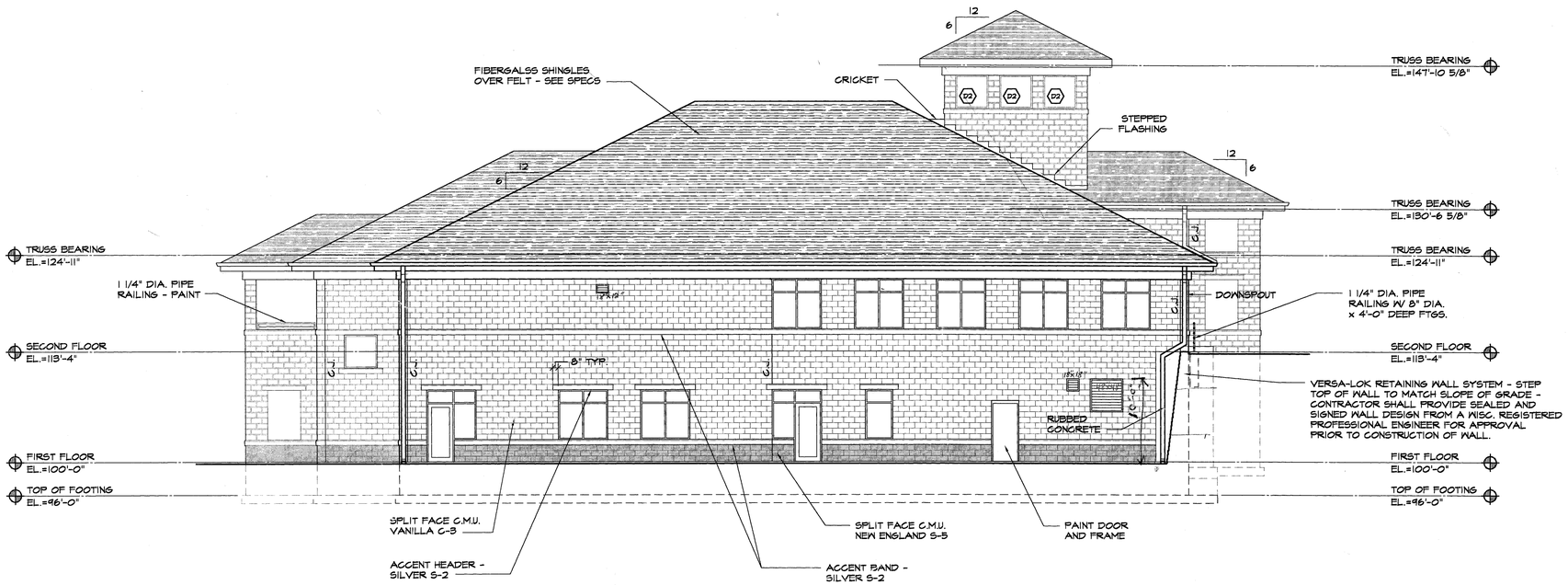
BUILDING ELEVATION NOTES:

1. SPLIT FACE C.M.U. AND BANDING COLOR DESIGNATIONS ARE BASED UPON BEND INDUSTRIES ARCHITECTURAL BLOCK COLORS - COLORS BY OTHER MANUFACTURERS SHALL MATCH WITH NO ADDITIONAL CHARGES AFTER THE BID PERIOD
2. ALL EXTERIOR MASONRY SHALL BE SEALED - SEE MASONRY SPECIFICATIONS
3. FOR WINDOWS NOT DESIGNATED ON ELEVATIONS - SEE FLOOR PLAN SHEETS A1.1 AND A1.2 AND ELEVATIONS ON SHEET A6.1



WEST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRP	1/12/99

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 98-30
DE PERE WISCONSIN

Performa
341 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115
920-336-9929 FAX: 920-336-2899

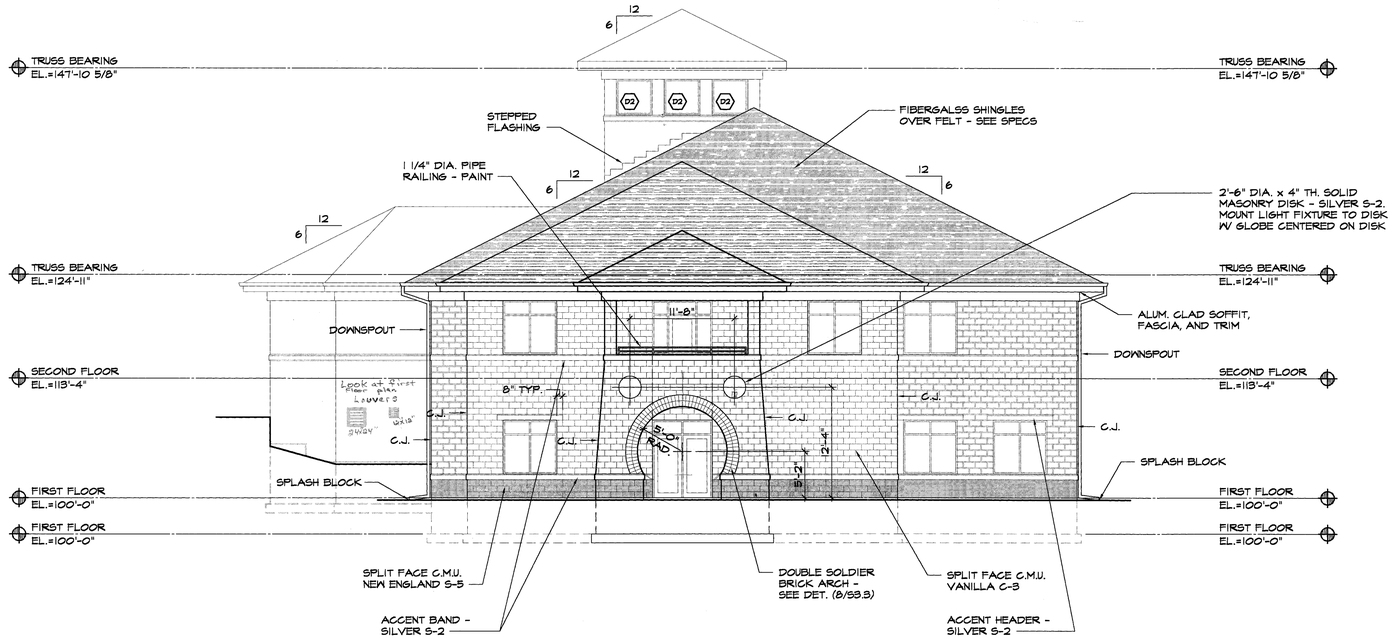
BUILDING ELEVATIONS

DRAWN	JOE N.
CHK'D	MJM
DATE	1/12/99
SCALE	1/8"=1'-0"
CAD FILE	A3-1
DRAWING No.	A3.1
PROJECT	9813
REV.	

Attachment: VFW_Park_Community_Center_Roofing (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)

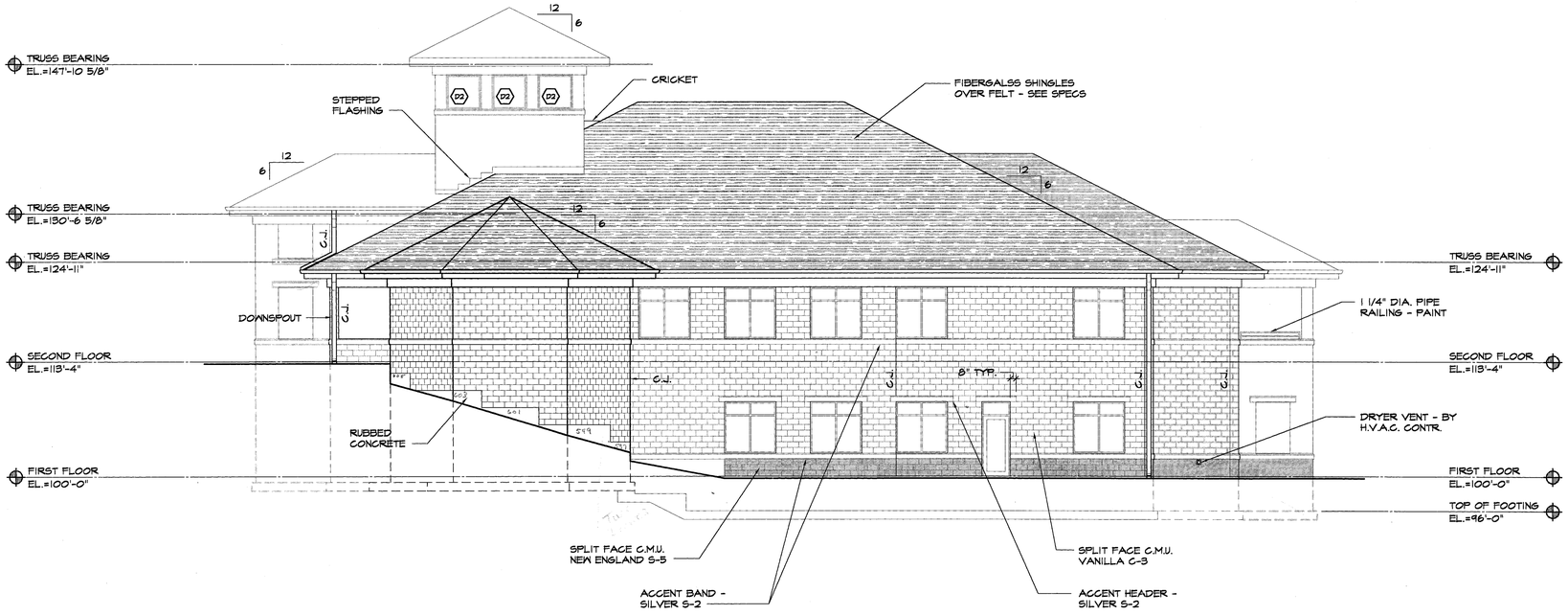
BUILDING ELEVATION NOTES:

1. SPLIT FACE C.M.U. AND BANDING COLOR DESIGNATIONS ARE BASED UPON BEND INDUSTRIES ARCHITECTURAL BLOCK COLORS - COLORS BY OTHER MANUFACTURERS SHALL MATCH WITH NO ADDITIONAL CHARGES AFTER THE BID PERIOD
2. ALL EXTERIOR MASONRY SHALL BE SEALED - SEE MASONRY SPECIFICATIONS
3. FOR WINDOWS NOT DESIGNATED ON ELEVATIONS - SEE FLOOR PLAN SHEETS A1.1 AND A1.2 AND ELEVATIONS ON SHEET A6.1



EAST ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/12/99

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 99-30
DE PERE WISCONSIN

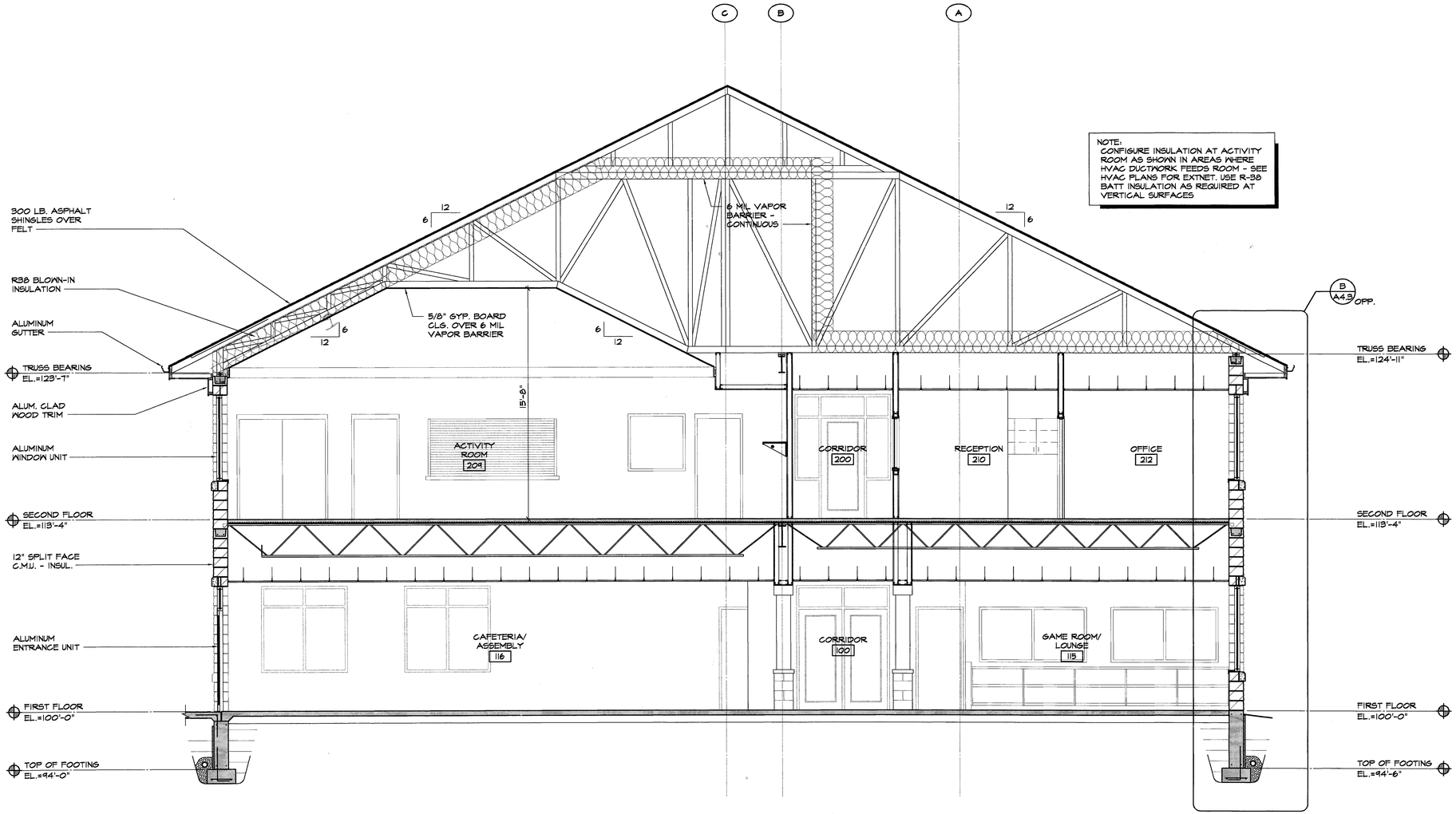
Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115
920-336-9929 FAX: 920-336-2899

TITLE: BUILDING ELEVATIONS

DRAWN: JOE N.	CHK'D: MJM
DATE: 1/12/99	
SCALE: 1/8"=1'-0"	
CAD FILE: A3--2	
DRAWING No.: A3.2	
PROJECT: 981	REV.

PLOTTED 1/8/99 M:/98108/A-DWGS/XREFS/A-EL-000

Attachment: VFW_Park_Community_Center_Roofing (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)



NOTE:
CONFIGURE INSULATION AT ACTIVITY ROOM AS SHOWN IN AREAS WHERE HVAC DUCTWORK FEEDS ROOM - SEE HVAC PLANS FOR EXTNET. USE R-38 BATT INSULATION AS REQUIRED AT VERTICAL SURFACES

A A4.1 BUILDING CROSS SECTION

SCALE: 1/4" = 1'-0"

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/12/99

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE PROJECT NO. 98-30
DE PERE WISCONSIN

Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 3156
DE PERE, WISCONSIN 54115
PHONE: 920.336.1818 FAX: 920.336.1860

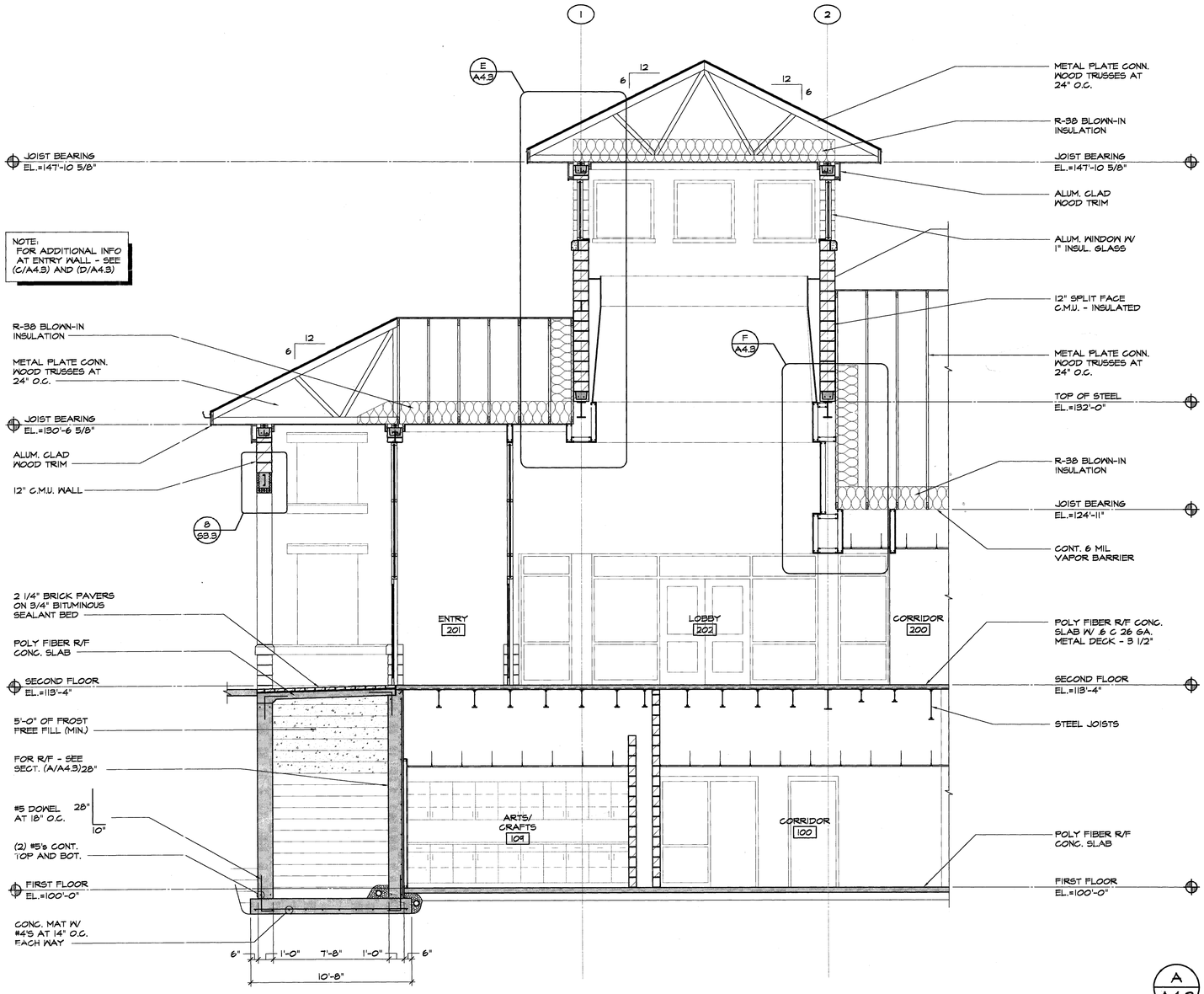
BUILDING CROSS SECTION

DRAWN	JOE N.
CHK'D	MJK
DATE	1/12/99
SCALE	NONE
CAD FILE	A4--
DRAWING No.	A4.1
PROJECT	98108
REV.	1

PLOTTED 1/8/99 M:/98108/A-DWGS/XREFS/A-SC-B51

Attachment: VFW_Park_Community_Center_Roofing (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)

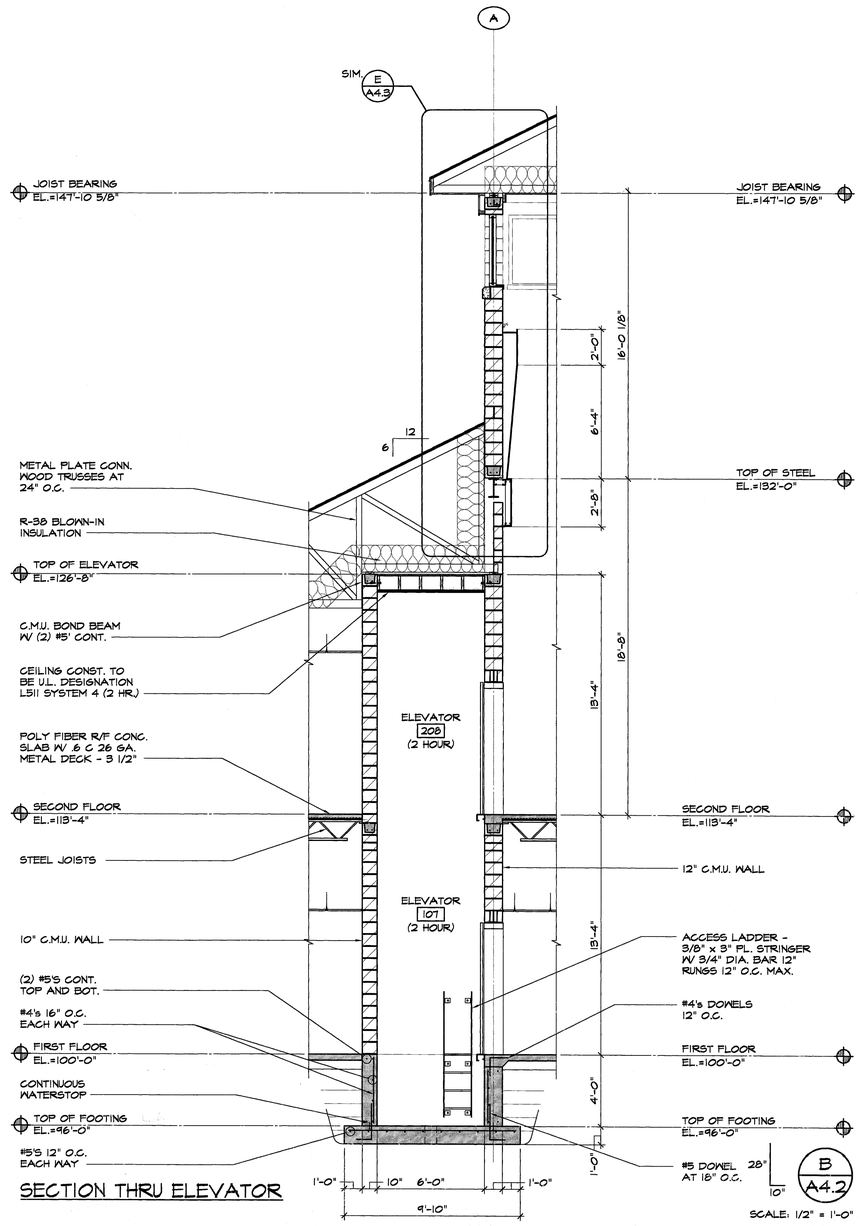
NOTE:
FOR ADDITIONAL INFO AT ENTRY WALL - SEE (C/A4.3) AND (D/A4.3)



SECTION THRU ENTRY & TOWER

A A4.2

SCALE: 1/2" = 1'-0"



SECTION THRU ELEVATOR

B A4.2

SCALE: 1/2" = 1'-0"

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/12/99

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 98-30
DE PERE
WISCONSIN

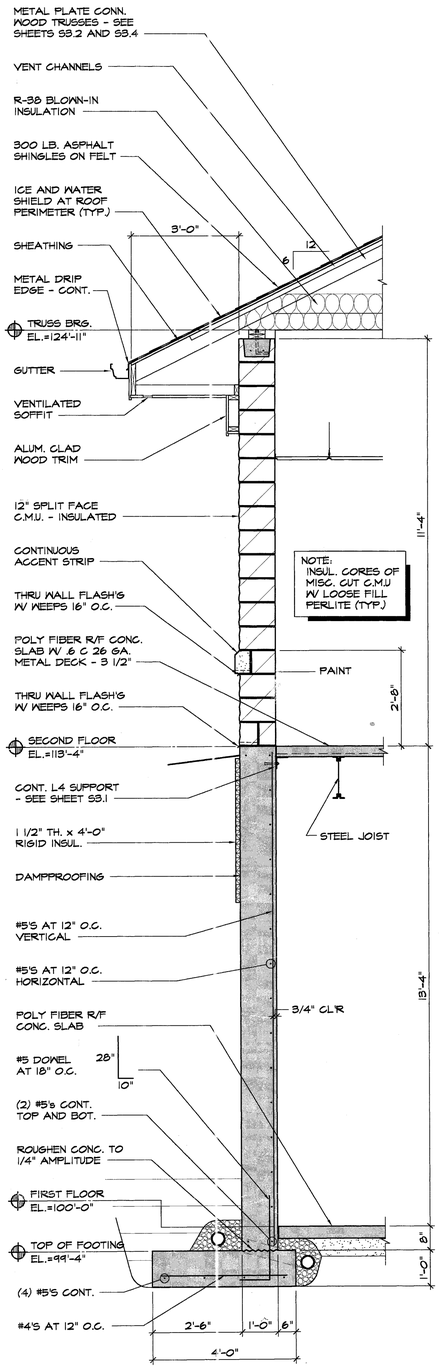
Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115
920-336-9928 FAX: 920-336-2899

SECTION THRU ENTRY AND TOWER, AND SECTION THRU ELEVATOR

DRAWN	JOE N.
CHK'D	MJM
DATE	1/12/99
SCALE	1/4"=1'-0"
CAD FILE	A4-2
DRAWING No.	A4.2
PROJECT	9830
REV.	1

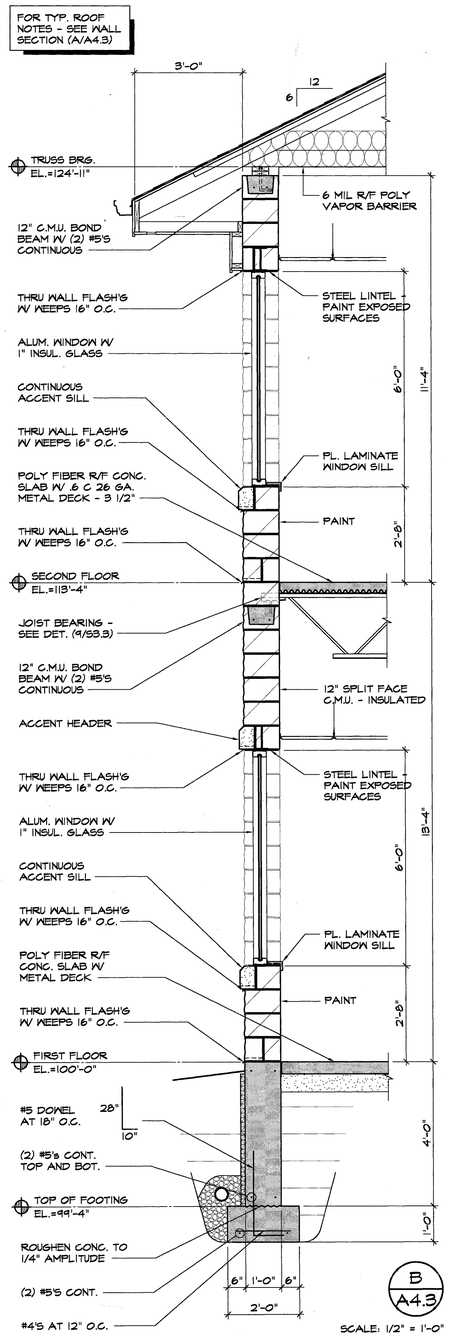
PLOTTED 1/13/99 M:/98/DB/A-DWGS/X-REFS/A-SC-B52

Attachment: VFW_Park_Community_Center_Roofing (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)



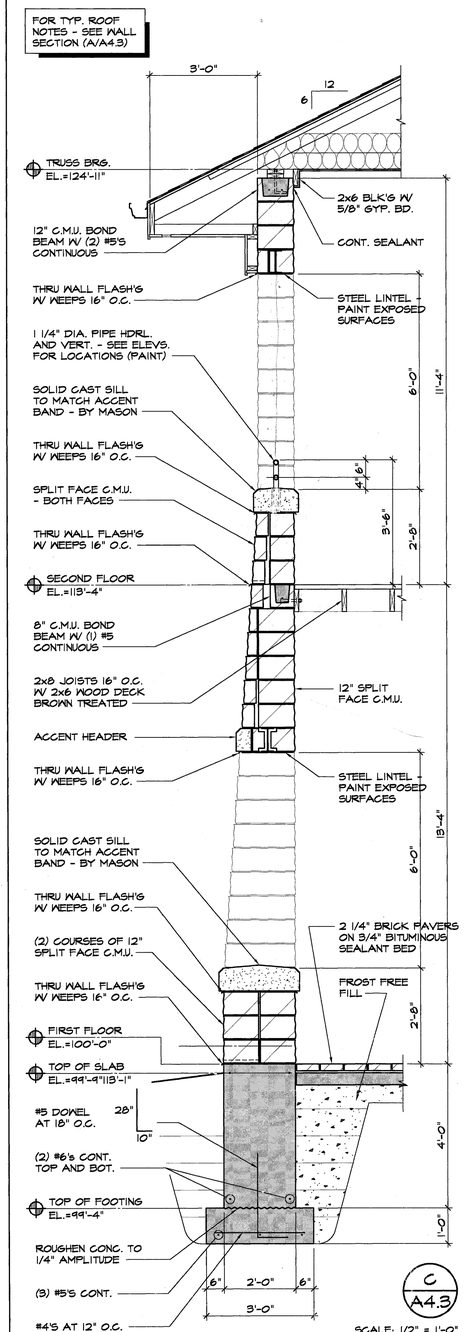
A
A4.3

SCALE: 1/2" = 1'-0"



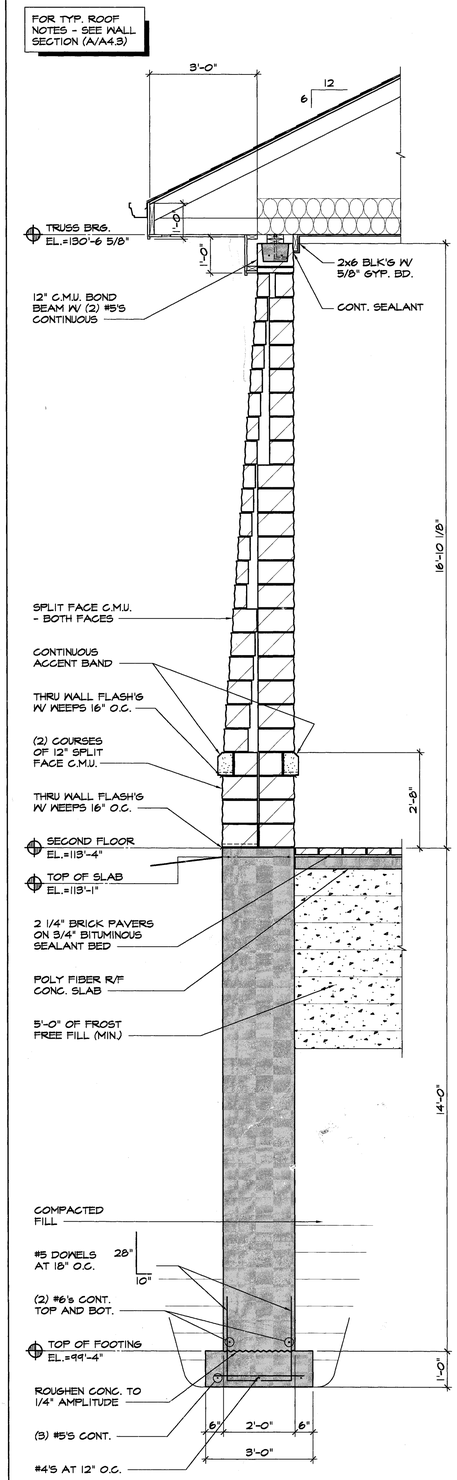
B
A4.3

SCALE: 1/2" = 1'-0"



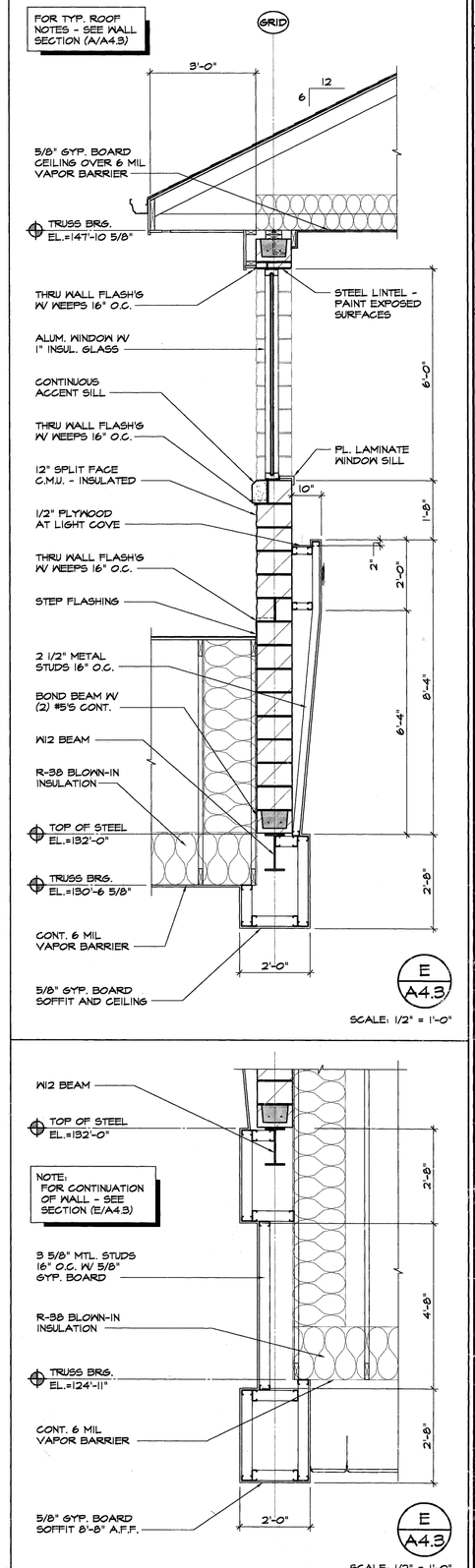
C
A4.3

SCALE: 1/2" = 1'-0"



D
A4.3

SCALE: 1/2" = 1'-0"



E
A4.3

SCALE: 1/2" = 1'-0"

E
A4.3

SCALE: 1/2" = 1'-0"

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/12/99

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 99-30
DE PERE WISCONSIN

Performa
301 N. BROADWAY, SUITE 110 P.O. BOX 5156
DE PERE, WISCONSIN 54115
920-336-9739 FAX 336-2899

WALL SECTIONS

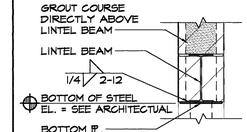
DRAWN	CHK'D
JOE N.	MJM
DATE	1/12/99
SCALE	NONE
CAD FILE	A4-3
DRAWING No.	A4.3
PROJECT	REV.
98108	1

Attachment: VFW_Park_Community_Center_Roofing (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)

PLOTTED 1/13/99 M:/98108/A-DWGS/XREFS/A-WALSCT

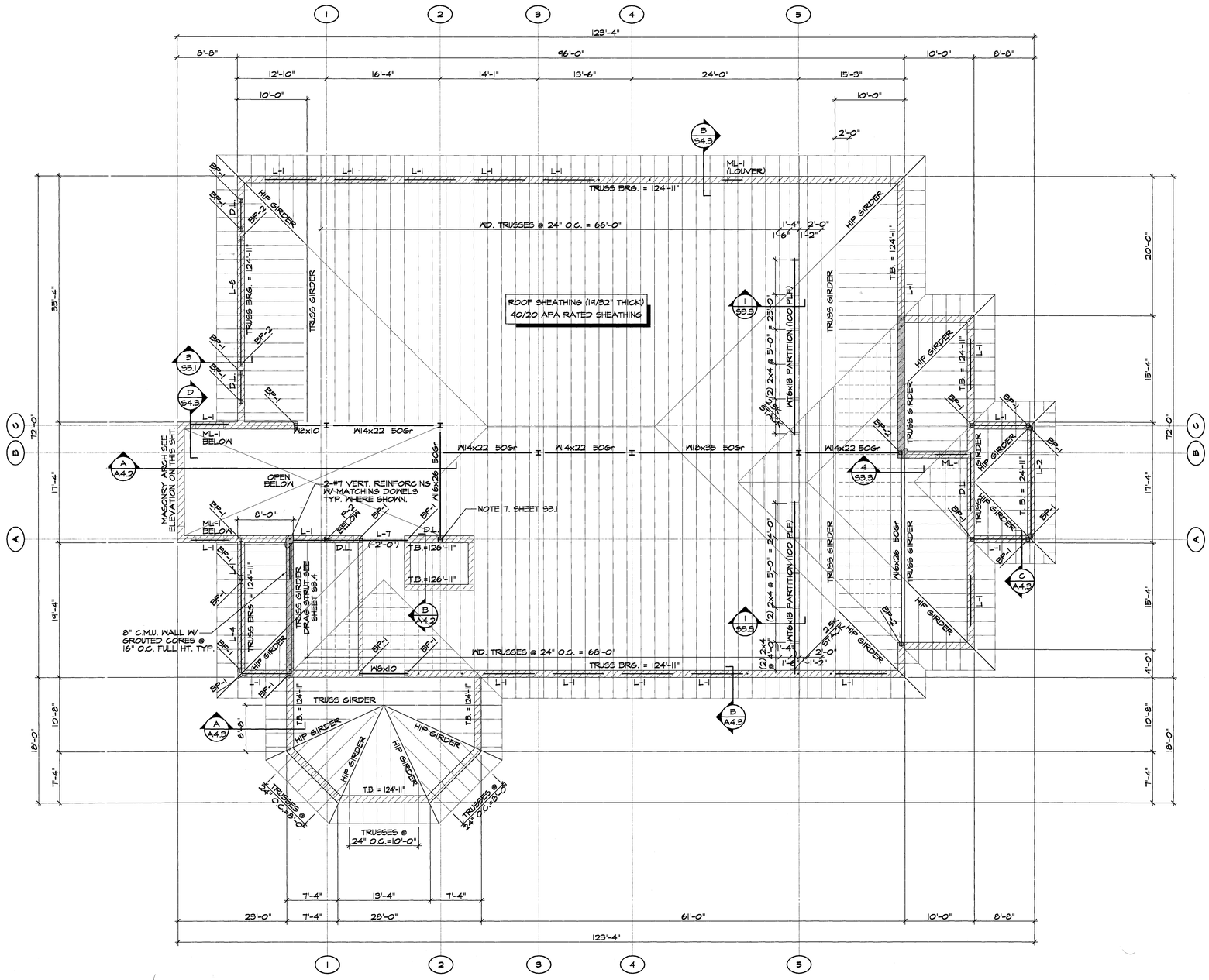
WINDOW & LOUVER LINTEL SCHEDULE

MARK	SIZE	BOTTOM Æ.	REMARKS
L-1	W8x10	1/4" x 11" Æ.	-
L-2	W8x13	1/4" x 11" Æ.	-
L-3	W8x15	1/4" x 11" Æ.	-
L-4	W8x18	1/4" x 11" Æ.	-
L-5	W8x10	1/4" x 23" Æ.	-
L-6	W16x26(Gr.50)	1/4" x 11" Æ.	-
L-7	W8x10	1/4" x 7" Æ.	-
ML-1	8x12 C.M.U.	2 - #5	-



SECTION
SCALE: N.T.S.

1. FOR ALL DOOR LINTELS (D.L.) SEE DOOR SCHEDULE ON SHEET A2.2
2. FOR ALL WINDOW AND LOUVER LINTELS IN NON-LOAD BEARING C.M.U. WALLS USE A BOND BEAM WITH (1) - #5 CONT.
3. FOR BEARING PLATE INFO. SEE BEAM AND JOIST BEARING PLATE SCHEDULE SHEET S4.1

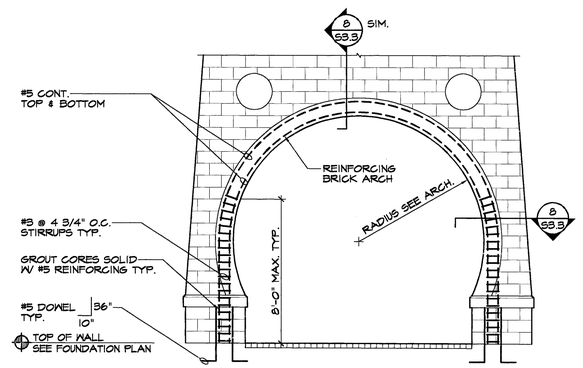


ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0" T.O.S. EL.=124'-8" (U.N.O.)

ROOF FRAMING PLAN NOTES:

1. METAL PLATE WOOD TRUSS DESIGNER TO LOCATE TRUSS GIRDERS AS INDICATED.
2. SEE SHEET S3.4 FOR WALL TOP PLATE ANCHOR SIZE AND SPACING, TRUSS ANCHORING CLIPS, SPECIAL DRAG-STRUT TRUSS DIAGRAM AND DETAILS.
3. SEE SHEET S3.4 FOR ROOF SHEATHING ORIENTATION AND FASTENING INFORMATION.
4. ALL WOOD FRAMING CLIP NOMENCLATURE IS ACCORDING TO SIMPSON STRONG-TIE, SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY ENGINEER.
5. PLEASE REVIEW ALL ARCHITECTUAL SECTION CUTS SHOWN FOR ADDITIONAL STRUCTURAL INFORMATION.



MASONRY ARCH ELEVATION

SCALE: 1/4" = 1'-0"

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/12/99

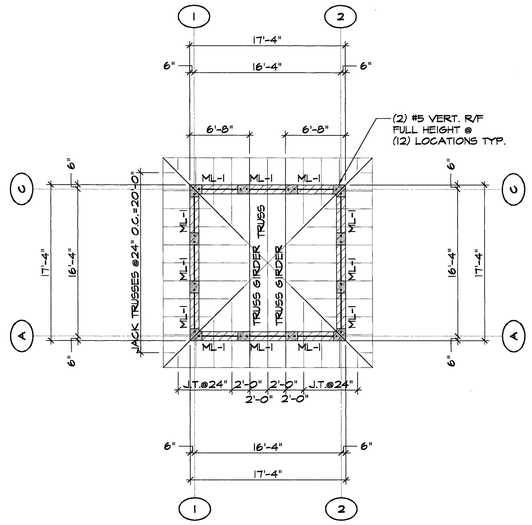
DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 98-30

Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115

BUILDING ROOF FRAMING PLAN

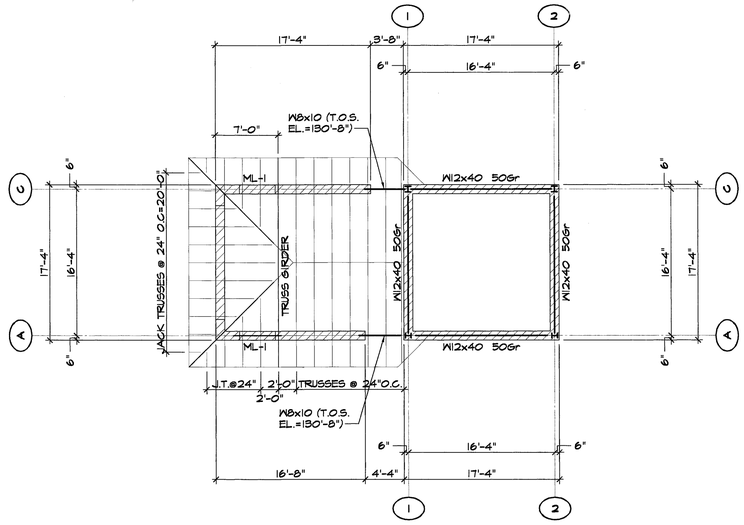
TITLE	
DRAWN	TK
CHK'D	JW
DATE	1/12/9
SCALE	1/8"=1'-0
CAD FILE	S3-
DRAWING No.	S3.2
PROJECT	98108
REV.	1

Attachment: VFW_Park_Community_Center_Roofing (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)



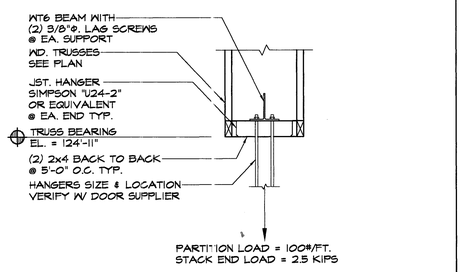
TOWER ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0" TRUSS BRG. EL. = 147'-10 5/8"



TOWER SUPPRT FRAMING PLAN

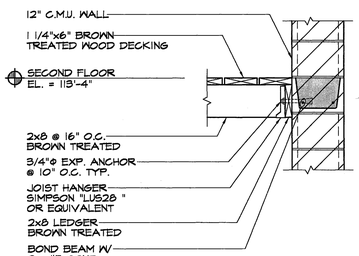
SCALE: 1/8" = 1'-0" T.O.S. EL. = 132'-0" (U.N.O.)
TRUSS BRG. EL. = 130'-6 5/8" (U.N.O.)



HANGING PARTITION SUPPORT DETAIL

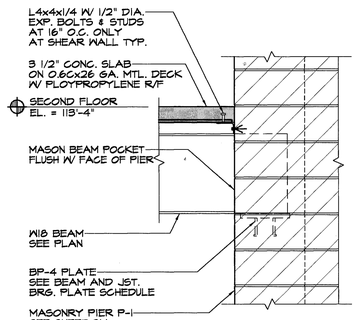
1 / S3.3

SCALE: 3/4" = 1'-0"



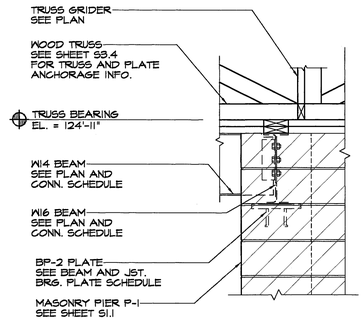
2 / S3.3

SCALE: 3/4" = 1'-0"



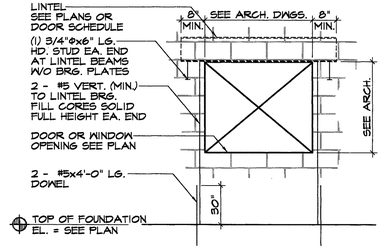
3 / S3.3

SCALE: 3/4" = 1'-0"



4 / S3.3

SCALE: 3/4" = 1'-0"



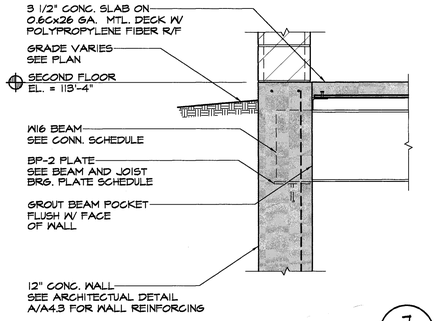
5 / S3.3

NOT TO SCALE

NOT USED

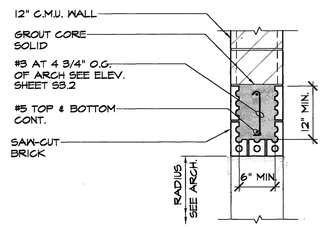
6 / S3.3

SCALE: 3/4" = 1'-0"



7 / S3.3

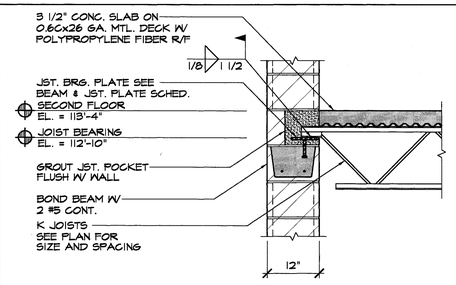
SCALE: 3/4" = 1'-0"



REINFORCING FOR BRICK ARCH

8 / S3.3

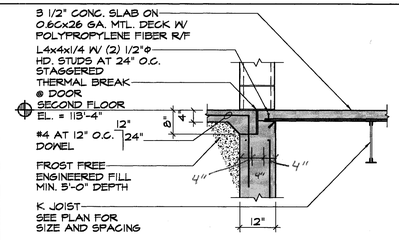
SCALE: 3/4" = 1'-0"



TYPICAL JOIST BEARING AT C.M.U. WALL

9 / S3.3

SCALE: 3/4" = 1'-0"



DECK BEARING DETAIL AT THRESHOLD - T.O.W.

10 / S3.3

SCALE: 1/2" = 1'-0"

M:/98108/A-DWGS/XREFS/S-FP-TRF
M:/98108/A-DWGS/XREFS/S-SP-TYKR

PLOTTED 1/8/99

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/12/99

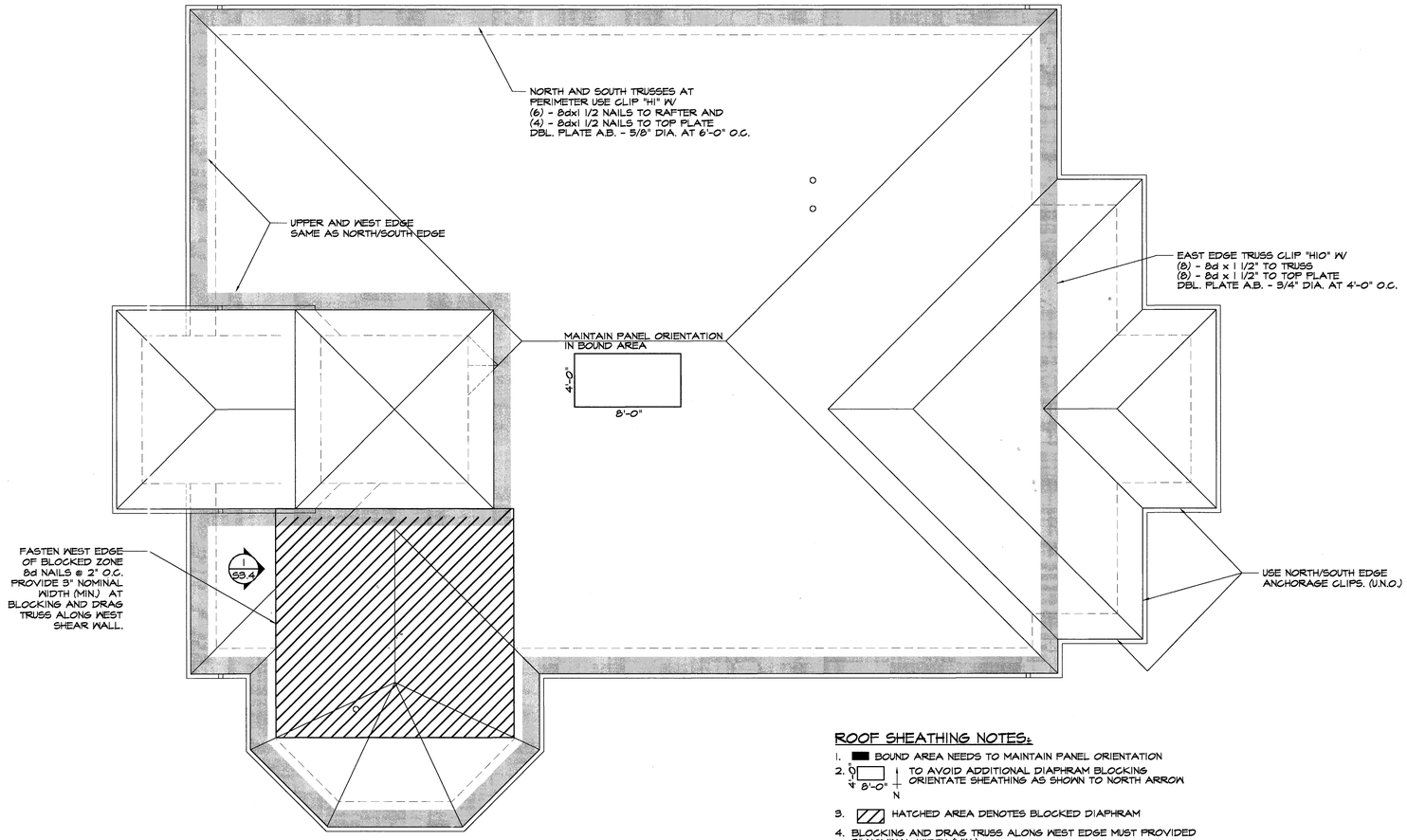
DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 99-30
DE PERE WISCONSIN

Attachment: VFW Park Community Center_Roofing (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)

Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 5136
DE PERE, WISCONSIN 54115
920-336-8626 FAX 920-336-2868

TOWER SUPPORT AND TOWER ROOF FRAMING PLANS, AND STRUCTURAL DETAILS

DRAWN	TK
CHK'D	JWT
DATE	1/12/99
SCALE	1/8"=1'-0"
CAD FILE	S3-3
DRAWING No.	S3.3
PROJECT	98108
REV.	1

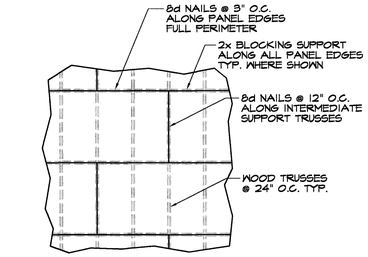


ROOF SHEATHING NOTES:

1. BOUND AREA NEEDS TO MAINTAIN PANEL ORIENTATION
2. 4'-0" 8'-0" N TO AVOID ADDITIONAL DIAPHRAM BLOCKING ORIENTATE SHEATHING AS SHOWN TO NORTH ARROW
3. HATCHED AREA DENOTES BLOCKED DIAPHRAM
4. BLOCKING AND DRAG TRUSS ALONG WEST EDGE MUST PROVIDED 3" NOMINAL WIDTH (MIN.).
5. APA RATED SHEATHING 40/20 (19/32" THICK) @ 4'-0"x8'-0" SHEETS
6. ALL CLIPS ARE SIMPSON DESIGNATIONS

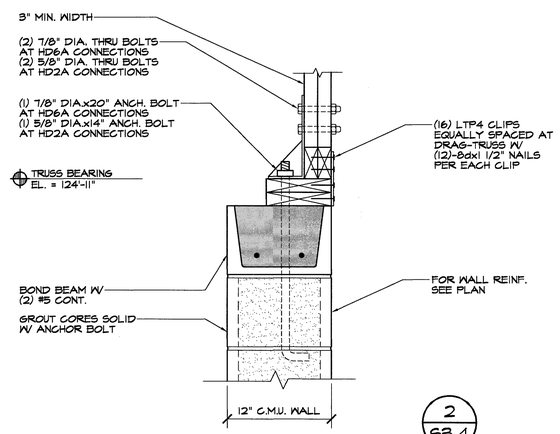
BUILDING ROOF SHEATHING PLAN

SCALE: 1/8" = 1'-0"



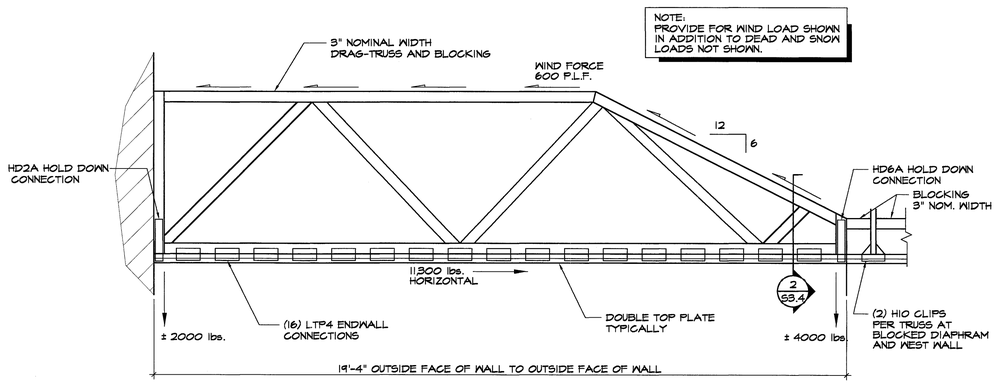
SHEATHING FASTENER PATTERN

SCALE: 1/4" = 1'-0"



SCALE: 1 1/2" = 1'-0"

NOTE:
PROVIDE FOR WIND LOAD SHOWN IN ADDITION TO DEAD AND SNOW LOADS NOT SHOWN.



SPECAIL DRAG-TRUSS DIAGRAM WEST WALL

1
S3.4

SCALE: 1/2" = 1'-0"

1190 - 3250

PLOTTED 1/8/99

NO.	REVISIONS	BY	DATE
1	ISSUED FOR BIDS	DRF	1/12/99

DE PERE COMMUNITY CENTER AT VFW PARK
CITY OF DE PERE
CITY OF DE PERE PROJECT NO. 99-30
DE PERE
WISCONSIN

Performa
301 N. BROADWAY, SUITE 210 P.O. BOX 5156
DE PERE, WISCONSIN 54115
920-336-0029 FAX: 920-336-2900

TITLE: ROOF SHEATHING PLAN AND STRUCTURAL DETAILS

DRAWN	CHK'D
TK	JWT
DATE	1/12/99
SCALE	1/8"=1'-0"
CAD FILE	S3-4
DRAWING No.	S3.4
PROJECT	98108
REV.	1

Attachment: VFW_Park_Community_Center_Roofing (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation & Construction Mgmt)

Attachment: Sample Consultant Agreement (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation &

AGREEMENT FOR SERVICES BETWEEN THE CITY OF DE PERE AND _(CONSULTANT NAME)_ (Project Name)

THIS AGREEMENT, made and entered into this ___ day of _____, 2016, by and between the City of De Pere, Wisconsin, ("City"), and _____ _____("Consultant").

WITNESSETH

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

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the __(date)__ City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated __(date)__ (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

SAMPLE

Attachment: Sample Consultant Agreement (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation &

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIAILITY OF INFORMATION

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

SAMPLE

Attachment: Sample Consultant Agreement (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation &

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than

SAMPLE

$1,000,000; with additional umbrella liability insurance coverage for a total of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

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

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

SAMPLE

Attachment: Sample Consultant Agreement (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation &

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

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

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Attachment: Sample Consultant Agreement (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation &

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

XIX. MEDIATION

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

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

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

XX. NOTICES

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

If to City:

If to Consultant:

SAMPLE

Attachment: Sample Consultant Agreement (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation &

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

(COMPANY NAME)	CITY OF DE PERE, WISCONSIN
By: _____	By:_____
Name: _____	Michael J. Walsh, Mayor
By:_____	By:_____
Name: _____	Shana D. Ledvina, Clerk-Treasurer

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SAMPLE

Attachment: Sample Consultant Agreement (9094 : Consid and Poss Action Approve Consultant for CC Roof/Insulation Investigation &

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**January 16, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Don Melichar**
SUBJECT:	**Discuss Updated Street Tree Inventory Report**

ATTACHMENTS:

- Updated Street Tree Inventory Report (PDF)

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City of De Pere

Updated GIS Street Inventory

Completed by: Ranger Services Inc

December 2019

Attachment: Updated Street Tree Inventory Report (9098 : Discuss Updated Street Tree Inventory Report)

Funding Statement

This document was funded in part by an Urban Forestry grant from the State of Wisconsin Department of Natural Resources Forestry Program as authorized under WIS. Stat. 23.097.

The City of De Pere is in Brown County, Wisconsin. The city's GIS based tree inventory was initially collected over 10 years ago and has been partly updated internally.

Purpose: The purpose of this project is to fully update the City of De Pere's GIS based street tree inventory. Trees within the City streets right-of-way (ROW) corridors were collected. Information collected includes: location data such as house number, street name, location sequence, corner lot location, as well as tree management data including tree species, trunk size, height, condition, risk priority, utility wires present above and parkway width.

Trees were measured by trunk diameter at 4.5 ft. above ground. This is called diameter at breast height (DBH), a universal tree measurement. This measurement is used in this document to identify and describe tree size. All trees were evaluated for condition and classified to at least the genus level. Additionally, level 2 (visual) tree risk assessment was conducted and a risk priority was assigned. Other relevant notes, as well as date and time of collection, were also included.

Executive Summary

Data collection for the City of De Pere, Wisconsin was conducted in the fall of 2019 by Ranger Services Inc., Appleton, Wisconsin. Ranger Services Inc. utilized equipment supplied by the City of De Pere that included an Apple iPad equipped with the ESRI collector application with consultant access credentials. The purpose of the inventory is to fully update the City of De Pere's GIS based street tree inventory so that informed management decision making can be supported.

Population Summary of city street trees

- 8703 total trees are located within the cities right-of-way. Compared to approximately 8,500 trees recorded in 2013, tree planting is occurring at a rate that slightly exceeds removals. This trend should be maintained.
- 61 different tree species. (See Appendix A) This is a good abundance of species however they are not evenly distributed with only a few types dominating the population.
- 60% of the population are maple species of which 76% of are Norway maple (45% of the total population). This level is significantly overabundant and future planting efforts should avoid maple species.
- 13% of the population are ash species. A total of 1163 ash trees are located within the cities' right-of-way.
- 6% of the population are locust species including honeylocust, Kentucky coffee tree, black locust and Amur maackia.
- 6% of the population are rosaceous genus tree species including crabapple, callery pear, hawthorn, serviceberry and cherry species.
- 32 feet is the average height of the city street trees.
- Emerald Ash Borer (EAB) is found throughout North Eastern Wisconsin and signs and symptoms of EAB activity were documented on ash trees in De Pere, Wisconsin.
- Average size class is in the 10-15" range (avg DBH = 14 inches) and this is indicative of a fairly young tree population. The data is somewhat dominated by the overabundance of Norway maple. The age distribution for other species groups varies somewhat.

Attachment: Updated Street Tree Inventory Report (9098 : Discuss Updated Street Tree Inventory Report)

- Silver maple, the 5th most common street tree in De Pere, has an average DBH of 25 inches indicating that this species is larger than the general population. Risk priority is slightly elevated for this species mainly due to its size and associated architecture in old age. Condition of these trees however, is mostly fair to good as management is likely occurring as needed.
- There are 96 oak trees that make up less than 1% of the population. The average DBH is 28 inches and are in a larger size class than the general population. Although several of these trees have an elevated risk factor, overall condition of these trees is quite good indicating maintenance efforts are being conducted as needed. Species include bur oak, swamp white oak, white oak, northern red oak and eastern pin oak.

FAMILY	COMMON NAME	COUNT	PERCENT
Sapindaceae	Maples	5197	60%
Oleaceae	Ashes	1163	13%
Fabaceae	Locusts	513	6%
Rosaceae	Crabapples/hawthorns	497	6%
Tiliaceae	Lindens	458	5%
Ulmaceae	Elms	179	2%
Pinaceae	Pines and spruces	125	1%
Other		571	7%
Total		8703	100%

Table 1. Top seven tree families that make up the City of De Pere's street tree population.

Genus species	Common name	Count	Percent
Acer platanoides	Norway maple	3954	45%
Fraxinus pennsylvanica	Green ash	897	10%
Acer x freemanii	Freeman maple	570	7%
Gleditsia triacanthos var. inermis	Thornless honeylocust	480	6%
Acer saccharinum	Silver maple	394	5%
Tilia cordata	Little leaf linden	361	4%
Fraxinus americana	White ash	247	3%
Malus sylvestris	Crabapple	216	2%
Ulmus x	Elm hybrids	179	2%
Pyrus calleryana	Callery pear	175	2%
Other		1230	14%
Total		8703	100%

Table 2. Top ten tree species that make up the City of De Pere's street tree population.

Attachment: Updated Street Tree Inventory Report (9098 : Discuss Updated Street Tree Inventory Report)

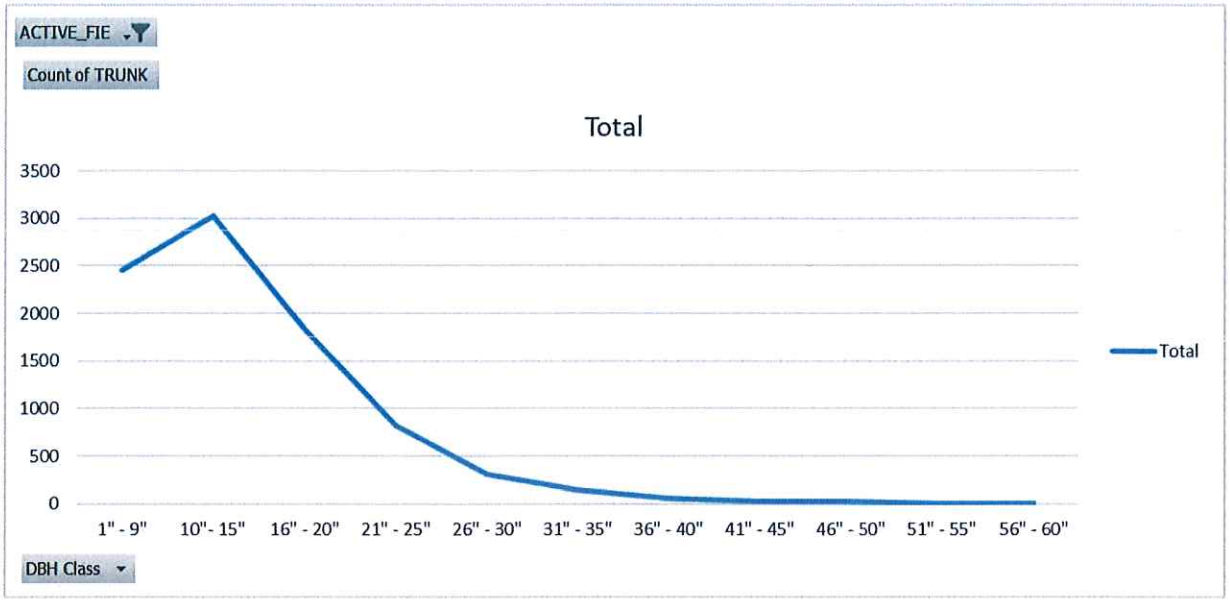

Chart 1. Size distribution by DBH amongst all species. Average DBH is 14 inches.

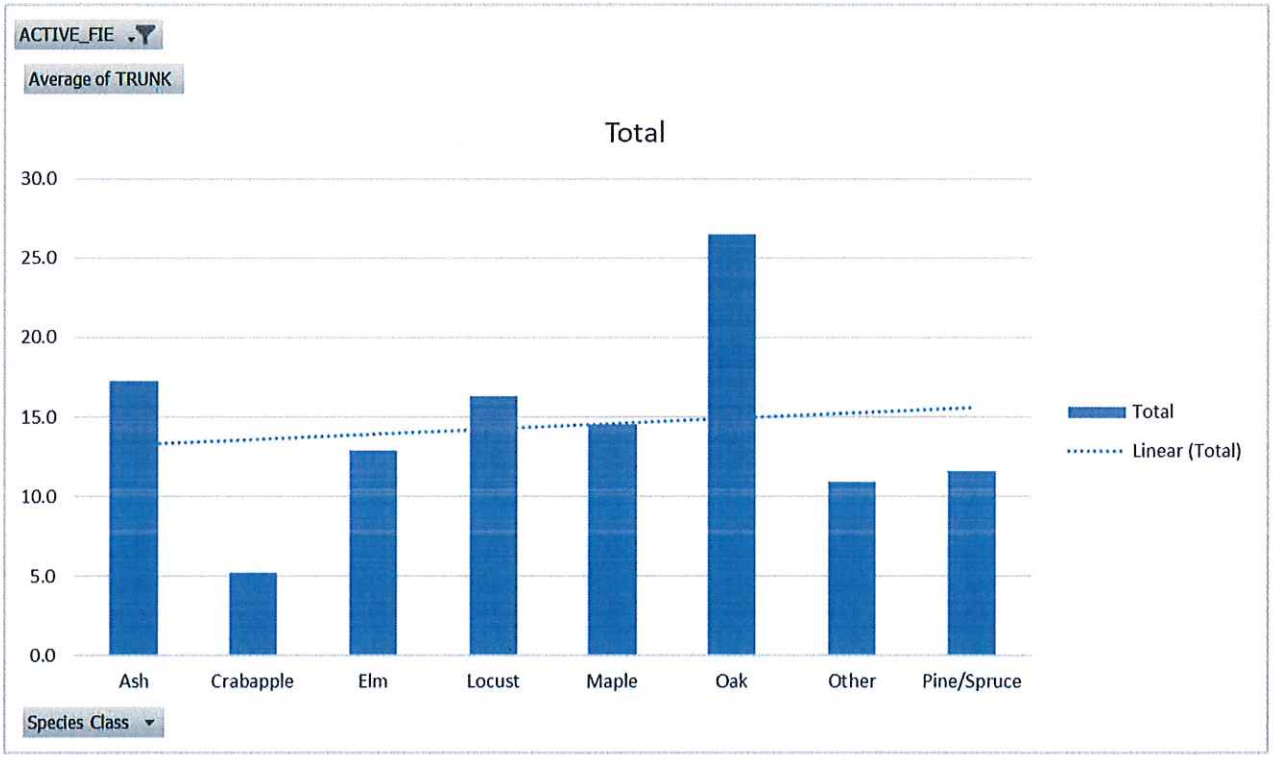

Chart 2. Average DBH for top (7) tree genus found on City of De Pere street ROW.

Attachment: Updated Street Tree Inventory Report (9098 : Discuss Updated Street Tree Inventory Report)

	TREE CONDITION				
RISK PRIORITY	**POOR**	**FAIR**	**GOOD**	**DEAD**	**TOTAL**
HIGH	59	44	26	0	129
MEDIUM	283	467	231	4	985
LOW	170	1908	5506	5	7599
TOTAL	512	2419	5763	9	8703

Table 3. A matrix of risk and condition of trees on City of De Pere street ROW's.

Tree Maintenance

- 132 high risk trees are recommended for maintenance within the next year.
- 982 medium risk trees are recommended for maintenance within the next three years.
- Total of 9 trees are standing dead within City ROW, 3 of which are listed as medium risk priority which is associated with their size. Two of these trees are elms located in a semi-maintained right-of-way along Old Plank Road. The other is an ash tree in an industrial area that has received construction damage and is showing signs of EAB infestation.
- If a 5-year maintenance cycle is desired 1,740 trees should be addressed for routine maintenance needs per year. Routine maintenance needs include but are not limited to removing dead, dying, diseased or damaged branches, raising for overhead and sightline clearance, training, removals as well as unique homeowner requests.

Unique or special needs

- 607 trees are recommended for roadside clearance due to evidence of vehicles impacting branches over the roadway.
- 408 trees have evidence of stem girdling roots.
- 986 trees have wires above or within ten feet of the tree canopy. If these sites receive replacement trees in the future, only small stature trees should be used.
- 1,202 trees are planted in an open or unrestricted parkway meaning the rooting area of the plant is unobstructed by a sidewalk or other restrictive infrastructure. These sites in general are good for large stature canopy trees as there is ample soil volume.
- 70 trees are planted behind the sidewalk and may have been planted by the property owner. These trees are growing into the street ROW and are considered city trees.
- Overall, the City of De Pere's ash tree population is recorded as having fewer good trees with low risk priority compared to the greater population. This is not to say that De Pere ash trees have any greater associated risk as management considerations may be somewhat focused on removing high risk priority ash trees. Although it is important to be mindful of declining City ash trees now, it should be noted that management decisions should continue to be focused on the entire population.

Attachment: Updated Street Tree Inventory Report (9098 : Discuss Updated Street Tree Inventory Report)

NON-ASH RISK PRIORITY		ASH TREES RISK PRIORITY	
LOW	89%	LOW	74%
MEDIUM	9%	MEDIUM	24%
HIGH	1%	HIGH	2%
NON-ASH CONDITION		**ASH TREES-CONDITION**	
GOOD	69%	GOOD	44%
FAIR	25%	FAIR	48%
POOR	6%	POOR	8%

Table 4. This table reflects a higher rate of ash tree removal compared to the greater population. This data compares the ash population with the greater tree population not including ash species. Trees in the 'POOR' condition and 'HIGH' risk categories do not vary greatly amongst ash and non-ash species populations. There is however a greater disparity amongst populations when looking at trees in the 'GOOD' condition and 'LOW' risk priority categories. This table reflects a situation where ash trees already have begun declining because of emerald ash borer infestation while the more severe cases are being addressed through management.

Attachment: Updated Street Tree Inventory Report (9098 : Discuss Updated Street Tree Inventory Report)

Appendix A: Species List

Scientific Name	Common Name
Abies balsamea	Balsam Fir
Acer campestre	Hedge Maple
Acer negundo	Boxelder
Acer platanoides	Norway Maple
Acer rubrum	Red Maple
Acer saccharinum	Silver Maple
Acer saccharum	Sugar Maple
Acer tataricum	Tatarian Maple
Acer x freemanii	Freeman Maple
Aesculus hippocastanum	Horsechestnut
Alnus spp	Alder
Amelachier species	Serviceberry
Betula nigra	River Birch
Betula papyrifera	Paper Birch
Carya cordiformis	Bitternut Hickory
Carya ovata	Shagbark Hickory
Catalpa speciosa	Catalpa, Northern Catalpa
Celtis occidentalis	Hackberry
Cercis canadensis	Redbud
Crataegus spp	Hawthorn
Elaeagnus angustifolia	Russian Olive
Fraxinus americana	White Ash
Fraxinus pennsylvanica	Green Ash
Ginkgo biloba	Ginkgo
Gleditsia triacanthos	Honeylocust
Gymnocladus dioica	Kentucky Coffeetree
Juglans nigra	Black Walnut
Juniperus virginiana	Eastern Red Cedar
Liriodendron tulipifera	Tulip Poplar/Tulip Tree
Magnolia spp	Magnolia
Malus spp	Apple
Malus spp	Crabapple
Ostrya virginiana	Ironwood
Picea abies	Norway Spruce
Picea glauca	White Spruce
Picea pungens	Colorado Blue Spruce
Pinus nigra	Austrian Pine
Pinus strobus	White Pine
Pinus sylvestris	Scotch Pine
Platanus occidentalis	Sycamore
Platanus x acerifolia	London Planetree

Attachment: Updated Street Tree Inventory Report (9098 : Discuss Updated Street Tree Inventory Report)

Populus alba.	White Poplar
Populus deltoides	Cottonwood
Prunus Cerasifera	Purpleleaf Plum
Prunus virginiana	Canadian Red Cherry
Pyrus calleryana	Callery Pear
Quercus alba	White Oak
Quercus bicolor	Swamp White Oak
Quercus macrocarpa	Bur Oak
Quercus palustris	Pin Oak
Quercus rubra	Red Oak
Rhamnus cathartica	Common Buckthorn
Robinia pseudoacaia	Black Locust
Salix spp	Willow
Syringa reticulata	Japanese Tree Lilac
Taxus spp	Yew
Thuja occidentalis	Northern White Cedar
Tilia americana	American Linden
Tilia cordata	Little leaf Linden
Ulmus (hybrid)	Hybrid Elm
Ulmus parvifolia	Chinese Elm

Attachment: Updated Street Tree Inventory Report (9098 : Discuss Updated Street Tree Inventory Report)

City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE:	**January 16, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**2019 Donation Listing**

ATTACHMENTS:

- 2019 Donations (PDF)

2019 DONATIONS

NAME	AMOUNT	Event
Ryan Funeral Home	$1,000.00	Verterans Luncheon
De Pere Optimist Club	$500.00	Summer Camp
De Pere Optimist Club	$500.00	Easter Egg Hunt
Green Bay Packers	$2,700.00	36 Bare Root Trees
SCA Tissue		36 Bare Root Trees
Green Bay Packaging		36 Bare Root Trees
JX / Peterbilt	$300.00	Big Rig Gig
Greta Johnson	$500.00	Recreation Scholarship
Tweetgarot	$4,000.00	Beer Garden
Tundra Apparel and Promotions	$500.00	Beer Garden
De Pere Girl's Softball	$11,000.00	Batting cage at Optimist Park and rebuilding old one
JW Flooring	$500.00	Community Center Upper Level Flooring
Wings over Wisconsin	$9,937.50	James Street Dock
Wochinske Family Foundation	$2,500.00	Recreation Scholarship
Nicolet Bank	$650.00	Recreation Scholarship
Kwik Trip	$500.00	Community Center Upper Level Flooring
Woman's Club of De Pere	$250.00	Recreation Scholarship
Walmart	$2,500.00	Community Center Upper Level Flooring
TOPS Club of Wisconsin	$560.00	Community Center Upper Level Flooring
De Pere Men's Club	$600.00	Summer Carnival and Senior Picnic
Pink Flamingo's	$250.00	Recreation Scholarship
Brown County Community Women's Club	$1,000.00	Community Center Upper Level Flooring
Pink Flamingo's	$250.00	Community Center Upper Level Flooring
Nicolet Bank	$500.00	Community Center Upper Level Flooring
Michael and Susan Smullen	$300.00	Dog Park
Kids Dental Experts	$432.00	Tooth brushes and water bottles for Summer Carnival
Dairy Queen	$369.00	100 free blizzard coupons for Senior Picnic
Bugsy	$250.00	Recreation Scholarship
VFW Post 2113	$300.00	Community Center Upper Level Flooring
Broadway Enterprises	$2,600.00	Community Center Upper Level Flooring
Jim Stadler	$25.00	Pool Table at Community Center
Bridge Group	$5.00	Miscellaneous Programs at Community Center
Men's Club	$200.00	Easter Egg Hunt
Jim Stadler	$4.00	Pool Table at Community Center
Jim Stadler	$9.00	Pool Table at Community Center
Oak Street Café	$60.00	Senior Picnic
Dunkin Donuts	$10.00	Senior Picnic
Village Grille	$20.00	Senior Picnic
Eileen's Candy	$43.00	Easter Egg Hunt
Pancake Place	$15.00	Senior Picnic
T&C	$40.00	Senior Picnic
Bay Family	$75.00	Senior Picnic
Cranky Pat's	$70.00	Senior Picnic
Golden Basket	$20.00	Senior Picnic
Replay Sports Lounge	$50.00	Senior Picnic
De Pere Y Mart	$100.00	Senior Picnic
Alpha Delights	$20.00	Senior Picnic
Union Hotel	$25.00	Senior Picnic
Sidekicks	$40.00	Senior Picnic
Greenwich Bistro	$20.00	Senior Picnic
Jim Stadler	$10.00	Pool Table at Community Center
Black Honey Hashery	$20.00	Senior Picnic
Fox River Tours	$30.00	Senior Picnic
Birder Players	$120.00	Senior Picnic

Attachment: 2019 Donations (9099 : 2019 Donation Listing)

Green Room Lounge	$72.00	Senior Picnic
Sammy's Pizza	$40.00	Senior Picnic
Artisan Senior Living	$110.00	Senior Picnic
El Maya	$40.00	Senior Picnic
Festival Foods	$50.00	Senior Picnic
Festival Foods	$25.00	Veterans Luncheon
Cupcake Couture	$100.00	Senior Picnic
Oley's Cannoli	$70.00	Senior Bingo
Nardi's Affogato Bar	$60.00	Senior Bingo
Hometown Café	$20.00	Senior Picnic
Piggly Wiggly	$25.00	Senior Picnic
The Original Austins	$25.00	Senior Picnic
De Pere Cinema	$60.00	Senior Picnic
De Pere Cinema	$20.00	Popcorn for Movie in the Park
Jim Stadler	$7.00	Pool Table at Community Center
Almonds & Ivory	$32.00	Senior Picnic
Jill Dickson-Kessler	$150.00	Movie in Park
Jim Stadler	$10.00	Pool Table at Community Center
Dog Park Donations	$145.64	Dog Park
Dog Park Donations	$101.00	Dog Park
Cotter Funeral Home	$200.00	Fall Dance
Jim Stadler	$9.00	Pool Table at Community Center
Jim Stadler	$9.00	Pool Table at Community Center
De Pere Rotary	$200.00	Summer Carnival
Jim Stadler	$8.00	Pool Table at Community Center
Unity Hospice	$10.00	Senior Bingo
Luna	$12.00	Senior Bingo
Jim Stadler	$10.00	Pool Table at Community Center
Walmart	$50.00	Summer Carnival
Walmart	$50.00	Senior Picnic
Mary Racine	$100.00	Community Center Upper Level Flooring
Culvers	$230.00	Summer Carnival
Seroogy's	$43.00	Summer Carnival
Seroogy's	$20.00	Senior Picnic
Ron Willems	$100.00	Summer Carnival
Konop Vending	$90.00	Summer Carnival
VFW Post 2113	$200.00	Community Center Upper Level Flooring
Nicolet Highlands	$50.00	Senior Picnic
Great Harvest	$150.00	Summer Carnival
John and Joe Smith	$15.00	Senior Picnic
Unity Hospice	$50.00	Senior Picnic
Jim Stadler	$10.00	Pool Table at Community Center
Drift Inn	$15.00	Senior Bingo
Starbucks	$35.00	Fall Dance
Dog Park Donations	$40.00	Dog Park
Dog Park Donations	$10.00	Dog Park
Walmart	$200.00	Community Center - Miscellaneous
Total Southwest Park Donations	$100.00	
Total Memorial Bench/Tree Donations	$3,785.00	
Total	$53,243.14	

Attachment: 2019 Donations (9099 : 2019 Donation Listing)

2019 SOUTHWEST PARK DONATIONS

DONATION	TOTAL	DATE
Jon and Shanda Brux	$100.00	4/16/2019
Total	$100.00	

Attachment: 2019 Donations (9099 : 2019 Donation Listing)

2019 MEMORIAL TREE/BENCH DONATIONS

NAME	AMOUNT	ITEM	DATE
Cindy Collins	$ 750.00	Bench at Voyageur	5/22/2019
Erin Van Enkevort	$ 200.00	Tree at Voyageur	5/30/2019
Gina Peotter	$ 135.00	Tree at Voyageur	6/11/2019
John Zovnic	$ 200.00	Tree at Braisher	7/15/2019
Dan Pasterski	$ 775.00	Bench at Voyageur	7/29/2019
Beth Sanders	$ 760.00	Bench at Voyageur	8/20/2019
Melinda Ahasay	$ 205.00	Bench Engraving	9/10/2019
Pete Cedergren	$ 760.00	Bench at Voyageur	10/3/2019
Total	$ 3,785.00		

Attachment: 2019 Donations (9099 : 2019 Donation Listing)