

AGENDA

Unless specifically noticed otherwise, this meeting and all other meetings of this body are open to the public. Proper notice has been posted and given to the media in accordance with Wisconsin Statutes so that citizens may be aware of the time, place and purpose of the meeting.

MEETING NOTICE

PARKS & RECREATION COMMITTEE

Tuesday, January 7th, 2020

4:30 p.m.

Council Chamber, New London Municipal Building

Meeting Documents

1. Call meeting to order, Adopt Agenda
2. Authorize the Wolf River Art League to paint or attach murals to selected city buildings
3. Discuss and possibly make a recommendation regarding the definition of user groups and fees for using New London Baseball Diamonds
4. Approve agreement with the Wisconsin DNR regarding the Riverside Park Life Jacket Loaner Station
5. Review bid tab and recommend contract award for the Police Department HVAC upgrade project
6. Discuss and make a recommendation about applying for a CDBG for the Newton Blackmore Trail
7. Director's Report
8. Chairman's Report
9. Committee Member's Report
10. Next Month Agenda Items
11. Adjournment

**Robert Besaw, Chairman
New London Parks & Recreation Committee**

Agenda items are listed so as to accurately describe the actions or issue being considered instead of simply the document listing title or the parties to a contract. This is done as such titles or a list of parties to a contract conveys insufficient information to the public on whether a topic or project they are interested in is being considered. It is the policy of the City of New London to comply in good faith with all applicable regulations, guidelines, etc. put forth in the American with Disabilities Act (ADA). To that end, it is the City's intent to provide equal opportunity for everyone to participate in all programs and/or services offered, to attend every public meeting scheduled, and to utilize all public facilities available. Any person(s) in need of an alternative format (i.e. larger print, audio tapes, Braille, readers, interpreters, amplifiers, transcript) regarding information disseminated by the City of New London should notify the City 48 hours prior to a meeting, etc., or allow 48 hours after a request for a copy of brochures, notices, etc. for delivery of that alternative format. Contact ADA Co-Coordinators Paul Hanlon or Chad Hoerth by telephone through: (Relay Wisconsin) – or 920/982-8500 and in person/letter at 215 N. Shawano Street, New London, WI 54961.



Parks & Recreation Office
215 N. Shawano Street
New London, WI 54961
920.982.8521
Fax: 920.982.8665

Aquatic & Fitness Center
815 W. Washington Street
New London, WI 54961
920.9828524

Senior Center & Transit
600 W. Washington Street
New London, WI 54961
Center: 920.982.8522
Transit: 920.982.8523

New London Access
215 N. Shawano Street
New London, WI 54961
920.982.8537

Building & Grounds/
Park Shop
915 W. Wolf River Ave
New London, WI 54961
920.982.8510

DEPARTMENT OF PARKS & RECREATION

CITY OF NEW LONDON

Memorandum

TO: New London Park & Recreation Committee
FROM: Chad Hoerth, Director of Public Services
RE: January 7th Park and Rec Committee Meeting
DATE: January 2nd, 2020

Authorize the Wolf River Art League to paint or attach murals to selected city buildings- As many of you know the Wolf River Art League is working on a plan to paint murals on buildings around the city. The group is requesting permission to paint several murals on the Skate Park Building at Memorial Park, the city owned property at 203 S Pearl Street (currently leased by Longevity Nutrition) and at the pool. I will have conceptual pictures of each mural for the meeting. Since these are city owned facilities, the Parks and Rec Committee should provide permission to paint on these buildings. Per city ordinance, ALL Murals (on city or privately owned buildings) need to be also approved by the Planning Commission, so the group will also be presenting these and other mural ideas to the February Planning Commission meeting.

Discussion and possible recommendation regarding a fee for profit clubs using New London Baseball Diamonds- if you recall at the last meeting, the committee briefly touched on a conflict between different user groups utilizing New London Ball Diamonds. New London Youth Baseball (NLYB), New London Girls Youth Softball (NLGYS) and the School District has been the primary users of the diamonds outside Hatten Stadium. In recent years a private club called "Impact Softball" has formed and has been using the diamonds for their practice. NLYB and NLGYS have found this to be a conflict with their programs as Impact Softball has been taking up some diamond space and not paying towards the maintenance or improvements of the diamonds. The city currently does not charge any group for diamond usage however some groups like NLYB and NLGYS have put in tens of thousands of dollars over the years with capital improvements into park facilities. The school district also has made some donations for city improvements over the years. Groups like the Legion Clippers and "The Brews" (previously called the Merchants) who use Hatten Stadium also have not made contributions to the city for at least the last 12 years (however the Clippers did make a donation to the Hatten Stadium Foundation when it formed for facility improvements). The meeting's discussion will revolve around whether to charge a fee for groups who use New London diamonds. A little bit of a twist to this discussion is that the city manages and preps 3 school diamonds for community use. It's unclear at this time if the school would allow the city to receive revenue for school diamond use from these

clubs. Just to recap (and make it easier as a visual), here's a list of the organized groups who use New London Diamonds:

Group Name	Program(s)
New London Youth Baseball Association	Machine Pitch, American League, National League, Various Tournament Travel Baseball Teams, Pony League Baseball, Babe Ruth Baseball
New London Girls Youth Softball Association	Coach Pitch, Junior League, Senior League, Various Tournament Travel Softball Teams
Impact Softball	Various Tournament Travel Softball Teams
New London Clippers	American Legion Baseball League
New London Brews	BABA League (Previously known as "The Merchants")
New London Public Schools	High School Baseball and Softball
Trinity Lutheran School	Has booked 4-6 reservations per year for "softball games"

Approve agreement with the Wisconsin DNR regarding the Riverside Park Life Jacket Loaner Station- In 2017 the City authorized Zack Jones to build and place a DNR Life Jacket Loaner Station at Riverside Park. Part of this process was to enter into an agreement with the DNR regarding the loaner station program. I received an email from the DNR requesting to "renew" this agreement for another two year term (this would extend the agreement until December 31st, 2021). I provided a copy in your packet of the original agreement plus a copy of the extension agreement. I would recommend the committee/council authorize this extension as the DNR then will send us some new lifejackets to place in the loaner station for ones that went missing throughout the year.

Review bid tab and recommend contract award for the Police Department HVAC upgrade project- Included in your packet is a bid tab for bids received and opened for the Police Dept HVAC upgrade project. Unfortunately the bids came in higher than expected. Two reasons were for a few changes we implemented in the design specs just before the bidding process. One, because of some air exchange changes in the boiler room it was determined that we needed to change the existing hot water heater now instead of in a future phase. Two, because after talking with the Focus on Energy rep they offered some incentives to upgrade the system to add a CO2 demand controlled ventilation system (this would cut down the run time for the ventilation system and run it only when needed). This upgrade saves money in the long term as it has an estimated 5-10 year payback. The ESTIMATED FOE incentive for this CO2 sensor upgrade is \$2,500....however since this project is occurring in 2020, the rep did not know at that time what the

incentives will be in 2020. Since it is unknown what the incentive rebates will exactly be, I'm planning on leaving that incentive revenue off the budget request for now and we'll just use that as project savings in the end. I'm also working with WPPI on some incentives but since those are based off of the FOE incentives, we'll have to wait for those numbers as well.

You'll notice an "alternate bid" on the bid tab as well. If you read the "Engineers Clarification" report and recommendation, you'll notice that we added an alternate in the bid to fully replace the Air Handling unit with this project instead of just upgrading most of the components. At this time we're not changing out the hot water coil in this unit, but that will need to be done down the road at an estimated cost less than \$10,000. So to keep the price down as much as we can for now, we're not recommending proceeding with Alternate #1.

Below is a recap of the anticipate costs and the costs with the low bid:

Item	Estimated Budget	Cost with Low Bid
Phase 1 Engineering	\$ 9,500.00	\$ 9,500.00
Phase 2 Engineering	\$ 8,000.00	\$ 8,000.00
Phase 1&2 Construction	\$ 182,900.00	\$ 213,156.00
Contingency (10%)	\$ 17,100.00	\$ 17,100.00
Total Project Budget Phase I & II	\$ 217,500.00	\$ 247,756.00

Amount approved in 2019 Capital Budget	\$ 87,500.00
Amount already approved in 2020 Capital Budget	\$ 129,000.00
Total amount approved to date:	\$ 216,500.00
Additional amount needed for project	\$ 31,256.00
Change the 2020 capital request from \$129,000 to:	\$ 160,256.00

As you can see unfortunately I'll need to request from the Capital Equipment/Projects Committee an additional \$31,256.00 to make this project happen. At this point I don't see the costs coming down any lower for this project. I'm asking the committee/council to consider awarding the contract to the low bidder: Wisconsin Mechanical Solutions in the amount of \$213,156.

Discuss and make a recommendation about applying for a CDBG for the Newton Blackmore Trail

In the past few months I was approached by Kara Holman, Outagamie County Planning Director regarding an opportunity with a CDBG grant. I'm still working out a few of the final talking points regarding this potential opportunity and will provide a report at the meeting.

Director's Report

1. Years of Service Report:
 - On December 5th Don Goodreau (Street Operator) completed 14 years of service
 - On December 5th Robin Van Duser (Parks Gardener & Lifeguard) completed 6 years of service
 - On December 26th Lori Schneider (Senior Center Manager) completed her first year of service

2. Department Usage & Financial Statistics –Reports will be emailed before the meeting.

3. Upcoming/Past Events –
 - On February 2nd, 2020 we have a request to hold a “Snow Blown” Disc Golf Tournament at Hatten Park.

4. Updates on Projects/Notable Information:
 - Staff worked on and published our 2019-2020 Activity Guide, we're currently taking reservations for these programs.
 - Park Facilities have been closed for the season and as mother nature permits we'll be working on our ice rinks and other winter venues.
 - In the office, staff have been working on a bunch of year end items (updating user fees in our system, adding in new programs, etc.). We also had several employees burning up vacation at the end of the year (including myself) so we're playing catch up as well.

**LIFE JACKET LOANER BOARD AGREEMENT
EXTENSION**

State of Wisconsin, Department of Natural Resources and
New London Parks & Recreation

This agreement (Agreement) between the State of Wisconsin, Department of Natural Resources (hereinafter referred to as the “DNR”), acting through the Secretary and New London Parks & Recreation acting as a single entity or designee (hereafter referred to as the Loaner Board Partner “LBP”).

RECITALS:

WHEREAS, this Agreement is effective between LBP and DNR with regard to the following specified sites, which are collectively referred to throughout this Agreement as:

Wolf River
Riverside Boat Landing
Waupaca County

THIS AGREEMENT extends all the Recitals, Provisions and Conditions of the Original Agreement between the DNR and New London Parks & Recreation for a period of two calendar years, expiring on December 31, 2021.

IN WITNESS WHEREOF, the New London Parks & Recreation has caused this Agreement to be executed this _____ day of _____, _____.

New London Parks & Recreation

By: _____

Attested: _____

Position: _____

IN WITNESS WHEREOF, the State of Wisconsin, Department of Natural Resources has caused this Agreement to be ratified this _____ day of _____, _____

State of Wisconsin
Department of Natural Resources

By: _____

For the Secretary

**LIFE JACKET LOANER BOARD AGREEMENT
BETWEEN
STATE OF WISCONSIN, DEPARTMENT OF NATURAL RESOURCES
AND
City of New London / Boy Scout Troop 59**

THIS AGREEMENT ("Agreement") between the State of Wisconsin, Department of Natural Resources (hereinafter referred to as the "DNR"), acting through the Secretary and City of New London/Boy Scout Troop 59, as the Loaner Board Partner acting as a single entity or designee (hereafter referred to the "LBP").

RECITALS

WHEREAS, it is the purpose of the DNR to promote safe boating practices and to reduce boating related fatalities;

WHEREAS, the DNR desires to work with citizens and groups to create a safer boating environment;

WHEREAS, the LBP has expressed a desire to assist the DNR in this endeavor;

WHEREAS, this Agreement is effective between LBP and DNR with regard to the following specified sites, which are collectively referred to throughout this Agreement as City of New London landing, to wit:

City of New London Boat Landing;

NOW, THEREFORE, in consideration of the mutual benefits which will accrue to the DNR and the LBP, the parties agree as follows:

1. **AUTHORIZATION**

The DNR authorizes LBP to build, maintain and supply a Personal Flotation Device Loaner Board Station at the Boat Landing listed above, located on Wolf River, Waupaca County, Wisconsin, for a period of 1 year, commencing on the day following ratification of this Agreement. The Agreement shall automatically renew for an additional consecutive year period, unless reasonable notice of cancellation is given by either party before the date of renewal. The DNR or LBP reserve the right to terminate this Agreement or any part thereof, at any time upon 30 days written notice setting forth the reasons for termination without the necessity of any legal process.

An evident and distinct separation shall be maintained between the management and decision-making activities of LBP and those of the DNR. All steps shall be taken to avoid even an appearance that the DNR directs the management or decision-making process of LBP.

The management and operation of the LBP and the loaner board program is subject to all applicable Wisconsin Statutes and the Wisconsin Administrative Code.

2. **DNR RESPONSIBILITIES**

The DNR shall provide the plans and material list to construct the Personal Flotation Device Loaner Board Station.

The DNR will directly supply materials or reimburse the LBP for the cost of the materials needed to construct the Personal Flotation Device Loaner Board Station.

The DNR will have final approval of the location chosen by the LBP for the placement of the Personal Flotation Device Loaner Board Station.

The DNR will provide a set of personal flotation devices to LBP (3-Infant, 8-Child, 8-Youth, 5-Adult, 5-Adult XL, and 4-Type IV). These personal flotation devices will be clearly labeled as "DNR Loaner Life Jacket". As annual budget and funding allows, the DNR will provide replacement personal flotation devices as needed.

The DNR will maintain ownership of the Personal Flotation Device Loaner Board Station, life jackets and materials.

The DNR will provide signage recognizing the LBP as a partner in the Personal Flotation Device Loaner Board Station project.

3. **LBP RESPONSIBILITIES**

The LBP shall limit its official activities to the support of the Personal Flotation Device Loaner Board Station.

The LBP shall secure written permission from the owner or governmental entity responsible for the boat landing before placing the Personal Flotation Device Loaner Board Station. The written permission shall be provided to the DNR Boating Program prior to the completion and approval of this agreement.

The LBP is responsible for the construction and placement of the Personal Flotation Device Loaner Board Station.

The LBP is responsible for stocking and maintaining the personal flotation devices at the Loaner Board Station and for notifying the DNR of items missing and presumed lost or stolen.

The LBP is required to physically inspect Personal Flotation Device Loaner Board Station and associated gear once per week

The LBP is responsible for monitoring usage of the Personal Flotation Device Loaner Board Station as requested by the DNR.

The LBP is responsible for placing the Personal Flotation Device Loaner Board Station at the boat landing prior to the Memorial Holiday weekend and removing and storing of the loaner board station at the end of the boating season, but not before Labor Day. *Note high water or other natural or man-made conditions may preclude placement within this time frame. In this case it is the LBP's responsibility to notify the DNR of said conditions.

4. **LIABILITY**

With respect to liability to third parties arising out of the performance of this Agreement, on behalf of itself, its officers, directors, members, employees, agents, and representatives, each party agrees that it will be responsible for its own acts and omissions and the results thereof and that it shall not be responsible for the acts or omissions of the other party, nor the results thereof to the extent authorized by Wisconsin law. Each party therefore agrees that it will assume the risk and liability to itself, its agents, employees, and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the party's own operations and/or the operations of its agents, employees, and/or volunteers under this Agreement.

5. **ASSIGNMENT**

No transfer or assignment of this Agreement or of any part thereof or interest therein, directly or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved in writing by the DNR Secretary or Secretary's authorized representative.

6. **APPROPRIATIONS**

Nothing herein contained shall be construed as binding the DNR to expend any sum in excess of appropriations made by the Legislature, or administratively allocated, for the purpose of the Agreement, or to involve the DNR in any contract or other obligation for the future expenditure of money in excess of such appropriations or allocation and all payments or obligations hereunder are subject to the availability of future appropriations.

7. **MISCELLANEOUS**

- A. The parties hereto confirm and agree that the recitals set forth at the beginning of this Agreement are true and correct and incorporate the same herein for all purposes.
- B. The rights and benefits conferred by this Agreement shall be subject to of the laws of the State of Wisconsin governing the DNR and the rules and regulations promulgated thereunder, whether now in force or hereafter enacted or provided; and the mention of specific restrictions, conditions and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation, and control by the DNR.

- C. Both parties agree to keep this Agreement in force when signed by both parties hereto until terminated by mutual agreement or at the option of either party upon 3 months' notice given in writing upon any anniversary date thereof. DNR and LBP shall review the Agreement every 3 years and at such other times as may be required by either party on 30 days written notice.
- D. DNR or LBP may terminate this Agreement upon 30 days written notice to the other party if, after reasonable effort by said party to correct a default, it is determined that conditions still exist contrary to this Agreement.
- E. This Agreement shall be interpreted, construed and governed by the laws of Wisconsin and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, the Parties agree that litigation shall be conducted in the State of Wisconsin.
- F. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.
- G. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the of Department of Natural Resources has caused this Agreement to be executed this 18th day of Dec, 2017.

State of Wisconsin
Department of Natural Resources
For the Secretary

By: 

IN WITNESS WHEREOF, the Loaner Board Partner has caused this Agreement to be executed this 27th day of November 2017.

Loaner Board Partner

By: GARY HENKE

Attested: 

Position: Mayor



December 23, 2019

Chad Hoerth, Director of Public Services
City of New London
215 N. Shawano Street
New London, WI 54961

Re: City of New London
Police Building HVAC Remodel
Letter Of Recommendation
McM. No. N0009-9-19-00206.02.00

On December 19, 2019, bids were received at New London City Hall for the above referenced project. Three (3) bids were received, ranging in price from \$213,156.00 to \$277,358 (bid tabulation enclosed).

Based upon the bids received, we recommend awarding Contract N0009-9-19-00206.02.00 to the low bidder, Wisconsin Mechanical Solutions, in the amount of \$213,156.00.

If you agree with our recommendation, please date and sign the enclosed Notices of Award, and return all copies to our office for incorporation into the contract documents.

If you have any questions, please feel free to contact me.

Respectfully,

McMahon Associates, Inc.



Joel B. Clary, P.E., MBA, CGD
Mechanical Engineer

JBC:lamc

Enclosures: Notice of Awards (3 copies each)
Bid Tabulation
Recommendation Clarification

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New London Police Department
HVAC Remodel Phase 1 & Phase 2
Recommendation

There was a bid opening on December 19, 2019 at 10:00 am for the New London Police Station. This bid was split into a base bid, and an Alternate-1 bid. There were three contractors that submitted bids for this project. The alternate bid (ALT-1) was for replacing the air handling unit completely with all the required components inside of it. We hoped by buying the whole unit with all the parts in it would be less expensive than replacing the various parts of the existing air handling unit. As it turned out it was more economical to keep the existing air handling unit box in place and then replace the Cooling Coil, the Supply Fan with VFD, the Control Components and control valves. Note the hot water coil would be re-used and likely could be replaced down the road for under \$10,000. Which is less than replacing the whole air handling unit.

All contractors acknowledge the addendum, had submitted their proof of responsibility forms and bid bonds. From lowest to highest, the lowest came in at \$213,156 from Wisconsin Mechanical Solutions, next medium bid came in at \$249,800 from Hurkman Mechanical and the highest bid came in at \$277,258 for AMA. I contacted the low bidder and asked them if they were going to provide the HTP boiler that was in the schedule. They said they would. Given that, I would recommend you award the contract to Wisconsin Mechanical Solutions.

Regarding why the bids were higher than first estimated. To start off, the old boilers and hot water heater pulled their combustion air from within the room, this required a combustion air supply fan for this room. Since the new high efficiency combustion boilers were going to be condensing boilers, their combustion air was not coming from the room anymore, but instead was coming from pipes communicating directly with the outside. Now since the existing 29 year old hot water heater was also pulling its air from the mechanical room, it also needed to be replaced with a new direct vented high efficient heater. This addition would add another \$10,000 to the bid price but now allowed us to remove the supply fan and now install a new room cooling fan. Note, the water heater was way beyond its useful life expectancy of 15 years and it was time to also replace it.

Before the bidding process, we had a couple of meetings with the Focus on Energy People (FOE) and in those conversations, we found out we could save some operational money by installing a



CO2 demand controlled ventilation system. This would cost another \$10,000 dollars to the project price but should pay for itself in 5 to10 years in operational savings. Note with replacing this equipment with higher efficient equipment, the Focus on Energy program would give the City of New London an incentive price of \$2,500.00 for the installation of this project.

Net bid price: \$213,156 (HC contractor) + \$17,500 (engineering) - \$2,500 (FOE) = \$228,156

SECTION 00 51 00.00

NOTICE OF AWARD

Dated: December 23, 2019

To: Wisconsin Mechanical Solutions
1045 Indianhead Drive
Mosinee, WI 54455

Contract No. N0009-9-19-00206.02.00

Project: City of New London
Police Building HVAC Remodel

You are notified that your Bid, dated December 19, 2019 for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a Contract for **City of New London-Police Building HVAC Remodel**.

The Contract Price of your contract is Two hundred thirteen thousand, one hundred fifty-six Dollars (\$213,156.00)

You must comply with the following conditions precedent within **15-days** of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents.
2. You must deliver with the executed Agreement the Contract Security (bonds), as specified in the Instructions to Bidders, General Conditions (Paragraph 5.1) and Supplementary Conditions.
3. You must deliver Insurance Certification complying with the General Conditions and Supplemental Conditions of the Contract Documents.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

OWNER:

CITY OF NEW LONDON
Outagamie and Winnebago Counties, Wisconsin

(authorized signature)

(title)

Witness: _____

I.D.

BID TABULATION

Owner:	CITY OF NEW LONDON
Project Name:	New London Police HVAC Remodel Phase I & II
Contract No.	N0009-9-19-00206.02
Bid Date:	December 19, 2019
Bid Time:	10:00 a.m., local time
Project Manager:	Jeff Kellner / Joel Clary

	WISCONSIN MECHANICAL SOLUTIONS 1045 Indianhead Drive Mosinee, WI 54455
BASE BID	\$213,156.00
ALTERNATE BID #1	+ \$16,905.00
Bid Security	5% Bid Bond
Addenda	Yes - #1

	HURCKMAN MECHANICAL INDUSTRIES, INC. 1450 Velp Avenue PO Box 10977 Green Bay, WI 54303
BASE BID	\$249,800.00
ALTERNATE BID #1	+ \$8,500.00
Bid Security	5% Bid Bond
Addenda	Yes - #1

	AMA, INC. 710 Lombardi Avenue Green Bay, WI 54304
BASE BID	\$277,358.00
ALTERNATE BID #1	+ \$14,539.00
Bid Security	5% Bid Bond
Addenda	Yes - #1

PROJECTS\N0009\91900206\ADMIN\BIDDING\BIDTAB-MCM