Common Council

Regular Meeting

Agenda

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

Tuesday, March 5, 2024 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 5, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

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

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (312) 757-3117
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the February 20, 2024 Common Council meeting.
4. Public Hearing on Zoning Map Amendment at Parcels ED-F0081-2, ED-F0081-5, ED-2387, ED-2388, and ED-2389 (2000 Block Profit Place).

   A. Notice of Public Hearing.

   B. Recommendation from Plan Commission.

   C. Ordinance #24-04 Approving Zoning Map Amendment from C PDD Commercial with Planned Development District overlay to C Commercial District (Parcels ED-F0081-2, ED-F0081-5, ED-2387, ED-2388 and ED-2389; 2000 Block Profit Place).
5. Public Hearing on Zoning Map Amendment at Parcels WD-142 and WD-144-1-1 (925 South Sixth Street and 500 Block Lande Street).

   A. Notice of Public Hearing.

   B. Recommendation from Plan Commission.

   C. Ordinance #24-05 Approving a Zoning Map Amendment from PI-1 Neighborhood Public & Institutional District to PI-2 Campus Public & Institutional District (Parcels WD-142 and WD-144-1-1; 925 South Sixth Street and 500 Block Lande Street).
6. Public Hearing on a Conditional Use Request for Landscape Materials and Supplies at Parcel WD-L281-1, 2108 Lawrence Drive.

A. Notice of Public Hearing.

B. Recommendation from Plan Commission.

C. Resolution #24-17 Authorizing and Approving a Conditional Use of Landscape Materials and Supplies in a C (Commercial) District (Parcel WD-L281-1; 2108 Lawrence Drive).

7. 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 Common Council. §6-3(f) DPMC.
8. Recommendation from the Board of Park Commissioners to accept a $500 donation from De Pere Optimist Club for Egg Hunt.
9. Recommendation from the Board of Park Commissioners to accept a $250 donation from De Pere Mens Club for Senior Picnic.
10. Recommendation from the Board of Park Commissioners to accept a $250 donation from De Pere Area Men's Club for Easter Egg Hunt.
11. Recommendation from the Board of Park Commissioners to accept a $250 donation from De Pere Area Men's Club for Summer Carnival.
12. Recommendation from the Board of Park Commissioners to approve Kay Distributing as beer distributor for 2024 Beer Gardens.
13. Recommendation from the Board of Park Commissioners to approve Change Order #7 in the amount of $5,671.00 for the Nelson Family Pavilion.
14. Recommendation from the Board of Park Commissioners to approve Camp Summer swimming adjustment.
15. Recommendation from the Board of Park Commissioners to approve pool party rates.
16. Recommendation from the Board of Park Commissioners to approve Syble Hopp aquatic fees adjustment.
17. Recommendation from the Board of Park Commissioners to approve the redirection of $8,960 in capital funds from a Riverwalk Project to purchase self watering pots for the downtown area.
18. Recommendation from the Board of Park Commissioners to approve the donor wall proposal from Fox Cities Sign for the Nelson Pavilion.
19. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for The Porch Bar LLC (DBA The Porch), 365 Main Ave Ste D. Submitted by The Porch Bar, LLC. Agent: Jackson Mankowski, De Pere, WI.
20. Resolution #24-18 Authorizing Agreement for Consulting Services Between the City of De Pere and Somerville, Inc. (De Pere Ice Arena - Facilities Condition Assessment).
21. Resolution #24-19 Authorizing Second Extension of Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.
22. Resolution #24-20 Authorizing Restated Agreement for Noxious Weed/Long Grass Cutting Services Between the City of De Pere and Lizer of Wisconsin, Inc.
23. Future agenda items.

24. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Jackson Mankowski
Jerry Lewin, Crosspoint Church

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the February 20, 2024 Common Council meeting.**

ATTACHMENTS:

- 2-20-24 Common Council Minutes_draft (PDF)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, February 20, 2024 | 7:30 PM | Council Chambers and Virtual

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Alderperson	Present	
Pamela Gantz	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
Devin Perock	Alderperson	Present	
John Quigley	Alderperson	Present	
Dean Raasch	Alderperson	Present	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the February 6, 2024 Common Council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

4. 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 Common Council. §6-3(f) DPMC.

   None.

5. Presentation of Police Department Awards.

   Mayor Boyd presented a Departmental Citation to Community Service Officer Emberleigh Reed for her handling of a difficult situation with great personal risk. He also presented a Lifesaving Award to citizen Clint Malinski and an Individual Commendation Award to citizen Lacey Welch for their heroic actions in rescuing an individual from a vehicle accident.

6. Recommendation from the Board of Park Commissioners to accept the low bid from Olsen Trailer and Body for a total of $167,922 with the additional funding of $72,922 being added to the Capital Project funding for replacing Truck 18. *This item was tabled at the February 6, 2024 Council meeting.*

Alderperson Hansen moved, seconded by Alderperson Gantz to approve Option 1 (replacing Truck 18 with a larger vehicle) as recommended by staff. Discussion followed regarding alternative bids, and the possibility of waiting for the 2025 budget.

RESULT:	**APPROVED BY ROLL CALL VOTE [5 TO 4]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Pamela Gantz, Jonathon Hansen, Shana Defnet Ledvina, John Quigley, Mayor James Boyd
NAYS:	Dan Carpenter, Amy Chandik Kundinger, Devin Perock, Dean Raasch

7. Recommendation from Finance/Personnel Committee to amend the 2024 Capital Projects Budget to add Police leases.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

8. Recommendation from Finance/Personnel Committee to approve request of Definitely De Pere to waive invoice #202307 related to the Tour De Pere special event in the amount of $1,881.00.

Development Services Director Dan Lindstrom reported that the event planning committee is working with staff on process improvements. Changes to the route will allow them to reduce the expense of barricades. The committee will submit an after-action review in an upcoming Friday Memo to alderpersons.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

9. Recommendation from the Board of Public Works supporting Village of Ashwaubenon grant application for trail extension on Main Avenue.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

10. Recommendation from the Board of Public Works to approve moving forward on establishing new yard waste sites.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

11. Recommendation from the Board of Public Works to maintain City owned lot at 360 Main Avenue for year-round public parking.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

12. Recommendation from the Board of Public Works on award of Contract 24-03 Sewer Lining to Visu-Sewer, Inc. in the amount of $350,274.00.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

13. Recommendation from the Board of Public Works on Award of Contract 24-05 Sidewalk and Curb Repairs to Highway Landscapers, Inc. in the amount of $290,990.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

14. Recommendation from the Board of Public Works on Award of Contract 24-13 Crackfilling to Asphalt Seal and Repair, Inc. in the amount of $121,800.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

15. Recommendation from the License Committee on an application for a premises description change submitted by Oakleys (DBA Oakleys). Premises will change from 310 N. Wisconsin St. Suite C to 614 George St.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Pamela Gantz, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

16. Recommendation from the License Committee on an application for change of agent for Walgreens, 150 S. Wisconsin St.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

17. Resolution #24-06 Authorizing Agreement for Contractor Services Between the City of De Pere and ECS Midwest, LLC. (2024 Soil Borings).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

18. Resolution #24-07 Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking-Curb & Gutter and Sidewalk).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	John Quigley, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

19. Resolution #24-08 Authorizing Agreement for Payment for Relocation and Replacement of Municipal Utility Facilities associated with I41 and Generations Boulevard Interchange.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

20. Resolution #24-09 Authorizing Temporary Limited Easement Donation to Brown County for County Highway GV Project (Parcels WD-D0037-2 and WD-D0035-1).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

21. Resolution #24-10 Approving Agreement between St. Norbert College and the City of De Pere regarding Garbage and Recycling Collection Services.

RESULT:	**ADOPTED [7 TO 0]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Ledvina, Perock, Quigley, Raasch
ABSTAIN:	Amy Chandik Kundinger

22. Resolution #24-11 Authorizing Extension of Consulting Services Agreement Between the City of De Pere and Robert E. Lee and Associates, Inc. (2024 Consulting Services).

Alderperson Hansen noted for the record that the city engineer committed to going out for bids next year.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

23. Resolution #24-12 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2024 Construction Materials Testing).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

24. Resolution #24-13 Approving 2023 General Fund Budget Amendment from Unassigned Reserves.

Finance Director/Treasurer Pam Manley explained that this resolution is a compilation of everything approved in 2023 from unassigned reserves, and is simply a procedural change. Going forward, staff will present budget amendments as they happen throughout the year.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

25. Resolution #24-14 De Pere Common Council Authorization or Delegation of Payment of Vouchers or Invoices.

City Administrator Larry Delo said that staff will publish a list of voucher payments on the City website on a monthly basis. Previous alderpersons had requested the policy of Council authorization for purposes of transparency, because at that time there was no way to publish a record of payments online. Finance Director/Treasurer Pam Manley and City Administrator Larry Delo explained the safeguards that are in place: every invoice is approved by a department head or supervisor before submitting it to the Finance Department; the accounting clerk creates checks and prints the check register, which Director Manley reviews for accuracy; any purchase orders over $5,000 need the finance director's signature, and anything over $10,000 needs the city administrator's signature; and auditors also randomly select invoices to verify during the annual audit. This new policy will allow payments to be made on a more timely basis than twice a month.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

26. Resolution #24-15 Approving Housing Stock Improvement Mortgage and Loan and Authorizing Disbursement of Loan to Jared Fink and Abbey Kleinert (120 South Ontario Street - Parcel ED-1097).

Development Services Director Dan Lindstrom reported that these are $20,000 loans structured with 0% interest for 10 years (five years of deferred payments, and five years of principal payments only). Community and Economic Development Specialist Quasan Shaw is taking on the marketing for this program, and will reach out to the alderpersons to assist in providing information to constituents.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

27. Resolution #24-16 Approving Housing Stock Improvement Mortgage and Loan and Authorizing Disbursement of Loan to Steven and Susan Karner (903 Jordan Road - Parcel ED-663-26).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	John Quigley, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

28. Voucher approval.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock, Quigley, Raasch

29. Future agenda items.

Alderperson Kundinger requested an update on the Nelson Pavilion project at the next Council meeting.

30. Adjournment.

Alderperson Carpenter moved, seconded by Alderperson Perock to adjourn the meeting at 8:12 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing on Zoning Map Amendment at Parcels ED-F0081-2, ED-F0081-5, ED-2387, ED-2388, and ED-2389 (2000 Block Profit Place).**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice_Zoning Map Amendment_2000 blk Profit Pl_3-5-24 mtg_Class 2 (PDF)

Publish: February 16, 2024 and February 23, 2024 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, March 5, 2024** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a zoning map amendment at the following property:

Parcels ED-F0081-5, ED-F0081-2, ED-2389, ED-2388, and ED-2387, 2000 BLK Profit PL, approximately 0.0 feet south from the Profit PL and Destiny DR intersection, from C PDD (Commercial District with a pre-existing Planned Development District overlay) to C (Commercial District).

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A map of the proposed zoning map amendment is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 23rd day of January, 2024.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Recommendation from Plan Commission.**

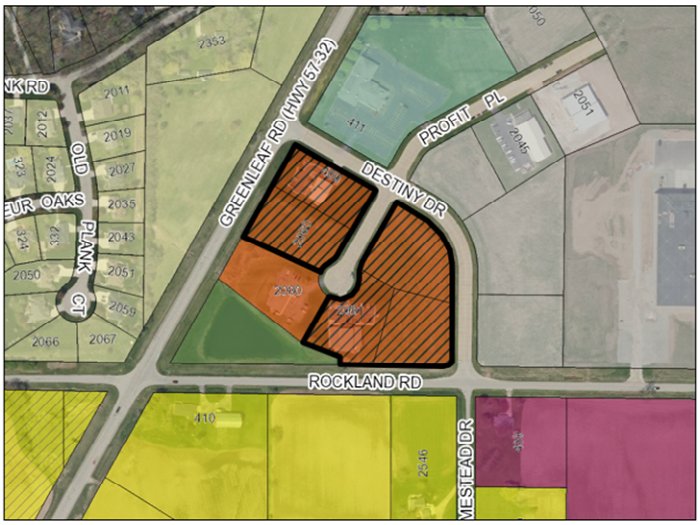
On January 22, 2024, Plan Commission unanimously recommended approval of the zoning map amendment by a vote of 6-0.

ATTACHMENTS:

- PC Report - Zoning Map Amendment (PDF)
- Application Form (PDF)
- Map (PDF)
- Legal Description (PDF)

Item 7: Consideration and possible action for a zoning map amendment from C PDD (Commercial with a pre-existing Planned Development District overlay) to C (Commercial) at 2000 BLK Profit PL (Parcels ED-F0081-5, ED-F0081-2, ED-2389, ED-2388, ED-2387).*

SITE MAP



REQUESTED ACTION: Zoning Map Amendment Request.

COMMON DESCRIPTION: 2000 BLK Profit PL, located south from the Profit PL and Destiny DR intersection.

SURROUNDING LAND USES: Religious and non-secular assembly (PI-1) and Business park (BP-1) to the north.
Southern bypass and undeveloped (CON, R1-60, R1-80) to the south and west.
Business park (BP-1) to the east.

COMPREHENSIVE PLAN: Business Park.

APPLICANT / OWNER:

Authorized Representative
City of De Pere
335 S Broadway
De Pere, WI 54115

Property Owners
Parcels ED-F0081-5, ED-2388, ED-2387
City of De Pere
335 S Broadway
De Pere, WI 54115

Parcel ED-F0081-2
Paroubek Holdings LLC
400 Destiny DR
De Pere, WI 54115

Parcel ED-2389
Element Properties LLC
2081 Profit PL
De Pere, WI 54115

LAND USE HISTORY: After review of air photographs, two commercial parcels developed in the late 2000's and late 2010's and the remaining three parcels are undeveloped.

STAFF REVIEW:

When reviewing a zoning map amendment request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Comprehensive Plan

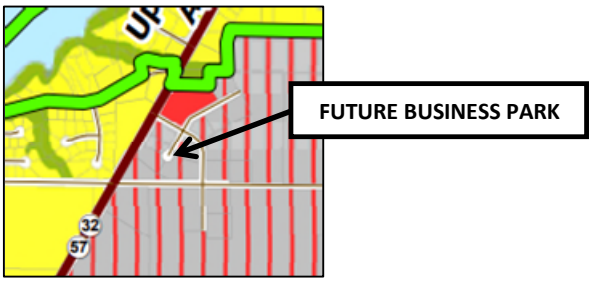
The 2010 Comprehensive Plan Update text and the Future Land Uses Map (Figure 2-6) identifies the future use as "Business Park." The proposed zoning map amendment removes an outdated pre-existing Planned Development District (PDD) overlay. The PDD overlay offers no additional regulations to the regulations found in the Zoning Ordinance. The commercial use complies with the 2010 Comprehensive Plan Update.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update reflects the following:

- Future 'Commercial' to the north.
- Future 'Business Park' to the south, east, and west.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

If the Zoning Map remains unchanged as C PDD then 43 residential, public and civic, commercial, industrial, recycling, and agricultural uses are permitted with 6 conditional uses. If the Zoning Map is amended from C PDD to C, then the same uses and conditional uses are still permitted.

The site is vehicle accessible with primary street frontage on Profit PL and Destiny DR. There are not developed sidewalks for pedestrian accessibility. The property is near the proposed Southern Bypass to the south.

NEIGHBOR OUTREACH

All property owners within 300 feet of the subject area have been notified of the application via mail. One phone inquiry was made from a property owner at 400 Destiny DR for clarification about what C District and PDD meant.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment from C PDD (Commercial with a pre-existing Planned Development District overlay) to C (Commercial) at 2000 BLK Profit PL. A zoning map amendment must comply with the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

Planning/Zoning Application

Planning & Zoning Department

Submitted On:
Jan 9, 2024, 05:09PM EST

Parcel Number: (Include ALL parcels)	ED-F0081-5, ED-F0081-2, ED-2389, ED-2388, ED-2387
Nearest property address to the project site:	**Street Address:** City of De Pere 2060 Profit PL **City:** De Pere **State:** WI **Zip:** 54115-2593
Check each project type that is being applied for:	Zoning Map Amendment (Rezoning)
De Pere Zoning Districts:	C
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural Commercial
Proposed Site Land Uses:	Undeveloped/Vacant/Agricultural Commercial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	**First Name:** Peter **Last Name:** Schleinz
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	**Street Address:** City of De Pere **Property Owner's Address::** 335 S Broadway **City:** De Pere **State:** WI **Zip:** 54115
Property Owner's Phone Number:	920-339-4043
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	No
Please attach an EXHIBIT MAP with the zoning boundary.	Map.docx

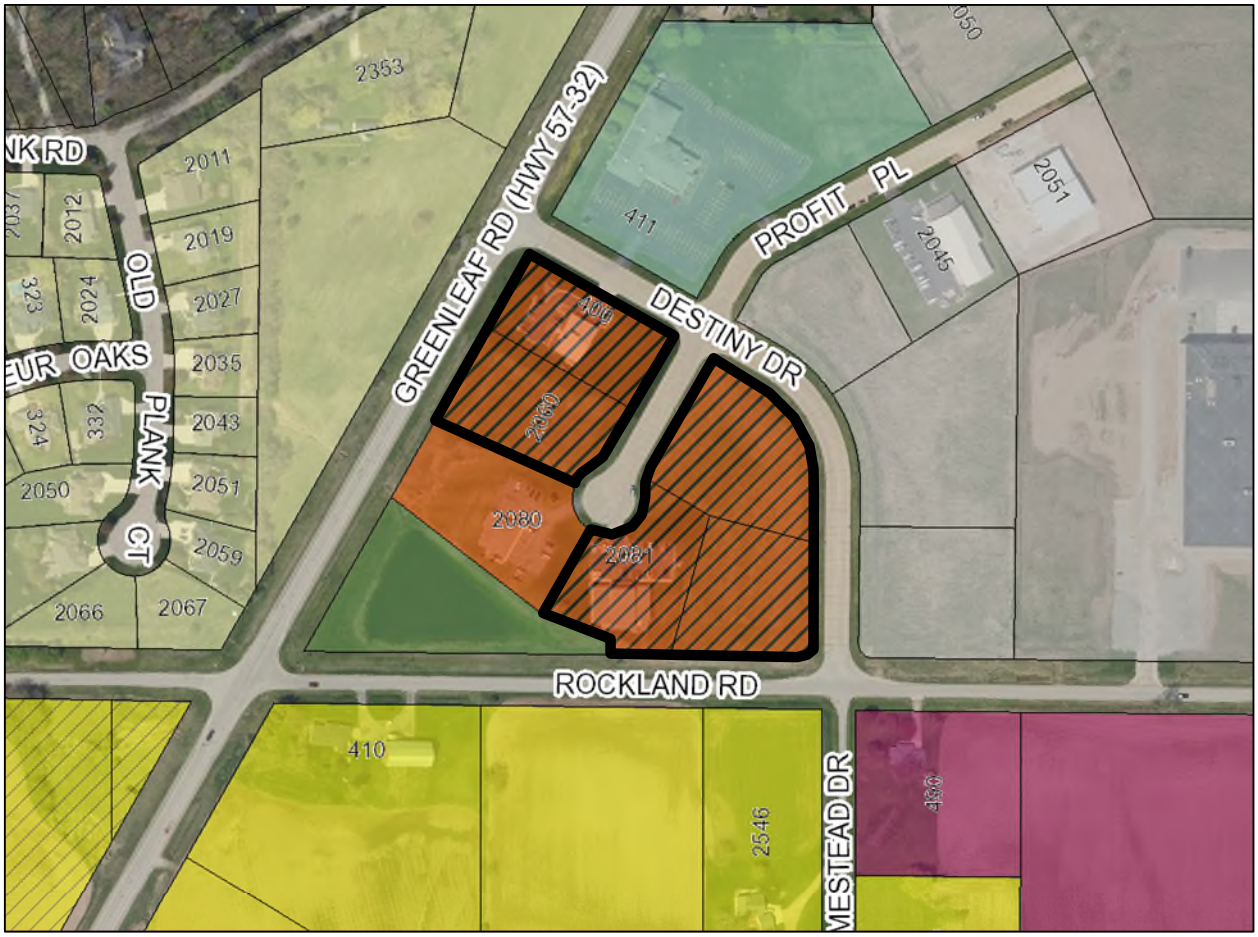
Please attach a WORD DOCUMENT with the boundary legal description.	Legal Description.docx 1.b
How do you plan on paying for your application?	City is the petitioner
Total Due:	$350.00
Signature Data	First Name: Peter Last Name: Schleinz Email Address: pschleinz@deperewi.gov Signed at: January 9, 2024 4:17pm America/New_York
User's Session Information	IP Address: 216.56.64.34 Referrer URL:

CITY OF DE PERE

335 South Broadway Street, De Pere, WI 54115 | 920-339-4043 | www.deperewi.gov

2000 BLK Profit PL (925 S Sixth ST (WD-142) and 500 BLK Lande ST (WD-144-1-1)

C PDD to C



PROPERTY DESCRIPTION FOR ZONING MAP AMENDMENT PURPOSES

PARCEL ED-F0081-5

52,338 SQ FT

LOT 2 OF 62 CSM 30 BNG PRT OF SW1/4 SE1/4 SEC 33 T23N R20E

PARCEL ED-F0081-2

44,876 SQ FT

LOT 1 OF 62 CSM 30 BNG PRT OF SW1/4 SE1/4 SEC 33 T23N R20E

PARCEL ED-2389

52,363 SQ FT

EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 37

PARCEL ED-2388

61,011 SQ FT

EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 36

PARCEL ED-2387

51,379 SQ FT

EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 35

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Ordinance #24-04 Approving Zoning Map Amendment from C PDD Commercial with Planned Development District overlay to C Commercial District (Parcels ED-F0081-2, ED-F0081-5, ED-2387, ED-2388 and ED-2389; 2000 Block Profit Place).**

ATTACHMENTS:

- Ord24-04 (PDF)

ORDINANCE #24-04
APPROVING ZONING MAP AMENDMENT FROM C PDD COMMERCIAL WITH PLANNED DEVELOPMENT DISTRICT OVERLAY TO C COMMERCIAL DISTRICT
(Parcels ED-F0081-2, ED-F0081-5, ED-2387, ED-2388 and ED-2389; 2000 Block Profit Place)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 5th day of March, 2024 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, does ordain as follows:

Section 1. That the following described property:

ED-F0081-2:
44,876 SQ FT
LOT 1 OF 62 CSM 30 BNG PRT OF SW1/4 SE1/4 SEC 33 T23N R20E

ED-F0081-5:
52,338 SQ FT
LOT 2 OF 62 CSM 30 BNG PRT OF SW1/4 SE1/4 SEC 33 T23N R20E

ED-2387:
51,379 SQ FT
EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 35

ED-2388:
61,011 SQ FT
EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 36

ED-2389:
52,363 SQ FT
EAST SIDE INDUSTRIAL PARK 3RD ADDN LOT 37

shall be and the same is hereby rezoned from the present zoning classification of C PDD Commercial with a Planned Development District overlay, to C Commercial District as set forth in and regulated by the provisions of Chapter 14, Article IV Commercial and Employment Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-73 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. All other ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 1/22/2024
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing on Zoning Map Amendment at Parcels WD-142 and WD-144-1-1 (925 South Sixth Street and 500 Block Lande Street).**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice_Zoning Map Amendment_Sixth & Lande_3-5-24 mtg_Class 2 (PDF)

Publish: February 16, 2024 and February 23, 2024 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, March 5, 2024** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a zoning map amendment at the following property:

Parcels WD-142 and WD-144-1-1, 925 S Sixth ST and 500 BLK Lande ST, approximately 115.0 feet north of the S Sixth ST and Lande ST intersection, from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District).

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A map of the proposed zoning map amendment is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 23rd day of January, 2024.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Recommendation from Plan Commission.**

On January 22, 2024, Plan Commission unanimously recommended approval of the zoning map amendment, with a master plan and a site plan, by a vote of 6-0.

NOTE: Zoning Map Amendments that propose changing a PI-1 District to a PI-2 District must include the review of a master plan. A master plan may include the review of a site plan. This proposal includes seven phased expansion areas, and one of the seven areas (fuel tanks) includes a site plan for review.

ATTACHMENTS:

- PC Report - Zoning Map Amendment with Master Plan (PDF)
- Application Form (PDF)
- Map (PDF)
- Site Plan (Master Plan) - Revised 3 Preliminary - 17 Jan 2023 (PDF)
- Legal Description (PDF)

Item 8: Consideration and possible action for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District) at 925 S Sixth ST and 500 BLK Lande ST (Parcels WD-142, WD-144-1-1).*

SITE MAP

REQUESTED ACTION: Zoning Map Amendment Request with a Master Plan.

COMMON DESCRIPTION: 925 S Sixth ST and 500 BLK Lande ST, located northeast from the S Sixth ST and Lande ST intersection.

SURROUNDING LAND USES: Industrial (I) to the north.
Residential (R2-60, R2-45) to the south and west.
Railroad (PI-1) to the east.

COMPREHENSIVE PLAN: Institutional/Governmental Facilities.

APPLICANT / OWNER: Property Owner
City of De Pere
335 S Broadway
De Pere, WI 54115

LAND USE HISTORY: After review of air photographs, two commercial parcels developed in the 1980's.

STAFF REVIEW: When reviewing a zoning map amendment request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Comprehensive Plan

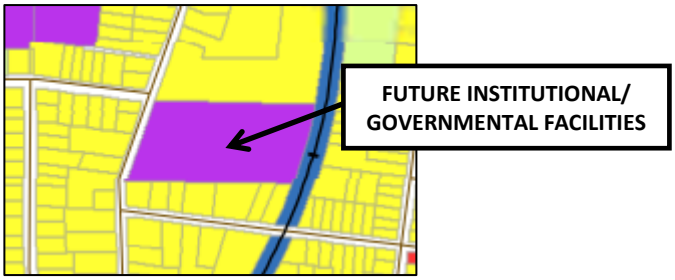
The 2010 Comprehensive Plan Update text and the Future Land Uses Map (Figure 2-6) identifies the future use as "Institutional/Governmental Facilities." The part of the land that is residential can be considered for Institutional/Governmental Facilities use without an amendment because the land is immediately adjacent to the proposed future land use. The existing governmental use complies with the 2010 Comprehensive Plan Update.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update reflects the following:

- Future 'Neighborhood Residential (Including Multi-Family) to the north, south and west.
- Transportation and utilities to the east.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

If the Zoning Map remains unchanged as PI-1 then 11 residential, public and civic, commercial, industrial, recycling, and agricultural uses are permitted with 1 conditional uses. If the Zoning Map is amended from PI-1 to PI-2 then uses may be permitted by using one of the two processes:

1. Securing conditional use permit approval.
2. Securing approval of a master plan.

This Zoning Map Amendment includes a master plan for approval. The master plan document is attached to this report. A summary of permitted uses and specific regulations in the master plan is summarized in the section titled "Proposed Master Plan Review."

The site is vehicle accessible with primary street frontage on S Sixth ST, with future connections to Lande ST. There are developed sidewalks for pedestrian accessibility.

Proposed Master Plan Review

This zoning map amendment includes a master plan. When changing a specific area from PI-1 District to PI-2 District, the master plan may add certain uses and regulations that are different than the Zoning Ordinance. The "Table 3 Restrictions Summary", on page 10 of the master plan, is an executive summary of the proposed regulations. Most uses are existing or are potential future expansions and relocations of existing uses.

The following table compares the proposed master plan regulations that are less restrictive than the existing Zoning Ordinance regulations:

Proposed Master Plan Regulation	Zoning Ordinance Regulation	Difference
9.5' rear setback (east)	20' for adjacent R2-60 and I Districts	Reduced by 10.5'
No appurtenance screening requirement (east, west, south)	Required screening from street, R Districts, and P Districts	Requirement eliminated
No landscaping requirement (street, parking, foundation)	Required street trees, parking lot screening from street and R District, interior parking lot landscaping, and foundation landscaping	Requirement eliminated
85 car parking ratios	Required office: 1 stall per 400 SF office, and industrial: 1 stall per 1.5 employees	Flat ratio instead of SF and employee based.
Architectural panel system and ground level masonry without minimum ratios	Architectural panel system and 35% ground level brick, masonry, or stone	Brick, masonry, and stone percentage eliminated

NEIGHBOR OUTREACH

All property owners within 300 feet of the subject area have been notified of the application via mail. Two phone inquiries were made from property owners at 530 Lande ST and 540 Lande ST. Concerns related to the following:

- Clarification about what PI-1 District, PI-2 District, and master plan meant.
- Clarification that the zoning map amendment request did not include acquisition of private lands.
- Concern that the landscaping space between residential rear yards on Lande ST and the MSC parking lot were not maintained. Asked that the landscaping be maintained better.
- Concern that, when the MCS parking was added, it cut off a ditch that causes backyards on Lande ST to flood.
- Compliment about where the current rubbish drop-off is located because it works better than before.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment from PI-1 (Neighborhood Public & Institutional District) to PI-2 (Campus Public & Institutional District) at 925 S Sixth ST and 500 BLK Lande ST. A zoning map amendment must comply with the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

Note: Taking action to approve this zoning map amendment includes approval of the master plan.

Planning/Zoning Application

Planning & Zoning Department

Submitted On:
Jan 9, 2024, 03:24PM EST

Parcel Number: (Include ALL parcels)	WD-142, WD-144-1-1
Nearest property address to the project site:	**Street Address:** City of De Pere 925 S Sixth ST **City:** De Pere **State:** WI **Zip:** 54115-2593
Check each project type that is being applied for:	Zoning Map Amendment (Rezoning)
De Pere Zoning Districts:	PI-1
Existing Site Land Uses:	Business Park/Industrial
Proposed Site Land Uses:	Business Park/Industrial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	**First Name:** Scott **Last Name:** Thoresen
Is the property owner's address the same as the nearest property address?	Yes
Property Owner's Phone Number:	920-339-8095
Property Owner's Email Address:	sthoresen@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	**First Name:** Brad **Last Name:** Hartjes, PE, CFM
Authorized Representative's Business Name:	raSmith
Authorized Representative's Phone Number:	920-843-5737
Authorized Representative's Email Address:	Brad.Hartjes@raSmith.com

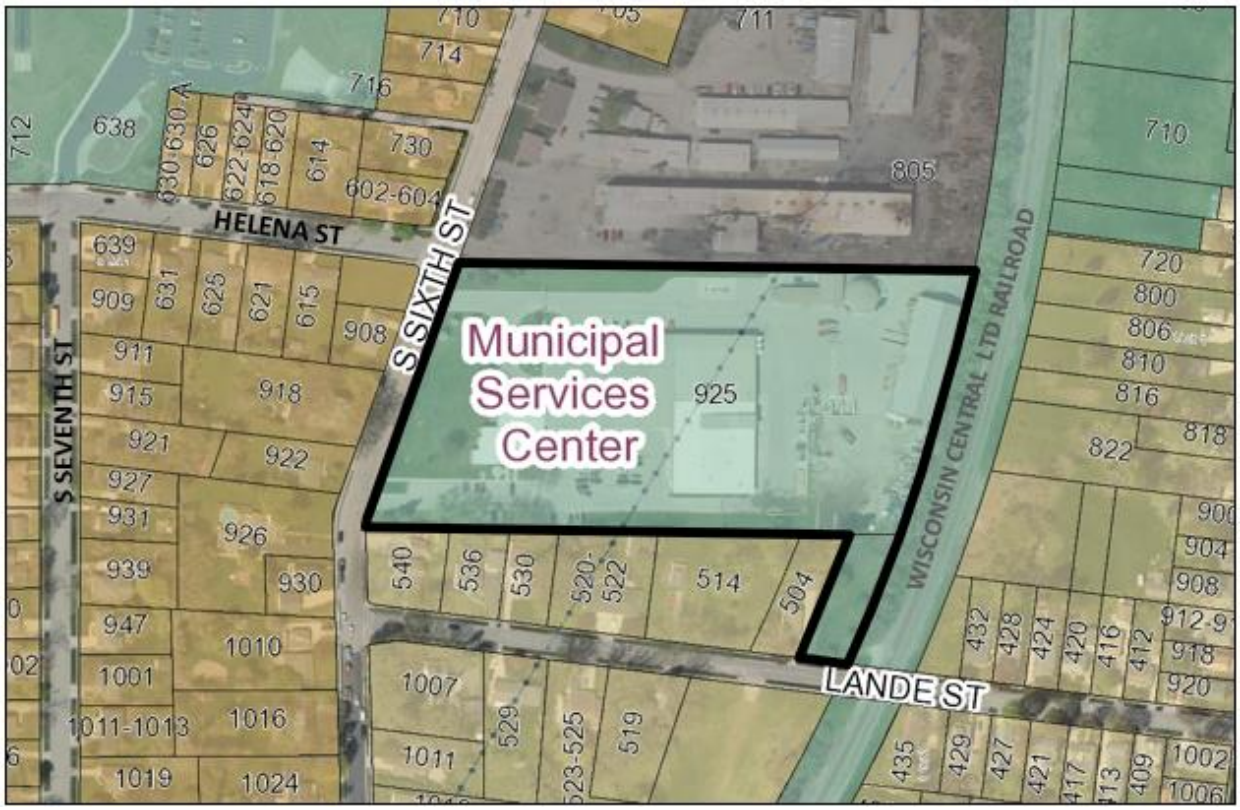
Please attach an EXHIBIT MAP with the zoning boundary.	Master Plan for MSC Expansion DRAFT 120723 Highlight C 1.b df
Please attach a WORD DOCUMENT with the boundary legal description.	Legal Description.docx
How do you plan on paying for your application?	City is the petitioner
Total Due:	$350.00
Signature Data	First Name: Scott Last Name: Thoresen Email Address: sthoresen@deperewi.gov Signed at: January 9, 2024 3:18pm America/New_York
User's Session Information	IP Address: 216.56.64.34 Referrer URL:

CITY OF DE PERE

335 South Broadway Street, De Pere, WI 54115 | 920-339-4043 | www.deperewi.gov

925 S Sixth ST (WD-142) and 500 BLK Lande ST (WD-144-1-1)

PI-1 to PI-2



MASTER PLAN
FOR
CITY OF DE PERE MUNICIPAL SERVICES CENTER EXPANSION

Part of
City of De Pere Municipal Services Center
925 S. Sixth Street
De Pere, WI 54115-2002

Document prepared by
raSmith and SEH

January 17, 2024

1. PURPOSE

The Master Plan for the City of De Pere Municipal Service Center Expansion will provide the City with summary of current Code requirements, indicate the requirements that cannot be met by the development and detail why they cannot be met. The Master Plan will also include appendices which show the proposed development which is seeking Master Plan approval.

2. PLANNING AREA

The City of De Pere Municipal Services Master Plan applies to the area located within the red polygon on the following map:

The City of De Pere Municipal Service Center Expansion Master Plan applies to all the parcels within the above map. The parcels are:

Subject Property
WD-144-1-1
WD-142

Property within 300 feet of Subject Property			
WD-141-1	WD-142	WD-143-2	WD-143
WD-143-1	WD-144-2	WD-144	WD-144-1
WD-144-1-1	WD-141-1	WD-144-2	WD-143-2
WD-143	WD-143-1	WD-147	WD-144
WD-144-1	WD-146-1	WD-145	WD-147-1
WD-146	WD-1-3-1	WD-1	WD-131-1
WD-864	WD-4	WD-3	WD-5-3
WD-5-2	WD-6-5	WD-6-4	WD-1-1
WD-1-2	WD-6	WD-133-3	WD-6-3
WD-6-1	WD-133	WD-133-1	WD-6-A
WD-133-2	WD-134-3	WD-134-3-1	WD-133-4
WD-134-2	WD-135-3	WD-135-4	WD-134
WD-134-1	WD-135-1	WD-d0008	WD-135-2
WD-135	WD-903-1	WD-903	WD-904
WD-904-1	WD-853	WD-853	WD-902
WD-851	WD-152-1	WD-154	WD-854
WD-150	WD-156-1	WD-158	WD-155
WD-156	WD-736	WD-746	WD-734
WD-735	WD-743	WD-742-2	WD-745
WD-744			WD-742-1
WD-742			

3. EXISTING PROPERTY USES

The City of De Pere Municipal Center has two entrances to the property off South Sixth Street. The visitor/office entrance is in the Southwestern area of the lot, and the public works entrance is in the Northwestern corner. The existing lot includes a large one-story brick building, a small wooden material storage building to the northeast, and concrete salt shed east of that. A cold storage structure sits in the northeast corner of the lot. Asphalt paved parking areas are on the site with the largest parking area southeast of the main building near the visitor and office entrance. A second parking area is along the north side of the main brick building. Parking facilities include 93 spaces and 4 ADA spaces for a total of 97 spaces.

Small concrete pads are located throughout the site at the overhead door entrances to the material storage building, the salt shed, and in fuel pump areas. A concrete sidewalk runs from the southern entrance off sixth street to the main office entrance on the southwestern side of the building. The lot is enclosed by chain link fence on the property line on the northern, eastern, and southern borders. The Wisconsin Central LTD Railroad borders the property to the east. Residential homes are adjacent to the property on the south and South Sixth Street border the west. To the north, there is an industrially zoned lot.

Lighting facilities line the outside of the paved area to the North, West and South. The fuel station with pumps sits on the north edge of the lot with keypad and filler caps. Brine tanks sit on the eastern side of the main brick building. Material Storage and waste areas are located on the eastern side of the lot, with an unpaved gravel area in the Southeastern corner that is bordered by a concrete wall. Electric, water, gas and fiber optic utilities run underground on the western, southern and northern sides of the lot. Overhead wire runs along the northern property line. The surrounding land is landscaped with trees and bushes. A telephone box is in the far southwestern corner of the lot, and a hydrant is located next to South Sixth Street along the sidewalk. Flagpole, monuments, and signs are located on the main lawn facing south sixth street, and entrance/security gates are located both north and south of the main building. These gates provide security for the public works yard, located east of the main building.

The following paragraphs are descriptive of the existing buildings:

Municipal Services Building

The main structure on the site is the Municipal Services Building. Constructed in phases, the municipal building includes three attached buildings housing administrative, vehicle storage, and vehicle maintenance functions.

The 8,863 SF Administrative Building contains public reception, office and conference areas and an employee break room. The building has 8’-8” high, five score colored CMU exterior walls with a painted EIFS façade up to an approximate eave height of 14 feet. A low slope pitched roof is covered with a white membrane. A portion of this building also includes a lower-level basement.

The 39,488 SF Vehicle Storage Building is a heated garage which houses vehicles and equipment for the City’s Engineering, Parks, Streets and Water departments. The building has 8’-8” high, five score colored CMU exterior walls with metal wall

panels up to an approximate height of 18 feet at the eave and 22 feet at the gable end. Large overhead doors allow vehicle access on three sides of the building. A low slope metal roof pitches to exterior scupper drains.

The 17,375 SF Vehicle Maintenance Building contains a three bay vehicle maintenance garage with a water service and wash bay. The building has 8'-8" high, five score colored CMU exterior walls with metal wall panels up to an approximate eave height of 20 feet with a maximum eave height of 25 feet at one of the maintenance bays. The building has large overhead doors at each of the bays. A low slope roof pitches to exterior scupper drains. The roof is white membrane except for the high maintenance bay which is metal panel.

Cold Storage Building

The 10,800 SF. Cold Storage building is an unconditioned wood framed pole building with steel roof and wall panels. This building provides storage for miscellaneous items for all the City's departments.

The building has 16-foot eaves with an approximate height of 28 feet at the ridge. The building has overhead doors for equipment access.

Dome Salt Storage Building.

The approximately 2,000 SF salt storage structure has 10-foot-high concrete push wall topped with a wood framed geodesic dome structure covered with asphalt shingles. The height of the building is approximately 30 ft to the top of the dome.

Salt Bin/Material Storage Building.

The 2,700 SF structure has an open bin area for the street departments mixed materials along with an enclosed salt storage area. The building is wood timber framed with exposed timer walls and an asphalt shingle roof. The building has approximately 16-foot eaves with an approximate height of 20 ft at the ridge.

For the Existing Property Uses, see Appendix 1.

4. PROPOSED USES AND DEVELOPMENT ENVELOPE

A Project Scope Site Plan, indicating the site phasing (Phasing Plan), is included in Appendix 2.

Proposed changes for the City of De Pere Municipal services center include expansion and rehabilitation of the main garage building and other structures on property such as the cold storage building and material storage building. The fuel pump station will be updated with a new concrete pad, new fuel pumps, filler caps, and keypad. This fuel pump station will initially be installed at a temporary location north of the main garage building, then relocated to the permanent location at a later time. Existing gates on both North and South sides of the main building will be replaced, with new concrete walls installed between the north gate and the building. Concrete curb and gutter will be installed from the northernmost entrance off South Sixth Street up the driveway toward the garage building. The curb and gutter will also extend along the north edge of the paved area past the fuel pumping station. Additionally, the section of land lining the drive beyond the southern driveway gate will get new curb and gutter. New asphalt will be paved

between limits of the northernmost entrance, wrapping around the garage building to the southern edge of the garage building.

The proposed municipal service center expansion will be a phased expansion of the existing buildings and land uses from the existing condition explained above. The existing municipal service center building will be expanded to the north as part of Phase 1a, along with a new Material storage building along the north side of the site, new access to Lande Street, and relocated fuel islands from the north side to the east side of the property. Phase 1b will include the garage addition to the northwest side of the existing garage building. Phase 2 includes an addition to the cold storage building, wash bay, and salt shed.

The following paragraphs are descriptive of the proposed expansion:

Phase 0 – Temporary Fuel Island

Above ground fuel tanks and fuel dispensing units will be installed at a temporary location north of the existing vehicle storage building. This facility will be relocated to its permanent location in Phase 1a. The temporary fuel island plans are in Appendix 3.

Zoning Code Conformance Deviations: The Zoning Code requires screening around the entire item. There will not be screening around the north and west side of the temporary fuel island in Phase 0. The west side cannot be screened from the street due to the access driveway to the site.

Phase 1a & 1b - Municipal Services Building Addition

A proposed 33,200 SF Vehicle Storage Building addition will provide additional shelter for City vehicles and equipment. Exterior materials will include architectural masonry and insulated metal wall panels. Large overhead doors will allow vehicle access to enter and exit the building. A low slope membrane roof will pitch to exterior scupper drains. The eave height will be approximately 18 feet at the eave with an overall maximum height of 22 feet. The fuel station will be relocated to a permanent location as indicated on the Phasing Plan located in Appendix 2. The salt bin and material storage building along the north property line will be demolished and a new building constructed. The brine tanks at the northeast corner of the existing vehicle storage building will be relocated to a new support slab. Interior renovations will be constructed. A new generator, sound wall, and electrical service will be installed at the location indicated on the Phasing Plan.

Zoning Code Conformance Deviations: Both the fuel island permanent location and the brine tank relocation will not have screening to the south property line due to the amount of pavement located within the yard that will not allow screening to be placed. The transformer will not be screened from the street or residents to the south due to the topography to the south and the entrance driveway to the street. The 30-yard roll-offs will not be screened from the residents to the south due to the proximity to the property line.

Phase 2a & 2b & 2c & 2d & 2e - Cold Storage Building Addition

A proposed 7,200 SF addition to the Cold Storage building. The addition will be a continuation of the existing wood framed pole building structure and have a steel roof and wall panels. This building will provide additional storage for miscellaneous

items for all the City's departments. The building will have 16-foot eaves with an approximate height of 28 feet at the ridge. The building will have an additional overhead door for equipment access. The existing wash bay will be modified, and a new entrance extension to the existing salt dome will be constructed. A new storage mezzanine and overhead door will be constructed in the storage building.

Zoning Code Conformance Deviations: The cold storage building addition will have a rear yard setback of 9.5-feet, which is less than the required 20-feet.

Table 1 – Zoning Relief Summary

Regulation	Relief Requested	Explanation for Seeking Relief
Screening Required Around Temporary Fuel Station	No Screening Provided	We cannot provide screening between the roadway and the fuel station due to the driveway access along the north side of the site.
Screening Required Around Permanent Fuel Station	No Screening Provided	We cannot provide screening for the residential properties to the south due to the limited space available to provide any screening.
Screening Required Around Brine Tanks	No Screening Provided	We cannot provide screening for the residential properties to the south due to the limited space available to provide any screening.
Screening Required Around Electrical Transformer	No Screening Provided	We cannot provide screening for the residential properties to the south due to the limited space available to provide any screening.
Screening Required Around the 30-yard Rolloff Containers	No Screening Provided	We cannot provide screening for the residential properties to the south due to the limited space available to provide any screening.
Rear Yard Setback of 20-feet	Cold Storage Building Addition will have a setback of 9.5-feet	The existing building is setback less than 20-feet from the property line, so the addition will fall within the required setback as well. Additionally, the vehicle movement in the yard will be negatively impacted if we construct the addition outside the setbacks.
Building Façade Material	Using Architectural Metal Panel System and Ground Level Concrete Masonry Units	The building is a public works facility, it is not reasonable to use the building materials required for residential units.

Table 2 – Expansion Summary per Phase

City of De Pere Municipal Service Center	Temporary Fuel Island Phase 0	Municipal Services Building Addition Phase 1a	Salt Bin/Storage Building Phase 1a	Municipal Services Building Addition Phase 1b	Cold Storage Expansion Phase 2	New Access to Lande Street Phase 1	New Access to South 6th Street Phase 1
Floor Area	NA	20,600 SF	3,224 SF	12,600 SF	7,200 SF	16,000 SF	32,000 SF
Building Height	NA	22’	20’	22’	28’	NA	NA
Setbacks	22’ North PL	37’ North PL 50’ South 6th Street	9’ North PL	48’ South 6th Street 39’ North PL	9.5’ East PL	NA	NA
Open Space	17%	17%	17%	17%	17%	NA	NA
Motor vehicle Parking Ratios (stalls)	85 motor vehicles	85 motor vehicles	85 motor vehicles	85 motor vehicles	85 motor vehicles	NA	NA

5. TRANSPORTATION PLAN

The project will not propose additional off-street parking spaces as part of the building and site expansion. Zoning Code 14-806(6) Traffic Impact Analysis indicates a Traffic Impact Analysis (TIA) must be submitted for review by the public works director prior to approval of any rezoning, conditional use or site plan application that proposes more than 250 off-street parking spaces. TIAs must provide an evaluation of the impacts that the proposed development will have on traffic conditions, transit users, pedestrians and bicyclists. Therefore, because we are not proposing additional parking spaces, a TIA is not required.

6. LANDSCAPE PLAN

The proposed building and site expansion will provide landscaping as can be provided with the acknowledgement that both the existing site use and proposed expansion limit the amount of landscaping which can be provided. The Landscaping Ordinance of the City of De Pere, found in Chapter 14, Article X – Landscape and Screening of the City of De Pere Municipal Ordinance requires landscape and screening. The following sections of the Landscape Ordinance will require relief:

Section 14-105 Foundation Landscaping. The west side of the existing building is the only side of the building facing the street and does not currently provide foundation plantings. The proposed improvements do not propose any foundation plantings along the street facing portion of the building because the office will not be impacted by the building expansion, and the portion of the garage expansion which faces the street includes overhead door access points, which will not allow foundation plantings.

Section 14-108 Landscape Plans. The existing site includes minimal landscaping throughout the site. The minimal use of landscaping is due to the nature of the site use and the amount of paving located throughout the property, particularly the area north, east, and south of the building. The proposed expansion site use will include minimal landscaping. The proposal includes restoration of disturbed areas with topsoil and seed. There are no screening or other plantings proposed due to the limited areas which are conducive to plantings.

7. APPROVAL PROCEDURES

Master Plan Review and Approval Procedures

The review and approval of the Master Plan will follow procedures identified in Zoning Ordinance 14-53 for establishing PI-2 Districts and in Zoning Ordinance 14-122 for zoning map amendments. The Plans are in the Appendix.

Future Site Plan Review and Approval Procedures

The review of site plans that are not provided in detail as part of the Master Plan will follow procedures identified in Zoning Ordinance 14-124 for site plan reviews. Site plan reviews have separate review fees.

Table 3 – Restrictions Summary

Code Category	Most Restrictive
Minimum Lot Area	N/A in PI-1 (per PI-1)
Minimum Lot Frontage	N/A in PI-1 (per (PI-1)
Minimum Building Setbacks	
Front	15’ (per R2-60)
Street Side	15’ (per R2-60)
Interior Side	6’ (per R2-60)
Rear	9.5’
Maximum Building Height	40’ (per R2-60)
Accessory Building	28’
Landscape and Screening	
Appurtenance Screening	None
Street Right-of-Way Trees	None
Parking Lot Interior Landscaping	None
Foundation Landscaping	None
Parking ratios	85 cars
Building Facade	
Façade Material	Using Architectural Metal Panel System and Ground Level Concrete Masonry Units. With no minimum percentages.

Note: All other Zoning Code Requirements will be met. The proposed plans will follow the Code as written.

APPENDIX 1 – EXISTING PROPERTY USES

EXISTING PROPERTY USES

GRAPHIC SCALE
20 0 20 40 80
(IN FEET)

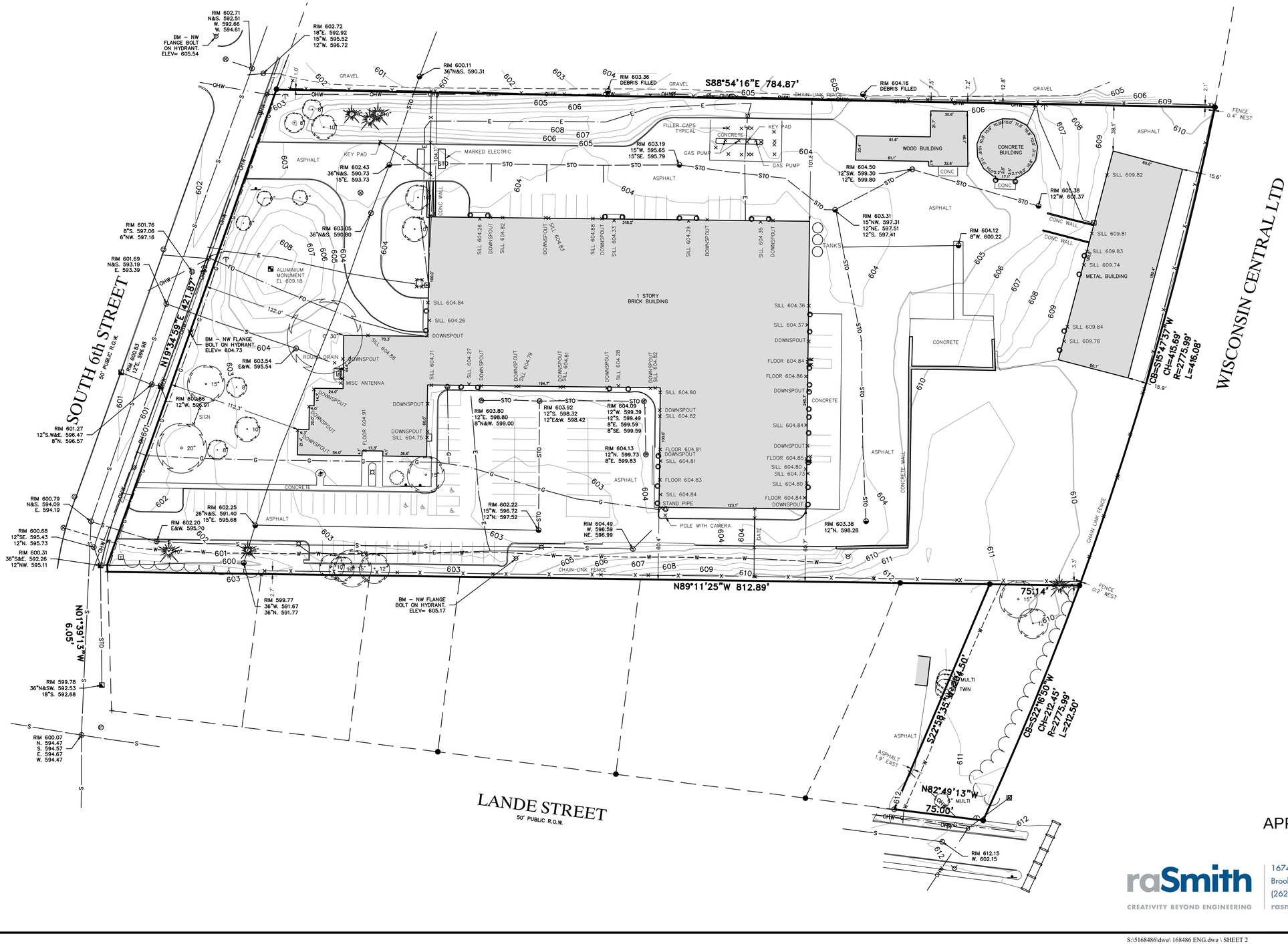
LEGEND

- BOLLARD
- SOIL BORING/MONITORING WELL
- FLAGPOLE
- MAILBOX
- SIGN
- AIR CONDITIONER
- CONTROL BOX
- TRAFFIC SIGNAL
- CABLE PEDESTAL
- POWER POLE
- GUY POLE
- GUY WIRE
- LIGHT POLE
- SPOT/YARD/PEDESTAL LIGHT
- HANDICAPPED PARKING
- PULL BOX
- ELECTRIC MANHOLE
- ELECTRIC PEDESTAL
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- UTILITY VAULT
- GAS VALVE
- GAS METER
- GAS WARNING SIGN
- STORM MANHOLE
- ROUND INLET
- SQUARE INLET
- STORM SEWER END SECTION
- SANITARY MANHOLE
- SANITARY CLEANOUT OR SEPTIC VENT
- SANITARY INTERCEPTOR MANHOLE
- MISCELLANEOUS MANHOLE
- IRRIGATION CONTROL BOX
- WATER VALVE
- HYDRANT
- WATER SERVICE CURB STOP
- WATER MANHOLE
- WELL
- WATER SURFACE
- WETLANDS FLAG
- MARSH
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUB
- ~~~~~ –EDGE OF TREES
- ——— S –SANITARY SEWER
- ——— STO–STORM SEWER
- – – – W –WATERMAIN
- ——— G –MARKED GAS MAIN
- ——— E –MARKED ELECTRIC
- ——— OHW–OVERHEAD WIRES
- ——— B –BUREAU ELEC. SERV.
- ——— T –MARKED TELEPHONE
- ——— TV–MARKED CABLE TV LINE
- ——— FO–MARKED FIBER OPTIC
- 780 INDICATES EXISTING CONTOUR ELEVATION
- × 780.55 INDICATES EXISTING SPOT ELEVATION

DIGGERS HOTLINE TICKET NO. 20212411666 & OTHERS

THE UNDERGROUND UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED NOR CERTIFIED TO.

(P) INDICATES PIPE SIZES PER RECORD PLANS. OTHER PIPE SIZES ARE ESTIMATED. NO PIPE SIZES SHOULD BE RELIED UPON WITHOUT FURTHER VERIFICATION.



raSmith
CREATIVITY BEYOND ENGINEERING
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000
rasmith.com

APPENDIX 1

S:\5168486\dwg\168486 ENG.dwg, SHEET 2, 7/6/2021 12:51:38 PM, jpc

APPENDIX 2 – PHASING SITE PLAN

1 G002 PROJECT OVERALL PLAN
1/32" = 1'-0"

N

PROJECT SCOPE LEGEND

EXISTING STRUCTURES

0
- REMOVAL OF THE UNDERGROUND FUEL TANKS AND FUEL DISPENSERS. (3) NEW 10,000 GALLON ABOVE GROUND FUEL TANKS AND NEW DISPENSERS
- TANKS, DISPENSERS AND THE ENTIRE FUELING STATION SYSTEM TO BE RELOCATED TO THE LOCATION NOTED IN PHASE 1a

1a
- NEW VEHICLE STORAGE GARAGE ADDITION.
- RELOCATE FUELING STATION TO LOCATION SHOWN.
- DEMO EXISTING SALT / BIN STORAGE BUILDING AND BUILD NEW IN CONFIGUATION SHOWN.
- RELOCATE EXISTING BRINE TANKS ON NEW SUPPORT SLAB.
- MISCELLANEIOUS ALTERATION IN EXISTING GARAGE PER DRAWINGS.
- REMOVE EXISTING GENERATOR. PROVIDE NEW GENERATOR AND ELECTRICAL SERVICE AT LOCATION SHOWN ON ELECTRICAL DRAWING.
- NEW GENERATOR SOUND WALL
- SITE MODIFICATIONS PER CIVIL DRAWINGS.
- SIGN SHOP MECHANICAL UPGRADES

1b
- NEW VEHICLE STORAGE GARAGE ADDITION (SECOND PHASE)

2a
- NEW PRE-ENGINEERED WOOD FRAMED STORAGE BUILDING (SOUTH ADDITION) WITH METAL SIDING AND ROOF PANELS. PROFILE AND COLOR OF BUILDING TO MATCH EXISTING.
- NEW STORAGE MEZZANINE.
- NEW OPENING WITH OVERHEAD DOOR IN EXISTING STORAGE BUILDING.

2b
- EXISTING WASHBAY MODIFICATIONS.
- NEW CONCRETE SLAB, ADD A NEW UNDERCARRIAGE WASHING SYSTEM.
- PAINT THE INTERIOR CMU WALLS AND ADD AN INTERIOR LINER PANEL ABOVE THE CMU
- MECHANICAL / ELECTRICAL / PLUMBING MODIFICATIONS PER DRAWINGS.

2c
- NEW ENTRANCE EXTENSION ON EXISTING DOME SALT SHED

2d
- NEW PRE-ENGINEERED WOOD FRAMED STORAGE BUILDING (NORTH ADDITION) WITH METAL SIDING AND ROOF PANELS. PROFILE AND COLOR OF BUILDING TO MATCH EXISTING.

2e
- NEW STORAGE MEZZANINE IN EXISTING STORAGE BUILDING.

11/27/2023 9:39:24 AM

1.d

SEH

NOT FOR CONSTRUCTION

Project Owner

City of De Pere
Municipal Services Center Renovation
925 S Sixth St
De Pere, WI 54115

This drawing is an instrument of service and shall remain the property of Short Elliott Hendrickson, Inc (SEH). This drawing, concepts and ideas contained herein shall not be used, reproduced, revised, or retained without the express written approval of SEH.

Submission or distribution of this drawing to meet official or regulatory requirements or for purposes in connection with the project is not be construed as publication in derogation of any of the rights of SEH.

COPYRIGHT © 2023
Short Elliott Hendrickson, Inc.
All Rights Reserved

SEH Project	161454
Checked By	JRL
Drawn By	JRL

Project Status **Issue Date**

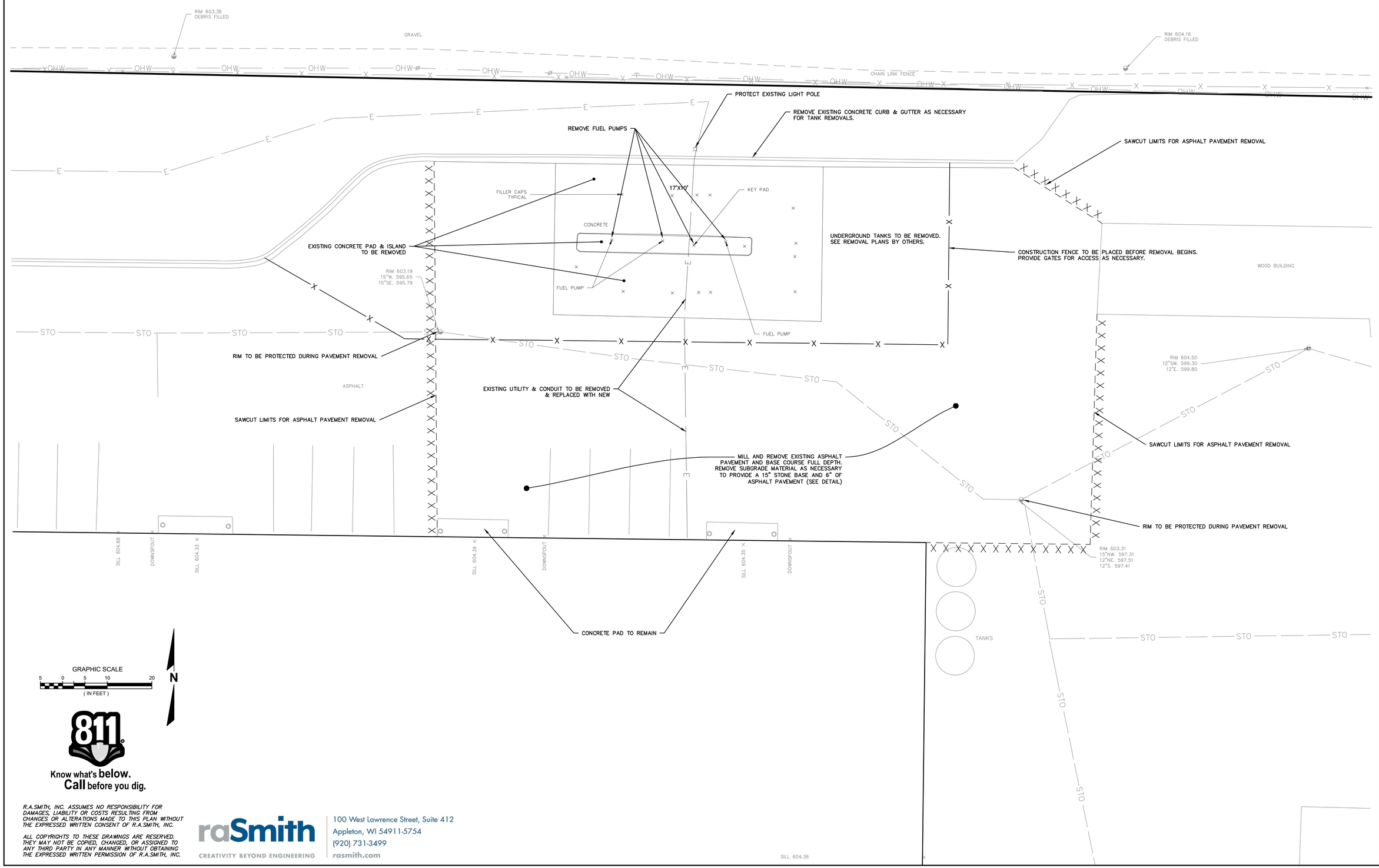
REVISION SCHEDULE

REV. #	DESCRIPTION	DATE

PROPOSED SITE PHASING PLAN

APPENDIX 2

APPENDIX 3 – TEMPORARY FUEL ISLAND PLANS



GRAPHIC SCALE
5 0 5 10 20
(IN FEET)

N

811
Know what's **below.**
Call before you dig.

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

ALL COPYRIGHTS TO THESE DRAWNGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

raSmith
CREATIVITY BEYOND ENGINEERING
100 West Lawrence Street, Suite 412
Appleton, WI 54911-5754
(920) 731-3499
rasmith.com

SEH

NOT FOR CONSTRUCTION

Project Owner

City of DePere
FUEL STATION REPLACEMENT
925 S. Sixth Street
DePere, WI 54115

This drawing is an instrument of service and shall remain the property of Short Elliott Hendrickson, Inc. (SEH). This drawing, concepts and ideas contained herein shall not be used, reproduced, revised, or retained without the express written approval of SEH.

Submission or distribution of this drawing to meet official or regulatory requirements or for purposes in connection with the project is not be construed as publication in derogation of any of the rights of SEH.

COPYRIGHT © 2021
Short Elliott Hendrickson, Inc.
All Rights Reserved

SEH Project	161454
Checked By	BH
Drawn By	RMM

Project Status **Issue Date**

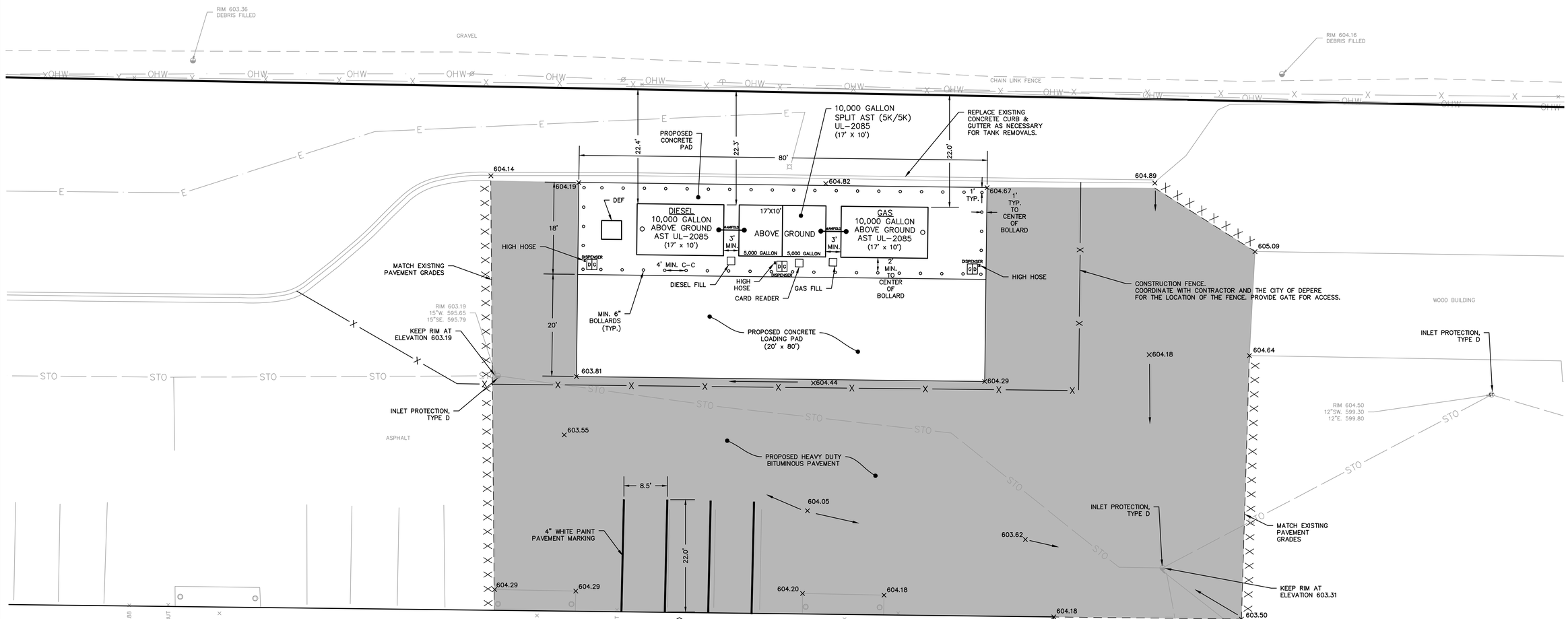
10-24-2023

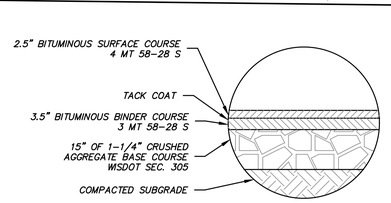
REVISION SCHEDULE

REV. #	DESCRIPTION	DATE

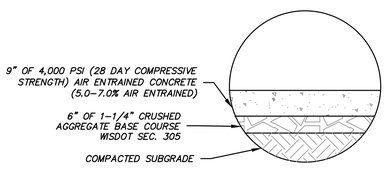
EXISTING FUEL PUMP REMOVAL PLAN

APPENDIX 3

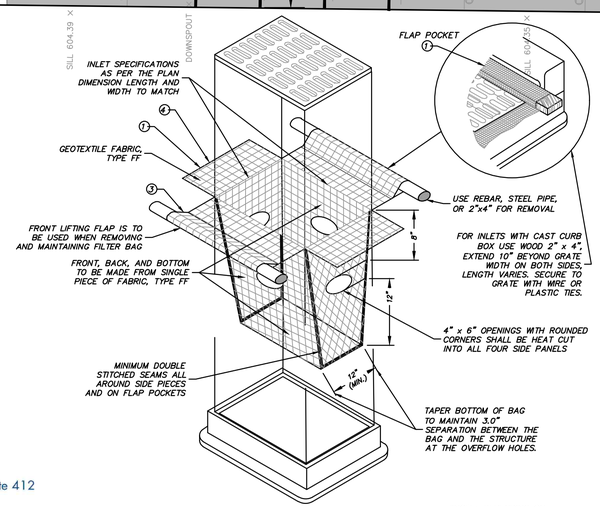




BITUMINOUS PAVEMENT (HEAVY DUTY)



CONCRETE PAVEMENT SECTION



INLET PROTECTION, TYPE D
(CAN BE INSTALLED IN ANY INLET TYPE WITH OR WITHOUT A CURB BOX AS PER NOTE 2)

*NOTE: DEPENDING ON EXPOSED SOIL TEXTURE, TYPE D-M OR TYPE D-HR INLET PROTECTION MAY BE USED IN PLACE OF TYPE D.

GRAPHIC SCALE
5 0 5 10 20
(IN FEET)

N

811
Know what's **below.**
Call before you dig.

R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC.

ALL COPYRIGHTS TO THESE DRAWNGS ARE RESERVED. THEY MAY NOT BE COPIED, CHANGED, OR ASSIGNED TO ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.

raSmith
CREATIVITY BEYOND ENGINEERING
100 West Lawrence Street, Suite 412
Appleton, WI 54911-5754
(920) 731-3499
rasmith.com

SEH

NOT FOR CONSTRUCTION

Project Owner

FUEL STATION REPLACEMENT

City of DePere
925 S. Sixth Street
DePere, WI 54115

This drawing is an instrument of service and shall remain the property of Short Elliott Hendrickson, Inc. (SEH). This drawing, concepts and ideas contained herein shall not be used, reproduced, revised, or retained without the express written approval of SEH.

Submission or distribution of this drawing to meet official or regulatory requirements or for purposes in connection with the project is not be construed as publication in derogation of any of the rights of SEH.

COPYRIGHT © 2021
Short Elliott Hendrickson Inc.
All Rights Reserved

SEH Project	161454
Checked By	BH
Drawn By	RMM

Project Status	Issue Date
	10-24-2023

REVISION SCHEDULE

REV. #	DESCRIPTION	DATE

PROPOSED FUEL TANK INSTALLATION SITE PLAN

APPENDIX 3

PROPERTY DESCRIPTION FOR ZONING MAP AMENDMENT PURPOSES

PARCEL WD-142

7.477 AC M/L

ASSESSOR'S PLAT OF W DEPERE PCL D OF LOT 166

PARCEL WD-144-1-1

15,081 SQ FT

LOT 1 OF 49 CSM 36 BNG PRT OF LOT 167 OF ASSESSORS PLAT OF NICOLET

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Ordinance #24-05 Approving a Zoning Map Amendment from PI-1 Neighborhood Public & Institutional District to PI-2 Campus Public & Institutional District (Parcels WD-142 and WD-144-1-1; 925 South Sixth Street and 500 Block Lande Street).**

ATTACHMENTS:

- Ord24-05 (PDF)

ORDINANCE #24-05
APPROVING ZONING MAP AMENDMENT FROM PI-1 NEIGHBORHOOD PUBLIC & INSTITUTIONAL DISTRICT TO PI-2 CAMPUS PUBLIC & INSTITUTIONAL DISTRICT
(Parcels WD-142 and WD-144-1-1; 925 South Sixth Street and 500 Block Lande Street)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the property described below, initiated pursuant to §14-122 of the De Pere Municipal Code (DPMC) and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 5th day of March, 2024 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, does ordain as follows:

Section 1. That the following described property:

WD-142:
7.477 AC M/L
ASSESSOR'S PLAT OF W DEPERE PCL D OF LOT 166

WD-144-1-1:
15,081 SQ FT
LOT 1 OF 49 CSM 36, MAP NO 7213, RECORDED AS DOCUMENT NO. 2160178, BNG PRT OF LOT 167 OF ASSESSORS PLAT OF NICOLET

shall be and the same is hereby rezoned from the present zoning classification of PI-1 Neighborhood Public & Institutional District to PI-2 Campus Public & Institutional District as set forth in and regulated by the provisions of Chapter 14, Article V Special Districts and the

permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-72 De Pere Zoning Code, with approval of the corresponding Master Plan, conditioned upon compliance with the provisions of Chapter 14, DPMC.

Section 2. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 3. All other ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 1/22/2024
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public Hearing on a Conditional Use Request for Landscape Materials and Supplies at Parcel WD-L281-1, 2108 Lawrence Drive.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**A. Notice of Public Hearing.**

ATTACHMENTS:

- Public Hearing Notice_Conditional Use_3-5-24 mtg_Class 2 (PDF)

Publish: February 16, 2024 and February 23, 2024 in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, March 5, 2024** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a landscape materials and supplies conditional use at the following property:

Parcel WD-L281-1, 2108 Lawrence DR, approximately 418.0 feet north of the Lawrence DR and Southbridge RD intersection.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A map of the proposed conditional use site is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 23rd day of January, 2024.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**B. Recommendation from Plan Commission.**

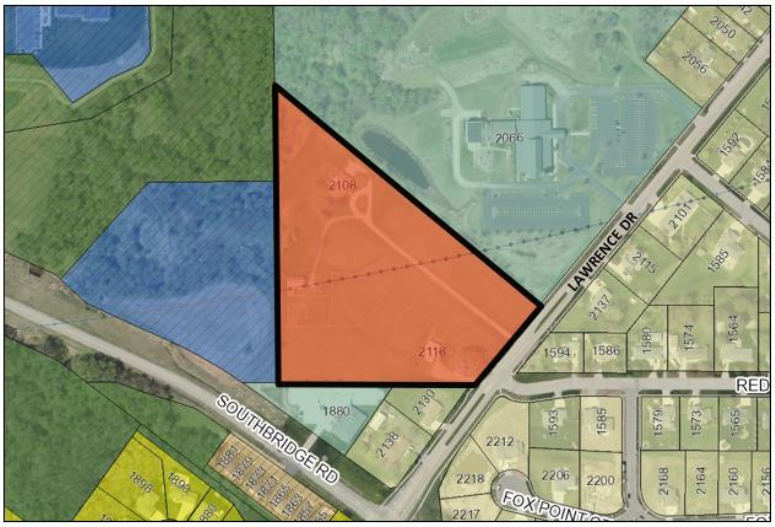
On January 22, 2024, Plan Commission unanimously recommended approval of the conditional use, with conditions, by a vote of 6-0.

ATTACHMENTS:

- PC Report - CUP (PDF)
- Application Form (PDF)
- Petitioner Provided Supplemental Regulations Document - 17 Jan 2024 (PDF)
- Concept Site Plan - 17 Jan 2024 (PDF)
- Legal Description (PDF)

Item 6: Consideration and possible action for a conditional use of landscape materials and supplies use in a C (Commercial) District at 2108 Lawrence DR (Parcel WD-L281-1).*

SITE MAP



REQUESTED ACTION: Conditional use request.

COMMON DESCRIPTION: 2108 Lawrence DR, located north and west of the Lawrence DR and Southbridge RD intersection.

SURROUNDING LAND USES: Religious and non-secular assembly (PI-1) to the north.
Religious and non-secular assembly (PI-1) and detached houses (R1-80) to the south.
Detached houses (R1-80) to the east.
Developing office (O PDD) and natural areas (CON PDD) to the west.

COMPREHENSIVE PLAN: Business Park.

APPLICANT / OWNER: Property Owner
Crosspoint Church INC
ATTN: Jerry Lewin, Lead Pastor
1880 Southbridge RD
De Pere, WI 54115

LAND USE HISTORY: After a review of air photographs, two residences were developed on the property in the 1940's and 1980's. Agricultural uses predate annexation into the City.

STAFF REVIEW: When reviewing a conditional use request, staff and Plan Commission consider the following:

- Six review criteria and standards, from Zoning Ordinance 14-123(9), are required for all conditional use requests. The criteria are listed below with the petitioner's responses from the application form.

- Ten supplemental regulations, from Zoning Ordinance 14-73(13)(d)2, are specifically for landscape materials and supplies uses. The criteria are listed below with the petitioner's responses from a separate document

Conditional Use Review Criteria and Standards

1. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare;

   Petitioner's response: Green Bay Nursery has been operating safely for 70 years in the Military Road Business District adjacent to a neighborhood in the heart of Green Bay. There are no changes to the business that would endanger the public health, safety or general welfare of the residents of De Pere.

2. That the uses, values and enjoyment of surrounding properties for purposes already permitted in the district will be not be substantially impaired or diminished by the establishment, maintenance or operation of the proposed conditional use;

   Petitioner's response: The value and enjoyment for neighbors should increase by the aesthetic view of beautiful shrubs, bushes, and trees. Neighbors will be able to walk their dogs on the paths within the nursery. Lawrence DR is already a busy street so to say it would cause a substantial increase in traffic would be false but it would add a bit to the traffic.

3. That establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district;

   Petitioner's response: Green Bay Nursery should aid rather than impede development by offering a place to purchase plants, shrubs, and trees to better beautify the surrounding properties and housing developments nearby.

4. That adequate utilities, access roads, drainage and other necessary improvements have been or are being provided;

   Petitioner's response: Green Bay Nursery will work with appropriate civil engineers and the various departments of the City of De Pere to satisfy necessary utilities, an appropriate access apron, and drainage.

5. That adequate measures have been or will be taken to provide ingress and egress that will minimize on- and off-site traffic congestion; and

   Petitioner's response: Green Bay Nursery will work with a civil engineer and various departments of the City of De Pere to have appropriate ingress and egress to the property. We have already closed off the southern entry point to the property in our site plan because of lack of commercial distance necessary to driveway.

6. That the conditional use complies with all other applicable regulations of this zoning ordinance.

   Petitioner's response: We are cooperating with the new Zoning Code for Landscaping & Supplies section of the new Zoning Code adopted by the

De Pere Council in December 2023. We have attended all meetings of the Planning Commission and De Pere Common Council in the adopting of these Landscaping & Supply ordinances.

Conditional Use Supplemental Regulations

a. Hours of operation are limited to 7:30 a.m. to 7:30 p.m.

Petitioner's response: Green Bay Nursery Hours will be from 8:00am - 6:00 pm as they have been for years in their Green Bay Location.

b. Hours of operation for the moving of sand, soil, and aggregates are limited to 9:00 a.m. to 5:00 p.m.

Petitioner's response: Green Bay Nursery will limit hours of moving soil & mulch from 9:00am-5:00pm. We will not sell aggregates on site. Aggregates we sell will be delivered from our wholesalers.

c. Storage areas for sand, soil, aggregates, and similar materials must be set back at least 200 feet from R-zoned lots within the City of De Pere and at least 100 feet from street rights-of-way.

Petitioner's response: Bin Block storage areas are 253 ft from Lawrence Dr. & 200 feet from 2130 Lawrence Dr. the closest R Zoned lot.

d. Outdoor storage of dead plants, trees, logs, and stumps is prohibited.

Petitioner's response: We dispose of dead plants after each job. Green Bay Nursery does not handle trees larger that starter trees. We do not haul or handle logs or stumps whatsoever.

e. Outdoor storage of sand, soil, aggregates, and other materials must be screened from view by an opaque fence, wall or berm that is at least 6' high. Chain-link, hardware cloth, and untreated wood are not permitted.

Petitioner's response: Soil and Mulch will be stored in Bin Block Storage areas that are 6 feet high.

f. Outdoor storage of landscaping vehicles and equipment must be screened in accordance with the trucking and transportation terminal regulations of 14-89(2).

Petitioner's response: Trucks will be stored in the rear of our 10.7 acre property walled off by 4 foot berms with juniper trees on top and surrounded by beautiful horse corral fences 5 feet high.

g. Outdoor storage of semi-trailers is prohibited.

Petitioner's response: Green Bay Nursery does not own, lease, rent or store semi-trailers.

h. Outdoor storage of living plants and trees for sale does not require screening.

Petitioner's response: Green Bay Nursery does sell all kinds of annual plants, shrubs & bushes of all sizes and starter trees. These will be kept

on the open areas with walking paths for sale as they have done for the past 70 years.

i. Living plants and trees for sale must be located outside of all required setbacks.

Petitioner's response: Setback from Lawrence Dr. for the sale of bushes, trees is 97ft. from the sidewalk of Lawrence Dr. And neighboring St. Marks Church is 10 feet due to their Institutional Zoning & from neighboring R Zoned lot is 60 feet.

j. Vehicles and equipment with backup alarms must use only low-frequency back-up alarms that meet OSHA safety standards.

Petitioner's response: All Green Bay Nursery Vehicles are OSHA Compliant regarding back up alarms and come from a previous neighborhood setting in Green Bay. Green Bay nursery will change any current alarms to low frequency according to OSHA if not that way already.

Staff Review Summary

The C District zoned property may allow a landscape materials and supplies use if a conditional use is successfully approved. Specific conditions must be adhered to. If any conditions are violated, the city may retract the conditional use and the use must cease. Thus, it is extremely important that the petitioner, and future property owners, are aware of all the conditions that are included with an approved conditional use, in addition to Zoning Ordinance regulations.

All conditions that the petitioner has agreed to are listed within the 'Staff Recommendation' section of this report.

NEIGHBOR OUTREACH

All property owners within 300 feet of the subject area have been notified of the application via mail.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the conditional use request for a for a landscape materials and supplies use in a C (Commercial) District at 2108 Lawrence DR, subject to the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

2. Compliance with the following conditional use supplemental regulations and utilizing the petitioner's responses in this report and the petitioner provided supplemental regulations document to comply:

   a. Hours of operation are limited to 8:00 a.m. to 5:00 p.m., exceeding conditional use minimum regulations, per petitioner.

   b. Hours of operation for the moving of sand, soil, and aggregates are limited to 9:00 a.m. to 5:00 p.m.

c. Storage areas for sand, soil, aggregates, and similar materials must be set back at least 200 feet from R-zoned lots within the City of De Pere and at least 100 feet from street rights-of-way.

d. Outdoor storage of dead plants, trees, logs, and stumps is prohibited.

e. Outdoor storage of sand, soil, aggregates, and other materials must be screened from view by an opaque fence, wall or berm that is at least 6' high. Chain-link, hardware cloth, and untreated wood are not permitted.

f. Outdoor storage of landscaping vehicles and equipment must be screened in accordance with the trucking and transportation terminal regulations of 14-89(2).

g. Outdoor storage of semi-trailers is prohibited.

h. Outdoor storage of living plants and trees for sale does not require screening.

i. Living plants and trees for sale must be located outside of all required setbacks.

j. Vehicles and equipment with backup alarms must use only low-frequency backup alarms that meet OSHA safety standards.

Planning/Zoning Application

Planning & Zoning Department

Submitted On:
Jan 1, 2024, 02:02PM EST

Parcel Number: (Include ALL parcels)	WD-L281-1
Nearest property address to the project site:	**Street Address:** 2108 Lawrence Dr. **City:** De Pere **State:** WI **Zip:** 54115
Check each project type that is being applied for:	Conditional Use
What is the conditional use for?	Commercial Service
A Conditional Use request requires a detailed narrative (project description) and site plan graphics. For the detailed narrative, would you prefer to attach a PDF document or enter the information directly into this application form?	Enter detailed narrative into the application form
1. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare.	Green Bay Nursery has been operating safely for 70 years in the Military Road Business District adjacent to a neighborhood in the heart of Green Bay. There are no changes to the business that would endanger the public health, safety or general welfare of the residents of De Pere.
2. That the uses, values and enjoyment of surrounding properties for purposes already permitted in the district will be not be substantially impaired or diminished by the establishment, maintenance or operation of the proposed conditional use.	The value and enjoyment for neighbors should increase by the aesthetic view of beautiful shrubs, bushes, and trees. Neighbors will be able to walk their dogs on the paths within the nursery. Lawrence Dr. is already a busy street so to say it would cause a substantial increase in traffic would be false but it will add a bit to traffic.
3. That establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district.	Green Bay Nursery should aid rather than impede development by offering a place to purchase plants, shrubs, and trees to better beautify the surrounding properties and housing developments nearby.
4. That adequate utilities, access roads, drainage and	Green Bay Nursery will work with appropriate civil e[illegible]he

other necessary improvements have been or are being provide.	various Departments of the City of De Pere to satisfy necessary utilities, an appropriate access apron, and drainage. 1.b
5. That adequate measures have been or will be taken to provide ingress and egress that will minimize on- and off-site traffic congestion.	Green Bay Nursery will work with a civil engineer and various departments of the City of De Pere to have appropriate ingress and egress to the property. We have already closed off the southern entry point to the property in our site plan because of lack of commercial distance necessary to driveway.
6. That the conditional use complies with all other applicable regulations of this zoning ordinance.	We are cooperating with the new Zoning Code for Landscaping & Supplies section of the new Zoning code adopted by the De Pere Council in December 2023. We have attended all meetings of the Planning Commission and De Pere Common Council in the adopting of these Landscaping & Supply ordinances.
Finally, provide details that will help with decisionmaking about the operation of the use. Include hours and days of operations, seasonal operation, shipment/delivery requirements and hours, parking requirements, drop-off zones, queuing lines, height oand width of existing and new structures (for wireless telecommunications, site plan details, etc.	Green Bay Nursery will operate with same hours as it has for the past 20 years from 8 am-6 pm, Monday through Saturday. Closed on Sundays. The business will only operate Landscaping Design Services in January & February as the Nursery will be shut down during those months. Deliveries & shipments will be made between the hours of 9 am & 5 pm. An asphalt parking lot will be built on the property & and a rear drop-off paved area for shipments to be recievied. See Site Plan for all addtional detail.
Please attach a SITE PLAN GRAPHIC that details the Conditional Use location.	Nursery Site Plan Dropped Off.docx
De Pere Zoning Districts:	C
Existing Site Land Uses:	Undeveloped/Vacant/Agricultural
Proposed Site Land Uses:	Commercial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a pre-consultation meeting?	Yes
Property Owner:	**First Name:** Crosspoint **Last Name:** Church
Is the property owner's address the same as the nearest property address?	Yes
Property Owner's Phone Number:	920-366-7113
Property Owner's Email Address:	geraldlewin@gmail.com

Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	**First Name:** Jerry **Last Name:** Lewin
Authorized Representative's Business Name:	Crosspoint Church
Authorized Representative's Phone Number:	920-366-7113
Authorized Representative's Email Address:	geraldlewin@gmail.com
How do you plan on paying for your application?	Online with a credit card
Total Due:	$350.00
Signature Data	First Name: Jerry Last Name: Lewin Email Address: geraldlewin@gmail.com Signed at: January 1, 2024 1:59pm America/New_York
User's Session Information	IP Address: 74.213.212.37 Referrer URL:

Supplemental Regulations For
Landscape Materials and Supplies
Conditional Use Permit Request
2108 Lawrence DR, De Pere WI

a) Hours of operation are limited to 7:30a.m. to 7:30 p.m.

Green Bay Nursery Hours will be from 8:00am - 6:00 pm as they have been for years in their Green Bay Location.

b) Hours of operation for the moving of sand, soil, and aggregates are limited to 9:00 a.m. to 5:00 p.m.

Green Bay Nursery will limit hours of moving soil & mulch from 9:00am-5:00pm. We will not sell aggregates on site. Aggregates we sell will be delivered from our wholesalers.

c) Storage areas for sand, soil, aggregates, and similar materials must be set back at least 200 feet from R-zoned lots within the City of De Pere and at least 100 feet from street rights-of-way.

Bin Block storage areas are 253 ft from Lawrence Dr. & 200 feet from 2130 Lawrence Dr. the closest R Zoned lot.

d) Outdoor storage of dead plants, trees, logs, and stumps is prohibited.

We dispose of dead plants after each job. Green Bay Nursery does not handle trees larger that starter trees. We do not haul or handle logs or stumps whatsoever.

e) Outdoor storage of sand, soil, aggregates, and other materials must be screened from view by an opaque fence, wall or berm that is at least 6’ high. Chain-link, hardware cloth, and untreated wood are not permitted.

Soil and Mulch will be stored in Bin Block Storage areas that are 6 feet high.

f) Outdoor storage of landscaping vehicles and equipment must be screened in accordance with the trucking and transportation terminal regulations of 14-89(2).

Trucks will be stored in the rear of our 10.7 acre property walled off by 4 foot berms with juniper trees on top and surrounded by beautiful horse corral fences 5 feet high

g) Outdoor storage of semi-trailers is prohibited.

Green Bay Nursery does not own, lease, rent or store semi-trailers.

h) Outdoor storage of living plants and trees for sale does not require screening.

Green Bay Nursery does sell all kinds of annual plants, shrubs & bushes of all sizes and starter trees. These will be kept on the open areas with walking paths for sale as they have done for the past 70 years.

i) Living plants and trees for sale must be located outside of all required setbacks.

Setback from Lawrence Dr. for the sale of bushes, trees is 97ft. from the sidewalk of Lawrence Dr. And neighboring St. Marks Church is 10 feet due to their Institutional Zoning & from neighboring R Zoned lot is 60 feet.

j) Vehicles and equipment with back-up alarms must use only low frequency back-up alarms that meet OSHA safety standards.

All Green Bay Nursery Vehicles are OSHA Compliant regarding back up alarms and come from a previous neighborhood setting in Green Bay. Green Bay nursery will change any current alarms to low frequency according to OSHA if not that way already.

.

2300 Lawrence Dean Dr, Pine, 54115
154'
32'
PARKING LOT
120' x 180'
PARKING LOT
120' x 180'
SIGN
75' x 20' = 1,440
10'
95'
253'
122'
253'
92'
27'
68'
32'
EX. SHED
SALES OFFICE
EX. BARN
200'
152'
SCREENING FENCE
SCREENING FENCE
SCALE 1" = 30'

PROPERTY DESCRIPTION FOR CONDITIONAL USE PERMIT PURPOSES

PARCEL WD-L281-1

10.717 AC M/L PRT SW1/4 SE1/4 SEC 31 T23N R20E COM S1/4 COR E 672.3 FT TO C/L HWY N39*32'E 291 FT N 50*28'W 1119.5 FT S 936.5 FT TO BEG EX PCL 7 OF 1 TPP 155

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**C. Resolution #24-17 Authorizing and Approving a Conditional Use of Landscape Materials and Supplies in a C (Commercial) District (Parcel WD-L281-1; 2108 Lawrence Drive).**

ATTACHMENTS:

- Reso24-17 (PDF)

RESOLUTION #24-17

AUTHORIZING AND APPROVING A CONDITIONAL USE OF LANDSCAPE MATERIALS AND SUPPLIES IN A C (COMMERCIAL) DISTRICT
(Parcel WD-L281-1; 2108 Lawrence Drive)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 5th day of March, 2024 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

1. The Common Council hereby finds and determines that an application for a Conditional Use has been made by a party in interest meeting the requirements of §14-123, De Pere Municipal Code (DPMC); and
2. The standards relating to the conditional use as set forth in DPMC §14-73(13)(d)2 and §14-123(9) have been or will be complied with; and
3. The Common Council does therefore pursuant to DPMC §14-123(8)authorize and grant a conditional use as provided at DPMC §14-73(13)(d), for purposes of permitting the use of landscape materials and supplies within a C (Commercial District) located at 2108 Lawrence Drive, Parcel WD-L2281-1, as shown on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1); and
4. This authorization is further subject to compliance with any other terms and conditions of the Plan Commission, including all of the following conditions:
    a. Hours of operation are limited to 8:00 a.m. to 5:00 p.m., exceeding conditional use minimum regulations, per petitioner.
    b. Hours of operation for the moving of sand, soil, and aggregates are limited to 9:00 a.m. to 5:00 p.m.

c. Storage areas for sand, soil, aggregates, and similar materials must be set back at least 200 feet from R-zoned lots within the City of De Pere and at least 100 feet from street rights-of-way.
d. Outdoor storage of dead plants, trees, logs, and stumps is prohibited.
e. Outdoor storage of sand, soil, aggregates, and other materials must be screened from view by an opaque fence, wall or berm that is at least 6' high. Chain-link, hardware cloth, and untreated wood are not permitted.
f. Outdoor storage of landscaping vehicles and equipment must be screened in accordance with the trucking and transportation terminal regulations of 14-89(2).
g. Outdoor storage of semi-trailers is prohibited.
h. Outdoor storage of living plants and trees for sale does not require screening.
i. Living plants and trees for sale must be located outside of all required setbacks.
j. Vehicles and equipment with backup alarms must use only low-frequency backup alarms that meet OSHA safety standards; and

5. Compliance with all requirements of Chapter 14, De Pere Municipal Code.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 01/22/2024

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**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 Common Council. §6-3(f) DPMC.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to accept a $500 donation from De Pere Optimist Club for Egg Hunt.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved accepting a donation of $500 from the De Pere Optimist Club for the Easter Egg Hunt. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:

- Easter Egg Hunt 2024 - Optimist Club Donation (PDF)

CITY OF DE PERE

Community Center | Recreation Department

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

Memorandum

To: Board of Park Commissioners

From: Mandi Baker, Recreation Coordinator

Date: February 5, 2024

Re: Approval to Accept Optimist Club of De Pere Easter Egg Hunt Donation

---

This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of $500 from the Optimist Club of De Pere for our Department's annual Easter Egg Hunt, which will be held on Saturday, March 30, 2024. The funds from this donation cover partial event costs including prizes and candy.

The Optimist Club of De Pere would be recognized as a sponsor of the event with their name on our flyers and social media posts. The De Pere Optimist Club has been a long-time sponsor of our Easter Egg Hunt, not only financially but also providing volunteers to work at the event. They are wonderful to work with and we are grateful for their contributions each year.

Thank you for your time and consideration.

Donation Information:
From: Optimist Club of De Pere
c/o Peter Mickelson, Secretary/Treasurer
To: De Pere Parks & Recreation Department
For: Easter Egg Hunt
Amount: $500

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to accept a $250 donation from De Pere Mens Club for Senior Picnic.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved accepting a $250 donation from the De Pere Men's Club for the Senior Picnic. The motion passed unanimously, with a 4-0 vote.

ATTACHMENTS:

- Senior Picnic 2024 - De Pere Area Men's Club Donation (PDF)

CITY OF DE PERE

Community Center | Recreation Department

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

Memorandum

To: Board of Park Commissioners

From: Mandi Baker, Recreation Coordinator

Date: January 31, 2024

Re: Approval to Accept De Pere Men's Club Senior Picnic Donation

---

This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of $250 from the De Pere Men's Club for our annual Senior Citizen's Picnic. The funds from this donation help cover the food costs for the lunch portion of the event.

The De Pere Area Men's Club would be recognized as a sponsor of the event with their name on our flyers and social media posts. The De Pere Men's Club has been a long-time sponsor of this event, both financially and providing volunteers for the event. They are instrumental in preparing and making the delicious booyah that is served at this event – we couldn't do it without them!

Thank you for your time and consideration.

Donation Information:

From: De Pere Men's Club
c/o Jack Driscoll, President

To: De Pere Parks & Recreation Department

For: Senior Picnic

Amount: $250.00

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to accept a $250 donation from De Pere Area Men's Club for Easter Egg Hunt.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved accepting a $250 donation from the De Pere Men's Club for the Easter Egg Hunt. The motion was approved unanimously with a 4-0 vote.

ATTACHMENTS:

- Easter Egg Hunt 2024 - De Pere Area Men's Club Donation (PDF)

CITY OF DE PERE

Community Center | Recreation Department

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

Memorandum

To: Board of Park Commissioners

From: Mandi Baker, Recreation Coordinator

Date: January 31, 2024

Re: Approval to Accept De Pere Area Men's Club Easter Egg Hunt Donation

---

This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of $250 from the De Pere Men's Club for our Department's annual Easter Egg Hunt, which will be held on Saturday, March 30, 2024. The funds from this donation cover partial event costs including prizes and candy.

The De Pere Area Men's Club would be recognized as a sponsor of the event with their name on our flyers and social media posts. The Men's Club has been a long-time sponsor of our Easter Egg Hunt, not only financially but also providing volunteers to work at the event. We are very grateful for their assistance each year!

Thank you for your time and consideration.

Donation Information:
From: De Pere Area Men's Club
c/o Jack Driscoll, President
To: De Pere Parks & Recreation Department
For: Easter Egg Hunt
Amount: $250.00

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to accept a $250 donation from De Pere Area Men's Club for Summer Carnival.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved accepting a $250 donation from the De Pere Area Men's Club for the Summer Carnival. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:

- Summer Carnival 2024 - De Pere Area Men's Club Donation (PDF)

CITY OF DE PERE

Community Center | Recreation Department

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

Memorandum

To: Board of Park Commissioners

From: Mandi Baker, Recreation Coordinator

Date: January 31, 2024

Re: Approval to Accept De Pere Men's Club Summer Carnival Donation

---

This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of $250 from the De Pere Area Men's Club for the Department's annual Summer Carnival, which will be held on August 7, 2024. The funds from this donation cover partial event costs including staffing, staff lunch, prizes, and candy.

The De Pere Area Men's Club would be recognized as a sponsor of the event with their name on our flyers and social media posts. The Men's Club has been a long-time sponsor of our Summer Carnival, donating money for prizes as well as providing volunteers to work at the carnival. We greatly appreciate all their time and support of our events!

Thank you for your time and consideration.

Donation Information:
From: De Pere Men's Club
c/o Jack Driscoll, President
To: De Pere Parks & Recreation Department
For: Summer Carnival
Amount: $250.00

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to approve Kay Distributing as beer distributor for 2024 Beer Gardens.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved Kay Distributing as the Beer Distributor for the 2024 Beer Gardens. The motion was approved unanimously with a 4-0 vote.

ATTACHMENTS:

- Beer Distributor Recommendation - 2024 Beer Gardens (PDF)

CITY OF DE PERE

Community Center | Recreation Department

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

To: Board of Park Commissioners

From: Paula Rahn, Recreation Superintendent

Date: February 8, 2024

Re: Recommendation for Beer Distributor at 2024 Beer Gardens

Recently staff sent out requests for proposals to local beer distributors for the purpose of contracting with one distributor for our De Pere Beer Gardens. We only received information and interest back from one of them, which was Kay Distributing.

Staff have enjoyed working with Kay Distributing as they have been our beer distributor since the inception of our beer gardens. They are local, represent 5 different breweries within Brown County and an additional 8 breweries within the state of Wisconsin., provide marketing materials such as posters, flyers, and menu boards at no cost, provide pop up tents at no cost and provide on-site support service when called.

Staff recommends going with Kay Distributing as our Beer Distributor for the 2024 season. Thank you for your time and consideration.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to approve Change Order #7 in the amount of $5,671.00 for the Nelson Family Pavilion.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved change order #7, in the amount of $5,671.00 for the Nelson Family Pavilion. The motion was approved unanimously with a 4-0 vote.

ATTACHMENTS:

- NFP Change Order #7 (PDF)

SECTION 00 63 63
CHANGE ORDER

No. 7

Date of Issuance: February 6, 2024 Effective Date: 2/6/2024

Owner: City of De Pere

Project: Nelson Family Pavilion

Contractor: IEI General Contractors Date of Contract: September 7, 2023

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Add chase and pull string for card reader and electric strike power on door 100A ($3,132.00)
Add low voltage jack and outlet on west wall of multi pupose room for TV ($2,539.00)

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price: $1,518,281.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No: 6
$155,041.57

Contract Price prior to this Change Order:
$1,673,322.57

Increase of this Change Order:
$5,671.00

Contract Price incorporating this Change Order:
$1,678,993.57

CHANGE IN CONTRACT TIMES:

Original Contract Times:
☐ Working Days ☐ Calendar Days

Substantial Completion (days or date):

Ready for Final Payment (days or date):

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A

Substantial Completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:
Substantial Completion (days):
Ready for final payment (days):

[Increase] [Decrease] of this Change Order:
Substantial Completion (days):
Ready for final payment (days):

Contract Times with all approved Change Orders:
Substantial Completion (days):
Ready for final payment (days):

ACCEPTED:	ACCEPTED:
By:	By:
Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to approve Camp Summer swimming adjustment.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved recommended option 2 with the West camp kids and staff entering the VFW pool ½ hour earlier than open swim hours twice a week. The motion was approved unanimously with a 4-0 vote.
Please see attached memo.

ATTACHMENTS:

- Park Board Memo - Camp Summer Swimming Adjustment (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Chelsea Moberg & Cindy Lee
Date: 1/29/2024
RE: Camp Summer Swimming Adjustment

After internal review, staff have found the camp programs use of VFW pool to be challenging in safety, capacity levels, and general PR. Staff recommends adjusting the schedule for camp swimming on the West side to one of the noted options below.

Challenges:

- **Safety**: VFW Aquatic Facility has a significant number of features with a sudden plunge into deep water. It also has significant visibility challenges for the supervising camp staff. Both camp staff and aquatic staff have voiced concerns about visibility.
- **Capacity**: Often camp attendance would put VFW at or near capacity for the first few hours of the day.
- **Public Relations:** Many guests were frustrated with being passed by the camp groups while waiting in line for admissions.

Existing Plan

Camp swims twice a week, typically on Tuesday and Thursday. Swimming stipend: $50/week/side (adjusted if pool isn't open the first week or if there are other issues). Summer 2023 we would have West side camp enter through a side gate to avoid the congestion/animosity at the front door area, especially on super busy days. We swim 1-2:45 pm (pool check).

Adjusted Plan Options

- **Option 1:** All camps swim at Legion Pool
  - **Budget:** Potential of $2,500 in total busing costs. Some cushioning exists within the camp budget for additional busing but won't be confirmed until field trips are finalized.
  - **Safety:** Staff safety concerns would be addressed fully. Legion pool has excellent visibility.
  - **Capacity:** This is unlikely to put Legion at capacity and may help reduce the wait for general users at VFW.
- **Option 2:** West camps swim 12:30 – 2:00 PM at VFW twice a week
  - **Budget:** Potential of $2,210 in additional staffing costs at VFW. (10 total hours)
  - **Safety:** Some safety concerns would be addressed by allowing our camp to be the only users for 30 minutes. Once the public entered the facility those concerns would be an issue again.
  - **Capacity:** Only being at open swim for an hour will reduce the wait time if VFW does reach capacity due to camp usage.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to approve pool party rates.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved the staff recommended pool party rates. The motion was approved unanimously with a 4-0 vote.
Please see attached memo.

ATTACHMENTS:

- Park Board Memo - Pool Party Rates (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Chelsea Moberg
Date: 1/29/2024
RE: Pool Party Rates

Staff recommend the following fee structure and services addition for 2024 pool parties. In 2023 the Park Board approved the concept of pool parties. After reviewing other municipalities offering similar options staff prepared this plan to implement pool parties this summer.

Thank you for your time and consideration.

Parties - Budget Affect: Positive. By offering this during lower attendance periods without incurring additional staffing costs any birthday party sales will be purely additional revenue.
Meals - Budget Affect: Minimal. We are offering up to a 10% discount on concessions items through the meal add-on option. This equates to a maximum of $0.75 per meal that is discounted ($12-$15 in total for each package range). Depending on the items chosen, the discounted amount would be less.
Potential General Attendance Issues: Minimal. We are only offering these during our evening open swim times (6:00 – 8:00 PM) which have had historically lower attendance than regular open swim (1:00 – 5:00 PM). Per on site pool management, we don't hit capacity during evening open swim times.

Detailed Description:

During regular evening open swim times (6:00 – 8:00 PM) limited pool party reservations are available at both locations. This includes guaranteed admission for your group of up to 20 attendees & full facility access during open swim time. Meal options are available at both locations and a party room is available at VFW for additional fees.

Meals Include:
Choice of (1) in each category per meal Hot Food ($4 or less), Small Snack ($1.50 or less), Small Drink ($2 or less). Each location will have variability in their inventory. Additional information on regular concession items offered for this season will be made available prior to the rental time.

- Hot foods typically include pretzels with or without cheese, nachos with cheese, hotdog bagel bites
- Small snacks typically include chips, trail mix, small snack cookies or crackers, or "giant" freeze pops
- Small drinks typically include bottled water and Gatorade/Gatorade zero

Pool Party Packages				
Attendees	**Legion Pool Party Package**	**VFW Pool Party Package**	**Meal Add On:**	**Party Room (VFW Only)**
1-12	$60	$84	+$81	+$30/hour
13-20	$100	$140	+$135	+$30/hour
Additional guests	$5 ea	$7 ea	+$6.75 ea	+$30/hour

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to approve Syble Hopp aquatic fees adjustment.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved the staff recommended Syble Hopp aquatic fee adjustments. The motion passed unanimously with a 4-0 vote.
Please see attached memo.

ATTACHMENTS:

- Park Board Memo - Syble Hopp Fees Adjustment (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Chelsea Moberg
Date: 2/5/2024
RE: Syble Hopp Aquatic Fees Adjustment

The Brown County Children with Disabilities Board has determined that the rental fee for Syble Hopp Pool usage must increase to cover their costs effective August 1st of 2024. The rental fee will be increased from $10 per hour to $25 per hour. This fee is very reasonable for a pool rental, and at the lowest level they can offer while covering related expenses on their end.

113.5 rental hours are affected in the 2024 budget, for a total increase of $1,703. This affects a total of 12 water aerobics classes and 6 parent child classes (roughly 252 participants).

Unfortunately, this does dramatically increase the cost of offering year-round aquatics programming for our community. We are concerned that by raising fees enough to offset the rental cost, we may price out our participants.

Staff are seeking the Park Board's direction on how to offset the rental cost increase and what to prioritize when pricing the fees for these specific programs.

Increased Fees to Break Even Level

Based on average prior registration numbers, staff suggest the following pricing rates for increased fees. This is inline with current pricing directives.

Program	Length	2024 Rates	Option 1 - Increased Rates
Parent Child	7 Weeks	$31 Res / $46 Non-Res	$42 Res / $57 Non-Res
Parent Child	6 Weeks	$27 Res / $42 Non-Res	$38 Res / $53 Non-Res
Water Aerobics	7 Weeks	$36 Res / $51 Non-Res / $29 Sr. Res	$47 Res / $62 Non-Res / $36 Sr. Res
Water Aerobics	6 Weeks	$31 Res / $46 Non-Res / $24 Sr. Res	$41 Res / $56 Non-Res / $31 Sr. Res

Sample Parent Child Class Costs

	2024 Planned Rates *(with no increase)*	**Increased Rates**
7 Week Program	$31 Res / $46 Non-Res	$42 Res / $57 Non-Res
Revenue	$248 *(9 residents)*	$378 *(9 residents)*
Expenses	$184 - Staffing $131 - Facility Rental Fee $ 25 - 10% Admin Fee	$184 – Staffing $131 - Facility Rental Fee $ 38 - 10% Admin Fee
Profit	($92)	$25
Key Notes	Class Size - Min: 6, Max 10, Average 9-10 participants per class	

Sample Water Aerobics Classes Cost

	2024 Planned Rates *(with no increase in fees)*	**Increased Rates**
7 Week Program	$36 Res / $51 Non-Res / $29 Senior Res	$47 Res / $62 Non-Res / $36 Senior Res
Revenue	$ 455 *(12 participants, varied rates)*	$ 543 *(12 participants, varied rates)*
Expenses	$292 - Staffing $175 - Facility Rental Fee $46 – 10% Admin Fee	$292 - Staffing $175 - Facility Rental Fee $54 – 10% Admin Fee
Profit	($58)	$22
Key Notes	Class Size - Min: ~11, Max 19, Average 16 participants per class	

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to approve the redirection of $8,960 in capital funds from a Riverwalk Project to purchase self watering pots for the downtown area.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved the reallocation of $8,960 for a beautification project on the Riverwalk to purchasing some self-watering pots for the downtown area. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:

- Memo.Self Watering Pots (DOCX)
- EarthPlanter-EPPS22-Pro-Series-22-Hanging-Basket-Spec-Sheet-rev2020b (PDF)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 15, 2024

RE: Reallocation of funds

Staff is requesting the Board of Park Commissioners consider the reallocation of $8,960 in funds dedicated in 2018 for the purpose of a beautification project on the Riverwalk to the use of purchasing self-watering pots for the downtown area.

In 2018, we budgeted $11,400 to for the purpose of improving the plantings and aesthetics on Government Island along the Riverwalk. The original plan was to provide money to assist the Brown County Master Gardeners in continuing their landscaping efforts on Government Island. Unfortunately, right after their initial project, the Army Corp came in and destroyed most of their work during a construction project. The BC Master Gardeners expressed concern over continuing their plantings knowing they could be removed and/or taken out with minimal notice from the Army Corp.

Instead of hoping this area would be planted, we are proposing directing the remaining $8,960 in funds to the acquisition of self-watering pots in the downtown area. The main reason for proposing the redirecting of funds is that acquiring the self-watering pots would greatly improve the safety of our employees while maintaining the aesthetics. Right now we have employees parking in traffic to water these pots 6 days a week. Implementing the self-watering pots would significantly reduce the exposure of risk to about 3-4 days a week. The funds would purchase 25-30 self-watering pots based on recent estimates.

I have included a description of the self-watering pot.

EarthPlanter
The Leader in Commercial Self-Watering Planter Systems

Model: EPPS22- *Pro-Series 22 Self Watering Hanging Basket*

Key Features;

- **EarthPlanter Quality** – thermoformed construction ensures years of outstanding performance in the toughest commercial environments
- **Industry Leading Wicking System** – provides superior bottom feeding while regulating water delivery based on soil conditions
- **User-Friendly Side Fill Port** – provides easy access and allows workers to hook into the port with most commercial sprayer heads
- **Unmatched Warranty** – Lifetime Warranty on Planter, 5 Years on Wick

Specifications;

- Dimensions: 22” Top Outside Diameter x 16 ½” H
- Planting Tray Depth: 8”
- Water Capacity: 4 Gallons
- Soil Capacity: approx. 1.0 Cubic Feet – Pro Mix BX or equivalent soil required
- Product Weight:
  - 11 lbs. (ship weight)
  - Approx. 80-85 lbs. with Full Reservoir, & Wet Soil
- Watering Cycle: 2-3 times per week (varies based on location and weather conditions).
- Material: Thermoformed High-Density Polyethylene
- Chains: 20” Stainless Powder Coated Black 200 lb. capacity per chain
- Color: Black UV Protected
- Stackable: Yes
- Made in the USA
- Includes: Basket, Planting Tray with Integrated Wick, (4) Chains, (4) U-Hooks with Plates & Bolts, (1) S-Hook Powder Coated

www.EarthPlanter.com
Phone: 877.815.9276 * Email: sales@earthplanter.com

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 5, 2024**

DEPARTMENT: **Parks, Recreation & Forestry**

FROM: **Marty Kosobucki**

SUBJECT: **Recommendation from the Board of Park Commissioners to approve the donor wall proposal from Fox Cities Sign for the Nelson Pavilion.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved accepting the donor wall proposal from Fox Cities Sign for $2,478.10 for the Nelson Family Pavilion. The motion was approved unanimously with a 4-0 vote.

ATTACHMENTS:

- Memo.donor wall (DOCX)
- 414_DePereCityof_012924.Creative (PDF)
- NELSON DONOR WALL PROPOSAL.Creative (PDF)
- 7208 City of De Pere Park and Rec Dept (PDF)
- 7208.1 CDP Pavilion Donor Signage (PNG)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 15, 2024

RE: Donor Wall Selection

We put out an ad and solicited proposals for the donor wall at the Nelson Pavilion. We essentially asked vendors to submit an option that would be able to fit within a recessed area of 4'x4', and also an option to consider for mounting to a railing. We expressed the concern over vandalism as well and asked they propose materials that are conducive for the environment.

We received two proposals for consideration, although I do not believe either really lends itself to blending in well on a railing. I have asked for additional and clarification on the material, in which I will bring you a summary to our meeting.

creative Sign
company inc
505 LAWRENCE DR, DE PERE, WI 54115
920.336.8900 CREATIVESIGNCOMPANY.COM

CLIENT: DE PERE, CITY OF

LOCATION: DE PERE
DRAWN BY: TIMOTHY P
SALESPERSON: KATHY T
DATE: 01/29/24
LEAD #: 414
PAGE: 1

REVISION LOG:	INTL	DATE	DESCRIPTION
	—	00/00/0000	DESCRIPTION

DONOR WALL

QUANTITY: 1
SIDES: S/F
LIGHTING: NONE

HEADER: 2" HDU
MOUNTING: FLUSH TO BRICK WALL W/ STUDS

WOOD ACNTS: 2" SQ LENGTHS OF TREATED WOOD TO MATCH BUILDING
MOUNTING: FLUSH TO BRICK WALL W/ STUDS

PANELS: 1/16" THERMOFORM (SILVER SPONS.)
1/8" THERMOFORM (GOLD/PLAT SPONS.)
COPY: TIPPED
MOUNTING: FLUSH TO WOOD ACCENTS W/ D/S TAPE & SILICONE

INSTRUCTION: PRODUCE & INSTALL

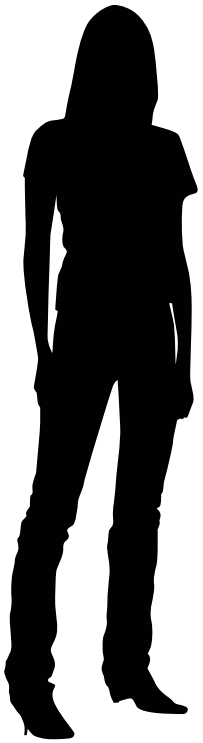
COLORS:

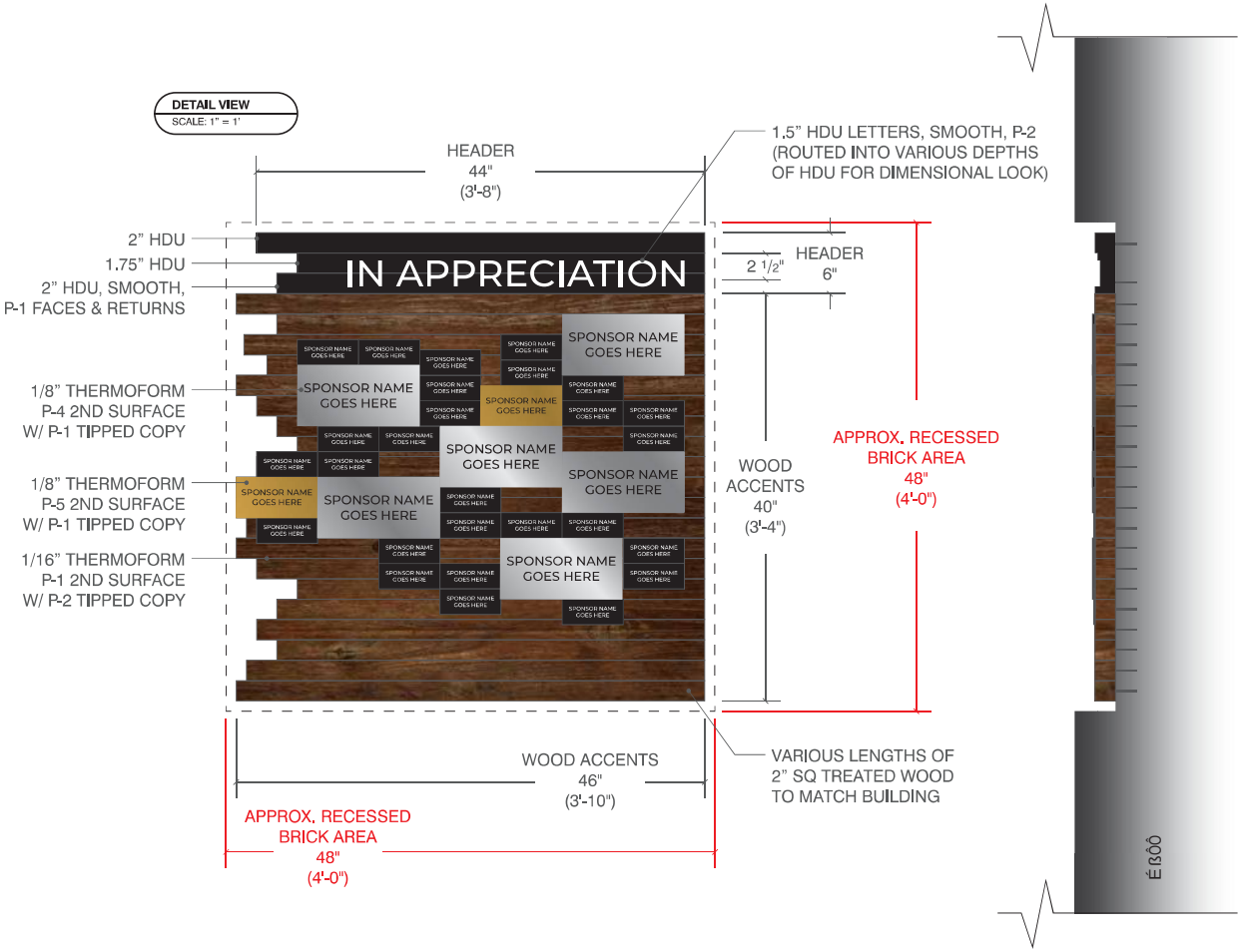
- P-1 BLACK
- P-2 WHITE
- C-3 TREATED WOOD TO MATCH BUILDING (TBD)
- C-4 MP41342SP BRUSHED ALUMINUM
- C-5 MP46258SP TUCSON GOLD

CUSTOMER SIGNATURE FOR DESIGN APPROVAL:

X
SIGNATURE DATE

SILVER SPONSORS: 2.5" X 6" (QTY 27)
GOLD SPONSORS: 4" X 8" (QTY 2)
PLATINUM SPONSORS: 6" X 12" (QTY 6)





THIS DRAWING IS THE PROPERTY OF CREATIVE SIGN CO, INC.

This is an original, unpublished drawing by Creative Sign Co, Inc. It is for your personal use, in conjunction with a project being planned for you by Creative Sign Co, Inc. It is not to be shown to anyone outside of your organization nor is it to be used, reproduced, copied or exhibited in any fashion. Use of this design or the salient elements of this design in any sign done by any other company, without the expressed written permission of Creative Sign Co, Inc., is forbidden by law and carries a civil forfeiture of up to 25% of the purchase price of the sign.
CONTACT YOUR SIGN CONSULTANT TO PURCHASE THE RIGHTS TO THIS DESIGN.

CONCEPTUAL DRAWING ONLY

All sizes and dimensions are illustrated for client conception of the project and are not to be understood as being exact size or exact scale. Renderings, including lighting effects, opacities, and coloration, are an approximation.

CUSTOMER RESPONSIBILITIES

Please review all drawing details closely, as Creative Sign will produce signs as approved drawing indicates. Some changes may occur based on production needs. While Creative Sign will make all efforts to correct any obvious spelling or grammatical errors, the customer is responsible for confirming that the above copy, including names and titles, appear as desired. Creative Sign will make every effort to closely match colors, including PMS, where specified. We cannot guarantee exact matches due to varying compatibility of surface materials and paints used.

Creative Sign Co., Inc.
505 Lawrence Dr., De Pere, WI 54115
Ph: 920.336.8900
www.greenbaysigns.com

Marty Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 S. Sixth St.
De Pere, WI 54115

February 2, 2024

Please find below two options for the Nelson Family Pavilion.

Survey: $300.00

OPTION #1: As Shown using wood and HDU and Thermoform Sponsor Panels.
Sponsor Plaque: $6,149.00
Installation: $780.00
Total: $7,229.00

Breakdown:
Silver Sponsors-Thermoform: $39.00 x 27 = $1,053.00
Gold Sponsors-Thermoform: $76.00 x 2 = $152.00
Platinum Sponsors-Thermoform: $124 x 6 = $744.00
20 custom cedar boards various lengths custom stained: $2,440.00
HDU Top Section with HDU Letters: $840.00
Assembly: $500.00
Backer to mounting everything to: $420.00.

Survey: $300.00

OPTION #2: Using .125" Aluminum Backer with Acrylic letters and Thermoform Sponsor Panels.
Sponsor Plaque: $4,229.00
Installation: $780.00
Total: $5,309.00

Breakdown:
.125" Custom Aluminum Routed Panel with Graphics: $1,240.00
3/8" Laser Cut Acrylic Letters: $540.00
Silver Sponsors-Thermoform: $39.00 x 27 = $1,053.00
Gold Sponsors-Thermoform: $76.00 x 2 = $152.00
Platinum Sponsors-Thermoform: $124 x 6 = $744.00
Assembly: $500.00

The pricing is valid for 30 days.

Kathy Tiesling
Creative Sign Consultant

Fox Cities Sign LLC
2375 W Nordale Dr.
Appleton, WI 54914
Ph: (920) 378-3515
Email: sales@foxcitiessign.com
Web: www.foxcitiessign.com

Estimate

Created Date:	1/23/2024 12:52:00PM	**Prepared For:**	City of De Pere Park and Rec Dept
Salesperson:	Kristina Coppo	**Contact:**	Marty Kosobucki
Email:	kristina@foxcitiessign.com	**Office Phone:**	(920) 339-8358
Office Phone:	(920) 378-3515	**Email:**	mkosobucki@deperewi.gov
Entered by:	Kristina Coppo	**Address:**	925 S. Sixth Street De Pere, WI 54115

Description: Nelson Pavilion Donor Wall signage

		Quantity	Unit Price	Subtotal
1	**Product:** Custom Sign	1	$2,478.10	$2,478.10

Description: Produce and install new City of Depere Park and Rec Donor Wall
Includes:
11 - 3mm Brushed Silver ACM Plaques 8" x 10" with direct print names with holes for mounting with tamper resistant standoffs..
12 - 3mm Brushed Gold ACM Plaques 6"x 12" with direct print names with holes for mounting wtih tamper resistant standoffs.
1 - 6mm ACM Backer with Printed vinyl and matte lam.Size: 44" x 47" and one "key" 6" x 15"

Includes 1"d flat cut acrylic 2"h to read THANK YOU TO OUR SPONSORS

- Standard Install

Location Informations

- Address: Nelson Family Pavilion-Voyageur Park
100 William St.
De Pere, WI 54115

- Contact: Marty Kosobucki-Director of Parks
- Phone: 920-339-8358

Notes

**Initial design layouts and 2 design changes are included. Additional design work will be billed at $100 / hour.
PRICE IS VALID FOR 30 DAYS
PRICING/AVAILABILITY MAY FLUCTUATE AS GLOBAL MATERIAL PRICING CONTINUES TO INCREASE AND INVENTORY STOCK CONTINUES TO DECREASE. We want to ensure we are providing as much visibility into what lies ahead for our industry. Please note when budgeting for signage that the cost and lead time may increase in between receiving estimate and signing contract. Thank you for your continued support.

CUSTOMER IS RESPONSIBLE FOR SIGN PERMIT OR MAY CONTRACT FOX CITIES SIGN, LLC A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES SIGN TO OBTAIN PERMIT FOR A FEE PLUS COST OF PERMIT AND ANY ADDITIONAL FE REQUIRED FROM MUNICIPALITY. CLIENT IS RESPONSIBLE FOR ABIDING BY MUNICIPAL CODE, STATE & DOT REGULATIONS. FO CITIES SIGN, LLC A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES SIGN IS NOT RESPONSIBLE FOR RUNNING ELECTRICAL TO SIGN, ENGINEERING OR INSPECTIONS.
OUR TERMS ARE 75% DOWN WITH BALANCE DUE UPON INSTALLATION/COMPLETION PRODUCTION WILL BEGIN UPON RECEIF THE FOLLOWING: SIGNED CONTRACT & RENDERINGS, DOWN-PAYMENT, PERMIT APPROVAL. ESTIMATED COMPLETION DATE BE PROVIDED APPROXIMATELY ONE WEEK AFTER RECEIVING THESE ITEMS. 4% CHARGE TO BE ADDED FOR ALL CREDIT CAR PURCHASES.
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***
THERE MAY BE ADDITIONAL CHARGES DUE TO ABNORMAL SOIL CONDITIONS, READINESS OF THE SITE UPON OUR ARRIVAL, ACCESS ISSUES, RUSH FEES, AND ADDITIONAL REPAIRS. IF THE BUILDING OR OTHER EXISTING STRUCTURE IN WHICH SIGN WILL BE ATTACHED IS FOUND TO BE NOT SUPPORTIVE OR STRUCTURALLY SOUND, THERE MAY BE ADDITIONAL LABOR/MATERIAL CHARGES. QUOTE IS VALID FOR MILD TEMPERATURE INSTALLATION. IF PAINTING, VINYL OR FLEX FACE INSTALLATION IS REQUIRED DURING TEMPERATURES BELOW 50 DEG, THERE MAY BE ADDITIONAL COSTS OR DELAYS INVOL

Client Reply Request

☐ **Estimate Accepted "As Is". Please proceed with Order.** ☐ **Other:** _____

☐ **Changes required, please contact me.** **SIGN:** _____ **Date:** / /

Print Date: 2/5/2024 12:15:12PM

We'll Keep an Eye on your Sign!

www.FoxCitiesSign.com
2375 W. Nordale Dr., Appleton, WI 54914
T: 920-378-3515

SIGN SPECIFICATIONS

SIGNAGE: CUSTOM DIMENSIONAL NON-LIT SPONSOR SIGN

A - ROUTED ACM BACKER PANEL W/ MEDIUM GREY OPAQUE VINYL, MATTE FINISH (MOUNTING HARDWARE NOT SHOWN. HARDWARE TO BE HIDDEN BEHIND SPONSOR PANELS)

B - ACM PANEL W/ DIGITAL PRINT VINYL GRAPHIC, MATTE FINISH. STUD MOUNTED.

C - 1" DEEP FLAT CUT ACRYLIC LETTERS STUD MOUNTED TO WALL

D - (11) SILVER BRUSHED ACM PANELS MOUNTED W/ (4) EACH 1/2" X 1" STANDOFFS

E - (6) GOLD BRUSHED ACM PANELS W/ (4) EACH 1/2" X 1/2" STANDOFFS

F - HIGH TAC BLACK VINYL NAMES - SIZE TBD

G - CLEAR VINYL W/ DIGITAL PRINT BLACK NAMES

H - ROUND SILVER BRUSHED STANDOFFS

I - OPTIONAL ACM PANEL W/ DIGITAL PRINT VINYL W/ MATTE FINISH, STUD MOUNTED

FENCE MOUNT:

SAME DIMENSIONAL SIGN FABRICATION
ACM PANELS WOULD BE SECURED TO RAILINGS
(HARDWARE TBD)

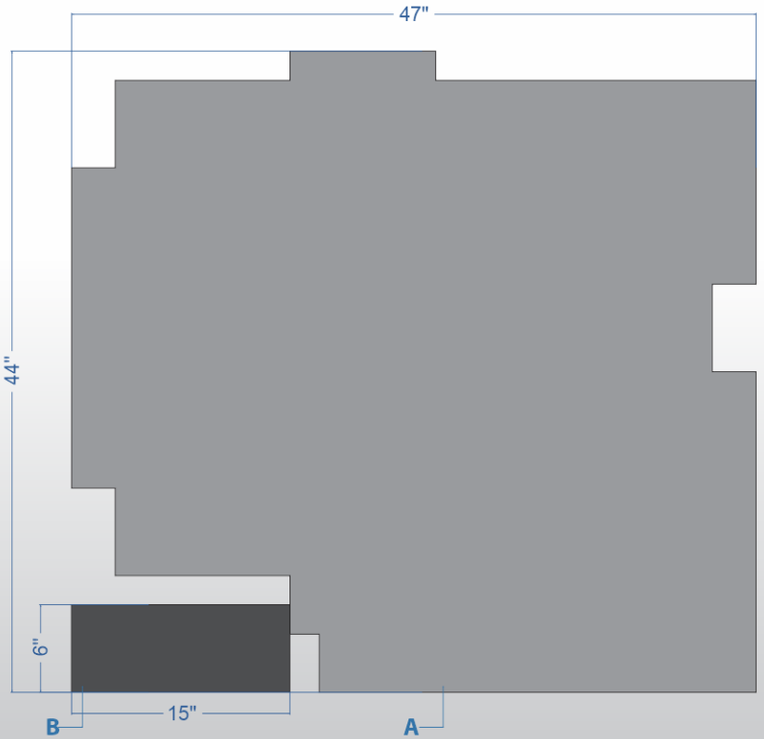
ITEM: 7208.1

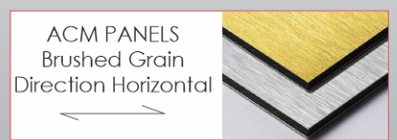
SCALE RATIO	1:1

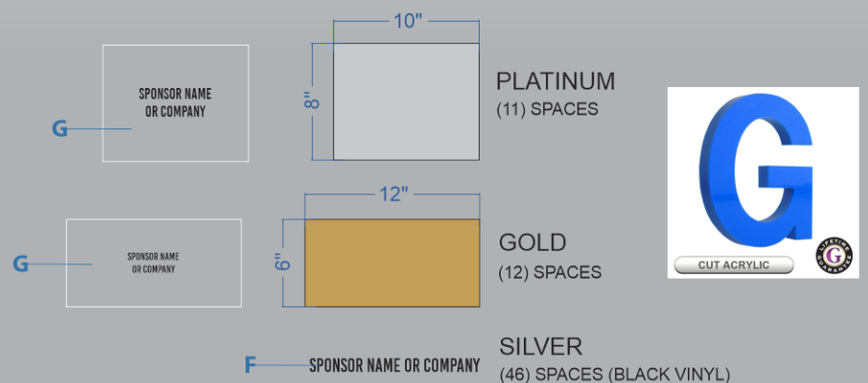
- ○ REVISION 1 - *NOTES/DATE*
- ○ REVISION 2 - *NOTES/DATE*
- ○ REVISION 3 - *NOTES/DATE*

REVISION 4 - EXTRA CHARGE $60/HALF HOUR DESIGN TIME
NOTES/DATE

REVISION 5 - EXTRA CHARGE $60/HALF HOUR DESIGN TIME
NOTES/DATE







COMPANY: City of DePere Parks & Rec
CLIENT: Marty Kosobucki
JOB LOCATION: 925 S. Sixth Street
De Pere, WI

DATE: 2-2024
SALES REP: Kristina
DESIGNER: Dana

CHECK LIST — CLIENT NOTIFICATIONS

- ☐ ORIENTATION & PLACEMENT
- ☐ COLOR SPECIFICATIONS
- ☐ SPELLING & GRAMMAR

CLEAN ART NEEDED — IF CLEAN ART CANNOT BE PROVIDED DESIGN SETUP FEES MAY OCCUR
PRESITE NEEDED — ESTIMATE PROVIDED PRIOR TO PRESITE CANNOT BE GUARANTEED
COLOR SPECS NEEDED — ALL COLOR SPECIFICATIONS MUST BE PROVIDED OR APPROVED BY CLIENT PRIOR TO PRODUCTION
ELECTRICIAN NEEDED — CLIENT TO PROVIDE ELECTRICAL RAN &/OR SUBBED OUT PRIOR TO INSTALL BY THEIR ELECTRICIAN

I HAVE CHECKED & REVIEWED ALL SPECIFICATIONS OF THIS DESIGN PROOF & CORRELATING DOCUMENTS & HAVE APPROVED FOR PRODUCTION.

APPROVAL SIGNATURE _____ DATE _____

FOX CITIES

FOX CITIES SIGN, LLC, A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES SIGN WILL ENDEAVOR TO CLOSELY MATCH COLORS, INCLUDING PMS, WHERE SPECIFIED. WE CANNOT GUARANTEE EXACT MATCHES DUE TO VARYING COMPAT
ALL SIZES AND DIMENSIONS ARE ILLUSTRATED FOR CLIENTS CONCEPTION OF THE PROJECT & ARE NOT TO BE UNDERSTOOD AS BEING EXACT SIZE OR SCALING.

© 2024 THIS DRAWING IS A PROPERTY OF FOX CITIES SIGN, LLC, A WISCONSIN LIMITED LIABILITY COMPANY ("COMPANY") DBA FOX CITIES SIGN. THE BORROWER AGREES IT SHALL NOT BE PRODUCED, COPIED, OR DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE WITHOUT PERMISSION. FAILURE TO COMPLY MAY RESULT IN COMPENSATION TO FOX CITIES SIGN FOR DESIGN & INVESTED TIME.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for The Porch Bar LLC (DBA The Porch), 365 Main Ave Ste D. Submitted by The Porch Bar, LLC. Agent: Jackson Mankowski, De Pere, WI.**

ATTACHMENTS:

- The Porch Class B Combo application (PDF)

Form
AT-106

Original Alcohol Beverage License Application

FOR CLERKS OF
Municipality
License Period

License(s) Requested

- ☐ Class "A" Beer . . . . . $_____
- ☑ Class "B" Beer . . . . . $_____
- ☐ "Class C" Wine . . . . . $_____
- ☐ Reserve "Class B" Liquor $_____
- ☐ "Class A" Liquor . . . . . $_____
- ☑ "Class B" Liquor . . . . . $_____
- ☐ "Class A" Liquor (Cider Only) $ 0
- ☐ "Class B" (Wine Only) Winery $_____

License Fees	$
Publication Fee	$
Background Check	$
Total Fees	$ 30 -

R# 189901

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship)
The Porch Bar LLC

2. Trade Name or DBA
The Porch

3. Premises Address
365 Main Ave Ste D De Pere, WI 54115

4. County	5. Municipality	6. Aldermanic District
Brown	De Pere	District 3

7. Mailing Address (if different from premises address)

8. FEIN	9. Wisconsin Seller's Permit Number
99-1326976	456103159197204
10. Premises Phone	**11. Premises Email**
(920) 660-5979	theporchdepere@gmail.com

12. Entity Type *(check one)*
☐ Sole Proprietor ☐ Partnership ☑ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. Alcohol beverages may be sold and stored ONLY on the premises described in this application. Attach additional sheets if necessary.

The building that will house The Porch is the backspace of the current comedy club that's located in front, called "Comedy City." It faces the parking lot. There is a full bar space, kitchen, and storage room. There is also a common space shared with the comedy club that has a women's and men's bathroom. There is a small room housing the ice machine. There is a small utility room, and two closets. There is a patio attached to the space outside.

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate . . . . . ☑ Yes ☐ No

2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? . . . . . ☐ Yes ☑ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1. State of Registration	2. Date of Registration
Wisconsin	02/13/20

3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors . . . . . ☐ Yes ☑ No

Name of Parent Company	FEIN of Parent Company

4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☑ No
If yes, please explain using the space below. Attach additional sheets if necessary.

5. Agent's Last Name	Agent's First Name	Phone
Mankowski	Jackson	

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
Jackson	Mankowski	Owner	(920) 660-5979

Part E: Attestation

Who must sign this application?

• sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000 if convicted.

Signature	Date
Jackson Mankowski	02/19/2024

Name (Last, First, M.I.)		
Mankowski	Jackson	David

Title	Email	Phone
Owner	theporchdepere@gmail.com	(920)-660-5979

Part F: For Clerk Use Only

Date application was filed with clerk	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #24-18 Authorizing Agreement for Consulting Services Between the City of De Pere and Somerville, Inc. (De Pere Ice Arena - Facilities Condition Assessment).**

The Board of Park Commissioners, at the February 15, 2024 meeting, moved to approve the RFP submitted by Somerville for the Facility Condition Assessment for the De Pere Ice Arena. The motion passed unanimously with 4-0 vote.

ATTACHMENTS:

- Reso24-18 (PDF)
- Memo.FCA Recommendation (DOCX)
- Somerville(De Pere Ice Arena)Facilities Condition Assessment2-21-2024 (PDF)
- Exhibit A-Somerville, Inc. (PDF)
- Exhibit B-Somerville, Inc. (PDF)
- Memo.FCA (DOCX)
- ISES Corp Proposal-FCA_Kosobucki_2024-01-29 (PDF)
- De Pere Ice Arena Condtion Assessment P24-0048 CJL Engineering Proposal_R (PDF)
- De Pere Ice Arena - Condition Assessment Proposal.McMahon (PDF)
- Ayres_De Pere Ice Arena_Proposal (PDF)

RESOLUTION #24-18

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND SOMERVILLE, INC.
(De Pere Ice Arena – Facilities Condition Assessment)

WHEREAS, the City is in need of a comprehensive Facility Condition Assessment (FCA) for the De Pere Ice Arena located at 1450 Fort Howard Avenue; and

WHEREAS, Somerville, Inc. has available and offers to provide qualified personnel and professional assistance necessary to accomplish the FCA within the required timeframe; and

WHEREAS, the Board of Park Commissioners has reviewed such proposal and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Somerville, Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 02/15/2024

CITY OF DE PERE
MEMO

To: City Council
From: Marty Kosobucki
Date: March 5, 2024

RE: Approval of Facility Condition Assessment consultant

The Board of Park Commissioners is recommending acceptance of the proposal from Sommerville in the amount of $19,900 (with $500 misc expenses) to conduct the Facility Condition Assessment of the De Pere Ice Arena. Funding for this project would come from the Ice Arena Fund and be conducted over the next 6 months.

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND SOMERVILLE, INC.
(De Pere Ice Arena – Facilities Condition Assessment)

THIS AGREEMENT made and entered into this ___ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Somerville, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of a qualified consulting firm to provide a comprehensive Facility Condition Assessment (FCA), using industry standard methodology of the De Pere Ice Arena located at 1450 Fort Howard Avenue. In addition, City is requesting a comprehensive review of repair/replacement of identified items in the FCA; and

WHEREAS, Consultant has available and offers to provide qualified personnel and professional assistance necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated January 29, 2024, (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with access to the De Pere Ice Area, as well as all historical data/information and other information concerning the project that may be applicable, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

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

VIII. TIME FOR COMPLETION

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

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off

the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

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

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

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs)

caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

XIV. SUBCONTRACTS

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

XV. ASSIGNMENT

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

XVI. INTEGRATION

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

XVII. JURISDICTION

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

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of

the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

XIX. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. MEDIATION

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

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

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

XXI. NOTICES

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

If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
Somerville, Inc.
Attn: Matthew J. Schachtner
Principal-in-Charge | President
2100 Riverside Drive; Suite 300
Green Bay, WI 54301

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

SOMERVILLE, INC.	CITY OF DE PERE, WISCONSIN
By: _____	By: _____
Matthew J. Schachtner, NCARB, AIA	James G. Boyd, Mayor
Principal-in-Charge | President	
By: _____	By: _____
Name: _____	Carey E. Danen, City Clerk

J:\Law\Agreements\Consultant\Somerville(De Pere Ice Arena)Facilities Condition Assessment2-21-24.docx

Request for Proposals

De Pere Ice Arena – Condition Assessment

Due: January 29, 2024, at 3:00 pm

Request for Proposals

De Pere Ice Arena – Condition Assessment

Table of Contents:

I. Introduction
   A. Project Summary
   B. City Contact Information
   C. Directions for Submittal of Proposal
   D. Pre-Proposal Meeting

II. Project Description

III. Scope of Services
   A. Facility Condition Assessment
   B. Capital Repair/Replacement Plan

IV. Meetings

V. City Responsibilities

VI. Scheduling

VII. Insurance

VIII. Proposal Submittals
   A. Firm background and Information
   B. Playground Options
   C. Similar Projects
   D. References
   E. Timeline
   F. Fee

IX. Delivery

X. Fee

XI. Additional Information/Attachments

XII. Appendix

Request for Proposals
De Pere Ice Arena – Facility Condition Assessment

I. Introduction

A. Project Summary

The City of De Pere is seeking proposals from qualified firms to provide a comprehensive Facility Condition Assessment (FCA) using industry standard methodology of the De Pere Ice Arena, located at 1450 Fort Howard Avenue in De Pere, WI. In addition to the FCA, the City is requesting a comprehensive look into repair/replacement of the items identified in the FCA.

Proposals for the FCA shall be for the project as described in the following documents. Price quotes shall be all-inclusive and represent a completed assessment and plan. The accepted proposal and firm shall be responsible for all labor, supplies, equipment and/or tasks necessary to complete the assessment and plan.

Proposals must be submitted to our office by January 29, 2024, at 3:00 pm. Proposals can be submitted either by paper copy or via email to Marty Kosobucki, mkosobucki@deperewi.gov .

B. City Contact Information

Questions related to this RFP should be directed to:

Marty Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
920-339-8358
mkosobucki@deperewi.gov

C. Directions for Submittal of Proposal

Consultants shall submit one (1) hard copy of the proposal, along with a .pdf file. The .pdf file shall be submitted either through e-mail or on a thumb drive prior to the deadline.

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm on January 29, 2024, at the following address:

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

Packages containing the proposal shall be clearly marked on the outside by indicating: **De Pere Ice Arena – Condition Assessment.**

D. Pre-Proposal Meeting
There are no pre-proposal meetings planned for this RFP. Questions related to this RFP should be directed, in writing, to Marty Kosobucki, Director of Parks, Recreation and Forestry.

II. Project Description

In November of 2023, the City of De Pere approved funding to conduct a Facility Condition Assessment (FCA) of the De Pere Ice Arena. In addition, the City is looking for a detailed plan of repair/replacement of the items identified in the FCA.

The Ice Arena is owned by the City of De Pere; however, the City has leased out the operations of the facility for the last 25-30 years. The ice arena is located at 1450 Fort Howard Avenue in De Pere.

The facility is approximately 50 years old and there is a growing concern about the long-term sustainability of the facility. Prior to further investments into the facility, the City would like to hire a consultant to provide a greater understanding of the facilities current condition and it anticipated costs to update the facility in the future to keep it a long-standing amenity for our community.

The Ice Arena has received several updates over the last 50 years, with the most recent larger repairs being:

A. Dehumidification system repaired in 2019
B. Refrigeration plant repaired in 2019
C. New bleacher system installed in 2018
D. Above ground sump tank installed in 2018
E. Garage door replacement in 2012
F. Refrigeration plant replaced in 2011
G. Chemical tank replaced in 2009

It is the intent of the analysis to look at all facets of the building to determine their level of condition and then provide guidance to the City on each facets life expectancy and cost to improve/repair. The completed project shall:

A. Provide a Facility Condition Assessment based on industry standard methodology.
B. Generate a prioritized list of recommendations, with cost estimates, for adding, repairing, or replacing deficient conditions and/or equipment in the facility.
C. Provide a cost opinion for replacing the De Pere Ice Arena based on industry standard methodology.
D. Identify likely liabilities associated with the ongoing and continued use of the ice arena in its current state.

III. Scope of Services

A. Facility Condition Assessment
    1. Provide a comprehensive report assessing the condition of the entire facility and provide a breakdown of components/features of analysis.

a. Identify the level of condition of all components/equipment within the facility.
b. Identify inefficient functions or deficient operations of the facility.

2. Assess major components for their current condition and life expectancy. Major components of the Ice Arena are identified as:
    a. Chiller plant
    b. Mechanical room and components
    c. Ice arena floor (heating/cooling system)
    d. Dasher boards
    e. Dehumidification system
    f. Building HVAC
    g. Roof
    h. Ceiling
    i. Bleachers
    j. Bleacher heating
    k. Electrical system throughout building
    l. Locker rooms
    m. Plumbing and fixtures

B. Capital Repair/Replacement Plan
    1. The plan shall be a comprehensive look at when to repair/replace items identified in the FCA.
    2. Identify a level of urgency or priority for each of the items identified in the FCA.
    3. Provide a cost opinion for each component listed in the FCA.
    4. Provide insight into the liability associated with each item listed in the FCA for continued operation.

IV. Meetings

The Consultant shall plan for meeting attendance at, but not limited to, the following meetings:

A. Pre-construction meeting with city.
B. Presentation to the Board of Park Commissioners of the draft plan.

V. City Responsibilities

The city will be responsible for the following:

A. Provide/coordinate access to De Pere Ice Arena.
B. Provide all historical data/information as available to the City.

VI. Scheduling

We anticipate the Board of Park Commissioners to select a proposal at their February 15, 2024, meeting. Upon selecting the proposal, a contractor's agreement will be sent to the City Council for approval the first week of March. The consultant would be projected to start work on the project shortly after signing the contracts.

VII. Insurance

A. The Consultant shall maintain during the life of the Agreement, the following minimum 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 $2,000,000.
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.

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

VIII. Proposal Submittals

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@deperewi.gov or deliver, either in – person, or by courier or mail to: City of De Pere, De Pere Ice Arena – Facility Condition Assessment, 925 S. Sixth Street, De Pere WI 54115

A. Firm Background and Information
B. History and experience in Ice Arena's
C. Understanding of the project
D. Similar Projects
    1. List a minimum of 3 projects of similar scope and service.
E. References
    1. List a minimum of 3 references related to similar work.
F. Timeline
    1. Show a detailed timeline of your plan to bring the project to successful completion.

G. Fee

1. List a lump sum fee for each proposal and option.

IX. Delivery

The deliverables for this project include the following:

A. Facility Condition Assessment

B. Schedule of cost opinions for repair/replacement of items listed in FCA.

X. Fee

Provide a lump sum fee. Should there be any items outside the scope of services listed in the RFP your firm feels should be included, we encourage your firm to include alternate fees for such work. A fee schedule worksheet can be found in the Appendix.

XI. Additional Information

A sample Consultant Agreement the City uses is included with the RFP. It can be found in the Appendix.

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@deperewi.gov.

Appendix

Proposed Fee Schedule Worksheet

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Email:_____

Signature:_____

Item	Fee
De Pere Ice Arena – Facility Condition Assessment	
Facility Condition Assessment and Cost Opinion Plan for replacement and repair	**$**

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

Item	Cost

JANUARY 29, 2024

somerville

architects
engineers

PROPOSAL FOR:

De Pere Ice Arena - Facility Condition Assessment

The City of De Pere

The information, statements, and data contained in this document are provided for your review and evaluation purposes only, and are subject to adjustment or modification by Somerville, Inc., and does not constitute a binding obligation until such time as Somerville, Inc. enters into a legal agreement for professional services. All data and information contained herein is considered confidential and proprietary and may not be reproduced, published or distributed to, or for, any third parties without prior written consent of an officer of Somerville, Inc. Anyone not intended to receive this information is hereby notified that any review, disclosure, copying, distribution or taking any other action in reliance on the contents of this document is strictly prohibited, and may result in legal liability.

January 29, 2024

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

Dear Mr. Kosobucki,

The City of De Pere has started an exciting journey to ensure the De Pere Ice Area facilities will continue to meet the needs of your community for generations to come. Somerville's team, which includes **Rink-Tec and JSD**, has the experience to plan, design, and deliver creative ideas and solutions that will **fit the budget and create consensus.** As professionals in the architecture and engineering sector in Northeast Wisconsin, we want to use our talents and efforts to do more than just design structures and environments, we want to help contribute to our community for generations to come.

Somerville is one of Wisconsin's largest employee-owned providers of **integrated architecture, engineering, interior design**, and construction administration services. We have been in business since 1946 and have had the opportunity to serve many of Wisconsin's cities and municipalities, including projects for the City of De Pere. One of Somerville's greatest assets is the flexibility and sensitivity to respond to each individual aspect of your project. The expertise and talent of our professionals provides a strong foundation for every project. Our team balances technical expertise with decades of hands-on experience as facility planners and designers. As such, we will present for your consideration the most **current industry trends, design concepts, and engineering solutions.**

Since 1979, **Rink-Tec**, our ice rink consultant, has designed and built hundreds of refrigeration systems from coast to coast and in many countries throughout the world. They are expert ice rink contractors who are able to service any refrigeration system and determine the best and most cost-efficient options to existing rinks and new ice rink construction. **Rink-Tec currently services the De Pere Ice Arena building and will be able to provide valuable insight into major components of the building equipment.**

We hope the enclosed information adequately conveys our interest in your project, as well as our team's qualifications to execute it to your satisfaction. Somerville's expertise, long history, depth of staff, and solid financial stability will ensure that our firm and its personnel will remain a resource to the City of De Pere for years to come.

Thank you for this opportunity.

Matthew J. Schachtner, NCARB, AIA
Principal-in-Charge | President
mschachtner@somervilleinc.com | 920-593-3839

Somerville, Inc.
2100 Riverside Drive, Green Bay, Wisconsin 54301 | 920-437-8136 | somervilleinc.com

TABLE OF CONTENTS

Cover Letter	**3**
Firm Background & Team Members	**4-16**
Consultants	**17-21**
Ice Rink Experience	**22**
Project Understanding	**23**
Similar Projects	**24-31**
References	**32**
Timeline	**33**
Fee Proposal	**34-39**
The Somerville Difference	**40-41**

somerville
FIRM BACKGROUND

CITY OF MARINETTE COMMUNITY SPORTS EVENT CENTER & ICE RINK

HEADQUARTERED
Green Bay
WISCONSIN

Somerville, Inc.
2100 Riverside Drive
Green Bay, WI 54301-2390

Phone 920.437.8136
Fax 920.437.1131

somervilleinc.com

EST. **1946**
WE'VE BEEN IN BUSINESS FOR
77 Years

100% ESOP
EMPLOYEE-OWNED CORPORATION

SOMERVILLE BUSINESS INFORMATION

At Somerville, we believe that design matters, not only for building systems and structures, but also in the assembly of our team. Our innovative, engaging, and creative projects begin with our outstanding staff. The idea "design matters" starts with a strong employee foundation, and a belief that each employee you interact with matters to you and your project.

PRINCIPALS

Matt Schachtner, NCARB, AIA | President
mschachtner@somervilleinc.com | 920.593.3839

Sara Kvitek | Executive Vice President
skvitek@somervilleinc.com | 920.593.3812

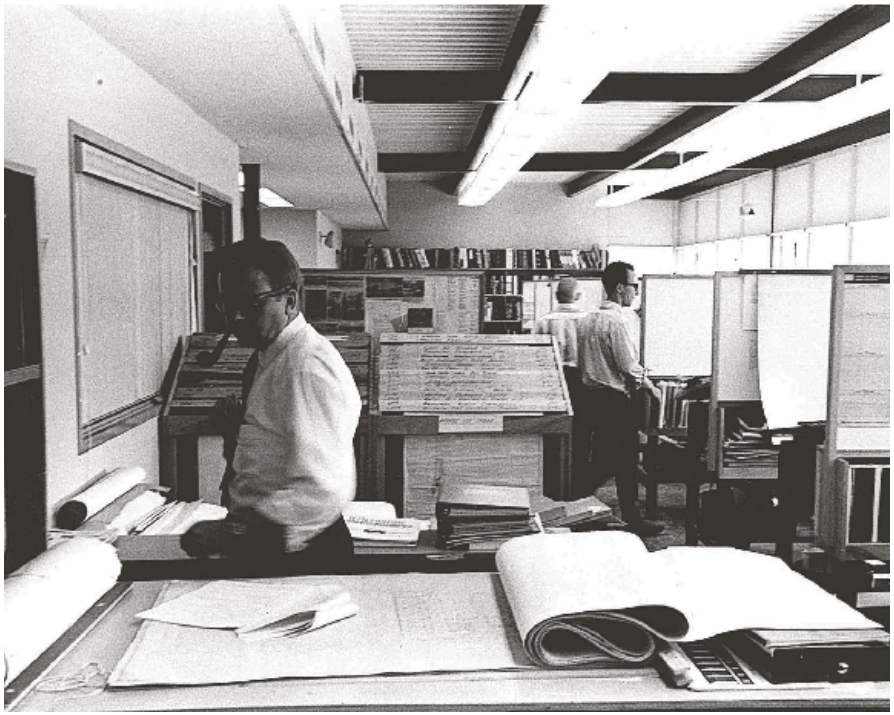
Melanie Parma | Senior Vice President, Education Studio Leader & Principal-In-Charge
mparma@somervilleinc.com | 920.593.3860

PRIMARY CONTACT

Duane Grove, AIA | Senior Project Architect
dgrove@somervilleinc.com | 920.593.3849

SOMERVILLE STAFFING

In-House Architectural Personnel	
Registered Architects	10
Project Managers	5
Architectural Designers	4
Drafters	3
Interior Designers	2
In-House Engineering Personnel	
Mechanical	4
Electrical	3
Plumbing & Fire Protection	1
Drafters	4
Support Personnel	
Construction Phase Services	2
Production/Quality Control	1
Marketing/Business Development	4
Administrative	3
Total Number of Employees	**46**



our story

1946

Somerville, Inc. was founded in 1946 by **John E. Somerville** to deliver professional Architectural/Engineering (A/E) services and a quality customer experience.

Success was met early on by Somerville's dedicated team with the completion of numerous commercial and industrial projects. Word of our success quickly spread throughout northeast Wisconsin, expanding Somerville's client base to include civic, cultural, life, healthcare, corporate, and our largest market today, education.

Since 1946, our team has continued the tradition of **designing beautiful facilities that are landmarks in their communities,** the most notable being the original Lambeau Field built in 1957 and its 2003 renovation. Performing an important role in the growth of many of the Midwest's largest and most recognizable companies and organizations, Somerville's service base grew to fulfill the demands of diverse client base. We take great pride in the variety of projects we have completed, and our broad experience across different markets informs every design we create. We have built our reputation by designing **attractive, well-engineered, energy-efficient buildings** of all types while maintaining established budgets, schedules, and relationships.

One thing is for sure, **Somerville isn't your typical architectural and engineering firm.**

We've been in business for over **seven decades,** and in that time, we've created thoughtfully-designed and inspiring buildings for clients in a wide range of industries. But we've also built something more important – a reputation for listening to our clients, responding with innovative designs and then completing projects on time and on budget. Maybe that's why **94% of our clients have returned to us** time and again, trusting us to complete more than 7,800 projects across the Midwest.

Of course, our clients also appreciate that we're **employee-owned** and that they know they can count on our team to take pride in designing solutions that will serve their needs now and well into the future. Many clients also point to **how easy we make the design and construction process** - Somerville offers a comprehensive range of architectural, engineering and interior design services all under one roof.

Whatever your reason for choosing Somerville for your next project, one thing is for sure – you'll be pleased with the results.

ARCHITECTURE

Our approach to design is simple. You have a goal for your next building project, and our job is to help you achieve and even **exceed that goal** – often in ways you never dreamed possible.

To do that, we begin by getting to know you and your business or mission. **We ask questions.** We learn about your unique goals and challenges and we share our seven decades of insight learned through similar challenges and design.

Then **we respond with thoughtful and innovative design solutions** created especially for you. Our process is interactive; we take the time to listen again to your feedback and suggestions. In fact, we encourage that give-and-take throughout the design and construction process. Because we understand that, even as hard as we work to understand you and your needs, no one knows your business or mission like you do. In the end, we've created not only a great space but **a lasting relationship with you**. Perhaps that's why so many of our clients have returned to us for project after project.

ENGINEERING

It's simply not enough for a building to enhance your organization's image and purpose. It also has to be **comfortable, safe and as efficient** as possible to operate and maintain.

Our in-house staff includes LEED-accredited engineers and designers — from **electrical, plumbing** and **fire protection** design to **HVAC**, air quality, and sustainable "green" energy systems. Our engineers and architectural team collaborate and work closely with each other, applying the **latest systems and technology** to create a seamlessly integrated infrastructure plan for your building that provides maximum comfort, efficiency, and reliability.

What's more, **our engineers understand your needs can grow.** They design with an eye toward making future expansion easy and inexpensive – at Somerville, **we're always thinking ahead.**

INTERIOR DESIGN

It's one thing to design a space. It's quite another to **design an environment** – how the space feels, how people move through it, how the space can be used to promote productivity and contribute to your organizational goals.

Interior design is about **integrating your brand with the built environment** to create a memorable experience. Elements like material, image, color, texture, pattern, and illustration are aligned with architectural features to convey a specific feeling or create a specific experience.

Throughout the design process, we can help you **visualize the environment** and propose ideas, ensuring you get a real sense of how your final environment will look and feel before construction even begins.

Our interior design team provides **solutions that are creative,** environmentally progressive and provide a lasting impact unique to your vision, mission and goals.

ENVIRONMENTAL GRAPHICS

Environmental graphic design is about **integrating a story, or a brand with the built environment** to create a memorable experience.

Environmental graphic design in its most basic explanation **unites architecture with visual elements of a brand.** But it is much more than that. Environmental graphics help create a sense of comfort and inspiration in a hospital, provide words of encouragement to students in a school, and help businesses create eye-catching displays that promote their brand.

Images, color, patterns, illustrations, and typography are integrated with architectural features to **convey a specific message or create an experience.** The message and experience can vary greatly – from informing building occupants how to interact with the space, to inspiring people who inhabit that space.

Our team of environmental graphic designers help you **communicate stories, inform people, activate spaces,** and organize places for efficient navigation.

PROJECT
team

Matt Schachtner, NCARB, AIA
President | Director of Design

Matt Schachtner's natural inclination to roll up his sleeves and get his hands dirty has led him to the role of hands-on leader at Somerville.

Raised in a family of masons, homebuilders and structural engineers, Matt is a born designer still energized by the scent of sawdust and concrete. Building runs in his blood, and he fed that passion with summer jobs in masonry and homebuilding, a bachelor's degree in Architectural Studies and a Master of Architecture from the University of Wisconsin-Milwaukee. He followed that up with over 25 years of experience in the industry where he now leads an expert team with the sure hand of someone committed to innovative design and the power of relationships.

Today, Matt's steady leadership is marked by passionate problem solving – a desire to understand a client's challenges and co-create the solutions. He brings visionary planning to each project and provides the strategic direction to guide the expert team at Somerville through work that is unparalleled in client satisfaction. Matt has led a range of projects from high-end residential to health care facilities; from legendary sports venues like the crown jewel of the NFL in Green Bay to the city's transit center; from game-changing structures on La Crosse's riverfront to Green Bay's Automobile Gallery.

Although Matt is energized by his work, he doesn't take his foot off the pedal when the workday is done. At his family's more than 100-year-old Dyckesville house, he recently rebuilt a barn, and he and his wife stay busy with five children and a couple of horses. They raise lambs, pigs, chickens and turkeys and sit down each night to a dinner almost wholly supplied by their own hobby farm.

Personally and professionally, Matt values the relationships at the heart of it all. And he ensures no team operates more efficiently and with better results than Somerville. With his sleeves rolled up, Matt is the visionary leader ready to dive in.

EDUCATION / AFFILIATIONS

- **Master of Architecture,** University of Wisconsin – Milwaukee
- **Bachelor of Science in Architectural Studies,** University of Wisconsin – Milwaukee
- **Certificate in Historic Preservation,** University of Wisconsin – Milwaukee
- **Registered Architect** – Michigan, Wisconsin
- **National Council of Architectural Registration Boards** (NCARB) **Certified**
- **American Institute of Architects** (AIA)
- **Matt has been a part of the Somerville team since 1998**

PROJECT EXPERIENCE

- **Green Bay Packers**
  Don Hutson Center Facility Assessment, Lambeau Field Suites & Interior Remodel; Lambeau Field Redevelopment; Hall of Fame Renovation; Food Service & Concessions Remodel
  Ashwaubenon, Wisconsin
- **Campbellsport School District**
  Master Planning, Middle-High School Addition and Remodel; New STEM Addition
  Campbellsport, Wisconsin
- **Providence Academy**
  Master Planning, New Private K-12 School
  Green Bay, Wisconsin
- **Brown County STEM Innovation Center**
  New Building
  Green Bay, Wisconsin

Duane Grove, AIA
Senior Project Architect

Ask Duane Grove what a few of his favorite movies are and you may be surprised at the answer: "Sing", "WALL-E", "Zootopia" and most any film by PIXAR. But when you listen to his reasons, you begin to understand.

The artists who make these movies, Duane explains, get to create entirely new 3-D worlds, with their own looks and layers of texture. They get to determine how the characters react to the environment and everything in it.

In essence, it's much the same way Duane approaches creating environments for his clients. He puts himself into the shoes of those who will enter the space and imagines how they will interact with it—how they will move through it, what they will find comforting or inspiring or just allow them to do their jobs easier and more efficiently.

As an architect who has the skills to use 3-D modeling programs himself, Duane can also create and modify his ideas in real time, providing clients with a clear understanding of his vision. He believes that design is an active process, and that clients must be comfortable with every decision along the way. It's an approach that earns Duane a big "thumbs up" project after project.

EDUCATION / AFFILIATIONS

- **Masters Degree in Architecture,** University of Wisconsin-Milwaukee
- **Bachelor of Arts in Communications,** University of Wisconsin – Oshkosh
- **Registered Architect** – Wisconsin
- **American Institute of Architects** (AIA)
- **Experienced in Revit, Lumion, Photoshop**
- **Over 20 years of experience**
- **Duane has been a part of the Somerville team since 2012**

PROJECT EXPERIENCE

- **City of Marinette**
  Community Sports & Event Center
  Marinette, Wisconsin
- **Shawano County**
  Courthouse & Jail Facilities Condition Assessment, Huber Center and Radio Towers Facility Condition Assessment
  Shawano, Wisconsin
- **Kewaunee County**
  Health and Human Services - Administration Buildings Facility Condition Assessment
  Kewaunee, Wisconsin
- **Unified School District of De Pere**
  6 District Buildings - Facility Study
  De Pere, Wisconsin
- **Marinette School District**
  Feasibility Study, Master Planning, Pre-Referendum Services, Park & Merryman Elementary Schools Additions & Remodeling
  Marinette, Wisconsin

Sam Graner, PE, QCxP
Vice President of Engineering

Sam Graner is hoping you never notice all his hard work.

If all goes well, his efforts stay behind the scenes; his team doesn't get much credit. That means everything was done right.

Designing heating and cooling systems is less flashy, less visible than some of the more noticeable pieces of any project. But that's no testament to its importance, which you'll truly understand only if something goes wrong.

And Sam ensures it doesn't by putting design first. He considers design the most important aspect of a project: Good design minimizes risk and ensures the result is exactly what the client is looking for. It's good engineering practice that meets codes and regulations while keeping within a budget and masterfully coordinating with the electrical, plumbing and structural engineers and architects.

Sam's not in this for the credit. He's not in it for time spent in the office, looking at lines on paper. It's the field work – troubleshooting in a loud, hot mechanical room – that's more his style. It helps him appreciate what he's working on and allows for a better understanding of the system – and a better connection with the contractors installing his pieces. The hands-on experience allows him to better understand problems and how to manage them. Sam's listening to the maintenance folks, the ones who have to live with the work for 30 years. If he can make them happy, make their jobs easier, he's done his job.

Ideally, no one notices or cares about his work because it's been done so well. A bit of a thankless job, but one that he takes great pride in.

EDUCATION / AFFILIATIONS

- **Bachelor of Science, Mechanical Engineering,** University of Wisconsin – Madison
- **Registered Professional Engineer** – Wisconsin
- **American Society of Heating, Refrigeration, and Air Conditioning** (ASHRAE)
- **Qualified Commissioning Process Provider** (QCxP)
- **Sam has been a part of the Somerville team since 2017**

PROJECT EXPERIENCE

- **Unified School District of De Pere**
  6 District Buildings - Facility Study
  De Pere, Wisconsin
- **Kewaunee County**
  Health and Human Services - Administration Buildings Facility Condition Assessment
  Kewaunee, Wisconsin
- **Brown County**
  STEM Innovation Center; Jail Expansion & New Medical Examiners Office, East Branch Library, Neville Museum Boiler Replacement
  Green Bay, Wisconsin
- **Howard Suamico School District**
  Forest Glen Facility Study, Howard Elementary HVAC Revisions; District-Wide HVAC Study
  Howard, Wisconsin
- **Campbellsport School District**
  Facility Study & Master Planning, MS/HS Addition and Remodel; HVAC modifications at Eden Elementary
  Campbellsport, Wisconsin

Aaron Baumgartner, PE

Supervisor of Engineering Drafting |
Senior HVAC & Fire Protection Project Engineer

As an established member of Somerville's technical design team, Aaron Baumgartner has significant experience creating HVAC, plumbing and fire protection systems for buildings that help people feel at ease and comfortable.

In other words, similar to how working at Somerville makes Aaron feel. Following his 2011 graduation from the prestigious Milwaukee School of Engineering (MSOE), Aaron set his sights on returning to Green Bay to work at Somerville because of the company's unique team-driven culture. It's a spirit that Aaron believes stems from the fact that Somerville is employee-owned, fostering a highly collaborative approach to design.

It's also a big reason Somerville always goes the extra mile to deliver an exceptional client experience.

But Aaron isn't always completely comfortable while on the job. One of his clients is Lambeau Field and Aaron is a lifelong Packers fan. "I've been inside Lambeau Field dozens of times working on various projects," says Aaron. "But occasionally, I look around and still get goosebumps."

EDUCATION / AFFILIATIONS

- **Bachelor of Science in Architectural Engineering,** Milwaukee School of Engineering, Milwaukee, Wisconsin
- **Registered Professional Engineer** – Wisconsin
- **American Society of Heating, Refrigeration, and Air Conditioning** (ASHRAE)
- **Experienced in Revit, AutoCAD, Navisworks, Carrier HAP**
- **Aaron has been a part of the Somerville team since 2012**

PROJECT EXPERIENCE

- **City of Marinette**
  Community Sports & Event Center
  Marinette, Wisconsin
- **Green Bay Packers**
  Don Hutson Center Facility Assessment, Lambeau Field Suites & Interior Remodel; Lambeau Field Redevelopment; Hall of Fame Renovation; Packer Pro Shop
  Ashwaubenon, Wisconsin
- **Unified School District of De Pere**
  6 District Buildings - Facility Study
  De Pere, Wisconsin
- **Kewaunee County**
  Health and Human Services - Administration Buildings Facility Condition Assessment
  Kewaunee, Wisconsin
- **Marinette School District**
  Feasibility Study, Master Planning, Pre-Referendum Services, Park & Merryman Elementary Schools Additions & Remodeling
  Marinette, Wisconsin
- **Village of Allouez**
  Community Center facility assessment
  Allouez, Wisconsin

Troy Theis, DES
Senior Designer of Electrical Engineering Systems

To Troy Theis, efficiency is king.

When it comes to electricity, there's not a watt to waste. And when he finds a way to save a bit of power– or effort or money– he gets, well, amped.

Sometimes it's by suggesting the use of new technology, such as low-energy solid state LED lighting. Other times it's by simply narrowing down multiple specified fixtures in a design to just a few, reducing replacement storage needs and hassle.

But Troy's approach always involves designing a comprehensive plan that seamlessly combines power distribution, lighting, fire alarm and voice/data systems in the smartest and most economical way possible, while ensuring each system is up to code. No waste. No unnecessary complications. It all just works.

And like Troy would want, we won't use one more word here.

EDUCATION / AFFILIATIONS

- **Associates Degree,** Wisconsin School of Electronics, Madison, WI
- **Various Construction Safety Training Seminars**
- **Various LEED/Sustainability Seminars**
- **Various NFPA/NEC Code Seminars**
- **Experienced in Revit**
- **Troy has been a part of the Somerville team since 1991**

PROJECT EXPERIENCE

- **Green Bay Packers**
  Don Hutson Center Facility Assessment
  Ashwaubenon, Wisconsin
- **Unified School District of De Pere**
  6 District Buildings - Facility Study
  De Pere, Wisconsin
- **Shawano County**
  Courthouse & Jail Facilities Condition Assessment, Huber Center and Radio Towers Facility Condition Assessment
  Shawano, Wisconsin
- **Kewaunee County**
  Health and Human Services - Administration Buildings Facility Condition Assessment
  Kewaunee, Wisconsin
- **Brown County**
  STEM Innovation Center, Library Fire Alarm System Replacement
  Green Bay, Wisconsin
- **Marinette School District**
  Feasibility Study, Master Planning, Pre-Referendum Services, Park & Merryman Elementary Schools Additions & Remodeling
  Marinette, Wisconsin

Sheila Downing, CPD, LEED AP® BD+C
Associate | Senior Designer of Plumbing Engineering Systems

It's fair to say Sheila Downing stands out from the crowd.

After all, she's one of just a few female licensed plumbing designers in all of Wisconsin. But it's her LEED-accreditation, impressive knowledge of plumbing design and broad experience with a diverse array of projects that really set her apart.

Over the course of her career with Somerville, she's masterfully handled just about every type of plumbing design project—from medical gas and compressed air systems to sustainable water usage systems and specialty waste management.

Sheila's skills were even called upon to assist with the formidable challenge of cleaning up the Fox River, helping to design the complex plumbing systems within the barge to filter harmful sediment and hazardous materials out of the basin over a 10-mile span.

Not surprisingly, Sheila enjoys activities that set her apart from the typical as well (or at least many of her female counterparts)—she shoots trap, hunts and delights in the beauty of the great outdoors. One thing's for sure—clients who see firsthand Sheila's commitment to designing efficient, reliable and worry-free plumbing solutions know she's more than someone who stands out. She's outstanding.

EDUCATION / AFFILIATIONS

- **Bachelor of Science,** University of Wisconsin – Stevens Point
- **Registered Designer of Plumbing Systems** – Wisconsin
- **Certified Plumbing Designer** (CPD)
- **LEED® Accredited Professional** for Building Design and Construction
- **Experienced in Revit MEP**
- **Sheila has been a part of the Somerville team since 1994**

RELATED EXPERIENCE

- **Shawano County**
  Courthouse & Jail Facilities Condition Assessment, Huber Center and Radio Towers Facility Condition Assessment
  Shawano, Wisconsin
- **Marinette School District**
  Feasibility Study, Master Planning, Pre-Referendum Services, Park & Merryman Elementary Schools Additions & Remodeling
  Marinette, Wisconsin
- **Mid-State Technical College**
  Master Planning
  Wisconsin Rapids, Wisconsin
- **Brown County**
  STEM Innovation Center; Jail Expansion & New Medical Examiners Office
  Green Bay, Wisconsin
- **Green Bay Area Public School District**
  East High School Addition & Remodel; Martin Elementary Library Addition; Jackson Elementary Library Addition
  Green Bay, Wisconsin
- **DC Everest Area School District**
  New Greenheck Turner Community Center
  Weston, Wisconsin

RINK TEC™
ARENA SPECIALISTS

Rink-Tec is an **expert ice rink contractor** able to service any refrigeration system and determine the best and most cost-efficient options to existing rinks and new ice rink construction.

MAINTENANCE & EDUCATION

Any system, any installation, any requirement can be fulfilled by our staff. We have the best service people in the industry able to diagnose and fix any system out there. Continuing education and hands-on experience with hundreds of facilities makes us the most knowledgeable and respected maintenance company around.

REFRIGERATION SYSTEMS & RETROFITS

We are proud to build our own refrigeration systems right here in our Little Canada Manufacturing Facility. All of our plans are certified and guaranteed to meet and exceed each project's requirements in the best possible design, using the most detailed and effective means possible. Building our own equipment guarantees that the workmanship is of the best quality and the installation will be smooth and cohesive.

24-HOUR SERVICE & REPAIR

Full-time employees are on-call 24 hours a day to respond to and act on any service emergencies you may have immediately. We are qualified to assess every situation and offer solutions immediately to prevent additional damage or issues. Our goal is to maintain ice and make sure owners and operators keep their ice and continue operating their facilities without interruption.

CONSULTANT: **ICE RINK EXPERT**

Kyle Gillespie
President/CEO

Owner/operator with hands-on field experience in both floor and refrigeration installations. Oversee all corporate and field operations. Point of contact between owners, general contractor/ construction manager, other trade vendors and government agencies.

CONTACT

PHONE:
612-282-6485

EMAIL:
kyle@rinktec.com

WEBSITE:
www.rinktec.com

DUTIES

- Bid all projects and negotiate with customers
- Oversee day-to-day corporate operations
  - o Bonding, Insurance, Payroll, Logistics
- Set project budgets and track expenses
- Negotiate with suppliers for the provision of materials and supplies
- Supervise staff, oversee training and set work schedules

WORK EXPERIENCE

Rink-Tec International, Inc.
1989 - Present

Owner/Operator - President
1998 - Present

Assistant US Division Manager
1996 – 1998

Project Superintendent on floor system installations
1993 – 1996

Field Laborer on floor system installations
1989 – 1993

SKILLS

- 30 years of ice rink construction experience and supervision.
- Knowledge of all day to day operations.
- Expert in trouble-shooting issues and identifying design concerns early
- Travel understanding for out-of-town work and requirements needed for safe transportation and coordination of lodging, food, etc. for labor force.
- Coordination of material and shipping needs with home office and return from jobsites.
- Extensive knowledge & experience of gravel, piping, concrete, insulation, rebar & mesh installation.
- Extensive experience with earth moving equipment and laser systems for fine grading sub-grade.
- Extensive experience with fusion piping systems and fusion equipment.
- Understanding and installation experience of connecting the floor system with the mechanical room to obtain a smooth and seamless system function.
- Extensive experience in ice rink concrete design mixes and placement/pumping logistics and allowable timeframe.

Lowell Benson
Refrigeration Manager

Plan and organize the schedule and labor force for the installation of the refrigeration system installation project. Oversee and direct labor force in their day to day operations and duties. Order, document and quality control all materials prior to, during and upon completion of project. Evaluate daily production and adjust schedule as needed to meet completion date.

CONTACT

PHONE:
612-290-9027

EMAIL:
lowell@rinktec.com

WEBSITE:
www.rinktec.com

DUTIES

- Design piping, pump, condenser, chiller barrel and other components of mechanical room
- Oversee installation of above mechanical components
- Enforce safety policies and procedures during construction
- Monitor budget and expenses
- Negotiate with suppliers for the provision of materials and supplies
- Supervise staff, oversee training and set work schedules

WORK EXPERIENCE

Rink-Tec International, Inc.
August, 1997 - Present

Refrigeration Manager and System Designer
2003-Present

Assistant Refrigeration Manager
1999-2003

Field Laborer on floor system and refrigeration installations
1997 – 1999

Systematic Refrigeration
1992 - 1997
Refrigeration Technician

SKILLS

- Over 21 years of ice rink construction experience and supervision.
- Knowledge of all day to day operations.
- Expert in trouble-shooting issues or design errors on the job site.
- Travel understanding for out-of-town work and requirements needed for safe transportation and coordination of lodging, food, etc. for labor force.
- Courteous and personable manners with public.
- Coordination of material and shipping needs with home office.
- Ability to record detailed documentation of expenses and production.
- Extensive knowledge & experience of welding, pipe layout, function requirements of mechanical components, electrical requirements, etc.
- Start-up and shut-down training of system for customer/end-user.

CONSULTANT: **CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE**

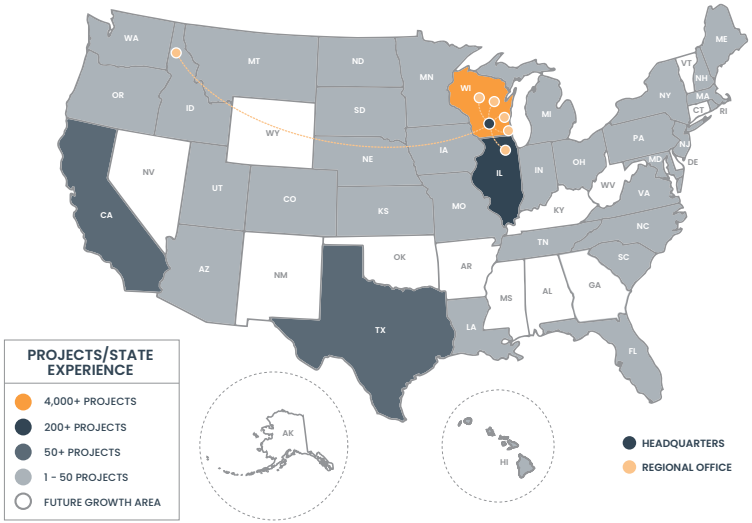
JSD Professional Services, Inc. (JSD), has grown from one office with two employees to six offices across three states. Strategically placed to serve local, regional and national clients, JSD's staff includes civil and structural engineers, surveyors, planners and landscape architects who are all focused on delivering exceptional services from project concept through ribbon cutting.

Our multi-disciplined approach provides our clients with a coordinated team of specialists who have a broad knowledge base in creative design, site evaluation, project financing, municipal entitlements, land survey documentation, site infrastructure, municipal infrastructure and construction.

MISSION: To enhance our communities through creative, passionate and inspired services

SERVICES

- Civil Engineering
- Land Surveying & Mapping
- Landscape Architecture
- Planning & Development Services
- Environmental Services
- Construction Services
- Transportation Engineering
- Structural Engineering
- Water Resources



REGIONAL OFFICES

Madison
507 W. Verona Ave, Suite 500
Verona, WI 53593 | 608-848-5060

Wausau
7402 Stone Ridge Dr, Suite 4
Weston, WI 54476 | 715-298-6330

Milwaukee
W238 N1610 Busse Rd, Suite 100
Waukesha, WI 53188 | 262-513-0666

Appleton
3215 W. Lawrence St, Suite 6
Appleton, WI 54914 | 920-733-2800

Chicago
1400 E. Touhy Ave, Suite 215
Des Plaines, IL 60018 | 312-644-3379

Coeur d'Alene - Idaho
418 E. Lakeside Ave, Suite 114
Coeur d'Alene, ID 83814 | 847-682-9420

80+
TEAM MEMBERS

25+
INDUSTRY AWARDS
Since 2015

Kevin Byrne, PLA & LEED AP BD+C | Senior Landscape Architect

An avid hockey fan, coach, and player, Mr. Byrne serves as Senior Landscape Architect and civil engineering/ landscape architecture Project Manager with over 20 years of site design and condition assessment proficiency. He has extensive knowledge of site layout and assessment, construction techniques, and condition studies.

As a board member of his local hockey club and member of their new rink opportunities committee, both seasonal and permanent, **Mr. Byrne has experience with rink construction, operations, and maintenance.**

When not working, Kevin coaches his son's and daughter's hockey teams and plays adult hockey.

EXPERIENCE:

Sun Prairie Ice Arena, Sun Prairie, WI

Ozaukee Ice Arena, South Rink, Cedarburg, WI

Cahill Seasonal Ice Arena, Whitefish Bay, WI

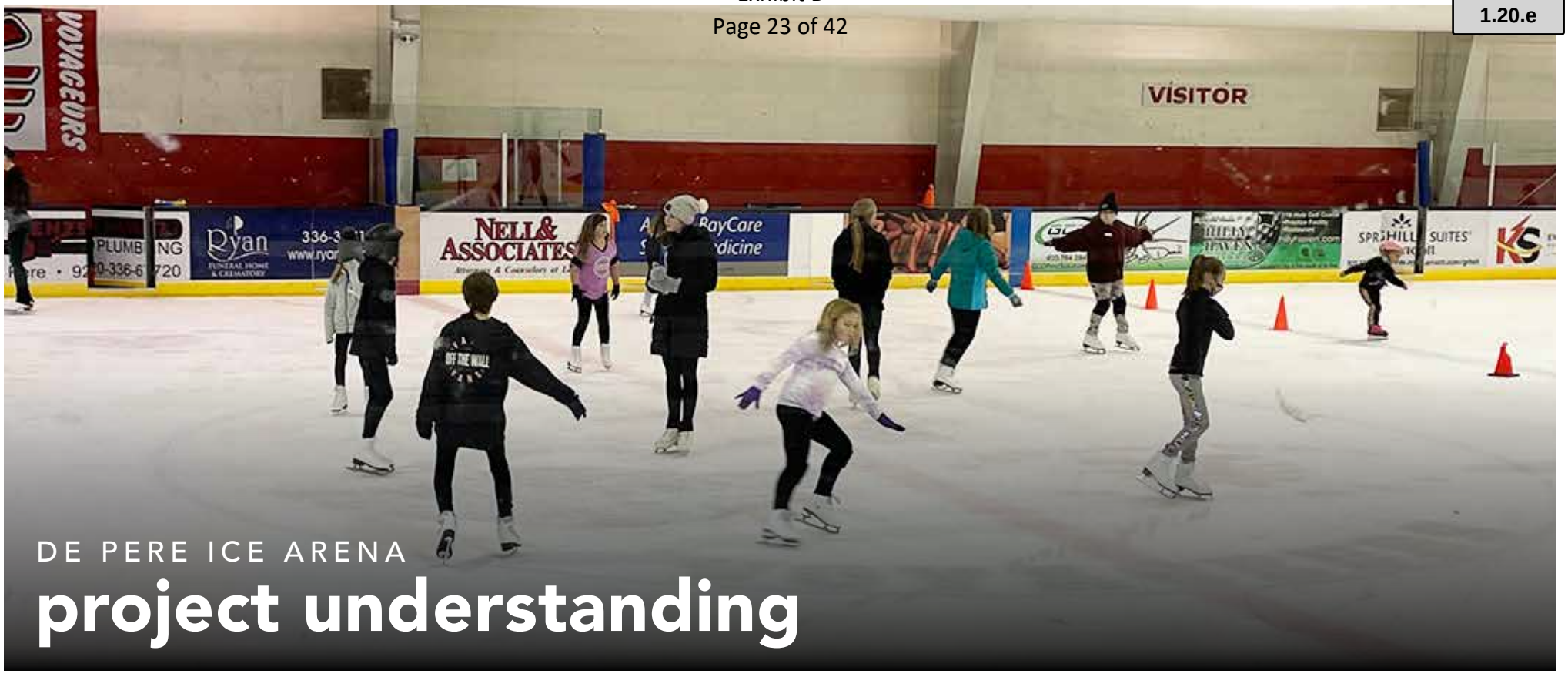
Bavarian House Seasonal Mite Ice Rink, Glendale, WI (Currently in development)

Brown Deer Seasonal Mite Ice Rink, Brown Deer, WI (Currently in development)

SIMILAR PROJECT experience

The City of Marinette looked to Somerville to evaluate their existing Civic Center and determine whether renovating the outdated facility, or building a new facility would be most beneficial to the Marinette community. Ultimately, it was decided that a new facility would provide the greatest opportunities, better serving the entire area from Marinette to Menominee, Michigan. **The completed project included a 28,000 SF ice arena can accommodate a full-size ice hockey sheet with seating for 500.** Six locker rooms are located between the ice arena and expo hall for convenience of visitors.

Our consultant, Rink-Tec, is an expert ice rink contractor able to service any refrigeration system and determine the best and most cost-efficient options to existing rinks and new ice rink construction. **They currently service the De Pere Ice Arena building and will be able to provide valuable insight into major components of the building equipment.**



DE PERE ICE ARENA

project understanding

Somerville understands that the De Pere Ice Center facility is approximately 50 years old and there is a growing concern about the long-term sustainability of the facility. Over the years the Ice Center has received several updates, including most recently a dehumidification system repair, a refrigeration plant repair, installation of a new bleacher system, installation of an above ground sump tank, garage door and refrigeration plant, and chemical tank replacements.

Somerville, and our consultants, **will provide a comprehensive report assessing the condition of the entire facility** and provide a breakdown of components / features of analysis, including identifying the level of condition of all components/equipment within the facility and the inefficient functions or deficient operations of the facility. We will assess major components of the De Pere Ice Arena for their current condition and life expectancy, including chiller plant, mechanical room and components, ice arena floor (heating/cooling system), dasher boards, the dehumidification system, building HVAC, the roof, ceiling, bleachers, bleacher heating, electrical system throughout building, locker rooms, and plumbing and fixtures.

The facility condition assessment will **include a Capital Repair / Replacement Plan** that will identify the level of urgency or priority for each of the items identified in the FCA and a cost opinion for each component. This report will provide insight into the liability associated with each item listed in the FCA for continued operation.

Somerville will plan to **meet with the City of De Pere / Board of Park Commissioners and facilities personnel to discuss future goals** and will review historical data, existing drawings, and any additional information that will contribute to a successful facility condition assessment. After we have compiled all of the information, we will present the final report to the De Pere Board of Park Commissioners.

SIMILAR projects

1,200+
CIVIC + LIFE + CULTURE PROJECTS IN OUR PORTFOLIO

Less than 2%
AVERAGE CHANGE ORDER RATE **vs.** 5% INDUSTRY AVERAGE

350+
CIVIC + LIFE + CULTURE CLIENTS

94%
REPEAT CLIENTS

Community Centers.
Parks.
Cherished NFL stadium.

At first, they may not seem to have a lot in common. But they share the same goals—provide a place for you to **have an unforgettable experience and create memories to last a lifetime,** all while providing efficient and hassle-free operation for owners.

To satisfy these goals, Somerville designers seek the feedback of both the people who will use these facilities and the people who will run them. That's why, before we ever set pen to paper, Somerville's design approach begins with listening to you. **Then Somerville responds with ideas to surprise and delight.** It's an approach that has made Somerville a proven crowd-pleaser.

Community Sports & Event Center

CITY OF MARINETTE

Marinette, Wisconsin

The City of Marinette looked to Somerville to evaluate their existing Civic Center and determine whether renovating the outdated facility, or building a new facility would be most beneficial to the Marinette community. Ultimately, it was decided that a new facility would provide the greatest opportunities, better serving the entire area from Marinette to Menominee, Michigan.

The new 114,000 square foot indoor sports and events center has four main areas: a turf field, an ice arena, an expo hall and various support and ancillary spaces.

- The 29,000 SF turf field allows for football, soccer, softball and baseball to be played indoors year round. Surrounding the field is a walking track and ample bleacher space for spectators.
- The 28,000 SF ice arena can accommodate a full-size ice hockey sheet with seating for 500. Six locker rooms are located between the ice arena and expo hall for convenience of visitors.
- The 27,000 SF expo hall is designed as a large multi-purpose, column-free space that can be arranged as four individual courts to play volleyball, basketball and tennis. This multi-purpose space can also be transformed to host larger expo events and political rallies.
- The remainder of the building contains meeting rooms, offices, concessions, restrooms, party rooms and ample storage space.

Project Highlights

- Project Type: New Community Sports & Events Center
- Area Dimensions:114,000 SF
- Project Cost: $16.5 Million
- Completed: Fall 2018

Don Hutson Center Facility Assessment

GREEN BAY PACKERS

Ashwaubenon, Wisconsin

Somerville, Inc. was hired by the Green Bay Packers, Inc. to provide a Facility Assessment (FA) of the Don Hutson Training Center located at 841 Armed Services Drive in Ashwaubenon, Wisconsin.

The purpose of the Facility Assessment is to assist the Green Bay Packers in ascertaining the current condition of the facility and to have a better understanding of the current and future replacement and/or repair needs for building components and systems. Additionally, base line Opinion of Probable Costs (OPCs) are provided to help the organization understand and prepare for these on-going and required future capital costs as they relate to master planning efforts.

EXECUTIVE SUMMARY

Don Hutson Training Center
841 Armed Forces Drive
Ashwaubenon, WI 54304

Introduction

Somerville, Inc. was hired by the Green Bay Packers, Inc. to provide a Facility Assessment (FA) of the Don Hutson Training Center located at 841 Armed Services Drive in Ashwaubenon, Wisconsin.

The purpose of the Facility Assessment is to assist the Green Bay Packers in ascertaining the current condition of the facility and to have a better understanding of the current and future replacement and/or repair needs for building components and systems. Additionally, base line Opinion of Probable Costs (OPCs) are provided to help the organization understand and prepare for these on-going and required future capital costs as they relate to master planning efforts.

Methodology

Somerville, Inc. visited the property on October 4, 2018 and October 8, 2018. During our site visit we visually observed the building and inherent systems that were exposed to view or easily accessible above suspended ceilings. This was a non-intrusive and non-destructive evaluation. Our firm is not authorized or licensed to inspect for the presence of hazardous materials.

No facility assessment can eliminate the uncertainty regarding a property, building deficiencies and respective systems. The walkthrough was based on visual observation only and the standard for FA's recognizes the subjective nature associated with defining the condition, quality and workmanship of the building components and systems.

Somerville did some limited research online using the county GIS mapping information. We reviewed existing drawings provided to us by Mike Moynihan, Assistant Director of Facility Operations (GBP). In addition, we met with Mike Moynihan, Todd Edlebeck and other facility staff to understand the facility history, recent and needed repairs, and to collect staff observation regarding the current condition of the facility.

Conclusion

In general, our observation and analysis of the existing building shows it to be in good condition and well-maintained. If repairs and replacements as denoted in this report are undertaken within the next 1-10 years, the life expectancy of the facility could be extended out another 20-25 years. Please see the following cost analysis section for a summary of recommended repairs and replacements with estimated associated costs on the next page.

Team Members:

Matt Schachtner, NCARB, AIA, Principal Project Architect
Aaron Baumgartner, PE, Mechanical and Plumbing Project Engineer
Troy Theis, Electrical Designer

Roof Recommendations

1. Our recommendation is that the metal roof be repaired immediately to eliminate leaking. We also recommend replacing the entire metal roof system and insulation (including adding snow and ice guards) in 5-10 years if snow damage and leaking persists.
   a. Estimated cost to repair leaking and damaged roof panels and flashing: $10,000-$15,000
   b. Total Roof system area: 130,566 SF
   c. Total cost for replacing the entire standing seam roof system and insulation: $2,600,000-$3,120,000
   d. Total cost for providing (2) rows of snow and ice rails: $80,000-$96,000

Exterior Doors

The painted hollow metal exterior doors and hardware are in good condition. Some of the original doors and hardware have been replaced, likely due to rust and deterioration. None of the openings need to be replaced at this time. One threshold near the southeast jog in the building footprint needs to have a new threshold installed.

Exterior Door Concerns

1. An exterior door near the southeast jog in the building footprint is missing a full aluminum threshold and full foundation/slab coverage. There is damaged grout patching and the potential for water infiltration.

Exterior Door Recommendations

1. Replace the threshold at the door near the southeast jog in the building footprint.
   a. Total cost to modify existing substrate and provide a full-coverage threshold: $250-$300

BUILDING INTERIOR

The interior spaces of the building have been well maintained in are in good condition. The main training space is comprised of exposed, painted pre-engineered structural steel system consisting of main frames/bents, roof purlins and horizontal wall girts. The building insulation, which is reinforced paper faced fiberglass, is exposed and painted in this main space. The practice floor surface in the training area is synthetic turf with a gravel substrate and a rubber and turf surface. The interior face of the precast insulated exterior wall panels around the perimeter are also painted and exposed.

All secondary and tertiary support spaces are in good condition.

Interior Concerns

1. The exposed structure in the main training space is showing some rust, which may be the result of condensation and potential building envelope water leakage over the years.

Electrical

POWER DISTRIBUTION

The Facility is served by a 480Y/277V, 2000A 3-phase electrical service. The existing Square-D QED-S series switchboard appears to be manufactured around the year 1993, about the time of installation, and is in very good working condition. There have not been any reports of panel or circuit breaker failures.

The branch panel distribution consists of 480/277V panels and 208/120V panels rated for 400A, 250A and 100A; panels are manufactured by Square-D and Siemens. All branch panels appear to have been manufactured around the year 1993, about the time of installation, and are in very good working condition. There have not been any reports of panel or circuit breaker failures.

Power Distribution Concerns

1. No major concerns at this time. Power Distribution system appears to be in very good operating condition and meets the current needs of the facility. System should continue to operate for many years, approximately 20-25 years.

LIGHTING SYSTEM

Rooms with acoustic ceilings generally have 2' x 4' acrylic-lensed troffers and mechanical spaces with an exposed ceiling have an 8'-0" industrial strip fixture with wire guard. Typical lamping consists of 40Watt T12 fluorescent tubes. Single switch control near door.

Lighting in the training area consists of approximately 250 Lithonia flood-type luminaires lamped with 1500Watt metal halide lamps and ballast to illuminate the practice field. Control is through multiple contactors and (4) switches, two of which are keyed type. There are 4'-0" wall bracket type fixtures mounted at approx. 8'-0" a.f.f. for general lighting around the perimeter of the practice field and controlled through a single switch. There are 4'-0" wraparound type fixtures mounted on a uni-strut frame above the catwalk. Both of these fixture types are lamped with 40Watt T12 fluorescent tubes.

Exterior lighting consists of wall-pack fixtures located by each door entrance/exit and appeared to utilize a metal halide lamp and ballast for illumination. Control is by integral photo-eye for operation from dusk until dawn.

Emergency egress lighting (battery units) and exit signage are installed to meet code requirements at time of installation. Most units appear to be original installed at time of building construction.

Lighting System Concerns

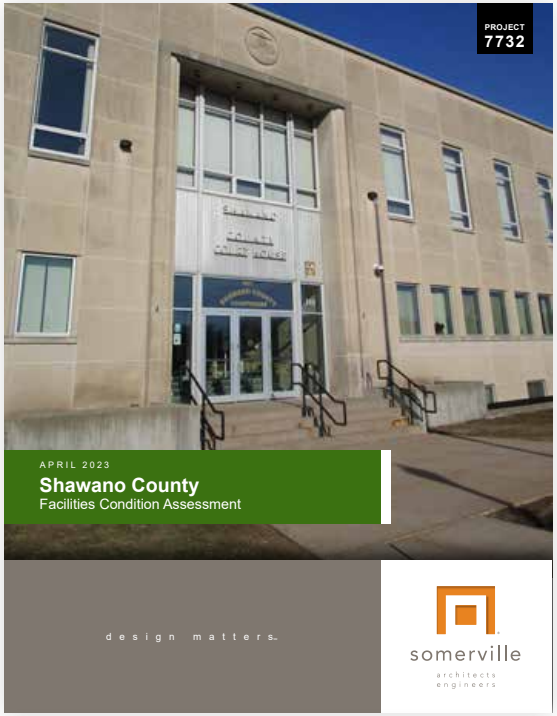
1. The 40Watt T12 fluorescent lamping, ballast and luminaires are outdated and not the most efficient type of light source.
2. Metal halide lamping, ballast and luminaires are outdated and not the most efficient type of light source. This type of lighting can be high maintenance.

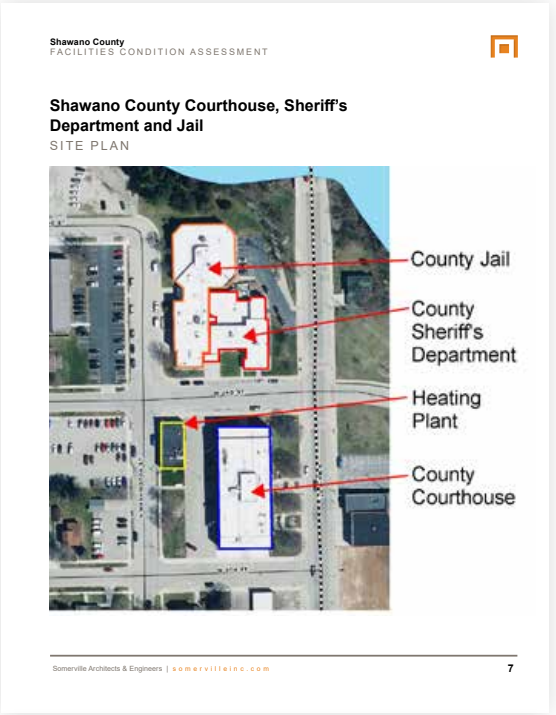
Facilities Condition Assessment
SHAWANO COUNTY
Shawano, Wisconsin

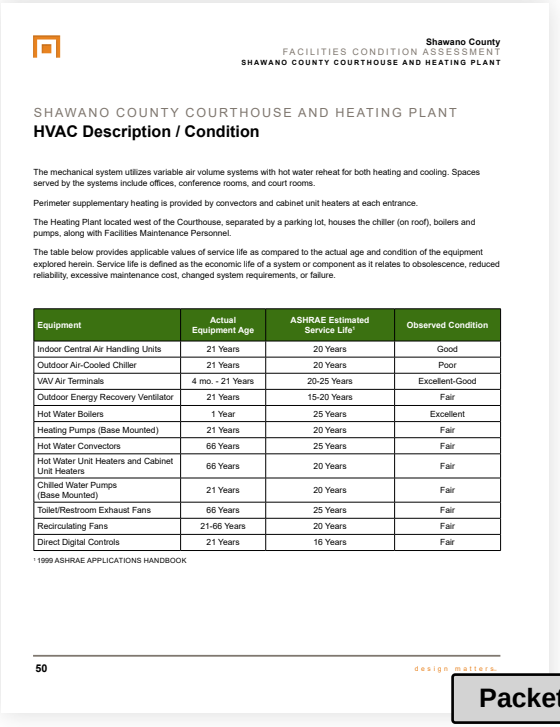
Somerville Inc. was hired by Shawano County to provide a Facility Assessment (FA) of the Courthouse and Sheriff's Department and Jail.

The purpose of the Facility Assessment was to assist Shawano County in ascertaining the condition of their existing buildings as they are today and to have a better understanding of the current and future replacement and/or repair needs for building components and systems. The assessment has been broken into two separate sections for each the respective buildings. Additionally, base line cost estimates are provided to help the County prepare for ongoing capital costs or for future master planning efforts.

Somerville Inc. visited the property in early 2023. During our site visit we visually observed the building and inherent systems that were exposed to view or accessible above a suspended ceiling.







Public Health & Human Services Building and Administration Center Facility Assessment

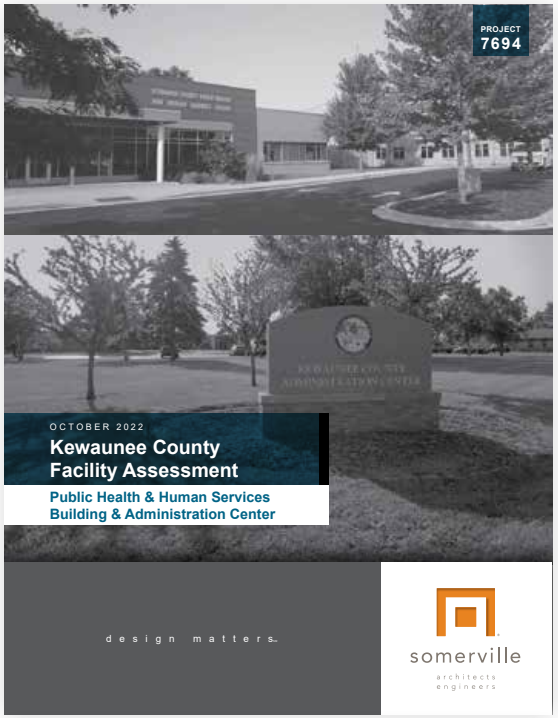
KEWAUNEE COUNTY

Kewaunee, Wisconsin

Somerville Inc. was hired by Kewaunee County to provide a Facility Assessment (FA) of the County Administration Center and the Public Health and Human Services Center located at 810 Lincoln St, Kewaunee.

The purpose of the Facility Assessment is to assist the County in ascertaining the condition of their existing buildings as they are today and to have a better understanding of the current and future replacement and/or repair needs for building components and systems. The assessment has been broken into two separate sections for each respective building. Additionally, base line cost estimates are provided to help the County prepare for ongoing capital costs or for future master planning efforts.

Somerville Inc. visited the property in September 2022. During our site visit we visually observed the building and inherent systems that were exposed to view or accessible above a suspended ceiling. The findings of this report will be useful to address immediate maintenance deficiencies and planning for future capital expenditure budgeting.



Roofing Concerns

- 1,273 sf. of EPDM over the main entry and conference room pre-dates the 2005 renovation. There are areas of staining that denote areas of standing water due to insufficient roof pitch. A few patches are delaminating from the membrane, which increases the potential for a leak due to the lack of roof pitch.
- There is also noticeable efflorescence on the brick wall at the main entrance. Efflorescence is caused by moisture being pulled out from the interior of the wall. The white dust is crystalline salts from the mortar, brick, and cap stone, which is left behind as the moisture evaporates. We believe the poor condition of the roof membrane flashing against the cap stone is allowing water into the brick wall below.
- Staff reports that there is occasional leaking along the southeast offices.

Roofing Recommendations

- The roofing membrane above the main entry and conference room should be replaced and tapered insulation added to increase the pitch to the drain and gutter. The cap stone should be removed so that proper flashing can be placed under the entire stone, then reinstalled. New roof flashing at the cap stone will eliminate water getting behind the brick and stop the efflorescence on the wall surface. Allow a budget of $16,000 - $20,000 for this work.
- Although roof leaks in general are sometimes hard to pinpoint, the gravel layer on the top of bitumen roofing makes it harder to zero in on areas of possible leaking. Typically, locations where items penetrate the roof are the first to be suspected. This would include pipes, HVAC equipment, and walls above the roof level. A qualified roofing contractor should be contacted to aide in locating roof leaks in the bitumen roofing.

COMMUNITY RESOURCE ROOM

The Community Resource Room used by the County Board contains vinyl wall covering dating back to 2005. While in good shape overall, the seams are opening up and beginning to delaminate from the gyp board wall

ROOFING SEEM UNDER STONES AT GUTTER

DELAMINATING VINYL WALL COVERING

Exterior Recommendations

- Replacement of the cracked bricks is possible, but it might be best to monitor the condition for further delamination before beginning this repair. Allow a budget of $3,000 – $5,000 for this work to include brick removal and replacement.
- Sealant in the brick vents should be removed after the site drainage issues has been addressed. Allow a budget of $1,000 for a contractor to remove the sealant and replace the brick vents.

DOORS / FRAMES

Exterior doors are aluminum with full glass panels. Interior doors are wood with most having full glass panels set into painted hollow metal frames. Doors throughout the building have the proper ADA hardware and panic devices where required. Overall, these are all in good shape.

BETWEEN GLASS SPACER BULGED UP

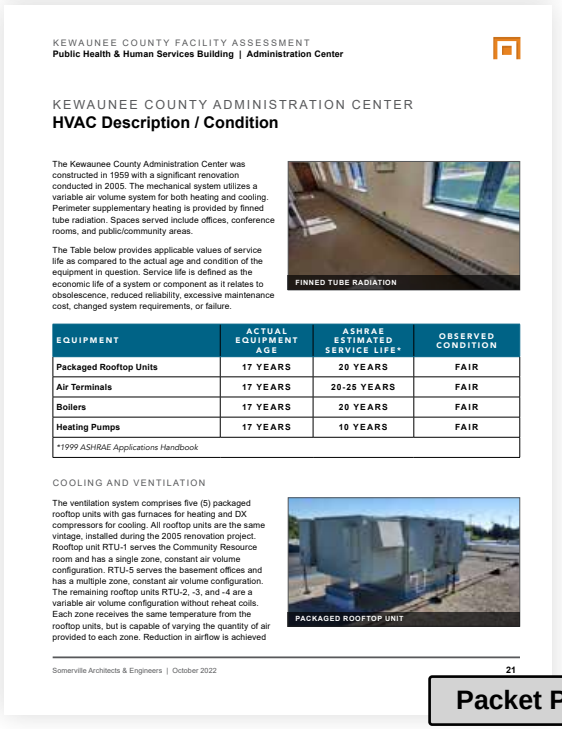
CROSS SECTION OF WINDOW SYSTEM

WINDOWS

The windows were installed as part of the 2005 renovation. They are double pane, aluminum frame, operable casements by Traco, a division of Kawneer. The spacer between the glass panes on some of the southeast-facing elevation have bulged up. Staff reports that some windows were replaced under warranty. Manufacturer data shows this spacer above the actual window air space seal. As long as there is no visible condensation between the glass panes, the window system is OK. The only way to repair this would be to replace the entire glass unit.

ROOFING

The building contains three types of roofing: 4-ply built-up asphalt, EPDM, and standing seam metal. 14,658 sf. of 4-ply built-up bitumen asphalt was installed in 2008 with a 10 year warranty and a life expectancy of 20 – 25 years, putting its scheduled replacement between 2028 and 2033, depending on a review of it's actual performance. 2,792 sf. of fully adhered EPDM was installed as in 2005 as part of the renovation. It has a life expectancy of 25-35 years, putting its scheduled replacement between 2030 and 2040, depending on a review of its actual performance. 192 sf. of standing seam metal roofing over the building front entries was installed in 2005.



KEWAUNEE COUNTY ADMINISTRATION CENTER

HVAC Description / Condition

The Kewaunee County Administration Center was constructed in 1959 with a significant renovation conducted in 2005. The mechanical system utilizes a variable air volume system for both heating and cooling. Perimeter supplementary heating is provided by finned tube radiation. Spaces served include offices, conference rooms, and public/community areas.

The Table below provides applicable values of service life as compared to the actual age and condition of the equipment in question. Service life is defined as the economic life of a system or component as it relates to obsolescence, reduced reliability, excessive maintenance cost, changed system requirements, or failure.

FINNED TUBE RADIATION

EQUIPMENT	ACTUAL EQUIPMENT AGE	ASHRAE ESTIMATED SERVICE LIFE*	OBSERVED CONDITION
Packaged Rooftop Units	17 YEARS	20 YEARS	FAIR
Air Terminals	17 YEARS	20-25 YEARS	FAIR
Boilers	17 YEARS	20 YEARS	FAIR
Heating Pumps	17 YEARS	10 YEARS	FAIR

*1999 ASHRAE Applications Handbook

COOLING AND VENTILATION

The ventilation system comprises five (5) packaged rooftop units with gas furnaces for heating and DX compressors for cooling. All rooftop units are the same vintage, installed during the 2005 renovation project. Rooftop unit RTU-1 serves the Community Resource room and has a single zone, constant air volume configuration. RTU-5 serves the basement offices and has a multiple zone, constant air volume configuration. The remaining rooftop units RTU-2, -3, and -4 are a variable air volume configuration without reheat coils. Each zone receives the same temperature from the rooftop units, but is capable of varying the quantity of air provided to each zone. Reduction in airflow is achieved

PACKAGED ROOFTOP UNIT

District-Wide Facilities Condition & Education Adequacy Assessment

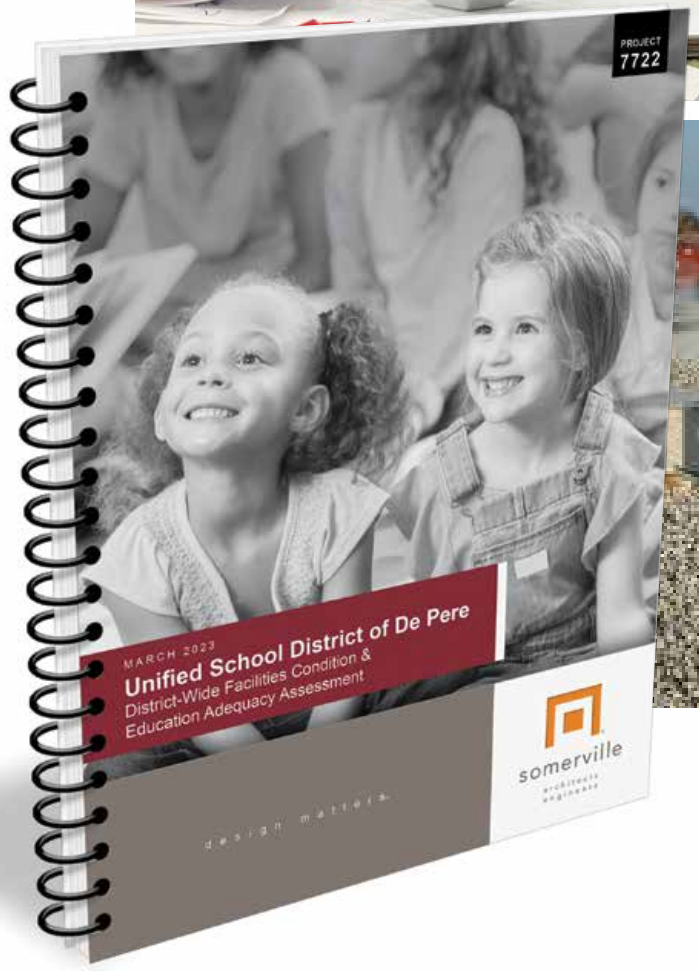
UNIFIED SCHOOL DISTRICT OF DE PERE

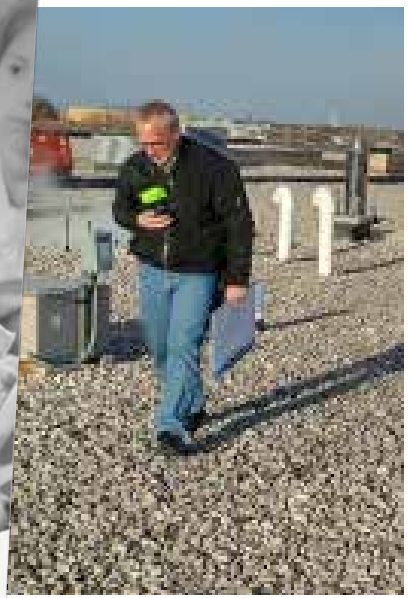
De Pere, Wisconsin

Over the past 65 years, Somerville has worked with the Unified School District of De Pere on over 40 projects. It has been exciting to see the positive results of our designs for the students and staff from the Susie Altmayer Elementary School **to our most recent project, the District-Wide Facilities Condition & Education Adequacy Assessment** completed earlier this year.

During the District-Wide Facilities Study & Education Adequacy Assessment, Somerville worked closely with the District, **investigating the conditions of all of the schools** over the course of several weeks. Throughout our site visits we observed and took detailed notes and photographs of each building's condition and its systems. In addition to meetings with Pat Meyer, Director of Buildings and Grounds, we also met with representatives from each school and administration to gather different viewpoints and opinions about the existing conditions. **During this process our team participated in the Community Conversations workshops and attended Board of Education meetings.** The education adequacy assessment focused on, Space and Program Needs, Capacity, Flexible & Collaborative Spaces, Visual Connection, Sense of Belonging, and Safety & Security. Our study also provided a Strategies section that would provide options to improve the teaching and learning needs in the District. Our facility condition assessment report also **included a detailed prioritized spreadsheet of recommendations and associated costs.**

Somerville is currently working on the next phase of community engagement and pre-referendum planning with the Unified School District of De Pere.





references

SHAWANO COUNTY
Steve Dreher, Director of Facilities and Grounds
311 N. Main Street, Shawano, Wisconsin 54166
Steve.Dreher@shawanocountywi.gov | 715-526-6685

UNIFIED SCHOOL DISTRICT OF DE PERE
Dr. Christopher Thompson, Superintendent
1700 Chicago Street, De Pere, Wisconsin 54115
cthompson@depere.k12.wi.us | 920-337-1032

GREEN BAY PACKERS
Mike Moynihan, Director of Facility Operations
1265 Lombardi Avenue, Green Bay, Wisconsin 54304
moynihanm@packers.com | 920-569-7443

proposed timeline

TASK	MARCH				APRIL					MAY			
	4	11	18	25	1	8	15	22	29	6	13	20	27
ASSESSMENT OF PHYSICAL CONDITION													
Kick-off meeting with the City of De Pere / Board of Park Commissioners		■											
Gather and review historical data, existing drawings, and any additional information from the City of De Pere / Board of Park Commissioners			■	■									
Meet with the City of De Pere / Board of Park Commissioners and facilities personnel to discuss future goals			■	■									
Site investigation to evaluate building envelopes, systems and infrastructure (including HVAC, plumbing, electrical, structural concerns, roofing, equipment, etc.) and site					■	■							
Site investigation to evaluate ADA, code compliance, safety & security, sustainability, energy efficiency, and site utilization					■	■							
STUDY OF OPTIONS													
Recommendations for corrections and improvements for building systems						■	■	■					
Create conceptual solutions that will begin to address the challenges, and the physical deficiencies in the building. Develop opinion of probable costs.								■	■	■			
Meetings to review findings and preliminary recommendations with the City of De Pere / Board of Park Commissioners, along with estimated costs											■		
Refine recommendations based on feedback from the City of De Pere / Board of Park Commissioners												■	
EXECUTIVE SUMMARY													
Compile all of the information gathered in one cohesive facility condition assessment document with findings to address deficiencies and recommendations for improvements, opinion of probable cost and forecast for future facility renewal cost & present to the City of De Pere												■	
In-person presentation to the De Pere Board of Park Commissioners													■

fee PROPOSAL

somerville architects | engineers

The City of De Pere

DE PERE ICE ARENA - FACILITY CONDITION ASSESSMENT

Proposed Fee Schedule Worksheet

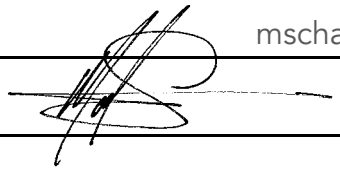
Company Name: Somerville, Inc.

Company Address: 2100 Riverside Drive, Ste. 300

Company Address: Green Bay, WI 54301

Company Representative: Matt Schachtner

Email: mschachtner@somervilleinc.com

Signature: 

Item	Fee
De Pere Ice Arena – Facility Condition Assessment	
Facility Condition Assessment and Cost Opinion Plan for replacement and repair	**$ 19,900**

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

Item	Cost
Reimbursable costs - can include printing, postage, plan review fees and other project related expenses	**$500**

Reimbursable expenses and services included are further defined on the page 36.

SERVICES INCLUDED:

Facility Condition Assessment
Provide a comprehensive report assessing the condition of the entire facility and provide a breakdown of components/features of analysis.
- Identify the level of condition of all components/equipment within the facility.
- Identify inefficient functions or deficient operations of the facility.

Assess major components for their current condition and life expectancy.
Major components of the Ice Arena are identified as:
- Chiller plant
- Mechanical room and components
- Ice arena floor (heating/cooling system)
- Dasher boards
- Dehumidification system
- Building HVAC
- Roof
- Ceiling
- Bleachers
- Bleacher heating
- Electrical system throughout building
- Locker rooms
- Plumbing and fixtures

Capital Repair/Replacement Plan
- The plan shall be a comprehensive look at when to repair/replace items identified in the FCA.
- Identify a level of urgency or priority for each of the items identified in the FCA.
- Provide a cost opinion for each component listed in the FCA.
- Provide insight into the liability associated with each item listed in the FCA for continued operation.

Meetings
The Consultant shall plan for meeting attendance at, but not limited to, the following meetings:
- Pre-construction meeting with city.
- Presentation to the Board of Park Commissioners of the draft plan.

Reimbursable expenses are in addition to the stated fees and will be billed with a 10% markup. Reimbursable expenses include the following:

- Printing and reproduction.
- Postage, handling and delivery.
- Travel expenses associated with the project. Mileage to and from the project site will not be billed.
- Renderings, physical models, mock-ups, professional photography, and presentation materials
- Other project related expenses.

2024 SOMERVILLE, INC. HOURLY RATES & INSURANCE

(For additional services requested & authorized by the owner. Billing rates are adjusted annually effective on the first day of January.)

Architecture

Senior Project Architect - Level III	$174
Senior Project Architect - Level II	$169
Senior Project Architect - Level I	$164
Project Architect - Level III	$159
Project Architect - Level II	$154
Project Architect - Level I	$149
Architect - Level III	$144
Architect - Level II	$139
Architect - Level I	$134
Senior Designer - Level III	$113
Senior Designer - Level II	$110
Senior Designer - Level I	$107
Designer - Level III	$104
Designer - Level II	$101
Designer - Level I	$98
Senior Drafter - Level III	$95
Senior Drafter - Level II	$92
Senior Drafter - Level I	$89
Drafter - Level III	$86
Drafter - Level II	$83
Drafter - Level I	$80

Project Management

Senior Project Manager - Level III	$159
Senior Project Manager - Level II	$153
Senior Project Manager - Level I	$147
Project Manager - Level III	$141
Project Manager - Level II	$135
Project Manager - Level I	$129

Interior Design & Environmental Graphics

Senior Interior Designer - Level III	$121
Senior Interior Designer - Level II	$113
Senior Interior Designer - Level I	$105
Interior Designer - Level III	$97
Interior Designer - Level II	$89
Interior Designer - Level I	$81
Environmental Graphics / Graphic Design	$100

Engineering

Senior Project Engineer - Level III	$181
Senior Project Engineer - Level II	$173
Senior Project Engineer - Level I	$165
Project Engineer - Level III	$160
Project Engineer - Level II	$155
Project Engineer - Level I	$150
Engineer - Level III	$145
Engineer - Level II	$140
Engineer - Level I	$135
Senior Designer of Engineering Systems - Level III	$143
Senior Designer of Engineering Systems - Level II	$139
Senior Designer of Engineering Systems - Level I	$135
Designer of Engineering Systems - Level III	$131
Designer of Engineering Systems - Level II	$127
Designer of Engineering Systems - Level I	$123
Senior Designer - Level III	$119
Senior Designer - Level II	$116
Senior Designer - Level I	$113
Designer - Level III	$110
Designer - Level II	$107
Designer - Level I	$104
Senior Drafter - Level III	$101
Senior Drafter - Level II	$98
Senior Drafter - Level I	$95
Drafter - Level III	$92
Drafter - Level II	$89
Drafter - Level I	$86

Principal	$239
Vice President - Engineering	$203
Vice President - Operations	$181

Business, Umbrella, Automobile, Workers Comp and Professional Liability Insurance

Somerville, Inc. carries the insurance limits, listed on page 39, as standard coverage. Premiums for insurance limits beyond that identified on the following page which are required by the Owner will be charged as a reimbursable expense.

PAGE INTENTIONALLY LEFT BLANK FOR FORMATTING PURPOSES.

somerville
architects
engineers

1.20.e

SOMEINC-01 JDRAJKOW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2023

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

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

PRODUCER	CONTACT NAME:	
Risk Strategies Northeast 318 South Washington Street Green Bay, WI 54301	PHONE (A/C, No, Ext): (262) 321-1111	FAX (A/C, No): (262) 619-2805
	E-MAIL ADDRESS: JIS-insurance@Risk-Strategies.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056
INSURER B : Travelers Casualty and Surety Company of America	31194
INSURER C : The Hanover Insurance Group, Inc.	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Somerville Inc.
2100 Riverside Dr Ste 300
Green Bay, WI 54301

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PSB0003664	8/1/2023	8/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			PSA0001848	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			PSE0002089	8/1/2023	8/1/2024	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PSW0002721	8/1/2023	8/1/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Crime			0106786771LB	10/17/2023	10/17/2024	Crime	1,000,000
C	Prof. Liability			LH1D656146	8/1/2023	8/1/2024	Aggregate/Each Claim	5,000,000

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

CERTIFICATE HOLDER

For Proposal Purposes Only

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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

WHY
somerville?

MEETING DEADLINES

RESPECTING BUDGETS

Exceeding expectations

The spaces you provide for your community say a lot about you. They establishes initial impressions, showcases what you value, and can even contribute to or subtract from your bottom line. Municipalities that align their physical spaces with their organizational requirements and plans for the future have another tool to help them achieve their goals.

Our full-service team has the experience, **knowledge**, and **dedication** to help our clients achieve their goals. At Somerville, we have a team of highly-experienced and seasoned professionals, **all of whom have previous experience designing and creating community-focused buildings**. Our team has a reputation for listening to our clients' needs and developing unique solutions that meet deadlines, respect the budget, and exceed expectations.

Advantages of the Somerville Team

- **Local, full-service, multi-discipline team, all under one roof**
- 77 years of experience
- **Dedicated team with relevant experience**
- Design diversity
- Committed to engaging stakeholders in the process
- In-house LEED professionals
- Attractive, cost-effective and functional facilities
- **Unique solutions that support the vision, mission and goals of our clients**

somerville

architects
engineers

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 15, 2024

RE: De Pere Ice Arena - Facility Condition Assessment

Staff reviewed the proposals submitted for the Facility Condition Assessment of the De Pere Ice Arena. The approved budget for the FCA was $20,000, however the funding is to come from the Ice Arena Fund Balance and ultimately subject to approval from City Council. The Board of Park Commissioners job will be to select a consultant and recommend approval from the City Council.

Below is a grading system staff has put together based on our review. A score of 5 is considered to be the best. Staff provided up to one additional point for a unique attribute a consultant can bring to the table. Below the table is a very brief comment on most of the consultants.

(5 – Best, 1 – Least)

Company	Understanding of Project	Staff Resources	Experience/ Similar Projects	Staff	Cost	Total
ISES	4	4	5	1	4 $24,100	17
CJL Engineering	3	5	4		3 $27,500 $9,500 Travel	15
McMahon	4	4	4	1	4 $23,600	17
Ayres	5	4	4		2 $50,270	15
Sommerville	4	4	4	1	5 $19,900 $500 (Misc)	18

Notes:
ISES – Received staff point for specializing in Facility Condition Assessments with high volume of Ice Rinks.

CJL – Does not give a narrative or explanation of the project. Has very good staffing resources and deals mostly with construction and renovation of rinks.

McMahon – Received one point from staff for their current working relationship with the City. Has all around experience, but does not have any FCA experience in Ice Rinks. Has worked with construction and renovation of rinks.

Sommerville – Has not done many FCA's for Ice Rinks but has done FCA on various other buildings. Is partnering with Rink Tec, which happens to be the company that installed and repaired our chiller system. We have worked successfully with Sommerville in the past on the Nelson Pavilion conceptual design.

CITY OF DE PERE

FACILITY CONDITION ASSESSMENT

PROPOSAL

January 29, 2024

ISES CORPORATION

ISES CORPORATION

January 29, 2024

Mr. Marty Kosobucki
Director, Parks, Recreation and Forestry
City of De Pere
925 S. Sixth Street
De Pere, WI 54115

Dear Mr. Kosobucki:

ISES Corporation (ISES Corp) is pleased to submit our qualifications in response to your Request for Proposal to provide a Facility Condition Assessment (FCA) for the City of De Pere. We are keen on this opportunity and confident that we are fully qualified to meet your needs.

ISES Corp was established in 1987 with headquarters located in Atlanta, Georgia. We are a privately-held small business that was founded to provide FCA studies. It remains our core business and our primary service. We provide your organization with the data and tools necessary to ensure that scarce capital resources are invested in the most efficient manner. We are a best-in-class expert and renowned supplier of highly credible data for strategic and capital planning. We'll deliver a quantitative analysis of the condition of your buildings and construct a long-term facilities renewal program that is designed to be flexible to your needs and changing conditions. With the vast number of FCA inspections under our belt, ISES Corp is enormously qualified and experienced.

Several key factors differentiate us from other firms that say they conduct FCAs.

- **Experience.** While other firms may claim to have conducted thousands of FCAs, we are the only firm that has continually provided this service for over three and a half decades.
- **Thorough assessment.** Our professional assessors walk every building, roof to basement, and each floor in between. They enter every single room unless it's locked. Facility inspections are conducted with sensitivity to the activities and needs of the building occupants. The only time we use a sampling method to collect FCA data is when inspecting residences, like dormitories or apartments. Occupant privacy dictates that we evaluate a small number of representative rooms selected by an escort.
- **Expertise.** Our senior leadership sets us apart. We employ individuals with senior level facilities management experience. We know about the challenges you face because we've been in your shoes.
- **Service before software.** Some FCA providers originated as software developers who added facilities consulting services as an afterthought to enhance sales. Our primary focus has always been on providing FCAs, day in and day out.
- **Facility consulting foremost.** Other FCA providers are owned by international multimillion-dollar firms whose main emphasis is construction management and design engineering. ISES Corp was founded with the sole mission of providing FCA. More than 37 years later, this remains our core business.
- **One-year free trial.** Not sure if you need our software for your data? We recommend it, but you decide – after you've used it at no charge for one year.

We thank you for considering our services for your facilities consulting needs.

Very respectfully,

Tony Simpson
Vice President

A. FIRM BACKGROUND AND INFORMATION

Established in 1987, ISES Corporation is a woman-owned facilities consulting firm that helps building portfolio managers make better capital planning and investment decisions by providing our clients with a wealth of detailed and accurate data about their buildings and a relational database in which to maintain the information. We offer an assortment of services to facility owners and managers of multiple facilities – from small buildings to extremely large and complex. We specialize in condition assessments, operations analysis and management studies.

ISES Corp can trace its service roots back to 1980. At that time, the ISES founder, Edward Gee, was instrumental in the successful completion of the first comprehensive assessment of facilities conditions conducted on a nationwide scale by a major entity. That project was a survey of historical properties at more than 50 National Parks across the country. It resulted in the development of the first computerized facilities condition database, a DOS-based system.

Following the completion of this project, Ed recognized a need for providers of condition assessment services on a grand scale, thus leading to the eventual founding of ISES Corporation. Since our establishment, we have led the industry in developing this niche service into a comprehensive tool provided to many of the larger landlords across the nation. As we've evolved, we've developed a wide variety of additional services, all targeted within the facilities management and operations arena, which serve to supplement our core FCA service base.

Today, ISES Corp is a woman-owned family business, certified as a Small Disadvantaged Business (SDB) in the Federal Government's SDB program. Ed's daughters have taken on the reins to preserve and lead the family business legacy forward. Both are committed to Ed's guiding principles: *to provide quality professional services at a fair and reasonable cost*. They are honored to undertake the responsibility of maintaining the success of the business and the reputation of the family.

B. HISTORY AND ICE ARENA EXPERIENCE

ISES Corp was founded with the primary mission of providing FCA services. Today, FCAs continue to be our core business and our primary service. It accounts for 85 percent of our annual revenue. Our nationwide client base includes federal, state and local government entities, higher education and K-12 facilities, healthcare and research institutions, laboratories, as well as private sector and institutional clients.

We are the only small business in the nation that has continuously provided these services for more than three and a half decades. Despite our small business status, we routinely inspect an average of more than 2,000 facility assets comprising approximately 50 million GSF annually. To date ISES Corp has surveyed over 3 billion square feet of facilities and many billions of linear feet of infrastructure.

Our assessors have extensive experience inspecting both public and private facilities ranging in age from brand new to buildings constructed in the late 19th century and are attuned to their unique considerations. The fact is we've encountered just about every facility type and specialized facility system in our 36 years. We know buildings. A list of facility types that we typically inspect is provided on the following page.

- Airplane hangars
- Athletic facilities *(including stadiums, gyms and fields)*
- Barns and stables
- Chapels and houses of worship
- Childcare facilities
- Classrooms
- Courthouses
- Data centers
- Dining halls and restaurants
- Dormitories, apartments and single-family residential
- Fire and police stations
- Fraternity and sorority houses
- Greenhouses and observatories
- Hardscape systems
- Hospitals, clinics and veterinaries
- Hotels and motels
- Ice rinks
- Jails and prisons
- Laboratories
- Libraries
- Mortuaries
- Office and admin facilities
- Parking structures
- Parks and playgrounds
- Pools and natatoriums
- Physical plant structures
- Research centers
- Retail facilities
- Shops and trades buildings
- Student unions
- Theaters, auditoriums and film studios
- Utility infrastructure systems
- Warehouses
- Wineries

The professional staff that ISES Corp uses to conduct FCAs is composed entirely of experienced architectural and engineering inspectors. They are all trained by our vice president of operations and supervised by our most senior assessors. Training is conducted via regular workshops to update assessors on trends, codes, ISES policies and client requests. He also emails periodic guidance documents addressing our project and lifecycle cost book and modifications relevant to today's conditions. This ensures that our team members are well-versed in the various codes that govern facilities and their sites, as well as consistency across an FCA project. Training is ongoing and new inspectors shadow veterans until the trainer is satisfied that code has been learned and all violations are always observed and identified. FCAs are their primary job function.

It is important to note that, while the company is 37 years young, our personnel have decades of experience in facilities management. Many of our assessors have inspected over 3,000 facilities. Some have been with ISES Corp for 30 years or more and have worked in all possible combinations with every colleague. New hires may be new to ISES, but they're not new to facilities assessment and management. We employ individuals with senior level facilities management experience from major institutions across the country. This provides us with a background in and personal knowledge of the challenges of today's facilities operations.

The following is an abbreviated list of comprehensive assessments that ISES Corp has conducted for ice rinks.

CLIENT	FACILITY
Gustavus Adolphus College	Roberts Ice Rink
Los Alamos County, NM	Ice Rink
Michigan State University	Munn Ice Arena
Northeastern University	Matthews Arena
Princeton University	Hobey Baker Memorial Rink
Syracuse University	Tennity Ice Skating Pavilion
The Pennsylvania State University	• Pegula Ice Arena • Greenberg Indoor Sports Complex
University of Connecticut	Toscano Family Ice Forum
University of Massachusetts, Lowell	Tsongas Center
University of Michigan	Yost Ice Arena

CLIENT	FACILITY
University of Minnesota	• 3M Arena at Mariucci • Ridder Arena
University of Notre Dame	Compton Family Ice Arena
Weber State University	Ice Sheet Ogden

C. PROJECT UNDERSTANDING

The City of De Pere is seeking a qualified firm to conduct a comprehensive Facility Condition Assessment of the De Pere Ice Arena. The objective is to evaluate the arena's long-term sustainability and identify capital renewal expenditures that are anticipated to keep the building in good condition before investing any additional dollars in the arena's upkeep.

Proper stewardship of a facility requires knowledge of current conditions so that the necessary baseline for proper planning can be established. Knowing what equipment assets the facility has, where they're located, when repair or replacement is needed and how much it will cost is critical in order to avoid equipment failure and make informed decisions. The key to effectively managing a facility asset is information. That's where ISES Corp steps in to assist our clients. We understand that this data is an essential tool for managing the arena in a proactive manner; you need solid knowledge of the deficiencies that must be corrected.

ISES Corp will help by delivering a quantitative analysis of the ice arena's condition along with a long-term facility renewal plan. We'll provide you with knowledge of its current state, analyzed both separately and in comparison with similar facilities. Having more precise data will let the City evaluate the level of facility renewal funding necessary to maintain and upgrade the facility in accordance with the standards the City wishes to apply.

The facility will be evaluated by a two-person team consisting of experienced architectural and engineering inspectors. The assessment will be visual and nondestructive. The team will request interviews with building maintenance staff and provide forms for them to easily convey building concerns. Inspection will address the following areas:

- Immediate Building Site (5' radius)
- Associated Parking Lot(s)
- Exterior Structure & Roofing
- Interior Structure & Finishes
- ADA Compliance
- Fire/Life Safety
- Health-Related Issues (asbestos, IAQ, etc.)
- HVAC
- Electrical
- Plumbing
- Vertical Transportation

The assessment team will develop comprehensive FCA data for the building. They will identify what is currently deficient and what is expected to require attention within the next ten years based on existing conditions,

industry averages and anticipated lifecycle failures. All information derived from the inspections and related assessment data will be stored within the ISES AMS database. AMS was designed in-house for the purpose of managing FCA data and is the tool used daily by ISES personnel for data development and report generation.

Renewal needs will be properly identified, prioritized and estimated for long-range planning purposes. The team will also photograph actual conditions during the physical inspection, upload the photos to AMS and include them in the published report.

The evaluation will address deficiencies in the building as they relate to building code changes (particularly fire safety issues). It should be noted, however, that this is not an exhaustive code review, but is limited to visual observations only. ISES Corp, by virtue of this inspection effort, assumes no liability for actual code deficiencies or harm caused by such items. All liability remains with the building owner and the original designer/ contractor(s) associated with facility construction. The ISES FCA complies fully with ASTM E2018-15.

The current replacement value (CRV) of the building will be calculated by prorating the base cost per gross square foot (GSF) according to building size and primary use (e.g., theater, research lab, classroom, etc.). We start with the RSMeans Square Foot costs. This base number is adjusted for the facility size and local area city cost indices. Then we add modifiers for construction markups, professional fees, construction/project oversight and demolition of the existing structure. The CRV is based on replacement with current construction standards for the facility use, not original design parameters. We'll also calculate the arena's Facility Condition Index (FCI) and Facility Condition Needs Index (FCNI). These metrics will provide an objective comparison of the building's condition and help determine the amount that should be reinvested each year to keep the building in good condition.

ISES Corp will deliver a draft of the FCA plan for the Board of Park Commissioners to review and revise, if necessary. The plan will consist of a reporting that contains a narrative summary, methodology description, prioritized recommendations with cost estimates, inventory of renewable components with associated lifecycle data, and reporting for the 10-Year Renewal Needs using various data sorts. The recommendations will be to bring the facility to modern standards without any expectation of a change to space layout or function. The report will be sent in PDF format.

Our proposal includes access to your customized AMS database for a period of one year after delivery of the final report. The database will be tailored specifically for your project and accessible via the internet to anyone you designate as an authorized user. AMS is web-based, secure and user-friendly. We offer our clients the ability to test drive the database because we're in the business of supporting our clients and creating long-term relationships. Our goal is to help our clients improve the quality of both their facility portfolio and their delivery of facility management services. De Pere users can update or add as much data as they want and play around with the features and functions of the database.

After the first year of database access, we charge a small annual hosting fee that includes all necessary database license rights, maintenance upgrades and unlimited customer support. If you decide not to pay the annual hosting fee after that year, there's no risk or catch. The City won't be charged for how much you used the database or the amount of data that was entered. ISES Corp just simply removes your access to the database.

D. SIMILAR PROJECTS

SIZE
116 buildings, 600,000 GSF
47 parks, 506 acres

SERVICES
- Facility Condition Assessments
- Equipment Inventory

CITY OF IRVINE, CA

The City of Irvine was incorporated in 1971 and today is one of the nation's largest planned urban communities with more than 58 square miles and a population of approximately 180,000. In early 2004 they identified the need to conduct a comprehensive evaluation of the overall condition of its facilities and parks. ISES Corp was retained to conduct a complete FCA involving the inspection of 116 City sites, including:

- Community and neighborhood parks comprising 506 acres
- Pump stations
- Bike trail amenities
- 600,000 GSF of buildings (admin, athletic structures, senior centers, libraries and other support facilities)

The Parks and Recreation department uses the FCA data to plan and manage capital renovation needs. The City understands it is imperative to keep the project backlog database current or its initial investment would be wasted. ISES has been invited back several times for new inspections and to update the FCA data in the AMS database.

While conducting the condition assessments in 2019, ISES Corp also developed and delivered a complete nameplate inventory of building equipment to allow development of a mature preventive maintenance program.

SIZE
557 buildings, 23 million GSF

SERVICES
- Facility Condition Assessments
- Equipment Inventory
- Barcoding

MICHIGAN STATE UNIVERSITY

ISES Corp won the aggressive qualification and bid process for FCA and asset inventory services in the winter of 2018-19. The initial FCA task order included up to 557 buildings totaling nearly 23 million GSF of space across all campus entities – state and self-funded. The length of service is open, and annual task orders are issued for planned work. To date, ISES has completed FCAs for 188 buildings, encompassing approximately 19.3 million GSF. The remaining FCA work is ongoing.

MSU uses FAMIS as their CMMS platform. ISES Corp was originally tasked with preparing FCA data to be loaded into the CMMS, where applicable. For now, the campus has paused its expanded use of the CMMS platform and is considering other alternatives.

The FCAs are part of an across-the-board effort by campus facilities management that includes implementation of a new mobile platform and tools, GIS mapping of all equipment rooms and specific equipment, and equipment inventory and barcoding of major equipment. The FCA data has been integrated into these processes, and information and resources are shared, where appropriate. Although the campus has resourced the bulk of the ancillary efforts, it included contract language to use ISES Corporation to provide ongoing FCA services.

SIZE
176 buildings, 13.1 million GSF

SERVICES
- Facility Condition Assessments
- FCA Updates
- ADA Study

SYRACUSE UNIVERSITY

In the fall of 2015, Syracuse University's Campus Planning, Design and Construction Department issued a Request for Proposal for a campuswide facilities condition assessment program and equipment inventory. The University requested schedule options, and ISES Corp proposed an accelerated (and therefore expensive) approach, a moderate (one-year) approach and a phased (three-year) approach. The University also requested suggestions for a utility system condition assessment approach, in contemplation of a future RFP for this scope.

ISES Corp was awarded a contract to assess 168 facilities in 2016. Included in the scope was our verification of the University's existing inventory of maintainable assets in those structures. Two years later, the University requested our proposal to regularly update the assessments, and we agreed to revisit the campus and update the reports annually for ten years, inspecting a tenth of the facilities (by GSF) each year. In late 2023, we were asked to return and conduct FCAs for 16 additional facilities. This effort is currently underway.

We have separately delivered an ADA transition plan of campus parking areas and garages, totaling about 9000 spaces, and two special FCA studies of specific structures.

ISES performed a facility condition assessment of all 9 million square feet of the Syracuse University campus in 2016. The company performed extremely well, and they are a valued partner of the facilities team at the University.

- Joe Alfieri
Director, Campus Planning, Design, and Construction

SIZE
760 buildings, 22.4 million GSF
73 utility infrastructure assets

University Park and 23 Commonwealth campuses

SERVICES
- Facility Condition Assessments and Updates
- Utility Infrastructure Condition Assessments
- Hardscape Condition Assessments
- Condition Assessment Updates
- Vertical Transportation Analysis

THE PENNSYLVANIA STATE UNIVERSITY

As a result of a competitive procurement process, ISES Corp was selected in 2003 to conduct a five-year phased FCA study for the University Park campus in State College, PA. The University was so pleased with the results of the first phase that funding was accelerated to complete the entire study in four years instead of five, and the scope of work was increased to include the 23 Commonwealth campuses and all utility infrastructure systems. Over the years, facilities have been added to the FCA database resulting in composite data for more than 750 facilities with nearly 23 million GSF.

In 2007 ISES began annual FCA Updates, reinspecting one-fourth of the University Park campus each year. FCA Updates for the Commonwealth campuses began in 2010 with the intent of a complete reevaluation of 23 campuses over a four-year period. ISES continues to conduct new and update FCAs every year for each campus.

Penn State owns and operates two steam generation facilities, five major high voltage substations, domestic and sanitary treatment facilities, a stormwater system and a natural gas piping network on the University Park campus. The University determined that it needed to assess the remaining useful life of the systems and equipment located on campus so they could develop a strategic plan to improve these physical assets. ISES was commissioned to conduct a comprehensive analysis of these utility systems and provide them with a prioritized list of renewal needs and associated cost estimates. These findings were incorporated into their ISES AMS database. Also included in this work scope was a thorough analysis of roadways and parking lots at the University Park and Commonwealth campuses.

SIZE
42 buildings, 544,000 GSF

SERVICES
- Facility Condition Assessments
- Utility Infrastructure Condition Assessment
- Equipment Inventory
- Preventive Maintenance Procedures

VILLAGE OF SCHAUMBURG, IL

In 2018, ISES Corp partnered with 845 Design Group (845) in response to an RFP to conduct condition assessments of select Village buildings. ISES conducted the FCAs and delivered comprehensive reports. 845, a preferred A/E vendor with the Village, led the project effort, served as the local day-to-day contact and oversaw the efforts of the ISES team.

Facilities included fire stations, public works facilities, airport terminals and hangars, salt domes, parks facilities and more. ISES also inspected potable and sanitary water assets, including sewer lift stations, water towers and reservoirs.

The scope of work was performed in two phases. Phase 1 consisted of the FCA, and Phase 2 involved developing a matrix of preventive maintenance (PM) information and procedures for all building elements identified in Phase 1. The matrix included age, make, model, maintenance procedures, schedules and information and materials required for each task.

The FCA reports and PM matrix provided the Village Engineering & Public Works Department with a list of necessary remedial tasks with estimated costs. The data will be invaluable when budgeting future Village projects. Findings were entered into the ISES AMS database, created and customized for the Village. Public Works personnel are now able to revise the backlog as recommended repairs and replacements are completed, then generate updated tables and charts of budget need projections.

In addition, ISES teams inventoried the maintainable equipment in each of these facilities. This tidy inventory contains fifth-level UNIFORMAT

Code identification, as well as information on make, model, serial number, capacity, installation date and location.

In 2024, the Village requested that ISES return to conduct FCAs for two more buildings. This effort is currently underway.

E. REFERENCES

1. **City of Irvine, CA**
   Doug Kind | Manager, Facilities Maintenance
   949.724.6410 | dkind@cityofirvine.org

2. **Michigan State University**
   Kelsey M. Oosterhoff | Capital Renewal and FCA Program Manager
   517.884.6665 | oosterk@msu.edu

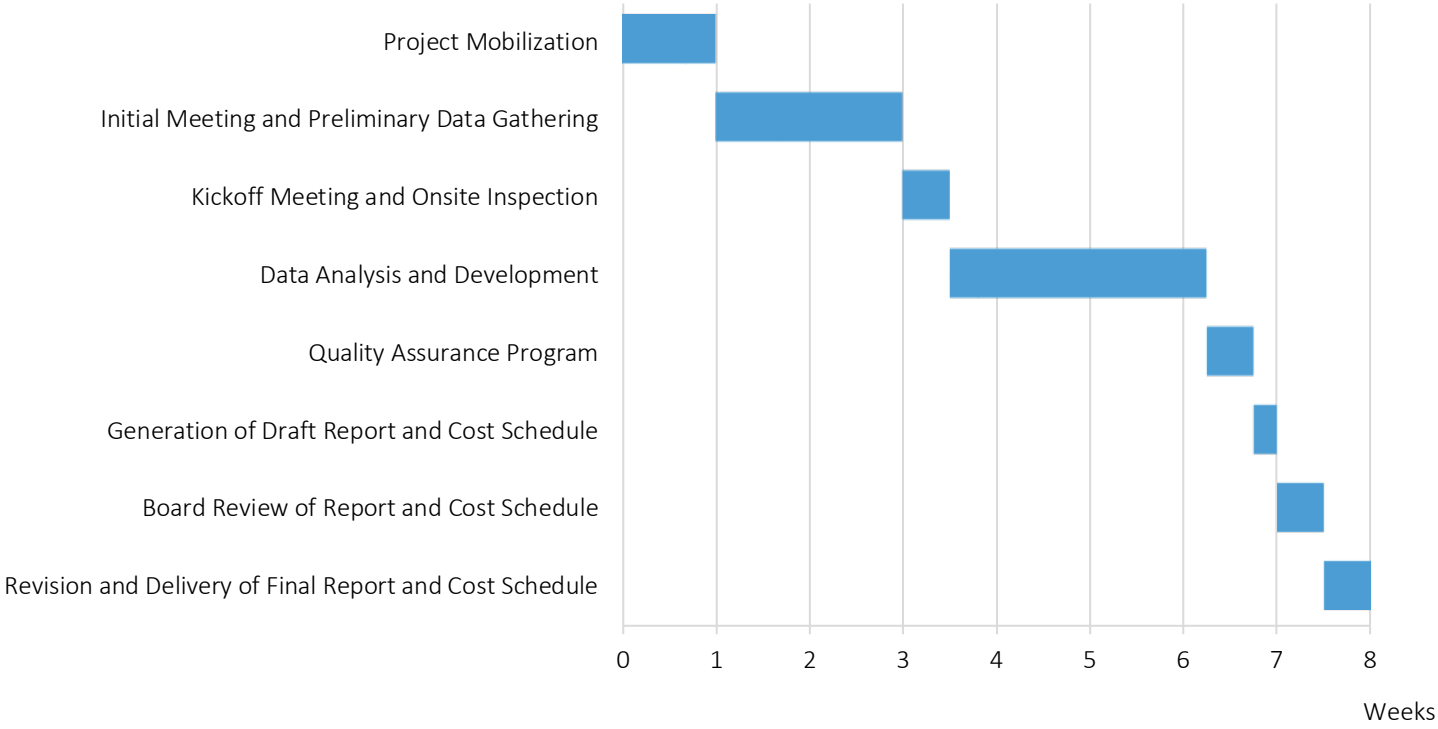
3. **Syracuse University**
   Jason Plumpton, PE | Assistant Director, Engineering, Utilities and Sustainability and Utilities
   315.447.0916 | jplumpto@syr.edu

4. **The Pennsylvania State University**
   Ian Salada, PE | Director, Work Control Division
   814.863.8406 | ims101@psu.edu

5. **University of Notre Dame**
   Doug Marsh | Associate Vice President and University Architect
   574.631.4200 | marsh.14@nd.edu

F. TIMELINE

Inspection schedules will be coordinated with the City after written receipt of Notice to Proceed. Project duration, from commencement of onsite inspections to project completion, is expected to take no longer than eight weeks.



Proposed Fee Schedule Worksheet

Company Name: ISES Corporation

Company Address: 3100 Breckinridge Blvd, Ste 400, Duluth, GA 30096

Company Address:

Company Representative: Tony Simpson, Vice President

Email: TonyS@ISESCorp.com

Signature:

Item	Fee
De Pere Ice Arena – Facility Condition Assessment	
Facility Condition Assessment and Cost Opinion Plan for replacement and repair	$ 24,100

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

Item	Cost
AMS access, hosting and support: includes all necessary database license rights, maintenance upgrades and unlimited customer support for one named user.	Included for a period of one year
	$2,500/year after year 1
Additional named user	$1,295 per user

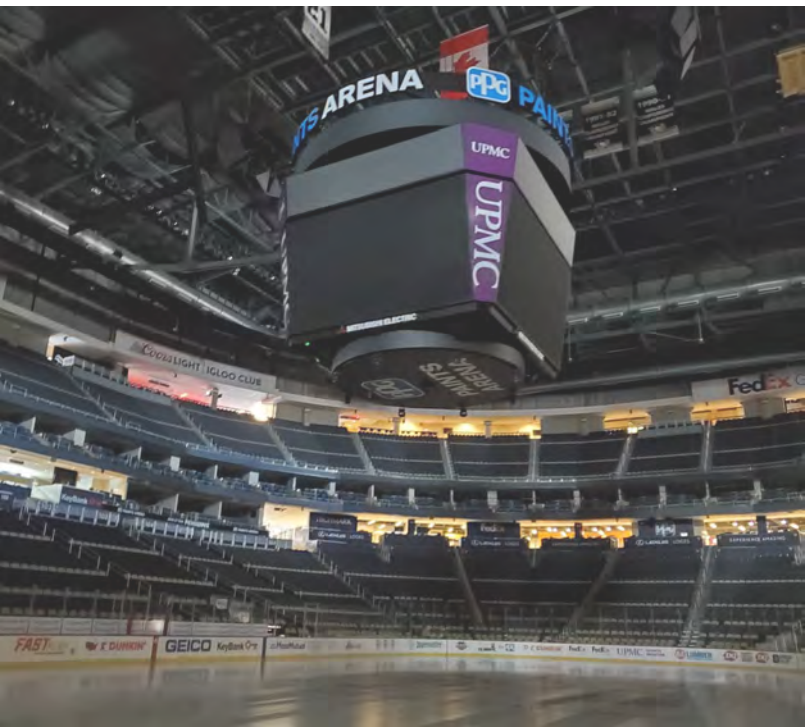
This proposal is submitted in accordance with ISES Corp's GSA MAS Facilities Services schedule, GS-21F-0045W.

CJL ENGINEERING

EXPERTS ON ICE

De Pere Ice Arena
Condition Assessment

January 23, 2024
CJL Proposal # P24-0048



CJL ENGINEERING

FIRM OVERVIEW

Established in 1938, CJL Engineering is a full service, mechanical, electrical, plumbing, fire protection, and civil/structural consulting engineering firm, located in western Pennsylvania, eastern Ohio, northern West Virginia and Maryland. Our super-regional focus has enabled us to become one of the preeminent MEP firms in the industry, with a wide range of specializations and clients.

CJL Engineering has extensive hands-on experience with the design, construction and commissioning of ice rinks of all sizes. CJL Engineering provides fully engineered, high quality designs and detailed and specific bidding documents (plans and specifications) so that qualified rink contractors are all bidding to the exact same standards. The end result is that the owner receives accurate and responsible bids for an exact scope of work.

Range of services:

Analysis and concept
Construction budgeting
Building information modeling (BIM)
Energy modeling
Detailed construction documents
Construction phase services
Building commissioning

More than 140 personnel, including;

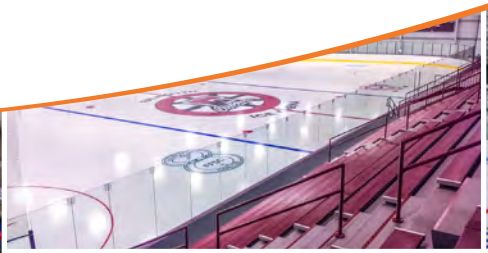
35 Professional Engineers
28 LEED® Accredited Professionals
Lighting Certified Professionals (LC)
Certified Energy Manager (CEM)
Building Energy Assessment Professional (BEAP)
NICET Fire Protection Professional
Healthcare Facility Design Professionals (HFDP)
Certified Healthcare Constructor (CHC)
Certified Commissioning Professionals (CCP) and Commissioning Process Management Professional (CPMP)

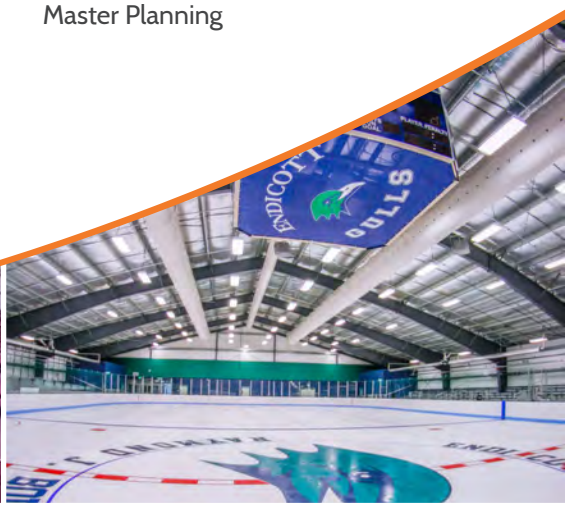
A broad range of clients

Ice Arenas, Sports Facilities and Hotels
Green Buildings, Science, Laboratory and Research Facilities
Healthcare - Hospitals, Urgent Care, Medical Centers and Labs
Education - Colleges, Universities, Trade Schools, K-12
Corporate, Commercial, Office Buildings
Industrial - Light and Heavy Manufacturing and Warehousing
Performing Arts Centers, Museums, Theaters and Libraries
Government and Secure Facilities
High Tech Buildings/ Mission Critical Data Centers
Apartments, Dormitories and High Rise
Central Plants, Energy Facilities and Utility Distribution Centers
Historic and Adaptive Retrofit

Specialization

HVAC Systems
Electrical Systems
Fire Detection and Protection
Plumbing Design
LEED® Green Building Design Commissioning
Energy Modeling Solutions
Civil / Structural Engineering
Architectural Lighting and Controls
Telecommunications
Life Safety Systems
Voice / Data / Audiovisual
Security Systems
Power System / Quality Evaluations
Life Cycle Analyses
Retrofit Evaluations
REVIT® / BIM
Master Planning



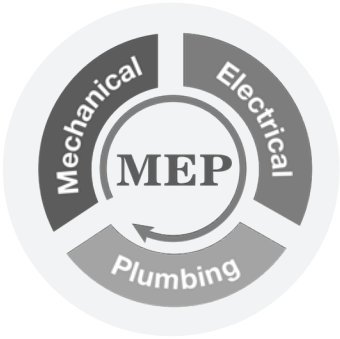


BY THE NUMBERS

7 Regional Offices

1. Pittsburgh, PA
2. Johnstown, PA
3. Youngstown, OH
4. Frederick, MD
5. Erie, PA
6. Morgantown, WV
7. Baltimore, MD

85 Years of MEP design excellence



We have **350+ LEED** projects

150+ employees, including:

- **35** Registered Professional Engineers (PEs)
- **20** Engineers-in-Training (EITs)

licensed in **40** states

- **3** Net Zero Buildings
- **18** LEED Platinum Projects
- **30** LEED Gold Projects

20 National leader in the design construction and commissioning of LEED buildings with **LEED-Accredited Professional®** staff

Other Licenses/Certifications:

ASHRAE, ASCE, ASHE, ASPE, BEAP, CDCP, CPMP, CSI, CEM, CxA, HDFP, ICC, IES, NICET, NCQLP, WELL AP

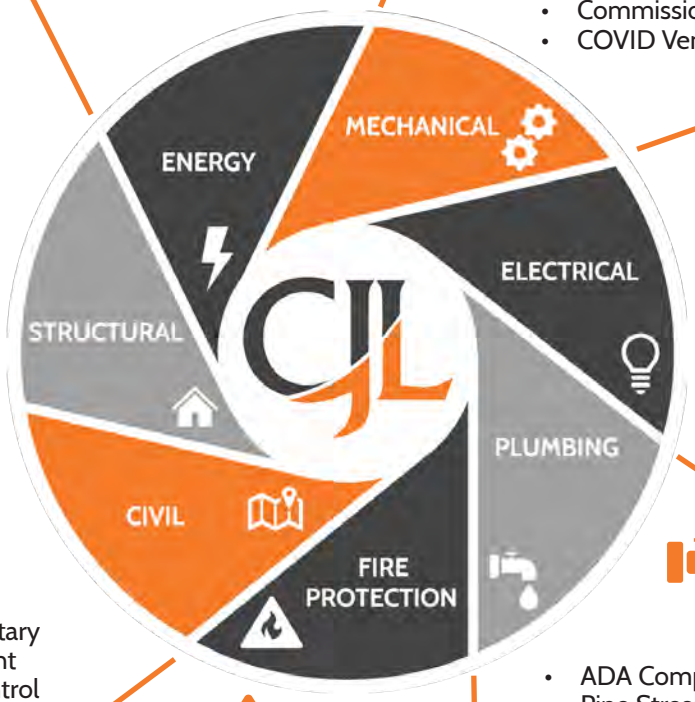
- 2023 TOP WORKPLACES - Pittsburgh Post Gazette
- 2023 MEP Giants - Ranked Nationwide in the Top 100
- 2023 Building Design + Construction - Ranked Nationwide in the Top 75
- 2022 Top 100 Organizations - Pennsylvania Business Central

Connect with us:

CJL ENGINEERING

WHAT WE DO

CJL engineers roll up their sleeves and get right in there with clients, creating a trusted professional partnership based on strong collaboration and communication, engineering experience and quality technical documents.



- LEED® Green Building Design
- Energy Modeling Solutions
- Energy Audits
- Renewable Energy
- GESA Consultant
- Net Zero Design

- Boiler, Chiller, Central Plant
- Geothermal Heat Pump Systems
- Facility Assessments
- Humidity Control
- Life Cycle Analyses
- Commissioning
- COVID Ventilation

- Code Analysis
- Surveys and Evaluations
- Concrete Assessment
- Foundation Study
- Peer Review
- Service Tunnel & Vault Evaluations

- Primary Power & Distribution
- Cogeneration, Emergency Power
- Standby Power
- Architectural Lighting & Controls
- Telecommunications
- Voice/Data/Audiovisual
- Security & Fire Alarm Systems
- Power System/Quality Evaluations
- ARC Flash Studies
- Battery Energy Storage
- Photo Metric Analysis

- Feasibility Study
- Site Development
- Subdivision, Water, Sanitary
- Stormwater Management
- Erosion & Sediment Control
- Parking Lot Design

- ADA Compliance
- Pipe Stress Analysis
- Drainage Systems
- Domestic Water Distribution
- Medical Gas Systems
- Laboratory Water & Gas Systems

- Fire Protection and Detection
- Life Safety Analysis
- Wet/Dry Pipe Systems
- Sprinkler Systems
- Fire Suppression
- Code Analysis
- Water Supply Analysis

Visualization Tools | Survey Equipment

CJL has led for over 10 years in the use of Building Information Modeling (BIM) as an important design capability within the AEC industry. We use the newest version of Autodesk Revit. We regularly employ sophisticated technologies, including Digital Virtual Reality, Thermal Imaging, and 3D Laser Scanning as part of our advanced engineering toolkit.

PEOPLE

CJL ENGINEERING

James M. Vizzini, P.E.
LEED® Accredited Professional
Partner | Mechanical Engineer

Contact Information
☎ 814.322.5457
jvizzini@cjlengineering.com

PROFESSIONAL SUMMARY

James Vizzini is a Partner of CJL Engineering. He started with the firm in 1992 and has over 30 years of experience. He is responsible for management decisions, overseeing current projects, and maintaining relationships with architect and clients. He has also served as a project engineer on numerous ice arena projects. While at the Partner level, Jim maintains a close connection to all facets of his projects. His responsibilities continue to include on-site surveys; systems comparisons, scope determination, plan and specifications review as well as construction inspection. He also supervises HVAC systems design for various commercial and institutional projects, as well as schools (K-12), universities and health care facilities. These projects have ranged from large equipment replacement such as chillers, cooling towers, boilers and air handling units, entire HVAC systems design to district heating and cooling plants.

REPRESENTATIVE PROJECTS

UPMC Lemieux Sports Complex, Penguins New Dual-Rink Training Facility, Cranberry, PA

City of Cleveland, Halloran Ice Arena, Renovation, Cleveland, OH

Lock 3 Park, Outdoor Ice Rink, Akron, OH

Jamestown Savings Bank Dual-Rink Arena, Ice Rink & Floor Renovation, Jamestown, NY

Callahan Arena, Ice Rink & Floor Renovation, Bradford, PA

Kraft Hockeyville, NHL Hockey Exhibition, Johnstown, PA

Stoneham Arena, Rink Refrigeration & Floor Renovation, Stoneham, MA

Knoxville Coliseum, Refrigeration System & Floor Renovation, Knoxville, TN

Bojangles Coliseum Ice Rink, Charlotte, NC

Falmouth Ice Arena, Falmouth, MA

S&T Bank Arena, Indiana, PA

Cambria County War Memorial Arena, Renovation, Johnstown, PA

Champlin Ice Forum's Indoor Rink, Champlin, MN

Dodge Ice Arena, Sterling Heights, MI

Schenley Park Ice Rink, Pittsburgh, PA

Hunt Armory, Seasonal Ice Rink, Pittsburgh, PA

PPG Paints Arena, MEP Systems Capital Review, Pittsburgh, PA

The Pennsylvania University, Pegula Ice Arena, University Park, PA

North Central Recreation Center, Ebensburg, PA

Seneca Nations, Cattaraugus Sports Complex and Ice Arena LEED® Silver, Irving, NY

Endicott Ice Rink, Endicott, NY

American Dream Mall, Ice Rink, East Rutherford, NJ

The Club at Woodbridge Health & Fitness Center, New Ice Rink, Woodbridge, NJ

Berglund Coliseum Ice Rink, Roanoke, VA

Trine University, Thunder Ice Arena Rink, Angola, IN

Hertz Arena, Ice Rink, Estero, FL

Ion International Training Center, Ice Rink, Leesburg, VA

Lancerlot Sports Complex, Ice Rink, Vinton, VA

Bulldog Park Ice Arena, Crown Point, IN

EDUCATION

1987 - Bachelor of Science
Mechanical Engineering Technology
University of Pittsburgh

SPECIALIZATIONS

Mechanical Engineering
Sports Facility Design & Renovation
District Heating and Cooling Plants
Ice Plant and Floor Design
Indoor Air Quality

REGISTERED PROFESSIONAL ENGINEER

Pennsylvania, Alabama, Delaware
District of Columbia, Maryland
Massachusetts, Nebraska, New Jersey
North Carolina, Virginia, West Virginia

PRESENTER

HVAC System Strategies to Mitigate Spread of COVID-19 - 2020

- Massachusetts Institute of Technology
- UPMC
- Erie School District

International Association of Museum Facility Administrators Annual Conference (Carnegie Museum of Natural History, Chilled water plant Upgrade) Pittsburgh, PA - 2019

KAPPA Conference, Altoona, PA - 2017

KAPPA Conference, Bedford, PA - 2013

Johnson Controls Leadership Conference, Potomac, MD (Consulting Engineers Business Strategies & Vendor Teaming) - 2012

Energy and Education Conference (Geothermal Design) St. Francis University, Loretto, PA – 2009

CJL ENGINEERING

Ice Rink Commitment

CJL Engineering has specialized in the consultation, planning, design, construction administration and commissioning of new ice rink arenas as well as the evaluation and renovation of existing facilities for over 16 years. The ice plant, rink floor and ice making system are the critical components of every ice rink facility. They can determine the financial success of the facility. The ice system includes the ice rink floor, refrigeration system, dasher board system, the waste heat recovery system and the mobile ice surfacing machine (such as a Zamboni). It is important that these systems be specially designed for the facility and installed properly to maximize efficiency and performance.

Our expert staff provide feasibly studies, cost estimates, custom ice system design, specialized equipment recommendation, construction administration and commissioning of the new ice system. We provide operational manuals, training and assistance to all critical stakeholders in the process. Understanding the ice system as well as following the recommended operational process will maximize the performance and longevity of the ice system and minimize energy, operational and maintenance costs.

James M. Vizzini, PE
Partner, CJL Engineering

CJL ENGINEERING

James J. Carthew
Project Manager | Architect

Contact Information
412.262.1220, ext. 151
jcarthew@cjlengineering.com

PROFESSIONAL SUMMARY

Jim Carthew is a Project Manager / Architectural Agent teaming with CJL Engineering. He started in 2005 and has over 25 years of experience in project construction administration and commissioning for all projects, associated with Ice Rinks, Ice refridgeration, HVAC, Plumbing and Electrical departments, including architectural design to support mechanical and electrical project scopes. Jim has been Project Coordinator providing architectural and construction supervision, building commissioning and field monitoring for new and renovation projects..

REPRESENTATIVE PROJECTS

Callahan Park Ice Rink – Renovations, Bradford, PA

Kraft Hockeyville, NHL Hockey Exhibition, Ice Rink Renovations, Johnstown, PA

UPMC Lemieux Sports, New Sports Training Facility, Cranberry, PA

Community College of Allegheny County – K. Leroy Irvis Science Center, Pittsburgh, PA

St. Francis University – New Science Center, Loretto, PA

Johnstown Housing Authority – Program Various Sites

Johnstown Housing Authority – PA 19-1 Prospect Community Heating Upgrades, Johnstown, PA

Clearfield Area High School – Additions and Alterations, Clearfield, PA

Allegheny School District, Logan Middle School, North Versailles, PA

PNC Branch Banks – over 240 new LEED® Gold and LEED® Silver branch banks throughout the U.S. Construction Administration included Building Commissioning to ensuring that all MEP systems operate and function per the project specifications and design intent.

Historic Point Stadium - Reconstruction, Johnstown, PA
Mock Towers Building Renovations for new multi-level apartments and street level store front, Johnstown, PA

CJL Engineering, LEED® Silver, office building, Johnstown, PA

Greater Johnstown Community YMCA, Johnstown, PA

Johnstown Housing Authority Construction Administration/Commissioning. Past comprehensive grant program projects included renovations, improvements and modifications for handicap accessibility and housing at five communities, total of 900 units. Similar improvements and accessibility modifications at three tower communities, including new sprinkler systems, roof replacement and entrance / façade renovations.

Cambria County War Memorial Arena, Johnstown, PA

Navel Air Station Oceana, Child Development Center, Virginia Beach, VA

The Pittsburgh Project, LEED® Gold, Pittsburgh, PA

Benedum Theater, Pittsburgh, PA

EDUCATION

Greater Johnstown Vocational Technical School

Structural / Architectural Design
1980

SPECIALIZATIONS

Construction Administration Building
Facility Conditions
Architectural Assessments
Field Observation
Ice Arena Project Management
Construction Administration

CJL ENGINEERING

Cristian B. Harbaugh, P.E.,
LEED® AP BD+C, BEAP, CPMP, CHC
Principal | Mechanical Engineer

Contact Information
☎ 814.536.1651
charbaugh@cjlengineering.com

PROFESSIONAL SUMMARY

Cris Harbaugh is a Principal and Mechanical Engineer at CJL Engineering. He joined the firm in 2017 and has over 18 years or professional experience. Previously, he has provided technical engineering and commissioning services for various public and private institutions. He has extensive experience as a commissioning agent as well as lead Mechanical Engineer and Project Manager for multiple projects and clients in the construction industry. In addition, Cris is highly active in professional societies and industry events to remain current on industry advancements.

REPRESENTATIVE PROJECTS

Wyth County, Appalachian Expo (Apex) Center, Floor Rink Additions and Alteration, Wytheville, VA (In-Design)

PPG Paints Arena, MEP Systems Capital Review, Pittsburgh, PA

Stoneham Arena, Rink Refrigeration and Floor Renovation, Stoneham, MA

Knoxville Coliseum, Refrigeration System & Floor Renovation, Knoxville, TN

Carnegie Mellon University, Pittsburgh, PA
- Cohon University Center Air Handler 6/7 Replacement
- Mellon Institute Gittis Lab MEP Upgrade
- GSIA/Posner Academic Backfill
- Campus Housing Master Plan and Facility Assessment
- Classroom Renovation Phase 2
- Baker / Porter Hall Renovations
- Porter Hall Civil & Environmental Engineering Lab Renovation
- Schatz Dining Room Renovation
- Hamerschlag Hall Renovations Phase 4B
- Collaborative Innovation Center Cylab Upgrades (In-Design)
- President's Residence (In-Design)
- Market Place Renovation (In-Design)

Duquesne University, Energy Center Chiller #7 Installation, Pittsburgh, PA

St. Vincent College, Steelers Building HVAC Evaluation, Latrobe, PA

Bucknell University, Hildreth-Mirza Humanities Center, LEED® Silver, Lewisburg, PA

University of Pittsburgh, Owen Library Server Room HVAC Replacement, Johnstown, PA

University of Pittsburgh, McKinney Student Union Renovation, Titusville, PA (In-Design)

City of Pittsburgh, Thaddeus Stevens Renovations, Pittsburgh, PA

The Pennsylvania State University, University Park, PA
- Hallowell Building HVAC Upgrades
- Hallowell Building Nuclear Engineering Innovation Commons
- Oak Building Renovations

Greater Johnstown School District, Energy Services Engineering, Johnstown, PA

UPMC Vision & Rehabilitation at UPMC Mercy, Pittsburgh, PA

Energy Center Uptown - Pittsburgh, Commissioning Services, Pittsburgh, PA

Steamfitters Local 449, Training Facility Phase II, Harmony, PA

Phipps Conservatory, Pittsburgh, PA
- Exhibit Staging Center Commissioning
- Center for Sustainable Landscapes, Radiant Heat and Class Room Heating
- Tropical Rainforest Earth Tube Operation Optimization

EDUCATION

2008 - Bachelor of Science
Mechanical Engineering Technology,
Minor: Physics
University of Pittsburgh

1998 - Associates Degree in Specialized Technologies, Computer Aided Drafting and Design (CADD)
Pittsburgh Technical Institute

SPECIALIZATIONS

Mechanical Engineering
Project Management
Commissioning
Controls Integration
Energy Analysis

PROFESSIONAL ACCREDITATIONS

USGBC: LEED® Accredited Professional, Building Design and Construction (LEED® AP BD+C)
ASHRAE Certified: Building Energy Assessment Professional (BEAP)
ASHRAE Certified: Commissioning Process Management Professional (CPMP)
ASHE: Certified Healthcare Constructor (CHC)

REGISTERED PROFESSIONAL ENGINEER

Pennsylvania, Maryland

MEMBERSHIPS/ACTIVITIES

ASHRAE
National Society of Professional Engineers (NSPE)
Pennsylvania Society of Professional Engineers (PSPE)

CJL ENGINEERING

Timothy C. Bertolino, P.E.
Partner | Electrical Engineer

Contact Information
☎ 814.536.1651
tbertolino@cjlengineering.com

PROFESSIONAL SUMMARY

Tim Bertolino is a Partner and Electrical Engineer of CJL Engineering. He started with the firm in 2006 and has more than 25 years of electrical design experience. Tim is the manager of the Electrical Department for CJL's Johnstown, Pennsylvania office. He has been involved in the electrical system design and commissioning of projects for college/university, schools K-12, health care, industrial, corporate, and government projects. Tim specializes in the design and specification of low and medium voltage distribution systems, lighting systems, emergency power systems, local area networks, sound and communications systems and site utilities.

REPRESENTATIVE PROJECTS

UPMC Lemieux Sports Complex, Penguins New Dual-Rink Training Facility, Cranberry, PA

City of Cleveland, Halloran Ice Arena, Cleveland, OH

The Pennsylvania State University, State College, PA
- Pegula Ice Arena Energy Consulting
- Pegula Ice Arena Lighting Upgrade

Stoneham Arena, Rink Refrigeration and Floor Renovation, Stoneham, MA

Endicott College, Raymond J. Bourque Arena, Beverly, MA

White Township Recreation Complex, S&T Bank Arena, Indiana, PA

Callahan Ice Rink, Bradford, PA

Clearfield YMCA, Clearfield, PA

Greater Johnstown Community YMCA, Johnstown, PA

Clarion County YMCA, Clarion, PA

St. Francis University, Loretto, PA
- New Science Building, LEED® Compliant
- DiSepio Institute for Rural Health and Wellness

Slippery Rock University Training Room, Slippery Rock, PA

The Culinary Institute of America, Hype Park, NY
- Energy Consultant and Master Plan
- Bake Shop #10 Renovation

Westminster Canterbury at Shenandoah Valley Senior Living Community Expansion, Winchester, VA

Springpoint Senior Living at Monroe Village, Skilled Nursing Facility, Monroe Township, NJ

Homewood Retirement Centers, The Lodge at Willow Ponds, Frederick, MD

WRC Senior Services, Assisted Senior Living Residence, Clarion, PA

WVU Medicine, Children's Hospital, Morgantown WV

UPMC Mercy, Vision and Rehabilitation, Pittsburgh, PA

Duke LifePoint, Conemaugh Health Systems, East Hills Outpatient Center, Johnstown, PA

UPMC East, LEED® Silver Hospital, Monroeville, PA

UPMC Hamot, Patient Care Tower, Erie, PA

Pittsburgh Zoo and PPG Aquarium, Elephant House, Pittsburgh, PA

Core Signature Development, Mixed-Use, High Rise, State College, PA

The Edge, LEED® Gold, New Mixed-Use, High-Rise Building, State College, PA

The RISE at State College, New High-Rise, Multi-Use Building, State College, PA

Lovell Place Mixed-Use, Historic Building, Multiple Renovations, Erie, PA

EDUCATION

1997 - B.A.E.
Bachelor of Architectural Engineering
The Pennsylvania State University

SPECIALIZATIONS

Electrical Engineering
Master Plan & Feasibility Study
Energy Audits
Emergency Power Generation
High, Medium & Low Voltage

REGISTERED PROFESSIONAL ENGINEER

Pennsylvania, Arkansas, Arizona, Colorado, Connecticut, District of Columbia, Florida, Massachusetts, Montana, New York, Texas, New Mexico, Nebraska, Oklahoma, Virginia

MEMBERSHIPS/ACTIVITIES

Illuminating Engineering Society of North America (IESNA)

CJL ENGINEERING

Adam B. Hale, P.E.
Associate Principal | Mechanical Engineer

Contact Information
☎ 814.536.1651
ahale@cjlengineering.com

PROFESSIONAL SUMMARY

Adam Hale is an Associate Principal and Mechanical Engineer at CJL Engineering. He joined the firm in 2008 as an intern and became a full-time employee in 2010. Adam is responsible for the design and specification of HVAC and other mechanical systems for educational, healthcare, commercial, and corporate clients. He surveys existing facilities and systems to confirm and evaluate their condition. Adam conducts engineering studies, establishes design criteria, and estimates project costs. He is also responsible for communicating project needs and requirements between owner, architect, engineer and client.

REPRESENTATIVE PROJECTS

Cambria County War Memorial Arena, Ice Rink Floor Replacement / Hockeyville HVAC Coordination, Johnstown, PA

Stoneham Arena, Rink Refrigeration and Floor Renovation, Stoneham, MA

UPMC Lemieux Sports Complex, Penguins New Dual Rink Training Facility, Cranberry, PA

WVU Medicine, Children's Hospital, Morgantown WV

WVU Medicine, Central Sterile Renovation, Morgantown, WV

West Virginia Capitol Complex, Building 5, 6 and 7, Steam Upgrade, Charleston, WV

West Virginia University, Morgantown, WV
- Puskar Center Performance Dining Facility
- New Business and Economics Building (In-Design)

UPMC, Multiple Locations
- UPMC East LEED® Silver, New Medical Center, Monroeville, PA
- UPMC Hamot, Regional Center for Mother and Baby Health, Erie, PA
- UPMC Hamot, New Patient Care Tower, Erie, PA (In-Design)
- UPMC Passavant Pavilion, LEED® Silver, Expansion Pittsburgh
- UPMC Presbyterian, Deconstruction & Redesign, Pittsburgh, PA

Duke LifePoint, Conemaugh Health Systems, Johnstown, PA
- East Hills Outpatient Center
- Ebensburg Outpatient Center
- Conemaugh Memorial, Steam Condensate Study
- Conemaugh Memorial, Lab Pressure Conemaugh Memorial, Plastics Department, Tenant Fit-out
- Conemaugh Memorial, 'D' Building Infill Tower

The Pennsylvania State University, Behrend – Knowledge Park, Advanced Manufacturing and Innovation Center, Erie, PA

Meadville Medical Center, Vernon Place – Medical Office Building, Meadville, PA

St. Francis University, Loretto, PA
- New Science Center and Vivarium
- Degol Fieldhouse Renovation
- Sullivan Hall Renovation

CamTran Operations Center, Johnstown, PA

One PNC Tower - 14th Floor Renovations, Pittsburgh, PA

Autodesk, Inc. Tenant Fit-Out, Bakery Square Business Complex, Pittsburgh, PA

University of Pittsburgh, Salk Hall Renovation, Pittsburgh, PA

Southwestern Veterans Center, Pittsburgh, PA

EDUCATION

2010 - Bachelor of Science
Mechanical Engineering Technology
University of Pittsburgh

SPECIALIZATIONS

Mechanical Engineering
HVAC Design
Facility Analysis
Master Planning
On-site Troubleshooting

REGISTERED PROFESSIONAL ENGINEER

Pennsylvania, West Virginia

MEMBERSHIPS/ CERTIFICATES

ASHRAE

ASHRAE HFDP (Healthcare Facility Design Professional)

ASHE

CJL ENGINEERING

Robert W. Wilhide
Senior Designer | Commissioning

Contact Information
301.695.9424
rwilhide@cjlengineering.com

PROFESSIONAL SUMMARY

Robert Wilhide is a Senior Designer and Commissioning Agent for CJL Engineering Frederick Maryland. He has over 10 years of progressive experience. Robert has a background in design and implementation of mechanical for healthcare, educational, commercial, and industrial facilities. His primary fields of expertise are test and balancing, commissioning, and HVAC/piping systems design and analysis.

EDUCATION

OJT - 2000

SPECIALIZATIONS

Commissioning
Testing and Balancing
Mechanical Design

REPRESENTATIVE PROJECTS

American Dream Mall, Ice Rink, East Rutherford, NJ

The Club at Woodbridge Health & Fitness Center, New Ice Rink, Woodbridge, NJ

WVU Medicine, Ruby Memorial Hospital, Southeast Tower, Commissioning Services, Morgantown, WV

Meritus Medical Center, Hagerstown, MD
- Sterile Holding and Central Processing
- Ambulatory Surgery Center
- Exam Room Renovation
- USP 800 Pharmacy Upgrades
- North End Medical Office Building
- Robinwood, Suite 145 Renovation
- Suite 150, Exam Room Renovation

Frederick National Laboratory for Cancer Research, Frederick, MD
- Fort Detrick, Building 322, Replacement Air-Cooled Chiller
- Fort Detrick, Building 433, Lab Refurbishment and Infrastructure
- Fort Detrick, Building 558, Rooftop AHU

Behavioral Health Partners, Renovation and Expansion, Frederick, MD

Frederick Surgical Center, Existing Conditions Survey, Frederick, MD

Frederick Memorial Hospital
- Crestwood Suite 200 Feasibility
- Aspen Ridge Rehab

Acadia Dental & Dentures, Relocation Frederick, MD

DaVita Kidney Care Loch Raven Dialysis Center, LEED® Silver, Loch Raven, MD

DaVita Kidney Care Downtown Dialysis Center, LEED® Silver, Baltimore, MD

ClearView Communities, Wellness Center Expansion, Frederick, MD

Mennonite Home for Assisted Living, Maugansville, MD

The Arc of Washington County, Renovation/ Reconfiguration, Hagerstown MD

Frederick Community College, Monroe Center, LEED® Silver, Frederick, MD

Shepherd University, Byrd Hall & Snyder Hall Design Phase, Shepherdstown, WV

Washington County Public Schools, MD
- Various Schools, Security Improvements
- Boonsboro Elementary School, HVAC Replacement
- Boonsboro High School Renovations
- Smithburg Middle School, H20 Line Replacement

Frederick County Public Schools, MD
- Various Schools, Security Improvements
- Middletown Elementary School, RTU Replacement
- Lincoln 'A' Building, Permit Drawings
- Brunswick Elementary School, HVAC Improvements

Saint Maria Goretti Catholic High School Relocation, Hagerstown, MD

PNC Branch Bank, MEP Upgrades, East Stroudsburg, PA

PNC Branch Bank, MEP Upgrades, North Haledon, NJ

PNC Branch Bank, Fall Hill Chiller Replacement, Fredericksburg, VA

PNC Branch Bank, MEP Upgrades, Little Falls, NJ

Humane Society of Washington County, HVAC Upgrades, Hagerstown, MD

Othello Regional Park, Comfort Station, Site, Knoxville, MD

Utica Park, Repair Shop, Site, Athletic Field, Pavilion and New Water Treatment Building, Utica, MD

Myersville Library and Expansion for Trolley Exhibit, Myersville, MD

Trout Run Refurbishment and Renovation, Thurmont, MD

Lonaconing Town Hall, Lonaconing, MD

Greater Baltimore Medical Center Pharmacy, Baltimore, MD*

Herman & Walter Samuelson Children's Hospital at Sinai, Baltimore, MD*

WellSpan York Hospital, Critical Space Testing, York, PA*

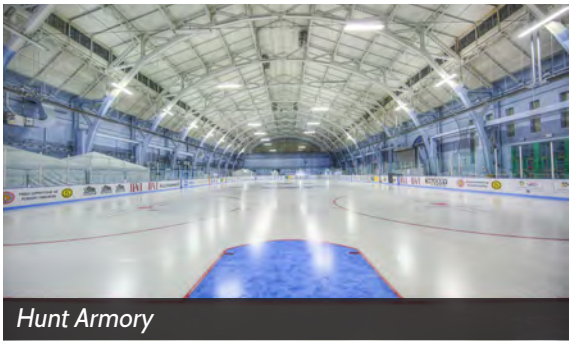
*Projects completed prior to

REPRESENTATIVE PROJECTS

CJL ENGINEERING

ICE ARENA AND RINK EXPERIENCE

Falmouth Ice Arena



Hunt Armory

Endicott Ice Rink

Trine University, Thunder Ice Arena Rink

American Dream Mall, Ice Rink

American Dream Mall, Ice Rink, East Rutherford, NJ

Berglund Coliseum Ice Rink, Roanoke, VA

Bojangles Coliseum Ice Rink, Charlotte, NC

Bulldog Park Ice Arena, Crown Point, IN

Callahan Park Arena, Bradford, PA

Cambria County War Memorial Arena, Johnstown, PA

Cattaraugus Community Center, Sports Complex and Ice Arena LEED® Silver, Seneca Nations of Indians, Irving, NY

Champlin Ice Forum's Indoor Rink, Champlin, MN

City of Erie, Erie Civic Center, Professional Ice Rink, Erie, PA

Dodge Park Ice Rink, Sterling Heights, MI

Endicott Ice Rink, Endicott, NY

Falmouth Ice Arena, Falmouth, MA

Halloran Ice Arena, City of Cleveland, OH

Hertz Arena, Ice Rink, Estero, FL

Hunt Armory, Seasonal Ice Rink, Pittsburgh, PA

Ion International Training Center, Ice Rink, Leesburg, VA

Jamestown Savings Bank Dual-Rink Arena, Jamestown, NY

Knoxville Civic Coliseum Ice Arena, City of Knoxville, TN

Kraft Hockeyville, NHL Hockey Exhibition, Johnstown, PA

Lancerlot Sports Complex, Ice Rink, Vinton, VA

Lock 3 Park, Outdoor Ice Rinks, Akron, OH

North Central Recreation Center, Ebensburg, PA

Pegula Ice Arena, The Pennsylvania University, University Park, PA

PPG Paints Arena, Pittsburgh, PA

S&T Bank Arena, Indiana, PA

Schenley Park Ice Rink, Pittsburgh, PA

Stoneham Arena, Stoneham, MA

The Club at Woodbridge Health and Fitness Center, New Ice Rink, Woodbridge, NJ

Trine University, Thunder Ice Arena Rink, Angola, IN

UPMC Lemieux Sports Complex, New Penguins Dual-Rink Training Facility, Cranberry, PA

Wyth County, Appalachian Expo (Apex) Center, Floor Rink, Wytheville, VA

CJL ENGINEERING

UPMC Lemieux Sports Complex

Dual Ice Rink and Training Facility, Cranberry, PA

CJL designed the lighting throughout the facility, including both rinks to be LED. The UPMC Lemieux Sports Center is one of the first NHL facilities in the country to have LED rink Lighting

THE PROJECT

The new UPMC Lemieux Sports Complex is the official practice space of the Pittsburgh Penguins®, the local NHL franchise. This new 185,000 SF, $70 million facility is comprised of 54,000 SF of clinical space, a Sports Medicine Clinic with 24 private patient rooms, a physical therapy gym overlooking the Penguins practice rink, Aquatic Therapy, on-site MRI and X-Ray imaging, two NHL-size (85 ft. x 200 ft.) hockey rinks with approximately 1,500 seats, 14 locker rooms, a hockey skills training area with a RapidShot system, and a dedicated sports performance space, including a sprinting track and batting cages. The facility also features a Café and retail space. The complex opened in August 2015.

CJL DESIGN SOLUTIONS

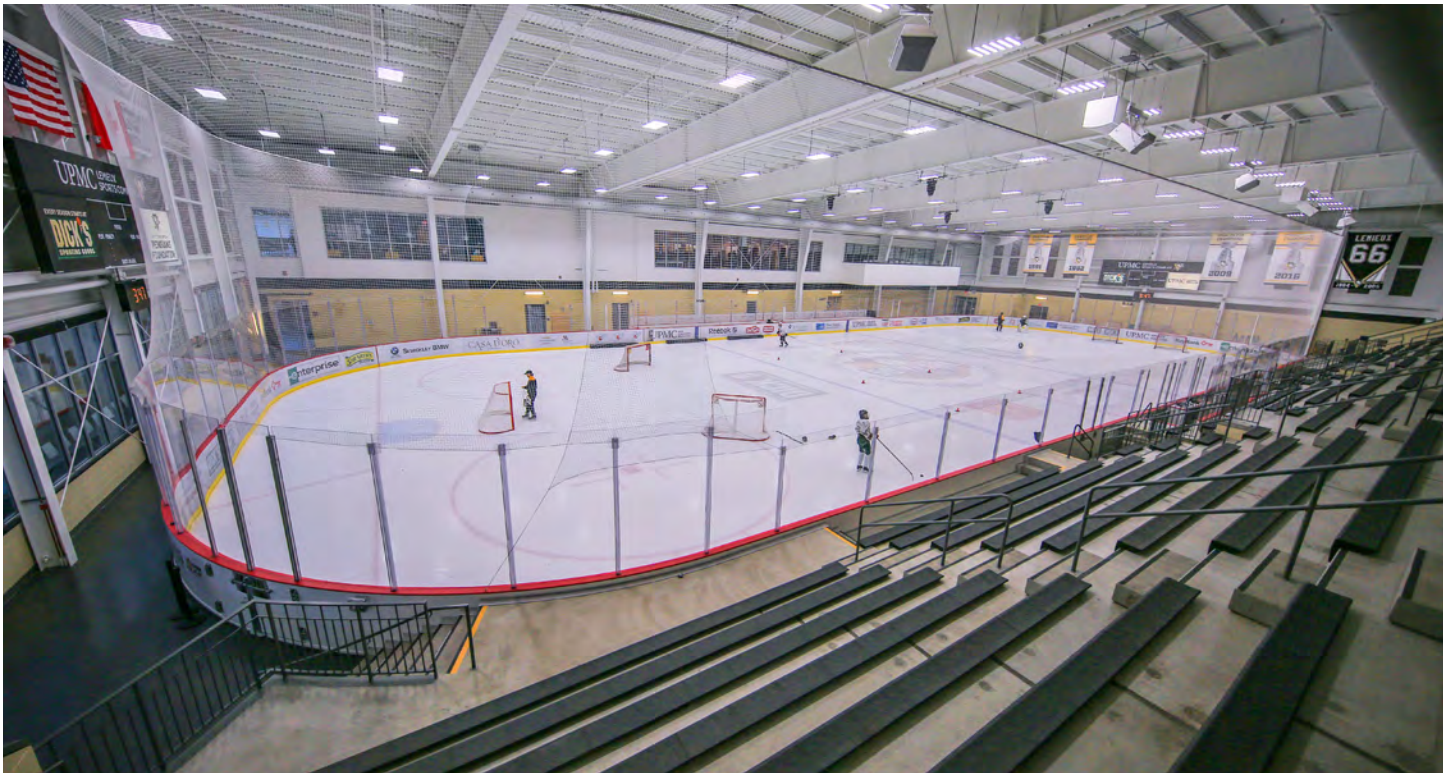
- Electrical System to power the Ice Equipment Plant: One 20 ton ammonia flooded evaporator and water cooled condenser; four 70 ton reciprocating compressors; two 210 ton evaporative condensers, Primary and secondary (loop) chilled water pump controls with variable speed drives
- Electrical Systems for the Ice Rink Sheets: 40 percent Ethylene- Glycol for rink piping and the sub-floor heating system prevents permafrost under the rink slab
- Rink HVAC Systems: Two dehumidification units serving two rinks and one Energy Recovery Unit serving the locker rooms; three packaged rooftop units for retail, food service, event areas and sports performance; Three 3,000 MBH High Efficiency Boilers and associated hot water pumps

CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

UPMC Lemieux Sports Complex

Dual Ice Rink and Training Facility, Cranberry, PA



CJL DESIGN SOLUTIONS CONTINUED

- Medical Office Building HVAC Systems: Two Packaged Rooftop units and one Energy Recovery Unit with DX cooling and hot water heating coils; three 2,700 MBH High Efficiency Boilers and associated hot water pumps
- Electrical Service: 480-Volt, 3 phase, 4 wire with 1200 Amps for the Medical Office Building and 2500 amps for the rinks portion; 250 KW emergency generator Electrical Service: 480-Volt, 3 phase, 4 wire with 200 Amps for the Medical Office Building and 400 Amps for the rinks portion; 250 KW emergency generator to serve both portions of the facility
- A full service restaurant with seating for 50; includes a wood burning pizza oven with integral exhaust; flat grille, gas fired burners, ovens with associated hood and make up air unit

CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

Jamestown Savings Bank Arena

Dual Rink Ice and District Cooling Chilled Water Plant, NY

THE PROJECT

CJL was contracted to provide mechanical and electrical engineering services for The Jamestown Savings Bank Arena, now known as the Northwest Arena. The complex features two regulation NHL size 85' x 200' rinks covering more than 112,000 SF of floor space. In addition to its ice sheets, the three-floor arena also features other amenities, including an overlooking restaurant, a snack shop, a pro shop, public skating area, locker rooms, offices of the Jamestown Skating Academy, a training room, an exercise room, a library/study room, a walking tracking, and an outdoor stone patio.

In addition, a new 600-ton central chilled water plant was built on the lower level of the arena, serving the facility, plus buildings within a four-block radius. A bank of six (6) brazed plate heat exchangers was used to tie-in to the local utility's (280°F) district high-pressure, and hot water distribution system.

CJL DESIGN SOLUTIONS

- The Arena's former sound distribution system was removed and replaced. The new equipment included all central sound equipment, amplifiers, speakers, conduit, outlet boxes and conductors.
- Included in the renovation were a security camera system and a card access system.
- Specified and designed electrical upgrades for power to the new seating areas and spotlights. New arena spotlights were also included.
- One – 300-ton low temperature chiller for off peak operation
- One – 300-ton conventional temperature chiller for daytime chilled water
- Two – 1200-ton ice storage tanks
- Two – cooling towers with energy saving variable speed drives
- Primary and secondary (loop) chilled water pump controls with variable speed drives
- Ethylene-Glycol for rink piping and the sub-floor heating system prevents permafrost under the rink slab
- 480-volt electric service

CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

American Dream Meadowlands, Ice Arena

East Rutherford, NJ

THE PROJECT

The American Dream Meadowlands was a multi-billion dollar project incorporating 3,000,000 SF of retail, dining and entertainment, including more than 450 stores and restaurants. The project was approximately 14 years in design, delays, construction. One of the key features of the facility was a full NHL sized ice arena which was to be located on the 2nd level of the facility and was to span a 4 lane connector road that ran the perimeter of the development.

As originally bid, there was no formal design for the rink system (floor, dasher boards, refrigeration equipment, etc) and it was priced in a "design build" arrangement. While this may have worked on a very simple rink with no other major construction elements to consider, with the complexity of this project, it proved to be unworkable. To that end, the original building engineer contacted CJL and requested our services in the design review of the design build contractor's documents as well as our assistance as an owner's representative in coordinating the logistics of construction with the other work being done in and around the location of the elevated rink surface.

CJL DESIGN SOLUTIONS

- Review of shop drawings
- Education of "non-rink" trades to what was needed and in what sequence to accommodate the installation of the rink components
- Inspection of sub-floor components
- Inspection of cold slab chairs, rebar, mesh, tubing, etc prior to the single concrete pour
- On site inspection on the day of the concrete pour. This included but was not limited to; verification of concrete mix, time in the mixing truck, slump test, proper lift position of mesh

CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

Hunt Armory, Seasonal Ice Rink

Design Build Fit-Out, Pittsburgh, PA

THE PROJECT

The Hunt Armory Ice Rink is the first public ice rink built within the city limits in decades, and will support equitable and inclusive hockey programming for Pittsburgh youth. All costs of the rink's installation and operations are being supported by the Penguins, at no public expense.

Repurposing the 46,500 SF Armory as a seasonal rink required the temporary placement inside of 48 tons of sand for a base layer, dasherboard and glass installation, ice design, seating, tenting for locker rooms, and establishing utility services.

CJL DESIGN SOLUTIONS

- The Rink is served by a single 160-ton refrigeration system.
- Rink floor is NHL regulation (200' x 85') and is located on the first floor with the refrigeration system located adjacent to the rink.
- Coordinated with the local utility to deliver a new electrical service to the building to support the additional load as the existing service did not have adequate capacity.
- The service entrance electrical equipment and power distribution that fed the chillers and ancillary equipment was designed.
- Designed new emergency egress lighting for the space to gain temporary occupancy.

CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

Knoxville Civic Auditorium and Coliseum

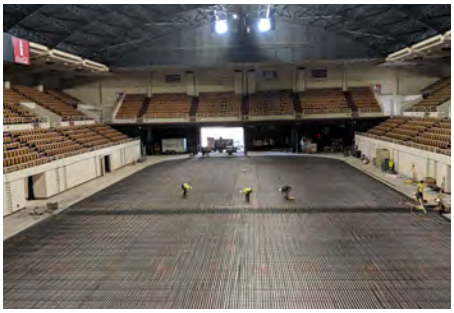
Renovation, Knoxville, TN

THE PROJECT

CJL Engineering is contracted to provide mechanical, electrical and structural engineering services for the Knoxville Civic Auditorium and Coliseum (KCAC). Opened in 1961, the Coliseum has served the Knoxville community and surrounding region as a site for thousands of sporting events, concerts, family shows, ice shows, civic events, religious events and other such events where large numbers of people gather. The KCAC is a City-owned multicomponent event facility that primarily consists of an arena but also has some space for meetings, banquets and other types of activities. The KCAC consists of a 6,540 seat arena, 4,790 seats for hockey or ice shows, 2,500 seat performance hall, 4,800 SF ballroom, 10,000 SF of exhibit space and an outdoor plaza with a capacity of 10,000.

CJL DESIGN SOLUTIONS

- Site survey to document existing conditions.
- Demolition of sub-floor heating, insulation and rink slab.
- New Sub-Floor heating system (Glycol type).
- Original ice sheet was a flooded R-22 system.
- Designed replacement was Ethylene glycol cooling fluid.
- Existing chillers reused.
- New cold slab (Glycol cooling type).
- New rink refrigeration system equipment, including chiller, cooling tower, pumps, piping and controls.
- Dasher boards and glass removal and reinstallation.
- CJL will witness the final rink floor pour.



CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

Stoneham Arena

Rink Floor and Refrigeration Systems, Stoneham, MA

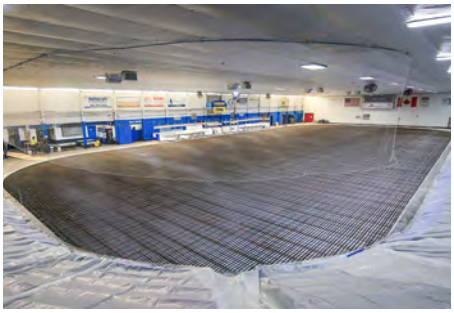
Due to equipment reaching its expected service life, CJL upgraded the systems to provide the Arena with higher efficient equipment and revamped the roof to cease leakage issues.

THE PROJECT

CJL Engineering originally provided a feasibility study to renovate the ice rink and refrigeration systems. CJL was then contracted to provide mechanical, electrical, plumbing and structural engineering services for the rebuild and upgrade of Stoneham Arena. This Arena is a regulation NHL size ice surface with stadium style seating for 1800. Complete with a full-service snack bar and vending machines. Stoneham Arena is the Home Ice to a multitude of High School Teams, Youth Hockey Programs and Learn to Figure Skate Club. They offer a variety of public programs including public skating, adult stick practice, and open freestyle figure skating in addition to private rentals and events.

CJL DESIGN SOLUTIONS

- Feasibility Study
- Designed a new sub-floor heating system (Glycol Type)
- Removed and replaced refrigeration equipment
- New equipment that was included, chiller cooling towers, pumps, piping and controls
- Removed and replaced the dehumidification and ventilation air handling units
- New locker room ventilation/exhaust systems were designed
- New roof was designed to replace the failing flat portion
- Dasher board and glass were removed, and reinstalled new 8” kick plates



CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

S&T Bank Arena

White Township Recreation Complex, White Township, PA

THE PROJECT

CJL Engineering provided full engineering design for a replacement ice sheet at the S&T Bank Arena, located at the White Township Recreation Complex. The retrofit was installed within a standard regulation 200 ft. ice arena. The facility offers a variety of community based programs and services including public ice skating, ice skating lessons, learn to Play hockey lessons, and many more. The facility houses a turf arena, full ice arena, batting cage, and meeting/party rooms. Indiana Youth Hockey Association, Indiana University of Pennsylvania, The Indiana Ice Minks, Kiski Prep, Indiana Area Soccer Boosters and The Indiana Lacrosse Club.

CJL DESIGN SOLUTIONS

- Demolition of old ice rink sand floor/ tubing
- Removal and storage of dasher boards
- Install new ice rink concrete floor/ tubing
- Modification and re-installation of dasher boards
- Installation of an accessible Sub-floor Heating System to prevent permafrost of sub-soil below
- Installation of Temperature Control Sensors for ice sheet and sub-floor heating
- Project was “Fast Tracked” to meet the needs of an aggressive schedule
- Design Project completed on time and on budget

CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

Cambria County War Memorial Arena

Kraft Hockeyville, USA - Arena Upgrades, Johnstown, PA

This Arena was the first Kraft Hockeyville competition winner. Winning, allotted the building to receive substantial upgrades. CJL modernized the mechanical and electrical systems and oversaw all installation improvements.

THE PROJECT

The Cambria County War Memorial has the distinction of being the first Kraft Hockeyville, USA recipient, following a nationwide competition that involved over 1,300 arenas. In addition to receiving prize monies for substantial upgrades, the Arena hosted a Nationally broadcast NHL Pre-Season game between the Pittsburgh Penguins and the Tampa Bay Lightning on September 29, 2015. The Arena is also noted for being the site of the 1976 film, "Slap Shot," starring film icon Paul Newman.

The 65 year-old Arena is a 4,000-seat, multi-purpose ice rink, sports and exhibition facility. It required new mechanical equipment, lighting and infrastructure improvements in preparation for the game. CJL Engineering was hired by Cambria County to design and supervise the installation of the improvements.

CJL DESIGN SOLUTIONS

- Rebuild of existing ice rink chiller including the compressors and pumps
- Service work to the three existing Air-Handling Units has been performed with the ability to reduce the air flow capacity for operating during ice events
- Service work and commissioning to the existing Dehumidification Unit to assure proper operation of the internal components of the unit to provide original design dehumidification performance
- Automatic Temperature Controls for three Air-Handling Units. Upgrades were provided to the existing Energy Management System, including new software, controller hardware, graphics and a web-based access system. A re-commissioning review of the current EMS provided, with additional upgrades
- New Arena Lighting with 800 LED Lights that provide illumination to comply with NCAA standards for televised ice hockey
- Scoreboard renovated with new lighting lamps. Hoist repairs were completed, including a 2,000 lb. load test
- New Dasher Board System and Acrylic Glass were provided by the NHL via the Dallas Stars. Polishing was supervised by NHL representatives and a crew from the Pittsburgh Penguins
- The player Bench areas were expanded in depth to allow for a

CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

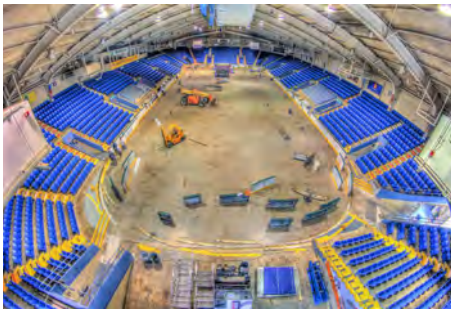
Cambria County War Memorial Arena

Kraft Hockeyville, USA - Arena Upgrades, Johnstown, PA

CJL DESIGN SOLUTIONS

Coaches area behind the newly installed player benches. Similar work was performed across the rink to the Penalty and PA Boxes. All renovated areas received new rubber flooring finishes

- A Railing System with metal framing, polyurethane sheet panels and acrylic glass was installed in the Player Benches, Penalty Box and PA Box were fabricated locally and installed to protect and separate the players and spectators
- New protective netting was installed at each goal area to offer better protection and visibility for spectators, including a new pulley system to raise and lower netting more readily, as required and needed
- Locker Room renovations provided new paint and wall finishes, new rubber flooring, locker stalls and benches
- Sound System upgrades featured new Arena speakers
- Coordinated all required building permit applications and inspection requirements between contractors, the City of Johnstown and inspection personnel
- Project was “fast tracked” to meet an aggressive schedule due to the National broadcast of the Kraft Hockeyville NHL Pre-Season game



CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

Halloran Park Ice Skating Rink

Outdoor Rink Upgrades, Cleveland, OH

THE PROJECT

CJL Engineering was contracted to provide mechanical consulting services for the two phases of this $1.5 million upgrade. The Halloran Skating Rink, built in 1958, is located in Halloran Park, near Cleveland. The existing skating rink is a single-story structure consisting of approximately 21,500 gross SF that includes an outdoor ice rink covered by a roof but not enclosed with exterior walls. The Halloran Park Ice Skating Rink is an active facility that offers numerous recreational programs to the surrounding community for residents of all ages. Ice sports include recreational hockey, speed skating, couple figure skating or skating just for the fun of it.

CJL DESIGN SOLUTIONS

- Phase 1: CJL designed and specified new evaporative condenser.
- Phase 2: The existing chiller was replaced.
- Phase 2: The existing Ice Rink floor, dasher boards and rink refrigeration systems was removed and replaced.
- Phase 2: A new sub-floor heating system to prevent permafrost heaving was installed.
- Phase 2: The new rink floor is utilizing polyethylene (PEX) tubing and a glycol piping system.

CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

Cattaraugus Community Center, LEED® Silver

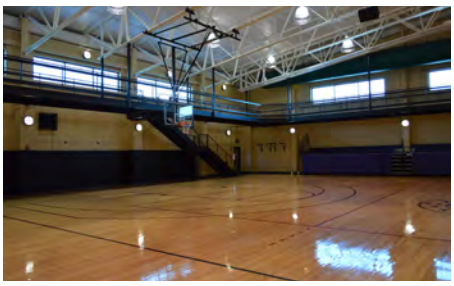
Seneca Nations of Indians, Irving, NY

THE PROJECT

CJL Engineering provided mechanical, electrical, plumbing, fire protection and LEED® design for the Cattaraugus Community Center (CCC), one of the two new health and fitness facilities that have been designed and built for the Seneca Nation of Indians. The 92,000 SF community center features an ice arena that offers many programs such as Learn to Skate, Learn to Play Hockey, and Public Skating. CCC's other amenities include a fitness center, natatorium, gymnasium, multi-purpose room and walking track.

CJL DESIGN SOLUTIONS

- Two 150-ton chillers for building cooling. Indoor air-handling equipment with VAV control systems. Gas-fired boilers provide building heat
- Designed a new DDC automatic temperature control system complete with new control panels, wiring, valves, thermostat, switches, relays, controllers, and other accessories
- A complete wiring and conduit system was designed for HVAC, plumbing, and electrical equipment
- 400 kw natural gas generator
- A new wet and dry fire protection system
- Pool air handling equipment to maintain natatoriums air temperature and humidity
- Voice fire alarm system
- Heat trace on all gutters and downspouts
- LED cove and accent lighting throughout
- Dual flush and low flow flush fixtures used for water use reduction
- Combination boiler for heating pool water as well as domestic hot water
- Complete sanitary, vent, water and gas distribution
- Energy recovery units for pool and locker room areas



CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

Hertz Arena

Forensic Investigation and Inspection, Estero, FL

THE PROJECT

CJL provided a Forensic Evaluation of the Hertz Arena Complex. In particular, this evaluation shall focus on the failures of the compressors, heat exchangers and piping systems.

As the Professional Design Engineer for over dozens of successful ice rink facilities, we brought a significant level of experience to projects of this type. We also specialize in feasibility studies, energy audits and the design of rink refrigeration, HVAC, dehumidification and heat recovery systems.

CJL DESIGN SOLUTIONS

- Based upon initial discussions with the rebuild Contractor on site, CJL understood the objective to be to investigate and assess the failures of the Rink Refrigeration Systems and components.
- CJL Engineering provided an on-site evaluation, inspection investigation and reviewed all previously generated claim correspondence.
- The report was delivered in a formal professional outline.

CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

North Central Recreation Center

New Recreation Facility, Ebensburg, PA

THE PROJECT

CJL Engineering provided the mechanical, electrical and plumbing engineering for the North Central Cambria Recreation Center. Developed and owned by Cambria County and located in Ebensburg, the County seat, the 29,000 SF sports complex includes an indoor ice rink (185'x85'), seating for 250 spectators, locker rooms, a Pro Shop and public conveniences. In summer months the ice rink is used for conferences and exhibition space.

CJL DESIGN SOLUTIONS

- The 105-Ton low temperature chiller maintains the ice sheet. In summer the chiller operates in a conventional temperature mode and provides chilled water for air-conditioning the building.
- Desiccant dehumidification air-handling unit for humidity control serves the rink area.
- Energy recovery air to the air rooftop unit provides ventilation and exhaust air in the locker rooms.
- Conventional gas-fired rooftop unit will provide heating and air-conditioning for the lobby, Pro Shop and office areas.
- 480-Volt Electrical Service and addressable Fire Alarm System.
- A state-of-the-art Sound System and Lighting Control System serves the rink.

CJL Engineering
Pittsburgh | Johnstown | Youngstown | Frederick | Erie | Morgantown | Baltimore
P: 412.262.1220 | cjlengineering.com

CJL ENGINEERING

ICE ARENA AND RINK REFERENCES

CJL Engineering has successfully completed many Ice Arena projects and maintains an excellent track record of performance. James M. Vizzini, PE has personally worked with the following references. Please contact any or all of the listed satisfied clients below for whom we have performed professional services. Areas ranging from cost controls, compliance and quality of work with performance schedules, to our willingness to do whatever it takes to get the job done in a timely, cost-effective and technically accurate manner.

Lou M. Chiulli
General Manager
Stoneham Arena
781.241.7942
lchiulli@ci.stoneham.ma.us

Charles L. Lehn
Parks and Facilities Manager
City of Champlin
763.923.7163
Clehn@ci.champlin.mn.us

Ryan Shaffer
Recreation Director
White Township Public Parks, S&T Bank Arena
724.465.2665
Ryanshaffer@whitetownship.org

Edward Cernic Jr.
Cambria County Controller
County of Cambria, Pennsylvania
814.472.1620
ecernic@co.cambria.pa.us.

Thomas Grenell
Former General Manager
SMG | Worldwide Entertainment & Convention Venue Management
814.243.2608
tgrenell@gmail.com

FEE PROPOSAL

January 23, 2024

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

Re: De Pere Ice Arena, Facility Condition Assessment
De Pere, WI
CJL #P24-0048

Marty,

Thank you for the opportunity to submit a proposal for the referenced project. If accepted, this letter shall constitute our proposed arrangement for providing Professional Engineering and Architectural (E/A) Consulting Services for the above-referenced project and will form the basis of our contractual agreement.

I. Description of Project

The City of De Pere is seeking proposals from qualified firms to provide a comprehensive Facility Condition Assessment (FCA) using industry standard methodology of the De Pere Ice Arena, located at 1450 Fort Howard Avenue in De Pere, WI. In addition to the FCA, the city is requesting a comprehensive Capital Repair & Replacement Plan of the items identified in the FCA.

A. Areas of Service

1. Engineering Assessment of HVAC Systems
2. Engineering Assessment of Plumbing and Fire Protection Systems
3. Engineering Assessment of Normal and Emergency Electrical Power
4. Engineering Assessment Ice Refrigeration System
5. Architectural Assessment of Facility Building and Roof
6. Architectural Assessment Arena Bleachers, Locker Rooms, Bathrooms
7. Architectural Assessment Arena Dasher Boards and Associated Items

II. Scope of Work

CJL will provide professional engineering design services in accordance with the provisions of the attached Standard Business Conditions.

A. Facility Condition Assessment

CJL Engineering will provide the following items:

1. A comprehensive report assessing the condition of the entire facility and a breakdown of components and features of analysis.
2. Identify the level of condition of all components/equipment within the facility.
3. Identify inefficient functions or deficient operations of the facility.
4. Assess major components for their current condition and life expectancy.

5. Major components of the Ice Arena are identified as:

    a) Chiller plant
    b) Mechanical room and components
    c) Ice arena floor (heating/cooling system)
    d) Dasher boards
    e) Dehumidification system
    f) Building HVAC
    g) Roof
    h) Ceiling
    i) Bleachers
    j) Bleacher heating
    k) Electrical system throughout building
    l) Locker rooms
    m) Plumbing and fixtures

B. Capital Repair / Replacement Plan

C. Additional Services

CJL may provide additional mechanical and electrical engineering services. These items are not in the basic Scope of Work.

1. Schematic Design
2. Design Development
3. Construction Documents
4. Construction Phase Services
5. Development of a Contract Budget or Detailed Cost Analysis.
6. Building Information Models (BIM) above LOD 300.
7. Detailed Cost Estimating.
8. LEED Design Services.
9. Arc Flash Study of Electrical Systems.
10. Telephone, Data, Audio/Visual or Security Systems Design.
11. Energy Modeling.
12. Civil Engineering.
13. Structural Engineering.
14. Commissioning.
15. Revisions to Contract Documents after completion due to changes beyond the control of CJL.
16. Field investigation to develop Record or "As-built" Documents.
17. The preparation of building department review forms or documents.
18. Additional Construction Observations/Construction Meetings beyond those listed above.
19. Building department plan review fees and permit costs.

III. Schedule

A. Projection

CJL is prepared to begin the Scope of Work when a signed contract and Notice to Proceed is received from the Owner. CJL can complete De Pere Ice Arena, Facility Condition Assessment within a reasonable time frame.

IV. Compensation

A. E/A Consulting Services for FCA and Capital Repair & Replacement Plan

CJL proposes to perform the Professional Engineering and Architectural Consulting services described in the Scope of Work Section above for a fixed fee of Twenty-Seven Thousand Five Hundred Dollars ($27,500).

B. Additional Services

Engineering services not described above in the Basic Services section may be considered additional services. Additional services will be provided with receipt of a written description. Compensation for additional services, if requested, shall be developed under separate proposals.

C. Reimbursable Expenses

Fixed fee for standard reimbursements such as travel, room and board will be at a not to exceed cost of Nine Thousand Five Hundred Dollar ($9,500).

V. Billing and Payments

CJL anticipates invoicing at two periods, 50% after initial assessment visit has occurred and 50% upon submission of final FCA and Capital Repair & Replacement Plan. Payments shall be due within thirty (30) days of receipt of the invoice.

We look forward to the opportunity to work with you on this project. Should you have any questions or require additional information, please do not hesitate to call.

If everything is in order and this proposal meets your approval, please sign and return one copy for our records.

Sincerely,

James M. Vizzini, PE
Partner | CJL Engineering

JMV/mfs

Authorization to Proceed accepted this _____ day of _____, __2024____.

_____ _____
Signature Title

_____
Printed Name

CJL ENGINEERING

Standard Business Conditions

I. RESPONSIBILITY OF CJL ENGINEERING

A. Safety

CJL Engineering, hereinafter referred to as CJL, personnel always endeavor to conduct field activities in such a manner as to protect themselves and others from accidents and injury. CJL personnel use their own safety equipment (hard hats, goggles, protective clothing, etc.) unless otherwise instructed. When the Client is aware of a need for special safety equipment, the Client should so specify before the services proceeds.

B. Confidentiality and Non-Use

During the conduct of specific engineering assignments, CJL and its employees may obtain, directly or indirectly, information proprietary to the Client. Accordingly, CJL agrees, on behalf of itself and its employees, to maintain as confidential all said proprietary information and not to disclose it without specific authorization from the Client, except as may be required by law.

C. Insurance

CJL maintains insurance coverage in the following amounts and, upon request of the Client, will provide a Certificate of Insurance so indicating:

Type of Policy	Limits of Liability
Standard Workers' Compensation/ Employer's Liability	$1,000,000/$500,000
General Liability Combined Single Limit(Bodily Injury and Property Damage)	$2,000,000 Aggregate $1,000,000 Each Occurrence
Automobile Liability Combined Single Limit (Bodily Injury and (Bodily Injury and Property Damage)	$1,000,000 Each Occurrence
Professional Liability	$2,000,000 Aggregate $1,000,000 Each Occurrence
Umbrella Excess Liability	$5,000,000 Each Occurrence

D. Indemnification/Limitation of Liability

CJL shall defend, indemnify, and hold harmless the Client and its officers, employees, servants, agents, successors, and assigns from and against any and all liability, claims, demands, suits, actions, third-party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses, and attorneys' fees (hereinafter referred to collectively as "Damages") that either directly or indirectly arise out of, or result from, injury or death to persons, including employees of the Client or CJL, or damage to property of whatever kind and nature, if the injury or damage is caused by a negligent act of CJL or its employees, servants, or agents in the performance of CJL services under this Agreement. The Client shall give prompt notice to CJL of any such suit, claim, demand, or action relating thereto in order to provide CJL with the earliest opportunity to defend against any actions or proceedings for Damages. CJL agrees, however, that any failure on the part of the Client to give such notice shall not be deemed a waiver, abrogation, or limitation of CJL's obligation to defend, indemnify, and hold harmless the Client except to the extent that such failure to give notice is the sole cause of an actual limitation of CJL ability to assert defenses available to it. Indemnification under this provision shall exclude any and all Damages that either directly or indirectly arise out of or result from acts, errors, or omissions of the Client or any of its officers, employees, servants, agents, consultants other than CJL or other representatives.

CJL total liability under this indemnification is limited to the type and amount of insurance coverage as previously listed in Paragraph I.C., Insurance.

II. RESPONSIBILITY OF THE CLIENT

A. Coordination

The Client will provide a representative to coordinate all onsite activities and to serve as CJL's point of contact.

B. Review

The Client will provide timely and expeditious review of CJL reports, provide general guidance during execution of the services, and, in general, cooperate to the fullest extent possible during CJL performance of the services and meeting project schedules.

C. Indemnification

The Client shall defend, indemnify, and hold harmless CJL and its officers, employees, servants, consultants, agents, successors, and assigns from all Damages (as defined above) that arise out of or result from the acts, errors, and omissions of the Client or any of its officers, employees, servants, agents, consultants, or other representatives, except in the case of negligence in the services performed by CJL.

D. Hazardous Waste Claim

"Hazardous Waste Claim" shall mean any claim arising out of, or based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other materials, irritants, contaminant or pollutant, whether such discharge is sudden or gradual.

LIMITATION OF LIABILITY: Client agrees to bring no claim against CJL either directly of by means of impleader, third party claim or cross claim, in any action relating in whole or in part to any hazardous waste claim as defined.

CLAIM INDEMNIFICATION: In the event CJL is a party to any action arising out of a hazardous waste claim, Client agrees to indemnify CJL to the maximum extent permitted by law, award judgment of settlement against the CJL provided that such indemnification shall not apply to such portion of the award judgment or settlement unrelated to the hazardous waste claim.

III. INVOICES

A. Invoices

Invoices will be submitted on a monthly basis for work completed and are due within 30 days upon receipt.

B. Disputed Amounts

The Client will notify CJL within 4 weeks of receipt of an invoice if there is a dispute on the invoice. The Client will pay that segment of the invoice not in dispute and the disputed amount will be credited or billed on the next monthly invoice.

IV. GENERAL

A. Validity

This proposal is valid for 30 days. Subsequent to that date, CJL may withdraw this proposal or revise the basis of payment to allow for changing costs and adjust start and completion dates to conform to our workload.

B. Changes

Only with the consent of the Client may changes in, additions to, and omissions from the Scope of Work be authorized under this Agreement. Any increases in the Scope of W shall be agreed upon in writing by the parties before CJL may proceed with such charges, additions, or omissions.

C. Delays

Any departure from the stated schedule of services that is caused in whole or in part by a delay originated by the Client, or caused by conditions beyond CJL control (such as unfavorable weather conditions, partial or complete plant shutdowns, strikes, floods, or fires) constitutes a change of scope and will be grounds for renegotiation of the contract price and the completion date.

D. Termination

Either party may terminate this Agreement without cause upon 30 calendar days' written notice to the other party. In the event of termination, the Client will pay CJL for all costs incurred to the point the services are completed prior to the notice to terminate.

E. Ownership of Documents

Upon payment of all fees for services, costs, and disbursements, the Client shall be entitled to reproduce any documents prepared under this Agreement where such reproduction is in furtherance of project objectives. Any other reproduction, publication, distribution, or use of such documents or copies is permitted only upon obtaining prior written consent of CJL. Such documents and copies shall at all times remain the property of CJL. All unauthorized uses are at the sole risk of the users.

F. Non-Solicitation

Neither CJL nor the Client shall offer employment to the others employees during this Agreement and for a period of 1 year following the date on which the employee(s) last performed services under this Agreement, unless there is mutual consent in regards to a particular employee.

G. Privacy of Proposal Content

The information contained in this proposal is considered privileged and confidential. Any use or release of this information for purposes other than evaluation of its content as a basis of contract award is prohibited.

H. Agreement Terms and Conditions

The terms and conditions of this proposal constitute the entire Agreement between CJL and the Client. Any terms, revisions, or conditions in the Client's purchase orders, correspondence, or other forms that are not consistent with the terms, provisions, or conditions of this document are void, unenforceable, and not part of the Agreement. This document supersedes anything written in letter agreement that is in conflict with this document. Refer to the attached letter which identifies and stipulates the specifics and scope of the project.

CJL ENGINEERING

Dynamic Design for Changing Times

814.536.1651
cjl@cjlengineering.com
www.cjlengineering.com

PROPOSAL

De Pere Ice Arena
Condition Assessment

Prepared For

DE PERE

TABLE OF CONTENTS

COVER LETTER

SECTION A	FIRM BACKGROUND, INFORMATION, AND PROJECT TEAM
SECTION B	HISTORY AND EXPERIENCE IN ICE ARENAS
SECTION C	UNDERSTANDING OF THE PROJECT
SECTION D	SIMILAR PROJECTS
SECTION E	REFERENCES
SECTION F	TIMELINE
SECTION G	FEE

JANUARY 29, 2024

McM. No. M0032-06-99-00001.00

Prepared By

Michael J. McMahon, AIA, Senior Architect

McMAHON ENGINEERS ARCHITECTS

COVER LETTER

January 29, 2024

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

Email: mkosobucki@deperewi.gov

RE: Request for Proposal
De Pere Ice Arena
Facility Condition Assessment

Dear Mr. Kosobucki,

McMahon Associates, Inc. (McMahon) is pleased to submit the attached information in response to the Request for Proposal for a Facility Condition Assessment of the De Pere Ice Arena.

We appreciated the time for discussion and tour of the facility we received on January 11, 2024, with Don Chilson. The tour was helpful in understanding the current state of the facility.

Within the following proposal, you will note that all services for this project are being performed by a highly talented staff of industry professionals. Each of our staff has extensive experience in performing building and site assessments and out company has experience in the design of ice centers and other similar facilities.

McMahon greatly appreciates this opportunity to provide a proposal for this project. If you have any questions after reviewing this proposal, please do not hesitate to contact Kevin Chevalier or me at 920-751-4200.

Respectfully,

McMahon Associates, Inc.

Michael J. McMahon, AIA, NCARB
Executive Vice President

MJM:lam

Section A

FIRM BACKGROUND & INFORMATION

McMahon is a leading full-service engineering, architecture and consultant firm with a more than 100-year history of successfully delivering project results for our clients.

Our company was founded in 1909 in Wisconsin. Since then, we've expanded our geographical footprint with offices in Illinois and Indiana in addition to our corporate headquarters in Neenah, Wisconsin. We have also established additional companies that complement McMahon and offer services that uniquely meet the needs of our clients. Our team consists of more than 150 professionals including engineers, architects, surveyors, consultants, and technicians.

Although we have grown to support projects across the country, and even internationally, we maintain our small-business touch. We value providing unmatched service for our clients while focusing on building long-standing relationships. We pride ourselves on producing an end-result that is of quality, but it's the connections we make and the trust we earn along the way that sets us apart.

Our experience allows us to see the potential in your project and we have a diverse in-house team of experts ready to transform your ideas and vision into reality.

OUR LEADERSHIP

Whether we are serving a local township or a Fortune 500 industrial client, our goal is to offer the very best people suited to work collaboratively WITH YOU to solve problems. In many cases, our people work as an extension of YOUR staff. Afterall, becoming a trusted partner is one of the pillars of our 'McMahon Way' philosophy of building long-term relationships by combining strong core values with a culture for success.

McMAHON EXECUTIVE GROUP:

WISCONSIN HEADQUARTERS:

Paul E. Benedict PE, SE
President
pbenedict@mcmgrp.com
920.751.4200/ext. 264

Michael J. McMahon, AIA, NCARB
Executive Vice President
mmcmahon@mcmgrp.com
920.751.4200/ext. 330

Matthew J. Greely, PE
Executive Vice President
mgreely@mcmgrp.com
920.751.4200/ext. 226

Vic Lutz
Chairman of the Board
vlutz@mcmgrp.com
920.751.4200/ext. 247

REGIONAL OFFICES:

ILLINOIS
Christopher D. Dopkins, PE
Associate
cdopkins@mcmgrp.net
815.636.9560/ext. 705

INDIANA
John M. Sturgill, RLA
Vice President
jmsturgill@mcmgrp-in.com
219.462.7743/ext. 501

THE McMAHON WAY

At the center of everything we do at McMahon is a **service-inspired** philosophy we call the McMahon Way. It's about **values, culture** and **relationships**. Every project we take on, every decision we make, every word we speak is guided by this philosophy.

Strong Core VALUES

We hire people who strongly identify with our team's core values.
Every person working for McMahon:

- Acts with honesty and integrity in all communications between clients and other team members
- Knows the value of work and effectively contributes to our operations
- Strives for excellence with the understanding that we can always improve
- Places the client and customers first in a service-oriented approach

CULTURE for Success

McMahon is dedicated to creating a work culture that mentors and empowers our team.
Together we:

- Invest in our employees
- Allow our employees to operate and innovate with independence
- Entrust and empower all employees to make the best decisions for their projects
- Present diverse design capabilities and expertise to clients

Build Long-Term RELATIONSHIPS

We take pride in becoming a trusted partner for our clients.
We build connections by:

- Taking time to truly understand our clients' needs, goals and challenges
- Communicating openly and effectively
- Always striving for client satisfaction

Values, culture and relationships. This is the McMahon Way.

THE McMAHON Way
VALUES • CULTURE
RELATIONSHIPS
• FOR OVER 100 YEARS •

COMMUNITY MATTERS

McMAHON's culture of corporate social responsibility has existed for a very long time. This culture starts at the top and permeates throughout the company. In addition to monetary contributions and pro-bono services, our staff is very involved in local activities which support our communities. Each year our people commit significant amounts of time volunteering for a variety of community organizations and charitable causes.

"The MEASURE of **who** we ARE is *what* we **do** with WHAT we *have*"

- Vince Lombardi

OUR SERVICES AND WHO WE SERVE

McMahon, offers a **broad spectrum of services**, provided by our in-house team of professionals under the umbrella of six service division areas

Environment & Infrastructure
- Municipal Engineering
- Transportation
- Water Resources
- Environment & Ecology
- Site Development
- Land Surveying
- Geospatial Solutions

Architecture

Water & Wastewater
- Drinking Water
- Wastewater
- Renewable Fuels / Waste-to-Energy

Structures & Building Systems
- Structural Engineering
- Electrical / Controls
- Mechanical HVAC
- Plumbing Design

Industrial Engineering

Public Safety & Municipal Management

Value Added Services
- Construction Services
- Funding Strategies and Grant Assistance
- Engineer-led Construction Management
- Engineered Environmental Solutions
- Public/Private Partnerships (P3)
- Operations Services

Our capabilities are as diverse as the **client market areas we serve**

- Municipal / Civic
- Commerce / Retail
- Healthcare
- Education
- Dairy / Food Processing / Pulp & Paper
- Industry / Manufacturing
- Agriculture
- Transportation
- Tribal
- Energy / Utilities
- Police / Fire / EMS
- Hospitality / Sports / Entertainment
- Cultural / Faith-based
- Community / Private Living Spaces

FULL-SERVICES DETAIL

ENVIRONMENT AND INFRASTRUCTURE

MUNICIPAL SERVICES
- Complete infrastructure planning, design & specifications
- Parks & recreation
- Bidding/construction services
- Mapping services

TRANSPORTATION
- Highway & street design
- Bridges & retaining walls
- Traffic studies, environmental assessments & reports
- Signalization & lighting
- Trails & enhancements
- Construction services

WATER RESOURCES
- Stormwater quality
- Stormwater volume
- Flood control
- Stream corridor restoration
- Implementation & monitoring
- Agency coordination & permitting

GEOSPATIAL SOLUTIONS
- GIS development
- Geospatial solutions

SITE DEVELOPMENT
- Infrastructure planning/layout/design
- Municipal/regulatory agency coordination & permitting

ENVIRONMENT & ECOLOGY
- Environmental site assessments
- Petroleum release investigations/ remediation
- Wetland delineation & mitigation
- Ecological assessments, restoration plans & management
- Prairie design & management
- Endangered species assessments

LAND SURVEYING
- Land planning; subdivision, condominium & assessor's plats
- Highway right-of-way plats
- Certified survey maps
- Legal descriptions
- Topographic/FEMA flood plain surveys
- Construction staking
- ALTA/NSPS land title surveys
- Property boundary retracement
- Expert witness testimony

Markets: **Municipal/Govt, Industrial, Commercial/Retail, Education, Healthcare, Cultural, Private Sector**

WATER AND WASTEWATER

DRINKING WATER
- Water supply, pumping & treatment systems
- Storage & distribution systems
- Disinfection & control systems

WASTEWATER
- Municipal & industrial wastewater treatment
- Wastewater treatment, nutrient removal & biosolids management
- Wastewater pretreatment
- Facilities planning
- Full-service design
- Permitting assistance
- Start-up assistance & operator training
- Collection system evaluations

RENEWABLE FUELS / WASTE-TO-ENERGY
- Renewable energy facilities planning & design
- Municipal & industrial anaerobic digestion
- Waste assessments
- Feasibility studies
- Troubleshooting & bench testing
- Nutrient recovery
- Full-service design & construction

Markets: **Municipal, Industrial, Agriculture**

STRUCTURES AND BUILDING SYSTEMS

STRUCTURAL
- Studies & cost estimating
- Analysis & design of building structures, water & wastewater facilities, dams & bridges and rehab projects

ELECTRICAL/CONTROLS
- Power Distribution System Design
- Instrumentation & Controls Design
- Standby Power
- Lighting

MECHANICAL HVAC
- Air systems & distribution
- Hydronic systems & distribution
- Specialty systems design
- Geothermal design & feasibility studies
- Solar heating and solar photovoltaic
- Building automation systems & retrofits
- Temperature controls systems consolidation
- Critical systems audits
- Facilities studies
- Energy efficient design

PLUMBING DESIGN
- Site utilities
- Building plumbing design

Markets: **Industrial, Manufacturing, Agriculture, Commercial, Education, Healthcare, Municipal**

INDUSTRIAL ENGINEERING
- Existing facility studies
- Project planning and budgeting
- Detailed plans/specifications for construction
- Construction & start-up services

Markets: **Food & Beverage, General Industrial, Paper, Warehousing**

ARCHITECTURE
- Master planning
- Project programming & budgeting
- Project visualizations: still or animated
- Building design & contract documents
- Interior design
- Building information modeling (BIM)
- Lean architecture
- Project administration

Markets: **Commercial/Retail, Municipal/ Govt., Healthcare, K12 Education, Higher Education, Industrial, Cultural, Residential**

PUBLIC SAFETY & MUNICIPAL MANAGEMENT
- Public Safety & Emergency Management
- Public Management
- Security Services
- Building Inspections

Markets: **Municipal/Govt., K-12, Commercial, Utilities, Fire/Police/EMS, and support for all engineering and architectural design projects**

CONSTRUCTION SERVICES
- Construction cost estimates
- Project scheduling
- Project management
- On-site observations
- Start-up services

Markets: **project and client support**

FUNDING STRATEGIES & GRANT ASSISTANCE
- Federal, state & local opportunities
- Grant/loan research, applications & management for:
- Clean Water Fund
- Safe Drinking Water Loan Program
- USDA Rural Development
- Community Development Block Grants

Markets: **project and client support**

ENGINEER-LED CONSTRUCTION MGT

ENGINEER-LED CONSTRUCTION MGT
- Municipal, industrial, commercial
- Complete McMahon engineering/ architectural design resources
- Construction bidding services
- Construction project management
- Project accounting

Markets: **support for all engineering and architectural design projects**

INTEGRATED PUBLIC RESOURCES, LLC (IPR)

PUBLIC/PRIVATE PARTNERSHIPS (P3)
- Unique P3 delivery models dealing with finance, design, design/build, operation, ownership, lease and maintenance to help deliver priority projects in local communities.

McMAHON ENGINEERS ARCHITECTS
920.751.4200 MCMGRP.COM

PROJECT TEAM

CITY OF DE PERE
ICE ARENA
CONDITION ASSESSMENT

DE PERE

McMahon Associates, Inc.

Project Manager
Kevin J. Chevalier

Project Architect
Michael J. McMahon, AIA, NCARB

Structural Engineer
Daniel J. Brellen, PE, LEED AP

Mechanical, Electrical, & Plumbing
CPH Associates - Steven Becker, PE

Civil Engineer
Mike P. Kohlbeck, PE

Section B

HISTORY & EXPERIENCE IN ICE ARENAS

APPLETON FAMILY ICE CENTER – Appleton, WI

- Designed the original Appleton Family Ice Center.
  (See project description in Section D)
- Schematic design for an additional sheet of ice and associated lockers and facilities – 2016.
  (Addition not built; see project description in Section D)
- Addition of a locker facility for Lawrence University – 2018.
- Addition of a storage room – 2018.

TRI-COUNTY ICE ARENA – Menasha, WI

- Designed the original Tri-County Ice Arena.
- Currently proposing (January 24, 2024) to perform a Facility Condition Assessment.

ADDITIONAL RELATIVE EXPERIENCE:

McMahon Associates, Inc. has designed many community recreation facilities, including:

- YMCA of the Fox Cities – Fox West, Greenville, WI
  - Addition & Renovation
  - Fox West Childcare Addition
  - New Facility
- YMCA of the Fox Cities – Heart of the Valley, Kimberly, WI
  - Addition & Renovation
  - New Facility
- Manitowoc-Two Rivers, Manitowoc, WI
  - Renovation
- Woodson YMCA, Wausau, WI
  - New Program Center & Health Care Clinic

McMahon Associates, Inc. has significant experience designing refrigerator / freezer facilities through our food and dairy clients. These facilities deal with many similar elements as in and ice arena, namely building envelope, humidity control, sub floor frost control, and refrigeration systems.

Our clients:

- Agropur
- Arla Foods
- Baker Cheese
- BelGioioso Cheese
- Cedar Grove Cheese
- Foremost Farms
- Galloway Company
- Lactalis USA
- Land O' Lakes
- Masters Gallery Foods, Inc.
- Prairie Farms
- Schreiber Foods
- Vermont Creamery

Section C

UNDERSTANDING OF THE PROJECT

The City of De Pere is looking for a detailed plan for future repairs and replacements that may be requested at the City of De Pere Ice Arena.

The Ice Arena is owned by the City of De Pere, however, the City of De Pere has leased out the operations of the facility for the last 25 to 30 years. The Ice Arena is located at 1450 Fort Howard Avenue in De Pere, Wisconsin.

The facility is approximately 50 years old and there is a growing concern about the long-term sustainability of the facility. Prior to further investments into the facility, the City of De Pere would like to hire a consultant to provide a greater understanding of the facilities current condition and its anticipated costs to update the facility in the future to keep it a long-standing amenity for the community.

The Ice Arena has received several updates over the last 50 years, with the most recent larger repairs being:

A. Dehumidification system repaired in 2019
B. Refrigeration plant repaired in 2019
C. New bleacher system installed in 2018
D. Above ground sump pump tank installed in 2018
E. Garage door replacement in 2012
F. Refrigeration plant relaced in 2011
G. Chemical tank replaced in 2009

It is the intent of the analysis to look at all facets of the building to determine their level of condition and then provide guidance to the City of De Pere on each facet of life expectancy and cost to improve / repair. The completed project shall:

A. Provide a facility condition assessment based on industry standard methodology.
B. Generate a prioritized list of recommendations with coast estimates, for adding, repairing, or replacing deficient conditions and / or equipment in the facility.
C. Provide a cost opinion for replacing the De Pere Ice Arena based on industry standard methodology.
D. Identify likely liabilities associated with the ongoing and continued use of the ice arena in its current state.

Scope of Services

A. Facility Condition Assessment

1. Provide a comprehensive report assessing the condition of the entire facility and provide a breakdown of components / features of analysis.
    a. Identify the level of condition of all components / equipment within the facility.
    b. Identify inefficient functions or deficient operations of the facility.
2. Assess major components for their current condition and life expectancy. Major components of the Ice Arena are identified as:
    a. Chiller plant
    b. Mechanical room and components
    c. Ice arena floor (heating / cooling system)
    d. Dasher boards
    e. Dehumidification system
    f. Building HVAC
    g. Roof
    h. Ceiling
    i. Bleachers
    j. Bleacher heating
    k. Electrical system throughout building
    l. Locker rooms
    m. Plumbing and fixtures
3. ***In addition, McMahon Associates, Inc. will review and identify the following:***
    a. Fire and safety regulation compliance issues
    b. ADA compliance of the facility
    c. Building code non-compliance items

B. Capital Repair / Replacement Plan

1. The plan shall be a comprehensive look at when to repair / replace items identified in the Facility Condition Assessment.
2. Identify a level of urgency or priority for each of the items identified in the Facility Condition Assessment.
3. Provide a cost opinion for each component listed in the Facility Condition Assessment.
4. Provide insight into the liability associated with each item listed in the Facility Condition Assessment for continued operation.

Meetings

The Consultant shall plan for meeting attendance at, but not limited to, the following meetings:

A. Pre-assessment meeting with the City of De Pere.

B. Presentation to the Board of Park Commissioners of the draft plan.

City Responsibilities

The City of De Pere will be responsible for the following:

A. Provide / coordinate access to De Pere Ice Arena.

B. Provide all historical data / information available to the City of De Pere.

Items Not Included in the Scope of Services

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services:

A. Preliminary design services

B. Final design services

C. Hazardous materials investigations

Note that the assessment will be based upon visual observations. Items that are concealed and not readily accessible for observation will be presumed sufficient / operational. Destructive work and repairs are not included in this Scope of Services.

Section D

SIMILAR PROJECTS

The following are Facility Condition Assessment projects lead by Mike McMahon:

ONIEDA TRIBE OF INDIANS – Oneida, Wisconsin

- Facility Condition Assessment of Thornberry Creek clubhouse and maintenance building

ROCKET INDUSTRIAL – Wausau, Wisconsin

- Facility Condition Assessment for a 188,000 SF manufacturing building

SCHOOL DISTRICT OF HILBERT – Hilbert, Wisconsin

- Facility Condition Assessment for the high school and middle school

ST. CLARE PARISH – Askeaton, Greenleaf, & Wrightstown, Wisconsin

- Facility Condition Assessment of three 100-year old church buildings, three school buildings, and three rectories

OUTAGAMIE COUNTY ADMINISTRATION BUILDING – Appleton, Wisconsin

- Facility Condition Assessment of historic art deco administration building

OUTAGAMIE COUNTY
APPLETON, WISCONSIN

ADMINISTRATION COMPLEX
INFRASTRUCTURE UPGRADES

BACKGROUND

Outagamie County worked with McMahon in 2010 on a Study of the Existing Building Systems within the Administration Building and again in 2012 to deliver a project based on the information outlined in that Study.

2010 SYSTEMS UPGRADE STUDY

- Facilities Study
- Current condition, recommended repairs and associated costs for bringing the existing building to a state where its systems would be reliable and functional into the future
- Systems examined…Building Envelope, Building Interior Finishes, Accessibility, Plumbing, HVAC and Electrical
- Sustainable options

2012 INFRASTRUCTURE & MECHANICAL UPGRADE PROJECT

- Replace all mechanical, electrical and plumbing systems
- Provide new energy-efficient lighting and controls
- Provide new security measures including cameras and entrance elements
- Upgrade existing elevators to meet current codes and standards
- Provide new toilet room facilities to meet accessibility requirements
- Upgrade doors and hardware to meet accessibility requirements
- Replace existing finishes
- Clean and repair existing terrazzo flooring, marble wall covering and historic murals
- Remediation and/or removal of asbestos-laden materials
- Design to LEED Silver level

The 2010 Study created a general guideline for the 2012 Project. McMahon's team of architects, engineers, and specialized consultants have worked closely with the owner to refine the original scope and deliver a project that will serve the county well into the future. The Outagamie County Administration Building Project would begin construction in August of 2012.

McMAHON
ENGINEERS ARCHITECTS

OUTAGAMIE COUNTY
APPLETON, WISCONSIN

ADMINISTRATION COMPLEX STUDY

BACKGROUND

In addition to the County Building Upgrades completed in 2013, McMahon has completed several studies and projects for Outagamie County since the early 1990's.

In 2016, McMahon completed a Pre-Design Study together with Outagamie County for their downtown Appleton campus. It is this study and the current Outagamie County Administration Complex project that will be our focus.

PRE-DESIGN PHASE

In the Pre-Design Phase, there were multiple relationships to consider in order to create the foundation for a successful project. Master Planning involves the community and context, in addition to the facilities themselves. The Outagamie County Oversight Committee was involved and informed utilizing the information within the Pre-Design Study. Multiple options were provided, reviewed and evaluated.

The Oversight Committee unanimously recommended moving forward with an option that reduced the program area, reduced the project budget, improved way-finding, allowed for the HHS South building to be vacated creating flex space, created superior operational adjacencies and reduced non-value-added costs.

The rendering above depicts the finished project with the existing Justice Center in the background, the existing Administration/HHS building to the right, and the new three-story addition in the center.

McMAHON ENGINEERS ARCHITECTS

APPLETON FAMILY ICE CENTER
APPLETON, WISCONSIN

CONCEPTUAL ICE RINK & VESTIBULE ADDITION & REMODEL

PROJECT

The Appleton Family Ice Center looked to the team at McMahon to design an addition to their existing family ice center. Improvements included a new ice rink with associated facilities, vestibule with lobby space and meeting spaces and locker room additions.

The purpose of the project was to provide additional resources to serve the high demand coming from a variety of clubs and organizations. An additional goal was to become a hub for non-club ice skating activities within the Fox Valley. The design was used for developing a project budget as well as fundraising initiatives and materials for the project.

McMAHON
ENGINEERS ARCHITECTS

APPLETON FAMILY ICE CENTER
APPLETON ICE, INC.
APPLETON WISCONSIN

ICE SKATING CENTER
NEW CONSTRUCTION

BACKGROUND

Appleton Ice operates the Appleton Family Ice Center which is located within the City of Appleton's Memorial Park. The facility provides a fun, safe and healthy environment in which children and their families can experience a truly enjoyable ice skating and hockey experience.

PROJECT

McMahon provided pre-design, design and construction management services for this fast-track project.

PROJECT SPECIFICATIONS:

- Public year-round recreation facility
- National Hockey League-sized rink
- 38,000 SF facility
- Seating for 900; 1220 building capacity
- Elevated Seating, ADA Accessible
- 7 Locker Rooms, 1 Figure Skating Dressing Room
- Concessions, Mechanical, Pro-Shop
- Well-distributed Lighting
- Expandable for additional sheet
- 214 Parking stalls
  paved and lit parking

SCHEDULE:

- Pre-design: 2 months
  Design: 4 weeks
  Construction: 6 months

McMahon coordinated all contract and volunteer trades for this project. The Boldt Company served as general contractor for the Appleton Ice Center project.

McMAHON
ENGINEERS ARCHITECTS

Section E

REFERENCES

Outagamie County
410 S. Elm Street
Appleton, WI

Contact: Mr. Paul Farrell, Maintenance Manager
Telephone: (920) 832-1855
Email: paul.farrell@outagamie.org

Oneida Nation
PO Box 365
Oneida, WI

Contact: Mr. Paul Witek, Engineering Director / Senior Architect
Telephone: (920) 869-4543
Email: pwitek@oneidanation.org

School District of Hilbert
1139 W. Milwaukee Street
Hilbert, WI 54129

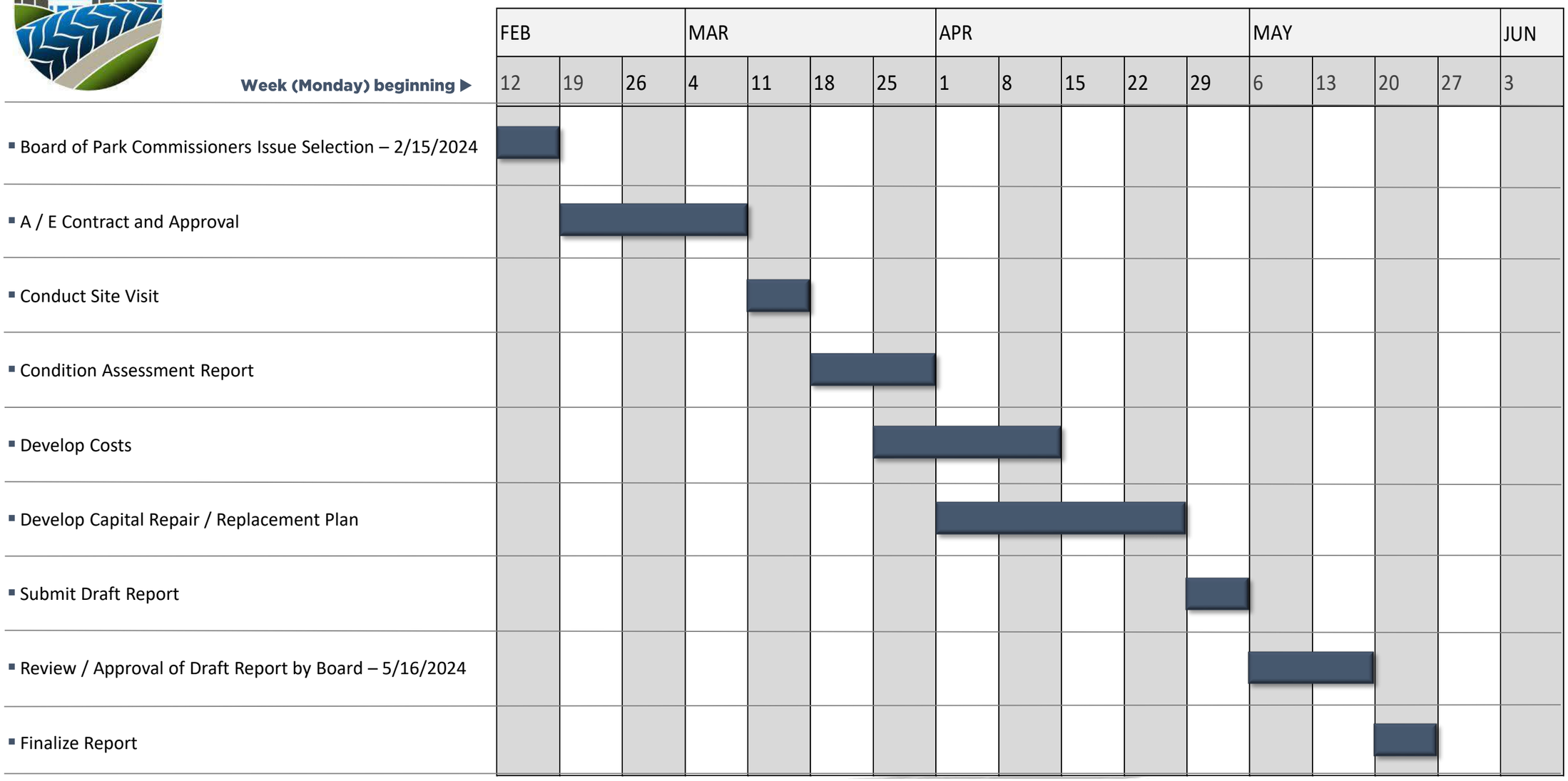
Contact: Mr. Anthony Sweere, Administrator
Telephone: (920) 853-3558
Email: sweeret@hilbertk12.org

Section F

TIMELINE

This schedule is preliminary and subject to modification with input from the Owner.

2024



Section G

FEE

Proposed Fee Schedule Worksheet

Company Name: McMahon Associates, Inc.

Company Address: 1445 McMahon Drive

Company Address: Neenah, WI 54956

Company Representative: Michael J. McMahon

Email: mmcmahon@mcmgrp.com

Signature:

Item	Fee
De Pere Ice Arena – Facility Condition Assessment	
Facility Condition Assessment and Cost Opinion Plan for replacement and repair	$ 23,600.00

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

Item	Cost
NOT APPLICABLE	

De Pere Ice Arena Facility Condition Assessment

City of De Pere, WI

January 29, 2024

Ingenuity, Integrity, and Intelligence.

www.AyresAssociates.com

AYRES
Ingenuity, Integrity, and Intelligence.

January 29, 2024

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

Re: De Pere Ice Arena Facility Condition Assessment RFP

Dear Mr. Kosobucki:

Thank you for the opportunity to provide our qualifications for architectural, mechanical, electrical, refrigeration engineering, and cost estimating services for your facility assessment of your arena.

Having performed this scope for other clients as a cohesive team, we fully understand how important it is to get this correct to keep your facility running at its best. We bring a team of architects and engineers who have teamed together previously on similar projects that understand the unique challenges of designing, operating, and maintaining ice arenas. Our team has the right experience to help reduce risks and achieve the goals you have for this project.

Ayres is built on a strong foundation of corporate values that we uphold through conducting business with our clients. Our values of being client-focused, responsive, resourceful, and team players with positive attitudes will enhance the outcome of this project. Upon this foundation we build from our previous experiences with ice arena projects. We know how to get things done and deliver successful projects.

We certainly appreciate the opportunity you have given us and will be honored to support you on this project. We take great pride in our work and hope you agree that it shows within our proposal. Included in this proposal you will find our firm information, experience in ice arenas and team qualifications, project understanding, similar projects, references, proposed schedule, and fee.

By working together with you as a team, listening to your needs, and understanding your goals, our team will drive to the heart of the issues with intelligent engineering that delivers solutions. We will collaborate to make timely recommendations for critical building systems that serve your residents.

Sincerely,

Ayres Associates Inc

Licia A. Oligmueller, PE, LEED AP BD+C
Project Manager/Mechanical Discipline Leader
Direct: 651.604.3106
Cell: 763.258.7051
OligmuellerL@AyresAssociates.com

Dan Fox, PE, CEM, LEED AP BD+C
Director of MEP Services
Direct: 651.604.3126
Cell: 651.271.8157
FoxD@AyresAssociates.com

Market Sectors

Athletic
Aviation
Civic
Commercial
Corporate
Education
Government
Healthcare
Hospitality | Mixed Use
Housing
Industrial | Warehouse
Licensed Care Facilities
Military
Ports
Recreation
Retail
Science & Technology
Sports

Services

Mechanical | Electrical | Plumbing | Fire Protection | Lighting Design | Low Voltage | Forensic Studies | ARC Flash Studies | LEED and Sustainable Design | Energy Modeling | Construction Support Services | Commissioning

Firm Background and Information

AYRES
MECHANICAL, ELECTRICAL, PLUMBING (MEP)

Together, we're a team of nearly 400 innovative problem-solvers offering expertise in a multitude of disciplines. We distinguish ourselves in the industry by providing unmatched responsiveness during the delivery of service to our clients.
We are committed to fully serving our clients and take pride in developing strong, collaborative relationships with owners, architects, and contractors.

We have professional engineers licensed in all 50 states and the District of Columbia. Our staff includes 13 licensed professional engineers in the areas of mechanical, electrical, and fire protection; 12 LEED accredited professionals; and nine graduate engineers. They are supported by our technical staff in our offices in California, Colorado, Florida, Minnesota, Wisconsin, and Wyoming. Design services are provided for financial, industrial, health care, retail, institutional, corporate, and government clients throughout the country.

Intelligent engineering leads to innovation. Striving to capitalize on the capacity of building modeling software, our team developed a productivity package to complement Revit. The productivity package enhances discipline coordination, reduces redundant work efforts, provides a common database, and uses manufacturer's data readily available on the web. Our clients benefit directly from the intelligence built into every set of project documents. **Ayres will provide the mechanical, electrical, and plumbing scope for this project.**

Our Commitment

Our philosophy is to be responsive to our clients and sensitive to the architecture, using appropriate technology to design efficient, cost-effective systems that are safe, easily maintained, and sustainable.

Key Contact

Licia Oligmueller, PE, LEED AP BD+C
Mechanical Discipline Leader
Direct: 651.604.3106
Cell: 763.258.7051
OligmuellerL@AyresAssociates.com

Subconsultants

We have included the following subconsultants to complement our project team. Detailed resumes for their staff follow this section

HTG Architects – Ice Arena Architectural Design

Everything HTG Architects does begins with service and ends with relationships. HTG starts with your vision and adds its industry insight and expertise gained through experience to design and execute plans that bring your project to life. HTG's history is a living part of its design process.

Founded in 1959, they maximize the value of 64+ years of experience by improving on previous projects and using their extensive knowledge and expertise to provide an innovative design. Each project benefits from their cumulative knowledge developed over the years.

HTG provides solutions that make a difference. What that means is they bring their expertise to the table to help owners and stakeholders take a project from idea to concept to design and through construction. HTG listens first, and then asks questions to clearly understand the issue from all sides. Their first step in the design process is to provide the owner with multiple solutions and help the owner understand the pros and cons of each solution. HTG has built a strong foundation providing architectural services to financial institutions for over 60 years. Today their experience in rink and recreation projects continues to grow nationally and is a cornerstone of their practice. They have been focused for the past 30 years on growing their knowledge and experience in rinks. HTG is currently working on rink projects across the country.

B32 – Ice Systems Engineering

B32 Engineering Group specializes in the planning, consultation, design, and construction administration of the ice systems for ice arena facilities. As a nationally recognized leader in the ice rink industry, they have completed over 325 very successful ice rink projects ranging from community-based facilities, outdoor skating surfaces, curling facilities, Division 1 College facilities to NHL facilities. A few of their recent projects include Solar4America (NHL's San Jose Sharks), War Memorial (NHL's Florida Panthers), Xcel Energy Center (NHL's Minnesota Wild), UCONN New Arena, Sacred Heart University New Arena, Robson Arena Colorado College New Arena, Taft School CT, 3MAM University of Minnesota, and Olympic Center in Lake Placid, NY.

B32 embraces the use of renewable and sustainable materials and techniques in its standard design practices. The firm places them front and center during their continuous efforts to research and find new approaches, technologies, and environmentally friendly materials and refrigerants. A few examples include: ongoing evaluation, analysis and application of CO_2 as a refrigerant and the first applications of CO_2 in the United States (B32 was the first in the United States to use CO_2 in an ice rink application); continued new applications for using waste heat in the facility; and very successful application using a municipal water source as a geothermal source of energy. B32 strongly believes that ice systems designed for longevity and minimal operation and maintenance costs will use less energy, require fewer repairs, and will play a key role in the facility's success.

B32's ongoing success is attributed to the passion they have for these unique facilities, ice sports in general, and the personal attention they provide for each and every project. Its involvement in the industry not only includes the professional services they provide, but the many hours they have spent as users of these facilities as hockey players, volunteer coaches, coaching coordinators, etc. and overall long-term supporters of the volunteer organizations that grow and support these sports. This combination of experiences has proven invaluable to the success of its design projects.

Loeffler Consulting Company – Cost Estimating

Established in 2010, Loeffler Consulting Company (Loeffler) provides professional services for architects, engineers, and owners throughout all phases of a project in the areas of cost consulting, owner's representation, and professional guidance. Located in Lakeville, Minnesota, Loeffler has nine employees. They are flexible and nimble in their assignments with a goal that centers around being a value-added team member. What sets them apart as a consultant and owner's representative is their background in construction management and general contracting. One tool is Loeffler's ability to tap into its sister company, Loeffler Construction, to collaborate with trade partners and contractors to provide up to date market pricing. As a member of the design team, Loeffler Consulting is able to provide insight and professional guidance to the client through the lens of a contractor.

History and Experience in Ice Arenas

Ayres, partnering with HTG, B32, and Loeffler, will provide an experienced team to the City of De Pere's Ice Arena Full Facility Assessment project. Our team of engineers and architects has successfully completed several similar ice area projects across the United States, implementing innovative, cost-effective, and energy-efficient design solutions. Our project team has ample capacity to complete all tasks for your project in a timely and efficient manner.

Licia Oligmueller, PE, LEED AP BD + C will serve as your project manager. She will be your primary contact for meetings, work scheduling, and monitoring project progress and budgets. She has successfully completed several large-scale ice arena and remodel projects as well as numerous assessments of all types of commercial buildings, and this experience will be essential to giving the City the best assessment of its equipment for its project.

Our assessment team strives to provide sustainable and energy-efficient designs for every project, working within the owner's needs and budget. We have assembled a project team with a history of providing architectural and engineering services for ice areas, which means we can jump right into your project, offering you expertise and experience you need for a successful project.

B32 and Ayres provided similar scope on the **Willmar Ice Arena** with an assessment and evaluation of the aging ice systems and MEP systems in the facility. The City of Willmar was looking to plan for replacement of their aging infrastructure with more energy-efficient systems to help reduce operation costs.

The **Sno-King Ice Arena** project is a great example of our team's approach to sustainability and energy-efficient strategies. Energy-efficient systems were required to meet the strict Washington state energy codes.

The dehumidification system has a great effect on reducing the energy used by the ice refrigeration system in addition to preventing condensation on the building structure, which can damage surfaces and rust building components. Recommended conditions within the arena are a temperature of 55°F to 60°F and a dew point temperature of about 35°F to 40°F. The year-round operation of the facility affects dehumidification operations as there is more moisture contained in the outdoor ventilation air during the warmer months of the year.

Using demand control ventilation will reduce the amount of outside air introduced into the dehumidification unit when there are no spectators present. This was implemented on our **St. Luke's Sports and Events Center** due to the large amount of spectator seating in that arena. The reality is that most of the time there are not any spectators present, so being able to reduce the ventilation load and energy usage is highly advantageous.

Resumes for each key team member with relevant experience is provided on the following pages.

St. Luke's Sports & Events Center, Proctor, MN

Licia Oligmueller, PE, LEED AP BD+C

Project Manager/ Mechanical Engineer

Licia is recognized by her teammates and our clients for her thought leadership and her dedication to service. She is an integral member of our team and an experienced mechanical engineering leader who has analyzed and designed systems including HVAC, controls, and plumbing/piping systems. She has provided excellent service to clients in sectors including commercial, federal and municipal government, retail, education, institutional, recreation, and military.

Total Experience

19 Years

Registrations

Registered Professional Engineer, WI, MN, OH, PA, NH, MA

Education

BS, Mechanical Engineering, North Dakota State University

Select Experience

- Pagel II Ice Arena Expansion, Minnetonka, MN
- Sno-King Snoqualmie Ice Arena, Snoqualmie, WA
- St. Luke's Sports & Events Center, Proctor, MN
- Willmar Ice Arena, Willmar, MN
- Creekside Community Center, Bloomington, MN
- Eagan Maintenance Facility, assessment, renovation and addition, MN
- University of Minnesota/Twin Cities Hodson Hall Energy Modeling
- Minneapolis College of Art & Design, Design Studio, Minneapolis, MN
- USACE Full Facility Assessment, Multiple Locations, US

James Manning, PE, LEED AP BD+C

Quality Assurance/Quality Control

Jim is a mechanical project engineer for institutional, commercial, and industrial projects. His responsibilities include project management, planning, design, cost estimating, plan and specification writing, equipment selection, and site observations. Jim leads the design of ice arena projects and provides quality assurance. Jim has been involved in the evaluation and design of ice arena systems since 1990.

Total Experience

41 Years

Registrations

Registered Professional Engineer, WI + 28 other states

Education

BS, Mechanical Engineering, University of Minnesota-Minneapolis

Select Experience

- Cottage Grove Ice Arena, Cottage Grove, MN
- Pagel II Ice Arena Expansion, Minnetonka, MN
- Pine City Ice Arena, Pine City, MN
- St. Luke's Sports & Events Center, Proctor, MN
- Waconia Ice Arena, Waconia, MN
- Willmar Ice Arena, Willmar, MN
- Otto Arena, St. Cloud Technical and Community College, St. Cloud, MN
- Sno-King Snoqualmie Ice Arena, Snoqualmie, WA
- Ice In Paradise, Goleta, CA
- USACE Full Facility Assessment, Multiple Locations, US

Lyssa Goranson, LEED AP BD+C

Electrical Engineer

Lyssa is an electrical project manager/designer for retail, commercial, industrial, and institutional projects. Her responsibilities include the design of electrical power systems, interior and exterior lighting, fire protection systems, load calculations, arc flash studies, fault current analysis, low voltage systems design, LEED and B3, and audio/visual and data systems.

Select Experience

- St. Luke's Sports & Events Center, Proctor, MN
- Victoria Ice Pavilion, Victoria, MN
- Duluth Entertainment and Convention Center – Refrigeration Room Upgrades, Duluth, MN
- Glensheen Mansion Assessment, Duluth, MN
- City of Duluth Steam Conversion Assessment, Multiple Buildings in Duluth, MN
- City Hall Assessment, Duluth, MN
- Hennepin County Government Center – Arc Flash Study, Minneapolis, MN
- Arrowhead Regional Development Commission Office Assessment, Duluth, MN

Total Experience

23 Years

Certifications

LEED AP BD+C

Education

AS. Applied Science – Electrical Constructon Design and Management, Dunwoody Technical Institute – Minneapolis

Tom Moorse, CEO, Principal

Architect

Tom has over 30 years of experience in the architectural field. He has experience in many different areas, from design through construction. Tom manages projects and staff while developing lasting relationships with clients. He enjoys providing a high level of service while overseeing all the details of a project from start to finish.

Select Experience

- Reisterstown Sportsplex, Reisterstown, MD
- Clearwater Ice Arena Expansion, Clearwater FL
- Sno-King Ice Arena, Snoqualmie, WA
- Dakotah! Ice Center Expansion, Prior Lake MN
- Ice in Paradise, Goleta CA
- Pagel II Ice Arena Expansion, Minnetonka MN
- Orono Ice Arena, Orono MN
- Breezy Point Ice Arena Expansion, Breezy Point, MN
- The Pod – Hockey Training Center, Rosemount, MN
- City of Bloomington – Outdoor Ice Rink Study (2009), Bloomington, MN

Total Experience

34 Years

Registrations

Registered Architect, MN, CA, MD, CO, NC, WA, FL, AZ

Education

BA, Architecture, North Dakota State University

Scott Ward, PE

Owner/Project Engineer

Scott's education and engineering experience uniquely qualifies him for the specialized design requirements of ice systems. With his experience in fluid hydraulics, pumping and piping systems, heat transfer, refrigeration, thermodynamics, strutures and materials, Scott has developed a specialty in designing ice systems. He has been involved in over 325 ice rink projects since 1997, including professional venues, professional training facilities, Division 1 college venues, multi-sheet community arenas, curling facilities, outdoor ice rinks, and skating trails.

Total Experience

24 Years

Registrations

Registered Professional Engineer, WI + 31 other states

Education

MS, Mechanical Engineering, University of Minnesota

BS, Civil Engineering, University of Minnesota

Select Experience

- St. Luke's Sports & Events Center, Proctor, MN
- Willmar Ice Area, Willmar, MN
- Solar4America (NHL's San Jose Sharks New Practice Facility), San Jose, CA
- Titletown Skating Trail at Lambeau Field (Outdoor), Green Bay, WI
- Labahn Arena, University of Wisconsin-Madison, WI
- Centene Community Ice Center (NHL's St. Louis Blues Practice Facility), St. Louis, MO
- Great Park Ice & Five Point Arena (NHL's Anaheim Ducks Practice Facility), Irvine, CA

Jonathan Murray, LEED AP

Cost Consulting

Jonathan is an experienced Senior Cost Consultant who manages over $3B worth of construction estimates annually. With having a portfolio spanning across 26 states in K12, municipal/county, state/federal, higher education, and Native American projects, Jonathan has the market intelligence to provide accurate cost estimates to the design team. Jonathan is team-oriented with strong leadership and a commitment to delivering projects that exceed clients' expectations.

Total Experience

17 Years

Select Experience

- St. Paul College – 2023 Chiller Replacement
- Century College – 2023 Piping & Mechanical Unit Replacement
- GSA – 536 Clark (Chicago, IL) – Chiller & AHU Replacment
- Ridgewater College – 2023 Vault B & C Equipment Replacement
- UNM Chilled Water Plant – Chiller Expansion
- Anoka Ramsey Community College – 2023 AHU Replacement
- State of MN Retirement Building – 2023 Cooling Tower Replacement

Understanding of the Project

The unique aspects of the project demand a team that has a deep understanding of the intricate design of ice arena systems. This design team has a proven track record of successful ice arena design, as indicated in our representative projects list.

The De Pere Ice Arena is approximately 50 years old with most systems being repaired or replaced within the last 15 years. The concerning items are those that have only been repaired. The assessment team will take special care to assess the equipment and systems, keeping their anticipated life expectancy in mind. The assessment team will look at all aspects of the building, including but not limited to the refrigeration plant and ice systems, dasher board system, dehumidification system, ancillary building HVAC systems, architectural building envelope components, bleachers, spectator heating, locker rooms and restrooms including plumbing fixture analysis, and electrical systems throughout the facility. The entire facility will be evaluated for life safety and current code requirements.

The assessment team will review all information provided by the City prior to the kickoff meeting. This will provide the team with a good background in the history of the facility. The assessment team would appreciate the following items for review; maintenance records, as-built plans, shop drawings, utility records, history of improvements, repair logs, photographs, soils information, and any other information that can be provided.

The assessment team will then meet with the City and rink personnel to discuss project goals, history of the facility, list of desired improvements, project schedule, and current building system technology. The assessment team will then conduct an in-depth field investigation to document existing conditions, observe the operation of these systems, and discuss the operation and maintenance of these systems with facility personnel.

Once the site assessment is complete, the team will work to analyze and document the existing systems and potential improvements. The assessment team will identify problem areas, areas of concern, and areas for improvement. The report will include a description of the existing systems, information collected during the site visit, a condition report including life expectancy of the existing systems, list of concerns, and recommendations for improvement with a detailed description of system replacement options and cost associated with them.

The report will include discussion of new technology and systems available for use as well as options for waste heat recovery. We will discuss the pros and cons, maintenance aspects, and the ability for the existing facility to support newer technology.

A draft report will be provided for the City's review with a virtual meeting to discuss any comments or necessary revisions to the report. The assessment team will incorporate any comments or revisions and issue a final report to the City for their planning purposes.

St. Luke's Sports & Events Center, Proctor, MN

Similar Projects

Willmar Ice Arena HVAC and Ice System Improvements

Location: Willmar, MN
Project Cost: $800,000 construction cost (Phase I HVAC Upgrades) $500,000 construction cost (Phase II Ice Systems Improvements)
Project Size: 27,700 SF
Members of the Proposed Team that worked on project: Licia Oligmueller, Jim Manning, and Scott Ward

The facility features two sheets of ice (Cardinal Arena and Blue Line Arena), as well as common areas, support areas, and locker rooms.

Ayres worked with B32 to conduct a study of the aging infrastructure and provided the City of Willmar recommendations on upgrades to both the HVAC and ice systems. The goal of the study was to provide the City of Willmar with necessary information to plan and budget for replacing the facility's aging systems with modern energy-efficient systems. This would allow for extended ice arena operation and air conditioning for summer non-ice functions.

Recommended solutions included improving the dehumidification and air conditioning systems in the Cardinal Arena as well as adding a desiccant dehumidification system for enhanced performance in the Blue Line Arena. The two ice sheets were served by separate refrigerations plants. The study evaluated replacement of both plants or providing a single plant to serve both arenas. The study indicated that electrical engineering services were required to accommodate recommended HVAC and Ice System equipment. Upon completing the study, Ayres and B32 were retained to work on phased implementation of the HVAC, electrical, and Ice System renovations. The project was broken into two phases; first the HVAC upgrades and then the Ice System Improvements.

Phase I of the project included improving the dehumidification and air conditioning systems in Cardinal Arena by adding a gas-fired desiccant dehumidification system with air conditioning and energy recovery systems. The Blue Line Arena added a desiccant dehumidification system for enhanced dehumidification performance. Electrical upgrades were required to accommodate the exterior ground-located HVAC equipment. Additional work in the Cardinal Arena included adjusting the existing gas-fired infrared radiant heaters and replacing the electrical switchgear.

Phase II of the project included the replacement of two separate existing R22 refrigeration systems that separately serve different single rinks. B32 provided engineering services for the refrigeration system upgrades to a single ammonia system that serves both rinks simultaneously. An addition was provided to the facility to house the new ammonia refrigeration room along with a new electrical room and ice resurfacer room.

Ayres provided MEP and fire protection design services related to the addition of the new ammonia refrigeration room and ice resurfacer room as well as modifications to existing systems to accommodate the new systems. The design included general and emergency ventilation, emergency eyewash/shower equipment, floor drains, refrigeration equipment waste heat reuse to pre-heat resurfacing water, electrical power to the ice equipment MCC, lighting and receptacles in the addition, and extending fire sprinkler coverage into the addition. Domestic water, natural gas, and sanitary sewer lines needed to be moved on site so as not to run under the addition.

A big energy use in ice rinks is from generating hot water for ice resurfacing. Hot water is utilized to prevent bubbles from forming in the ice layer. The ammonia refrigeration equipment generates waste heat that is normally under used. To help offset energy usage and cost, this waste heat is being used to pre-heat the water for resurfacing.

Sno-King Ice Arena

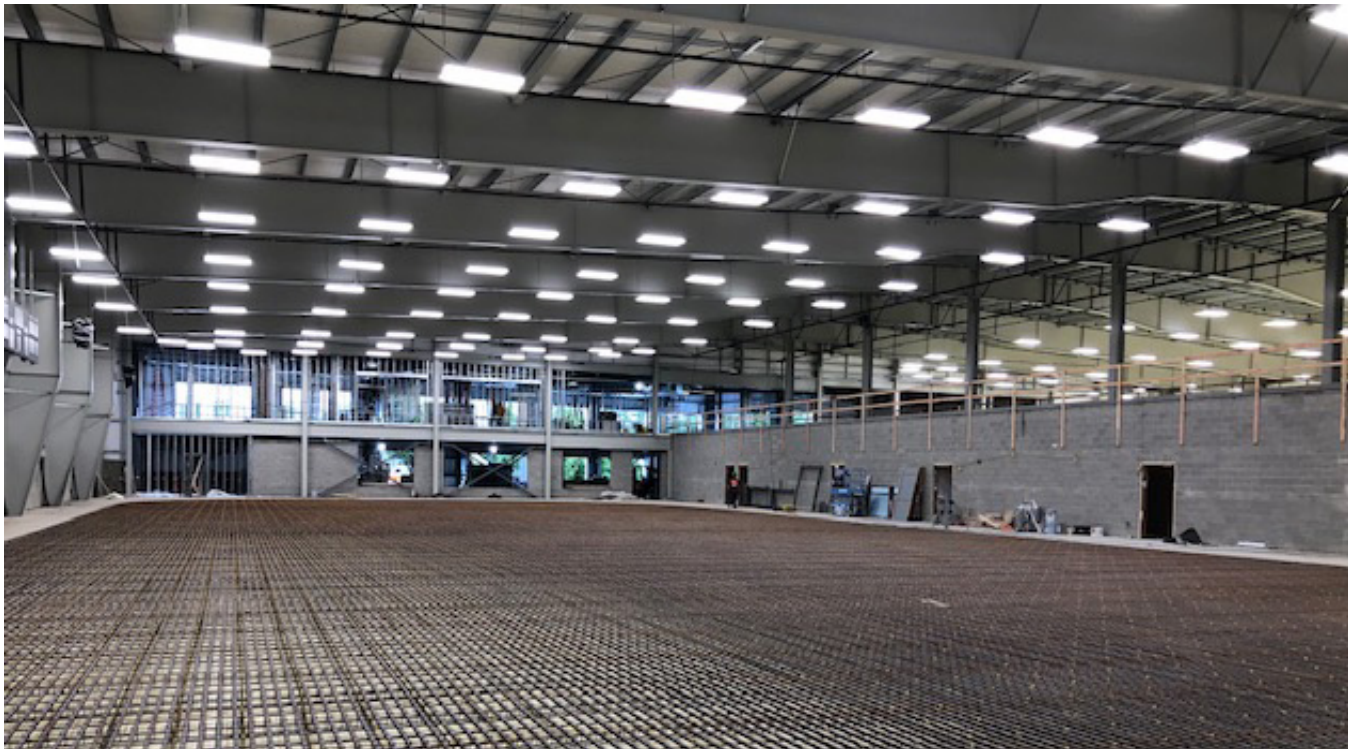
Location: Snoqualmie, WA
Project Cost: $26,000,000 construction cost
Project Size: 72,000 SF
Members of the Proposed Team that worked on project: Licia Oligmueller, Jim Manning, and Tom Moorse

The Sno-King Amateur Hockey Association was operating two rinks near Seattle. The existing rinks were at full capacity and causing increased travel times for their athletes. It became apparent that a third facility was needed, especially with the introduction of an NHL team to the Seattle area for the 2021-2022 season.

The facility included two full-size NHL rinks, locker rooms, skate rental, party rooms, pro shop, restrooms, ice refrigeration room, offices, dry land training, storage, and spectator seating area. HTG provided architectural design services for the facility. Ayres provided MEP and fire protection design services for the facility including rink dehumidification, rooftop air handling equipment for ancillary spaces, general and emergency ventilation, emergency eyewash/shower equipment, electrical power to HVAC equipment and the ice equipment MCC, lighting and receptacles, water heating for general use as well as ice resurfacing, domestic piping system and specification of plumbing fixtures, and MEP for an elevator in the lobby.

A big energy use in ice rinks is from generating hot water for ice resurfacing. Hot water is utilized to prevent bubbles from forming in the ice layer. High-efficiency gas-fired instantaneous water heaters were used to provide this hot water at the facility. This reduces energy use by producing hot water on demand and not using energy to heat water and hold it at 140 degrees Fahrenheit for an unknown period of time before the next use.

Opening during COVID was a challenge, but HTG and Ayres worked with the client to provide transparent information to users on ventilation and filtration measures that were implemented.



St. Luke's Sports & Events Center

Location: Proctor, MN
Project Cost: $12,000,000 construction cost
Project Size: 44,000 SF
Members of the Proposed Team that worked on project: Licia Oligmueller, Jim Manning, Lyssa Goranson, and Scott Ward

The Proctor School District was in need of a new community hockey facility and after 10 years of planning it became a reality. The facility includes a full-size NHL rink as well as a second outdoor rink. The rink spaces include a refrigeration equipment room, resurfacer room, spectator seating, walking track, athletic training room, laundry room, and locker rooms. The ancillary spaces include lobby space, event/community space, concession stand, offices, and a team room to act as a warming room for the outdoor rink.

B32 provided engineering design services for the ice system refrigeration plant and dasher board system. Ayres provided MEP and fire protection design services for the facility including rink dehumidification, rooftop air handling equipment for ancillary spaces, general and emergency ventilation, emergency eyewash/shower equipment, electrical power to HVAC equipment and the ice equipment MCC, lighting and receptacles, water heating for general use as well as ice resurfacing, domestic piping system and specification of plumbing fixtures, and MEP for an elevator in the lobby.

The dew point temperature held in an ice rink is critical, so specialized dehumidification equipment was provided to condition the rink space when ice is present. The school district wanted the flexibility to drain the rink and use that space for other indoor activities in the summer months. Due to this request, the dehumidification unit that cools the ice rink was also designed to operate as a typical rooftop unit when there is no ice in the facility. The dehumidification unit was also sized for full capacity of the spectator seating.

A big energy use in ice rinks is from generating hot water for ice resurfacing. Hot water is utilized to prevent bubbles from forming in the ice layer. High-efficiency gas-fired instantaneous water heaters were used to provide this hot water at the facility. This reduces energy use by producing hot water on demand and not using energy to heat water and hold it at 140 degrees Fahrenheit for an unknown period of time before the next use.

References

Rob Baumgarn, City of Willmar

Parks and Recreation Director
rbaumgarn@willmarmn.gov
320.235.1454
Project: Willmar Ice Arena

David Blanchard

Past Executive Director, Sno-King Amateur Hockey Association
425.417.5311
Project: Sno-King Ice Arena

Tom Betti, JLG Architects

Principal Director, Sports Studio
tbetti@jlgarchitects.com
612.902.8095
Projects: Willmar Ice Arena, St. Luke's Sports and Events Center

"During (our project) HTG provided options for us to consider as we balanced costs and features and were continuously finding ways to improve value while decreasing costs. Most importantly, we knew we could trust HTG to have our best interests in mind and always knew they cared deeply about our success with the project."

David Blanchard
Past Executive Director, Sno-King Amateur Hockey Association

Proctor Arena Rendering

Timeline

The assessment team will provide a full assessment of the facility. Prior to the kickoff meeting and site assessment, the assessment team will review and be familiar with all information provided by the City. The assessment team will hold a kickoff meeting with the City and rink personnel prior to the assessment. These steps will ensure that our time on site is used efficiently.

The team will conduct a thorough assessment to Identify the condition of all components/equipment within the facility as well as to identify inefficient functions or deficient operations of the facility.

Once the assessment on site is complete, the assessment team will work to compile a comprehensive report with condition of equipment, a priority and cost associated with any recommended replacement, a cost opinion for complete replacement of the facility, and identification of any liabilities associated with using the arena in its current state.

A draft report will be issued for review and comment by the City and rink personnel. The schedule assumes a length for the review period, but this can be adjusted as necessary. The assessment team will hold a virtual review meeting to discuss any comments. Once any comments are incorporated, a final report will be issued for the City's use in evaluating a path forward.

PHASE	START	END	DELIVERABLE
Board of Park Commissioners Selection	2/15/2024	2/15/2024	
Contract Negotiations	2/15/2024	3/1/2024	
City Council Approval and Notice to Proceed	3/1/2024	3/8/2024	Contract
Review of Existing Documents	3/11/2024	3/20/2024	
Kickoff Meeting and Site Investigations	3/21/2024	3/21/2024	
Analysis of Existing Systems and Potential Improvements and Cost Estimating, Issue of Draft Report	3/22/2024	4/12/2024	Draft Report of Findings and Recommendations with Cost Estimate
City Review	4/12/2024	4/19/2024	City Comments
Preparation and Issue of Final Report	4/22/2024	5/12/2024	Report with Findings and Recommendations with Cost Estimate

Fee

Proposed Fee Schedule Worksheet

Company Name: Ayres Associates

Company Address: 1700 Hwy 36 West; Suite 700

Company Address: St. Paul, MN 55113

Company Representative: Licia Oligmueller

Email: OligmuellerL@AyresAssociates.com

Signature:

Item	Fee
De Pere Ice Arena – Facility Condition Assessment	
Facility Condition Assessment and Cost Opinion Plan for replacement and repair	$ 50,270

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

Item	Cost

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #24-19 Authorizing Second Extension of Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.**

The Board of Park Commissioners, at the February 15, 2024, meeting approved a one year extension with Brown County Ice Management for the De Pere Ice Center. The motion was approved unanimously with a 4-0 vote.
The Second Extension provides for an additional one-year term to allow for the completion of a facilities condition assessment, before taking further action regarding the lease. As indicated in the staff memo attached to this item, the Second Extension also includes a $5.00 increase to the surcharge which has remained at its current rate for a number of years.

ATTACHMENTS:

- Reso24-19 (PDF)
- Extension of Lease w-Brown County Ice Management, Inc.2-7-24-155-001-12 (PDF)
- Memo.Lease extension (DOCX)
- 2012 Lease Agreement - BC Ice Mgmt (PDF)
- 2013 Amendment - BC Ice Mgmt (PDF)
- 2014 2nd Amendment - BC Ice Mgmt (PDF)
- 2018 3rd Amendment - BC Ice Mgmt (PDF)
- Brown County Ice Management 4th Amendment 2023 (PDF)

RESOLUTION #24-19

AUTHORIZING SECOND EXTENSION OF LEASE AGREEMENT BETWEEN THE CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.

WHEREAS, the City and Brown County Ice Management, Inc. are parties to a Lease Agreement, dated April 5, 2012, with amendments thereto dated April 17, 2013, December 29, 2014, and November 27, 2018, with an extension thereto dated June 1, 2023 (collectively referred to as the "Lease Agreement"), providing for Lessee's use of city-owned property and improvements at the De Pere Ice Arena, located at 1450 Fort Howard Avenue; and

WHEREAS, the parties wish to extend such Lease Agreement for an additional year to allow for a facilities condition assessment, pursuant to the terms and conditions more fully set forth in the attached Second Extension of Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the attached Second Extension of Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 02/15/2024

SECOND EXTENSION OF LEASE AGREEMENT BETWEEN THE CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.

THIS SECOND EXTENSION OF LEASE AGREEMENT ("Extension") is entered and effective this 1st day of June, 2024, by and between the City of De Pere ("City") and Brown County Ice Management, Inc., a Wisconsin not-for-profit corporation ("Lessee"), collectively referred to as "the Parties."

WHEREAS, the City and Lessee are parties to a Lease Agreement dated April 5, 2012, with amendments thereto dated April 17, 2013, December 29, 2014, and November 27, 2018, and an extension thereto dated June 1, 2023 (collectively referred to as "the Lease Agreement"), providing for Lessee's use of city-owned property and improvements at the De Pere Ice Arena located at 1450 Fort Howard Avenue; and

WHEREAS, the Parties mutually agree to extend the Lease Agreement for an additional one year term, as more fully set forth below.

NOW THEREFORE, the Parties hereby agree to renew and extend the Lease Agreement as follows:

1. Paragraph 2.01 of the Lease Agreement shall be extended for a term of 12 months, June 1, 2024, through May 31, 2025.

2. Subsection (a) of Paragraph 5.07.1 of the Lease Agreement shall be deleted and recreated as follows:

   (a) Effective June 1, 2024, the surcharge shall be $35.00/hour.

3. All other terms, provisions, conditions, requirements and obligations of the Lease Agreement shall remain in full force and effect and are incorporated herein by reference.

Dated this ____ day of _____, 2024.

[Signatures on following page]

BROWN COUNTY ICE MANAGEMENT, INC.
By:

Don Chilson, Manager
Registered Agent

CITY OF DE PERE
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Leases\2024\Extension of Lease w-Brown County Ice Management, Inc.2-19-24-155-001-12.docx

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki
Date: February 15, 2024

RE: Extension of De Pere Ice Arena Lease

Staff is recommending a one-year extension with Brown County Ice Management for operating the De Pere Ice Arena. An important factor in developing a longer term lease will be the results of the Facility Condition Assessment being performed in 2024, which will not be ready until August or September. With the current lease expiring in May, we are recommending a one year extension to the current lease and possibly the recommendation of an increase to the surcharge of $5/hour.

I have included the original lease along with the various amendments to the agreement.

LEASE AGREEEMENT BETWEEN THE CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.

(De Pere Ice Recreation Center)

This Lease Agreement ("Agreement") is made by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City owns certain property and improvements located at 1450 Fort Howard Avenue, De Pere, Wisconsin, known as the De Pere Ice Recreation Center; and

WHEREAS, the City desires to lease the premises to Lessee in the manner and upon the terms, conditions, obligations and understandings set forth below; and

WHEREAS, the Common Council of the City has found that it is in the best interest of the City and in the furtherance of the health, welfare and safety of the community and its residents and guests to maintain this park land in such a manner as proposed by the Agreement.

NOW THEREFORE, in consideration of the promises and other obligations set forth herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed and promised, by and between the City and Lessee as follows:

LEASE PROVISIONS

1. DEFINITIONS

1.01 **Board of Park Commissioners** means the City Board of Park Commissioners operating under Wis. Stats. §27.06.

1.02 **City** means the City of De Pere, a Wisconsin municipal corporation whose principal place of business is 335 South Broadway Street, De Pere, Wisconsin 54115. The term City is interchangeable with De Pere Common Council.

1.03 **Designated Capital Improvement Fund** means a designated reserve fund established by City for Major Capital Improvements at the De Pere Ice Recreation Center.

1.04 **Existing Locker Room Lease** means Exhibit A.

1.05 **Exterior Alterations** means, but is not limited to, each and every act which significantly changes the physical appearance or nature of the land, buildings, structures or improvements thereon, such as, but not limited to any modification to the size and shape of a structure or building and/or construction of a new structure as a building.

1.06 **Ice Facility** means the De Pere Ice Recreation Center located at 1450 Fort Howard Avenue, De Pere, Wisconsin 54115.

1.07 **Lease Term** means 5 years commencing on June 2, 2012. The Lease may be extended for additional five (5) year term upon mutual written agreement.

1.08 **Leased Property** means the Ice Facility together with a four foot perimeter around the building and including entry walks in to the Ice Facility. A map of the Leased Property is attached as Exhibit B.

1.09 **Lessee** means Brown County Ice Management, Inc. a Wisconsin not-for-profit corporation whose principal place of business is 1640 Fernando Drive, De Pere, Wisconsin 54115.

1.10 **Management Fee** means money paid by Lessee on a yearly basis to the City for use of the Ice Facility. The Management Fee formula for payment to the City is:

(a) 50% of Net Income up to $100,000 (i.e. Net Income = $50,000, City fee is $25,000; Net Income = $100,000, City fee is $50,000); plus

(b) 20% of Net income between $100,001 - $150,000[i.e. Net Income = $150,000, then ($100,000 x 50%) + ($50,000 x 20%) = $60,000].

Net Income realized over $150,000 per year shall not be subject to cost share with City.

1.11 **Major Capital Improvements** means Ice Facility improvements, repairs or capital items costing $10,000 or more.

1.12 **Minor Capital Improvements** means Ice Facility improvements, repairs, or capital items costing less than $10,000.

1.13 **Net Income** means gross income less employee wages and benefits, operation and maintenance expenses, insurance payments, and Minor Capital Improvement expenses. Net Income does not include concession proceeds.

1.14 **Parking Lot** means the improved parking lot off of Fort Howard Avenue adjacent to the Ice Facility.

1.15 **Recreational Activity** means indoor activity undertaken for the purpose of exercise, relaxation, or pleasure, including, practice or instruction of any such activity.

1.16 **Board of Advisors** means Lessee's advisory panel made up of one member from the following groups or people:

(a) City of De Pere staff representative

(b) Board of Park Commissioners representative

(c) St. Norbert College Hockey

(d) WIAA De Pere Voyageurs Hockey Team
(e) Core Users of the Ice Facility as determined by the previous year rental hours
(f) Rink Management

1.17 **Core Users** means any user group renting 100 hours or more in a year of ice time at the Ice Facility. The parties agree that the 100 hour threshold for Core User determination shall be reevaluated after a period of two (2) years of this Agreement.

2. TERM OF LEASE

2.01 The term of this Lease is five (5) years, commencing on June 2, 2012 and ending on May 31, 2017. Thereafter, the agreement may renew in five (5) year increments upon mutual written agreement by both parties. Any party may terminate the Lease by giving a minimum 12 month notice of termination prior to any renewal period.

2.02 Lessee shall pay City a Management Fee on a yearly basis as and for rent of the Ice Facility. Such payment shall be made by January 31 for the preceding year. The management fee shall be deposited into the Designated Capital Improvement Fund for the purpose of future maintenance and improvements to the Ice Facility. Should the situation arise where the agreement is terminated before its schedule expiration date or the lease has reached its expiration date of June 2, the Lessee shall pay the Management Fee within 30 days of when the lease terminates.

3. USE OF PROPERTY AND BUILIDINGS

3.01 Lessee has the exclusive right to occupy the Ice Facility for the purposes of operating and maintaining the Ice Facility.

3.02 Except as otherwise specifically identified below, Lessee is solely responsible for all costs arising from and/or pertaining to the maintenance and operation of the Ice Facility.

3.03 Lessee shall use the Ice Facility in a manner consistent with this Agreement, City and State laws, ordinances and regulations, and all other City public park land policies, written or by custom. If the Lessee seeks to use the Ice Facility for anything other than the usual and customary operation of the Ice Facility, Lessee shall obtain prior written consent of the Board of Park Commissioners. Usual and customary operation includes all activities that utilize the ice surface, such as shows, tournaments and other ice related events.

3.04 The Lessee may sublease parts of the building (ie. Pro shop, private food vendor, etc.) to any group who has representation on the Board of Advisors. The Lessee may also sublease parts of the Ice Facility building to any other person, group or entity with prior written authorization from the Board of Park Commissioners.

3.05 The sale and consumption of alcohol beverages are permitted on the Leased Property with proper licensure from the City. No alcohol beverages will be sold or consumed during events which are mainly youth orientated. No carry in alcohol beverages shall be permitted.

4. MAINTENANCE, REPAIRS AND RESTORATION

4.01 The Lessee shall, throughout the term of the Agreement, be responsible to keep the Ice Facility in good condition and repair. All Minor Capital Improvements and repair, construction, reconstruction and maintenance shall be paid for solely by Lessee without any expense to the City.

4.02 The Lessee shall have a documented maintenance plan for HVAC, refrigeration system, dehumidification system and ice resurfacer.

4.03 The Lessee shall keep record of maintenance of all HVAC, refrigeration system, dehumidification system and ice resurfacer.

4.04 Major Capital Improvements which are required due to the negligence of Lessee, Lessee's employees or agents to adequately maintain Ice Facility equipment shall not be the responsibility of the City.

4.05 Major Capital Improvements and repair of construction, reconstruction, and maintenance other than those covered under paragraph 4.04, shall be paid for solely by City without any expense therefore to Lessee. All such Major Capital Improvements are subject to approval by the De Pere Common Council.

4.06 The Lessee shall make no Exterior Alterations, additions, repairs, permanent decorations, restoration or other improvements or modifications of whatsoever kind or nature except as approved in writing by the De Pere Common Council. All Exterior Alterations or modifications approved by City shall comply with the City's site plan review and building permit process.

4.07 Lessee may make interior alterations to the site without prior permission from the Board of Park Commissioners. Examples of interior modifications include, but not limited to, items such as replacement of carpet and/or flooring, painting of walls, replacing of bathroom fixtures, new décor or other alterations that will enhance the use of the Ice Facility.

4.08 Any construction or modifications by Lessee permitted by the City and/or Board of Park Commissioners shall be solely in furtherance of the use of the Ice Facility for the purpose of this Agreement and shall become the property of the City upon completion.

5. LESSEE'S RESPONSBILITIES

5.01 The Lessee shall develop, operate and maintain the Ice Facility and operations related thereto primarily as a family ice facility. In doing so, Lessee shall undertake scheduling sports functions, establishing rules and procedures as necessary for use of the facility, including selling advertising which is appropriate for a family orientated facility, and where appropriate, subleasing space for related retail or service use. Lessee shall also clean and maintain facility in accordance with all health and safety regulations and to a degree the users of the Ice Facility find acceptable.

5.02 Such operation shall be performed in a fiscally responsible manner. To that end, Lessee shall yearly, or more frequently upon request, provide City full and complete access to its accounts, ledgers, budgets, and all other financial documentation pertaining to the Ice Facility. Failure to operate the Ice Facility in a fiscally responsible manner could be considered a default hereunder.

5.03 Lessee shall provide quarterly and year-end financial reports to the City using General Accepted Accounting Principles (GAAP).

5.04 Lessee shall provide reasonable public access at reasonable hours for public skating opportunities.

5.05 Lessee shall provide City at no cost, a two (2) hour block of time on an annual basis for hosting a City-wide special event. The parties agree to meet on a yearly basis to discuss a mutually agreeable time to schedule the special event. The parties shall strive to schedule the event on a date and time which is reasonably expected to draw a large segment of the De Pere population to the event.

5.06 The Lessee shall provide a concession area within the Ice Facility which complies with all City and State regulations. Revenue generated by the concessions shall not be included in the calculation of the Management Fee. If the City desires additional concession services, Lessee has the right of first refusal to provide those additional services.

5.07 Lessee shall set its own schedules, ice rental rates, concession prices and user fees. Ice rental rates shall not be increased on a yearly basis greater than three (3) percent to members of the Board of Advisors without prior approval from the Board of Park Commissioners.

5.08 Lessee shall assemble and have in place within 60 days of commencement of this Lease, a Board of Advisors in accordance with paragraph 1.17 of this Lease, which shall be advisory in nature to the Lessee with regard to operations and policy development.

5.09 Lessee shall be responsible for maintaining the exterior of Leased Property including but not limited to grass cutting, weed control, landscape bed maintenance, and snow removal.

5.10 Lessee will not, directly or indirectly, create or allow to remain and will promptly discharge at its expense any lien, encumbrance, execution, attachment, or claim upon the Leased Property.

5.11 The Lessee shall be solely responsible for and shall timely pay any and all monthly and periodic expenses necessary or desired to maintain utility services including, but not limited to; electrical, water, wastewater, storm sewer, gas, telephone, cable, internet, water and wastewater charges.

5.12 The Lessee shall, on a yearly basis, provide to the Director of Parks, Recreation and Forestry, a five (5) year capital improvement projection covering the Ice Facility. Such capital improvement projections shall be submitted by June 1 of each year of this Lease.

5.13 The Lessee shall develop and maintain a website exclusive to the Ice Facility.

5.14 The Lessee shall provide a location inside the Ice Facility's main skating area for members of the Board of Advisors to display banners or other indicia of program sponsors. Lessee may require that expenses related to creating individual display areas are the responsibility of the Board of Advisor members. Design and appearance of the display must be approved by the Lessee. Revenues obtained from sponsorships shall be retained by the Board of Advisory member group which obtains the sponsor. Any sponsorship banner having an agreement of longer than one year shall need approval from the Board of Park Commissioners.

5.15 The Lessee shall ensure that every effort is made to provide teams from the De Pere Youth Hockey Association are provided the ability to host a minimum of 15 home games for each sponsored team, so as long as they continue to remain as a core user and member of the Board of Advisors.

5.16 The Lessee shall not remove or displace any "core" user with the purpose to redirect them to the Cornerstone Ice Center, unless their rental fee remains the same as their De Pere Ice Facility rate.

5.17 The Lessee shall have a documented training program for on-site supervisors, concessionaires, and Ice resurfacing operators.

6. CITY'S RESPONSIBILITIES

6.01 City shall deposit all monies paid through the Management Fee into the Designated Capital Improvement Fund. This fund shall not be used by the City for any other purpose during the term of this Agreement.

6.02 The City shall keep and maintain, including snow removal, the Parking Lot and all other City property adjacent to the Leased Premises.

6.03 The City will be responsible for all utility costs attributable to the Parking Lot.

6.04 The City will maintain, trim and be responsible for lawn cutting and maintenance in all areas of the park property except for the Leased Premises.

6.05 The City shall re-key all doors in the Ice Facility on June 2, 2012.

7. EXISTING OBLIGATIONS

7.01 Ice Facility Locker Rooms. Lessee acknowledges that the existing Ice Facility currently is encumbered by a Lease Agreement dated December 11, 1995 by and between the City and St. Norbert College and Green Bay Deacons Hockey Team (f/k/a De Pere Deacons). A copy of said Lease is attached hereto and incorporated by reference as Exhibit A. City hereby assigns said Leases to Lessee for the term of this Lease and Lessee consents to such assignment all terms, conditions, provisions, obligations, requirements and restrictions contained therein.

8. INSURANCE

8.01 The Lessee shall provide proof of such adequate coverage to the City and the City shall be named as an additional thereon for all liability policies. Adequate coverage shall, at a minimum, include:

(a) General Liability
  (1) Coverage Form must be the most recent version of the Commercial General "Occurrence" policy, including:
    a. Premises and Operations
    b. Products and Completed Operations
    c. Advertising and Personal Injury
    d. Explosion, Collapse and Underground Hazard Coverage
    e. Contractual Insurance
    f. Broad Form Property Damage

name Lessee as an Additional Insured on its general liability policy for any and all City sponsored events at the Ice Facility.

9. FINANCIAL GAIN

9.01 The Lessee may undertake reasonable and project related financial gain activities from time to time at the Ice Facility provided that any and all proceeds therefrom shall be used exclusively by Lessee for the further enhancement of its mission.

9.02 Such financial gain activities include, but are not limited to, free will donations, rental payments by approved assignees or sub-tenants, concession sales and user fees.

9.03 The Lessee shall semi-annually submit to the Board of Park Commissioners in summary form, information as to ice usage and financial data directly pertaining to and/or arising from Ice Facility and/or this Agreement. This report shall be in addition to the quarterly report required under paragraph 5.03.

9.04 The Lessee shall have the ability to solicit donations in return for naming rights and displaying of advertising/banners under the below conditions:

(a) A minimum of 75% of revenue obtained shall be directed to improvements at the Ice Facility.
(b) Sponsoring agency must be appropriate for families.
(c) Any naming rights to the Ice Facility must obtain approval from the Board of Park Commissioners and De Pere Common Council.
(d) A summary must be provided in the year-end report of all donations received, advertising/banner provided, and amount of funding allocated to the Ice Facility, and which improvement it was allocated to.
(e) Any agreement with a donor cannot exceed the end of the Lease Agreement without authorization from the Board of Park Commissioners and De Pere Common Council. The end of the Lease Agreement shall be considered the end of a five (5) year agreement.

10. EASEMENTS

10.01 This Agreement is subject to all easements of record.
10.02 The City shall grant utility easements as necessary to the successors in interest to Lessee. Lessee unit, body and court lawfully exercising authority over the Ice Facility, its operation, and use.

11. COMPLIANCE WITH LAWS

11.01 The Lessee shall at all times, fully comply with and obey each and every applicable rule, regulation, law, ordinance, statue and order or any government.

12. MISCELLANEOUS

12.01 This Agreement shall be binding upon the parties hereto and their respective successors in interest.

12.02 This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

12.03 This Agreement shall not be assigned nor conveyed, nor any of Lessee's obligations transferred by Lessee to any person without prior written approval from the City.

13. DEFAULT

13.01 Events of Default and Remedies. If Lessee:

(a) shall neglect or fail to pay any Management Fee within 30 days after such payment has become due and payable; or
(b) defaults in the performance of any term, provision, covenant, or condition on its part to be performed hereunder; or
(c) fails to operate the Ice Facility in a fiscally responsible manner; or
(d) materially breaches or breaks any of the covenants, obligations, terms, conditions or promises contained herein or shall willfully or maliciously do injury to any City property, operations or purposes the City shall have the right, in its sole discretion and operation, to forthwith terminate and void this Agreement and all rights of the Lessee hereunder without notice, unless Lessee shall have cured or caused to be cured such default or with respect to any obligation to operate, maintain, replace, or repair, shall have commenced and be diligently pursuing such cure within thirty (30) days after written demand, the City may exercise any one or more of the following remedies;

(1) City may terminate this Lease and exclude Lessee from possession of the Leased Property;
(2) City may use its efforts to lease the Leased Property at current market rental rates to another developer, holding Lessee liable for all rentals and other payments due up to the effective date of the new leasing and the excess, if any, of the rent and other amounts payable by Lessee under this Lease over the rents and other amounts which are payable under the new lease;

(3) City may declare all rentals, payments, amounts, and fees due hereunder to become due and immediately owing an to accelerate payment thereof;
(4) City may apply to any court of competent jurisdiction for appointment of a receiver or a trustee for one or more of the properties of lessee under this Lease or upon the Leased Property for the purpose of permitting the Leased Property to be operated and maintained for the purpose of paying the rental amounts and fees due under the Lease.

13.02 The rights and remedies in favor or the City hereunder shall be cumulative and non-exclusive of any other remedy to which the City may be entitled. As a result of any event of default hereunder, Lessee shall pay, as additional rent, all costs and expenses incurred by or on behalf of the City, including, without limitation, attorney fees and expenses therefore.

14. ENTIRE AGREEMENT

14.01 This Agreement constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the 5th day of April, 2012.

BROWN COUNTY ICE MANAGEMENT, INC.
By:

Name: JEFFREY S. RYTHER
Title: Secretary

Name: ALAN C. HICKS
Title: VICE PRESIDENT

CITY OF DE PERE
By:

Michael J. Walsh, Mayor

Charlene M. Peterson, Clerk-Treasurer

H:\jdupont\Leases\2012\Brown County Ice Mgmt Lease-final-3-12-155-001-12.docx

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this _____ day of _____, 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;

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

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

_____

Nancy J. Nusbaum, Mayor

_____

David G. Minten, Clerk-Treasurer

ST. NORBERT COLLEGE, INC.

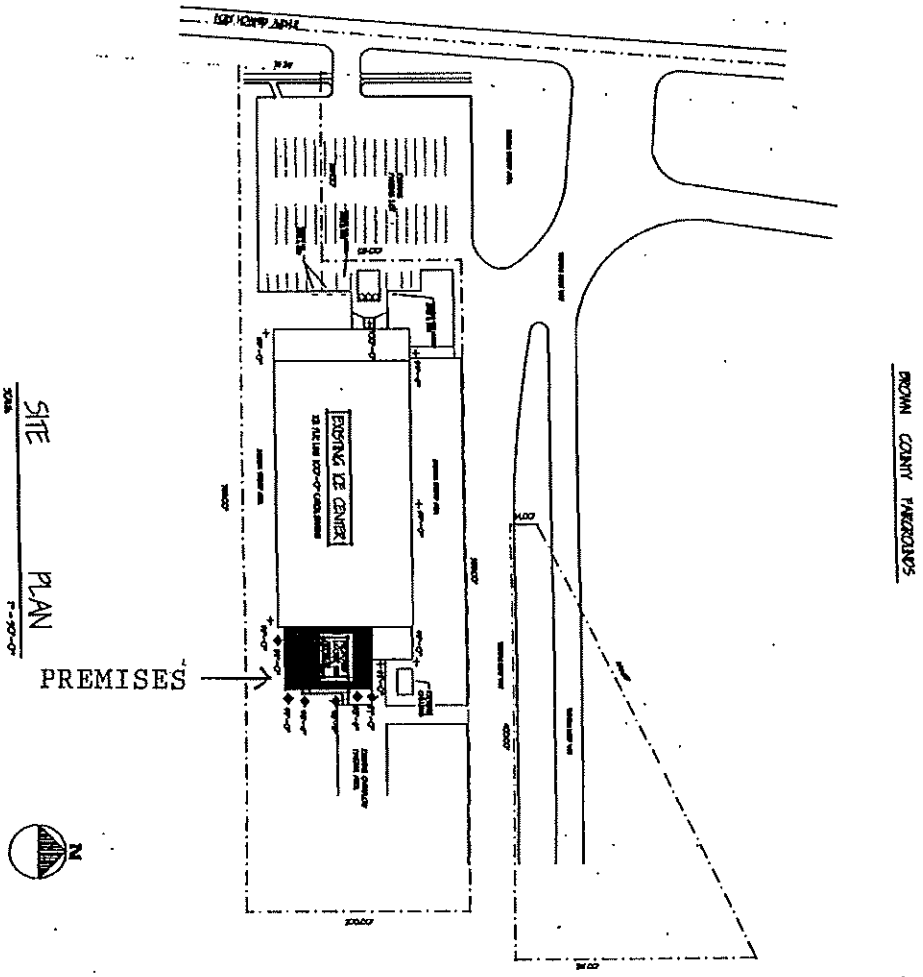
_____

_____

DE PERE DEACONS HOCKEY TEAM

_____

_____

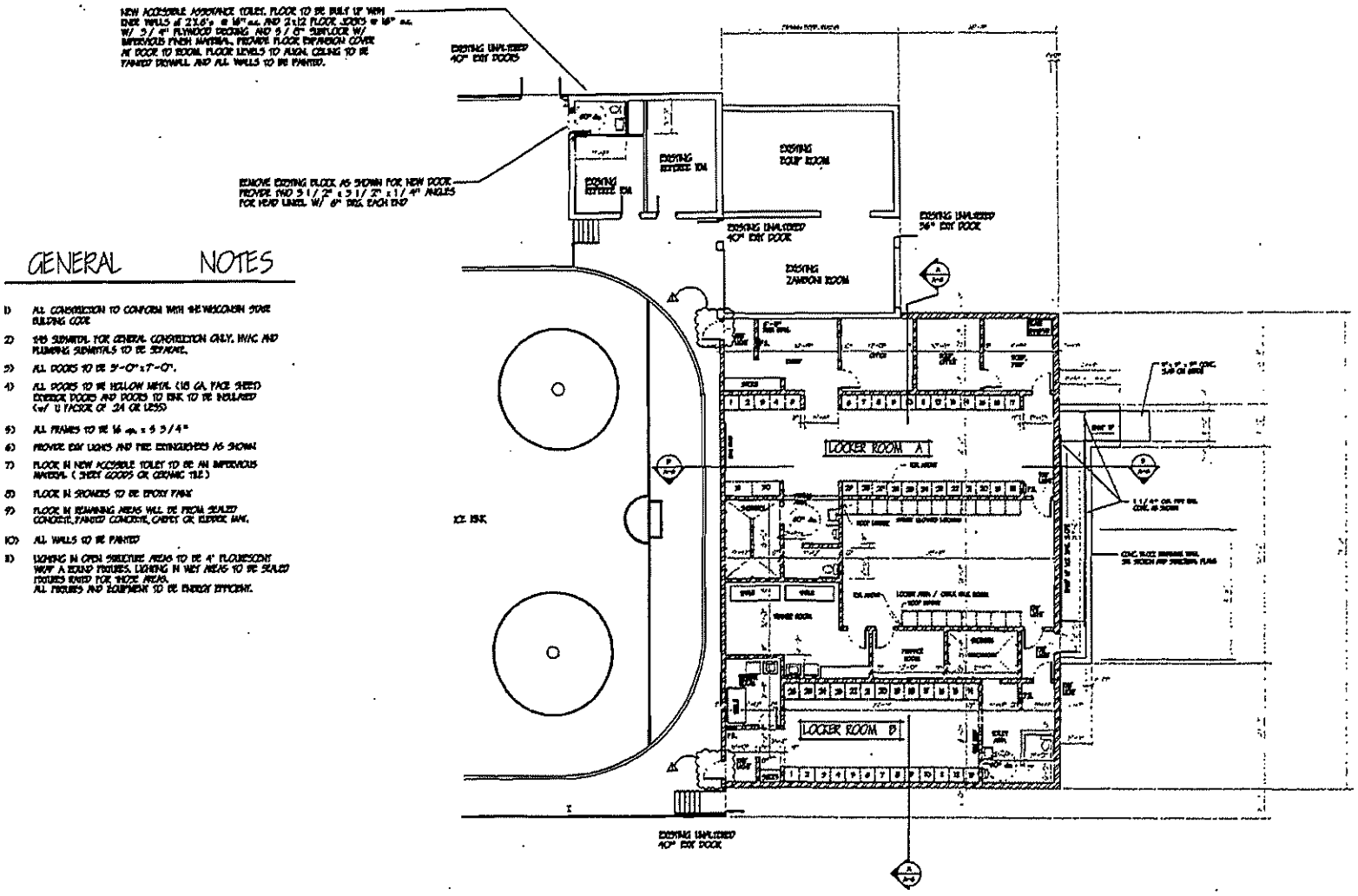


PROPOSED LOCKER ROOM ADDITION FOR THE
DE PERE ICE CENTER
DE PERE, WISCONSIN

EXHIBIT 1

MEZZ. LEVEL PLAN
GENERAL NOTES
OVERALL FOUND. & LOWER LEVEL PLAN
OVERALL FLOOR PLAN
56'-0"
26'-0"
78'-8"
PROPOSED LOCKER ROOM ADDITION FOR THE
DE PERE ICE CENTER
DE PERE, WISCONSIN
A 2

EXHIBIT 2



GENERAL NOTES

1) ALL CONSTRUCTION TO CONFORM WITH THE WISCONSIN STATE BUILDING CODE
2) 1 SET SUBMITTAL FOR GENERAL CONSTRUCTION ONLY. HVAC AND PLUMBING SUBMITTALS TO BE SEPARATE.
3) ALL DOORS TO BE 3'-0" x 7'-0".
4) ALL DOORS TO BE HOLLOW METAL (18 GA. FACE SHEET) EXTERIOR DOORS AND DOORS TO ENTRY TO BE INSULATED (w/ U FACTOR OF .24 OR LESS)
5) ALL FRAMES TO BE 16 ga. x 5 3/4"
6) PROVIDE EXIT LIGHTS AND FIRE EXTINGUISHERS AS SHOWN
7) FLOOR IN NEW ACCESSIBLE TOILET TO BE AN IMPERVIOUS MATERIAL (SHEET GOODS OR CERAMIC TILE)
8) FLOOR IN SHOWERS TO BE EPOXY PAINT
9) FLOOR IN REMAINING AREAS WILL BE FROM SEALED CONCRETE, PAINTED CONCRETE, CARPET OR ELASTIC MAT.
10) ALL WALLS TO BE PAINTED
11) LIGHTING IN OPEN STRUCTURE AREAS TO BE 4' FLOURESCENT WRAP A ROUND FIXTURES. LIGHTING IN WET AREAS TO BE SEALED FIXTURES RATED FOR 'WHOLE AREAS.
ALL FIXTURES AND EQUIPMENT TO BE ENERGY EFFICIENT.

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

PROPOSED LOCKER ROOM ADDITION FOR THE
DE PERE ICE CENTER
DE PERE, WISCONSIN

A 3

EXHIBIT 3

AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.

THIS AMENDMENT is entered into this 17th day of April, 2013, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City and Lessee are parties to a Lease Agreement, dated April 5, 2012, which provides for use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Lessee wish to amend such Lease along the terms and conditions more fully set forth below.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. The second sentence of paragraph 2.02 of the Lease shall be amended to read as follows:

   Such payment shall be made by June 30 for the preceding fiscal year.

2. All other terms, conditions, requirements, and obligations found in the April 5, 2012 Lease Agreement are incorporated herein by reference and remain unaffected by this Amendment.

BROWN COUNTY ICE MANAGEMENT, INC.
By:
Dan Chelson, Manager
Name:
Title:

Name:
Title:

CITY OF DE PERE
By:
Michael J. Walsh
Michael J. Walsh, Mayor
Shana Defnet
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Leases\2013\Amendment to Lease - Brown Cty Ice Mgmt-3-13-155-001-12.docx

SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.

THIS AMENDMENT is entered into this 29th day of December, 2014, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City and Lessee are parties to a Lease Agreement ("Original Agreement"), dated April 5, 2012 and amended as of April 17, 2013 (collectively referred to as the "Lease Agreement"), which provides for use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Lessee wish to amend the Lease Agreement along the terms and conditions more fully set forth below.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. Paragraph 2.01 of the Original Agreement is amended to provide that the lease term shall expire on May 31, 2020. The remaining provisions of paragraph 2.01 pertaining to lease renewals and terminations of the lease remain unchanged.

2. Paragraph 6.05 of the Original Agreement (City rekeying of locks by June 2, 2012) is deleted.

3. All other terms, conditions, requirements, and obligations found in the Lease Agreement are incorporated herein by reference and remain unaffected by this Amendment.

BROWN COUNTY ICE MANAGEMENT, INC.
By: _____
Print Name: Phil DeLeers
Title: President

By: _____
Print Name: Richard Nell
Title: Treasure

CITY OF DE PERE
By: _____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Leases\2014\2nd Amendment to Lease - Brown Cty Ice Mgmt-12-14-155-001-12.docx

THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.

THIS AMENDMENT is entered into this 20th day of November, 2018, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City and Lessee are parties to a Lease Agreement dated April 5, 2012 and amended as of April 17, 2013 and December 29, 2014 (collectively referred to as the "Lease Agreement"), which provides for use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Lessee wish to amend the Lease Agreement along the terms and conditions more fully set forth below.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. Paragraph 5.07.1 is created to read:

5.07.01 Lessee shall impose a surcharge on all ice rentals as follows:

(a) The surcharge, which shall be implemented over a three year period, shall consist of:
   (1) A $20.00 per hour surcharge shall be effective upon execution of this Amendment;
   (2) Effective September 1, 2019, the surcharge shall increase to $25.00/hour;
   (3) Effective September 1, 2020, the surcharge shall increase to $30.00/hour.

(b) The surcharge shall apply to all ice rentals with the exception of the following:
   (1) Open skate events sponsored by Lessee and required by ¶5.05 of this Lease;
   (2) An event/program that has received a waiver of the surcharge from the City Board of Park Commissioners.

(c) The surcharge shall have not affect the Management Fee required under ¶2.02 and defined under ¶1.10.

(d) Lessee shall submit to City a monthly statement of rented ice hours to the Director of Parks, Recreation and Forestry ("Director"). The monthly statement shall be sent to the Director no later than 10 days after the end of each month. City shall invoice Lessee the amount of surcharge due. Lessee shall pay such invoice within 10 days of its receipt.

(e) The surcharge dollars collected shall be used by City to reimburse its unassigned reserve account for repairs to the Ice Arena chiller system in 2018.

(f) Upon final reimbursement of such chiller system repair costs, the surplus amounts collected shall be directed to the City designated capital fund dedicated to repairs at the Ice Arena ("the Ice Arena Fund").

2. Paragraph 2.01 of the Lease Agreement is amended to provide that the lease term shall expire on May 31, 2023. The remaining provisions of paragraph 2.01 pertaining to lease renewals and terminations of the lease remain unchanged.

3. All other terms, conditions, requirements, and obligations found in the Lease Agreement are incorporated herein by reference and remain unaffected by this Amendment.

BROWN COUNTY ICE MANAGEMENT, INC.

By: Don Chilson

Print Name: Don Chilson

Title: Manager Brown County Ice Mangement

Print Name: _____

Title: _____

CITY OF DE PERE

By: Michael J. Walsh

Michael J. Walsh, Mayor

Shana D. Ledvina

Shana D. Ledvina, Clerk-Treasurer

J:\Law\Leases\2018\3rd Amendment to Lease-Brown Cty Ice Mgmt11-18-155-001-12.docx

EXTENSION OF LEASE AGREEMENT BETWEEN THE CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.

THIS EXTENSION OF LEASE AGREEMENT ("Extension") is entered into this 1st day of June, 2023, by and between the City of De Pere ("City") and Brown County Ice Management, Inc., a Wisconsin not-for-profit corporation ("Lessee"), collectively referred to as "the Parties."

WHEREAS, the City and Lessee are parties to a Lease Agreement dated April 5, 2012, with amendments thereto dated April 17, 2013, December 29, 2014, and November 27, 2018 (collectively referred to as "the Lease Agreement"), providing for Lessee's use of city-owned property and improvements at the De Pere Ice Arena located at 1450 Fort Howard Avenue; and

WHEREAS, the Parties mutually agree to extend the Lease Agreement for an additional one year term, as more fully set forth below.

NOW THEREFORE, the Parties hereby agree to renew and extend the Lease Agreement as follows:

1. Paragraph 2.01 of the Lease Agreement shall be extended for a term of 12 months, June 1, 2023, through May 31, 2024. Thereafter, upon mutual consent of the Parties, the Lease may be extended for one (1) additional one-year term.

2. All other terms, provisions, conditions, requirements and obligations of the Lease Agreement shall remain in full force and effect and are incorporated herein by reference.

Dated this 9 day of June, 2023.

BROWN COUNTY ICE MANAGEMENT, INC.
By:

Don Chilson, Manager

CITY OF DE PERE
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Leases\2023\Extension of Lease w-Brown County Ice Management, Inc.5-22-23-155-001-12.docx

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #24-20 Authorizing Restated Agreement for Noxious Weed/Long Grass Cutting Services Between the City of De Pere and Lizer of Wisconsin, Inc.**

The Board of Park Commissioners, at the February 15, 2024 meeting, approved extending the agreement with Lizer of Wisconsin for noxious weeds and long grass cutting. The motion was approved unanimously with a 4-0 vote.

ATTACHMENTS:

- Reso24-20 (PDF)
- Lizer-Restated Agreement(Weed-Grass Cutting)2-19-24-151-002-12 (PDF)
- Memo to Park Board for noxious weed cutting 2024-2026.doc (PDF)
- 2020 Lizer of Wisconsin-Grass Cutting (PDF)

RESOLUTION #24-20

AUTHORIZING RESTATED AGREEMENT FOR NOXIOUS WEED/LONG GRASS CUTTING SERVICES BETWEEN THE CITY OF DE PERE AND LIZER OF WISCONSIN, INC.

WHEREAS, the City is in need noxious weed/long grass cutting services upon private property when the owner thereof fails to comply with §74-8 of the De Pere Municipal Code; and

WHEREAS, Lizer of Wisconsin, Inc. has provided these services to the City in the past and is willing to provide personnel and equipment necessary to accomplish the work within the required timeframe for an additional three-year period, pursuant to the attached Restated Agreement for Contractor Services; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Restated Agreement for Contractor Services for Noxious Weed/Long Grass Cutting Services Between the City of De Pere and Lizer of Wisconsin, Inc. as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of March, 2024.

APPROVED:

_____

James G. Boyd, Mayor

ATTEST:

_____

Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 2/15/2024

RESTATED AGREEMENT FOR CONTRACTOR SERVICES FOR NOXIOUS WEED/LONG GRASS CUTTING SERVICES BETWEEN THE CITY OF DE PERE AND LIZER OF WISCONSIN, INC.

THIS RESTATED AGREEMENT, made and entered into this ___ day of _____, 2024, by and between the City of De Pere, Wisconsin, ("City"), and Lizer of Wisconsin, Inc., a Wisconsin corporation ("Contractor").

WITNESSETH

WHEREAS, the City and Contractor previously entered into an Agreement for Contractor Services dated April 17, 2020 (hereinafter "Agreement"), for noxious weed/long grass cutting services upon private property when the owner thereof fails to comply with §74-10 De Pere Municipal Code; and

WHEREAS, the City is in continued need of noxious weed/long grass cutting services, and the parties wish to restate the Agreement in order for Contractor to continue to provide personnel and equipment necessary to accomplish the work for the years 2024 to 2026.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the Agreement. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties. Such writing shall include the scope of the work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services which are described in Exhibit A to the Agreement through 2026.

The Contractor acknowledges that Contractor records regarding the matters covered under this Agreement constitute Contractor records under Wis. Stats. §19.36(3) et seq. Contractor agrees to comply with Public Records requirements pertaining to those records and to respond to City's requests for records within 10 days when a request is made for its records.

III. CITY OBLIGATIONS

City agrees to give Contractor notice of need for weed/long grass cutting via e-mail to John Calewarts at: john@lizer.net. The City may also notice Lizer's Office Manager, Kim Felton, as a secondary e-mail contact at: kim@lizer.net. The City may reach out to Contractor by phone in addition to e-mail, however failure to call does not relieve Contractor from its obligation to timely respond to the notice of need for services.

IV. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall commence work after notice and proceed with all deliberate speed to meet the two (2) work day response time requirements of the City. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance for a period in excess of 24 hours additional, Contractor shall so inform the City in writing.

V. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation of $60 per man hour for the year 2024, to be paid on an as billed basis. Thereafter compensation shall increase by 4% per year to $62.40 for 2025 services and $64.90 for 2026 services. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

VI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability, with per occurrence limits of $1,000,000, $2,000,000 general aggregate, and additional umbrella liability insurance coverage of not less than $2,000,000.

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.

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

VII. ALLOCATION OF RISKS

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

VIII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

IX. ASSIGNMENT

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

X. INTEGRATION

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

XI. JURISDICTION

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

XII. SUSPENSION OF WORK

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

XIII. TERMINATION OF WORK

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

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

The Contractor shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIV. 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.

XV. NOTICES

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

If to City:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

If to Contractor:
Lizer of Wisconsin, Inc.
Attn: John Calewarts
2034 Bellevue Street
Green Bay, WI 54311-5620

With a copy to:
Lizer of Wisconsin, Inc.
Attn: Kim Felton, Office Manager
2034 Bellevue Street
Green Bay, WI 54311-5620

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

LIZER OF WISCONSIN, INC.

By:_____
Name:_____

By:_____
Name:_____

CITY OF DE PERE, WISCONSIN

By: _____
James G. Boyd, Mayor

By: _____
Carey E. Danen, City Clerk

J:\Law\Agreements\2024\Contractor Agreements\Restated Contractor Agreement-Lizer(Weed-Grass Cutting)2-19-24-151-002-12.docx

CITY OF DE PERE MEMO

To: Board of Park Commissioners
From: Don Melichar, De Pere Park Superintendent/City Forester
Date: February 8, 2024

RE: Contracting Weed Cutting Services for 2024-2026

Issue: Extend contract of Lizer Lawn Care for cutting weeds on properties in violation of the City's Noxious Weed Ordinance.

Summary: From 2015 through 2023 the City has used Lizer Lawn Care to cut weeds and long grass at properties in violation of the City's Noxious Weed Ordinance. As they have performed the work in a professional manner and taken care of these properties on a timely basis, this department would like the Board's approval to extend their contract another three years.

Company	Fee/hour	Notes
Lizer Lawn Care	$60.00/hour – 2024 $62.40/hour - 2025 $64.90/hour - 2026	¾ hour minimum. Insured.

Staff Recommendation:

Approve a contract extension for Lizer Lawn Care for 2024-2026.

If you have any questions, please contact me at 920-339-8362.

AGREEMENT FOR NOXIOUS WEED/LONG GRASS CUTTING SERVICES BETWEEN THE CITY OF DE PERE AND LIZER OF WISCONSIN, INC.

THIS AGREEMENT, made and entered into this 17 day of April, 2020, by and between the City of De Pere, Wisconsin, ("City"), and Lizer of Wisconsin, Inc., a Wisconsin corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need noxious weed/long grass cutting services upon private property when the owner thereof fails to comply with §74-10 De Pere Municipal Code; and

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

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Contractor's Proposal thereto dated March 4, 2020 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement, unless such term is specifically written into the Agreement. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties. Such writing shall include the scope of the work to be done, the schedule for commencing and completing the work and the basis for compensation for such work.

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services which are described in Exhibit A through 2022. City shall have the right to extend this Agreement through 2023 provided City provides notice to Contractor on or before December 31, 2022.

The Contractor acknowledges that Contractor records regarding the matters covered under this Agreement constitute Contractor records under Wis. Stats. §19.36(3) et seq.

Contractor agrees to comply with Public Records requirements pertaining to those records and to respond to City's requests for records within 10 days when a request is made for its records.

III. CITY OBLIGATIONS

City agrees to give Contractor notice of need for weed/long grass cutting via e-mail to John Calewarts at: john@lizer.net. The City may also notice Lizer's Office Manager, Kim Felton, as a secondary e-mail contact at: kim@lizer.net. The City may reach out to Contractor by phone in addition to e-mail, however failure to call does not relieve Contractor from its obligation to timely respond to the notice of need for services.

IV. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall commence work after notice and proceed with all deliberate speed to meet the two (2) work day response time requirements of the City. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance for a period in excess of 24 hours additional, Contractor shall so inform the City in writing.

V. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation of $60 per man hour for each year of the Contract, as identified in Exhibit B, to be paid on an as billed basis. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

VI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability, with per occurrence limits of $1,000,000, $2,000,000 general aggregate, and additional umbrella liability insurance coverage of not less than $2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

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

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

VII. ALLOCATION OF RISKS

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

VIII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

IX. ASSIGNMENT

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

X. INTEGRATION

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

XI. JURISDICTION

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

XII. SUSPENSION OF WORK

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

XIII. TERMINATION OF WORK

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

In the event of termination, the Contractor shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for

filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Contractor shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIV. 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.

XV. NOTICES

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

If to City:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

If to Contractor:
Lizer of Wisconsin, Inc.
Attn: John Calewarts
2034 Bellevue Street
Green Bay, WI 54311-5620

With a copy to:
Lizer of Wisconsin, Inc.
Attn: Kim Felton, Office Manager
2034 Bellevue Street
Green Bay, WI 54311-5620

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

LIZER OF WISCONSIN, INC.

By: _____
Name: John Calewarts

By: _____
Name: _____

CITY OF DE PERE, WISCONSIN

By: _____
Michael J. Walsh, Mayor

By: _____
Carey E. Daneri, City Clerk

J:\Law\Agreements\2020\Contractor Agreements\Contractor Agreement-Lizer(Weed-Grass Cutting)3-10-20-151-002-12.docx

CITY OF DE PERE

Parks, Recreation & Forestry

925. S. Sixth Street, De Pere, WI 54115 | 920-339-4065 | www.de-pere.org

Service Agreement for Noxious Weed/Long Grass cutting for City of De Pere to include the following:

1. Cost of service will be on a per hour basis.
2. Contractor to respond to City request within two (2) working days of notice.
3. Services will include noxious weed/long grass cutting, line trimming and, when necessary, baling or collection of cut weeds/grass of property in violation.
4. Services will be conducted during the spring, summer, and fall seasons.
5. City will contact contractor by email and/or phone to inform them of services needed.
6. Agreement term: 2020 - 2022 with City option to extend contract through 2023.
7. Price proposal: Please provide rates for 2020, 2021, 2022, and 2023.
8. Contractor shall maintain for the life of this Agreement comprehensive general liability insurance of not less than $2,000,000; with additional umbrella liability insurance not less than $4,000,000; automobile bodily injury and property damage liability not less than $600,000; and statutory workers compensation and employers' liability insurance as required by the State of Wisconsin.
9. Contractor shall not subcontract any of the work agreed upon with the City.

CITY OF DE PERE

Parks, Recreation & Forestry

925. S. Sixth Street, De Pere, WI 54115 | 920-339-4065 | www.de-pere.org

Service Agreement for Noxious Weed/Long Grass cutting for City of De Pere to include the following:

1. Cost of service will be on a per hour basis.
2. Contractor to respond to City request within two (2) working days of notice.
3. Services will include noxious weed/long grass cutting, line trimming and, when necessary, baling or collection of cut weeds/grass of property in violation.
4. Services will be conducted during the spring, summer, and fall seasons.
5. City will contact contractor by email and/or phone to inform them of services needed.
6. Agreement term: 2020 - 2022 with City option to extend contract through 2023.
7. Price proposal: Please provide rates for 2020, 2021, 2022, and 2023.
8. Contractor shall maintain for the life of this Agreement comprehensive general liability insurance of not less than $2,000,000; with additional umbrella liability insurance not less than $4,000,000; automobile bodily injury and property damage liability not less than $600,000; and statutory workers compensation and employers' liability insurance as required by the State of Wisconsin.
9. Contractor shall not subcontract any of the work agreed upon with the City.

Price proposal
2020 $60.00 per hr.
2021 $60.00 per hr
2022 $60.00 per hr.
2023 $60.00 per hr

Jeff Caldwell
Lizz Lawn Care
3/4/2020

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 5, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**