



Board of Park Commissioners

Regular Meeting

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

Revised Agenda

Thursday, July 21, 2022

6:30 PM

Council Chambers and Virtual

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 **July 21, 2022 at 6:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

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

I. Call to Order

1. Roll Call

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

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the June 16, 2022 meeting.
2. Welcome new Teen Advisors
3. Consideration & Possible Action to Accept \$250 from De Pere Women's Club to Rec Scholarship Fund*
4. Consideration & Possible Action to Accept a \$400 Donation from Lions Club for Beer Gardens*
5. Consideration & Possible Action to Accept a \$500 Donation from BCCWC to CC Facility & Activities*
6. Consideration and Possible Action to Accept \$2,500 Donation from the Wochinske Foundation for Recreation Scholarship Fund.*
7. Consideration and Possible Action to Approve the De Pere Ice Arena End of Year 2022 Financial Statements.
8. Consideration and Possible Action on Lease Agreement Between the City of De Pere, De Pere Deacons Hockey Team, Inc. and De Pere Voyageurs Booster Club, Inc. for Locker Room and Storage Facility.*

9. Consideration and Possible Action to Approve Proposal for Ash Tree Removals from On Site Logging.*

10. Discussion on Nelson Family Pavilion Technical Design.

IV. Future Agenda Items

V. Adjournment

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

Board Members
Alderspersons
Mayor James Boyd
Larry Delo, City Administrator
Kristen Johnson, City Attorney
Marty Kosobucki
Carey Danen, City Clerk
City Hall 1st and 2nd Floor
De Pere Girls Softball
Connor Goodman, Teen Advisor
Madison DeCleene, Teen Advisor
De Pere Women's Club
Brown Co. Community Women's Club
On Site Logging
David J. Timm
Dave Nalepka

De Pere Youth Hockey
De Pere Select Soccer
De Pere Area Chamber of Commerce
Definitely De Pere
Brown County Library – De Pere
TV & Radio Stations
De Pere Rapides Youth Soccer
De Pere Baseball
Christopher Thompson, De Pere School Dist.
Dennis Krueger, WDP School District
Brown Co. Ice Management
De Pere Lions Club
Wochinske Foundation
McMahon Associates
Tom Vandenberg

***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: July 21, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the June 16, 2022 meeting.

ATTACHMENTS:

- Draft Minutes 6-16-22 (PDF)



Board of Park Commissioners

Regular Meeting

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

Draft Minutes

Thursday, June 16, 2022

6:30 PM

Council Chambers and Virtual

I. Call to Order

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

Attendee Name	Title	Status	Arrived
Melissa Thiel Collar	Board Member	Excused	
Ryan Jennings	Board Member	Present	
Jim Kneiszel	Board Member	Present	
Amy Chandik Kundinger	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Randy Soquet	Board Member	Present	
Hundamo Lovell	Teen Advisor	Present	
Christopher Soquet	Teen Advisor	Present	

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

None

III. Items

1. Consideration and Possible Action to Approve the Board of Park Commissioners Minutes from the May 19, 2022 meeting.

Aldersperson Raasch moved to approve the minutes from the May 19, 2022 Board of Park Commissioners meeting, seconded by James Kneiszel. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Jim Kneiszel, Board Member
AYES:	Jennings, Kneiszel, Kundinger, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Melissa Thiel Collar

2. Consideration and Possible Action to Elect Chairperson for the Board of Park Commissioners.

Aldersperson Defnet Ledvina nominated Randy Soquet as Chairperson of the Board of Park Commissioners, seconded by James Kneiszel.

Aldersperson Raasch closed the nominations at 6:33 pm.

Upon vote, the above motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Jim Kneiszel, Board Member
AYES:	Jennings, Kneiszel, Kunding, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Melissa Thiel Collar

3. Consideration and Possible Action to Elect Vice Chairperson for the Board of Park Commissioners.

Alderperson Raasch nominated Ryan Jennings as Vice Chairperson for the Board of Park Commissioners, seconded by Alderperson Chandik Kunding.

Alderperson Raasch closed the nominations at 6:34 pm.

Upon vote, the above motion passed unanimously.

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

4. Consideration and Possible Action to Accept \$100,000 Donation from First Congregational Church for Playground at Kelly Danen Park.*

James Kneiszel moved to accept a \$100,000 donation from First Congregational Church for a playground at Kelly Danen Park, seconded by Alderperson Raasch.

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that if the donation is approved, staff would move forward with preparing an RFP for \$100,000 with two different options. The first option would be for an \$80,000 playground with the addition \$20,000 to be used for wood chips and other items. The second option would be for a \$50,000 playground with the additional \$50,000 being used for poured in place surfacing.

Upon vote, the above motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Board Member
SECONDER:	Dean Raasch, Alderperson
AYES:	Jennings, Kneiszel, Kunding, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Melissa Thiel Collar

5. Consideration & Possible Action to Accept a \$300 from De Pere Area Men's Club for Senior Picnic*

James Kneiszel moved to accept a \$300 donation from the De Pere Area Men's Club for the senior picnic, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Board Member
SECONDER:	Ryan Jennings, Board Member
AYES:	Jennings, Kneiszel, Kunding, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Melissa Thiel Collar

6. Consideration and Possible Action to Accept Donations from De Pere Girls Softball for Upgrades to the Fields at Optimist Park.*

Aldersperson Raasch moved to accept the donations from De Pere Girls Softball for upgrades to the fields at Optimist Park, seconded by Aldersperson Defnet Ledvina. Ryan Jennings thanked the organizations for all the generous donations. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Shana Defnet Ledvina, Aldersperson
AYES:	Jennings, Kneiszel, Kunding, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Melissa Thiel Collar

7. Consideration and Approval of Local Girl Scout Troup to Sell Concessions at City Band Concerts.

Aldersperson Raasch moved to approve a local Girl Scout Troup the ability to sell concessions at the City Band Concerts at Voyageur Park, seconded by Randy Soquet.

Aldersperson Raasch moved to open the meeting for public comment at 6:36 pm, seconded by Ryan Jennings. Upon vote, the motion passed unanimously.

Sophia Smits, Girl Scout from the De Pere and Oneida Troup, explained that the troop is looking to go on a trip to Europe in 2024. She currently plays in the band and has played with the band for the past two years. As part of the troops fundraising efforts, they are looking to sell water and bagged pretzels at the City Band concerts.

Aldersperson Defnet Ledvina moved to close the meeting at 6:40 pm, seconded by Aldersperson Raasch. Upon vote, the motion passed unanimously.

Aldersperson Defnet Ledvina questioned if there were any issues with allowing the sales. Marty Kosobucki, Director of Parks, Recreation and Forestry explained that he spoke with the City Attorney. Because the city did not go out for proposals for this service, the Park Board has the authority to approve the service.

Randy Soquet questioned if it would only be for the 2022 season. Marty Kosobucki confirmed that it would only be for 2022.

Ryan Jennings stated that he loves the idea.

Marty Kosobucki stated that the food that is sold would need to be prepacked. If it is not, the group would have to coordinate the items with the health department.

Upon vote, the above motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Randy Soquet, Board Member
AYES:	Jennings, Kneiszel, Kunding, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Melissa Thiel Collar

8. Consideration and Possible Action to Provide Recommendation to City Council Regarding Legion Pool Replacement.*

Marty Kosobucki, Director of Parks, Recreation and Forestry explained that he received a report on the pool funding from the Finance Director. The Finance Director provided hypothetical information if Legion Pool was constructed in 2026 and what the financial outcome would be. Marty explained the spreadsheet in detail.

Randy Soquet questioned the assumed debt on the spreadsheet.

Alderson Defnet Ledvina questioned of the operating costs listed on the spreadsheet were for both pools. Marty confirmed they were.

Alderson Raasch questioned the cost of construction on the project. Marty explained that if the estimated cost of construction at the time of design was \$6 million, the current estimate would probably be more than \$6.6 million. Alderson Raasch confirmed that many city construction projects that were budgeted for this year are coming in over budget and this is causing thousands of dollars to be pushed into next years budget to just complete this year's projects.

Marty Kosobucki explained that what the Finance Director was doing was to try to give some type of estimate. The actual costs will change, but the information provides a good idea of the financial impact of what happens when Legion Pool is built. Ryan Jennings stated he likes the way the report is laid out. It shows the benefit of waiting to build Legion Pool until some of the VFW debt is paid off.

James Kneiszel questioned how confident staff is that there will not be a catastrophic failure at Legion Pool in 2023. Marty Kosobucki explained that there is no doubt that the city is living on borrowed time with Legion Pool. The way Legion Pool is designed, it is impossible to inspect all the underground piping for the pool, not even with cameras.

Alderson Chandik Kunding commented that the pool referendum is in place to help fund the pools in the city.

Alderson Raasch commented that there was a very carefully, thought out process for the pools. The Park Board first looked at the best location, and the best option for pools in the city. With consultant help, based on the size of De Pere, it was decided that the city should only have one pool. The consultant stated that it was uncommon for a city the size of De Pere to have more than one pool. Also, the location was looked at, and it was determined that VFW Park was the best location for the pool to be located at. With the unique period in the economy; the pressures in construction costs and staffing; and interest rates that will continue to increase, it would be great if construction of Legion Pool in 2026 works, but the city needs to be open to moving up or delaying construction depending on circumstances.

Alderson Chandik Kunding stated that the referendum was one of only five referendums that happened in the city, and the only referendum that took place in all four districts and was approved in all four districts.

Marty Kosobucki stated that he feels what people are looking for is a plan of action. The plan can change, but the community wants to know what the plan is for Legion Pool.

Alderson Raasch feels the problem is that some residents would like to build the new pool now, and others would like to wait until VFW is completely paid off. Whatever the plan is, the city needs to be willing to change plans if appropriate.

Ryan Jennings moved to send the plan to Council to begin technical design on Legion Pool in 2025, with construction starting in 2026, pending review of economic climate at that time and if the pool sustains catastrophic failure as defined as costing \$250,000 or more, triggering immediate review of the plan and timeline, and if any event costs more than \$50,000 review of the Legion Pool timeline, seconded by Alderson Chandik Kunding.

Discussion followed.

Alderson Raasch questioned what the \$50,000 threshold represents.

Ryan Jennings explained his idea was that if a repair of \$50,000 is needed, then the request would go to park board for review for possible changes in the timeline.

Marty Kosobucki explained that his interpretation of catastrophic failure would shut the pool down. If repairs are required of \$50,000 or over, the pool would be fixed and keep the pool open and then the timeline would be reviewed.

Aldersperson Chandik Kunding moved to open the meeting to public comment at 7:25 pm, seconded by Aldersperson Raasch. Upon vote, the motion passed.

Katie Carivou questioned the financials and if the pools are running at a deficit and if it is changing at all with the aquatic facility. She also questioned where any repair costs would be placed in the worksheet.

Marty Kosobucki explained that 2/3 of the deficit was Legion Pool and 1/3 was from VFW. As a whole, VFW did pretty good.

Vicky Kelly Seaman stated that she feels most people in De Pere did not think that it was going to take this long to build Legion Pool. She feels there should be a plan in place before a catastrophic failure takes place and feels there has been a lack of communication with residents regarding the pool.

Aldersperson Raasch moved to go back to regular order at 7:31 pm, seconded by Aldersperson Defnet Ledvina. Upon vote, the motion passed.

Aldersperson Defnet Ledvina questioned if any of the repairs listed in the memo were close to \$50,000.

Marty Kosobucki explained that he did not believe any of the repairs were over \$50,000, but staff performed some of the work. If a contractor did all the work, there were some have been some repairs that would have come close. The \$50,000 threshold only triggers a review of the timeline. The timeline could be reviewed at any repair expense.

Upon vote, the above motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Board Member
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Jennings, Kneiszel, Kunding, Defnet Ledvina, Raasch, Soquet
EXCUSED:	Melissa Thiel Collar

9. Consideration and Possible Action on Recommendation of Project 22-18 Bids, Circulating Pumps for the Community Center.*

Aldersperson Raasch explained that this is another project where bids came in way over budget. These pressures are being seen with many projects.

Aldersperson Raasch moved to approve the bid for Project 22-18 from Hurckman Mechanical Industries for \$115,680, with the overage of \$20,680 coming from unassigned reserves, seconded by Ryan Jennings.

Ryan Jennings stated he is for moving forward with the project. The resurfacing of the tennis court project we rebid due to budget overages, and it ended up coming in more than the first bid.

Upon vote, the motion passed unanimously.

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

IV. Discussion Items

1. Update on Status of Legion Pool Operations and Opening.

Marty Kosobucki, Director of Parks, Recreation, and Forestry stated that a major leak was found in Legion Pool. Due to the size of the leaks and that the system could not hold pressure, the leak detection company had difficulty pinpointing the leaks. The leaks were fixed, but due to the inability of getting the correct replacement materials, the fix will not look great. Marty also stated that an additional manager for Legion Pool has been hired, but he is young and will have a lot to learn, so hopefully the patrons will be patient with him.

RESULT:	DISCUSSED
----------------	------------------

2. Update on the Status of Recreation Supervisor Hiring

Marty Kosobucki, Director of Parks, Recreation, and Forestry explained that Angela George, the current Recreation Supervisor has resigned, and a new person has been hired and will be starting on June 30th.

RESULT:	DISCUSSED
----------------	------------------

3. Farewell from Teen Advisors

Christopher Soquet and Hundamo Lovell thanked the Board of Park Commissioners for the opportunity to serve on the Park Board.

RESULT:	DISCUSSED
----------------	------------------

V. Future Agenda Items

None

VI. Adjournment

Alderperson Raasch moved to adjourn the meeting at 7:45 pm, seconded by Alderperson Defnet Ledvina. Upon vote, the motion passed unanimously.

Respectfully submitted,
Grace Lahtela



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 21, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Grace Lahtela

SUBJECT: Welcome new Teen Advisors

ATTACHMENTS:

- Memo.Welcome Teen Advisors (DOCX)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Marty Kosobucki
Date: July 8, 2022

RE: Teen Advisors

Below are the new teen advisors that were recommended by Mayor Boyd to serve on the Board of Park Commissioners:

West Side: Connor Goodman

East Side: Madison De Cleene



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 21, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration & Possible Action to Accept \$250 from De Pere Women's Club to Rec Scholarship Fund*

ATTACHMENTS:

- Womans Club of De Pere - Rec Scholarship 2022 (DOCX)

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: July 7, 2022

RE: Consideration & Possible Action to Approve \$250 from Woman's Club of De Pere to the Recreation Scholarship Fund

Staff is requesting the Board of Park Commissioner's approval to accept a generous donation of \$250 from the Woman's Club of De Pere to the Recreation Scholarship Fund. It is part of their mission to enrich the quality of life in our community and with this donation they hope our organization can assist in carrying out that focus.

To date, the Recreation Scholarship Fund had awarded 398 scholarships to families in need. Our current balance in the account is \$35,290.29

Thank you for your time and consideration.

Donation Information:

From: Woman's Club of De Pere
c/o Kathy O'Brien, Treasurer
2109 Lost Dauphin
De Pere, WI 54115

To: De Pere Parks & Recreation Department
For: Recreation Scholarship Fund
Amount: \$250



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 21, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration & Possible Action to Accept a \$400 Donation from Lions Club for Beer Gardens*

ATTACHMENTS:

- Memorandum Lions 2022 (DOCX)

Memorandum

To: Board of Park Commissioners

From: Cindy Lee, Recreation Supervisor

Date: June 27, 2022

Re: Approval to Accept Donation De Pere Lions Club

Staff is seeking Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of \$400 from the De Pere Lions Club for sponsorship of Mischief and Magic (Children's Entertainment) at our August Beer Gardens.

The Lions Club would be recognized as a sponsor of Mischief and Magic in our social media posts as well as at the Beer Gardens.

Thank you for your time and consideration.



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 21, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Consideration & Possible Action to Accept a \$500 Donation from BCCWC to CC Facility & Activities*

ATTACHMENTS:

- BCCWC - CC Facility_Programs \$500 7.7.22 (DOCX)

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: July 7, 2022
RE: Consideration & Possible Action to Approve \$500 from BCCWC for Community Center facility needs and activities

Staff is requesting the Board of Park Commissioner's approval to accept a generous donation of \$500 from the Brown County Community Women's Club to the Community Center. These funds will be used to support facility needs of the Community Center along with activities ranging from youth to adults and senior citizens.

We are very thankful to the members of the BCCWC for this donation and their past generous donations. We appreciate the BCCWC helping make a difference in the lives of others and supporting these resources for the citizens of the Brown County community.

Thank you for your time and consideration.

Donation Information:

From: Brown County Community Women's Club (BCCWC)
c/o Betty Jensen
PO Box 28216
Green Bay, WI 54324

To: De Pere Parks & Recreation Department
For: Community Center Facility Needs & Activities
Amount: \$500



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 21, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Consideration and Possible Action to Accept \$2,500 Donation from the Wochinske Foundation for Recreation Scholarship Fund.*

ATTACHMENTS:

- 2022 Wochinske Donation (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar
Date: July 12, 2022

RE: **Approve Donation from Wochinske Foundation**

This memo is to seek the Board of Park Commissioner's approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of \$2,500 for the Wochinske Foundation to be placed in the Recreation Scholarship Fund.

This is the twelfth year that Jim and Kathy Wochinske have donated to this fund. In total they have contributed \$26,000 to the Recreation Scholarship fund. They appreciate that the City offers this for our residents and truly enjoy contributing to this great program.

Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me.

Donation Information:

From: Wochinske Foundation
Jim and Kathy Wochinske
1981 Hawthorne Heights Dr.
De Pere, WI 54115
To: Recreation Scholarship Fund
Amount: \$2,500.00



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 21, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consideration and Possible Action to Approve the De Pere Ice Arena
End of Year 2022 Financial Statements.

ATTACHMENTS:

- De Pere Ice Arena - Year End Financials 2022 (PDF)

De Pere Ice Arena Report May 30, 2022 End of Fiscal Year.

Attached are the financial reports for the end of the year 2022 for the DePere Ice Arena. Please note a few items I have highlighted on the reports.

While the Profit for the year is down quite a bit I want to show where the profit was reinvested into capital items for the building. Our biggest line item changes this year, is 5010 Repairs and Maintenance (I have this highlighted on the P&L statement). There are some items that simply needed to be addressed this year as a priority and couldn't wait for approval from the City Capital repair funds, so I'd like to point those out. They are also highlighted on the last page of the financial report.

1. Pump on the Cooling Condensing Tower failed and that needed to be replaced. \$5,729.12
2. We had a major refrigeration leak on the system at start up. \$8,097.13
3. We had the floor repaired where floor piping anchors on the edges has rusted out and failed. This left parts of the edges of ice extremely hard to hold ice on. \$11,360.97

These items drastically reduced the income for this year, but at the same time they are now items that have been addressed.

Currently we are working with Youth Hockey and High School hockey on Fundraising to help with the replacement of the spectator heaters. This is another item we have on the capital improvements list. We had schedule to use rink funds to replace these in 2020 but we didn't finish 2020 like we had hoped so that was placed back on the list of to do items.

As we head into next season, we will need to do some type of permanent fix on the rubber flooring that is coming up in the public areas and creating some trip hazards. I'll also continue to replace burned out lighting over the arena with new LED replacement kits.

Other items that have increased have been staffing costs, and inflationary items. We may be looking to the City to approve a fee increase that may be over the 3% limit that we have in our contract. I'll be working with groups to see how much they plan to spend on ice purchases and then decide on ice rates for the 2022-23 season.

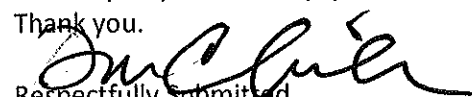
Each group seems to be seeing steady growth in their programs, which is good and should keep the building busy for next bunch of seasons.

DePere Youth Hockey is now operating the concession stand and will continue again next season. They are also going to look at getting some more public skating options back open and operating those as fundraisers for the Association.

The new website is now operational at www.depereicearena.org.

As always if you have any questions about the Arena, please feel free to contact me.

Thank you.


Respectfully Submitted,
Don Chilson, Brown County Ice Management
920-403-2000
cornerstoneicecenterdon@gmail.com

De Pere Ice Arena
Profit & Loss Prev Year Comparison
June 2021 through May 2022

3.7.a

	Jun '21 - May 22	Jun '20 - May 21	\$ Change
Ordinary Income/Expense			
Income			
4003 · Advertising Revenue	2,750.00	1,950.00	800.00
4004 · Figure Skating	88,132.02	73,681.96	14,450.06
4007 · Ice Rental-Private			
4007i · De Pere High School	31,354.56	26,176.73	5,177.83
4007j · DePere Youth Hockey	80,172.25	68,170.95	12,001.30
Total 4007 · Ice Rental-Private	111,526.81	94,347.68	17,179.13
4007a · Non Contracted Ice	3,683.32	12,384.40	-8,701.08
4008 · Ice Rental-SNC	477.50	6,730.04	-6,252.54
4011 · Men's League	2,536.72	0.00	2,536.72
4013 · Open Skate/Open Hockey	0.00	791.86	-791.86
4016 · Vending	2,192.38	26.54	2,165.84
4110 · Kick-Synch	11,746.50	5,012.58	6,733.92
4111 · Ice Rental-Deacons	9,466.57	7,739.70	1,726.87
Total Income	232,511.82	202,664.76	29,847.06
Gross Profit	232,511.82	202,664.76	29,847.06
Expense			
5000 · Building Expense			
5004 · Service Contracts	8,021.42	7,813.81	207.61
5005 · Zamboni	384.51	572.17	-187.66
5010 · Repairs and Maintenance	41,203.77	8,974.87	32,228.90
Total 5000 · Building Expense	49,609.70	17,360.85	32,248.85
5001 · Insurance Expense	14,400.00	14,400.00	0.00
5300 · Office Expense			
5301 · Bank Service Charges	195.10	173.97	21.13
5306 · Office Supplies	746.17	0.00	746.17
5308 · Telephone Expense	3,264.60	2,610.31	654.29
5300 · Office Expense - Other	944.00	0.00	944.00
Total 5300 · Office Expense	5,149.87	2,784.28	2,365.59
5400 · Payroll			
5401 · FICA Employer	4,737.98	4,101.49	636.49
5403 · Medicare Expense	1,144.70	931.42	213.28
5404 · Regular Earnings	36,082.47	30,278.28	5,804.19
5405 · Salaries	40,343.42	35,890.84	4,452.58
5407 · Payroll Processing Fees	650.00	650.00	0.00
Total 5400 · Payroll	82,958.57	71,852.03	11,106.54
5500 · Program Expense			
5501 · Advertising and Promotion	2,887.50	1,575.00	1,312.50
Total 5500 · Program Expense	2,887.50	1,575.00	1,312.50
5600 · Electric	51,579.23	38,766.32	12,812.91
5601 · Water	7,084.70	4,733.04	2,351.66
5602 · Gas	7,763.99	4,901.06	2,862.93
5700 · Vending Expense	2,026.59	233.65	1,792.94

De Pere Ice Arena
Profit & Loss Prev Year Comparison
June 2021 through May 2022

	<u>Jun '21 - May 22</u>	<u>Jun '20 - May 21</u>	<u>\$ Change</u>
6000 · Depreciation Expense	2,625.52	2,796.16	-170.64
Total Expense	226,085.67	159,402.39	66,683.28
Net Ordinary Income	6,426.15	43,262.37	-36,836.22
Other Income/Expense			
Other Expense			
7000 · Split with City of De Pere	3,213.08	21,631.18	-18,418.10
Total Other Expense	3,213.08	21,631.18	-18,418.10
Net Other Income	-3,213.08	-21,631.18	18,418.10
Net Income	<u>3,213.07</u>	<u>21,631.19</u>	<u>-18,418.12</u>

	Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
5000 · Building Expense									
5010 · Repairs and Maintenance									
	Bill	07/12/2021	61224	Beno Plumbing	fixed showers		20000 · Accounts Payable	1,627.44	1,627.44
	Bill	08/04/2021	4606	Rink-Tec	repair Condenser motor for cooling tower		20000 · Accounts Payable	5,729.12	7,356.56
	Bill	08/29/2021	73378-IN	R&R Specialities	Jet Ice Paint		20000 · Accounts Payable	1,200.00	8,556.56
	Bill	09/02/2021	149076	Johns Refrigeration, LLC	system B leak & added refrigerant R507		20000 · Accounts Payable	8,097.13	16,653.69
	Bill	09/15/2021	4641	Rink-Tec	Surround edge repair		20000 · Accounts Payable	11,360.97	28,014.66
	Bill	09/21/2021	117354663-00001	Sunbelt Rentals, Inc.	for painting ice		20000 · Accounts Payable	650.10	28,664.76
	Bill	09/24/2021	173871	Kriss Products	CWT-540		20000 · Accounts Payable	547.50	29,212.26
	Bill	10/25/2021	62292	Beno Plumbing	fixed sump pump		20000 · Accounts Payable	208.23	29,420.49
	Bill	11/08/2021	3071	All*American Arena Products	New goal nets		20000 · Accounts Payable	618.00	30,038.49
	Bill	11/14/2021	25074	Fox Cities Sign LLC	New Front Building Letters		20000 · Accounts Payable	1,223.80	31,262.29
	General Journal	12/09/2021	1188		hand sanitizer for stations pd by BCIM		2701 · Payable to/(Receivable fr) BCIM	102.55	31,364.84
	General Journal	12/22/2021	1192		Filters for DP furnace		2701 · Payable to/(Receivable fr) BCIM	60.64	31,425.48
	Bill	01/31/2022	101504	Vos Electric, Inc.	replaced bulbs w/LED		20000 · Accounts Payable	1,318.60	32,744.08
	Check	02/11/2022	1828	CSQ Security	amplifier		1015 · Nicolet Bank	985.00	33,729.08
	Bill	02/15/2022	63256	Beno Plumbing	shower fixed in LR#1		20000 · Accounts Payable	372.33	34,101.41
	Bill	02/23/2022	101700	Vos Electric, Inc.	Zamboni room		20000 · Accounts Payable	557.99	34,659.40
	Bill	02/23/2022	101699	Vos Electric, Inc.	ATM data jack		20000 · Accounts Payable	666.68	35,326.08
	Bill	02/23/2022	101698	Vos Electric, Inc.	1 metal halide bulb & LED		20000 · Accounts Payable	433.59	35,759.67
	Bill	02/23/2022	101697	Vos Electric, Inc.	replaced emergency exit & ballasts & bulbs		20000 · Accounts Payable	1,085.05	36,844.72
	Bill	02/23/2022	101696	Vos Electric, Inc.	misc electrical work		20000 · Accounts Payable	1,243.32	38,088.04
	Deposit	03/03/2022			reimbursed for Beno Plumbing bill from Oshkosh High Scho	1015 · Nicolet Bank		-352.92	37,735.12
	Bill	03/07/2022	63422	Beno Plumbing	replace valve at meter		20000 · Accounts Payable	597.39	38,332.51
	Bill	03/08/2022	101986	Vos Electric, Inc.	test compressor #1 phase modulator		20000 · Accounts Payable	177.44	38,509.95
	Bill	03/30/2022	63683	Beno Plumbing	reset & repair toilet		20000 · Accounts Payable	258.01	38,767.96
	General Journal	04/13/2022	1228		Drain pipe for outside DP pd by BCIM		2701 · Payable to/(Receivable fr) BCIM	35.81	38,803.77
	Check	04/20/2022	1847	CSQ Security	New speakers at DPI		1015 · Nicolet Bank	2,400.00	41,203.77
								<u>41,203.77</u>	<u>41,203.77</u>
Total 5010 · Repairs and Maintenance								<u>41,203.77</u>	<u>41,203.77</u>
Total 5000 · Building Expense								<u>41,203.77</u>	<u>41,203.77</u>
TOTAL								<u>41,203.77</u>	<u>41,203.77</u>

	<u>May 31, 22</u>
ASSETS	
Current Assets	
Checking/Savings	
1015 · Nicolet Bank	85,804.82
Total Checking/Savings	<u>85,804.82</u>
Accounts Receivable	
11000 · Accounts Receivable	20,751.90
Total Accounts Receivable	<u>20,751.90</u>
Other Current Assets	
1300 · Prepaid Expenses	4,498.55
Total Other Current Assets	<u>4,498.55</u>
Total Current Assets	<u>111,055.27</u>
Fixed Assets	
1600 · Equipment	89,822.48
1610 · Accumulated Depreciation	-79,658.38
Total Fixed Assets	<u>10,164.10</u>
TOTAL ASSETS	<u><u>121,219.37</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2105 Sales Tax Payable	108.10
2703 Payable Surcharge to City	167.40
2701 · Payable to/(Receivable fr) BCIM	6,660.56
2702 · Payable to City of De Pere	3,213.08
Total Other Current Liabilities	<u>10,149.14</u>
Total Current Liabilities	<u>10,149.14</u>
Total Liabilities	<u>10,149.14</u>
Equity	
3900 · Unrestricted Net Assets	107,857.16
Net Income	3,213.07
Total Equity	<u>111,070.23</u>
TOTAL LIABILITIES & EQUITY	<u><u>121,219.37</u></u>



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 21, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Consideration and Possible Action on Lease Agreement Between the City of De Pere, De Pere Deacons Hockey Team, Inc. and De Pere Voyageurs Booster Club, Inc. for Locker Room and Storage Facility.*

The De Pere Deacons Hockey Team and De Pere Voyageurs Booster Club have assumed occupancy and responsibility of the locker and storage facility connected to the De Pere Ice Recreation Center. This facility was originally constructed and owned by St. Norbert College and the original De Pere Deacons Hockey Team. This lease agreement replaces the lease agreement from 1995 between the City, St. Norbert College, and the original De Pere Deacons. This lease agreement establishes the De Pere Deacons Hockey Team and De Pere Voyageurs Booster Club as co-lessees of the facility for a fee of one dollar per year with an initial term of twenty years. Staff recommends approval of the lease agreement.

ATTACHMENTS:

- Locker Room Lease Agreement DRAFT (PDF)
- Exhibit A-Locker Room Lease(PDF)

**LEASE AGREEMENT BETWEEN CITY OF DE PERE,
DE PERE DEACONS HOCKEY TEAM, INC., AND DE PERE VOYAGEURS BOOSTER
CLUB, INC. FOR LOCKER ROOM AND STORAGE FACILITY**

This Lease Agreement (“Lease”) is made and effective _____, 2022 (the “Effective Date”), by and between the City of De Pere, a Wisconsin municipal corporation (“Lessor”) and De Pere Deacons Hockey Team, Inc. (“De Pere Deacons”) and De Pere Voyageurs Booster Club, Inc. (“WIAA Booster Club”)

WHEREAS, Lessor is the owner and operator of the De Pere Ice Recreation Center (“Center”) located at 1450 Ft. Howard Avenue, De Pere, WI 54115; and

WHEREAS, a lease agreement was entered into on December 11, 1995 between Lessor, St. Norbert College, Inc., and the original De Pere Deacons Hockey Team whereby Lessor authorized St. Norbert College and the original De Pere Deacons Hockey Team to construct and maintain ownership of a locker and storage facility adjacent and connected to the Center, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the lease agreement between Lessor and the original De Pere Deacons Hockey Team, a locker and storage facility consisting of 5,200 square feet of property immediately adjacent to the east wall of the Center was constructed and co-owned by St. Norbert College and the original De Pere Deacons Hockey team in 1995, as illustrated on Exhibit 1 of Exhibit A attached hereto and shall be referred to as the “Premises;” and

WHEREAS, St. Norbert College and the original De Pere Deacons Hockey Team no longer have an interest in owning or operating the Premises; and

WHEREAS, the WIAA Booster Club and De Pere Deacons (“Co-Lessees”) have jointly assumed occupancy and responsibility of the Premises; and

WHEREAS, it is the intention of all parties to terminate the lease agreement dated December 11, 1995 and replace it with this Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **TERM AND RENEWAL TERMS.** The Co-Lessees shall lease the Premises from Lessor commencing on the Effective Date for an initial term of twenty (20) years (the “Initial Term”), subject to the terms and conditions of this Lease. This Lease shall automatically renew for consecutive ten (10) year renewal terms subject to one (1) year written notice of intent to terminate this Lease given by Lessor to both Co-Lessees at any time during any lease term other than the Initial Term, or given by both Co-Lessees to Lessor at any time after the Effective Date.
2. **RENT.** Co-Lessees shall pay rent to Lessor in the sum of one dollar (\$1.00) per year during the Initial Term and each Renewal Term. Said amount shall be due and payable

on or before the Effective Date, and thereafter, on January 1st of each year during the Initial Term and each Renewal Term of the Lease. However, Co-Lessees shall have the right to prepay the entire amount for the Initial Term and each Renewal Term at the commencement thereof.

3. **EXCLUSIVE USE/RIGHT OF ENTRY.** Co-Lessees shall have the exclusive right to utilize and improve the Premises for Co-Lessees' private use in accordance with the terms and conditions of the Lease. Lessor shall have the right to enter the Premises at any time to ensure that Co-Lessees' use and occupancy of the Premises is in compliance with the terms of the Lease.
4. **IMPROVEMENTS.** Co-Lessees shall not make any structural improvements to the Premises unless the plans are first approved in writing by Lessor, which such approval may be subject to conditions but shall not be unreasonably withheld. Co-Lessees shall obtain any required permits and/or approvals from the building inspection department before making any structural improvements to the Premises.
5. **OWNERSHIP AND RESPONSIBILITY.**
 - a. **Personal Property and Fixtures.** Co-Lessees may place personal property and fixtures within the Premises in any manner so as to reasonably accommodate the purpose or use of the Premises as a locker room or storage facility.
 - b. **Right to Sublet.** Co-Lessees shall have the right to sublet the Premises back to Lessor or to third parties upon the prior written approval of Lessor which such approval may not be unreasonably withheld.
 - c. **General Liability Insurance Required.** Each Co-Lessee shall maintain a policy of comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000, with additional umbrella liability insurance coverage for a total of not less than \$5,000,000.
 - d. **Improvements and Personal Property Insurance.** Co-Lessees shall be jointly and severally responsible for and shall maintain adequate property insurance on the Premises.
 - e. **Utilities.** Co-Lessees shall be jointly and severally responsible for any and all utility costs associated with the Premises, including but not limited to water, electricity, sanitary sewer, storm sewer and natural gas.
 - f. **Maintenance.** Co-Lessees shall be jointly and severally responsible for any and all costs required to keep the Premises in full compliance with all relevant state, federal and local codes applicable to the Premises.
6. **HOLD HARMLESS.** Co-Lessees hereby agree to indemnify, defend and hold harmless Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature in any manner

which relate to either, or both of the Co-Lessees' use of the Premises and which are directly or indirectly caused, occasioned or contributed in whole or in part or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of Co-Lessees or anyone acting under their direction or control or on their behalf, even if liability is also sought to be imposed on Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Co-Lessees shall reimburse Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers for any and all legal expenses and costs incurred by each of them in connection with the enforcement of the indemnification obligations set forth herein.

In the event that Co-Lessees employ other persons, firms, corporations or entities ("Sub-contractor") as part of work covered by the Lease, it shall be Co-Lessees' responsibility to require and confirm that each Sub-contractor has liability insurance satisfactory to Lessor or, in the alternative each Sub-contractor shall enter into an indemnity agreement in favor of Lessor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

7. RESTRICTIONS ON USE.

- a. **Hours of Use.** Access to the Premises will be limited to Center operating hours except that Co-Lessees may have access to the Premises at hours other than operating hours of the Center for the limited purpose of returning equipment, providing maintenance or, with Lessor's prior written consent, which consent shall not be unreasonably withheld, attending to Co-Lessees' other obligations set forth herein.
- b. **Use of the Premises.** The Premises shall be subject to the exclusive use and control of Co-Lessees. While the principal purpose of the Premises is to provide private locker room and storage facilities, it is understood that Co-Lessees may also use the Premises for academic activities, clinics, camp events, etc.
- c. **Conduct on Premises.** Co-Lessees shall impose and enforce rules substantially similar to those of the Center for all users of the Premises. In the event that activities on the Premises interfere with the public use of the Center, the Center's Manager and/or their designee, may take any action reasonably necessary to provide for orderly public use of the Center, including requiring all users of the Premises to temporarily leave the Premises and/or Center. Repeated violations of this Section shall constitute default of this Lease.

- 8. **SIGNS.** Co-Lessees shall not place or erect any signs on the outside of the Premises without the prior consent of Lessor which such consent shall not be unreasonably

withheld. The size, text, design and location of any sign shall be subject to written pre-approval by Lessor. Signs may be placed on the inside of the Premises provide the signs are not permanent fixtures.

9. **ASSIGNMENT.** Unless authorized and agreed upon in writing by all parties, which such authorization and agreement shall not be unreasonably withheld, neither of the Co-Lessees may assign or otherwise transfer any right or privilege conferred by this Lease.
10. **CONTINUED USE OF THE CENTER.** Nothing in this Lease shall require Lessor to continue to utilize the Center as an ice recreation facility if it is determined by Lessor that such use is contrary to the public interest. Notwithstanding the foregoing, in the event that Lessor elects to permanently discontinue use of the Center as an ice recreation facility or discontinue use of the same for a period of time in excess of 12 months, this Lease may be terminated by written notice given by both Co-Lessees to Lessor.
11. **BREACH AND RIGHT TO CURE.** In the event that Co-Lessees, or either of them, fails to perform under the terms or conditions of this Lease, Lessor shall give Co-Lessees sixty (60) days written notice of the event of default, during which time Co-Lessees have the right to cure the default. Lessor may terminate this Lease if, after said cure period expires Co-Lessees fail to cure the default.
12. **EFFECT OF TERMINATION.**
 - a. **Termination of One Co-Lessee.** In the event that this Lease is terminated in regard to one Co-Lessee by mutual agreement of the parties, or for any other reason whatsoever, the other Co-Lessee may request, in writing to Lessor, to continue this Lease under its current terms. In such case, this Lease shall continue upon satisfactory proof to Lessor that all provisions of this Lease are complied with by the remaining Lessee. This Lease shall thereupon continue until it is terminated pursuant to the terms of this Lease.
 - b. **Disposition of Personal Property and Fixtures.** Upon termination of this Lease, Lessor shall have the option of accepting ownership of the Co-Lessee's personal property and fixtures which remain on the Premises or requiring its removal at Co-Lessee's cost.
 - c. **Ownership of the Premises Upon Termination.** Upon termination of this Lease, Lessor shall have the option of accepting ownership of the Premises or requiring its removal at Co-Lessee's cost. In the event Lessor determines to take ownership of the Premises, Lessor may require Co-Lessee to take any and all steps reasonably necessary to bring the Premises into compliance with the terms and conditions of this Lease at Co-Lessee's cost or may make such repairs and/or perform required maintenance at Co-Lessee's cost.
13. **JOINT AND SEVERAL RESPONSIBILITY OF CO-LESSEES.** Except as otherwise specifically provided, the Co-Lessees shall be jointly and severally liable for performance of and compliance with all terms and conditions of this Lease. Such joint

and several liability shall exist in favor of Lessor to compel compliance with the terms of this Lease by either or all Co-Lessees in regard to the provisions of this Lease, regardless of exclusivity of use.

- 14. NOTICE.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if personally delivered or sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor:

City of De Pere
Attn: Director of Parks,
Recreation & Forestry
925 S. Sixth Street
De Pere, WI 54115

If To Co-Lessees:

De Pere Deacons
Attn: David Lepp
14908 Argonne Dr.
Green Bay, WI 54304

and

WIAA Booster Club
a.k.a De Pere Voyageurs Booster Club
Attn. Board President
PO Box 5163
De Pere, WI 54115

- 15. WAIVER.** No waiver of any default of Lessor or either or both of Co-Lessees hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or either or both Co-Lessees shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.
- 16. MEMORANDUM OF LEASE.** The parties hereto contemplate that this Lease should not be filed for record, but in lieu thereof, at the request of Lessor or either or both Co-Lessees, the parties shall execute a memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.
- 17. SUCCESSORS.** The provisions of this Lease shall extend to and be binding upon Lessor and Co-Lessees, and their successors and assigns.
- 18. FINAL AGREEMENT.** This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by further writing that is duly executed by all parties.

19. GOVERNING LAW. This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written:

CITY OF DE PERE

By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

DE PERE DEACONS

By:

**WIAA BOOSTER CLUB
A.K.A. DE PERE VOYAGEURS
BOOSTER CLUB**

By:

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 11th day of December, 1995 by and between the City of De Pere, a Wisconsin municipal corporation ("Lessor") and St. Norbert College, Inc. a Wisconsin corporation, and De Pere Deacons Hockey Team. St. Norbert College, Inc. and De Pere Deacons Hockey Team shall be collectively referred to as "Lessee" where the responsibility and liability for compliance with the terms and conditions of this lease are joint and several. Where the responsibility and liability of St. Norbert College, Inc. or the De Pere Deacons Hockey Team are independent of the other tenant, the party shall be referred to as "co-tenant".

RECITALS

WHEREAS, Lessor owns and operates the De Pere Ice Recreation Center (hereinafter "Center"); and

WHEREAS, Lessee is a significant user of the Center; and

WHEREAS, over the years, the use of the public locker facility supplied by Lessor and used by Lessee has been inconvenient for both Lessor and Lessee; and

WHEREAS, Lessee has approached Lessor requesting permission to construct a locker facility for Lessee's sole use adjacent and connected to the Center; and

WHEREAS, Lessor sees public benefit to permitting the construction of a private facility by Lessee to be used in conjunction with the Center and is therefore amenable to permit such construction under the terms and conditions of this Agreement;

Miscellaneous

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Lessor does hereby lease to Lessee and Lessee hereby agrees to occupy the premises described hereunder under the following terms and conditions:

I. PREMISES. The leased premises shall consist of 5,200 square feet of property immediately adjacent to the east wall of the Center, which Center is located at 1450 Ft. Howard Avenue. Such property is illustrated and designated "Premises" on Exhibit 1 attached hereto and is hereinafter referred to as the "Premises".

II. TERM. This lease shall commence June 30, 1995 and shall run for twenty (20) years, subject to the terms and conditions of this Agreement. The lease shall automatically renew for consecutive ten (10) year terms subject to a one (1) year written notice of intent to terminate the Agreement given at any time during any lease period other than the initial period.

III. RENT. Lessee shall pay rent to Lessor in the sum of One (\$1.00) Dollar per year. Said amount shall be due and payable on or before June 20 of each year during the term of the lease. However, Lessee shall have the right to prepay the entire amount for the term.

IV. EXCLUSIVE USE/RIGHT OF ENTRY. Lessee shall have the exclusive right to utilize and improve the Premises for Lessee's private use in accordance with the terms and conditions of this Agreement. Lessor shall have the right to enter the Premises at any time to ensure that Lessee's use is in compliance with the covenants of this Agreement.

V. LEASEHOLD IMPROVEMENTS. It is the underlying intent of this Agreement to permit Lessee to construct upon real property owned by Lessor (Premises) locker room and storage facilities for the exclusive use of Lessee ("Improvements").

(a) Construction Specifications. To ensure compatibility of the Improvements with the Center, no Improvements shall be constructed unless the plans are first approved by Lessor's Department of Public Works and Ice Facilities Management Committee. Such approval will not be unreasonably withheld, but may be subject to conditions. Construction shall be in substantial compliance with Exhibits 1, 2, and 3 annexed hereto.

(b) Responsibility for Construction Specifications Compliance. Lessee shall be entirely responsible to see to it that all construction is in accordance with all state, local, and federal regulations pertaining to the type of construction contemplated by this Agreement. Lessee shall coordinate construction activities with Lessor so as to minimize disruption of Center operations and the construction schedule shall be subject to the approval of the Center Manager.

(c) Hold Harmless. Lessee shall save and hold harmless Lessor for any and all causes of action, administrative proceedings, claims, suits, or other claims or proceedings of any nature whatsoever as a result or consequence of any of the following:

1. Bodily injury or property loss or damage to any officer, agent, employee or invitee of the City, officer, agent, employee or invitee of Lessee, or third party, occasioned as a result of construction activities contemplated hereunder or in any manner as a result of Lessee's exercise of the rights and/or obligations under this Lease Agreement, including, specifically, the use and operation of the Improvements;

2. Any violation of any state, federal, or local building code or any other regulation whatsoever pertaining to construction requirements for the Improvements; or

Miscellaneous

3. Any claim or allegation that Lessor or Lessee have acted in violation of any state or federal law pertaining to contracting procedures and compensation.

This hold harmless agreement is meant to apply to the fullest extent of the law and is to include the cost of attorney fees and any other cost reasonably incurred in the defense of any such claim, action, proceeding, etc.

VI. OWNERSHIP/MAINTENANCE RESPONSIBILITIES IN REGARD TO IMPROVEMENTS. (a) During the term of the lease and any renewals thereof, ownership of the Improvements shall be that of Lessee.

1. Personal Property and Fixtures. Lessee may place personal property and fixtures within the leased premises in any manner so as to reasonably accommodate the purpose or use of the Premises and Improvements thereon as a locker room or storage facility.

2. Right to Sublet. Each co-tenant shall have the right to sublet the Premises and use of the Improvements back to Lessor or to third parties upon the approval of Lessor.

3. General Liability Insurance Required. Lessee shall maintain a policy of General Liability Insurance in an amount not less than One Million Dollars per occurrence which shall be at all times during the term of this lease applicable to the Premises.

4. Improvements and Personal Property/Insurance. Lessee shall be solely responsible for and shall maintain adequate property insurance on the Improvements and all fixtures and personal property therein.

(b) Utilities. The construction specifications for the Improvements shall require separate meters to be installed for all utilities servicing the Improvements. Lessee shall be and remain responsible for any and all costs of the provision of water, electricity, sanitary sewer, storm sewer (if any), natural gas, or any other utilities whatsoever required and utilized by Lessee as a consequence of use of the Improvements.

(c) St. Norbert Game Credit. It is recognized that due to the construction of the improvements, Lessee will not require the use of the Center's locker facilities. It is further acknowledged that the absence of Lessee from the locker room facilities before and after St. Norbert hockey games will enable Lessor to rent additional ice time before and after such games. In consideration of the foregoing, Lessor shall credit Lessee 25% of the total cost of ice rental for St. Norbert home hockey games scheduled in four hour blocks between the hours of 6:00 p.m. and 11:00 p.m.

(d) Maintenance. Lessee shall be responsible for any and all costs required to keep the leased premises in full compliance with all relevant state, federal, and local codes applicable to the Premises. Each co-tenant shall be responsible for normal daily maintenance as necessary to keep the Premises and Improvements under their exclusive control in good repair (including interior painting) and in a clean, sanitary, and safe condition, free and clear of refuse or debris in the portion of the Premises and Improvements under their exclusive control. Lessee shall promptly and in a workerlike manner perform all other repairs or maintenance of all components of the Improvements, including, without limitation, electrical, heating, plumbing, or structural systems (including exterior painting, roofing, siding, etc.). Lessee's duty to

repair the Premises shall apply regardless of the source of damage. Lessee may contract with Lessor for the provision of maintenance services under this paragraph and Lessee shall coordinate any major maintenance/repair activities with the Manager of the Center. Lessor shall have the authority to make repairs or provide maintenance as required in this Section and to tax the reasonable cost thereof as rent to Lessee, such costs to be due thirty (30) days after delivery of the invoice of the actual cost of repair or maintenance, where, in the reasonable discretion of the Manager of the Center:

1. The repair or maintenance activity is of such a nature that property damage to the Center or significant damage to the Improvements or their contents is reasonably likely or occurring, or that the condition to be repaired or maintained creates a reasonable possibility of harm to people utilizing the Center or Improvements; or
2. The Improvements have fallen below the requirements of this paragraph, in which case the Manager shall provide Lessee with notice of the required repair or maintenance, granting Lessee a reasonable time under the circumstances to make such repair or perform such maintenance activity before proceeding to perform such repair or maintenance.

VII. DAMAGE OR DESTRUCTION OF PROPERTY. Lessee shall hold Lessor harmless from any and all damage or destruction of the Improvements or personal property or fixtures located therein unless such damage can be shown to be the result of the intentional conduct of the officers or agents of Lessor. Lessee shall have the affirmative duty not to suffer or permit any conduct which would result in damage to or waste of the Improvements.

VIII. RESTRICTIONS ON USE. (a) Hours of Use. Access to the Premises will be limited to Center operating hours except that Lessee may have access to the Premises at hours other than operating hours of the Center for the limited purpose of returning equipment or providing maintenance. Each co-tenant shall be responsible to see to it that in the event the Premises are entered by a co-tenant or its members, officers, agents, or invitees during hours other than normal operational hours of the Center, such officers or agents of Lessee shall not enter or remain on the property of the Center.

(b) Use of the Premises. The Premises and Improvements thereon shall be subject to the exclusive use and control of Lessee. Each co-tenant shall maintain separate areas within the Premises subject to the exclusive use of one of the co-tenants. While the principal purpose of this lease is to provide Lessee with private locker room and storage facilities, it is understood that Lessee may use the Premises and Improvements thereon for academic activities, clinics, camp events, etc.

(c) Conduct on Premises. Each co-tenant shall impose and enforce rules substantially similar to those of the Center for all users of the Premises. In the event that activities on the Premises interfere with the public use of the Center, the Center's Manager and/or his designee may take any action reasonably necessary to provide for the orderly public use of the Center, including requiring all users of the Premises to leave the Premises and/or Center. Repeated violation of this Section shall constitute default of this Agreement.

IX. SIGNS. Lessee shall not place or erect any signs on the inside or outside of the Premises without the prior consent of Lessor. The size, text, design, and location of any sign shall be subject to pre-approval by Lessor.

X. ASSIGNMENT. Except as expressly provided herein, Lessee may not assign or otherwise transfer any right or privilege conferred by this agreement. Lessee shall not encumber any portion of the Improvements without the written permission of Lessor.

XI. CONTINUED USE OF CENTER. Nothing in this Agreement shall require Lessor to continue to utilize the Center as an Ice Recreation Facility if it is determined by the Common Council of Lessor that such use is contrary to the public interest.

XII. BREACH OF LEASE. (a) Breach and Right to Cure. In the event that Lessee fails to perform under the terms or conditions of this lease, Lessor shall give sixty (60) days written notice of the event of default, during which time Lessee shall cure the default. Good faith efforts by Lessee shall constitute compliance. Lessor may terminate this Agreement if Lessee fails to cure a second written notice to Lessee. The second written notice shall require only fifteen (15) days to cure default.

(b) Violation of Certain Lease Terms. Notwithstanding the foregoing paragraph, each of the co-tenants is to be responsible for compliance with Section VI, paragraph (b), in regard to maintenance of that portion of the Premises and Improvements under their control and for compliance with any and all rules established under and requirements provided in Section VIII of this Agreement. If either co-tenant repeatedly violates the above mentioned contractual provisions, Lessor may provide that co-tenant with written notice of the failure/violation

and in such notice may provide that any other such failure or violation within sixty (60) days of such notice will result in termination of this lease.

XIII. EFFECT OF TERMINATION. (a) Termination of one co-tenant. In the event that this Agreement is terminated in regard to one co-tenant as provided in Section XII, paragraph (b), above, or by mutual agreement, the other co-tenant may request to continue the lease under its current terms. In such case, the lease shall continue upon satisfactory proof to Lessor that all provisions of this Agreement, including, specifically, insurance coverages, are complied with. The lease shall thereupon continue until it is breached as provided in Section XII or until notice is given as provided in Section II.

(b) Termination During Initial Term Due to Change in Use. If the public interest requires Lessor to discontinue use of the Center as an ice recreation facility as provided in Section XI of this Agreement, Lessor shall pay Lessee the fair market value of the Improvements. The fair market value shall be determined by taking the mean value determined by three (3) appraisers licensed in the State of Wisconsin, one of whom will be chosen by Lessee, one of whom will be chosen by Lessor, and last of which one will be selected by joint agreement of the parties. Each party shall bear the cost of the appraisal of the appraiser of their choice and the cost of the third appraiser shall be split. The appraisal shall take into consideration depreciation and the useful life of the Improvements, but shall not consider the value of the Premises. Payment of the amount so determined will be made to Lessee within ninety (90) days of either the determination of the amount or the vacation of the Premises by Lessee. A portion of such payment may be

withheld to bring the Improvements into compliance with Section VI, paragraph (d), of this Agreement.

(c) Disposition of Personal Property and Fixtures. Upon termination of this lease for whatever reason, Lessee may remove all fixtures and personal property placed within the Improvements (except those fixtures necessary for utility or sanitary services).

(d) Ownership of Improvements Upon Termination of Lease. Upon termination of this lease, Lessor shall have the option of accepting ownership of the Improvements or requiring their removal at Lessee's cost. In the event that Lessor determines to take ownership of the Improvements, Lessor may require Lessee to take any and all steps necessary to bring the Improvements into compliance with Section VI, paragraph (b), of this Agreement at Lessee's cost or may make such repairs and/or required maintenance at Lessee's cost.

XIV. JOINT AND SEVERAL RESPONSIBILITY OF LESSEE. Except as otherwise specifically provided by this lease, the parties shall be jointly and severally liable for performance of, and compliance with, any and all provisions of this Agreement. Such joint and several liability shall exist in favor of Lessor to compel compliance with the terms of this Agreement by either or both co-tenants in regard to all provisions of this Agreement, regardless of exclusivity of use, unless this Agreement specifically states that responsibility for a specific provision is the responsibility of each co-tenant. Payment by Lessor of any credit or refund of any overpayment to one of the co-tenants shall be deemed payment to both co-tenants.

XV. MISCELLANEOUS. (a) Effect of Waiver. A waiver of any term or condition of this lease by either party shall not be constituted as a waiver of any subsequent breach or covenant or condition, and the

consent or approval by either party to an act of the other requiring consent or approval shall not be deemed to waive or render unnecessary the other's consent or approval to or of any similar subsequent act.

(b) Law Applicable. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

XVI. NOTICES. Notices, where required in this Agreement, shall be given to the following addressees and shall be deemed received upon date mailed by certified mail:

If to Lessee:

With a Copy to:

If to City:

Ice Recreation Facility Manager
1450 Ft. Howard Avenue
P. O. Box 181
De Pere, WI 54115

With a Copy to:

City Attorney
335 South Broadway
De Pere, WI 54115

XVII. ENTIRE AGREEMENT. This Agreement is meant and intended to be the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

CITY OF DE PERE

Victor F. De Cleene
~~NancyxxxxxMusbaur~~, Mayor
 Victor F. De Cleene

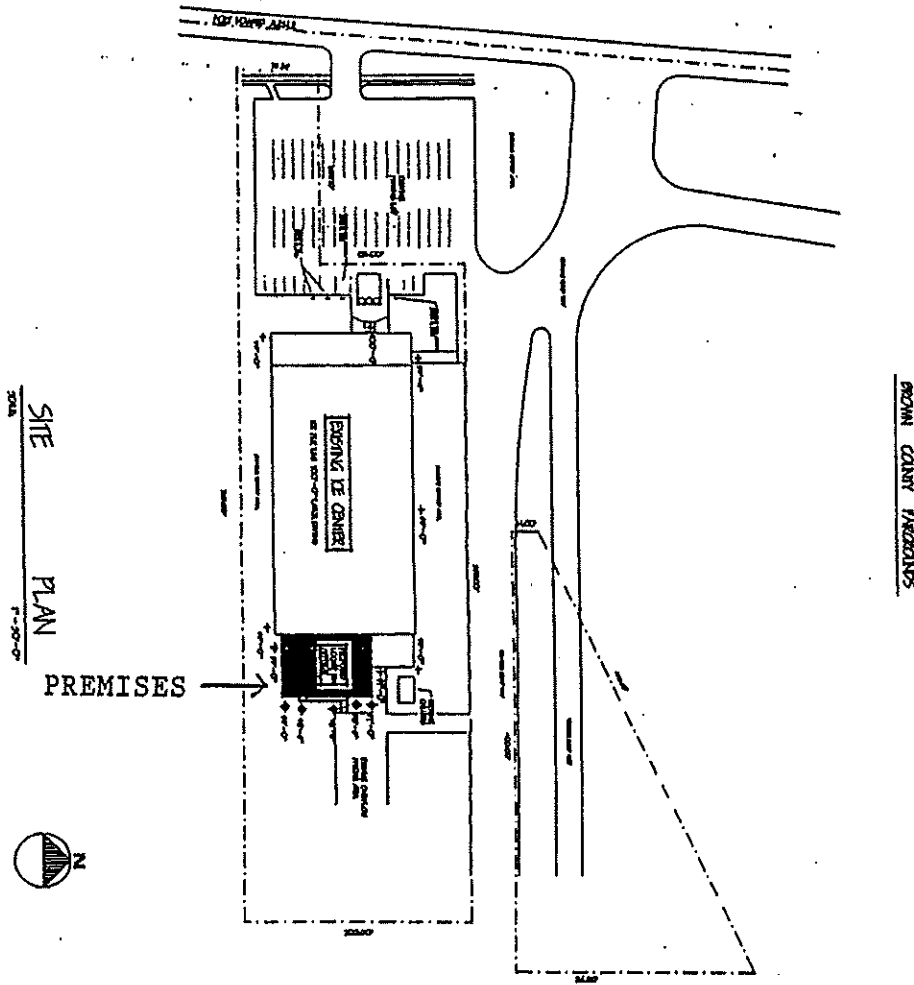
David G. Minten
 David G. Minten, Clerk-Treasurer

ST. NORBERT COLLEGE, INC.

William C. Jomai

DE PERE DEACONS HOCKEY TEAM

Carl H. Magnus



A 1	DATE	PROPOSED LOCKER ROOM ADAPTION FOR THE
	BY	DE PERE ICE CENTER
	DE PERE, WISCONSIN	

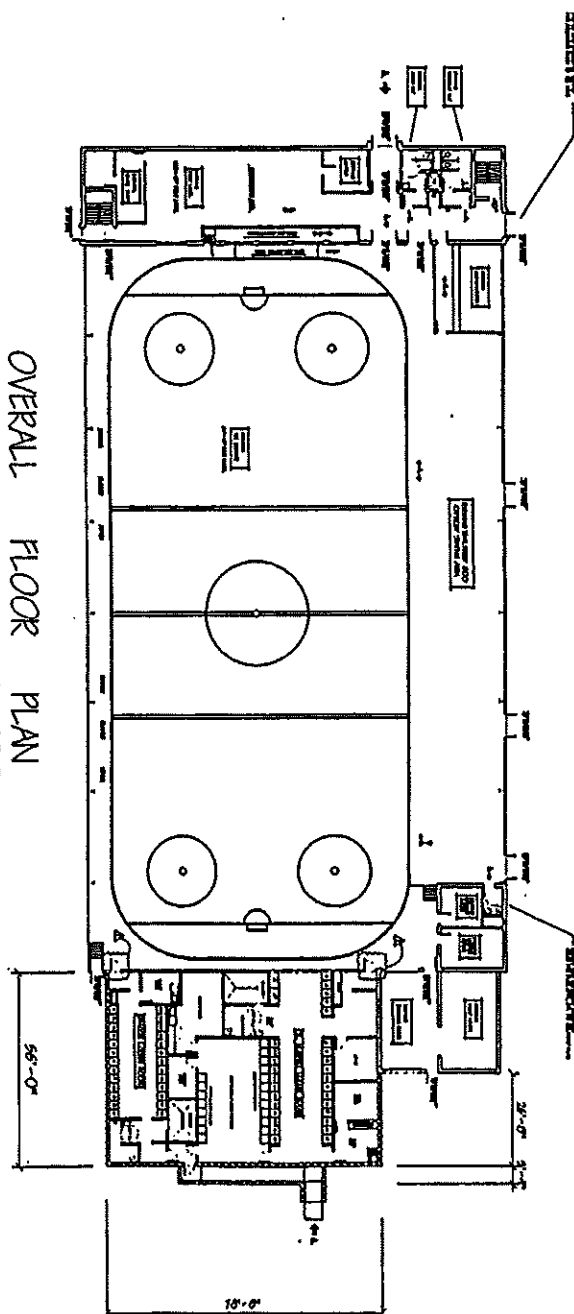
Exhibit A
EXHIBIT 1

MEZZ. LEVEL PLAN

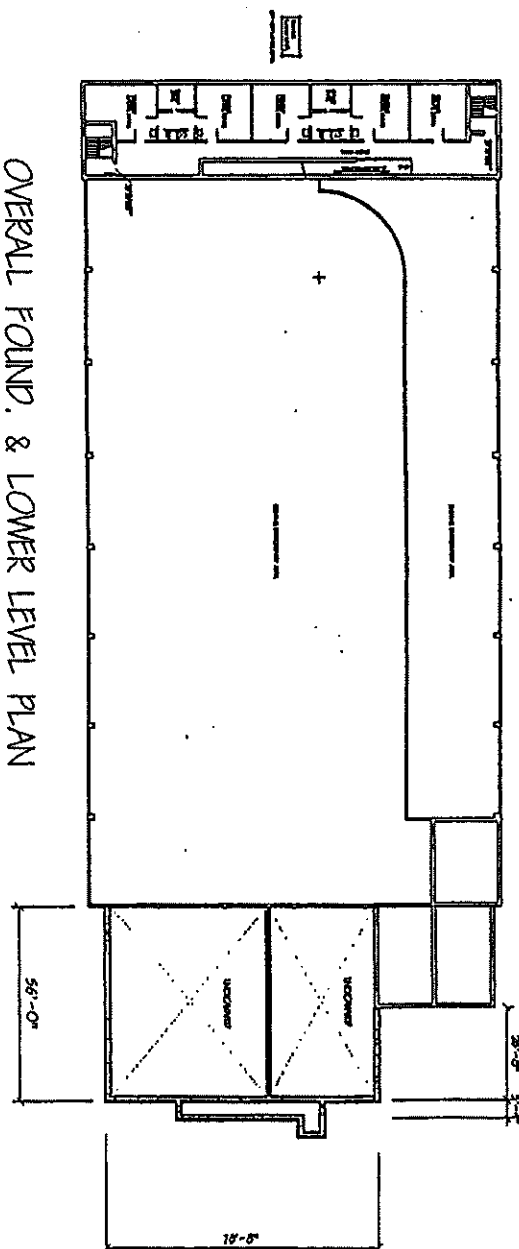


GENERAL NOTES

OVERALL FLOOR PLAN



OVERALL FOUND. & LOWER LEVEL PLAN

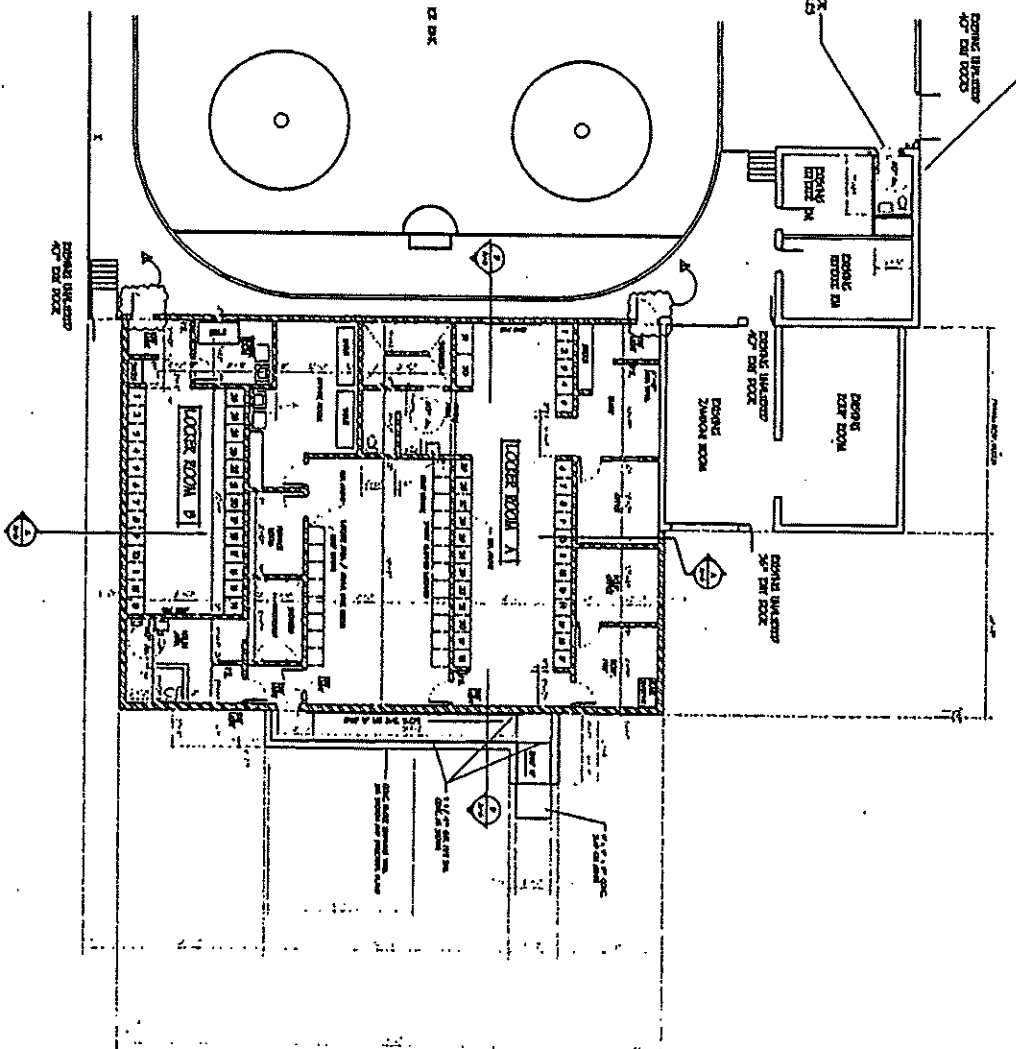


A 2	DATE: JUL 28 1972 TIME: 1:55 BY: D. B. [unclear]	PROPOSED LOCKER ROOM ADDITION FOR THE <u>DE PERE ICE CENTER</u> DE PERE, WISCONSIN	
--------	--	--	--

- [illegible]

[illegible]

ENJOY BEING AROUND AS STAFF FOR NEW BOOK-
TRUTH AND 5 1/2" 5 1/2" 1/4" ALLES
FOR NEW LANE W/ 6" NOT ENJOY



PARTIAL FLOOR PLAN
SCALE 1/8" = 1'-0"





City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 21, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Consideration and Possible Action to Approve Proposal for Ash Tree Removals from On Site Logging.*

ATTACHMENTS:

- Memo - staff approval of On Site Logging for contracted ash removal service 7-11-22 (PDF)
- RFP Ash Tree Removals with Proposal (PDF)

CITY OF DE PERE MEMO



To: Board of Park Commissioners
From: Don Melichar
Date: July 12, 2022

RE: Contracted Ash Removal Proposals

Issue: The Parks Department seeks the Park Board approval of On Site Logging to remove ash trees and possibly stumps in the terrace if approved.

Summary: In the 2022 budget there was \$80,000 allocated toward contracting services to remove ash trees in the terrace. After advertising, staff received one proposal from On Site Logging. For the RFP, the City was divided into 6 sections, the same sections used by Public Works for any street work. Each of these sections identified how many ash trees were in it, trunk diameter, and the location of the trees. From this information, On Site Logging proposed monetary amounts for ash tree removals for each section. Also, as an alternate option, the contractor was also instructed to propose the cost to remove and restore the stumps from each removal.

After review of the proposal, staff recommends two possible outcomes:

- Approve the removal of 188 trees from sections E1 & E3 in the amount of \$76,675. After conversing with On Site Logging, they would also work with staff to remove additional trees in other sections to maximize the budgeted amount.
- Approve the removal of 109 trees from section E3 in the amount of \$43,250 and the removal/restoration of the removed trees stumps in that same section in the amount of \$34,320 for a total of \$77,570. Again, the contractor agrees to remove additional trees/stumps to maximize the budgeted amount.

Staff recommends approval of On Site Logging to perform services, if the City's insurance requirements are met. On Site Logging has assured staff that they would increase their insurance to the requested amount if their proposal is approved by the City.

If you have any questions, please contact me at 339-8362.

Proposed Fee Schedule

Company Name: On Site Logging

Company Representative: Nick Uecker

Company Address: PO Box 97 Forestville WI 54213

Phone: 920-559-0398 Email: onsitelogging@yahoo.com

Signature: Nick Uecker

Item	Fee
Tree Removal – Section E1	\$ 33,425
Tree Removal – Section E2	\$ 66,150
Tree Removal – Section E3	\$ 43,250
Tree Removal – Section W1	\$ 17,975
Tree Removal – Section W2	\$ 63,735
Tree Removal – Section W3	\$ 55,475
Total Fee	\$ 280,010

Additional Option:

Item	Fee
Stump Removal and Restoration – Section E1	\$ 32,088
Stump Removal and Restoration – Section E2	\$ 63,504
Stump Removal and Restoration – Section E3	\$ 34,320
Stump Removal and Restoration – Section W1	\$ 17,256
Stump Removal and Restoration – Section W2	\$ 43,704
Stump Removal and Restoration – Section W3	\$ 53,256
Total Fee	\$ 244,128

Personnel and Equipment

The approximate number of personnel who will be at the work site daily is 5+

List of equipment Debris truck with loader, Debris truck with grapple saw, wheeled or track skidsteers, Stump grinder, Bucket truck, crew trucks, Dump trailer

References

- Company/Customer Name: Peters Concrete
Contact Name and Phone: Duke or Kevin 920-494-3700
Address: 3748 Atkinson Drive
City, State, Zip: Green Bay 54303
E-mail Address: Kevin@PetersConcrete.com
Type and Date of Work: Tree removals / land clearing 2018+

2. Company/Customer Name: MCC
 Contact Name and Phone: Berlin or Sam 920-749-3360
 Address: 2600 N Roemer Rd
 City, State, Zip: Appleton WI 54911
 E-mail Address: alicia.marx@murphyinc.org
 Type and Date of Work: Tree Work / Land Clearing 2018 +
3. Company/Customer Name: Jossart Brothers Construction
 Contact Name and Phone: Jason 920-339-8500
 Address: 1682 Swan Road
 City, State, Zip: De Pere WI 54115
 E-mail Address: Jason h @ jossartbrothers.com
 Type and Date of Work: Tree work / Land Clearing 2018 +
4. Company/Customer Name: Advance Construction
 Contact Name and Phone: Paul or Chris 920-434-3978
 Address: 2141 Woodale Ave G.
 City, State, Zip: Green Bay WI 54313
 E-mail Address: cvandenbush@advconst.net
 Type and Date of Work: Tree work / Land Clearing 2018 +

Have done ash removals for the City of
 Middleton (Forester Mark Wegner) and
 Kimberly



CERTIFICATE OF LIABILITY INSURANCE

3.9.b

DATE (MM/DD/YYYY)

10/6/2021

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

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

PRODUCER R & R Insurance Services, Inc N14 W23900 Stone Ridge Drive Waukesha WI 53188		CONTACT NAME: Jenny Hirth, CISR PHONE (A/C, No, Ext): (262)502-3856 FAX (A/C, No): (262)502-3856 E-MAIL ADDRESS: Jenny.Hirth@rrins.com	
INSURED Nicholas Herman Uecker dba On Site Logging 7195 W Center Road Forestville WI 54213		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Ins. Co. NAIC # 15350 INSURER B: Society Insurance 15261 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL2172612505 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blanket AI/PNC/WOS per written contract GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		A601822 Form WB1482 0717 Form CG2404 8509	7/30/2021	7/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED-EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ BIK AIMPNC/WOS per written contract			A601822 Form CA2048Z 1013 Form CA0444 1013	7/30/2021	7/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A601822	7/30/2021	7/30/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WP561950 Nicholas Uecker-EXCLUDED	3/9/2021	3/9/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Motor Truck Cargo			A601822	7/30/2021	7/30/2022	Limit/deductible 10,000/500

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

RE: Sewer and Water Construction - Apple Creek Ct. & Palmann Park, Unit U-21 - Dept. of Public Works - City of Appleton.
Superior Sewer and Water Inc., City of Appleton, Town of Grand Chute, Outagamie County Parks Department and Montessori School are included as additional insureds on the General Liability, per form listed above when required by written contract.

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brian Balongue/JH328 <i>Brian Balongue</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

INS025 (201401)

Packet Pg. 53

Request for Proposals

for

Tree Removal Services



Project Summary

The City of De Pere is seeking proposals from qualified contractors for the removal of ash trees, located within the road right of way, that are infested with emerald ash borer. The bid will be split to provide options for the tree removal, along with the option for stump removal and site restoration with pulverized topsoil, seed, and mulch with straw. A map of the area and the location of the trees is in the attached appendices. The City will evaluate proposals based upon professional qualifications, quality assurance and competitive pricing.

The project limits will include removal of all ash trees in the street side terrace, within the project area pictured in the attached appendices. This work is to include the removal and disposal of all generated debris from the tree removal operations, as well as the stumping operation in the optional bid. The debris can be brought to the City Compost Facility, located at 655 Rockland Road in De Pere. Questions concerning the RFP should be addressed prior to bid submittal. Proposals will be accepted until July 8, 2022, with the Forestry Department, located at the Municipal Service Center at 925 S. Sixth St., De Pere, WI 54115.

Questions on this request can be directed to:
 Don Melichar, Park Superintendent/City Forester
 925 S. Sixth St.
 De Pere, WI 54115
 (920) 339-8362
dmelichar@deperewi.gov

Qualifications of Contractors

The Contractor shall be required, before the award of any contracts, to show to the complete satisfaction of the City that it has the necessary facilities, ability, and resources to provide the services specified herein in a satisfactory manner. The Contractor shall be required to give history and references to satisfy the City regarding the Contractor's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Contractor to perform the work. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the Contractor fails to satisfy the City that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the contractor's qualifications shall include, without limitation:

1. The ability, capacity, skill, and resources to perform the work or provide the service required; and
2. The ability of the contractor to perform the work or provide the service promptly, or within the time specified, without delay or interference; and
3. The character, integrity, reputation, judgment, experience, and efficiency of the contractor; and
4. The quality of performance of previous tree removal contracts or services.

Scope of Services

Street trees to be removed by the Contractor are ash trees located within the public right-of-way indicated on the City map located in the attached appendices, shown as associated size colored dots on the included map and associated address list. Street trees are those located between the curb and sidewalk, or where the sidewalk should be.

Examination of Project Area

Before submitting a bid, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract. Tree diameters on the included listing are approximates and are not a substitute for field verification. If the Contractor receives an award from their submitted bid, failure to have made such investigations and examinations will in now way relieve the Contractor from their obligations to comply in every detail with all provisions and requirements of the contract documents. Nor will the City accept a plea of ignorance of such conditions and requirements as a basis for any claim whatsoever by the Contractor for additional compensation.

Quantities

Whenever a bid is sought seeking a request for proposals, the quantities shall be construed as estimates for the purpose of obtaining prices unless otherwise stated. **If funds to complete the entire project area are unavailable, the City may reduce the number of trees in all, or part, to meet the budgetary goal allocated for this project.**

Removal Specifications

1. The work shall consist of removing inventoried ash trees, and associated debris, from the street right-of-way as indicated on the maps and lists in the attached appendices. All trees are highlighted with colored dots on the maps.
2. To minimize the spread of EAB, the abutting property owners may have the option to retain portions of the trees suitable for firewood. This is to be coordinated with the Contractor and property owner. No wood is to be left in the street right-of-way. All chips, logs, and other debris shall be removed by the Contractor.
3. Stumps shall be ground out to original grade with soil mounding from the tree's root flare being eliminated. The stumps and surface roots are to be removed in all instances and the stumps shall be cut deep enough to sever them from the root system or down to 15' deep. Stump grindings shall be disposed of by the Contractor.
4. The stump holes are to be filled as soon as physically possible with pulverized topsoil, mounding them enough to compensate for settling and in no event shall be left unfilled overnight.
5. The area is to be seeded with Earth Carpet Choice Sun-N-Shade Turfgrass Mixture, available at County Visions in De Pere, or equivalent blend at rate of 4-6 lbs. per 1,000 sq. ft. After seeding, the area is to be covered with clean straw to aid in germination. The property owner will be responsible to water the newly seeded area. The Contractor will not be responsible for the germination or watering of the seeded area.

Working Hours

The Contractor shall schedule work between the hours of 7:00 am and 5:00 pm., Monday through Friday, unless otherwise authorized by the City.

Site Appearance and Clean-Up

Removed limbs and branches temporarily placed in the terrace area shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians.

The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include without limitation, removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, terrace, sidewalk, private lawns, and driveways, with the

appropriate tools for the job. The site shall be returned to the same state it existed in prior to the removal work. Under no circumstances shall any material be allowed to lie on the terrace overnight without permission being previously granted by the City.

As removals may occur during or after snow events, some debris may not be immediately accessible for clean-up. In these instances, it is the responsibility of the Contractor to reclean and rake up debris in these areas after the snow melts. No extra payment shall be made for this clean-up work.

Debris Disposal

Disposal of wood chips and debris generated by the work described within this contract shall be the responsibility of the Contractor and, if desired and approved by the Forester, can be dumped at the City's compost facility, located at 655 Rockland Road. The contractor may deliver chips to the homes of City residents as requested by the residents without charge, at a time convenient for the Contractor. Chips shall be dropped only on private property and not on the terrace or in the street. Logs left at the homeowner's request must be on the resident's property and not in the terrace.

Damage to Public or Private Property

Should any damage to private or public property occur, because of the service performed or work done by the Contractor, the Contractor shall immediately notify the City of such damage. Any correction of damage shall be resolved within ten (10) days after the damage occurs. Should the damage not be rectified within the time frame agreed upon, or to the satisfaction of the City, the City reserves the right to repair or replace that which was damaged and assess the Contractor with such costs as may be reasonable and related to damage caused by the Contractor and deduct these costs from any payment due to the Contractor.

Overhead Utilities

Tree removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to the Contractor's operation. The Contractor shall make arrangements with the utility for removal of all necessary limbs and branches that may conflict with or create a hazard in conducting the operations of this contract. If the Contractor has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the Contractor in waiting for the utility to complete its work shall not be the responsibility of the Contractor.

Insurance

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

The contractor 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 contractor 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 contractor'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.

Safety Standards

All equipment to be used and all work to be performed shall be in full compliance with the current revision of the ANSI Standard Z-133.1, or as amended by written agreement.

Traffic Control

The Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the City. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. The Contractor shall provide adequate traffic control for work area protection in compliance with the latest edition of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways. All personnel, signs, barricades, and any other items or devices necessary shall be provided by the Contractor. The City shall make no separate payment for this work. Traffic control shall include without limitation the following:

1. Whenever possible, work vehicles shall be parked on the same side of the street as the work site. Vehicles shall park with right wheels to the curb or to the right edge of the right-hand shoulder.
2. Whenever possible the work site on a two lane street or highway shall be confined to one traffic lane leaving the opposite lane open to traffic.
3. Work area protection shall take into account the duration of the project, the size of the project, the lanes of traffic, the volume of traffic, the speed limit, and the distance to the work area from the pavement.
4. Work vehicles shall have the flasher light lit but not as a substitute for any traffic control devices for work area protection that may be necessary.
5. Under certain field conditions such as hills and curves, the spacing of the traffic control devices shall be adjusted as necessary.
6. Warning signs such as "Men Working" or "Tree Work Ahead" shall be diamond shaped having a black symbol or message on an orange reflective background. Such signs shall be 48 inches by 48 inches in size and shall be posted at a minimum height of 12 inches above the pavement.

7. Cones used as daytime channeling devices shall be at least 18 inches tall, conical or tubular in shape with a broadened base, and orange in color. Cones shall be spaced equal in feet to the posted speed limit or closer along the taper length.
8. Channeling devices shall be positioned to provide adequate taper length before the work area to guide traffic through the work area. Taper length can be calculated using the following formulas.
 - a. L = taper length in feet
 - b. W = width of lane closure in feet
 - c. S = posted speed limit
 - d. For streets of speed limit 40 mph or less $L = [W \times (S \text{ Squared})] / 60$
 - e. For streets of speed limit 45 mph or greater $L = W \times S$
9. Should individuals progress ahead of vehicles, such as tree climbers, cones shall be placed in the roadway to alert motorists of activity in those trees.
10. For lane closures on multilane highways, appropriate warning signs such as "Right Lane Closed" and channeling devices at the appropriate intervals shall be used depending on the speed limit.
11. Should complete street closure be required for a maximum of 8 hours on any given day in order to complete contract work, the Contractor shall notify the Parks, Recreation & Forestry and Public Works Departments, and the appropriate barricades (at least 3 Type II barricades at each intersection), "Road Closed" and "Detour" arrow signs used.
12. Workers shall be appropriately dressed with Class II or III high visibility safety apparel that is appropriate for the jobsite.

Contractor Personnel and Equipment

The Contractor shall supply all material, equipment, and personnel necessary to complete the work specified. The Contractor shall rent equipment, if needed, to cover any equipment breakdowns that would cause this contract to not be completed in the allotted time. All vehicles shall have the contractor's name in a visible location to avoid possible parking tickets. All vehicles and equipment shall abide by the Traffic Control standards listed in Section W.

All individuals shall be familiar with specifications identified in this document and shall be experienced in tree removal operations. The day-to-day supervision and control of the Contractor's employees is the sole responsibility of the Contractor.

The Contractor shall always provide qualified supervision of each crew while working under this contract. Each supervisor shall be fluent in English and be authorized by the Contractor to accept and act upon all directives issued by the City.

Inspection of Work

All work shall be completed to the satisfaction of the City Forester, or the City of De Pere Director of Parks, Recreation, and Forestry, and same shall resolve any questions as to proper procedures or quality of workmanship.

Unsatisfactory Work

If at any time during the contract, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified either by written or oral notice, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order correction of the deficiency by separate contract or with its own resources at the expense of the Contractor. The City reserves the right to terminate the whole or any part of this contract in the event the awarded Contractor fails to perform any of the provisions of this contract.

Liquidated Damages

The City and Contractor recognize that time and work quality is of the essence to this contract. They also recognize the delays, expense, and difficulties involved in a legal proceeding. Should the Contractor fail to complete the work as specified in this contract, the Contractor shall be liable to the City for liquidated damages in the following amounts:

1. \$100.00 per day for failure to complete the work in the time frames required by this contract;
2. \$100.00 per day for failure to clean-up and restore each site as required by this contract.

Failure to Enforce

Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

Cost and Basis of Payment

The Contractor affirms and states that the prices submitted herein constitute the total cost to the City for all the work involved in the respective items. This cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, supervision, overhead expenses, inspection costs, all profits and all other work, services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered separately and collectively.

Partial payment shall be made to the Contractor as work progresses, but, in no case, shall payment be made on trees not completed to the satisfaction of the City and in accordance with these specifications and accepted arboricultural practices.

City Responsibilities

The City will be actively involved with all aspects of the project. The City will provide access to the GIS system, as well as providing a map of the service area and a table showing the current tree sizes within the area, if requested.

Once the contract is awarded, the City Forester will provide a detailed list to the contractor of all the trees to be removed, if requested.

City Contact and Questions

City of De Pere Municipal Service Center
 C/O: Don Melichar, Park Superintendent / City Forester
 925 S. Sixth St.
 De Pere, WI 54115
 (920) 339-8362
dmelichar@deperewi.gov

Proposal Submittals

Each bidder shall submit a proposal, either by paper copy or via email, to Don Melichar, Park Superintendent/City Forester and should be clearly marked Indicating: **Tree Removal Proposal**. Proposals must be submitted to our office by **July 8th at 10:30 am** at the location listed above.

Deliverables

The deliverables for the project include the following:

1. Provide a summary of personnel to work on this project and a list of equipment
2. Provide an understanding of the project
3. A summary of similar work and four (4) references who can attest to the contractor's ability to fulfill this contract. Include names, addresses, phone numbers and email addresses. At least one (1) reference that can attest to the Contractors previous satisfactory performance of a municipal or other governmental tree removal contract is preferred
4. Provide Proposed Fee Schedule
5. Provide a timeline of events to include (but not limited to) the kick off meeting, mobilization, and completion schedule
6. Applicable insurance information

Award of Contract

The City reserves the right to reject any or all bids or award multiple contracts as deemed advantageous to the City. Separate contracts may be awarded for tree removal and stump removal and restoration.

The City Forester will review the submitted bids and will make a recommendation of award to the Board of Park Commissioners at their July 21, 2022, meeting, who, in turn, may approve the contract and recommend sending it to Common Council for approval. Work may begin immediately upon acceptance of a signed contract, or at a time mutually agreed upon by the Contractor and the City Forester. **All work shall be completed prior to December 31, 2022.** Partial invoices for work completed can be submitted to the City for payment.

Additional Information

1. A detailed map of the project area, including tree sizes per project area
2. A sample Consultant Agreement the City uses

Proposed Fee Schedule

Company Name: _____

Company Representative: _____

Company Address: _____

Phone: _____ Email: _____

Signature: _____

Item	Fee
Tree Removal – Section E1	\$
Tree Removal – Section E2	\$
Tree Removal – Section E3	\$
Tree Removal – Section W1	\$
Tree Removal – Section W2	\$
Tree Removal – Section W3	\$
Total Fee	\$

Additional Option:

Item	Fee
Stump Removal and Restoration – Section E1	\$
Stump Removal and Restoration – Section E2	\$
Stump Removal and Restoration – Section E3	\$
Stump Removal and Restoration – Section W1	\$
Stump Removal and Restoration – Section W2	\$
Stump Removal and Restoration – Section W3	\$
Total Fee	\$

Personnel and Equipment

The approximate number of personnel who will be at the work site daily is _____

List of equipment _____

References

- Company/Customer Name: _____

Contact Name and Phone: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Type and Date of Work: _____

2. Company/Customer Name: _____
 Contact Name and Phone: _____
 Address: _____
 City, State, Zip: _____
 E-mail Address: _____
 Type and Date of Work: _____
3. Company/Customer Name: _____
 Contact Name and Phone: _____
 Address: _____
 City, State, Zip: _____
 E-mail Address: _____
 Type and Date of Work: _____
4. Company/Customer Name: _____
 Contact Name and Phone: _____
 Address: _____
 City, State, Zip: _____
 E-mail Address: _____
 Type and Date of Work: _____

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

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

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

II. COMPENSATION

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

III. INSURANCE

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

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

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

(1) All Owned Autos

(2) All Hired Autos

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

(B) Limits of Liability:

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

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

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

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

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

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

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

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Name of Business
Attention:
Address:

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

Name of Contractor

By:

CITY OF DE PERE

By:

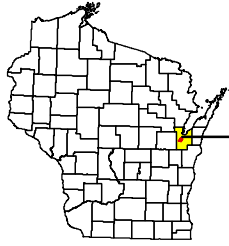
James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:

City Attorney

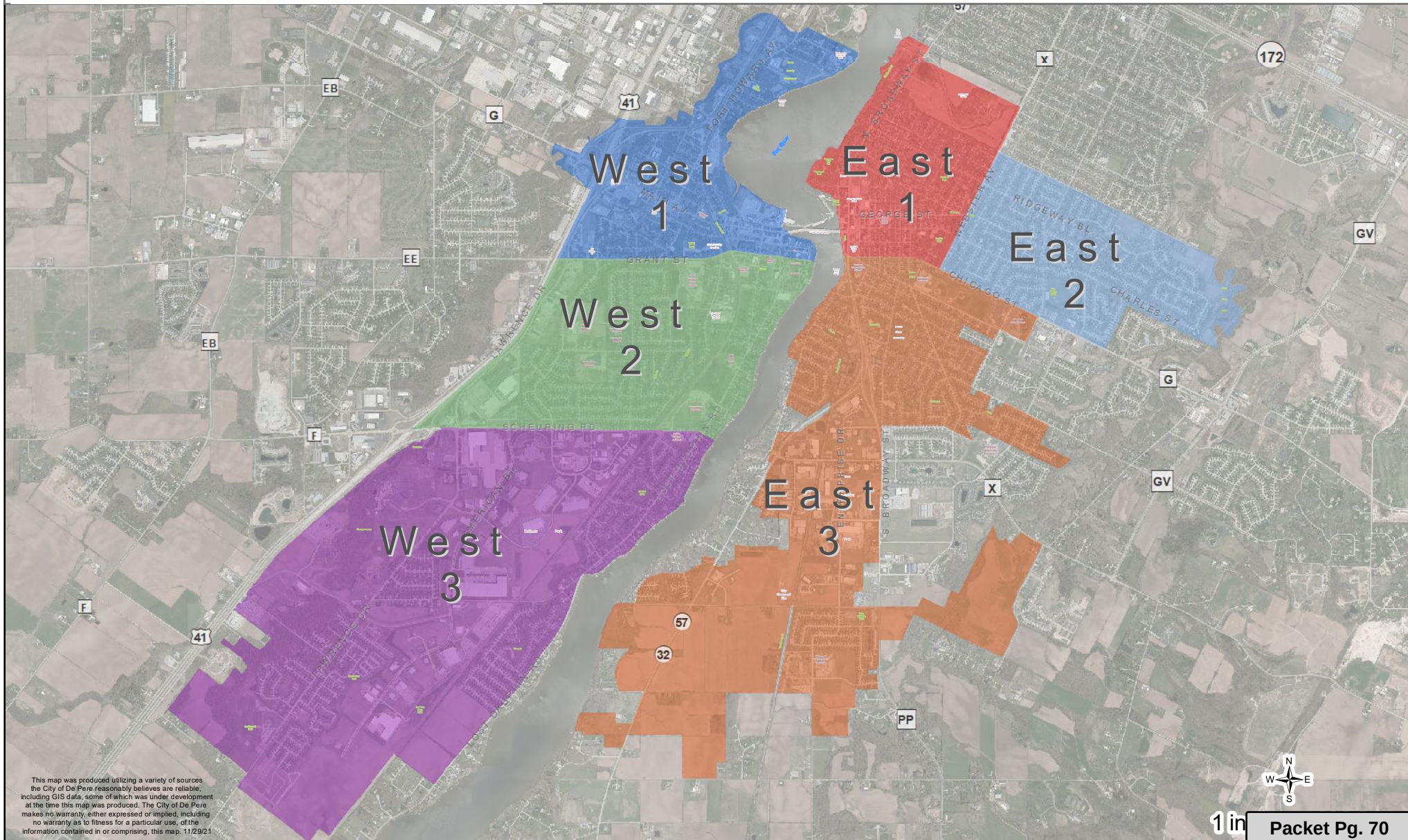
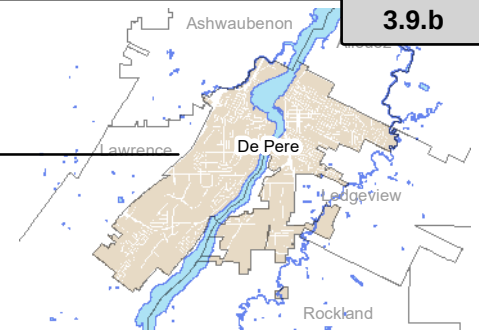
J:\Law\Agreements\Contractor Agreement Template1-5-22.docx



De Pere Ash Tree Removal

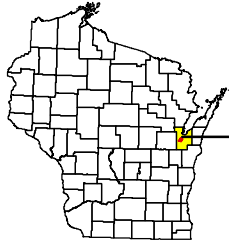
City of De Pere, Wisconsin

Project Overview



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 11/29/21

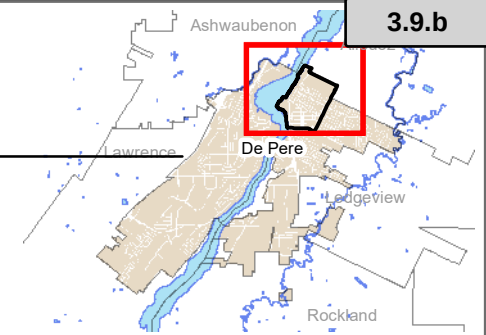
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location East 1

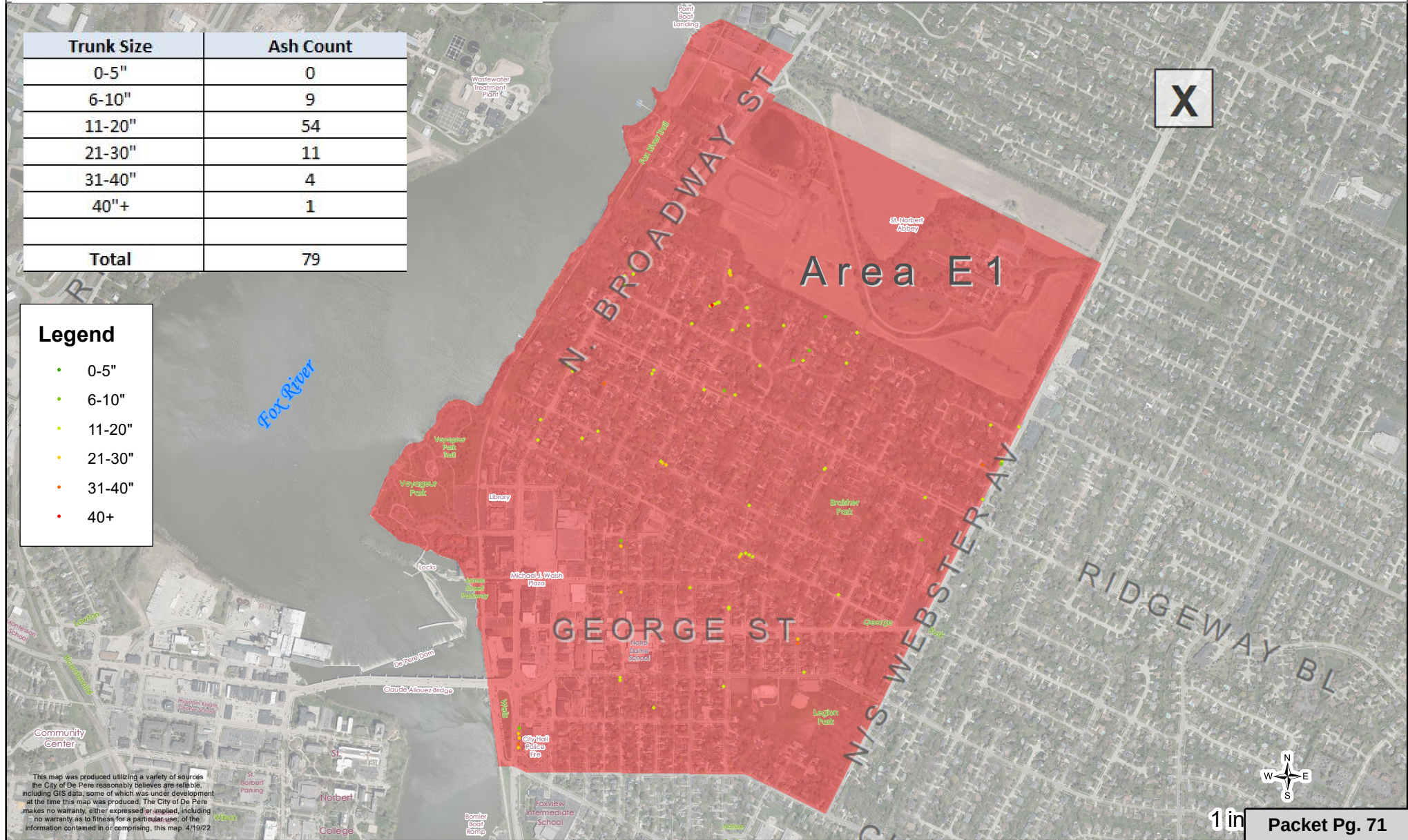


3.9.b

Trunk Size	Ash Count
0-5"	0
6-10"	9
11-20"	54
21-30"	11
31-40"	4
40"+	1
Total	79

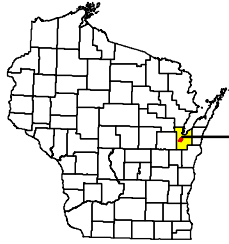
Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+



1 in

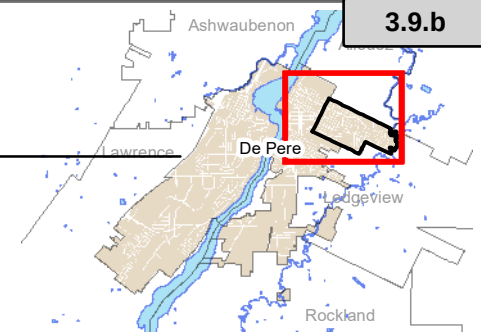
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 4/19/22



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location East 2



3.9.b

Trunk Size	Ash Count
0-5"	0
6-10"	8
11-20"	110
21-30"	36
31-40"	1
40"+	0
Total	155

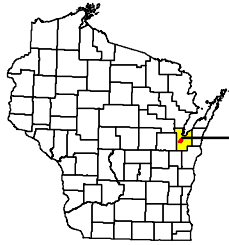
Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 4/19/22



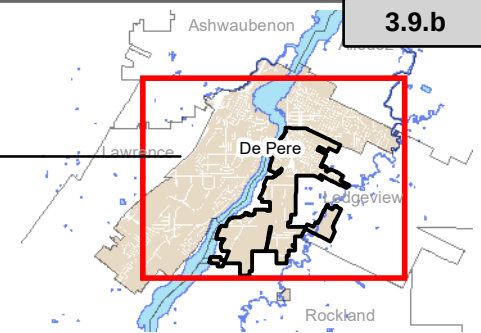
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

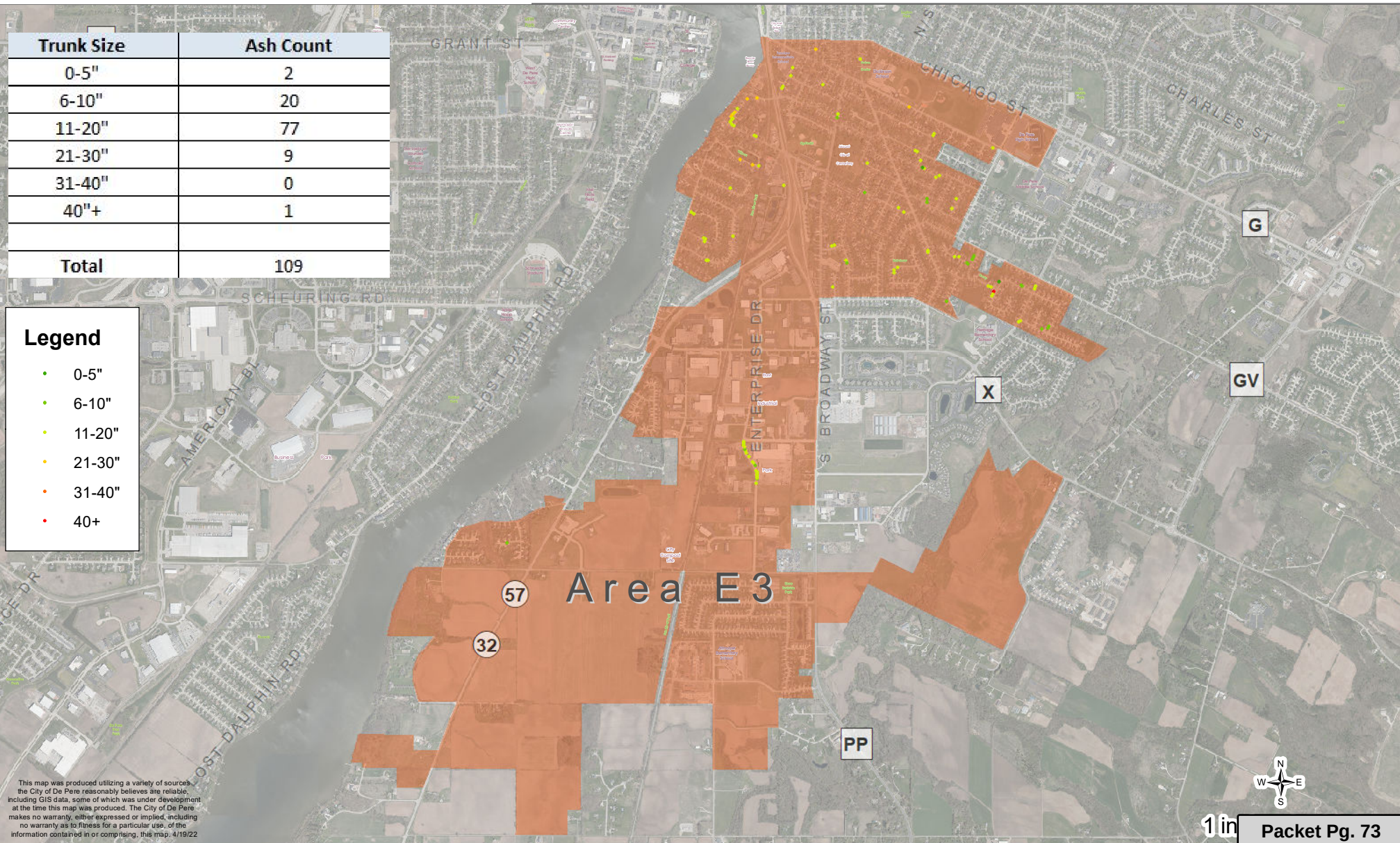
Project Location East 3



Trunk Size	Ash Count
0-5"	2
6-10"	20
11-20"	77
21-30"	9
31-40"	0
40"+	1
Total	109

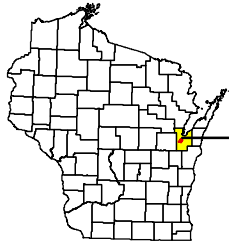
Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+



This map was produced utilizing a variety of sources, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 4/19/22

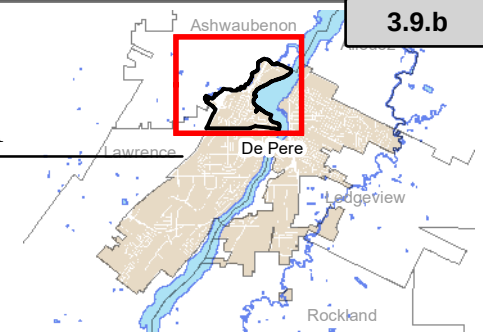
1 in



De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location West 1

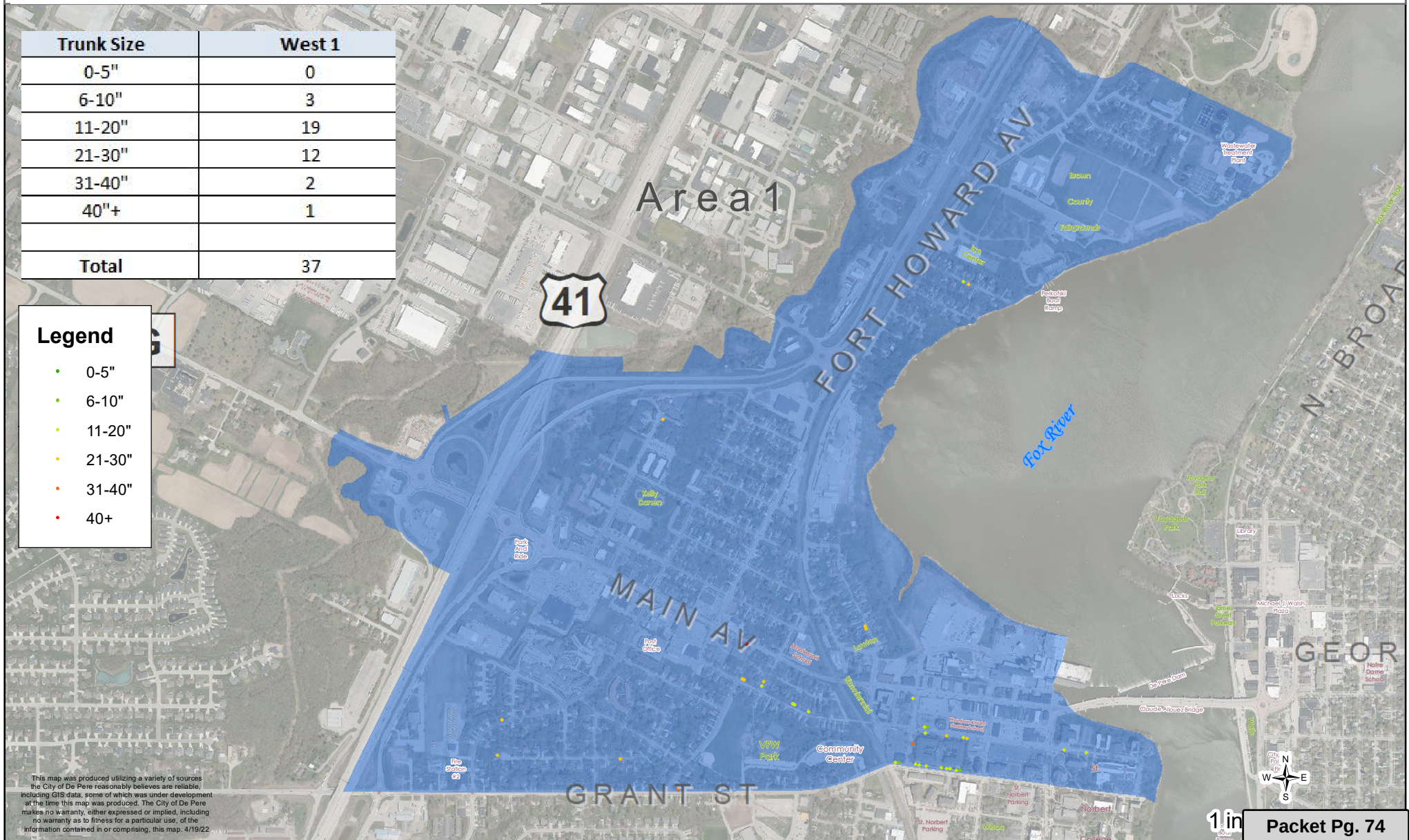


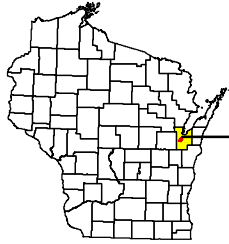
Trunk Size	West 1
0-5"	0
6-10"	3
11-20"	19
21-30"	12
31-40"	2
40"+	1
Total	37

Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 4/19/22

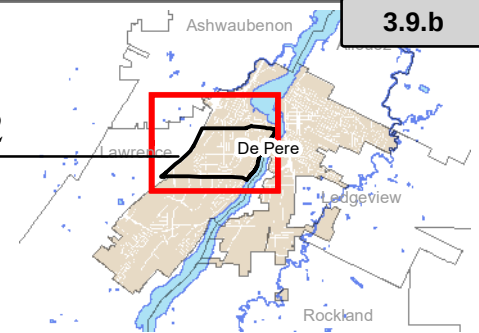




De Pere Ash Tree Removal

City of De Pere, Wisconsin

Project Location West 2



3.9.b

Trunk Size	Ash Counts
0-5"	2
6-10"	21
11-20"	71
21-30"	19
31-40"	3
40"+	0
Total	116

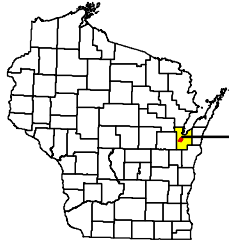
Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 4/19/22

1 in

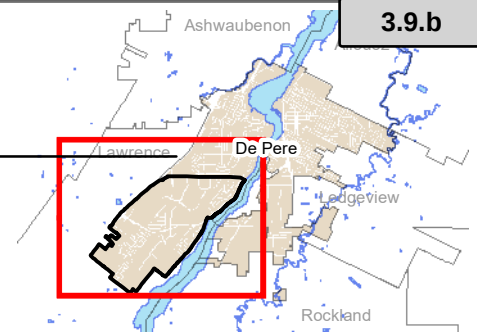
Packet Pg. 75



De Pere Ash Tree Removal

City of De Pere, Wisconsin

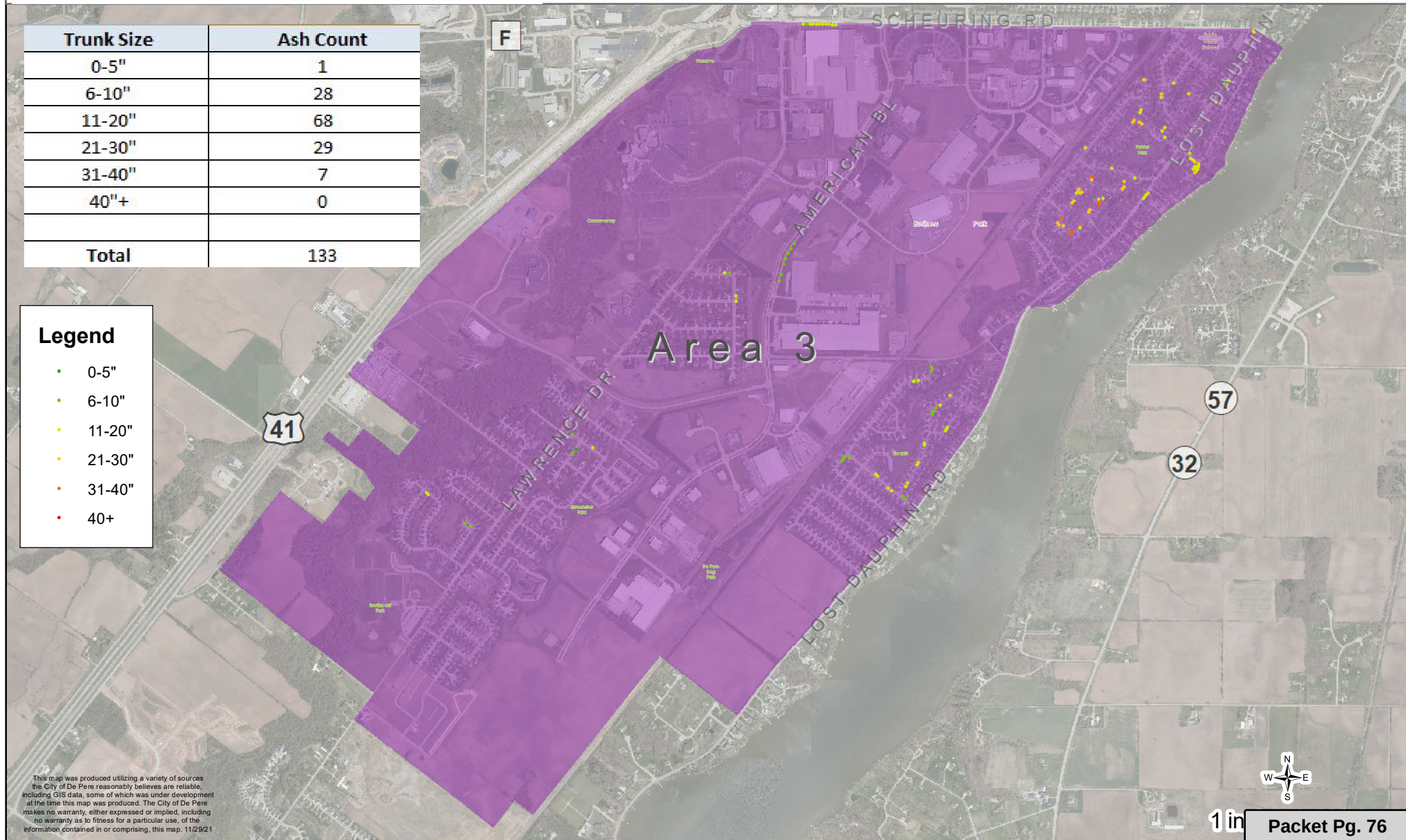
Project Location West 3



Trunk Size	Ash Count
0-5"	1
6-10"	28
11-20"	68
21-30"	29
31-40"	7
40"+	0
Total	133

Legend

- 0-5"
- 6-10"
- 11-20"
- 21-30"
- 31-40"
- 40+



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 11/29/21

1 in



City of De Pere, Wisconsin

Request For Board of Park Commissioners Action

MEETING DATE: July 21, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Discussion on Nelson Family Pavilion Technical Design.

ATTACHMENTS:

- Memo.Nelson Pavilion.Technical Design (DOCX)
- 2022-07-11 De Pere - Nelson Pavilion - Design Review (PDF)

CITY OF DE PERE MEMO



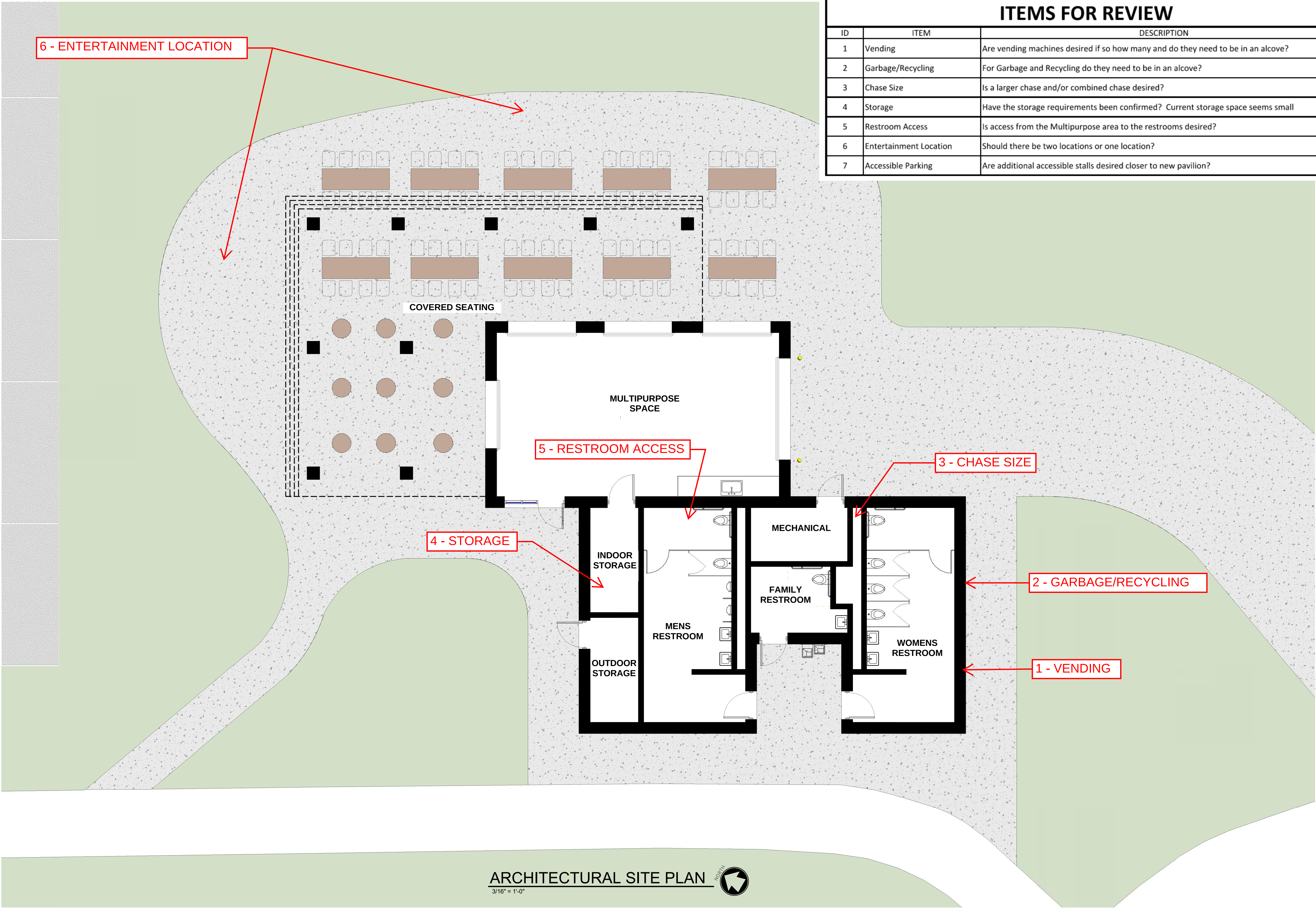
To: Board of Park Commissioners
From: Marty Kosobucki
Date: July 21, 2022

RE: Nelson Family Pavilion – Technical Design discussion

Prior to getting into the major technical design portion of the Nelson Pavilion, McMahon will be attending the meeting to discuss a series of questions/items that are important to understand moving forward.

Included in your packet is a short summary of the information from McMahon highlighting key questions related to the facility.

C:\Users\kchevalier\OneDrive - McMahon Associates\Documents\062200146_Nelson Pavilion_Arch 2022_kchevalier@mcmgrp.com.rvt 7/7/2022 10:31:57 PM



ITEMS FOR REVIEW		
ID	ITEM	DESCRIPTION
1	Vending	Are vending machines desired if so how many and do they need to be in an alcove?
2	Garbage/Recycling	For Garbage and Recycling do they need to be in an alcove?
3	Chase Size	Is a larger chase and/or combined chase desired?
4	Storage	Have the storage requirements been confirmed? Current storage space seems small
5	Restroom Access	Is access from the Multipurpose area to the restrooms desired?
6	Entertainment Location	Should there be two locations or one location?
7	Accessible Parking	Are additional accessible stalls desired closer to new pavilion?

ARCHITECTURAL SITE PLAN

3/16" = 1'-0"



PRELIMINARY NOT FOR CONSTRUCTION

A NEW FACILITY FOR:
STARTER PROJECT NEENAH, WI
ARCHITECTURAL SITE PLAN

DESIGNED KJC	DRAWN KJC
PROJECT NO. D0005 06-22-00146	
DATE JULY 7, 2022	
SHEET NO.	

A020

McMahon Associates, Inc. provides this drawing and data, regardless of form, as instruments of service. All rights including copyright are retained by McMahon Associates, Inc. The user of this drawing agrees to the fullest extent permitted by law, to indemnify and hold McMahon Associates, Inc. harmless for any reuse of or changes made to the original drawing or McMahon Associates, Inc.

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Main: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com



7 - ACCESSIBLE PARKING

ARCHITECTURAL OVERALL SITE PLAN

1" = 40'-0"



PRELIMINARY NOT FOR CONSTRUCTION

A NEW FACILITY FOR:
STARTER PROJECT NEENAH, WI
ARCHITECTURAL OVERALL SITE PLAN

DESIGNED KJC	DRAWN KJC
PROJECT NO. D0005 06-22-00146	
DATE JULY 7, 2022	
SHEET NO.	

A021

McMahon Associates, Inc. provides this drawing and data, regardless of form, as instruments of service. All rights including copyrights are retained by McMahon Associates, Inc. The user agrees to indemnify and hold McMahon Associates, Inc. harmless for any reuse of or changes made to the original drawing or data without the written consent by McMahon Associates, Inc.

NO.	DATE	REVISION

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Main: (920) 751-4200 Fax: (920) 751-4284
www.mcmgrp.com