



Common Council

335 South Broadway

Regular Meeting

De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Tuesday, July 21, 2015

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **July 21, 2015 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the July 7, 2015 Common Council Meeting.
4. A Public Hearing on a Conditional Use to allow for St. Norbert College Student Housing at 620 Fourth Street.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #15-76, Authorizing and Approving a Conditional Use Permit (Parcel WD-856).
5. A Public Hearing on a Conditional Use to allow for St. Norbert College Student Housing at 325 Marsh Street.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #15-77, Authorizing and Approving a Conditional Use Permit (Parcel WD-220).
6. Public comment upon matters not on the agenda or other announcements.
7. Recommendation from the License Committee on an Application for a Class "A" Beer/"Class A" Liquor License for Waseda Farms Market, 330 Reid St., submitted by Waseda Farms LLC, Agent: Matthew T. Lutsey, 1998 Kettle Creek Dr., De Pere, WI 54115.
8. Recommendation from the License Committee on an Application for a Class "B" Beer License for Infidelity Deli, submitted by Infidelity Deli LLC, Agent: Sean Haessly, 718 S. John St., Apt. #3, Kimberly, WI 54136.
9. Recommendation from the License Committee on scheduling an evidentiary hearing before the Common Council to consider the suspension or revocation of the Operator License issued to Trey W. Ryan.

10. Recommendation from the Finance/Personnel Committee to accept the donation of three ice making machines to the Fire Department.
11. Board of Public Works Recommendation to Award the Bid for Project 15-08 Manhole Repairs to Visu-sewer in the Amount of \$41,145.00.
12. Board of Public Works Recommendation to Reject Bids for Project 15-09 Pond and Drainage System Construction.
13. Ordinance #15-22, Creating Chapter 31 De Pere Municipal Code Regarding Public Display of Works of Art.
14. Ordinance #15-23, Amending Chapter 106 De Pere Municipal Code Regarding Special Events and Fees.
15. Resolution #15-78, Authorizing Agreement With New Cell, LLC.
16. Resolution #15-79, Authorizing Sewer Easement Agreement (WD-365 - Expera Nicolet, LLC).
17. Resolution #15-80, Approving Proposal/Contract Agreements for Antennas Between the City of De Pere and Dixon Engineering, Inc. (Verizon Wireless and AT&T Mobility Antenna Upgrades).
18. Resolution #15-81, Authorizing Agreement for Design Services Between the City of De Pere and Short Elliot Hendrickson, Inc. (Fire Station 2 Renovation).
19. Resolution #15-82, Authorizing Agreement for Services Between North Greenville Fitness & Cardiac Rehabilitation Clinic, Inc. And City of De Pere (Firefighter Medical Physicals).
20. Resolution #15-83, Authorizing Water Utility Billing Services Agreement Between the City of De Pere and the Green Bay Water Utility.
21. Voucher Approval.
22. Operator License Applications.
23. Consideration of purchase of property for industrial purposes.

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
24. Future Agenda Items.
25. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons

Mayor

City Administrator

Department Heads

TV, Newspaper & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Brian & Amy Van Oss

Michael & Alyssa Schultz

Robert & Tonya Wagner

Ronald & Carol Salentine

St. Norbert College Attn: VP Business/Finance

William Eiler

Colleen Caine & Michael Lemon

Daniel & Barbara Danen

Daniel & Karen Simons, Simons Investments LLC

Elizabeth Van de Yacht

Sean Haessly, Infidelity Deli

Matthew Lutsey, Waseda Farms Market

John Nelson, Jr., Visu-Sewer

Brad Ottum, Relyco Inc.

Trey Ryan

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: July 21, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the July 7, 2015 Common Council Meeting.

ATTACHMENTS:

- 7-7-2015 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Tuesday, July 7, 2015

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on July 7, 2015 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
Kevin Bauer	Alderman	Present
James Boyd	Alderman	Present
Scott Crevier	Alderman	Present
Michael Donovan	Alderman	Present
Jim Kneiszel	Alderman	Present
Larry Lueck	Alderman	Present
Dean Raasch	Alderman	Present
Lisa Rafferty	Alderman	Present

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the June 16, 2015 Common Council Meeting

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderman
SECONDER:	Scott Crevier, Alderman
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

4. Public Hearing on the Rezoning of Parcel WD-52, WD-59 and part of WD-60 to allow for a medical clinic use in conjunction with the multi-family use is scheduled for 7:35 p.m. or soon after.

A. Notice of Public Hearing.

Clerk Shana Defnet announced that the Public Hearing was published in the Green Bay Press Gazette on June 24th and 29th, 2015.

B. Recommendation from the Plan Commission.

City Planner Ken Pabich stated that the Plan Commission recommends approval of the project and summarized the project with the newly proposed clinic that will be a part of the structure.

C. Ordinance #15-19, Amending Ordinance #15-03 Regarding rezoning Certain Property (WD-52, WD-59 and Part of WD-60).

The Mayor declared the Public Hearing open. Kevin McDonnell, Vice President of Development for Common Wealth, came forward and provided background on the addition of the clinic. Mayor Walsh declared the Public Hearing closed and entertained a motion. Alderman Boyd moved, seconded by Alderman Bauer to approve the ordinance.

Attachment: 7-7-2015 Common Council Minutes (3728 : Approval of the Minutes of the July 7, 2015 Common Council Meeting.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Kevin Bauer, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

5. Public Hearing on proposed amendments to Section 14.37(1) of the De Pere Municipal Code regarding telecommunication mobile service facilities.

A. Notice of Public Hearing.

Clerk Shana Defnet announced that the Public Hearing was published in the Green Bay Press Gazette on June 25th and 29th, 2015.

B. Recommendation from the Plan Commission.

City Planner Ken Pabich stated that the Plan Commission did not have a formal recommendation for the Common Council.

C. Ordinance #15-20, Creating Section 14-37-1 De Pere Municipal Code Regarding Telecommunication Mobile Service Facilities.

Mayor Walsh declared the Public Hearing open; no one wished to speak and he declared the Public Hearing closed and entertained a motion. Alderperson Boyd moved, seconded by Alderperson Rafferty to approve the ordinance. Alderperson Lueck stated that he will abstain from voting on this item. Discussion on the ordinance followed. City Planner Ken Pabich pointed out a portion of the ordinance that addresses putting up a tower and losing the ability to develop that lot any further. Discussion followed. Alderperson Raasch moved, seconded by Alderperson Donovan to amend the resolution and to remove the language prohibiting further development on parcels with towers. Upon vote, motion carried 7-0 with Alderperson Lueck abstaining. Upon motion on the ordinance as amended, motion carried 7-0 with Alderperson Lueck abstaining.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

6. Public comment upon matters not on the agenda or other announcements.

Mayor Walsh announced that Agenda Item #13 was withdrawn. He congratulated Alderperson Boyd on being named Press Gazette Track Coach of the Year.

7. Recommendation from the Plan Commission to approve the Final Plat of Orion's Run Second Addition, located south of the City limits off Lawrence Drive in the Town of Lawrence. Surveyor: Mach IV Engineering and Surveying LLC.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

8. Recommendation from the Plan Commission to approve a CSM with two outlots and a road dedication for the re-configuration of Washington Street. Surveyor: Robert E Lee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

9. Recommendation from the Plan Commission to approve the proposed design changes to the intersection of Grant Street at Apollo and Suburban.

City Engineer Eric Rakers came forward and answered questions for the Council. He explained that the problem came forward because a pedestrian was hit at this intersection. They discussed the two layouts presented and the inability to pass on the right around a car waiting to turn left if cars are parked on the street. Concerns about the flow of traffic and pedestrian safety followed. Discussion regarding crossing guard presence during the peak traffic times (7:19 a.m. - 7:30 a.m.). Alderperson Donovan moved, seconded by Alderperson Rafferty to open the meeting. John Smits came forward and spoke regarding the issues with the intersection and stated that he does not believe that bump outs will solve the problem. He suggests that the City set up the bump outs temporarily for 2-3 months and recommended that the Council refer this back to staff for further discussion. Frank Manders came forward and suggested putting a roundabout in at the intersection. Joie Kampen spoke in support of the recommended proposal.

Alderperson Raasch moved, seconded by Alderperson Crevier to close the meeting. Discussion followed regarding the timeline for the project, the issues with putting in a roundabout, the benefits of the bump outs to pedestrians, and expectations for traffic backups and proposed signage. Upon roll call vote, the recommendation was approved 5-4 with Alderpersons Boyd, Crevier, Kneiszel, and Raasch voting ay and with Mayor Walsh voting ay to break the tie.

RESULT:	ADOPTED [5 TO 4]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	James Boyd, Scott Crevier, Jim Kneiszel, Dean Raasch, Mike Walsh
NAYS:	Kevin Bauer, Michael Donovan, Larry Lueck, Lisa Rafferty

10. Recommendation from the Plan Commission to approve the proposed redesign for HWY 57 (North Broadway).

Alderperson Crevier moved, seconded by Alderperson Raasch to open the meeting. Upon vote, motion carried unanimously. City Planner Ken Pabich introduced the presenters and stated that the Plan Commission recommended approval with the amendment to reduce the speed limit to 25 mph. Andy Fulcer with the Wisconsin Department of Transportation and Chris Rossmiller with Mead and Hunt presented the project to the Council. Discussion followed. Susan Gallagher-Lepak came forward and expressed her discontent with the lack of representation in the packet regarding the Plan Commission's recommendation to reduce the speed limit to 25 mph. Alderperson Crevier moved, seconded by Alderperson Bauer to close the meeting. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Raasch to amend that the speed limit be reduced to 25 mph. Discussion followed. Upon vote on the amendment, motion carried unanimously. Upon motion on the recommendation to approve the proposed redesign as amended, motion carried unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

11. Recommendation from the License Committee on an Application for a Class "B" Beer/"Class B" Liquor License for 1Thirty2, 132 S. Broadway St. Submitted by Studio1Thirty2 L.L.C., Agent: Claude Robinson, 1437 S. Chestnut Ave., Green Bay, WI 54304.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

12. Recommendation from the Board of Park Commissioners to approve the Wochinske Donation of \$2,500 for Recreation Scholarship Funds.

Alderperson Donovan thanked the Wochinske's for the donation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

13. Ordinance #15-18, Rezoning Certain Property (Parcel ED-477) (second reading).

RESULT:	WITHDRAWN
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14. Ordinance #15-21, Amending §106-6 De Pere Municipal Code Regarding Authority to Issue Revocable Occupancy Permits.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

15. Resolution #15-25, Regarding the Vacation of a Portion of a Public Thoroughfare (Northerly 1,708 square feet of George Street adjacent to ED-844) (referred back to staff at April 21, 2015 Common Council meeting).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

16. Resolution #15-73, Authorizing Agreement for Design Services Between the City of De Pere and DLZ National, Inc. (Roundabout Study and Concept Design - Main & Lawrence).

Alderperson Crevier requested more information about the proposal. City Planner Ken Pabich explained that the size of the roundabout and the location of the off ramp near the interstate constitute the need for the study. Discussion followed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

17. Resolution #15-74, Regarding Transportation Investment Coalition.

City Administrator Larry Delo explained that this resolution came from the League of Wisconsin Municipalities for consideration of Councils to convince the State to implement long-term funding solutions for transportation. Discussion followed.

RESULT:	DEFEATED [2 TO 6]
MOVER:	James Boyd, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	James Boyd, Michael Donovan
NAYS:	Bauer, Crevier, Kneiszel, Lueck, Raasch, Rafferty

18. Resolution #15-75, Authorizing Cooperation Agreement Between The City of De Pere and the West De Pere School District.

Alderperson Rafferty stated that she is frustrated by the agreement and urged the City to maintain a good working relationship with the West De Pere School District in an attempt to restore some of the programs that we've lost as a result of the diminished offerings from the District. Alderperson Lueck stated that he doesn't believe the public understands what is going on and provided information from the Park Board Meeting: previously the City had 1295 hours of programming split almost evenly between East De Pere and West De Pere and with this agreement, 145 hours are in West De Pere and 975 hours are in East De Pere, for a total of 1120. He explained that the disparity is now that 80% of programming is in East De Pere and 13% is in West De Pere. The City lost 175 hours of programming in the Community. The Park Department had to cancel three programs and of the 19 programs offered, 16 were affected by West De Pere's agreement. Parks Director Mary Kosobucki explained that three programs were cancelled because there was no agreement in place and that they will be re-offered next summer. Discussion followed. City Administrator Larry Delo explained the rationale for their decision and that the District explained to the City that they had a need for the space that the City was utilizing. Discussion followed. Alderperson Rafferty stated that she would like to see a more equitable division of hours between the east side and west side of De Pere for future agreements. Alderperson Lueck stated that he is voting against this, not because he doesn't want to see the programs disappear, but because he believes we can go back to the district to get more commitment from them. Alderperson Donovan stated he will show his disappointment with the agreement by voting against it. Park Director Marty Kosobucki explained that at this point, if the West De Pere School District did offer the space we needed at this point, it is too late now because the programming is in place for this year. Discussion followed. Alderperson Boyd requested that someone from the Park Board or an Alderperson be included in the future discussions regarding programming. Discussion followed.

RESULT: ADOPTED [6 TO 2]
MOVER: Lisa Rafferty, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Bauer, Boyd, Crevier, Kneiszel, Raasch, Rafferty
NAYS: Michael Donovan, Larry Lueck

19. Appointments to the Business Improvement District (BID) Board, Board of Review and Redevelopment Authority by Mayor Walsh.

Board of Review: Susan Zurawski/Appointment

Redevelopment Authority: Tina Quigley/Appointment

Business Improvement District Board: Tom Gavic, Lance Abts, Kathy Rupiper, Brent Felchlin, Rich Starry, Dan Van Straten, Larry Delo

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

20. Operator License Applications.

CITY OF DE PERE -July 7, 2015					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	CRUZ, DAVID J.	1615 W. MASON ST.	GREEN BAY	WI	54303
2	DULL, NEVA M.	1021 EDGEWOOD DR.	GREEN BAY	WI	54311
3	JACOBSON, DOUGLAS L.	415 GEORGE ST., #2	DE PERE	WI	54115
4	ROSKOSKI, NICHOLAS M.	1015 MORaine WAY	GREEN BAY	WI	54302
Temporary Operator License Applications					
1	ROVINSKI, DAVID A.	1586 QUARRY PARK, #4	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	ADHIKARI, BISHNU P.	4024 E. BRAEBURN DR.	APPLETON	WI	54913
2	ALBERTS, VICKI A.	2054 CHARLES ST.	DE PERE	WI	54115
3	ALEXANDER, PAUL S.	117 S. WASHINGTON ST.	DE PERE	WI	54115
4	BOSETSKI, LINDSEY A.	5907 CTY RD. KB	DENMARK	WI	54208
5	CORDRY, ALISON R.	436 COLLEGE AVE., APT. #2	DE PERE	WI	54115
6	GUZAN, ALLYSON A.	1294 CROWN CT.	DE PERE	WI	54115
7	HERNANDEZ, STEVEN M.	2410 EASTMAN AVE., APT. 1	GREEN BAY	WI	54302
8	LEURQUIN, KARISSA D.	1023 CORAL ST.	DE PERE	WI	54115
9	PAGENKOPF, AMY, C.	715 1/2 IRVINGTON ST.	GREEN BAY	WI	54304
10	PROCK, JANETTA A.	1420 O'KEEFE RD.	DE PERE	WI	54115
11	RADANT, TYLER R.	850 SWAN RD.	DE PERE	WI	54115
12	REID, SHELBY F.	405 E. 20TH ST.	KAUKAUNA	WI	54130
13	SCHAUS, ADAM R.	317 HARTUNG ST.	GREEN BAY	WI	54302
14	SIDLAUSKAS, ASHLEY E.	2517 HE-NIS-RA LN.	GREEN BAY	WI	54304
15	STEENO, AMBER J.	2970 MOSSY OAK CIR.	GREEN BAY	WI	54311
16	WOLLENBERG, BENJAMIN J.	W4850 SOO LINE RD.	BONDUEL	WI	54107

Alderperson Bauer moved, seconded by Alderperson Raasch to approve Previously Tabled Operator License Application #3, to table Previously Tabled Operator License Application #4, and to deny Previously Tabled Operator License Applications #1 and 2. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Boyd to approve Temporary Operator License Application #1. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson

Raasch to approve Operator License Applications #1-16. Upon vote, motion carried unanimously.

21. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

22. Future Agenda Items.

Alderperson Crevier asked City Administrator Larry Delo to email information regarding Resolution 15-74; Alderperson Donovan requested a report from the Police Department regarding sexual predators in the City of De Pere.

23. Adjournment.

Alderperson Bauer moved, seconded by Alderperson Crevier to adjourn the meeting at 9:40 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk - Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Resolution #15-76, Authorizing and Approving a Conditional Use Permit (Parcel WD-856).

ATTACHMENTS:

- Reso15-76 (DOCX)
- PC_Staff_June22_620 Fourth (PDF)
- 620Fourth (PDF)

RESOLUTION #15-76

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcel WD-856)

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-Treasurer 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 21st day of July, 2015 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:

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-39(2), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two Family Residence District Zone, student housing at 620 Fourth Street, subject to the condition that modification(s) to the building shall obtain the proper local and state permits.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of July, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-76 (3635 : Resolution #15-76, Authorizing & Approving a Conditional Use Permit)

Review the Conditional Use Application for student housing at 620 Fourth Street. Applicant: St. Norbert College. *

A Conditional Use Application was submitted by St. Norbert College to be located at 620 Fourth Street. The property is zoned R-2 (Single and Two Family Residence). The table below summarizes some of the impacts related to the conditional use request.

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	X		
Will the proposed building be architecturally compatible with those in the surrounding area?			X
Will the condition create a:			
1. Noise problem		X	
2. Traffic problem		X	
3. Parking problem		X	
4. Highway Access problem			X
5. Garbage disposal problem		X	
6. Policy and Fire protection problem		X	
7. Be hazardous to children		X	
8. Lighting problem		X	
9. Sewage disposal problem		X	
10. Water supply problem		X	
11. Runoff or drainage problems		X	
12. Windblown articles		X	
13. Water pollution		X	
14. Air pollution		X	
15. Wind erosion		X	
Would the new use of the property have an adverse effect on population densities?		X	
Would the property insurance rates increase for adjoining owners?		X	
Would the granting of the conditional use be detrimental to the environment?		X	
Would the proposed use add or create a floodplain problem?		X	
Would prime agricultural land be destroyed if approved?		X	
Will this use have an adverse effect on a school district?		X	
Will this change decrease adjacent property values?		X	
Will the use add to the economic growth of the labor and industry of Brown County?		X	
Is the conditional use primarily for a speculative income return?		X	

Recommendations:

Staff recommends approval of the conditional use with the following recommendations:

1. Modifications to the building shall obtain the proper local and state permits.
2. The conditional use shall be forwarded to the City Council for action.



CITY OF DE PERE

APPLICATION FOR CONDITIONAL USE

Fee: \$ 245.00

Receipt #: _____

Date: _____

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Saint Norbert College, Attn Eileen Jahnke
 Mailing Address: 100 Grant Street, De Pere, WI 54115
 Phone: 403-3250
 Email: _____

I hereby appoint the following as my agent for purposes of this application:

Agent: Name: _____
 Mailing Address: _____
 Phone: _____
 Email: _____

B. Property Information

Address/Location of Property: 620 Fourth Parcel #: WD-856
 Parcel Dimension: _____ Parcel Area: 8,561
 Legal Description: STEWART'S 1ST ADDN PRT OF LOT 21 DESC IN 1744319

C. Land Use

Existing Zoning: Single - Two Family (R-2)
 Present Use of Parcel: Vacant
 Proposed Use of Parcel: College housing
 Present Use of Adjacent Property: Owned by College for Student Housing

A Conditional Use Permit is requested as authorized by the De Pere Zoning Code, Section(s): Section 14.30

Owner Signature

Date

Agent Signature

Date

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: Planning

FROM: Sarah Wallace

SUBJECT: Resolution #15-77, Authorizing and Approving a Conditional Use Permit (Parcel WD-220).

ATTACHMENTS:

- Reso15-77 (DOCX)
- PC_Staff_June22_325 Marsh (PDF)
- 325Marsh (PDF)

RESOLUTION #15-77

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcel WD-220)

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-Treasurer 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 21st day of July, 2015 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:

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-39(2), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two Family Residence District Zone, student housing at 325 Marsh Street, subject to the condition that modification(s) to the building shall obtain the proper local and state permits.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of July, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-77 (3636 : Resolution #15-77, Authorizing & Approving a Conditional Use Permit)

Review the Conditional Use Application for student housing at 325 Marsh Street. Applicant: St. Norbert College. *

A Conditional Use Application was submitted by St. Norbert College to be located at 325 Marsh Street. The property is zoned R-2 (Single and Two Family Residence). The table below summarizes some of the impacts related to the conditional use request.

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	X		
Will the proposed building be architecturally compatible with those in the surrounding area?			X
Will the condition create a:			
1. Noise problem		X	
2. Traffic problem		X	
3. Parking problem		X	
4. Highway Access problem			X
5. Garbage disposal problem		X	
6. Policy and Fire protection problem		X	
7. Be hazardous to children		X	
8. Lighting problem		X	
9. Sewage disposal problem		X	
10. Water supply problem		X	
11. Runoff or drainage problems		X	
12. Windblown articles		X	
13. Water pollution		X	
14. Air pollution		X	
15. Wind erosion		X	
Would the new use of the property have an adverse effect on population densities?		X	
Would the property insurance rates increase for adjoining owners?		X	
Would the granting of the conditional use be detrimental to the environment?		X	
Would the proposed use add or create a floodplain problem?		X	
Would prime agricultural land be destroyed if approved?		X	
Will this use have an adverse effect on a school district?		X	
Will this change decrease adjacent property values?		X	
Will the use add to the economic growth of the labor and industry of Brown County?		X	
Is the conditional use primarily for a speculative income return?		X	

Recommendations:

Staff recommends approval of the conditional use with the following recommendations:

1. Modifications to the building shall obtain the proper local and state permits.
2. The conditional use shall be forwarded to the City Council for action.



CITY OF DE PERE

APPLICATION FOR CONDITIONAL USE

Fee: \$ 245.00

Receipt #: _____

Date: _____

Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Saint Norbert College, Attn Eileen Jahnke
 Mailing Address: 100 Grant Street, De Pere, WI 54115
 Phone: 403-3250
 Email: _____

I hereby appoint the following as my agent for purposes of this application:

Agent: Name: _____
 Mailing Address: _____
 Phone: _____
 Email: _____

B. Property Information

Address/Location of Property: 325 Marsh St Parcel #: WD-220
 Parcel Dimension: _____ Parcel Area: 8,561
 Legal Description: ASSESSOR'S PLAT OF W.DEPERE PCL "A" OF LOTS 9 & 10 OF STEWART'S 1ST ADDN

C. Land Use

Existing Zoning: Single - Two Family (R-2)
 Present Use of Parcel: Vacant
 Proposed Use of Parcel: College housing
 Present Use of Adjacent Property: Owned by College for Student Housing

A Conditional Use Permit is requested as authorized by the De Pere Zoning Code, Section(s): Section 14.30

Owner Signature

Date

Agent Signature

Date

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on an Application for a Class "A" Beer/"Class A" Liquor License for Waseda Farms Market, 330 Reid St., submitted by Waseda Farms LLC, Agent: Matthew T. Lutsey, 1998 Kettle Creek Dr., De Pere, WI 54115.

ATTACHMENTS:

- Waseda Farms Application.pdf (PDF)

45 6-10 208 17154-05

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20 _____ ;
ending June 30 20 16TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of BROWN Aldermanic Dist. No. _____ (if required by ordinance)

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY
☐ CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): WASEDA FARMS LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Matthew T. Lutsen</u>	<u>1998 Kettle Creek Dr. De Pere WI 54115</u>	<u>54115</u>
Vice President/Member	<u>Thomas J. Lutsen</u>	<u>1675 Remington Ridge De Pere WI 54115</u>	<u>54115</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Matthew T. Lutsen</u>		
Directors/Managers			

3. Trade Name WASEDA FARMS MARKET Business Phone Number 920 632 7271
4. Address of Premises 330 Reid St De Pere WI 54115 Post Office & Zip Code 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 2008 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Retail Grocery store with Storage Room, Kitchen, & Meat Cutting Room
10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 25th day of JuneLisa A. Wright
(Clerk/Notary Public)

LISA A. WRIGHT
NOTARY PUBLIC
STATE OF WISCONSIN
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires 5/24/19

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-25-15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk & Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Recommendation from the License Committee on an Application for a Class "B" Beer License for Infidelity Deli, submitted by Infidelity Deli LLC, Agent: Sean Haessly, 718 S. John St., Apt. #3, Kimberly, WI 54136.

ATTACHMENTS:

- Infidelity Deli Application.pdf (PDF)

8.a

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 7-20-2015 20 15 ;
ending 7-20-2016 20 16TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's WI Seller's Permit No.: <u>456-102896436-02</u>		FEIN Number: <u>47-3530793</u>	
LICENSE REQUESTED ▶			
TYPE		FEE	
☐ Class A beer		\$	
☒ Class B beer		\$	
☐ Class C wine		\$	
☐ Class A liquor		\$	
☐ Class B liquor		\$	
☐ Reserve Class B liquor		\$	
☐ Class B (wine only) winery		\$	
Publication fee		\$ <u>60.00</u>	
TOTAL FEE		\$	

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY
☐ CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Infidelity Deli LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>OWNER</u>	<u>Adam Rudolph</u>	<u>3629 S Ridge Rd, 54115</u>
Vice President/Member	<u>CO-OWNER</u>	<u>Sean Haessly</u>	<u>718 S John St Apt #3, 54115</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Sean Haessly</u>		
Directors/Managers			

3. Trade Name Infidelity Deli Business Phone Number 920-632-2273
4. Address of Premises 124 N Broadway suite BB De Pere WI Post Office & Zip Code 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☒ Yes ☐ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state Wisconsin and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include 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.) Lee building suite BB 1000 sq ft Deli with 230 sq ft kitchen

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☐ Yes ☒ No
(b) If yes, under what name was license issued? _____

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 6 day of July, 20 15

(Clerk/Notary Public)

My commission expires May 31, 2019

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>7-6-15</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE:	July 21, 2015
DEPARTMENT:	City Clerk-Treasurer
FROM:	Shana Defnet
SUBJECT:	Recommendation from the License Committee on scheduling an evidentiary hearing before the Common Council to consider the suspension or revocation of the Operator License issued to Trey W. Ryan.

At the January 20, 2015 License Committee Meeting, the License Committee approved the Operator License for Trey W. Ryan on a vote of 2-1 with the condition that the Police Chief review the applicant's record in 6 months. I've attached the following confidential documents: his latest charges and his original application. At the July 7 License Committee Meeting, the Committee requested to hold a pre-hearing at their July 21 License Committee meeting.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Recommendation from the Finance/Personnel Committee to accept the donation of three ice making machines to the Fire Department.

ATTACHMENTS:

- ICE MAKING MACHINES (PDF)

Memo



To: Honorable Mayor Walsh
Members of the Finance and Personnel Committee

From: Dennis L. Rubin, Fire Chief *DLR*

Office of the Fire Chief

Date: June 22, 2015

Re: Consider Donation of Three Ice Making Machines

The Humana Insurance Corporation, located at 1100 Employers Boulevard in De Pere, has offered the Fire Department two well used ice cold water machines. These two machines are being replaced with new equipment and have little to no value to Humana. The ice water machines are marked "Follett – Symphony Series". Both are in working order and would be installed at each of our fire stations, if this donation is recommended by the Finance/Personnel Committee and approved by the Common Council.

The Fire Department is in the process of soliciting a donation of a bulk ice making machine from Manitowoc Ice Cooperation. The bulk ice machine could be used to produce large quantities of ice to fulfill the need for emergency medical delivery.

The Fire Department is in need of the ice machines for two primary purposes. First, to provide ice to rehabilitate our members operating at extended duration alarms when fluid replacement is needed. The machines from Humana could be used for ice and water for staff consumption on a regular or daily basis to assure staff health. Second, we use large quantities of ice in the delivery of emergency medical care during various events such as "Celebrate De Pere" or athletic tournaments to treat strains and sprains.

If authorized to accept these ice machines, Fire Department Personnel are capable and will complete the installation of all three machines (two at Station #1 and one at Station #2) at no cost to the City.

Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for action. If you have any questions, please don't hesitate to ask.

This request is respectfully submitted by Fire Chief Dennis L. Rubin.

Attachment: ICE MAKING MACHINES (3730 : Recommendation from F/P donation of three ice making machines to the Fire Department.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Board of Public Works Recommendation to Award the Bid for Project 15-08 Manhole Repairs to Visu-sewer in the Amount of \$41,145.00.

The Board of Public Works recommends awarding the bid for Project 15-08 Manhole Repairs to Visu-Sewer, Inc., in the amount of \$41,145.00.

The Engineering Department received bids for Project 15-08 Manhole Repairs on June 25th. This work is for maintenance of sewers. The bids received were as follows:

Bidder	Amount
Visu-Sewer, Inc.	\$41,145.00
Great Lakes TV Seal, Inc.	\$44,050.00
National Power Rodding Corporation	\$50,150.00
Hydro-Klean LLC	\$59,985.00
Michels Corporation	\$63,066.00

The budgeted amount for the project from the capital improvement fund is \$50,000. Funding will be from the sewage revenue fund.

ATTACHMENTS:

- 15-08 Bid Tab(PDF)

PROJECT 15-08 MANHOLE REPAIRS
BID TAB



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				VISU-SEWER, INC.		GREAT LAKES TV SEAL, INC.		NATIONAL POWER RODDING CORPORATION		HYDRO-KLEAN LLC		MICHELS CORPORATION	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Spray-on Liner	VF	60	\$ 102.50	\$ 6,150.00	\$ 285.00	\$ 17,100.00	\$ 220.00	\$ 13,200.00	\$ 246.00	\$ 14,760.00	\$ 266.00	\$ 15,960.00
SP-02	Poured in Place Bench	EA	16	\$ 1,695.00	\$ 27,120.00	\$ 1,150.00	\$ 18,400.00	\$ 1,550.00	\$ 24,800.00	\$ 2,250.00	\$ 36,000.00	\$ 2,007.00	\$ 32,112.00
SP-03	Chemical Grout Manhole	EA	9	\$ 875.00	\$ 7,875.00	\$ 950.00	\$ 8,550.00	\$ 1,350.00	\$ 12,150.00	\$ 1,025.00	\$ 9,225.00	\$ 1,666.00	\$ 14,994.00
	Total Amount Bid				\$ 41,145.00		\$ 44,050.00		\$ 50,150.00		\$ 59,985.00		\$ 63,066.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Board of Public Works Recommendation to Reject Bids for Project 15-09 Pond and Drainage System Construction.

The Board of Public Works is recommending rejection of the bids.

The Engineering Department received bids on Project 15-09 Pond and Drainage System Construction on June 25th. This project involved work at several locations including:

- Swale repair near Humana from the West Business Park ponds.
- Swale repair for the Tenth Street Outfall
- Paint Horse Trail Pond Repair
- Rockland Road Ditching
- Commerce Pond and Associated Storm Sewer

The project involved a large variety of work including storm sewer installation from sizes of 21” to 60”, excavation, grading, rip rap placement landscaping, and erosion control. The bids received were as follows:

Bidder	Amount
Relyco, Inc.	\$765,871.79
Radtke Contractors, Inc.	\$786,880.47
Kruczek Construction, Inc.	\$833,333.33
RC Excavating	\$904,629.50
Ed Gersek, Inc.	\$989,290.80
Advance Construction	\$1,048,803.80

The budgeted amount for the project was \$465,000 and came from the storm water utility, TID 6 and TID 10. The cost overruns are associated with higher costs than anticipated at the Paint Horse Trail and the Commerce Pond storm sewer which was not fully included in the budget. Staff will be investigating alternatives to reduce the pipe size by potentially requiring some on-site detention of peak storm water flows while still providing the overall storm water treatment for the expansion of the industrial park.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #15-22, Creating Chapter 31 De Pere Municipal Code
Regarding Public Display of Works of Art.

ATTACHMENTS:

- Public Display of Art Memo (PDF)
- Ord15-22 (DOCX)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Common Council
 From: Judith Schmidt-Lehman, City Attorney *JSL*
 RE: Public Display of Works of Art Draft Ordinance
 Date: July 7, 2015

City Administrator Larry Delo requested that the attached ordinance be drafted for review. The purpose of the ordinance is to open up publicly owned property for the public display of art. The draft ordinance sets out a process whereby the City Administrator could determine that a particular city site or sites were appropriate for the public display of art and advertise that the City is seeing submission of art pieces from the public. A mainly citizen review committee is created by the ordinance for reviewing and selecting works of art for display.

The ordinance specifically designates the selected locations "non-public forums" so as to limit first amendment expression in those places to the public display of art. The proposed ordinance also lists criteria for the Art Display Committee to use in its selection process.

If you have any questions regarding this ordinance, please feel free to contact either Administrator Delo or myself at your convenience.

JSL:jld

Attachment

c: Lawrence Delo, City Administrator

H:\jdupont\Memos\2015\Mayor & CC-public display of art 7-15-148-04-15.docx

Attachment: Public Display of Art Memo (3725 : Ordinance #15-22, Public Display of Works of Art)

ORDINANCE #15-22

CREATING CHAPTER 31 DE PERE MUNICIPAL CODE
REGARDING PUBLIC DISPLAY OF WORKS OF ART

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN
AS FOLLOWS:

SECTION 1: Section 31-1, *Public Display of Works of Art*, is hereby created to read as follows:

31- 1 *Public Display of Works of Art*

- (a) *Purpose.* The Common Council finds that public access to works of art is important to community and economic development. Public access to works of art can build community, express local identity and culture, reflect on history, and create an aesthetically pleasing and interesting environment, all of which the City has a legitimate governmental interest in promoting. This Chapter is created to implement the city's interest in providing public display of works of art by allowing for public property to be made available for such purpose.
- (b) *Definitions.*
 - (1) *Work of Art* means a physical creation or physical object of expression, such as sculpture, pottery, photographs or paintings, but does not include performance, literature or architecture.
 - (2) *Art Display Committee* means the Committee established under this section.
- (c) *City Property may be made available.*
 - (1) The Common Council hereby delegates the authority to determine which city owned property, if any, may be made available for the public display of works of art to the city administrator. Park property may be made available for the public display of art only upon approval of specific site(s) by the Board of Park Commissioners.
 - (2) No designation of a city site being available for the public display of a work of art shall be considered permanent designation. Rather, each time a work of art is selected to occupy such site shall be considered a separate, distinct and temporary designation.

- (3) In making specified city owned sites available for the public display of art, the Common Council deems those locations non-public forums for expressive purposes only as identified in this section and then, only in conformance with any rules or procedures promulgated by the city administrator.
- (d) *Procedures.*
- (1) When a city owned site has been determined suitable for the public display of works of art, the city administrator shall publically advertise the same and announce that works of art are being solicited from the public for display at the selected site.
 - (2) Solicitations for such works of art for public display shall require that selected works of art for outdoor display must be weather resistant. Solicitations shall also indicate that the applicant shall be required to acknowledge and assume the inherent risks of damage to the art that the public, outdoor display of the same can carry and further require that the applicant shall be required to indemnify and save harmless the city for any injury or damage occasioned to others as a result of the public display of the artwork.
 - (3) Solicitations shall identify the length of time the work of art should be expected to be displayed and any other term, condition or rule applicable to the display.
 - (4) Persons interested in displaying their own original work of art in public shall submit a likeness to the city administrator along with such other information deemed necessary by the city administrator.
 - (5) All applications and accompanying materials submitted by any deadline imposed by the city administrator shall be forwarded to the Art Display Committee, which shall evaluate the proposals as provided below.
- (e) *Art Display Committee.*
- (1) The Art Display Committee shall be responsible to evaluate proposed submissions of art for public display on city property. In reviewing the submissions and making its determinations, the Art Display Committee shall consider:
 - A. Aesthetic quality of the work;
 - B. Appropriateness of the work to a chosen location, including scale of the artwork to the site and obstacles of the site;
 - C. Originality of the work;
 - D. Technical feasibility; realistic ability for the proposed work to be installed at the site;
 - E. Durability/maintenance requirements.

- (2) Submitters of applications may indicate a site preference for the display of their work if more than one city property site is identified as available for the public display of art; however the Art Display Committee is the final determiner of the location.
- (3) The Art Display Committee shall consist of five (5) members as follows:
- A. Four (4) citizen members, at least one of whom may, but is not required to, have a degree or professional experience in art, architecture or like professions;
 - B. One (1) alderperson.
- (4) Each member shall be appointed by the Mayor and confirmed by the Common Council for a two-year term, commencing as of May 1 of the year of appointment. At the initial appointment only, two of the citizen members shall be appointed for three-year terms for the purpose of staggering the appointment of citizen members.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of July, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #15-23, Amending Chapter 106 De Pere Municipal Code
Regarding Special Events and Fees.

ATTACHMENTS:

- Ord15-23 (DOCX)
- Special Events - service fee reduce or waive redlined (DOCX)
- Special Event Fee Memo (PDF)
- Soccer Request Letter (PDF)

ORDINANCE #15-23

AMENDING SECTION 106-6 DE PERE MUNICIPAL CODE
REGARDING SPECIAL EVENTS AND FEES

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN

AS FOLLOWS:

SECTION 1: Section 106-6(a)(4)C., *Fees*, is hereby repealed and recreated to read as follows:

C. *Fees*.

1. A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the City by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.
2. The application fee and underlying permit fees are waived for events sponsored by charitable organizations which have IRS section 501(c) status.
3. Fees for services provided by the City for the event will be assessed to the permit applicant and paid prior to the start of the event. If the amount assessed prior to the event does not fully reimburse the City for the full amount of services actually rendered as determined at the conclusion of the event, the permittee shall be responsible for the difference. If the amount assessed prior to the event exceeds the amount for services provided by the City as determined at the conclusion of the event, the amount overpaid shall be returned to the permittee.

SECTION 2: Section 106-6(a)(5), *Additional City Services*, is hereby amended by deleting the first paragraph and replacing it with:

- (5) *Additional City Services*. If the special event will require more than the minimal use of any City equipment or services, the applicant shall pay a fee for such services. This may include, but is not limited to, police services, fire/rescue services, barricades and the like. The fee for such equipment or services shall be as determined by resolution of the Common Council. Charitable organizations which have IRS section 501(c) status shall be charged 50% of the established fee. As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional City services.

Ordinance #15-23

Page 2 of 2

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of July, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

Attachment: Ord15-23 (3724 : Ordinance #15-23, regarding special event waiver or reduction of fees)

ORDINANCE #15-11

AMENDING CHAPTER 106 DE PERE MUNICIPAL CODE
REGARDING SPECIAL EVENTS AND PENALTIES

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN

AS FOLLOWS:

SECTION 1: Section 106-6(a), *Special Events*, is hereby created to read as follows:

- (a) *Special Events*. This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds.
- (1) *Definitions*.
- A. *Low Hazard Event*. Special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.
 - B. *Medium Hazard Event*. Special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.
 - C. *High Hazard Event*. Special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of over 10,000 persons. High hazard events shall include, but not be limited to, events with more than 20 lbs of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, vehicle races and fireworks displays.
 - D. *Person*. Any person, firm, partnership, association, corporation, company, or organization of any kind.
- (2) *Permit Required*. No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the City Clerk-Treasurer. The special event permit shall be in addition to any underlying permit requirement (i.e. parade permit; park use agreement).

(3) *Exceptions.* This section shall not apply to funeral processions or to neighborhood block parties in compliance with §22-8 of this Code. Any event sponsored by a governmental agency or entity shall be required to obtain all necessary permits required for the activity sponsored, but no permit fee shall be required.

(4) *Application.*

A. *Filing and Contents.* An application for a special event permit shall be filed with the Clerk-Treasurer not less than 60 days before the proposed date of the event on a form to be provided by the Clerk-Treasurer unless the permit request is for 1st Amendment expression purposes, in which case the application shall be filed within 7 calendar days of the event. The application shall set forth the following information:

1. The name, addresses, and contact information of the person seeking to conduct such event.
2. The name, addresses, and contact information of the event coordinator and the on-site contact.
3. The date when the event is to be conducted.
4. The hours such event will start and terminate, including set-up and take-down times.
5. The event location or route to be traveled, the starting point, and the termination point, if applicable.
6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.
7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.
8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
9. Any additional information which the Clerk-Treasurer finds reasonably necessary to a fair determination as to whether a permit should be issued.

B. *Late Applications.* The Clerk-Treasurer, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled.

C. *Fees.*

1. A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the City by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.

2. The application fee ~~and underlying permit fees are waived may be refunded by the Common Council~~ for events sponsored by charitable organizations ~~located in the City~~ which have IRS section 501(c) status.
3. Fees for services provided by the City for the event will be assessed to the permit applicant and paid prior to the start of the event. If the amount assessed prior to the vent does not fully reimburse the City for the full amount of services actually rendered as determined at the conclusion of the event, the permittee shall be responsible for the difference. If the amount assessed prior to the event exceeds the amount for services provided by the City as determined at the conclusion of the event, the amount overpaid shall be returned to the permittee.

D. *Insurance and Indemnification.* No proof of insurance or indemnification is required for low hazard events. For medium and high hazard events, the applicant shall furnish a certificate of insurance in an amount of Two Million Dollars per occurrence, Two Million Dollars aggregate, naming the City of De Pere as an additional insured. Higher insurance limits may be required for high hazard events as determined necessary by the City Attorney.

- (5) *Additional City Services.* If the special event will require more than the minimal use of any City equipment or services, the applicant shall pay a fee for such services. ~~the applicant shall pay the actual costs for the use of such equipment or services.~~ This may include, but is not limited to, police services, fire/rescue services, barricades and the like. The fee for such equipment or services shall be as determined by resolution of the Common Council. Charitable organizations located in the City which have IRS section 501(c) status shall be charged 50% of the established fee. As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional City services.

To ensure public safety for the event and the City, the City reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines), but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined in the sole discretion of the police/fire chief or their respective designee. Outside vendors may be retained for such services; however, City approval of such vendors and services shall be obtained prior to the event.

City of De Pere Fire Rescue Department Emergency Fire/Medical Resource Guidelines for Special Events

Emergency Fire/Medical Resources Matrix for Special Events is a guideline used to determine appropriate emergency medical resources for Special Events in the City of De Pere. The need for multiple or additional resources based on Special Risk Considerations will be determined by the Fire Chief or his/her designee and will be communicated to event organizer/sponsor. Costs associated with these resources are the responsibility of the event organizer/sponsor.

- Required resource. Multiple resources may be considered dependent on Special Risk Considerations.
- ✓ Recommended resource intended to ensure safety of participants.

Event Type	Anticipated Maximum Crowd Size	Knowledge of 911 Access and CPR	Basic First Aid Station(s)	First Aid Station(s) Including Nurse	ALS 2 Ambulances	Firefighting Team(s) 4 Firefighters 1 Supervisor
Any Event Requiring a Special Event Permit	Less than 4,000	●	✓			
	4,000 to 10,000	●	✓	✓	✓	✓
	10,000 to 50,000	●	●	✓	●	●
	Over 50,000	●	●	✓	●	●

Special Risk Considerations which may affect the required fire/medical resources needed include but are not limited to:

- | | |
|---|--|
| ☐ Night vs. Daytime | ☐ Location/Geography/Multiple Locations |
| ☐ Alcohol availability/use | ☐ Weather/Time of Year |
| ☐ Length of Event | ☐ Problems encountered with Event in past |
| ☐ Type of Event | ☐ Fireworks/Pyrotechnics |
| ☐ Audience Demographics | ☐ General Admission/Reserved Seating |

* Special Events organizers can utilize private providers in lieu of City services. If a private provider is used, a medical plan must be submitted to and authorized by the Fire Department at the time of application.

City of De Pere Police Department Public Safety and Security Resource Guidelines for Special Events

Security Matrix for Special Events is a guideline used to determine appropriate resources for Special Events in the City of De Pere. The need for multiple or additional resources based on Special Risk Considerations will be determined by the Police Chief or his/her designee and will be communicated to event organizer/sponsor. Costs associated with these resources are the responsibility of the event organizer/sponsor.

- Required resource. Multiple resources may be considered dependent on Special Risk Considerations.
- ✓ Recommended resource intended to ensure safety of participants.

Event Type	Anticipated Maximum Crowd Size	4-9 Officers Plus 0-1 Supervisors	9-14 Officers Plus 1-2 Supervisors	14-21 Officers Plus 2-3 Supervisors	21-30 Officers Plus 3-6 Supervisors
Any Event Requiring a Special Event Permit	Less than 4,000	●	✓		
	4,000 to 10,000	N/A	●	✓	
	10,000 to 50,000	N/A	N/A	●	✓
	Over 50,000	N/A	N/A	N/A	●

Special Risk Considerations which may affect the required police resources needed include but are not limited to:

- | | |
|---|--|
| ☐ Night vs. Daytime | ☐ Location/Geography/Multiple Locations |
| ☐ Alcohol availability/use | ☐ Weather/Time of Year |
| ☐ Length of Event | ☐ Problems encountered with Event in past |
| ☐ Type of Event | ☐ Fireworks/Pyrotechnics |
| ☐ Audience Demographics | ☐ General Admission/Reserved Seating |

- (6) *Standards for Issuance.* The Clerk-Treasurer shall issue the permit when, from a consideration of the application, consultation with other City departments as necessary, and from such other information as may otherwise be obtained, it appears that:
- A. The applicant has complied with all of the application requirements of subsection (4).
 - B. The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.
 - C. The conduct of the event will not require the diversion of so great a number of police officers as to prevent normal police protection to the City.
 - D. The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection of or ambulance service to areas in the vicinity of the event.
 - E. The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.
 - F. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
 - G. The special event will not conflict or interfere with another special event for which a permit has already been granted.
 - H. There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.
 - I. Adequate sanitation or other necessary health facilities will be available at the event.
 - J. The conduct of the event is not reasonably likely to cause injury to persons or property.
 - K. The applicant has no history of non-compliance with any City or State regulation pertaining to the activities covered by this section.
- (7) *Action upon Application.* The Clerk-Treasurer shall provide written notice of the issuance or denial of the permit within 30 days of receipt of an application, unless the permit request is for 1st Amendment expression purposes within a public forum, in which case the written notification shall be provided within three (3) days of application. If the application is denied, the notice shall state the reasons for the denial.
- (8) *Appeal Procedure.* Any person aggrieved may appeal the denial of a special event permit as provided in §106-2(g) of this Code.
- (9) *Notice to City and Other Officials.* Immediately upon the issuance of a special event permit, the Clerk-Treasurer shall send a copy thereof to the Mayor, Common Council members, and city departments involved in the permitting process.
- (10) *Duties of Permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

SECTION 2: All subsequent sections of §106-6 shall be renumbered accordingly.

SECTION 3: **Section 106-7, Penalties for non-compliance with this Chapter**, is hereby created to read as follows:

Any person who violates this chapter shall be subject to such forfeiture as determined by resolution of the common council. Each act of violation and each day upon which a violation occurs or continues constitutes a separate offense.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____
Publication Date: _____
Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Common Council
 From: Judith Schmidt-Lehman, City Attorney *JSL*
 RE: City Service Fee Waivers under Special Event Ordinance
 Date: July 7, 2015

As you know, Mayor Walsh received the attached request from the 2015 US Soccer Midwest Regional Championship sponsors for a reduction in the ambulance standby service fee to \$65/hour for this month's tournament play at Southwest Park. While this request is no longer relevant, other requests for fee waivers or reductions are likely to come before the Council in the future.

I recommended ordinance revisions last month to the Finance/Personnel Committee to allow fee reductions or waivers if certain newly established criteria for city sponsorship of the event were met. These proposed revisions turned out to be unduly cumbersome and did not result in truly objective criteria for Council consideration.

I am revising my recommendation to the Council and propose a much more direct and simple approach to address the desire for the Council to be able to address requests for fee waivers/reductions. It is my recommendation that: (1) the special event permit fee be waived for charitable organizations in the City that have IRS 501(c) status (rather than subject to refund on request); and (2) the special event ordinance be amended to provide that fees for city based charitable organizations with IRS 501(c) status be set at 50% of the established service fee. Attached is a red-lined version of the special event ordinance showing the proposed changes.

These proposed service fee reductions are straight forward, easily managed and objectively applied.

If you have any questions or concerns please let me know.

JSL:jld

Attachment

c: Lawrence Delo, City Administrator

H:\jdupont\Memos\2015\Mayor & CC-special event fee waiver 7-6-15.docx

Attachment: Special Event Fee Memo (3724 : Ordinance #15-23, regarding special event waiver or reduction of fees)

May 22, 2015

Mayor Michael Walsh
City of De Pere
335 South Broadway
De Pere, WI 54115



Dear Mayor Walsh,

As you are well aware, your city is participating in key portions of the US Youth Soccer Midwest Regional Championships for 2015. Hosting all of the referees volunteering to officiate the games and providing soccer fields for games on Saturday, Sunday and Monday are both unique opportunities for the City of De Pere to be on display for representatives from 14 Midwest Youth Soccer State Association members.

Our 4,000 plus youth players at this event are with the best teams in the Midwest and because of this level of competition, we work to provide unparalleled levels of on-site medical care. You can imagine the injuries, at times, to the players require immediate elevated attention and possible transport to a hospital.

We are coordinating this medical support for the event, so some time ago we spoke with members from the Parks, Recreation and Forestry Department, Fire Department and Police Department to discuss the need to provide an ambulance at the Southwest Park soccer fields during the games on Saturday, Sunday and Monday. We also discussed the opportunity to get a reduced fee again as we did in 2011, thanks to the generosity of your office. We are asking that you please consider this request for a waiver or reduction of those fees again. We would like to ask that the fee be reduce to the fee we paid the last time this event was held at Southwest Park (June 2011), which was \$65.00 per hour. The ambulance will be available for critical situations elsewhere, however, would need to be stationed at Southwest Park. For your information, the net proceeds from the event are being shared between the De Pere Select and the Appleton Soccer Clubs. These funds are for the direct benefit of each club and the youth players with that club.

We are working extensively with the media including both the Green Bay Press Gazette and Appleton Post Crescent to cover this event. We would gladly work with our local and US Youth Soccer Association communications representatives to release any support that the City of De Pere could provide.

Finally, we want to thank you and the members of the Park, Recreation and Forestry Department, Fire Department and Police Department for their **OUTSTANDING** support and work during the 2011 Region II Championships and for the effort and dedication the City invested in the parks to comply with all the requirements for access to those with disabilities. We also want to thank the members of the Park, Recreation and Forestry Department for the support that they have been providing in making the 2015 Region II Championships another great event and showing that the City of De Pere is a great place to visit and live.

Please contact Tod through his email at todmaki@gmail.com or by phone at 920-412-6602 if you have any questions, comments or would like to meet with us.

Sincerely,

Peter Mariahazy
President
Wisconsin Youth Soccer Association

Tod Maki
Vice President
De Pere Select Soccer Club

Ann Maki
Member
Region II LOC



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: Finance/Personnel Committee

FROM: Steve Massey

SUBJECT: Resolution #15-78, Authorizing Agreement With New Cell, LLC.

The existing Wireless Telecommunications Equipment and Service Agreement with New Cell, LLC (Cellcom) expired several months ago. Cellcom currently provides the City of De Pere cellular services for 71 devices including phones, tablets and hotspots.

The proposed agreement offers the following benefits:

- Based on 71 devices the new rates with consolidated billing will save the City approximately \$702/month, \$8424/annually.
 - Current cost is approximately \$2244/month, \$26,928/annually.
 - New cost will be approximately \$1542/month, \$18,504/annually.
 - New rates will reduce cost approximately 31%.
- 2 year agreement with the option to renew for an additional 2 years upon the expiration of the initial term. The City must maintain a minimum of 57 devices under the proposed agreement.

Cellcom has been providing the City with cellular services since 2007 without any significant issues. It is staff's recommendation to enter into the agreement with consolidated billing to realize significant cost savings.

ATTACHMENTS:

- Reso15-78 (DOCX)
- Cellcom Exhibit A (PDF)
- Cellcom Exhibit B (PDF)
- City of De Pere Agreement 1-15-15 (DOC)
- City of De Pere combined RPA (XLSX)

RESOLUTION #15-78

AUTHORIZING AGREEMENT WITH NEW-CELL, LLC

WHEREAS, the City is in need of renewing its cellular phone service contract; and

WHEREAS, New-Cell, LLC, d/b/a Cellcom, is able to provide cellular phone service upon the terms and conditions of the attached Wireless Telecommunications Equipment and Services Agreement; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Wireless Telecommunications Equipment and Services Agreement 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 21st day of July, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

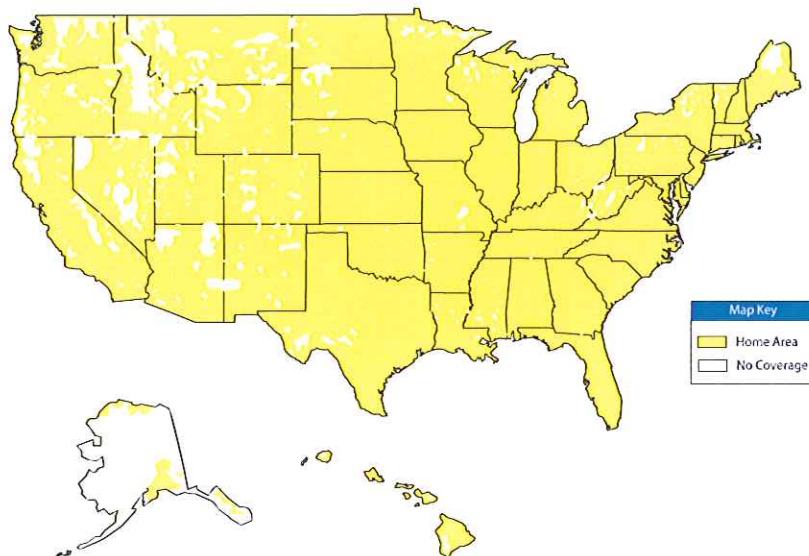
Ayes: _____

Nays: _____

Attachment: Reso15-78 (3727 : Resolution #15-78, Agreement renewal with New Cell, LLC (Cellcom) for cellular services)

US AMERICA

Business Calling Plan



Included Features

- **FREE** Nationwide Long Distance
- **FREE** Calling Features
 - Voice Mail
 - Caller ID
 - Call Waiting
 - 3-Way Calling
- **FREE** Unlimited Domestic Incoming Quik|Txt Messages

Ask about how you can take advantage of \$9.95 Add-A-Lines and other special promotional offers.

Monthly Rate	\$23.96	\$31.96	\$39.96	\$47.96	\$55.96	\$63.96	\$79.96	\$119.96	\$159.96
Anytime Minutes	200	500	700	900	1,100	1,400	2,100	4,000	6,000
Night & Weekend Minutes	500	2,000	UNLIMITED						
Additional Airtime	\$0.39	\$0.39	\$0.39	\$0.39	\$0.39	\$0.35	\$0.25	\$0.25	\$0.25

Share Your Minutes: Add-A-Lines \$19.95 per additional line per month. Available on calling plans \$31.96 or higher, up to 4 lines.

To take advantage of these great savings:

Call 877-611-0008 or visit any authorized Cellcom location.



Important Information: An E911 compliant-COMA phone, compatible with Cellcom's network, is required. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Night and weekend hours are Monday through Friday 9:00 p.m. to 5:59 a.m. and all day Saturday and Sunday. Cellcom-to-Cellcom Minutes require both customers have Cellcom service and are signaling a Cellcom tower. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. See sales representative for details. Calls originating outside of the home area are subject to roaming and long distance charges. See sales representative for details. Cellcom reserves the right to deactivate any voice mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Voice Mail subscribers receive two call forwarding features at no additional charge. Minutes used checking voice mail are deducted from Cellcom-to-Cellcom Minutes while within the Cellcom-to-Cellcom designated area. Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0655. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability. Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A \$25 line set-up fee will be charged on all new line activations. A Regulatory and Other Recovery Fee will be charged on all rate plans. This charge is associated with the cost of administering and complying with government-mandated programs such as Wireless Number Pooling, TTY (Text Telephone), CLEA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A USF (Universal Service Fund) will be charged on all service lines. An E911 or Police and Fire Protection fee will be charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See a retail location or www.cellcom.com/fees for details. Early termination fees may apply and, if applicable, may be reduced proportionately to the remaining months of the term of the agreement.

Business Select Share Plan

A simple, easy to understand plan.

Enjoy unlimited nationwide talk, unlimited messaging and share a pool of data with all lines on your account.

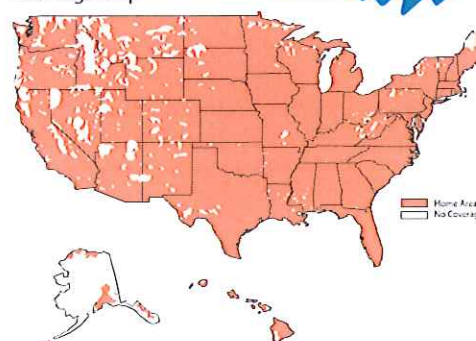
Included Benefits:

- Mobile Hotspot, FREE Basic or Visual Voicemail*, FREE Caller ID, FREE Call Waiting, FREE 3-Way Calling, and Unlimited Domestic and International Messaging.**
- Shareable Data for all devices on your account on the same plan.

*Visual Voicemail available on select devices.

**See cellcom.com for international messaging details.

Coverage Map



STEP 1: Choose your Discounted Data Packages

Plan Options for up to 10 devices per package

Shared Data	100MB*	300MB	1GB	2GB	3GB	4GB	6GB	8GB	10GB	15GB	20GB
Monthly Data Charge	\$10	\$13.50	\$27	\$36	\$45	\$54	\$63	\$72	\$81	\$108	\$135

Plan Options for up to 25 devices per package

Shared Data	1.5 GB*	30GB	40GB	50GB
Monthly Data Charge	\$40.50	\$202.50	\$270	\$337.50

Plan Options for up to 50 devices per package

Shared Data	3.5 GB*	60GB	80GB	100GB
Monthly Data Charge	\$81	\$405	\$540	\$675

Cellcom recommends 1-2GB per Smartphone on your account. Each line must subscribe to a shared data package. Data is shared among all lines on the same calling plan on the same account.

* For accounts with basic devices only.

Data overage is charged at \$10/100MB on the 100MB plan, \$15/300MB on the 300MB plan, and \$15/GB on 1GB+ plans.

STEP 2: Add Phones to Your Plan

Smartphones

Agreement	Less than 10GB Plans	10GB & More Plans
Flex Installment*	\$25/mo.	\$15/mo.
2 Year	\$40/mo.	\$40/mo.
Month to Month**	\$25/mo.	\$15/mo.

Basic Phone

Agreement	Less than 10GB Plans	10GB & More Plans
Flex Installment*	\$25/mo.	\$15/mo.
2 Year	\$30/mo.	\$30/mo.
Month to Month**	\$25/mo.	\$15/mo.

* Flex line access does not include monthly device installments. Price varies by device. See cellcom.com for details.

** Month to month discount is available upon completion of a 2-year service agreement, paying full price for device or bringing own device. Paying full price for device or bringing own device requires a new line activation or completion of existing 2-year service agreement.

STEP 3: Add Other Devices to Your Plan

Device Type	Access Charge
4G LTE Tablets	\$10/mo.
Mobile Broadband & USB Modems	\$20/mo.



Manage and monitor your data usage:

To help you decide how much data you need, use the data usage calculator at <http://www.cellcom.com/calculator.html>

• Change your data allowance at any time without extending your contract.

Add Ons for Share Plans (per line)

MultiRing	\$6.95/month
Nquire/411 Directory Assistance	\$1.99/per use
Call Forwarding	\$0.99/month

Detail Billing
Handset Protection

\$0.99/month
refer to eSecuritel brochure

International Dialing
International Dialing Discount Package

pay per minute
\$3.95/month

Refer to cellcom.com for current long distance rates by country and international roaming options.

Important Information: An E911 compliant CDMA phone, compatible with Cellcom's network, is required. Customer must maintain a billing address within Cellcom's licensed market to be eligible for service. Cellcom reserves the right to terminate service if less than fifty percent (50%) of the customer's credit minutes of airtime are used in Cellcom's licensed market during any three month period during the term of this Agreement. Voice calls originating from or terminating to broadband or tablet devices are billed at a rate of \$4.99 per minute. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. Calls originating outside of the home area are subject to roaming and long distance charges. Cellcom reserves the right to deactivate any mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages deposited for over 60 days. Minutes used checking voicemail are deducted from Nationwide Minutes while within the Cellcom designated area. Call Forwarding includes 60 minutes of forwarding to a non-Cellcom exchange per month. Voice services, including 911, are not available on mobile broadband or tablet devices. Services represented for details. To place an international call, you must dial 011, the country code and the number for the international call. International long distance rates apply in addition to plan minutes or airtime charges when calling from your home calling plan area. While roaming, international long distance rates apply in addition to standard long distance and roaming charges. Rates are subject to change without notice. The International Dialing Discount Package has a monthly feature charge in addition to reduced international long distance rates. Unlimited voice services are for live dialing between two individuals, voicemail, and automated services without additional charges. Unlimited voice service may not be used for conference calling, call forwarding, monitoring services, data transmission, transmission of broadcasts, or transmission of recorded material. Additional situations may apply. If you are using unlimited voice service for anything other than stated as appropriate, Cellcom reserves the right to terminate your service. Messaging and Data Services: Shared data monthly charge and overages will be charged to the primary line on a Share Plan. Use of text messaging, picture messaging, video messaging and other data services is subject to the Data Acceptable Use Policy located at www.cellcom.com/AUP. Sending and receiving picture messages may deduct from your data allowance. Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other cases, there will be no gain. Rate may indicate where rates apply and may not depict actual service availability or service coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographic area, contact Cellcom's Customer Service at (800) 256-0655. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability. Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A line set up fee and early termination fee may apply. If applicable, the early termination fee may be reduced proportionately to the remaining months of the term of the agreement. Universal Service Fund (USF) and regulatory and other recovery fees charged on all service lines. An E911 Fee or Police & Fire Protection fee charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See retail location or www.cellcom.com for details.

CELLULAR TELEPHONE EQUIPMENT AND SERVICE AGREEMENT

THIS AGREEMENT for Cellular Telephone Service ("Services") and/or Cellular Telephone Equipment ("Equipment") is between New-Cell, Inc., a Wisconsin corporation with its principal place of business at 1580 Mid Valley Drive, PO BOX 5370, De Pere, Wisconsin 54115 (d/b/a and hereinafter referred to as "Cellcom"), and the party whose name(s) appear on the reverse side hereof (the "Customer").

EFFECTIVE DATES.

Agreement shall become effective ten (10) days after Cellcom receives a copy of this Agreement signed by Customer, unless Cellcom, in its sole discretion and prior to the expiration of this ten (10)-day period, delivers written notice to Customer of Cellcom's rejection of this Agreement. Upon rejection, this Agreement shall be of no force and/or effect, and Customer shall be required to return to Cellcom all Equipment and/or goods listed hereunder and to pay Cellcom for any Service provided to Customer prior to the rejection.

EQUIPMENT AND SERVICES.

Equipment. Delivery of the Equipment ordered hereunder shall be made in a reasonable length of time. Cellcom is not responsible for loss or damage arising from delays in delivery thereof attributable to matters outside its direct control. If Customer is dissatisfied with the quality or quantity of goods received, Customer shall make Customer's objections thereto in writing and mail by certified or registered, return receipt requested addressed to Cellcom at its address as set forth above, within thirty (30) days of delivery of such Equipment. Absent provision of such notice of dissatisfaction by Customer, Customer hereby agrees and acknowledges that the quantity and quality of the goods provided by Cellcom conform to the terms of this Agreement and are satisfactory.

Services. Services hereunder shall only be available to cellular telephone units properly equipped and installed to accept such Services. Such units will only be available to such units when those units are within the range of the cell sites located in Cellcom's service area. Such Services are subject to transmission limitations caused by atmospheric or geographic conditions. The Services may be temporarily refused or limited due to the cellular system's capacity limitations. Services to any or all customers may be temporarily interrupted or curtailed, without notice, for equipment modifications, upgrades, relocations, repairs or similar activities necessary for the proper or improved operations of the system.

General Provisions. Each financially responsible individual, business, or entity identified on the front side hereof shall be jointly and severally liable for payment of all equipment purchase charges, all service charges and all toll charges recorded to Customer's access number. A service fee is made for each use of the cellular system, whether the call is incoming or outgoing and whether made in or out of Cellcom's service area. The Equipment nor the Services shall be used by Customer for any purpose that is in violation of federal, state or local law, nor shall the same be used in such manner as to unreasonably interfere with the use of the Services by one or more other customers.

LIABILITY DISCLAIMER AND INDEMNIFICATION.

EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS NEITHER THE MANUFACTURER NOR THE AGENT OF THE MANUFACTURER OF THE EQUIPMENT PROVIDED HEREUNDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND REGARDING THE EQUIPMENT AND THAT CELLCOM DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL CELLCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED IN WHOLE OR IN PART BY AN EQUIPMENT MALFUNCTION OR FAILURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING EQUIPMENT, AND OTHER ADDITIONAL EXPENSES, EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SERVICE REPAIRS. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS UNDER NO DUTY OR OBLIGATION TO PERFORM ANY SERVICE, MAINTENANCE, OR REPAIR (COLLECTIVELY, "REPAIRS") OF THE EQUIPMENT PROVIDED HEREUNDER, NOR DOES THIS AGREEMENT CREATE SUCH A DUTY OR OBLIGATION. NOTWITHSTANDING, CELLCOM MAY PERFORM SUCH REPAIRS AT CUSTOMER'S REQUEST AND PURSUANT TO THE TERMS AND CONDITIONS OF AN AGREEMENT FOR SUCH REPAIRS. IN THE EVENT CELLCOM PERFORMS SUCH REPAIRS, AND NOTWITHSTANDING THE TERMS OR CONDITIONS OF ANY SUCH AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM'S LIABILITY, AND CUSTOMER'S SOLE REMEDY FOR DEFECTS IN REPAIRS PERFORMED BY CELLCOM SHALL BE LIMITED TO THE COST OF SUCH REPAIRS; AND, UNDER NO CIRCUMSTANCES, SHALL CELLCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, CELLCOM WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, IF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, RESULTING, IN WHOLE OR IN PART, FROM CUSTOMER'S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE. IN ADDITION, CUSTOMER'S WARRANTIES SPECIFIED HEREIN SHALL NOT APPLY TO ANY EQUIPMENT THAT HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN CELLCOM OR THE MANUFACTURER OF SUCH EQUIPMENT, OR TO ANY EQUIPMENT NOT OPERATED IN ACCORDANCE WITH THE MANUFACTURER'S OR CELLCOM'S DIRECTIONS REGARDING SUCH USE.

ADDITIONAL LIMITATIONS. It is further specifically agreed as to the Equipment and Services provided hereunder that Cellcom shall NOT be liable to Customer or any other party for:

- any injury to person or damage to property resulting from any negligent or unintentional acts or omissions of Cellcom, its employees, agents or subcontractors;
- any damage or loss by Customer as a result of any partial or complete interruption in the operation of its business or for any failure of any of its products or Services;
- any direct, indirect, special, incidental or consequential damages of any kind sustained by Customer or any other person or entity for any failure of Cellcom's Equipment, for the inability of Cellcom to promptly or properly repair Customer's Equipment, for any interruption of any Service now or hereafter provided by Cellcom or for the loss of any transmission or the information contained therein.

INDEMNIFICATION. Customer agrees to indemnify and hold Cellcom harmless from all claims, actions, suits, demands and judgments, including attorney's fees and costs, which Cellcom may incur in defending itself against any of the aforesaid arising from Customer's use or possession of the Equipment, goods or Services supplied, worked on, or provided by Cellcom or its employees, agents or designers, including, but not limited to, any expenses arising from actions brought under the Occupational Safety and Health Act or other governmental regulations or actions brought by third parties.

TERMINATION OF SERVICE.

Customer may terminate this Agreement prior to the expiration of the Agreement term specified on the reverse side hereof by delivering written notice to Cellcom of Customer's intention to terminate this Agreement and the effective date of such termination (which shall be no less than ten business days after Cellcom's receipt of Customer's notice). Notwithstanding any such termination, Customer shall be responsible for payment of outstanding charges on Customer's account at the time of such termination and shall pay to Cellcom a "Service Cancellation Charge" prior to the effective date of Customer's termination. If Customer obtained a "Smart Phone" for use on Customer's account, the Service Cancellation Charge shall be One Hundred and Fifty Dollars (\$150.00), reduced by Ten Dollars (\$10.00) per month for each completed month of the term of this Agreement. If Customer obtained a standard mobile device for use on Customer's account, the Service Cancellation Charge shall be One Hundred Seventy-Five Dollars (\$175.00), reduced by Five Dollars (\$5.00) for each completed month of the term of this Agreement. Customer acknowledges and agrees that Cellcom shall offer damages as a result of Customer's early termination of this Agreement and that the Service Cancellation Charge is a reasonable estimation of such damages and shall be construed as liquidated damages, and not a penalty.

Cellcom may, after giving prior written notice to Customer, terminate or temporarily discontinue or restrict Customer's Service if: (1) Customer fails to pay any charge due or otherwise violates any term of this Agreement, (2) Customer fails to maintain a billing address within Cellcom's licensed service area, or (3) Customer utilizes less than fifty percent (50%) of Customer's overall minutes of airtime within Cellcom's licensed market during any three month period during the term of this Agreement. In addition, Cellcom may discontinue Customer's Service without prior notice if: (4) Customer's use of the Service is reasonably suspected of being used in an illegal or other manner that causes or is likely to cause any form of harm to Cellcom or any other person, or (5) Customer commits or assists a third party in committing cellular or subscriber fraud. "Cellular fraud" is defined as the unauthorized use, tampering, or manipulation of a wireless phone or service and specifically includes acts of cloning (i.e., the manipulation of wireless phones to cause the phone to transmit the electronic serial number and telephone number belonging to another phone). "Subscriber fraud" is defined as the use of wireless services using fraudulently obtained customer information or false identification.

Cellcom, in its sole discretion, undertakes litigation or collection efforts against Customer to enforce the terms of this Agreement. Cellcom prevails in such efforts. Customer shall be responsible to reimburse Cellcom for all costs and expenses, including actual attorney's fees, incurred by Cellcom relative to such efforts, unless otherwise precluded by law. Further, in the event such litigation or collection effort arises from, or results in, the termination of this Agreement prior to the expiration of its term, Customer shall be liable to Cellcom for the Service Cancellation Charge (in addition to all outstanding charges on Customer's account at the time of such termination).

The term of this Agreement shall be tolled, and its expiration date extended, for any periods during which Customer's Service is suspended due to nonpayment or other violations of the terms of this Agreement by Customer. Upon Customer's cure of such violation, Cellcom may, acting in its sole discretion, reactivate Customer's Service and shall be entitled to charge Customer a reasonable reactivation fee.

5. ACCESS NUMBER.

A. Cellcom reserves the right, in its sole discretion, to change Customer's access number upon notice to the Customer. Customer acknowledges that Customer has no proprietary or ownership rights or interest in or to Customer's number(s), except as allowed for by law, and cannot acquire such rights or interest through usage, publication or otherwise.

B. Customer may request that Customer's access number(s) be transferred to or from another service provider within the same local geographic area.

C. If Customer transfers the access number(s) to Cellcom, all activation requirements and charges, including credit approval, apply. Customer remains liable for charges (including cancellation fees) incurred with a former service provider. If a transfer is unsuccessful and the request is cancelled, and Customer does not ask Cellcom to assign a new number, Customer shall be required to return to Cellcom all Equipment and/or goods supplied hereunder.

D. If Customer requests to transfer the access number(s) to another service provider, this request will be considered a notice of Customer's intention to terminate Service; and the terms of the Agreement set forth in the Termination of Service paragraphs will apply. Upon request, all amounts then owed to Cellcom (including the Service Cancellation Charge and any amounts that appear on the final invoice) shall become immediately due. If a transfer is unsuccessful for any reason, Customer's Service will not terminate, and Customer will continue to be responsible for all Service or other charges (not the Service Cancellation Charge).

E. When transferring access numbers to another service provider, voice mail, phone book or other Services will be lost.

F. Cellcom does not guarantee, in any way, that such access number transfers to or from Cellcom will be successful.

6. RATES AND CHARGES.

A. Customer acknowledges that it is responsible to pay to Cellcom all toll charges resulting from the use of the Service for calls, incoming or outgoing, either within or outside Cellcom's service area. Customer must also pay for all charges on calls billed to Customer's access number. Such charges are in addition to the charges for Service usage. Each partial minute of airtime shall be billed as a full minute unless otherwise noted for Customer's billing plan. Payment of the Service bill is due on the date when indicated on said bill. A balance which remains unpaid as of the next billing date shall accrue interest at the monthly rate of 1 1/2%, or the highest amount allowable by law, whichever is lower, from the original due date until such balance is paid in full.

B. Except as may be prohibited by law, Cellcom reserves the right to amend the terms and conditions of this Agreement, including, but not limited to, Customer's rate plan and rates charged to Customer under applicable rate plans, upon notice to Customer and the expiration of a thirty (30)-day objection period afforded to Customer. If, after receiving any such notice from Cellcom, Customer desires to terminate this Agreement due to the proposed amendment(s), Customer shall, within thirty (30) days of receipt of Cellcom's notice, deliver written notice of termination to Cellcom; and this Agreement and Customer's ability to utilize the Services shall terminate on the fifth (5th) day following Cellcom's receipt of Customer's notice of termination. Notwithstanding, if Customer utilizes the Services or makes payment to Cellcom thereafter after Customer's receipt of Cellcom's notice, Customer shall be deemed to have agreed to Cellcom's proposed amendment(s) and shall not thereafter have any right to terminate this Agreement due to such amendment(s).

C. There may be added to any charges incurred by Customer amounts equal to any industry-wide surcharges and/or fees and any surcharge, duty, levy, tax, or withholding, including, but not limited to, sales, property, ad valorem, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or federal government or governmental agency with respect to the Services, or with respect to services provided to customers, excepting only taxes on the income of Cellcom. In addition, there may be added to any charges, additional charges to reimburse Cellcom for its reasonable and necessary costs and expenses incurred in maintaining compliance with regulatory requirements imposed by any local, state, or federal government or governmental agency having jurisdiction over Cellcom.

D. In the event Customer accesses or uses Cellcom's text or data services, Customer shall be responsible for all charges and the prompt payment of these services regardless of who initiates the activity or whether the Customer's Equipment actually received the data. This includes, but is not limited to, the amount of data associated with a particular service (games, ringtones, screen savers, picture messaging etc.), additional data usage in accessing, transporting and routing this service on Cellcom's network, data from partial or interrupted downloads, re-sent data, and data associated with unsuccessful attempts to reach websites or use applications. The charges for Customer's access to or use of the text or data services shall be in addition to any charges specified in Customer's rate plan. Text and data usage may be charged against a feature package or on a fixed price per unit. Customer may not utilize airtime or any other benefit specified in Customer's rate plan as payment or credit towards Customer's access to or utilization of Cellcom's text or data services. Downloads cannot be transferred if phone is returned, upgraded or exchanged or lost. Estimates of data usage may not be an accurate predictor of actual usage. Data usage is measured and billed in kilobyte increments. Partial kilobyte increments of use will be rounded to the next full kilobyte. Unused kilobytes may not be carried over to subsequent monthly billing cycles. Customer may not receive voice calls while using data services. Customer may have access to "Premium Services" that are available for an additional charge (e.g., games, ringtones, screen savers and other items). Customer will be billed for Premium Service purchases based on the charges as specified at purchase. Subject to the terms of the content purchased, Cellcom may delete premium and non-premium items downloaded to any storage area Cellcom may provide, including any pictures, games and other content. We may limit the amount of Premium Services you may purchase in a specific timeframe (month, week, day or other period). We may terminate services without notice for any misuse. Customer's access to, and use of, Cellcom's text and data services is further governed by Cellcom's "Data Acceptable Use Policy," which can be found at www.cellcom.com/AUP. Among other things, the Data Acceptable Use Policy provides that Cellcom may terminate Customer's access to or use of Cellcom's text or data services at any time and without notice to Customer in the event Customer violates any term or condition of the Data Acceptable Use Policy.

E. When Customer provides a check as payment, Customer authorizes Cellcom to make a one-time electronic funds transfer from Customer's account. Therefore, funds may be withdrawn from Customer's account on the same day Customer's payment is received. Customer will not receive Customer's check back from Customer's financial institution.

7. MISCELLANEOUS PROVISIONS.

A. Entire Agreement. This instrument, together with all attachments and any other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom. The acceptance by Cellcom of any payment after it shall become due shall not constitute or be construed as a waiver of any or all of Cellcom's rights hereunder.

B. Assignment and Interpretation. This instrument shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto; provided, however, that Customer may not assign this Agreement, or any or all rights or obligations hereunder, to any third party without the prior written consent of Cellcom. The interpretation of this Agreement shall be subject to the laws of the State of Wisconsin.

C. Severability. The invalidity of any portion of any provision of this instrument shall not affect the validity of the remainder of the provisions hereof.

D. Service Fee. Customer will be billed monthly for Service pursuant to the terms of Cellcom's current Service price list for the one-year or two-year pricing package. Customer may change to other pricing plans available to existing customers, but the term of this Agreement will remain unchanged unless such term is otherwise extended under the terms of another pricing package selected by Customer.

E. Cellcom, in its sole discretion, may require Customer to provide a security deposit as a precondition to Service activation in an amount determined by Cellcom. Upon termination or expiration of this Agreement, Cellcom shall have the right to apply all or any part of the security deposit to the outstanding balance on Customer's account. If any surplus remains, such surplus shall be refunded to Customer. If Customer so requests, in a writing delivered prior to the expiration or termination of this Agreement, Cellcom shall refund the security deposit to Customer if the following conditions are met:

- 1.) Customer paid to Cellcom Customer's monthly invoices in a full and timely fashion in accordance with the terms of this Agreement and Cellcom's invoices for a period of not less than twelve (12) consecutive months; and
 - 2.) Customer's most recent bill has likewise been paid in a full and timely fashion.
- 3.) Cellcom has received a verbal or written request for the refund. If Customer terminates service with Cellcom at any time, the deposit will be applied toward Customer's final bill. If any surplus remains, the balance will be refunded to Customer.

F. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen Equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost Equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment for such charges is due.

G. Technology Enhancements. Cellcom reserves the right to change your wireless phone's software or programming, over the air, without notice.

**WIRELESS TELECOMMUNICATIONS EQUIPMENT
AND SERVICE AGREEMENT**

THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT (hereinafter, the "Agreement") is made, entered into, and effective this ____ day of _____ 2015, by and between **NEW-CELL, LLC.**, a Wisconsin corporation (doing business as and hereinafter referred to as "Cellcom"), and **City of De Pere**, (hereinafter, "Customer").

Provision Of Telecommunications Services and Related Equipment

1.A. **Services.** Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service accounts (hereinafter, an "Account" or "Accounts") through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom's offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 57 Accounts (the "Account Minimum") on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Master Service Agreement in the form attached as Exhibit B; and this Master Service Agreement shall also govern the availability of the services on each Account.

1.B. **Additional Features.** Customer may add additional features to any or all Accounts, with the additional charges for such additional features set forth on Exhibit A.

1.C. **Employee Discount Plan.** Cellcom will make available to employees of Customer wireless telecommunications services upon the terms and conditions of Cellcom's then-current Employee Discount Plan. All employees are eligible to apply for the benefits provided pursuant to this paragraph upon the execution of Cellcom's Service Agreement, provided that such employee is a new Cellcom subscriber and that the home address of the employee is within the Cellcom Service Area. The employee must agree to be and remain financially responsible for all charges incurred pursuant to such Service Agreement. Cellcom reserves the sole and exclusive right to limit, deny, or terminate service to any applicant or employee hereunder. Cellcom may terminate these benefits for any employee who, during the term of this Agreement, ceases to be an employee of Customer. In addition, Cellcom may terminate these benefits upon the expiration or termination of this Agreement.

Rates and Charges

2.A. **Monthly Service Charges.** Each Account maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in Exhibit A.

2.B. **Additional Air Time and Roaming Charges.** Each Account maintained by Customer pursuant to this Agreement shall include the allotment of "free" air time for use in the "home" area as set forth in Exhibit A. Customer shall incur an additional charge for each minute of air time utilized in excess of such allotment for each Account, with each Account considered individually for these purposes. Additionally, Customer shall incur additional roaming charges per minute for each minute of air time utilized outside the "home" area identified in Exhibit A.

2.C. **Payment.** Cellcom shall invoice Customer for the aggregated total of the monthly service, additional air time, roaming charges and additional equipment expenses incurred by all Accounts maintained by Customer pursuant to this Agreement; and Customer shall pay each such invoice within thirty (30) days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1½%, or the highest amount allowed by law, whichever is lower.

Term, Renewal and Termination

3.A. **Initial Term.** The Initial Term of this Agreement shall be two (2) years, commencing on the date first written above and ending on the second (2nd) anniversary thereof.

3.B. **Renewal Terms.** Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive two-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.

3.C. **Termination.** This Agreement may be terminated prior to the end of the Initial or then-current Renewal Term as follows:

3.C.1. **Automatic Termination.** This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of the creditors; or (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within ninety (90) days of commencement.

3.C.2. **Default.** In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be ten (10) days for a monetary default and thirty (30) days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.

3.D. **Early Termination of Accounts and Effect of Non-Renewal of Agreement.**

3.D.1. **Termination of Accounts.** Customer may, at any time during the Term of this Agreement, terminate one or more Accounts maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom advance written notice of such termination. In the event any such termination causes Customer to thereafter maintain fewer active Accounts than the Account Minimum, Customer must also pay to Cellcom a "Termination Fee" for each terminated Account below the Account Minimum. The Termination Fee shall be payable at the time Customer delivers its notice of termination, and shall be determined by reference to the devices activated on the terminated Account(s) falling below the Account Minimum.

- (i) For each standard device activated on the terminated Account(s), the Termination Fee shall include One Hundred Seventy-Five Dollars (\$175.00), which amount shall be reduced by Five Dollars (\$5.00) for each completed month of the term of this Agreement; and
- (ii) for each "Smart Phone" activated on the terminated Account(s), the Termination Fee shall include Three Hundred Fifty Dollars (\$350.00), which amount shall be reduced by Ten Dollars (\$10.00) for each completed month of the term of this Agreement.

Notwithstanding any such termination of one or more Accounts, this Agreement shall remain in effect as to all other Accounts maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the account allowance provided to Customer based on the number of remaining Accounts and the remaining time left in the then-current Term.

3.D.2. **Effect of Non-Renewal of Agreement.** In the event Customer does not renew this Agreement for at least one Renewal Term, Customer shall pay to Cellcom One Hundred Seventy-Five Dollars (\$175.00) for each standard device and Three Hundred Fifty Dollars (\$350.00) for each "Smart Phone" activated within the final ninety (90) days of the Initial Term. Upon the expiration of the Term, whether following an Initial Term or one or more Renewal Terms, Customer may maintain Accounts established pursuant to this Agreement on a month-to-month basis thereafter; provided, however, the terms and conditions (including rates and charges) applicable to all such Accounts shall be determined by reference to Cellcom's then-current rate plans generally made available to the public (without regard to the terms and conditions of this Agreement).

Miscellaneous

4.A. Entire Agreement. This Agreement, together with all exhibits and other attachments and other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom.

4.B. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment is due.

4.C. Notices. All notices permitted or required to be given under the terms of this Agreement shall be deemed to have been given when delivered personally or deposited in the United States mail, certified, postage pre-paid, and addressed as follows:

If to Cellcom:	New-Cell, LLC. d/b/a Cellcom 1580 Mid-Valley Drive DePere, WI 54115
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If to Customer:	City of De Pere 335 S. Broadway De Pere, WI 54115
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IN WITNESS WHEREOF, Cellcom and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

NEW-CELL, LLC.

By: _____
_____ Its _____

CITY OF DE PERE

By: _____
_____ Its _____

EXHIBIT A**Rate Plan and Account Features**

EXHIBIT B**Master Service Agreement**

Attachment: City of De Pere Agreement 1-15-15 (3727 : Resolution #15-78, Agreement renewal with New Cell, LLC (Cellcom) for cellular

CITY OF DE PERE

RATE PLAN ANALYSIS

Mobile Number	Current Plan	\$ Airtime	Min Peak	Min Offpeak	M2M	Incoming	Data (MB)	\$ Features	Total	New Plan	New Plan \$	\$ Airtime	\$ Features	Total	Savings
(920) 445-4769	\$ 10.00	\$ -	0	0	0	0	6	\$ -	\$ 10.00	SHARE	\$ 10.00	\$ -	\$ -	\$ 10.00	\$0.00
(920) 445-4772	\$ 10.00	\$ -	0	0	0	0	4	\$ -	\$ 10.00	SHARE	\$ 10.00	\$ -	\$ -	\$ 10.00	\$0.00
(920) 606-1345	\$ 10.00	\$ -	0	0	0	0	11	\$ 63.00	\$ 73.00	SHARE	\$ 10.00	\$ -	\$ 45.00	\$ 55.00	\$18.00
(920) 606-2122	\$ 10.00	\$ -	0	0	0	0	5	\$ -	\$ 10.00	SHARE	\$ 10.00	\$ -	\$ -	\$ 10.00	\$0.00
(920) 606-3408	\$ 10.00	\$ -	0	0	0	0	5	\$ -	\$ 10.00	SHARE	\$ 10.00	\$ -	\$ -	\$ 10.00	\$0.00
(920) 606-5054	\$ 4.75	\$ -	0	0	0	0	0	\$ 9.95	\$ 14.70	REG GOV	\$ -	\$ -	\$ 9.95	\$ 9.95	\$4.75
(920) 615-1768	\$ 4.75	\$ -	0	0	0	0	0	\$ 10.00	\$ 14.75	REG GOV	\$ -	\$ -	\$ 10.00	\$ 10.00	\$4.75
(920) 615-4105	\$ 9.95	\$ -	1	0	3	25	0	\$ -	\$ 9.95	REG GOV	\$ -	\$ -	\$ 2.61	\$ 2.61	\$7.34
(920) 615-5686	\$ 4.75	\$ 6.42	69	2	0	0	0	\$ -	\$ 11.17	REG GOV	\$ -	\$ 6.42	\$ -	\$ 6.42	\$4.75
(920) 621-7026	\$ 9.95	\$ -	313	144	394	193	0	\$ -	\$ 9.95	USA700	\$ 9.95	\$ -	\$ -	\$ 9.95	\$0.00
(920) 621-7822	\$ 9.95	\$ -	30	5	79	115	0	\$ -	\$ 9.95	USA700	\$ 9.95	\$ -	\$ -	\$ 9.95	(\$0.00)
(920) 621-7823	\$ 9.95	\$ -	28	5	124	184	0	\$ -	\$ 9.95	USA700	\$ 9.95	\$ -	\$ -	\$ 9.95	(\$0.00)
(920) 621-8927	\$ 9.95	\$ -	7	4	23	83	0	\$ -	\$ 9.95	USA700	\$ 39.96	\$ -	\$ -	\$ 39.96	(\$30.01)
(920) 639-1000	\$ 40.00	\$ -	116	22	2	15	176	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 639-1001	\$ 40.00	\$ -	599	117	79	33	53	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 639-1002	\$ 39.96	\$ -	95	11	173	321	0	\$ -	\$ 39.96	USA700	\$ 39.96	\$ -	\$ -	\$ 39.96	\$0.00
(920) 639-1003	\$ 40.00	\$ -	645	216	356	302	1778	\$ 9.99	\$ 49.99	SHARE	\$ 30.00	\$ -	\$ 9.99	\$ 39.99	\$10.00
(920) 639-1004	\$ 9.95	\$ -	58	8	59	156	0	\$ -	\$ 9.95	USA700	\$ 9.95	\$ -	\$ -	\$ 9.95	(\$0.00)
(920) 639-1005	\$ 9.95	\$ -	97	2	46	56	0	\$ -	\$ 9.95	USA700	\$ 9.95	\$ -	\$ -	\$ 9.95	(\$0.00)
(920) 639-1009	\$ 39.96	\$ -	25	5	30	37	0	\$ -	\$ 39.96	USA700	\$ 39.96	\$ -	\$ -	\$ 39.96	\$0.00
(920) 639-1012	\$ 39.96	\$ -	0	0	0	0	0	\$ -	\$ 39.96	REG GOV	\$ -	\$ -	\$ -	\$ -	\$39.96
(920) 639-1015	\$ 40.00	\$ -	406	122	208	189	1602	\$ 81.99	\$ 121.99	SHARE	\$ 30.00	\$ -	\$ 54.99	\$ 84.99	\$37.00
(920) 639-1019	\$ 40.00	\$ -	169	2	139	60	150	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 639-1038	\$ 40.00	\$ -	182	82	85	106	121	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 639-1094	\$ 9.95	\$ -	31	0	6	25	0	\$ -	\$ 9.95	USA700	\$ 9.95	\$ -	\$ -	\$ 9.95	\$0.00
(920) 639-1147	\$ 9.95	\$ -	3	0	9	12	0	\$ -	\$ 9.95	REG GOV	\$ -	\$ 2.16	\$ -	\$ 2.16	\$7.79
(920) 639-1209	\$ 9.95	\$ -	19	137	179	306	0	\$ -	\$ 9.95	USA700	\$ 9.95	\$ -	\$ -	\$ 9.95	\$0.00
(920) 639-1320	\$ 39.96	\$ -	4	0	19	11	0	\$ -	\$ 39.96	REG GOV	\$ -	\$ 3.06	\$ -	\$ 3.06	\$36.90
(920) 639-1336	\$ 9.95	\$ -	193	8	216	253	0	\$ 15.00	\$ 24.95	USA700	\$ 9.95	\$ -	\$ 15.00	\$ 24.95	\$0.00
(920) 639-1775	\$ 4.75	\$ -	0	0	0	0	0	\$ -	\$ 4.75	REG GOV	\$ -	\$ -	\$ -	\$ -	\$4.75
(920) 639-2018	\$ 9.95	\$ -	1	0	4	5	0	\$ -	\$ 9.95	REG GOV	\$ -	\$ 0.90	\$ -	\$ 0.90	\$9.05
(920) 639-2085	\$ 9.95	\$ -	0	0	0	0	0	\$ -	\$ 9.95	REG GOV	\$ -	\$ -	\$ -	\$ -	\$9.95
(920) 639-2330	\$ 9.95	\$ -	11	0	9	24	0	\$ 3.95	\$ 13.90	USA700	\$ 9.95	\$ -	\$ 3.95	\$ 13.90	\$0.00
(920) 639-3415	\$ 40.00	\$ -	273	56	97	135	298	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 639-5002	\$ 4.75	\$ 0.12	1	0	0	0	0	\$ -	\$ 4.87	REG GOV	\$ -	\$ 0.12	\$ -	\$ 0.12	\$4.75
(920) 639-5655	\$ 40.00	\$ -	19	0	1	0	59	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 639-8344	\$ 9.95	\$ -	3	74	12	14	0	\$ 6.95	\$ 16.90	USA700	\$ 9.95	\$ -	\$ 6.95	\$ 16.90	\$0.00
(920) 621-8594	\$ 49.95	\$ -	122	2	34	207	158	\$ 40.00	\$ 89.95	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$59.95
(920) 370-6399	\$ 4.75	\$ -	0	0	0	0	0	\$ -	\$ 4.75	REG GOV	\$ -	\$ -	\$ -	\$ -	\$4.75
(920) 606-4518	\$ 9.95	\$ -	12	4	20	122	0	\$ -	\$ 9.95	USA700	\$ 9.95	\$ -	\$ -	\$ 9.95	(\$0.00)
(920) 609-9482	\$ 9.95	\$ -	9	0	1	0	0	\$ 0.99	\$ 10.94	REG GOV	\$ -	\$ 0.90	\$ 0.99	\$ 1.89	\$9.05
(920) 615-6538	\$ 9.95	\$ -	26	1	32	51	0	\$ 9.95	\$ 19.90	USA700	\$ 9.95	\$ -	\$ 9.95	\$ 19.90	\$0.00
(920) 621-0747	\$ 43.95	\$ -	38	250	30	64	0	\$ 0.99	\$ 44.94	USA700	\$ 9.95	\$ -	\$ 0.99	\$ 10.94	\$34.00
(920) 621-1230	\$ 43.95	\$ -	190	25	37	55	150	\$ 40.99	\$ 84.94	SHARE	\$ 30.00	\$ -	\$ 0.99	\$ 30.99	\$53.95
(920) 621-3640	\$ 9.95	\$ -	58	44	35	33	0	\$ -	\$ 9.95	USA700	\$ 9.95	\$ -	\$ -	\$ 9.95	(\$0.00)
(920) 639-3307	\$ 9.95	\$ -	160	134	67	48	0	\$ 0.99	\$ 10.94	USA700	\$ 9.95	\$ -	\$ 0.99	\$ 10.94	(\$0.00)
(920) 639-4796	\$ 9.95	\$ -	0	0	0	0	0	\$ 0.99	\$ 10.94	REG GOV	\$ -	\$ -	\$ 0.99	\$ 0.99	\$9.95
(920) 639-4804	\$ 9.95	\$ -	37	0	6	0	0	\$ 0.99	\$ 10.94	REG GOV	\$ -	\$ 3.87	\$ 0.99	\$ 4.86	\$6.08
(920) 639-9736	\$ 43.95	\$ -	203	86	66	348	1624	\$ 40.99	\$ 84.94	SHARE	\$ 30.00	\$ -	\$ 0.99	\$ 30.99	\$53.95
(920) 655-2396	\$ 40.00	\$ -	0	0	0	0	0	\$ -	\$ 40.00	SHARE	\$ 20.00	\$ -	\$ -	\$ 20.00	\$20.00
(920) 660-0833	\$ 9.95	\$ -	13	58	4	26	247	\$ 40.99	\$ 50.94	SHARE	\$ 30.00	\$ -	\$ 0.99	\$ 30.99	\$19.95
(920) 676-1492	\$ 43.95	\$ -	115	225	126	83	0	\$ 10.94	\$ 54.89	USA700	\$ 39.96	\$ -	\$ 0.99	\$ 40.95	\$13.94
(920) 676-2110	\$ 9.95	\$ -	5	2	0	0	0	\$ 1.98	\$ 11.93	REG GOV	\$ -	\$ 0.63	\$ 1.98	\$ 2.61	\$9.32

Completed:

(920) 676-2112	\$ 9.95	\$ -	45	13	9	9	60	\$ 40.99	\$ 50.94	SHARE	\$ 30.00	\$ -	\$ 0.99	\$ 30.99	\$19.95
(920) 676-8312	\$ 9.95	\$ -	67	151	34	33	0	\$ 0.99	\$ 10.94	USA700	\$ 39.96	\$ -	\$ 0.99	\$ 40.95	(\$30.01)
(920) 680-1430	\$ 9.95	\$ -	75	137	36	48	0	\$ 0.99	\$ 10.94	USA700	\$ 39.96	\$ -	\$ 0.99	\$ 40.95	(\$30.01)
(920) 680-4655	\$ 9.95	\$ -	132	68	118	94	0	\$ 0.99	\$ 10.94	USA700	\$ 9.95	\$ -	\$ 0.99	\$ 10.94	(\$0.00)
(920) 680-4656	\$ 9.95	\$ -	45	91	27	27	0	\$ 0.99	\$ 10.94	USA700	\$ 9.95	\$ -	\$ 0.99	\$ 10.94	(\$0.00)
(920) 445-4801	\$ 40.00	\$ -	107	24	11	22	122	\$ 45.00	\$ 85.00	SHARE	\$ 30.00	\$ -	\$ 45.00	\$ 75.00	\$10.00
(920) 445-4802	\$ 40.00	\$ -	38	10	11	13	38	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 445-4803	\$ 40.00	\$ -	70	21	55	24	31	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 445-4804	\$ 40.00	\$ -	329	40	216	91	40	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 445-4805	\$ 40.00	\$ -	2	0	1	0	25	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 445-4806	\$ 40.00	\$ -	1	0	0	0	24	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 445-4807	\$ 40.00	\$ -	25	34	3	2	67	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 445-4808	\$ 40.00	\$ -	39	27	1	1	41	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 445-4809	\$ 40.00	\$ -	7	0	6	5	17	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 445-4810	\$ 40.00	\$ -	8	0	5	3	27	\$ -	\$ 40.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$10.00
(920) 609-5302	\$ 20.00	\$ -	0	0	0	0	219	\$ 81.00	\$ 101.00	SHARE	\$ 20.00	\$ -	\$ 45.00	\$ 65.00	\$36.00
(920) 660-0302	\$ 34.95	\$ -	139	13	136	0	107	\$ 40.00	\$ 74.95	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$44.95
(920) 445-4795	\$ 40.00	\$ -	6	3	0	0	29	\$ 27.00	\$ 67.00	SHARE	\$ 30.00	\$ -	\$ -	\$ 30.00	\$37.00
TOTALS:	\$ 1,607.59	\$ 6.54	5521	2485	3479	4069	7294	\$ 629.57	\$ 2,243.70		\$ 1,248.91	\$ 20.67	\$ 271.62	#####	\$702.50
Estimated Savings															\$702.50

Current Features Per Line:

(920) 606-1345	\$ 63.00	Shared 6GB Data Package
(920) 606-5054	\$ 9.95	Cellcom Xtras
(920) 615-1768	\$ 10.00	75MB Data Pack
(920) 639-1003	\$ 9.99	Tier 3 Total Coverage
(920) 639-1015	\$ 9.99	Tier 3 Total Coverage
	\$ 72.00	Shared 8GB Data Package
(920) 639-1336	\$ 15.00	75MB Value Pack
(920) 639-2330	\$ 3.95	QuikTxT 100
(920) 639-8344	\$ 6.95	Multi Ring
(920) 621-8594	\$ 40.00	2GB Value Pack
(920) 609-9482	\$ 0.99	Call Forward Immediate
(920) 615-6538	\$ 9.95	QuikTxT Unlimited
(920) 621-0747	\$ 0.99	Detail Airtime
(920) 621-1230	\$ 40.00	2GB Value Pack
	\$ 0.99	Detail Airtime
(920) 639-3307	\$ 0.99	Detail Airtime
(920) 639-4796	\$ 0.99	Detail Airtime
(920) 639-4804	\$ 0.99	Detail Airtime
(920) 639-9736	\$ 40.00	2GB Value Pack
	\$ 0.99	Detail Airtime
(920) 660-0833	\$ 40.00	2GB Value Pack
	\$ 0.99	Detail Airtime
(920) 676-1492	\$ 9.95	100 NW Roam Minutes
	\$ 0.99	Detail Airtime
(920) 676-2110	\$ 0.99	Call Forward Delay
	\$ 0.99	Detail Airtime
(920) 676-2112	\$ 40.00	Detail Airtime
	\$ 0.99	Detail Airtime
(920) 676-8312	\$ 0.99	Detail Airtime
(920) 680-1430	\$ 0.99	Detail Airtime
(920) 680-4655	\$ 0.99	Detail Airtime
(920) 680-4656	\$ 0.99	Detail Airtime
(920) 445-4801	\$ 45.00	Shared 3GB Data Package
(920) 609-5302	\$ 81.00	Shared 10GB Data Package
(920) 660-0302	\$ 40.00	2GB Value Package
(920) 445-4795	\$ 27.00	Shared 1GB Data Package

BUSINESS SHARE PLAN

25 SMARTPHONES AT \$40.00 EACH

2 MOBILE BROADBAND LINES AT \$20.00 EACH

5 TABLETS AT \$10.00 EACH

4 SHARED 3GB DATA PACKAGES AT \$45.00 EACH

Minutes Included:	UNLIMITED	Nationwide Anytime
	UNLIMITED	Nights & Weekends
	UNLIMITED	Cellcom to Cellcom
	UNLIMITED	Incoming
	UNLIMITED	Text Messaging
	UNLIMITED	Picture Messaging

Minutes Used:	3,302	Peak
	791	Offpeak
	1,446	Cellcom to Cellcom
	1,208	Incoming

Data Used:	7	GB
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US AMERICA 700

5 PRIMARY LINES AT \$39.96 EACH

18 SECONDARY LINES AT \$9.95 EACH

Minutes Included:	3,500	Nationwide Anytime
	UNLIMITED	Nights & Weekends
	UNLIMITED	Cellcom to Cellcom
	UNLIMITED	Incoming

Minutes Used:	2,089	Peak
	1,690	Offpeak
	1,991	Cellcom to Cellcom
	2,808	Incoming

New Features Per Line:		
(920) 606-1345	\$ 45.00	Shared 3GB Data Package
(920) 606-5054	\$ 9.95	Cellcom Xtras
(920) 615-1768	\$ 10.00	75MB Data Pack
(920) 639-1003	\$ 9.99	Tier 3 Total Coverage
(920) 639-1015	\$ 9.99	Tier 3 Total Coverage
	\$ 45.00	Shared 3GB Data Package
(920) 639-1336	\$ 15.00	75MB Value Pack
(920) 639-2330	\$ 3.95	QuikTxT 100
(920) 639-8344	\$ 6.95	Multi Ring
(920) 609-9482	\$ 0.99	Call Forward Immediate
(920) 615-6538	\$ 9.95	QuikTxT Unlimited
(920) 621-0747	\$ 0.99	Detail Airtime
(920) 621-1230	\$ 0.99	Detail Airtime
(920) 639-3307	\$ 0.99	Detail Airtime
(920) 639-4796	\$ 0.99	Detail Airtime
(920) 639-4804	\$ 0.99	Detail Airtime
(920) 639-9736	\$ 0.99	Detail Airtime
(920) 660-0833	\$ 0.99	Detail Airtime
(920) 676-1492	\$ 0.99	Detail Airtime
(920) 676-2110	\$ 0.99	Call Forward Delay
	\$ 0.99	Detail Airtime
(920) 676-2112	\$ 0.99	Detail Airtime
(920) 676-8312	\$ 0.99	Detail Airtime
(920) 680-1430	\$ 0.99	Detail Airtime
(920) 680-4655	\$ 0.99	Detail Airtime
(920) 680-4656	\$ 0.99	Detail Airtime
(920) 445-4801	\$ 45.00	Shared 3GB Data Package
(920) 609-5302	\$ 45.00	Shared 3GB Data Package

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-79, Authorizing Sewer Easement Agreement (WD-365 - Expera Nicolet, LLC).

ATTACHMENTS:

- Reso15-79 (DOCX)
- Sewer Easement Agreement (PDF)
- WD-365 (DOCX)
- Map WD-365 (PDF)

RESOLUTION #15-79

AUTHORIZING SEWER EASEMENT AGREEMENT
(WD-365 – Expera Nicolet, LLC)

WHEREAS, the City utilized Mau & Associates to research missing easements for the sanitary sewer along the west side of the Fox River; and

WHEREAS, it was determined that only partial easements existed for the sewer line located on property owned by Expera Nicolet, LLC; and

WHEREAS, the City has requested an easement from Expera Nicolet, LLC for the city facilities not covered by earlier easements, along the terms and conditions of the attached Sewer Easement Agreement, which includes language identical to the earlier recorded Easements on Expera property whereby the City obligates itself to the payment of certain costs associated with the easement.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Sewer Easement Agreement as attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are further 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 21st day of July, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-79 (3708 : Resolution #15-79, Authorizing Sewer Easement Agreement)

DOCUMENT NO.

SEWER EASEMENT AGREEMENT

This Easement Agreement is entered into by and between Expera Nicolet, LLC (Grantor) and the City of De Pere, a Wisconsin municipal corporation (Grantee). Grantor hereby grants and conveys to Grantee and its successors and assigns, a perpetual non-exclusive easement over, under, across and through the lands described below (the "Easement Area") for the purposes of construction, installation and maintenance of a sanitary sewer pipeline.

Legal Description:

See legal description on Exhibit A and map on Exhibit B, both attached hereto and incorporated herein by reference.

It is expressly understood and agreed that Grantor and its successors shall have and retain all rights to the use and occupation of said Easement Area, including the right to install pavement, signage and landscaping thereon as they see fit, providing that no building will, after the date of this Easement, be built over and/or under the Easement Area, nor will any other structure in any manner disturb, damage, destroy, injure, or obstruct such sewer pipeline.

For the purpose of the maintenance and repair of such sewer pipeline, Grantee shall have the right, upon reasonable advance notice to Grantor, to enter, pass over and use, on a temporary basis, the Easement Area (together with up to 20' of the land adjacent thereto) for the transportation, laying down, and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work, but shall do so with the least inconvenience practicable to the Grantor. Grantee agrees to restore after completion of construction, maintenance or replacement the property to its previous condition, or as close thereto as possible and provided that in the event any damage is caused to said real estate or to the land adjacent thereto, including buildings erected thereon, by reason of Grantee's entering thereon for the purposes of construction, the maintenance or repair of said intercepting sewer, Grantee shall fully compensate the Grantor or his successors therefore.

This Easement Agreement is binding upon and shall inure to the benefit of the, successors, assigns, and licensees of the parties hereto.

Dated this 30th day of June, 2015.

By:

Michael J. Walsh, Mayor

Shana Defnet, Clerk-Treasurer

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of _____, 2015 by the above named person(s).

(Signature, Notary Public, State of Wisconsin)

(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: _____

Drafted by: Judith Schmidt-Lehman

By:

Print Name: Chris Williams
Title: mill manager

Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this 30th day of June, 2015 by the above named person(s).

Sue A. Hernandez
(Signature, Notary Public, State of Wisconsin)

Sue A. Hernandez
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: May 10, 2019

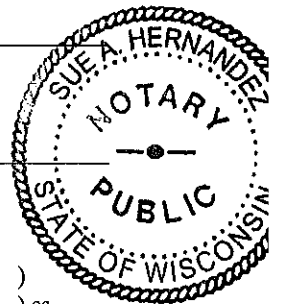
THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Judith Schmidt-Lehman
City of De Pere
335 S. Broadway
De Pere, WI 54115

WD-365

PARCEL IDENTIFICATION NUMBER (PIN)



Attachment: Sewer Easement Agreement (3708 : Resolution #15-79, Authorizing Sewer Easement Agreement)

Grantor: Expera Nicolet, LLC
 Grantee: City of De Pere

**Exhibit A
to the Sewer Easement**

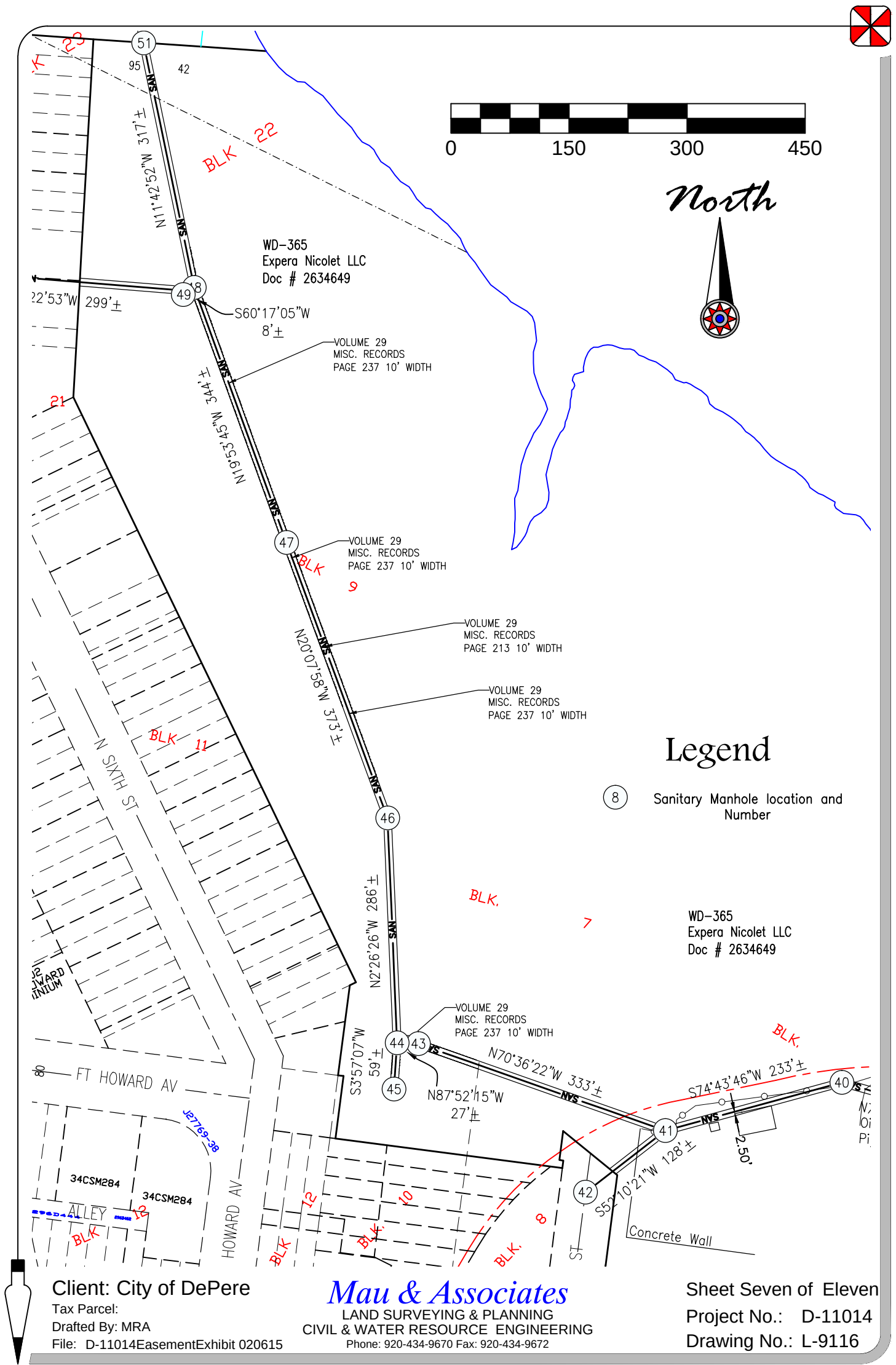
Parcel WD-365:

A ten foot wide easement to the City of De Pere for sanitary sewer purposes located in Tax Parcel WD-365, Document No. 2634649, being part of Private Claims 27 and 28, West side of the Fox River, City of De Pere, Brown County, Wisconsin whose centerline is more fully described as follows:

Commencing at MH No. 34 as described in Document No. 2704951, Brown County Records; thence N7°55'47"W, 42 feet more or less to the Southeast line of Lands described in Document No. 2634649, Brown County Records and the Northerly right of way of Main Avenue and the point of beginning; thence continuing N7°55'47"W, 112 feet more or less to MH No. 35; thence N82°23'55"W, 570 feet more or less to MH No. 36; thence N52°13'58"W, 203 feet more or less to MH No. 37; thence N89°03'43"W, 26 feet more or less to MH No. 38; thence N4°08'32"W, 158 feet more or less to MH No. 39; thence N74°14'51"W, 210 feet more or less to MH No. 40; thence S74°43'46"W, 233 feet more or less to MH No. 41; thence S52°10'21"W, 87 feet more or less to the North right of way of N. Fifth Street; thence resuming from said MH. No. 41; thence N70°36'22"W, 333 feet more or less to MH No. 43; thence N87°52'15"W, 27 feet more or less to MH No. 44; thence S3°57'07"W, 59 feet more or less to MH No. 45; thence resuming at said MH No. 44; thence N2°26'26"W, 286 feet more or less to MH No. 46; thence N20°07'58"W, 373 feet to MH No. 47; thence N19°53'45"W, 344 feet to MH No. 48; thence S60°17'05"W, 8 feet more or less to MH No. 49; thence N85°22'53"W, 139 feet more or less to the West line of said Document No. 2634649; thence resuming at said MH No. 48; thence N11°42'52"W, 317 feet more or less to MH No. 51 also being the North line of said Document No. 2634649 and the point of ending.

Excepting therefrom any sanitary sewer easements previously recorded.

Exhibit B
to the Sewer Easement



Attachment: Sewer Easement Agreement (3708 : Resolution #15-79, Authorizing Sewer Easement Agreement)

Grantor: Expera Nicolet, LLC
 Grantee: City of De Pere

**Exhibit A
 to the Sewer Easement Agreement**

Parcel WD-365:

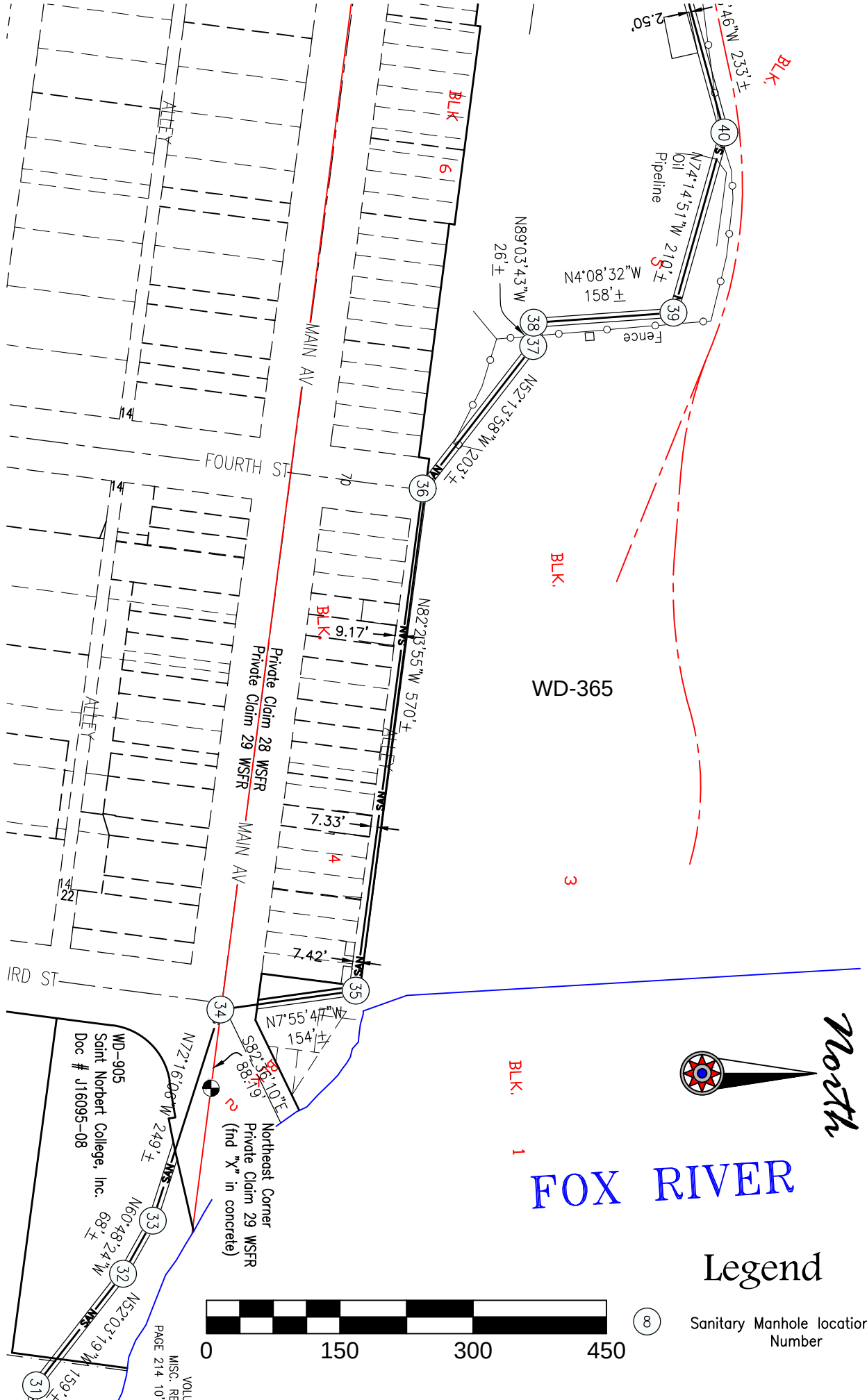
A ten foot wide easement to the City of De Pere for sanitary sewer purposes located in Tax Parcel WD-365, Document No. 2634649, being part of De Pere Co's Addition all of Blocks 1, 2, 3, 5, 7 & 9 and that part of Block 22 as far North as the North line of Lot 40 also Lots 29, 30, 31, 32 & 33 of Block 6 including and appurtenant to West side of Fox River, that is, to the lands, lots and blocks described with buildings, also all of Block 8 except Lots 1 thru 10 and all of Block 10 except Lots 1 thru 10 including those lands, lots and blocks lying between Blocks 2, 4, 6, 8, 10, 11, 21 & 23 as far North as the North line of Lot 40, Block 22 and the middle thread of Fox River except lands deeded to City for streets, alleys and bridge purposes, all in De Pere Co's Addition including the water power furnished by the De Pere Dam in De Pere Ironworks Plat and except West 7 feet of S 80 feet of Lots 11, 14, 15 & 16 Block 10 and all of vacated alley described in J15054-04 except South ½ SD vacated alley adjacent northerly to Lots 24 thru 28 Block 6 except 205-D-202 and part of vacated road in 2588888, West side of the Fox River, City of De Pere, Brown County, Wisconsin whose centerline is more fully described as follows:

Commencing at MH No. 34 as described in Document No. 2704951, Brown County Records; thence N7°55'47"W, 42 feet more or less to the Southeast line of Lands described in Document No. 2634649, Brown County Records and the Northerly right of way of Main Avenue and the point of beginning; thence continuing N7°55'47"W, 112 feet more or less to MH No. 35; thence N82°23'55"W, 570 feet more or less to MH No. 36; thence N52°13'58"W, 203 feet more or less to MH No. 37; thence N89°03'43"W, 26 feet more or less to MH No. 38; thence N4°08'32"W, 158 feet more or less to MH No. 39; thence N74°14'51"W, 210 feet more or less to MH No. 40; thence S74°43'46"W, 233 feet more or less to MH No. 41; thence S52°10'21"W, 87 feet more or less to the North right of way of N. Fifth Street; thence resuming from said MH. No. 41; thence N70°36'22"W, 333 feet more or less to MH No. 43; thence N87°52'15"W, 27 feet more or less to MH No. 44; thence S3°57'07"W, 59 feet more or less to MH No. 45; thence resuming at said MH No. 44; thence N2°26'26"W, 286 feet more or less to MH No. 46; thence N20°07'58"W, 373 feet to MH No. 47; thence N19°53'45"W, 344 feet to MH No. 48; thence S60°17'05"W, 8 feet more or less to MH No. 49; thence N85°22'53"W, 139 feet more or less to the West line of said Document No. 2634649; thence resuming at said MH No. 48; thence N11°42'52"W, 317 feet more or less to MH No. 51 also being the North line of said Document No. 2634649 and the point of ending.

Excepting therefrom any sanitary sewer easements previously recorded.

Attachment: WD-365 (3708 : Resolution #15-79, Authorizing Sewer Easement Agreement)

Exhibit B
to the Sewer Easement Agreement
Page 1 of 2



North

FOX RIVER

Legend



Sanitary Manhole location and Number



Client: City of DePere

Tax Parcel:

Drafted By: MRA

File: D-11014EasementExhibit 020615

Mau & Associates

LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

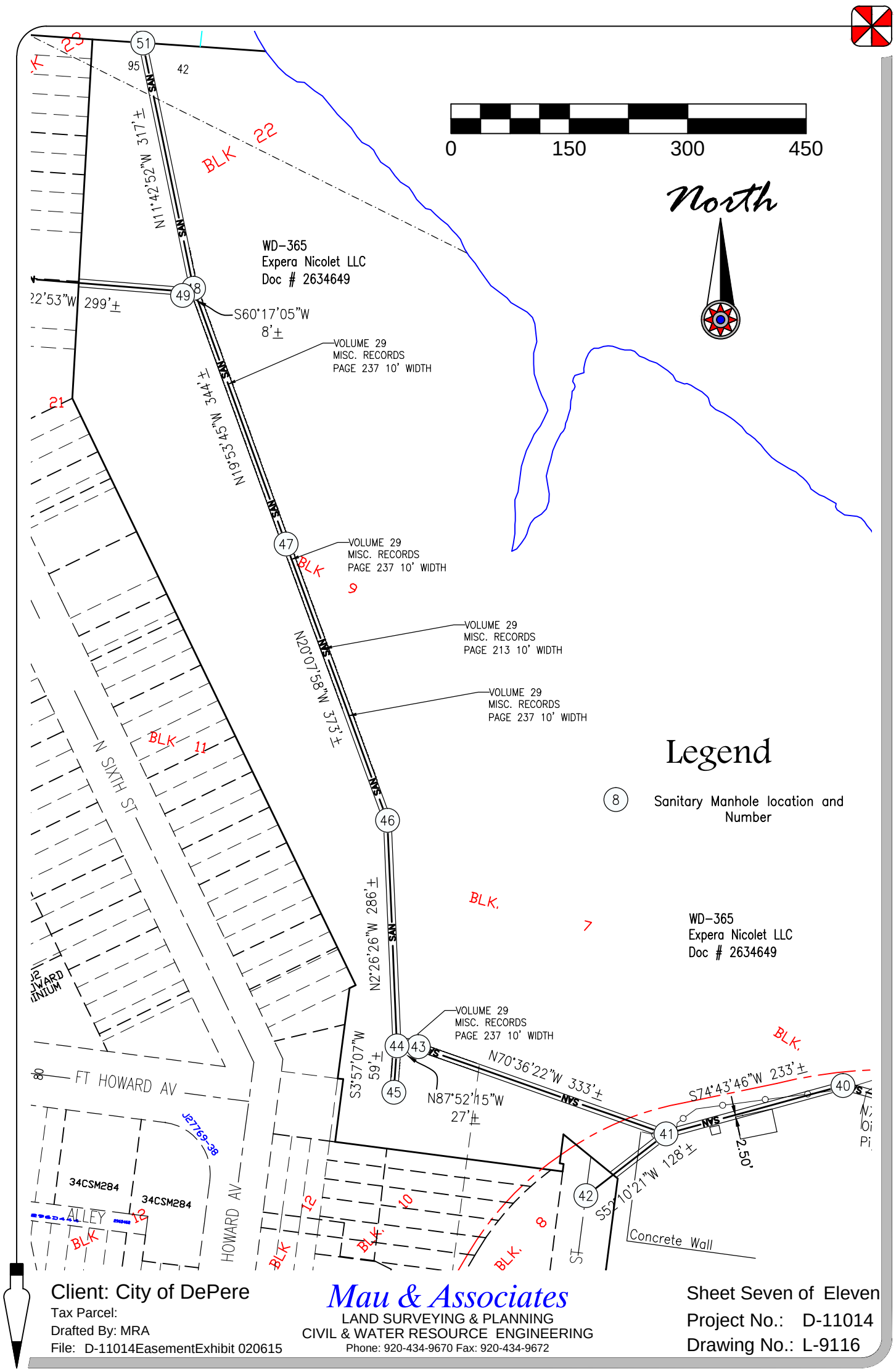
Sheet Six of Eleven

Project No.: D-11014

Drawing No.: L-9116

Attachment: Map WD-365 (3708 : Resolution #15-79, Authorizing Sewer Easement Agreement)

Exhibit B
to the Sewer Easement Agreement
Page 2 of 2



Attachment: Map WD-365 (3708 : Resolution #15-79, Authorizing Sewer Easement Agreement)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #15-80, Approving Proposal/Contract Agreements for Antennas Between the City of De Pere and Dixon Engineering, Inc. (Verizon Wireless and AT&T Mobility Antenna Upgrades).

Board of Public Works approved the engineering services agreement with Dixon Engineering for the Verizon's wireless upgrade on the Merrill Street water tower, and engineering services for AT&T's wireless on the Merrill Street tower and the Matthew Street Tower.

ATTACHMENTS:

- Reso15-80 (DOCX)
- Verizon Request - Merrill Tower (PDF)
- AT&T Request - Merrill Tower (PDF)
- AT&T Request - Matthew Tower (PDF)

RESOLUTION #15-80

APPROVING PROPOSAL/CONTRACT AGREEMENTS FOR ANTENNAS
BETWEEN THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(Verizon Wireless and AT&T Mobility Antenna Upgrades)

WHEREAS, the City is in need of engineering services regarding antenna upgrades on the Merrill Street and Matthew Drive water towers; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering services within the required time; and

WHEREAS, the Board of Public Works has reviewed such proposals attached hereto and incorporated as Exhibits 1, 2 and 3 and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Proposal/Contract Agreements for Antennas between the City of De Pere and Dixon Engineering, Inc. as are attached hereto, provided that both Verizon Wireless and AT&T Mobility have paid to the City Treasurer the sums due and owing under such contracts prior to execution thereof.

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 21st day of July, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____



Buell Consulting, Inc.
 1360 Energy Park Drive, Suite 210
 Saint Paul, Minnesota 55108
 (651) 225-0792
www.buellconsulting.com

*Site Acquisition
 Permitting
 Established 1991*

April 10, 2015

City of De Pere
 925 South Sixth Street
 De Pere, WI 54115
 Attn: Mr. Scott Thoresen
via email: sthoresen@mail.de-pere.org

RE: VERIZON WIRELESS-Proposed Antenna Modification – LL Consent Request

Tower Lease Agreement dated July 17, 1997 between City of De Pere, and PrimeCo Personal Communications, L.P., d/b/a Verizon Wireless

Site ID: 113394-Depere WT

Address: 1501 Merrill Street, De Pere, WI 54115

Coordinates: 44-26-31.7 N / 88-3-2.5 W

Project #: 20151192144

Mr. Thoresen:

The aforementioned Lease Agreement authorizes Verizon Wireless to use its leased premises for the operation and maintenance of its wireless communication facility ("Cell Site"). We value our relationships with our Landlords and want to keep you informed of maintenance upgrades of the Cell Site facilities installed on your property.

Verizon Wireless would like to request consent to modify its equipment installation, to incorporate technology known as "PCS", on the above referenced location in accordance to the enclosed set of Construction Drawings. Specifically, Verizon Wireless is proposing to replace (9) existing panel antennas with (9) new panel antennas, as well as adding appurtenances at the site. A structural review is in process and will be provided upon completion.

Upon review of the attached CDs, please feel free to contact me if you should have any questions or concerns regarding the proposed installation. If none, please sign below to acknowledge acceptance of this proposed upgrade.

Sincerely,

Sandy Banfield
 Buell Consulting, Inc.,
 On behalf of Verizon Wireless
 fonseca_sandy@hotmail.com
 562-235-5674

ACKNOWLEDGEMENT:

Scott Thoresen, Director of Public Works
 City of De Pere
 920-339-8095

Date: _____

ACCESS INFORMATION

Listed below is the name and telephone number of the person that Verizon Wireless needs to contact in order to coordinate the logistics of the proposed modification.



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (414) 529-1859
Fax: (414) 529-3120

Proposal/Contract Agreement for Antennas

Verizon Upgrade

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of De Pere, Wisconsin (OWNER) to contract with DIXON for technical services for Verizon (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of **Six Thousand One Hundred** dollars **\$6,100**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Design Review, Attend Pre-Con, and Upgrade Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, P.E.

06/19/15

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

- a. By OWNER effective upon the receipt of notice by DIXON.
 - B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- 6.01 Controlling Law
- A. This Agreement is to be governed by the law of the state in which the Project is located.
- 7.01 Successors, Assigns, and Beneficiaries
- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.
- 8.01 General Considerations
- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
 - B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
 - C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A*Verizon Upgrade**(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)*

- I. Design and Plan Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included.
- II. Site Work for:
 - a. Preconstruction (preinstallation) meetings-attend and participate.
 - b. Installation inspections-inspect upgrade installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B*Verizon Upgrade**(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)***I. PAYMENT**

- a. When service is rendered Owner shall pay DIXON the following line item prices:
 - i. Schedule A, Item I, Design and Plan Review, the lump sum of **\$1,350**.
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item II
 1. **(1)** Preconstruction Meetings **\$950** per meeting
 2. **(4)** Installation and Post Inspections **\$950** per inspection

II. INVOICES

- a. Invoices will be compiled monthly.
- b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH DECEMBER 31, 2015



May 1, 2015

CITY OF DEPERE
ATTN: CITY ADMINISTRATOR
335 South Broadway
DePere WI 54115

Re: Lease Agreement ("Agreement") between CITY OF DEPERE ("Landlord") and New Cingular Wireless PCS, LLC ("AT&T").

Initiative: LTE 2C 2015

AT&T Mobility Site#: WI6443

FA#: 10083186

Site Name: MIL143A

Site Address: 1501 MERRILL STREET DE PERE WI 54115

Dear Sir or Madam:

This letter is to notify you that in the coming months, AT&T Mobility ("AT&T") through its Regional Site Development Vendor, Mastec Network Solutions, LLC ("Mastec"), is planning a modification and/or maintenance project at the above referenced Site. This upgrade project is being undertaken so that AT&T may continue to provide the highest level of quality service possible to their wireless customers.

During the project, Mastec's assigned General Contractor will perform work on AT&T's Communication Facility. Such work may consist of replacing and/or adding equipment to AT&T's lease area. **Pursuant to the Agreement, site modifications require consent (please see below).** Attached please find the drawings related to this project for your review.

In consideration of your relationship with AT&T and to ensure there is no interruption to your normal business operations/other tenants and that AT&T's Access Rights under the Agreement are provided for, **please provide a contact person through whom the work can be scheduled and coordinated prior to the General Contractor's arrival.**

Contact Name: _____ Contact Title: _____

Office Phone: _____ Cell Phone: _____

Email: _____

Additionally, **please check the appropriate box(s) below** to ensure we meet your expectations prior to project start:

☐ Please provide a Certificate of Insurance ("COI") for any contractors performing work (Please provide COI Requirements).

☐ Additional Comments: _____

Consent for the work referenced above and detailed in the attached drawings is hereby granted, conditional upon the issuance of all necessary City approvals and permits:

Approved by:

By: _____

Print: _____

Title: _____

Date: _____

Please send this completed page by email to Reid.Neuman@Mastec.com or by FAX to 630.250.1353. Should you have any questions, please contact Reid Neuman at (847) 463-5911.

Very truly yours,

Ken Stockero

Ken Stockero
Project Manager

VIA FEDEX: 773504944464

Attachments: LTE 2C Construction Drawings, Structural Analysis



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (414) 529-1859
Fax: (414) 529-3120

Proposal/Contract Agreement for Antennas

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of De Pere, Wisconsin (OWNER) to contract with DIXON for technical services for AT&T (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Seven Thousand Four Hundred dollars \$7,400. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, P.E.

06/06/14

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

- a. By OWNER effective upon the receipt of notice by DIXON.
 - B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- 6.01 Controlling Law
- A. This Agreement is to be governed by the law of the state in which the Project is located.
- 7.01 Successors, Assigns, and Beneficiaries
- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.
- 8.01 General Considerations
- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
 - B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
 - C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

- I. Initial Site Inspection – Site Walk:
 - a. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - a. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - b. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(De Pere, Wisconsin 250,000 Legged Merrill Street 49-05-11-02)

I. PAYMENT

- a. When service is rendered Owner shall pay DIXON the following line item prices:
 - i. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,300.
 - ii. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,350.
(Site Walk prerequisite \$1,300)
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item III
 - 1. (1) Preconstruction Meetings \$950 per meeting
 - 2. (4) Installation and Post Inspections \$950 per inspection

II. INVOICES

- a. Invoices will be compiled monthly.
- b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2015



June 22, 2015

City of De Pere
335 South Broadway
Attn: City Administrator
De Pere WI 54115

Re: Lease Agreement ("**Agreement**") between *City of De Pere* ("**Landlord**") and New Cingular Wireless PCS, LLC ("**AT&T**").
Initiative: LTE 2C 2016 **AT&T Mobility Site#:** WI6303 **FA#:** 10096531
Site Name: WI-6303/Matthews Water Tank
Site Address: 1725 EAST MATTHEW DRIVE DE PERE WI 54115

Dear Sir or Madam:

This letter is to notify you that in the coming months, AT&T Mobility ("AT&T") through its Regional Site Development Vendor, Mastec Network Solutions, LLC ("Mastec"), is planning a modification and/or maintenance project at the above referenced Site. This upgrade project is being undertaken so that AT&T may continue to provide the highest level of quality service possible to their wireless customers.

During the project, Mastec's assigned General Contractor will perform work on AT&T's Communication Facility. Such work may consist of replacing and/or adding equipment to AT&T's lease area. ***Pursuant to the Agreement, site modifications require consent (please see below).*** Attached please find the drawings related to this project for your review.

In consideration of your relationship with AT&T and to ensure there is no interruption to your normal business operations/other tenants and that AT&T's Access Rights under the Agreement are provided for, ***please provide a contact person through whom the work can be scheduled and coordinated prior to the General Contractor's arrival.***

Contact Name: _____ Contact Title: _____

Office Phone: _____ Cell Phone: _____

Email: _____

Additionally, ***please check the appropriate box(s) below*** to ensure we meet your expectations prior to project start:

☐ Please provide a Certificate of Insurance ("COI") for any contractors performing work (Please provide COI Requirements).

☐ Additional Comments: _____

Consent for the work referenced above and detailed in the attached drawings is hereby granted conditional upon the issuance of a building permit

Approved by:

By: _____

Print: _____

Title: _____

Date: _____

Please send this completed page by email to Reid.Neuman@Mastec.com or by FAX to 630.250.1353. Should you have any questions, please contact Reid Neuman at (847) 463-5911.

Very truly yours,

Ken Stockero

Ken Stockero
Project Manager

Attachments: Construction Drawings, Structural Analysis



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

5307 South 92nd Street
Suite 125
Hales Corners, WI 53130
Telephone: (414) 529-1859
Fax: (414) 529-3120

Proposal/Contract Agreement for Antennas

(De Pere, Wisconsin 500,000 Spheroid Matthew Drive 49-05-11-03)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of De Pere, Wisconsin (OWNER) to contract with DIXON for technical services for AT&T (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Seven Thousand Four Hundred dollars **\$7,400**. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Pre-Con, Installation Inspections

3.01 SIGNATURES

Joseph T. Hoban, P.E.

06/06/14

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

- a. By OWNER effective upon the receipt of notice by DIXON.
 - B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- 6.01 Controlling Law
- A. This Agreement is to be governed by the law of the state in which the Project is located.
- 7.01 Successors, Assigns, and Beneficiaries
- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.
- 8.01 General Considerations
- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
 - B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
 - C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
 - E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
 - F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
 - G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
 - H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.
- 8.02 Severability
- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.
- 8.03 Headings
- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(De Pere, Wisconsin 500,000 Spheroid Matthew Drive 49-05-11-03)

- I. Initial Site Inspection – Site Walk:
 - a. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - a. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - a. Preconstruction (preinstallation) and progress meetings-attend and participate.
 - b. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B*(De Pere, Wisconsin 500,000 Spheroid Matthew Drive 49-05-11-03)***I. PAYMENT**

- a. When service is rendered Owner shall pay DIXON the following line item prices:
 - i. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of \$1,300.
 - ii. Schedule A, Item II, Design and Plan Review, the lump sum of \$1,350.
(Site Walk prerequisite \$1,300)
- b. Owner shall pay DIXON the following line items times the number of units used:
 - i. Schedule A, Item III
 - 1. (1) Preconstruction Meetings \$950 per meeting
 - 2. (4) Installation and Post Inspections \$950 per inspection

II. INVOICES

- a. Invoices will be compiled monthly.
- b. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day	\$100 per diem, per day
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2015

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Resolution #15-81, Authorizing Agreement for Design Services
Between the City of De Pere and Short Elliot Hendrickson, Inc. (Fire
Station 2 Renovation).

ATTACHMENTS:

- Reso15-81 (DOCX)
- SEH (Fire Station 2 renovation) 7-15 (DOCX)
- Exhibit A - SEH (PDF)
- Exhibit B - SEH (PDF)

RESOLUTION #15-81
AUTHORIZING AGREEMENT FOR DESIGN SERVICES BETWEEN THE
CITY OF DE PERE AND SHORT ELLIOT HENDRICKSON, INC.
(Fire Station 2 Renovation)

WHEREAS, the City requires conceptual design and development services for a renovation project at Fire Station 2; and

WHEREAS, Short Elliot Hendrickson, Inc. has available and offers to provide personnel and equipment necessary to accomplish such design services within the required time; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Design Services Between the City of De Pere and Short Elliot Hendrickson, 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 21st day of July, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-81 (3731 : Resolution #15-81, Proposal for the Fire Station 2 Renovation)

**AGREEMENT FOR DESIGN SERVICES BETWEEN THE
CITY OF DE PERE AND SHORT ELLIOT HENDRICKSON, INC.
(Fire Station 2 Renovation)**

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Short Elliot Hendrickson, Inc., a foreign corporation authorized to do business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City requires conceptual design and development services for a renovation project at Fire Station 2; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish such design services within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated June 9, 2015 (Exhibit B), attached hereto and incorporated by reference. If a conflict exists between Exhibits A and B, the terms of Exhibit A shall prevail. If there is a conflict between Exhibit A and this Agreement, the terms of this agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in or additions to 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 DESIGN SERVICES

Consultant agrees to perform those services described in Exhibit A. 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. 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.

IV. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

V. 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 risk of significant harm to the public.

VI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed per schedule shown in Exhibit A, as may be amended by the City Engineer. 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.

VII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made

VIII. 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.

IX. 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.

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

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and 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 additional insured endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XI. 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.

XII. SUBCONTRACTS

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

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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 City make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. 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 XVII.

XVII. 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.

XVIII. MEDIATION

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

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

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

XIX. NOTICES

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

If to City:

City of De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

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

If to Consultant:

Short Elliot Hendrickson, Inc.
Attention: Trevor Frank
425 West Water Street, Suite 300
Appleton, WI 54911

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

SHORT ELLIOT HENDRICKSON, INC.
By:

CITY OF DE PERE
By:

Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana L. Defnet, Clerk-Treasurer

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Attachment: SEH (Fire Station 2 renovation) 7-15 (3731 : Resolution #15-81, Proposal for the Fire Station 2 Renovation)

Request for Proposals
For
Fire Station 2 Renovation Project
Phase 2

The City of De Pere would like to invite qualified architectural firms to submit a proposal for the planned renovation of the West Side Fire Station located at 1180 Grant Street De Pere, Wisconsin 54115.

All bid proposals must be submitted to the City of De Pere's Engineering Office located at the Municipal Service Center by May 29, 2015 at 3:00 p.m. (central time) in a sealed envelope.

GENERAL INFORMATION & BACKGROUND:

De Pere Fire Station 2 is located at 1180 Grant Street on the west side of the City. It was originally built and occupied in 1971. This facility has been in City service for 44 years. This building received minor repair updates and renovations in 1997.

The 1997 renovation included:

- Siding and soffit replacement with maintenance free aluminum exterior
- Wood window replacement with energy efficient model
- Fire Apparatus floor covered with an epoxy resin re-surface material
- Local fire/ smoke alarm system installed (to meet code compliance)
- Carpet installation in common area and dorms over existing tile floors
- Second bathroom and shower installed to meet the needs of a changing workforce
- Roof replacement

A modern day fire station must serve as part of the City's vital public safety protection infrastructure. The City employee's (firefighters) are asked to "live" within this facility during their 24 hour duty day with the expectation that they are always ready to respond to requests for emergency service from our citizens and visitors. This "always available" expectation demands that the crew to be en-route to the emergency call for service within 60 seconds during the day portion of their shift (7a.m.-10p.m) and 90 seconds (10p.m.-7 a.m.) during the night segment.

The Fire Department staff must be self-sustainable within the facility to accomplish emergency response, apparatus and equipment maintenance, training and public education as well as the challenges of the daily operation of the station. Appropriate, functional, comfortable living and work space is the goal of the proposed renovation. The suggested improvements will facilitate increased capacity and functionality of the station by positioning the sleeping space closer to vehicles (cutting response/turn-out times). Improving access to bathroom facilities will be more appropriate for a modern work force and will offer compliance with ADA code requirements. The kitchen and day room are long overdue for a functional updating. The kitchen and other related equipment that is currently in use does not meet best practice energy conservation measures.

The construction documentation will include the City's desire to be as close to Leadership in Energy & Environmental Design (LEED) Silver as possible. It is understood that LEEDS certification is outside the range of the budgeted funding for this project. However, this project will proceed in the spirit of LEEDS process.

The remodel of Fire Station 2 has been designated by the City as a high priority project. The purpose of this document is to provide guidance to architectural firms that are interested in submitting proposals for professional architectural services to the City of De Pere. These services which the City of De Pere is requesting includes and is not limited to the floor plan layout and design (which includes final fit, finish and functionality) for maximum effectiveness of this facility; construction cost estimate, builder bid evaluation and selection as well as construction management in conjunction with the City's designated representative. The construction cycle time needed to complete the renovation project should not exceed four months or 120 days from the date of project start to reoccupation of the City's staff. Time is of the essence on this project, which does affect the safety and security of the Citizens and Visitors of the City.

The detailed elements of this project include:

Architectural design services.

Pre-construction work

1. Temporary living quarters. In order to continue to provide services to the citizens and visitors of the City, Fire Station #2 will need to remain operational during this entire time period. A mobile home will need to be sited and prepared prior to starting demolition of the fire station. This mobile home will need to serve all of the basic functions of the fire station to include: small business office; restroom facilities; kitchen and sleeping arrangements for four people.

Construction work

2. Parking lot Maintenance. Basic parking lot maintenance will be coordinated with the City of De Pere's Public Works Department. The plan is for resurfacing and restriping as part of this project. This will be coordination only and cost for this work effort not included in this bid or project.
3. NFPA Standard 13R Fire Sprinkler System for living quarters. The living quarters (not the apparatus bay area) will be protected by an NFPA Standard 13R Fire Sprinkler System. This partial sprinkler system shall meet all of the listed requirements found in the National Fire Protection Code – Standard 13R.
4. Remodel current living space. The location of the various functions of the fire station will be determined by the architectural firm in close cooperation with the owner's representative. The goal will be to support the day to day operation of the fire-rescue companies as well as energy efficiency and LEED's consideration. The design must include sleeping, bathroom, kitchen, and common area. A drawing of the existing building is attached and the owner's rendition of what the building changes could be during the remodeling process.

Post Construction work

5. Temporary trailer removal. Once the remodeling work is completed, the contracting firm will have two weeks to remove the temporary living trailer.

SCOPE OF SERVICES:

The scope of work outlined below is to be used as a general guide and not intended to be a complete list of all work necessary to complete the project.

1. Conceptual Design (Projected timeline - completed by August 4, 2015)
 - a. Meet with staff to evaluate the current facility and review staff concerns and gather input.
 - b. Review applicable state and/or zoning codes.
 - c. Review past plans for the fire station.
 - d. Based on research and data, generate a preliminary ADA compliant design incorporating energy efficiency and LEED considerations for review with staff.
 - e. Provide recommendations on temporary living facilities.
 - f. Minimize impacts to materials that could potentially contain asbestos.
 - g. Finalize design.
 - h. Generate a preliminary estimate for the project.
2. Design Development (Projected timeline is 2 weeks after the completion date of Item 1 – Conceptual Design).
 - a. Develop final plans and specifications.
 - b. Prepare and submit plans for state approval.
 - c. Prepare a summary of quantities and construction cost opinion.
 - d. Prepare documents for bidding.
3. Construction Bidding and Administration (Projected timeline is 3 weeks after the completion of Item 2 – Design Development)
 - a. Provide bidding documents (the City will provide general conditions).
 - b. Address questions during the bidding.
 - c. Attend bid opening and evaluate bids.
 - d. Make a recommendation to the City.
 - e. Review and approve shop drawings.
 - f. Provide construction oversight to verify construction conforms to state approved plans.

SCHEDULING:

Proposals shall be submitted to Dennis L. Rubin at De Pere Fire Headquarters 400 Lewis Street De Pere, Wisconsin 54115 on or before 4:30 pm central time on Tuesday, June 9, 2015. De Pere will accept electronic bids (actually preferred) in response to this RFP. The City reserves the right to accept late proposals, and to reject any or all proposals submitted.

The proposals will be reviewed by the Finance/Personnel Committee on June 16, 2015 and a recommendation made by the Committee to the Common Council. The Common Council will review such recommendation and may approve a Contract for Consulting Services with the preferred firm at its regular meeting on July 7, 2015 for approval. The final draft architectural design (awaiting client approval) is to be completed on or before August 4, 2015 project advertising.

INSURANCE:

The Architect shall provide the following insurance:

General. The Architect shall keep and maintain such insurance as will protect him/her, and indemnify and safe harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employer's Liability, including claims for damages resulting in bodily injury, including but not limited to death, and property damage and arising out of or resulting from the Architect's direct or indirect operations under this contract, whether such operations be performed by himself/herself or by a Subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is the greater, notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy, and shall include contractual liability insurance as applicable to the Architect's's obligations.

The Architect's insurance shall always be primary with respect to the City's responsibilities under this contract. Architect shall name the City as an additional insured under all policies required hereunder (except Worker's Compensation).

The Architect's insurance shall contain a provision that provides 30 days written notice of cancellation or change to the City.

No required insurance shall be carried with an insurer not authorized to do business in Wisconsin by the Office of the Insurance Commissioner. All insurance providers must have an AM Best Rating of A-VII or higher. The City reserves the right to disapprove any insurance company.

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

TYPES OF INSURANCE

- (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

- (g) Coverage for Independent Contractors
- (h) Care, Custody and Control coverages for City-owned materials at the worksite
- (i) Endorsement naming the City of De Pere, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

(2) Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Medical Payments Limits	\$10,000
General Aggregate	\$1,000,000
Excess or Umbrella Liability	\$5,000,000

(b) Automobile Liability

(1) Coverages must include the following extensions:

Comprehensive Form

- (a) All Owned Autos
- (b) All Hired Autos
- (c) All Non-Owned Autos
- (d) Mobile Equipment
- (e) Specialized Equipment
- (f) Contractual Liability
- (g) Uninsured Motorists to Limit of Policy
- (h) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(2) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:

\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists: Limits equal to above CSL

- (c) Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory
- (d) Professional Liability: \$3,000,000
(Errors and Omissions or other relevant coverage)
- (e) All required liability insurances shall be written on an "occurrence" policy form. Any deductibles or self-insured retentions shall be identified to the City and shall not exceed \$10,000 per occurrence.

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

In any and all claims against the City, its officers, agents and employees by any employee of the Architect, any Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Architect or any Contractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

Waiver of Subrogation. The City and Architect waive all rights of subrogation against each other for damages caused by fire and other perils covered by insurance provided for under the terms of the Contract for services, except such rights as they may have to the proceeds of the insurance held by the City as trustee. The loss, if any, is to be made adjustable with and payable to the City as trustee for the insured Architect as their interests may appear, except in such cases as may require payment of all or a proportion of said insurance to be made to the Mortgagee as his interest may appear.

PROPOSAL REQUIREMENTS AND FEE:

A fee schedule has been included for use on your proposal. Include the hours and total fee for the work to be completed.

Provide an executive summary for the approach to the project. The summary should be limited to one page and discuss your understanding of the project and uses, energy efficiency and LEED concepts, and construction administration.

Provide a list of key personnel with a brief resume for each.

Provide a list of other similar projects completed by your firm, along with key personnel that worked on the project.

ADDITIONAL INFORMATION:

The City will provide the following services:

- The Inspection Department will assist with inspection during construction.
- The Engineering Department will complete design and bidding for improvements to the parking lot.
- The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.
- The City may consider direct purchasing of architectural specified items during construction.

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Fee Breakdown:

<i>Task</i>	<i>Hours</i>	<i>Cost</i>
<i>Complete preliminary research and meeting</i>		
<i>Complete preliminary design and meet with staff</i>		
<i>Complete final design</i>		
<i>Create detailed plans and specifications</i>		
<i>Complete State submittals and obtain approval plans</i>		
<i>Generate final estimate and bidding documents</i>		
<i>Bid project and address contractor questions.</i>		
<i>Provide construction administration</i>		
<i>Totals:</i>		



PROPOSAL FOR ARCHITECTURAL SERVICES

Fire Station 2 Renovation

DE PERE, WISCONSIN

June 9, 2015



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

Exhibit B



Building a Better World
for All of Us®

June 9, 2015

RE: City of De Pere, Wisconsin
Fire Station 2 Renovation
SEH No. DEPEW 132670

Eric P. Rakers, PE
City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Dear Mr. Rakers:

In service for 44 years with minor renovations in 1997, Fire Station 2 has served the City well. Although there has been little change to the fire station, the demands and expectations of the fire services industry have grown greatly, constantly challenging staff for new ways to adapt to the limited space to accommodate those demands. Renovating this facility to bring it up to modern day needs that supports efficient 24 hour operations will allow the Department to more effectively deliver its mission; to provide the highest quality, proactive and reactive, fire and rescue service of a modern nature.

Short Elliott Hendrickson's (SEH®) team of professionals is uniquely qualified to develop creative solutions to address current challenges as well as demands for the long-term needs for the City's Fire Station 2. Based on our review of your specific project requirements, I am confident our team can meet your needs efficiently and seamlessly. As Project Principal, I will work with Project Manager Pat Fehrenbach to ensure the City receives a renovated facility that meets all project goals. As you'll see in our proposal, SEH has worked with nearly 100 communities in the Midwest in translating the changing needs of their fire departments into efficient and fully operational facilities.

The proximity of our Appleton office to De Pere means our team members can respond to your needs quickly and cost effectively. We believe our local connections can foster trust within the community and among project stakeholders. We will work closely with the City to ensure stakeholder input is thoroughly integrated in the decision-making processes.

SEH is an established firm of approximately 700 employees, in business since 1927. SEH carries insurance in professional liability, general liability, automobile and workers compensation. Errors and Omissions insurance is currently retained through XL Specialty Insurance Co. with \$5/\$10 million limits. Our current policy is in effect through October 1, 2015. A certificate of insurance can be furnished upon project award.

We look forward to working with your community to deliver a renovation project that meets your community's needs and supports the mission of the City of De Pere Fire Department.

Sincerely,

Trevor Frank, AIA, LEED AP, PMP
Project Principal
930.380.2806
tfrank@sehinc.com

Patrick H. Fehrenbach, AIA, LEED AP
Project Manager
920.380.2830
pfehrenbach@sehinc.com

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 425 West Water Street, Suite 300, Appleton, WI 54911-6058
SEH is 100% employee-owned | sehinc.com | 920.380.2800 | 888.413.4214 | 888.908.8166 fax

Packet Pg. 112

Attachment: Exhibit B - SEH (3731 : Resolution #15-81, Proposal for the Fire Station 2 Renovation)



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The information contained in this Proposal was prepared specifically for you and contains proprietary information. We would appreciate your discretion in its reproduction and distribution. This information has been tailored to your specific project based on our understanding of your needs. Its aim is to demonstrate our ideas and approach to your project compared to our competition. We respectfully request that distribution be limited to individuals involved in your selection process.

SEH is a registered trademark of Short Elliott Hendrickson Inc.

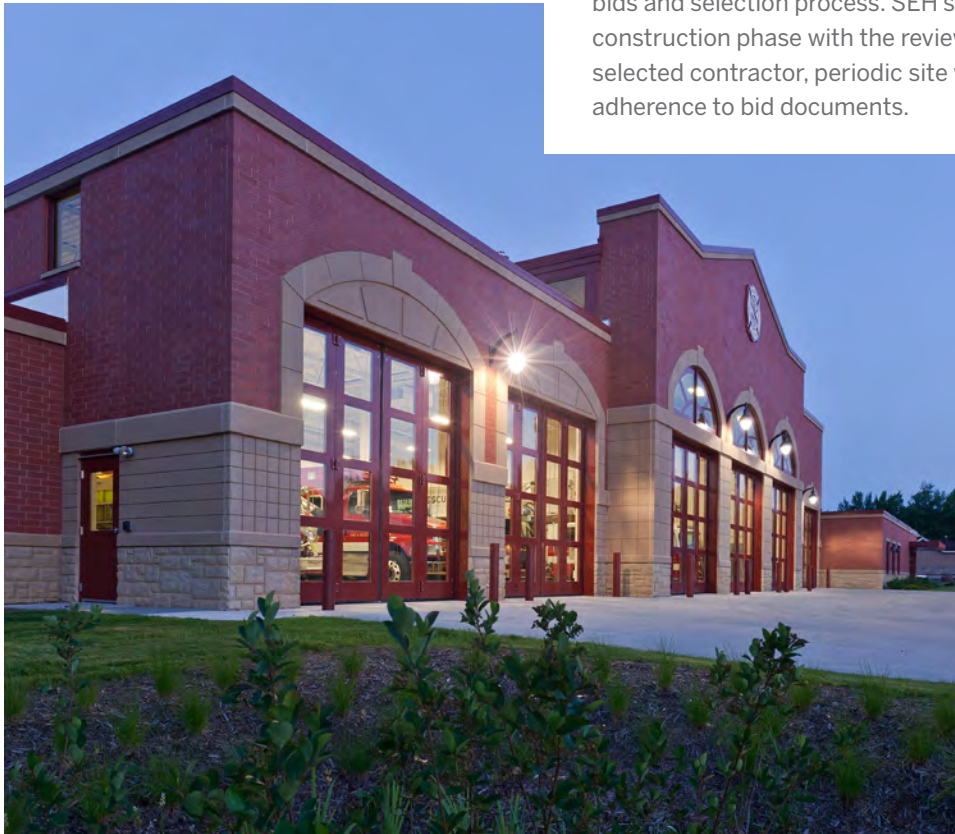
SEH may use one or more of its subsidiaries to provide the services:
SEH Design|Build, Inc.
SEH of Indiana, LLC

Attachment: Exhibit B - SEH (3731 : Resolution #15-81, Proposal for the Fire Station 2 Renovation)

Executive Summary/ Approach

Based on the City of De Pere's Request for Proposal (RFP), dated May 13, 2015, Fire Station 2, located at 1180 Grant Street, it is our understanding that this remodel project will focus on the living quarters portion of this existing building. This project's main goal is to create a work space that is more efficient, comfortable and functional than the existing. The new layout will focus on a functional plan that will increase the capacity and response time of the facility, while at the same time making the facility ADA compliant and more energy efficient.

We understand that time is of the essence for this project. Upon approval, our team is prepared to begin working with and engage City/Fire Department staff to understand the needs and issues associated with this project and to develop preliminary plans to address those needs for all team members to review. Once a plan, and preliminary budget that meets these needs, has been developed and approved, SEH will prepare bid documents and work with the City during the review of contractor bids and selection process. SEH's support will continue through the construction phase with the review of shop drawings, coordination with selected contractor, periodic site visits and final punch list to ensure adherence to bid documents.



Marshfield Fire and Rescue – City of Marshfield, Wis.

Our SEH team will work with the City to make responsible choices to complete this project in the spirit of LEED and sustainable design practices. Given the scope of this remodel, this will likely impact the selection of mechanical and electrical fixtures and systems as well as final finish selections.

No matter the scale of a project, SEH knows that having a successful municipal project takes a unique approach and process. For projects to be successful in the public sector, you must engage key stakeholders early and often throughout the life of the project. Just because the planning portion is complete doesn't mean the design team can lose sight of those invested in the project. Continuous communication and feedback is critical for a successful project launch and strong finish to the building project.

Our approach to design is simple: Use our knowledge and experience in facility design and the operations of fire services buildings in collaboration with your input to deliver a facility that meets your unique needs and project goals. SEH's design philosophy is to place the needs of the community and the needs of the project first. We have completed hundreds of public sector projects, each one different than the next, yet the common element among them is client input. We know building design. We will not claim to know the exact needs, desires and specific goals of your project. Because every community is different and the end goal of the project is different, we respect your input throughout the design process and will build on the goals of the program to deliver a facility that uniquely serves your needs.

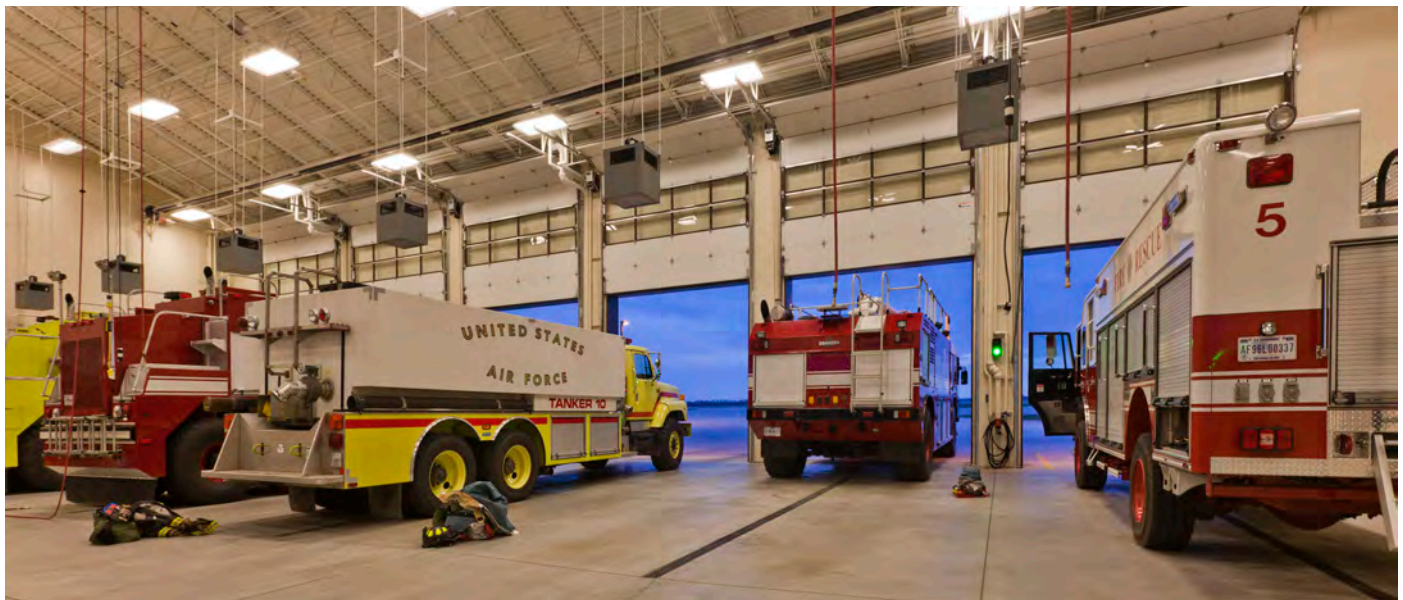
The SEH team understands the latest design features and enhancements currently being designed into new stations. Whether it is built-in facilities for training, telecommunications technology, diversity features to accommodate both male and female firefighters and the latest trends in turn out gear storage, vehicle exhaust systems, kitchen equipment, day and bunk room furnishings or bi-fold apparatus bay doors, the SEH team will introduce options for creating a modern and efficient facility.



New North Side Fire Station – Menomonie, Wis.



Eagan Public Safety Center – Eagan, Minn.



Design-Build Fire Station for Grand Forks AFB –Grand Forks, N.D.

Key Personnel

SEH helps clients create facilities of function, flexibility and enduring quality. Public safety facilities often support a wide array of functions that must fit and work together in an economical footprint.

Project Manager Pat Fehrenbach, AIA, LEED AP, has overall responsibility for completion of the project. With oversight and guidance from Principal, Trevor Frank, Pat will manage the team including subconsultants Fredericksen Engineering (HVAC), Muermann Engineering (mechanical and electrical) to assist in delivering a successful fire station facility for De Pere.

Under the direction of SEH Project Manager, the engineering subconsultants will work closely with SEH's architectural staff to design building systems that meet the needs of the various users. Integrating the architectural and engineering disciplines on this project will be easily accomplished, as the three firms have worked together on many recent municipal building projects, including an addition to the Bellevue Village Hall; numerous vehicle and training facilities at Fort McCoy; and others throughout the state.

Resumes of all key project team members follow.



Mound Public Safety Facility – Mound, Minn.

Trevor M. Frank, AIA, LEED AP, PMP, NCARB

Principal

Mr. Frank is a Senior Architect and Project Manager with more than 20 years of experience in a wide variety of building types including municipal, educational, industrial, commercial and renovation/restoration projects. Trevor is responsible for coordination of project budgets, scheduling and marketing efforts. He provides project management for architectural projects including new design and renovation of facilities for both the public and private sectors. Trevor has project experience including various state and federal projects.

EXPERIENCE

Fire Station Study (Verona Fire District) – Verona, Wis.

Lead Architect and part of the team that analyzed the existing station location to determine the best location for coverage in the Verona Fire District. Trevor led the team for this study, which included existing structure analysis, equipment and staffing needs, projected growth areas, automatic/mutual aid agreements, training programming, future traffic/transportation changes, volunteer/staff location analysis, and future trend analysis of all types of emergency calls.

Fire Station Facility Study – Town of Greenville, Wis.

Project Manager for facility needs assessment and long-range plan for the fire department facilities on two separate sites. The study programmed a roughly 17,000 sq. ft. fire station on two potential sites and studied the feasibility and cost impact of both options.

Fire Station Location Study – City of Fitchburg, Wis.

Lead Architect and Project Manager for the study and schematic design of the new fire station. Trevor completed the existing structure analysis, equipment and staffing needs, projected growth areas, acquisition of part of the Town of Madison, automatic/mutual aid agreements, training programming, future traffic/transportation changes and future trend analysis of all types of emergency calls. The project was completed through schematic design.

Fire Station Design, Main and Substation – City of Fitchburg, Wis.

Lead Architect and Project Manager programming and designing two separate fire station facilities. A 17,000 sq. ft. west side station and a 45,000 sq. ft. main station on the City's east side. The projects are being delivered as a construction manager led design-bid-construct delivery method. Construction on the west side station is scheduled for 2015 with the east side station to follow in 2016/2017.

Police/Fire City Hall Complex Study– City of Kaukauna, Wis.

Project Manager for a newly proposed municipal service complex in downtown Kaukauna. Trevor provided management and schematic design for the 65,000 sq. ft. facility that included recommendations for property acquisitions and developed estimates of probable cost. Multiple sites and building configurations were developed and narrowed to the solution with the least amount of land use impact and cost. The first phase of this project (police station and city hall) is currently under construction.

Fire Stations 40 and 41 Renovation and Expansion – City of Menasha, Wis.

Project Architect for the \$1.8 million renovation and addition to Fire Stations 40 and 41. Trevor provided construction administration services and as local Construction Administrator, coordinated the job site visits, fielded questions and responded to RFIs. He also participated in weekly construction meetings.



EDUCATION

Master of Science
Architecture
University of
Wisconsin-Milwaukee

Bachelor of Science
Architecture
University of
Wisconsin-Milwaukee

PROFESSIONAL REGISTRATIONS

Architect in Wisconsin,
North Dakota, Iowa, Indiana,
Minnesota, Arizona, Georgia,
and South Dakota

CERTIFICATIONS

LEED Accredited Professional
(LEED AP) (2008), U.S. Green
Building Council (USGBC)

Architect (2003), National
Council of Architectural
Registration Boards (NCARB)

Project Management
Professional (PMP) (#1471533,
2011), Project Management
Institute (PMI)

American Institute of
Architects

Wisconsin Society of Architects

National Council of
Architectural Registration
Boards

U.S. Green Building Council

Patrick H. Fehrenbach, Associate AIA, LEED AP

Project Manager

Mr. Fehrenbach is a Senior Architect with 28 years of architectural experience. During his architectural career, Pat has been fortunate to have worked on a variety of project types: industrial, education, retail, commercial, municipal and hospitality. His roles on projects include: programming, conceptual design, entitlements, project management, code analysis and construction administration. Pat has project experience with not only new facilities, but also existing facility renovations and or additions.

EXPERIENCE

Fire Station Design, Main and Substation – City of Fitchburg, Wis.

Assisting with the design and layout of two separate fire station facilities. A 17,000 sq. ft. west side station and a 45,000 sq. ft. main station on the City's east side. The projects are being delivered as a construction manager led design-bid-construct delivery method. Construction on the west side station is scheduled for 2015 with the east side station to follow in 2016/2017.

Police/Fire City Hall Complex Study – City of Kaukauna, Wis.

For this newly proposed municipal service complex in downtown Kaukauna, Pat worked with the team on the final design and construction documents for the 65,000 sq. ft. facility that included recommendations for property acquisitions and developed estimates of probable cost. Multiple sites and building configurations were developed and narrowed to the solution with the least amount of land use impact and cost. The first phase of this project (police station and city hall) is currently under construction.

Fire Station Facility Study – Town of Greenville, Wis.

Pat is working with the project team on the schematic designs for these new facilities. Project began with a facility needs assessment and long range plan for the fire department facilities on two separate sites. The study programmed a roughly 17,000 sq. ft. fire station on two potential sites and studied the feasibility and cost impact of both options.

Whitehall City Center – City of Whitehall, Wis.

Project Manager and Lead Architect for this City Center Complex in the City of Whitehall. This facility contains city administration offices, library, senior center, community room, and a public gymnasium. After reviewing several options for the expansion or remodel of the city's existing facility, a final design was selected that involved removing much of the older, inefficient building, leaving the existing gymnasium and some support spaces. Final project adds 15,000 s.f. of new space to the existing 16,500 s.f. of existing space.

EXPERIENCE PRIOR TO JOINING SEH

De Pere Riverwalk and Wildlife Viewing Pier – De Pere, Wis.

Final design review and construction inspection services for extension of Voyageur Park out to a previously inaccessible island over existing lock via pedestrian bridge and lift bridge. The project included 100 ft. pedestrian bridge, 40 ft. lift bridge, 100 ft. fishing dock, and a 300 ft. viewing pier constructed on existing bridge foundations.



EDUCATION

Bachelor of Science
Architectural Studies
University of Wisconsin
Milwaukee

PROFESSIONAL REGISTRATIONS

Architect in Wisconsin

CERTIFICATIONS

LEED Accredited Professional
(LEED AP), U.S. Green Building
Council (USGBC)

PROFESSIONAL ASSOCIATIONS

American Institute of
Architects

U.S. Green Building Council
(USGBC), Member

Mark J. Zvitkovits, Associate AIA, LEED GA

Project Architect

Mr. Zvitkovits is an Architectural Technician with more than seven years of experience in architectural design and construction documents. Mark works with AutoCAD Architecture 2010 and Autodesk Revit Architecture 2014 on a variety of building project types varying in square footage and cost. Mark's responsibilities range from drafting schematic drawings through construction drawings. He works on design calculations and layout, as-built drawings, cost estimating and provides shop drawing reviews.

EXPERIENCE

Police/Fire City Hall Complex Study – City of Kaukauna, Wis.

Technician for a newly proposed municipal service complex in downtown Kaukauna. Mark provided drafting support and 3D computer modeling for the schematic design for the 65,000 sq. ft. facility that included recommendations for property acquisitions and developed estimates of probable cost. Multiple sites and building configurations were developed and narrowed to the solution with the least amount of land use impact and cost. The City is currently under negotiations with adjacent land owners. The design will be completed in 2014 with phased construction of the facility taking place in 2015-2017.

Greenville Fire Station – City of Greenville, Wis.

Technician providing drafting and 3D modeling support for the design of a 25,000 sq. ft. fire station for the Town of Greenville. The new facility will also house the town's emergency medical services staff, which is provided by a private ambulance company. The facility is in the programming stages and will go out for referendum in Fall 2015.

Fire Station Location Study – City of Fitchburg, Wis.

Technician for the study and schematic design of the new fire station. Mark provided drafting support and 3D computer modeling for the schematic design of the facility.

Fire Station Design, Main and Substation – City of Fitchburg, Wis.

Mark is currently providing drafting and 3D modeling support in the design of two separate fire station facilities. A 17,000 sq. ft. west side station and a 45,000 sq. ft. main station on the City's east side. The projects are being delivered as a construction manager led design-bid-construct delivery method. Construction on the west side station is scheduled for 2015 with the east side station to follow in 2016/2017.

Public Works Renovation – City of Maplewood, Minn.

Technician responsible for creating the construction documents for the renovation of the community's public works facility. The renovation involved relocating offices within the existing building, redeveloping the main entrance and building out office space in what was existing unfinished space allocated for future expansion.

Highway Department Building Expansion (Outagamie County Highway Department) – Little Chute, Wis.

Technician on the approximately 1,800 sq. ft. addition of office space and a multifunction room. Mark was responsible for developing all construction documents using Revit software. The project is a design-bid-construct delivery method for an office and large conference room addition to the existing shop building in Little Chute.

Lake Street Transit Station (Hennepin County) – Minneapolis, Minn.

Technician for calculating the material quantities for a new transit station. Mark was responsible for reviewing the design development documents and the calculating the amount of materials required so that an accurate cost estimate for the project could be made.



EDUCATION

Bachelor of Science
Architecture
School of Architecture and
Urban Planning
University of
Wisconsin-Milwaukee

Urban Planning Certificate
School of Architecture and
Urban Planning
University of
Wisconsin-Milwaukee

Real Estate Certificate
Sheldon B. Lubar School of
Business
University of
Wisconsin-Milwaukee

CERTIFICATIONS

LEED Green Associate (LEED
GA), U.S. Green Building
Council (USGBC)

Firefighter I/HazMat Ops
(#O38274, 2010), Lakeshore
Technical College

PROFESSIONAL ASSOCIATIONS

American Institute of
Architects, Associate Member

U.S. Green Building Council

Wisconsin State Firefighters
Association

International Association of
Firefighters (IAFF), Local 4854

COMMUNITY INVOLVEMENT

Firefighter/MPO, Village of
Germantown Fire Department

Former Lieutenant, Town
of Wilson-Black River Fire
Department

Bert Fredericksen, PE | Fredericksen

HVAC

Mr. Fredericksen is a Vice President/Principal in the firm and is responsible for project design and overseeing the work of the project engineers. He takes the role of Principal-in-Charge for many projects and as such is the primary client contact for the project and oversees the work of the design team within Fredericksen Engineering, Inc. In a typical year, he oversees the design of HVAC systems serving roughly 750,000 sq. ft. of total building construction.

In this role, he is able guide the direction of the design using his extensive experience to aid the project engineers. His extensive knowledge and experience in the areas of energy conservation, system design and project coordination allows him to support and positively impact the project and the design team.

Bert served on the State of Wisconsin Energy/HVAC Code Committee from 1995 through 2000. In this role, he helped direct many of the energy conservation measures currently incorporated in the Wisconsin building codes. He remains a strong advocate of energy conservation and continues to investigate new opportunities to reduce the energy needs of the building mechanical systems we design.

In 2010, Bert began serving on the Indoor Environmental Quality in Schools Task Force. This task force makes recommendations to the Department of Education concerning the development of standards for air quality in schools for both current buildings and future school construction.



EDUCATION

Bachelor of Science
Mechanical Engineering
Valparaiso University
Valparaiso, Ind.

PROFESSIONAL REGISTRATIONS

Registered Professional
Engineer in Wisconsin, Illinois,
Michigan and Iowa

Randy All, PE | Fredericksen

HVAC

Mr. All is a partner in the firm and brings important and significant understanding to his position. His extensive and varied experience, coupled with a solid engineering background, provides valuable insights to projects as they develop. His engineering degree provided the opportunity to work as a Mechanical Engineer, a Project Design Engineer, and as a Design/Build HVAC Engineer in the building industry. His life experiences bring to the table a finer understanding of the construction process from the point of view of the clients he serves.

He is currently our Senior Project Engineer and is a valuable resource to the Project Engineers in the firm.



EDUCATION

University of Wisconsin -
Platteville - Bachelor of Science
Mechanical Engineering - 1990

PROFESSIONAL REGISTRATIONS

Registered Professional
Engineer in Wisconsin,
Minnesota, North Dakota Ohio,
Pennsylvania, Mississippi, and
Georgia

Curt F. Krupp | Muermann

Electrical Designer

Mr. Krupp has extensive project management experience for educational, commercial and municipal facility projects and specializes in lighting, power distribution and special systems design. He is knowledgeable in the areas of computer networking, phone systems, data distribution, CATV distribution, fire alarms, CCTV and security.

Curt has provided design for:

- Building power distribution
- Building lighting
- Emergency power systems
- Uninterruptible power systems (UPS)
- Building alarm systems
- Building intercom, telephone and public address systems
- Telecommunication systems and data cable distribution
- Process control systems
- Motor controls
- Lighting and surge suppression
- Generator addition and replacement



EDUCATION

Milwaukee School of Engineering, Electrical Program
Milwaukee, Wis.

Moraine Park Technical College
Civil/Structural Engineering
Fond du Lac, Wis.

Hughes Institute
Alexandria, Virg.

Designing electrical systems
for facilities, electrical
distribution

University of Wisconsin
Electrical System Design
Madison, Wis.

Illuminating Engineering
Society of America (IES)
Commercial and Industrial
Lighting Certificate
Commercial and Industrial
Lighting Certificate

Timothy D. Kehoe | Muermann

Plumbing Designer

Mr. Kehoe is responsible for project engineering and management, directing team members and providing technical expertise from schematic design through final design and construction administration on many types of projects. Tim has over 20 years of experience in plumbing system design, including waste, vent and water distribution systems, medical gas piping design and fire protection. His background includes design of the following settings:

- Higher education
- Healthcare
- Commercial
- Industrial



EDUCATION

Attended Milwaukee School
of Engineering - Mechanical
Program

Milwaukee Area Technical
College – Mechanical Design

CERTIFICATIONS

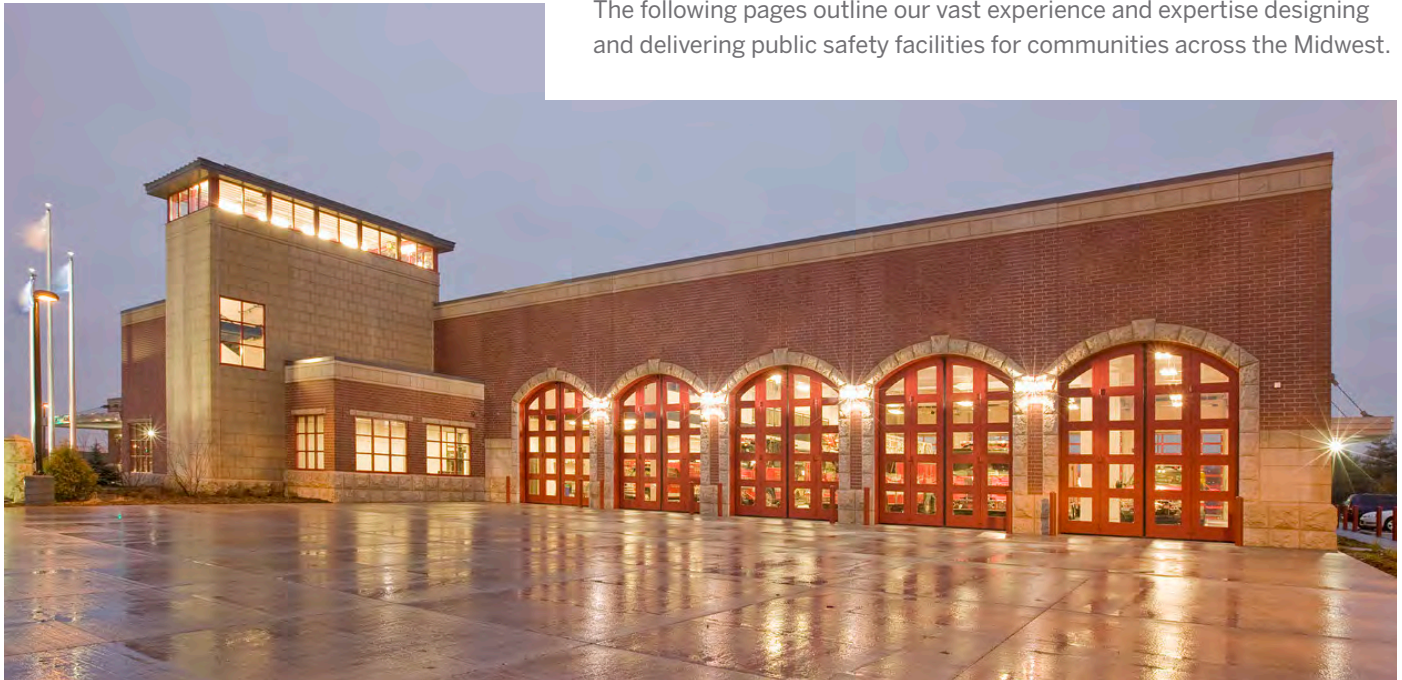
Registered Plumbing Designer
in the State of Wisconsin

Similar Experience

Modern fire stations must support and provide for the educational, training and physical demands placed on today's first responders. Pre-9/11, hazardous materials response, pre-hospital advanced life support, public education, fire protection inspections and response to terrorism incidents were seldom considered. Today, fire service and other emergency response agencies frequently respond to such incidents.

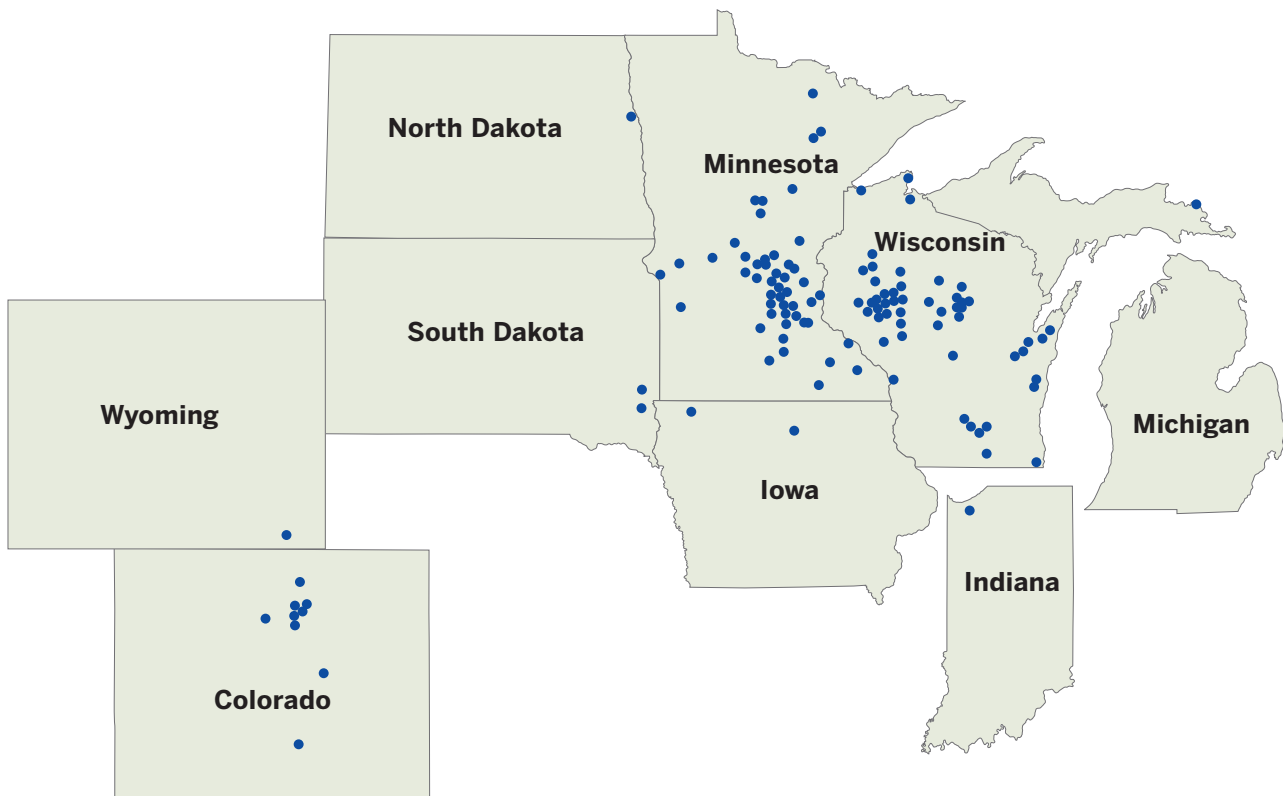
Our staff is familiar with all aspects of the seemingly endless list of design considerations that must be addressed early in the planning process. This early planning limits the need for designers to "back-track" to include a feature that may have been overlooked, but is vital to the department's response protocol.

The following pages outline our vast experience and expertise designing and delivering public safety facilities for communities across the Midwest.



Middleton Fire and EMS Facilities – City of Middleton, Wis.

SEH FIRE STATION PROJECT LOCATIONS



Wyoming (1) Laramie	South Dakota (2) Del Rapids Tea	Buffalo Chisholm Clearwater Cold Spring Eagan Eden Prairie Elysian Foley Gaylord Glenwood Grey Eagle Hanover Hopkins Jordan Keewatin Kimball Lake City Lakeville	Long Lake Mankato Maplewood Montevideo Montgomery Mora Morris Mound Norwood/ Young America Ortonville Palisade Pequot Lakes Princeton Ramsey Rogers Sauk Rapids St. Charles	St. Cloud St. Francis Stewartville Iowa (1) Clear Lake Sibley Wisconsin (48) Abbotsford Alma Center Altoona Anson, Town of Ashland Barron Bellevue Birchwood Boyceville	Chetek Chippewa Falls Chippewa Valley Airport Cornell Eau Claire Elkhart Lake Fairchild Fitchburg FVTC Training Facility– Appleton Fort McCoy Training Facility Jackson Janesville Kaukauna Kenosha	Kronenwetter La Crosse Airport Lake Hallie Ladysmith Lafayette, Town of Marathon Marshfield Menasha Menomonie Merrill Middleton Mosinee Red Cliff Rib Lake Rib Mountain Rice Lake	Rome, Town of Seymour, Town of Stoughton Stratford Superior Union, Town of Wausau Weston Wheaton, Town of Whitehall Indiana (1) South Haven/ Portage Michigan (1) Sault Ste. Marie
Colorado (9) Bennett Brighton Evans Gilcrest Lake Dillon Larkspur Milliken Platte Valley Pueblo West	Minnesota (47) Albany Albertville Andover Augusta Bayport Becker Big Lake Bloomington Bois Forte Tribal Reservation Brainerd Breezy Point						
North Dakota (1) Grand Forks Air Force Base							

SEH FIRE STATION DESIGN SERVICES

- Site evaluation
- Space needs studies
- Programming
- Code analysis
- Structural evaluation
- Asset management
- Building condition studies
- Restoration and renovation plans
- Roofing design
- Interior design
- Schematic design
- Design development
- Construction administration
- Construction documents
- Public involvement
- Grant applications

SEH FIRE STATION AWARDS

- New Fire Station - Rib Mountain, Wis.
2010 Station Style Design Competition, Fire Chief Magazine, Notable Recognition, Volunteer Station
- New North Side Fire Station - Menomonie, Wis.
2010 Station Style Design Competition, Fire Chief Magazine, Notable Recognition, Design
- Elkhart Lake Fire Station - Elkhart Lake, Wis.
2009 Station Style Design Competition, Fire Chief Magazine, Notable Recognition, Volunteer Station
- Middleton Fire and EMS Facilities - Middleton, Wis.
2009 Station Style Design Award for Volunteer Stations, Fire Chief Magazine, Silver Medal
- Police/Village Hall/Fire Safety Complex - Bellevue, Wis.
2009 Station Style Design Award, Fire Chief Magazine, Notable Recognition, Shared Facilities
- New Fire Station - Maplewood, Minn.
Minnesota Construction Association Project Excellence Award for Green/Sustainable Project
- Sauk Rapids Fire Station - Sauk Rapids, Minn.
2008 Fire Station Design Award, Fire Chief Magazine
- Mound Public Safety Facility - Mound, Minn.
2005 Fire Station Design Award for Notable Volunteer Station Design, Fire Chief Magazine
- Ramsey Fire Station - Ramsey, Minn.
2002 Station Style Design Award, Fire Chief Magazine



North Side Fire Station – Menomonie, Wis.

AWARD 

FREDERICKSEN ENGINEERING

Fredericksen Engineering is a consulting engineering firm with more than 150 years of combined experience in the mechanical engineering field. In the firm's 60 year history, they have specialized in consulting and design services with projects completed throughout the United States.



Fredericksen's consulting services primarily encompass the preparation of detailed drawings and specifications for competitive bidding and construction. In addition, they also provide comprehensive services in the areas of energy conservation, construction cost estimates, energy/cost analysis and construction management. They are experienced with all aspects of design and is capable of attacking even the most difficult engineering problems.

RELEVANT EXPERIENCE

- Appleton Fire Station No. 1 Remodel – Appleton, Wis.
- Beaver Dam Fire Department Renovation – Beaver Dam, Wis.
- Caledonia Fire Department – Caledonia, Wis.
- Cedarburg Fire Station – Town of Cedarburg, Wis.
- Delafield Police and Fire – Delafield, Wis.
- Delavan Fire Station – Delavan, Wis.
- Hales Corners Fire Station – Hales Corners, Wis.
- Kiel Fire Station Addition – Kiel, Wis.
- Kohler Fire Department – Kohler, Wis.
- Kronenwetter Fire Station – Kronenwetter, Wis.
- Liberty Grove Fire Station – Liberty Grove, Wis.
- Marshfield Fire Station O.A. Review – Marshfield, Wis.
- Mauston EMS – Mauston, Wis.
- Mount Pleasant Fire Station – Mount Pleasant, Wis.
- Nashotah Fire Station Addition – Nashotah, Wis.
- Oak Creek Fire and Police – Oak Creek, Wis.
- Oconomowoc Fire Station # 2 – Oconomowoc, Wis.
- Fire Station and Village Hall – Pleasant Prairie, Wis.
- Racine Communications Dispatch Expansion – Ives Grove, Wis.
- Sheboygan Fire Station No. 3 – Sheboygan, Wis.
- Sister Bay Fire Station – Sister Bay, Wis.
- St. Francis Fire, Police and City Hall – St. Francis, Wis.
- Two Rivers Fire Dept. – Two Rivers, Wis.
- West Bend Fire Station No. 2 – West Bend, Wis.

MUERMANN ENGINEERING

Muermann Engineering is a registered, insured professional consulting firm providing electrical, telecommunications, plumbing and fire protection design services. Muermann provides plumbing and fire protection design services in concert with their electrical team or independently. Their engineers incorporate forward-thinking energy conservation innovations, such as water reuse and solar pool water heating. In addition to standard plumbing design elements such as interior and exterior sanitary and storm drain systems, their plumbing department also designs specialty plumbing systems for use in unique environments such as hospital and laboratory settings.



RELEVANT EXPERIENCE

- Appleton Fire Station – Appleton, Wis.
- Delavan Fire Station – Delavan, Wis.
- Fitchburg Fire Station – Fitchburg, Wis.
- Fond du Lac Fire Station – Fond du Lac, Wis.
- Hales Corners Fire Station – Hales Corners, Wis.
- Horicon Fire Department – Horicon, Wis.
- Howard Fire Station – Howard, Wis.
- Johnson Creek Fire Station – Johnson Creek, Wis.
- Kenosha Fire Department – Kenosha, Wis.
- Kiel Fire Station – Kiel, Wis.
- Kronenwetter Fire Station – Kronenwetter, Wis.
- Lake Delton Fire Station – Lake Delton, Wis.
- Liberty Grove Fire Station – Sister Bay, Wis.
- Madison Fire Department – Madison, Wis.
- Manitowoc Fire Department – Manitowoc, Wis.
- Marinette Fire Department – Marinette, Wis.
- Menasha Fire Department – Menasha, Wis.
- Mount Pleasant Village Fire Station – Mount Pleasant, Wis.
- Nashotah Village Fire Station – Nashotah, Wis.
- New Lisbon Fire Station – New Lisbon, Wis.
- Oak Creek Fire Station – Oak Creek, Wis.
- Parkland Fire Station – Parkland, Wis.
- Pine Grove Fire Station – Pine Grove, Wis.
- Pleasant Prairie Fire Station – Pleasant Prairie, Wis.
- Poygan/Winneconne Fire Department – Winneconne, Wis.
- Racine County Dispatch Office – Racine, Wis.
- Reedsburg Fire Station – Reedsburg, Wis.
- Rhinelander Fire Station – Rhinelander, Wis.
- Sheboygan Fire House No. 1 & No. 2 – Sheboygan, Wis.
- Sister Bay Fire Station – Sister Bay, Wis.
- Sun Prairie Fire Station – Sun Prairie, Wis.
- Three Lakes Fire Station – Three Lakes, Wis.
- Waterford Fire Station – Waterford, Wis.

Fitchburg Fire Station

Fitchburg, Wisconsin



Services

- Architecture
- Civil engineering
- Interior design
- Sustainable design
- Construction administration services

Key Personnel

Trevor Frank – Project Manager/Lead Designer
 Pat Fehrenbach – Design
 Jim Lynch – Project Architect/Construction Administration
 Mark Zvitkovits – CAD Production
 Randy All – HVAC Design
 Curt Krupp – Electrical
 Tim Kehoe – Plumbing
 Steve Roloff – Structural

Features

- Station and site design process
- Space needs assessment
- Identification of land/site requirements
- Preliminary design report and cost estimates
- Operational efficiency analysis
- Public input/public information support
- Property acquisition assistance
- Station siting study and response time analysis
- Topographic analysis of selected sites
- Site access analysis and traffic flow study

The SEH team was selected to assist the City of Fitchburg in developing a new fire station to serve the community's growing population.

The design of the facility and study was completed through schematic design before the City put the project on hold due to funding requirements and long range borrowing schedule.

The project has been reactivated since January of 2014 and will be constructed in phases between 2015 and 2017.

SEH is currently programming a main and satellite station for the City of Fitchburg (45,000 sq. ft. main station and the 16,000 sq. ft. satellite facility).

References

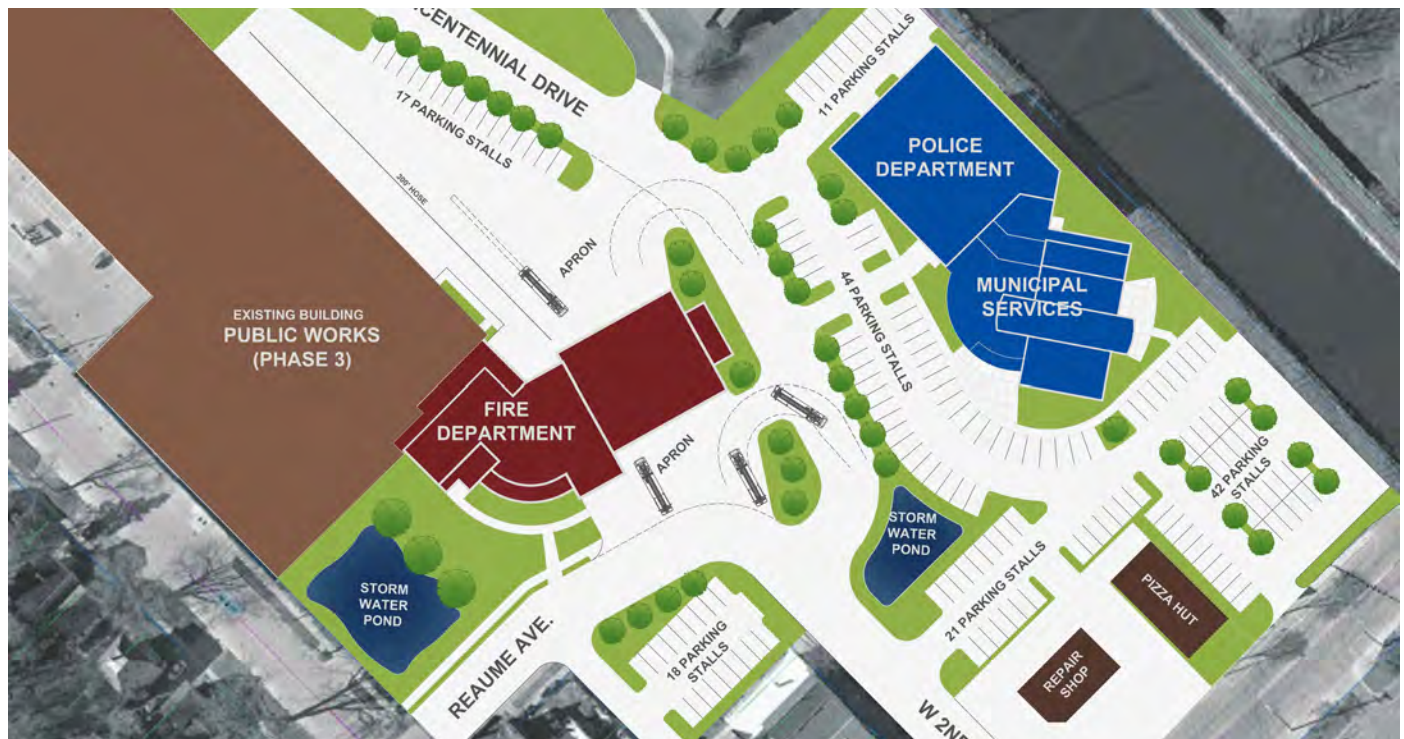
Tom Hovel Community Development/Planning
 Thomas.Hovel@fitchburgwi.gov
 608.270.4255

Chad Grossen
 Acting Fire Chief
 chad.grossen@city.fitchburg.wi.us
 608.278.2980

Lt. Dave Berman
 david.berman@city.fitchburg.wi.us
 608. 712.2466

Kaukauna Fire Station

Kaukauna, Wisconsin



Key Personnel

Trevor Frank – Project Manager/Lead Designer

Pat Fehrenbach – Final Design and Construction

Jim Lynch – Project Architect/Construction Administration

Mark Zvitkovits – CAD Production

Ryan Van Camp – Civil Engineer

Randy All – HVAC Design

Curt Krupp – Electrical Design

Tim Kehoe – Plumbing Engineering

Paul Karow – Structural Engineer

Features

- Day room
- Emergency operations center
- Exercise facility
- Drive-through apparatus bays
- Decontamination facilities
- Divided EMS/fire apparatus bays
- Turn out gear rooms

Services

- Architectural design
- Contract documents
- Bidding services
- Interior design
- Public involvement
- Construction administration

SEH is currently programming a 25,000 sq. ft. fire station for the City of Kaukauna. We are teamed with Boldt Construction as our cost and constructability consultant.

The station is the second phase of a three-phase master plan project to deliver two separate municipal services buildings on a single downtown urban campus. The police and municipal offices will be delivered this year, while the fire station, improvements to parks and recreation and the street department, will take place in 2017.

Reference

Fire Chief Paul Hirte
hirtepb@kaukauna-wi.org
920.766.6320

John Sundelius
Director of Public Works
sundelius@kaukauna-wi.org
952.766.6305

Greenville Fire Station

Greenville, Wisconsin



Services

- Architectural design
- Contract documents
- Bidding services
- Interior design
- Construction administration

Key Personnel

Trevor Frank – Project Manager/Lead Designer

Pat Fehrenbach – Schematic Design

Mark Zvitkovits – CAD Production

Features

- Seven apparatus bays
- Two ambulance bays
- Antique engine and hose cart display
- Dorm rooms
- Office space
- Kitchen
- Training room
- Exercise room
- Training/weather shelter basement

SEH is designing a 25,000 sq. ft. fire station for the Town of Greenville. The department is currently made up of mostly volunteer members; however, with the community growing, the station is being designed for the potential of the department transitioning into a career department.

In addition to fire protection, the new facility will house the town's emergency medical services staff, which is provided by a private ambulance company. The project is currently in the design phase and will be going out for referendum in Fall 2015.

Reference

Eric Kitowski
Deputy Fire Chief
EKitowski@TownofGreenville.com
920.757.7262

Dell Rapids Fire Station and Emergency Medical Services

Dell Rapids, South Dakota



Services

- Architecture
- Civil

Features

- Seven apparatus bays
- Two ambulance bays
- Training room
- Dorm rooms
- Office space
- Kitchen

Starting with an extremely tight budget for this rural South Dakota community, SEH worked diligently with them to develop the initial program and efficient design documents.

The facility is designed with a pre-engineered steel structure and metal siding with a masonry veneer base. The 14,500 sq. ft. building's final construction cost was under \$97/sq. ft.

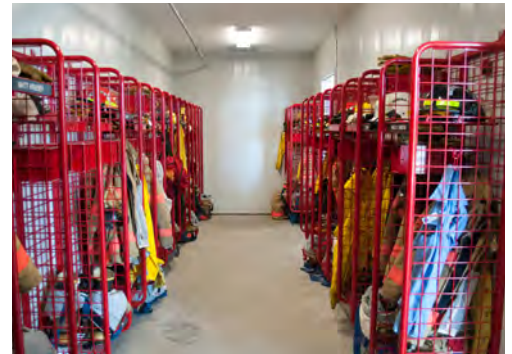
Reference

Justin Weiland
City Administrator
City of Dell Rapids
605.428.3595
cityadmin@cityofdellrapids.com

Attachment: Exhibit B - SEH (3731 : Resolution #15-81, Proposal for the Fire Station 2 Renovation)

Hoyt Lakes Emergency Services Building

Hoyt Lakes, Minnesota



Services

- Architecture
- Interior design
- Civil
- Programming

Reference

Rebecca Burich
City Clerk
City of Hoyt Lakes
218.225.2344
clerk@hoytlakes.com

Features

- Shared fire and police services
- Training room
- Two fire apparatus bays
- Three EMS bays
- Indoor police parking

The project consisted of renovating an existing funeral home building to house the City's police department along with the construction of a 7,500 sq. ft. addition to house fire and EMS vehicles and equipment along with a training room and kitchen.

SEH conducted a comprehensive study, which laid the foundation for the new emergency services building. The study included the development of a detailed space needs study for the police, fire, and emergency medical services departments. Interviews with current staff members and the City's building committee were conducted along with site tours of their existing facilities in order to outline their current needs.

Utilizing the information gathered, three building and site options were developed for the City's review. Along with the building design options, estimates of probable cost and a list of advantages and disadvantages of each option were presented to the City. The preferred option identified in the study resulted in the construction of a new 15,000 sq. ft. facility.

Clear Lake Fire/EMS Station

Clear Lake, Iowa



Services

- Architectural
- Interior design

Features

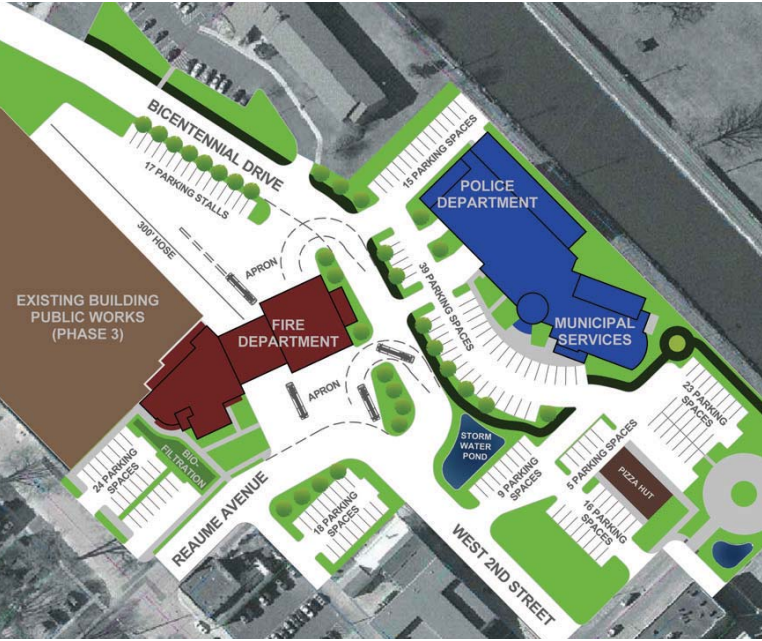
- New fire and full time EMS facility
- In-floor heating system
- Stormwater collection for irrigation and pump testing
- Residential dorms for full time EMS staff

SEH provided architectural services for a new, 18,000 sq. ft. fire and full-time EMS facility with residential dorms for full-time EMS staff. The facility features in-floor heating in the emergency vehicle bays and a stormwater collection system for irrigation and pump testing.

Attachment: Exhibit B - SEH (3731 : Resolution #15-81, Proposal for the Fire Station 2 Renovation)

Fee Schedule

TASK	HOURS	COST
Complete Preliminary Research and Meeting	14	\$1,400
Complete Preliminary Design and Meet with Staff	57	\$5,040
Complete Final Design	14	\$1,400
Create Detailed Plans and Specifications	120	\$11,400
Complete State Submittals and Obtain Approval Plans	7	\$640
Generate Final Estimate and Bidding Documents	10	\$1,200
Bid Project and Address Contractor Questions	14	\$1,280
Provide Construction Administration	68	\$6,320
TOTAL	304	\$28,680



Top: In Kersey, Colorado, the fire department built a community-focused station that included amenities for city residents and events.

Bottom left: Rather than rehabilitate out-of-date structures, officials in Kaukauna, Wisconsin, decided to co-locate their fire, police and municipal services on a new campus.

Bottom right: Equipped with a cutting-edge training facility, the 16,500-square-foot fire station in Maplewood, Minnesota, was the first in the state designed to follow International Green Construction Code standards.

DID YOU KNOW?
According to the *Guinness Book of World Records*, the world's smallest fire station, in North Yorkshire, England, is only 13 ft. by 20 ft.

Responding to Change

FIVE MAJOR TRENDS SHAPING MODERN FIRE STATION DESIGN

Everything about firefighting and emergency response is changing. Growing communities need more trucks and today's larger trucks need more space.

Unfortunately, many of our aging firehouses are ill-equipped to adequately handle these changes. Here we share key fire station planning and design trends that are positioning emergency responders for the 21st century.

PERFORMANCE-FORWARD DESIGN

One can't responsibly design a fire station these days without finding every possible way to get emergency responders to the scene as quickly as possible. When building a new station, this translates to single-story design (if site constraints allow), clear paths to apparatus bays, or installing four-fold side-motion doors, which open approximately twice as fast as conventional rolling or sectional-overhead doors.

CO-LOCATION

Fire department with the police department, city hall with the public library, many communities are saving money when building new facilities by co-locating public service facilities within the same structure or campus. In Kaukauna, Wisconsin, officials decided to build a new campus for fire, police and municipal services rather than rehabilitate their out-of-date structures. In Bennett, Colorado, the town is joining with the Bennett Fire Protection District to build a new 40,000-square-foot joint facility with shared meeting spaces and building systems in order to save costs over two separate buildings.

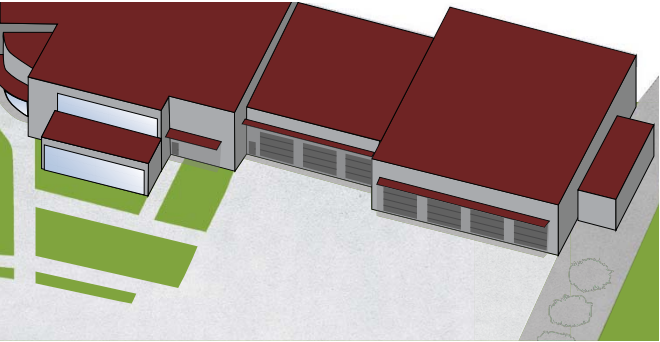
FOCUS ON COMMUNITY

Modern fire departments are recognizing the opportunity to play a larger role in the community. In addition to building context-sensitive structures that fit in with the surrounding environment, having a community focus means creating community-friendly facilities. At the updated fire station in Kersey, Colorado, the department strengthened their connection with the surrounding community by

building a community room — with separate entrance — where citizens can host community and other events, essentially becoming Kersey's town hall.

GREEN DESIGN

Vegetative roofs, photovoltaic panels, energy-efficient windows — a generation ago these words were only in the design vocabulary of the most progressive architects. Thankfully, sustainable design trends have spread into the realm of fire station design. Green building design directly benefits owners through lower energy bills, lower water usage, and provide safer and healthier environments for occupants.



The Kaukauna Fire Department building is co-located on the same campus as police and municipal services.

TRAINING FACILITIES

If you want the best emergency response team you need to provide excellent training. Decision makers are recognizing both the need and opportunity to outfit their operations with training facilities. These facilities provide opportunities for the local department, but they can also foster collaboration among neighboring departments who may come in to train as well.

Have questions about modernizing your facility or building new? Contact Trevor Frank at tfrank@sehinc.com.



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sehinc.com

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Resolution #15-82, Authorizing Agreement for Services Between North Greenville Fitness & Cardiac Rehabilitation Clinic, Inc. And City of De Pere (Firefighter Medical Physicals).

ATTACHMENTS:

- Reso15-82 (DOCX)
- DEPEREwisconsinfireContract (DOC)
- FIREFIGHTER MEDICAL PHYSICALS (PDF)
- 2015 COMPARISON FEES (PDF)

RESOLUTION #15-82

AUTHORIZING AGREEMENT FOR SERVICES BETWEEN NORTH GREENVILLE
FITNESS & CARDIAC REHABILITATION CLINIC, INC. AND THE CITY OF DE PERE
(Firefighter Medical Physicals)

WHEREAS, the City of De Pere Fire Rescue Department is interested in providing preventative health and fitness screenings for its employees and spouses; and

WHEREAS, North Greenville Fitness & Cardiac Rehabilitation Clinic, Inc. has available and offers to provide personnel and equipment necessary to accomplish such screening services within the required time; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Agreement for Design Services Between North Greenville Fitness & Cardiac Rehabilitation Clinic, Inc. and the City of De Pere, as is attached hereto, subject to changes as deemed necessary by the City Attorney.

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 21st day of July, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Proposal for Services

This agreement for Services is made and entered as of the 15th day of July, 2015 by and between North Greenville Fitness & Cardiac Rehabilitation Clinic, Inc. ("North Greenville Fitness"), whose address is PO Box 606, Travelers Rest, SC 29690, Greenville County, SC and the De Pere Fire Department, whose address is: 400 Lewis Street, De Pere, WI 54115.

Witnesseth:

WHEREAS, North Greenville Fitness is in the business of providing preventative health and fitness screening services.

WHEREAS, the De Pere Fire Department desires preventative health and fitness screenings for its employees and spouses.

NOW, THEREFORE, for and in consideration of the mutual promises, undertakings, and covenants set forth herein, the receipt and sufficiency of which is acknowledged and affirmed by the De Pere Fire Dept., the parties hereto agree as follows:

1. Commencing on _____, 2015, North Greenville Fitness will begin conducting preventative health screenings for the De Pere Fire Department.
2. The preventative health screenings shall consist of those procedures outlined in Exhibit A hereto.
3. Charges for various services included in preventative health screenings shall conform to those charges outlined in Exhibit A under hereto.
4. The preventative health screenings will be conducted **on-site** at locations designated by the De Pere Fire Department.
5. The De Pere Fire Department shall pay to North Greenville Fitness as full compensation here under for services referenced in Exhibit A. North Greenville Fitness will send an invoice to the De Pere Fire Department immediately after services have been rendered. Said compensation shall be made to North Greenville Fitness at the address above within thirty days of completion of preventative health screenings each week.
6. The term of this Agreement shall be for the period from the date first written above through June 22nd, 2016, after which time there will be a price increase. The De Pere Fire Department shall have the right to renew the agreement for a one-year period by giving North Greenville Fitness at least sixty (60) days prior written/verbal notice. North Greenville Fitness shall notify the De Pere Fire Dept. within ten (10) days of receipt of any revisions to the Agreement for the renewal period. Acceptance of revisions to the Agreement shall be by mutual agreement. This agreement shall be terminated by either party (The De Pere Fire Dept. /North Greenville Fitness), giving at least thirty (30) days written notice.

7. This Agreement may not be modified unless such modification is in writing and signed by both parties.

8. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and the Agreement shall be construed and enforced as if such provisions had not been included.

9. North Greenville Fitness shall defend, indemnify, and hold harmless the City of De Pere Fire Dept., its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or on appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the simple misconduct, willful misconduct, simple negligence, or gross negligence of the De Pere Fire Dept.

10. Costs for transportation, lodging, meals and incidental expenses incurred by North Greenville Fitness are allowable subject to limitations outlined by De Pere Fire Dept.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto the date first written above.

North Greenville Fitness and Cardiac
Rehabilitation, Inc.

By: _____
Print: Greg Barker

Its: Vice President of Sales

Address: P.O. Box 606
Travelers Rest, SC 29690

De Pere Fire Department

ATTEST: _____
Print: Dennis L. Rubin-Fire Chief

Address: 400 Lewis Street
De Pere, WI 54115

EXHIBIT A

2015 Pricing Information

The North Greenville Fitness Basic Health Enhancement program will be administered **at your desired location** for **\$230.00 per program participant**. This cost includes ALL of the following documented services on this page **and the monitoring physician's charge**.

\$230.00 Per Participant Includes:

1. BLOOD WORK (comprehensive lipid panel with CBC, SMAC 25)
2. ANTHROPOMETRIC MEASUREMENTS (height, weight, etc.)
3. PULMONARY FUNCTION evaluation
4. BODY COMPOSITION measurements (six site skin fold measurements)
5. RESTING (12- lead) electrocardiogram (E.K.G.)
6. SUBMAXIMAL ergometer (bike) graded exercise STRESS TEST (with 12- lead electrocardiogram and blood pressure monitoring)

*Monitoring physicians are national board certified and review all testing results with participants upon completion of health and fitness exam.
7. VISION AND HEARING screening
- 8.. CONSULTATIONS: (explain and review results)
 - a. Individual participant health screening report with copies and result profiles.
 - b. Individual exercise program recommendations are included in report.
9. DEPARTMENT SUMMARY REPORT which includes health related averages, ranges and annual comparison statistics for your file
10. A CLEARANCE FORM is provided for each individual tested
 - a. Fire brigade clearance forms for structural fire fighters
 - b. Respirator clearance forms for all others who are assigned tasks which require the use of a respirator (i.e. EMS, Water treatment, etc.)
11. PROGRAM MEETS REQUIREMENTS OF:
 - a. O.S.H.A. 1910.156
 - b. O.S.H.A. 1910.134
 - c. O.S.H.A. 1910.120
 - d. A.D.A.
 - e. NFPA 1582

12. ADDITIONAL SERVICES BY REQUEST:

- a. Full physician's hands-on physical
- *b. PSA prostate cancer tests on all males
- c. Tuberculosis skin tests for eligible participants

Memo



To: Honorable Mayor Walsh
Members of the Finance and Personnel Committee

From: Dennis L. Rubin, Fire Chief *DeRubin*

Office of the Fire Chief

Date: June 29, 2015

Re: Firefighter Medical Physicals

The De Pere Fire Department budgeted funds to conduct annual firefighter medical physicals for all emergency response employees. The medical physicals are part of the overall City "employee wellness initiative." Further, firefighter medical physicals are recommended by several national standards, to include the National Fire Protection Association (NFPA) Standard 1582, which is the "Standard on Comprehensive Occupational Medical Program for Fire Departments".

A team of De Pere Firefighters considered the various vendor options and analyzed the best value for our City at the lowest achievable cost. The research parameter included the need meet the tenants of the NFPA Medical Standard for Firefighters and to not add to the overtime burden to conduct the medical physicals. The results of their research are as follows:

- | | |
|--|---|
| 1. North Greenville Fitness & Cardiac Rehabilitation | \$235.00 Per member tested
x <u>36</u> Members
\$8,460.00 Total Cost |
| 2. Professional Health Services, Inc. | \$318.92 Per member tested
x <u>36</u> Members
\$11,481.12 Total Cost |

Both bids provide a complete NFPA Standard #1582 Firefighter Physical performed on site at Fire Station 2 (West Side). Both companies bring the medical testing trailer to our fire station. Each member would report to the station and complete the physical evaluation at the back lot of the fire station. Once the medical physical is completed, the firefighter resumes their post and finishes working their assigned shift. There is no need for our employees to travel outside the city, wait in a doctor's office, complete the physical and drive back to De Pere. The on-

site medical physical is a great cost saving measure and convenience for our members. The above listed price includes the testing trailer reporting to our fire station. Attached for your review is the health and fitness evaluation programs on behalf of North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc. and Professional Heath Services, Inc., along with the City of De Pere's 2015 Comparison Fees schedule of our three (3) local hospitals.

Based on the research and completing our due diligence, the Department would like to ask the Finance and Personnel Committee to recommend and support the De Pere Fire Rescue Department to enter into a service contract with North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc. to deliver 36 firefighter (NFPA 1582) medical physicals at De Pere Fire Station 2 (1180 Grant Street) at a time and date that is agreeable to both parties.

We thank the Committee for their consideration of this request. We stand ready to respond to any questions that the Committee might have.

Attachments (3)

North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

19.c

P.O. Box 606

Travelers Rest, South Carolina 29690-0606

Charles F. Turner, R.N.
Director:

Phone: 864-834-907
Toll Free: 888-348-891
Fax: 864-834-789

Pricing Information

The North Greenville Fitness Basic Health Enhancement program will be administered at your desired location for \$230.00 per program participant (\$235.00 for departments testing less than 30 participants). This cost includes ALL of the following documented services on this page and the monitoring physician's charge. This pricing is valid through June 30, 2015.

For your review, the health and fitness evaluation includes:

1. BLOOD WORK (comprehensive lipid panel with CBC, SMAC 25)
2. ANTHROPOMETRIC MEASUREMENTS (height, weight, etc.)
3. PULMONARY FUNCTION evaluation
4. BODY COMPOSITION measurements (six site skin fold measurements)
5. RESTING (12- lead) electrocardiogram (E.K.G.)
6. SUBMAXIMAL ergometer (bike) graded exercise STRESS TEST
(with 12- lead electrocardiogram and blood pressure monitoring)

*Monitoring physicians are national board certified and review all testing results with participants upon completion of health and fitness exam.
7. VISION AND HEARING screening
- 8.. CONSULTATIONS: (explain and review results)
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 - a. O.S.H.A. 1910.156
 - b. O.S.H.A. 1910.134
 - c. O.S.H.A. 1910.120
 - d. A.D.A.

Attachment: FIREFIGHTER MEDICAL PHYSICALS (3729 : Resolution #15-82, Authorizing Agreement for Services with North Greenville Fitness

North Greenville Fitness and Cardiac Rehabilitation Clinic, Inc.

19.c

P.O. Box 606
Travelers Rest, South Carolina 29690-0606

Director: Charles F. Turner, R.N.

Phone: 864-834-907
Toll Free: 888-348-891
Fax: 864-834-789

OPTIONAL SERVICES (only by request)

Optional tests and costs

(These fees are in addition to the "basic program" fee of \$230/\$235 per person)

- | | | |
|----|---|---------------------------|
| a. | Tuberculosis screening (TB or PPD) | - \$ 8 per person |
| b. | Prostate Specific Antigen (PSA)
(blood work results) | - \$22 per MALE |
| c. | Ovarian Cancer Screening (CA-125)
(blood work results) | - \$30 per FEMALE |
| d. | Hepatitis B Antibody Screening (Titer test) | - \$27 per person |
| e. | Hepatitis B Injections & Antibody Analysis
(department will purchase Hepatitis B vaccine
separately) | - \$47 per person |
| f. | Hepatitis C screening | - \$27 per person |
| g. | Physician's hands on physical | - \$53 per person |
| | 1. Exam of eyes, ears, nose & throat | |
| | 2. Dermatological check | |
| | 3. Palpation of the abdominal cavity: liver, spleen, lymph nodes
and intestinal tract | |
| | 4. Testicular & hernia check | |
| | 5. *Urinalysis (only when required for DOT/CDL licenses) | |
| h. | Heavy Metals blood test (Haz-Mat teams) | - \$62 per person |
| i. | Cholinesterase, RBC- blood test (Haz-Mat teams) | - \$32 per person |
| j. | Blood typing (ABO grouping & Rho-D) | - \$17 per person |
| k. | HIV - screening | - Per Request |
| l. | *Influenza vaccination (flu shot)
(*must place order by July of current year for next year's vaccine) | - \$25 per person, est. |
| m. | Chest X-ray | - \$110 per person |
| n. | Occult Blood screening (Hemoccult-SENSA) | - \$30.00 per person |
| o. | Audiometric screening (booth hearing screening)
(*A more accurate quote will be given once we determine number to be tested) | - approx. \$45 per person |
| p. | CRP (C - Reactive Protein) | - \$17 per person |
| q. | Hemoglobin A1C | - \$30 per person |

Attachment: FIREFIGHTER MEDICAL PHYSICALS (3729 : Resolution #15-82, Authorizing Agreement for Services with North Greenville Fitness



Mobile Health Solutions

Professional Health Services, Inc.

We Deliver Health Testing Services to Your Door

The implementation of the medical and fitness requirements outlined in NFPA 1582 will help ensure that your fire fighters are medically capable to perform their required duties and will help you reduce the risk of occupational injuries and illnesses.

Comprehensive Medical, Fitness and Wellness Evaluation Programs

- Comprehensive Medical and Work History Questionnaires
- Chest X-rays
- Pulmonary Function
- Vision Screening
- OSHA Audiograms
- Resting Cardiograms
- Vital Signs
- Blood & Urine Screening, including: Blood Chemistries, CBC, Urinalysis, Infectious Disease Screens, Cancer Screens, Heavy Metals Screens, and more...
- Respirator Fit Testing
- Comprehensive Hands-on Physical Examination (Includes)
 - Annual Respirator Medical Evaluations
 - Job and Exposure Specific Fitness for Duty Exams and Physician Opinions
 - Medical Referrals
- Enhanced Data Collection, Information Management & Report Systems
- Confidential Reporting

Annual Fitness Evaluations

- Aerobic Capacity – Sub Maximal Stress Test (Gerkin Protocol)
- Muscle Endurance & Strength (Arms & Legs)
- Flexibility Measurements (Shoulder, Trunk, & Legs)
- Body Fat Composition & BMI
- Exercise Prescriptions

Wellness Programs

- Health Risk Appraisal Questionnaire
- Biometric Screening (Finger Stick or Venipuncture)
- Body Fat Measurement & BMI
- Trend Analysis
- Program Promotional Materials
- Personal Wellness and Health Coaching
- Nutrition Counseling

**LET OUR YEARS OF EXPERIENCE HELP YOU MEET YOUR REQUIREMENTS
AND EASE THE BURDEN OF YOUR RESPONSIBILITIES**



City of De Pere
2015 Comparison Fees

Service	Aurora BayCare Fee	Prevea Fee	Bellin Fee
Drug and Alcohol			
BAT	\$25	\$24 (post accident)	\$22.50
DOT Drug Screen (5 panel)	\$50	\$37	\$40
Drug Screen 10 Panel (House Account)	\$48	\$40 (pos accident-Law Enforcement only)	\$35
Rapid 5 Panel Drug Screen	\$40		\$45
Rapid 7 Panel Drug Screen	\$44	N/A	N/A
Rapid 9 Panel Drug Screen	N/A	N/A	\$55
Rapid 10 Panel Drug Screen	\$50	\$37 (Not for DOT or Law Enforcement)	\$58
Labs (Exposure)			
Hepatitis B Surface Antigen	\$31	\$102	\$40.50 Titer (\$71 series of 3 vaccine injections)
Hepatitis C ab	\$62	\$133.25	\$38.25
HIV Antibody (Stat)	\$150	\$97.25	\$29 stat only (\$98.95 confirmation)
SGPT (ALT)	\$14	\$54.50	\$33
HIV Western Blot	\$110	\$105 (bill only if comes back positive)	\$143.80 (testing done by Mayo Clinic)
Fit for Duty			
Fit for Duty Exam (Base Rate)	\$175 (varies based on time)	\$180.75 (varies based on time)	\$46 Assessment per 15 minutes (\$105 Medical Exam)
Special Report (insurance Forms)	\$50 (15 minutes)	\$50	no charge
Back Assessment	\$45	\$27.75 (determined by provider at time of app)	not offered single option (\$92 PFA 30 minutes)
Physical Exam	Fire Fighter	Fire Fighter	
Physical	\$55	\$90 (physical #4 w/resp cl/includes hisotry)	\$62
Prostatic Specific Antigen	\$55	\$20	\$58.45
Audiometry	\$20	\$12.50	\$20
PFT	\$30	\$42	\$27
EKG	\$75	\$60	\$140 (with interpretation)
Physical (other)			
Pre-Employment Physical	\$48		\$39 (Communicable Disease)
No-Show Fee	\$20	\$100 (FFD only)	N/A
Hazmat Physical	\$60	\$52.50 (Police Officer only)	\$75 (exam only)
DOT			
DOT Exam (Includes UA, Vision, Whisper Test)	\$75	\$68.25	\$62 (UA separate \$11)
Other Services			
Titmus Vision	\$10	\$15.75 (CDL-Police Officer only) \$8.50 (Engineer Tech. only) \$0 (Fire Fighter only)	\$5
Comprehensive Eye Exam	\$10		\$15
Respiratory Exam			
Respiratory Medical Questionnaire	\$25		\$13
Respiratory Exam	\$43		\$56
CXR	\$69	\$150.50	\$63 (X-ray review billed separately from Radiology)
Respiratory Fit Test	\$30	\$20	\$56 (medical clearance exam)
B Read	\$25		no charge (sent to the State WI/3 months for results)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-83, Authorizing Water Utility Billing Services Agreement Between the City of De Pere and the Green Bay Water Utility.

ATTACHMENTS:

- Memo for Common Council Meeting 7-21-15 Green Bay Water Utility Proposal for Office Services for De Pere Water (DOCX)
- Reso15-83 (DOCX)
- De Pere Billing Agrmnt (DOCX)
- De Pere Billing Agrmnt - Attachment A (DOCX)

To: Honorable Mayor and Members of the City Council
 Larry Delo, Administrator
 From: Joe Zegers, Finance Director
 Date: July 15, 2015
 Subject: Green Bay Water Utility Proposal for Office Services for De Pere Water Department

Attached you will find the proposed agreement with the Green Bay Water Utility to provide office services for billing, collection, and handling customer phone calls, etc. for the De Pere Water Department. If approved, we anticipate the agreement would initially take effect during the 4th quarter of 2015.

As you are aware, we presently have an interim arrangement with the Green Bay Water Utility to assist us in the transition as our water clerk retired on July 7th. We have not been charged for their services from June 10th through July 7th. The transition has been going smoothly as Green Bay staff has been very helpful and efficient in the interim period. Since July 8th, the City is now paying \$21.50/hour for their services and we have had them on site for four hours per day.

The proposal before you provides for a payment of \$9,500/quarter for them to provide this service. The City was paying over \$19,000/quarter to staff the water clerk position. This did not include additional time spent by Finance/Clerk staff assisting with water department duties which conservatively amounted to a full time equivalent of 1 divided up by five members of our staff. The City would also pay \$5,500/quarter for paper stock, envelopes, postage and mailing services which is similar to what we are currently paying. Approving the agreement will enable the Green Bay Water Utility to begin the conversion process from our software to their software. We anticipate Green Bay Water Utility to fully take over for the 4th quarter billing in 2015. Our staff will process the 3rd quarter billing in September/October utilizing our present software with Green Bay Water Utility testing our 3rd quarter billing with their software to ensure that the software conversion is going smoothly. They have been successful in this capacity as they assisted the Village of Ashwaubenon with their billing/collection process.

The agreement before you contains certain changes we requested to their original draft. Those requested changes are currently under review by the Green Bay Water Utility. I recommend that you approve the agreement subject to such changes as determined necessary by the City Attorney (this language is in the Resolution.) This agreement with Green Bay Water Utility because of savings in both dollars and additional time spent by Finance and Clerk staff and just as importantly, their experience in being able to handle the duties of the water clerk position with this proposal. I will be present at the July 21st Council meeting should you have any questions or feel free to call or email me prior to the meeting with any questions you may have.

RESOLUTION #15-83

AUTHORIZING WATER UTILITY BILLING SERVICES AGREEMENT BETWEEN
THE CITY OF DE PERE AND THE GREEN BAY WATER UTILITY

WHEREAS, the City is in need of water utility billing services; and

WHEREAS, the Green Bay Water Utility has available and offers to provide personnel necessary to perform such billing services.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Water Utility Billing Services Agreement as is attached hereto, subject to such changes deemed necessary by the City Attorney.

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 21st day of July, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

WATER UTILITY BILLING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into the date set forth herein below by and between the **GREEN BAY WATER UTILITY**, a local governmental body (the “Utility”); and, the **CITY OF DE PERE, WISCONSIN**, a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin (“De Pere”).

RECITALS

WHEREAS, the Utility is the owner and operator of a municipal waterworks system that provides treated potable water for distribution to its customers; and

WHEREAS, De Pere is the owner and operator of a municipal waterworks system that provides treated potable water for distribution to its customers; and

WHEREAS, in connection with the operation of its municipal water works system the Utility also operates and provide water utility billing services for the purpose of billing its customers for utility services; and

WHEREAS, the Utility also provides utility billing services for other municipal utilities; and

WHEREAS, in connection with the operation of its municipal water works system, De Pere also operates and provide water utility billing services for the purpose of billing its customers for utility services; and

WHEREAS, De Pere is desirous of the Utility taking over its customer billing services and providing utility bill to its customers and the Utility is desirous of providing such services for De Pere, all upon the terms, covenants and conditions set forth herein below.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I SCOPE OF SERVICES

Section 1.1 SERVICES. The Utility shall provide for and on behalf of De Pere water utility billing services. Such services shall include the processing of Customer Account billings and tax roll notices for water utility services provided by De Pere to its customers; the production of final and quarterly water service invoices to De Pere Customers and the distribution of such invoices to De Pere Customers.

Section 1.2 COMMENCEMENT OF SERVICES. The Utility shall begin providing water utility billing services to De Pere effective as of De Pere's TBD, 2015 billing date.

Section 1.3 INDEPENDENT CONTRACTOR. At all times material hereto, the Utility shall be an independent contractor and no member of the Utility's staff involved in the provision of the services described in Section 1.1 shall be considered an employee of De Pere.

ARTICLE II TERM AND TERMINATION

Section 2.1 TERM. The term of this Agreement shall commence as of the Effective Date and shall continue until otherwise terminated as made and provided in Section 2.3 hereof.

Section 2.2 EFFECTIVE DATE. The Effective Date of this Agreement shall be TBD, 2015.

Section 2.3 TERMINATION. This Agreement may be terminated by either party after five (5) years from the date as noted in Section 1.2 upon Open to discussion (180 ?) days prior written notice to the other or in accordance with the Default provisions of Article VII. Upon termination by either party, the Utility shall transmit and return to De Pere all information, whether proprietary or non-proprietary, previously provided by De Pere to the Utility in connection with the services to be rendered hereunder.

ARTICLE III COMPENSATION

Section 3.1 COMPENSATION. The full description of services to be provided and compensation and fees paid to the Utility therefore shall be as shown and as set forth on the ATTACHMENT “A”, which is incorporated herein by reference.

Section 3.2 PAYMENT OF COMPENSATION. The Utility shall provide De Pere with a detailed and itemized Statement for all services rendered hereunder within fourteen (14) days after each quarterly billing hereunder. The Utility also agrees to provide, upon demand, further explanation of any information, charges or other matters stated on any Statement provided hereunder. Payment of all charges and fees hereunder shall be payable within thirty (30) days after issuance of the Statement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

Section 4.1 UTILITY REPRESENTATIONS. The Utility does hereby represent and warrant the following:

- a. Timeliness. The Utility will timely issue final and quarterly water service billing, invoices and tax roll notices to De Pere’s Water Utility Customers based on the customer billing information provided by De Pere.
- b. Access to databases. The Utility shall provide De Pere with a live internet connection to the software and customer databases.
- c. Confidentiality. The Utility shall preserve and maintain the confidentiality of all of De Pere’s Customer Account information in compliance with and to the extent permitted and required by law. The Utility shall also preserve and maintain the confidentiality of any other information or data it accesses from De Pere computers, software and data storage systems under Section 4.2(2).
- d. Proprietary Information. The Utility shall preserve and protect any and all proprietary information provided to it by De Pere

Section 4.2 DE PERE REPRESENTATIONS. De Pere does hereby represent and warrant the following:

- a. Transition. During the period of transition from De Pere’s in-house billing operations to such billings being handled by the Utility, De Pere shall provide the Utility with access to the following:

- (1) All pertinent and relevant information regarding its current billing practices and procedures.
 - (2) De Pere's Customer Accounts and information, in whatever form or format such information is currently maintained by De Pere, including, but not limited to its Utility computers, software and data storage systems.
- b. Timeliness. De Pere shall provide the Utility with accurate customer meter reading and billing information thirty (30) days prior to the billing date to enable the Utility to process, prepare and distribute De Pere's quarterly billing.
 - c. Customer Accounts. De Pere shall keep accurate and current Customer Account information for its water service customers and shall provide all such information to the Utility and shall timely provide the Utility with any updates, revisions or modifications to that account information.
 - d. Proprietary Information. In connection with the services to be provided hereunder, De Pere shall provide the Utility with access to and, where necessary, the use of any information or systems that De Pere deems and has identified to the Utility as being proprietary.

ARTICLE V RECORDS

Section 5.1 PUBLIC RECORDS LAW. The parties acknowledge that, pursuant to Wis. Stats. §36.63(3), all records produced and maintained by Utility pursuant to this Agreement are subject to the Wisconsin public records law to the extent they would otherwise be if maintained by De Pere. The parties agree that, for purposes of Wis. Stats. §19.33, De Pere is the legal custodian of all such records produced and maintained by Utility hereunder.

Section 5.2 RECORDS REQUESTS. If Utility receives a request for access to records created under this Agreement, it shall promptly notify De Pere of the same and transmit by the most efficient method a copy of the request to De Pere. If the request to the Utility is verbal, Utility shall direct the requestor to De Pere. De Pere shall then respond to such request.

Section 5.3 ACCESS TO RECORDS. Should De Pere not be able to access the requested record through the live internet connection to Utility software and customer database under Section 4.1.b, De Pere shall request the record from Utility. Utility agrees

to, within 5 business days of De Pere's request, forward such requested documents as exist to De Pere.

ARTICLE VI INDEMNIFICATION

Section 6.1 INDEMNIFICATION BY DE PERE. De Pere shall indemnify, defend and hold harmless the Utility, its officials, officers, commissioners, agents, representatives and employees from and against any and all actions, charges, complaints, proceedings, claims, liabilities, penalties and fines that may arise resulting from billing errors caused by untimely or inaccurate information provided by De Pere.

Section 6.2 INDEMNIFICATION BY UTILITY. The Utility shall indemnify defend and hold harmless the De Pere, its officials, officers, commissioners, agents, representatives and employees from and against any and all actions, charges, complaints, proceedings, claims, liabilities, penalties and fines that may arise resulting from billing errors caused by the negligence or intentional acts of the Utility.

ARTICLE VII DEFAULT PROVISIONS

Section 7.1 DEFAULT AND NOTICE. If either party fails or neglects to fulfill its responsibilities an obligations hereunder, the other party may serve notice of such default detailing the circumstances leading the sender of the notice to believe a default has occurred. The parties agree to meet to discuss such matter within 15 days of the sending of the notice of default, with the intention of both parties being a settlement of the dispute within 30 days of the first meeting.

Section 7.2 MEDIATION. Should the efforts at settling the dispute not achieve settlement, the parties agree to attempt to settle the dispute through mediation. If the parties cannot agree on a mediator, each shall name a mediator and the two mediators so chosen shall select a third mediator, who shall hear the dispute.

Section 7.3 TERMINATION OF AGREEMENT. Should the dispute not be resolved within 180 days of the notice of default, either party may serve notice of termination of the Agreement upon the other party, which termination shall be effective 60 days from the date thereof unless otherwise agreed by the parties.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.1 NO ASSIGNMENT. The Utility shall not subcontract, assign or transfer any interest in this Agreement to any third party.

Section 8.3 GOVERNING LAW AND VENUE. This Agreement and the interpretation hereof shall be governed by the laws of the State of Wisconsin. The venue for any dispute regarding this Agreement shall be Brown County, Wisconsin.

Section 8.4 HEADINGS. The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 8.5 ATTACHMENTS. The Attachment attached hereto is, by this reference, incorporated herein. In case of any conflict between an Attachment to the Agreement and the text of this Agreement, the text of this Agreement shall control.

Section 8.6 NO THIRD PARTY BENEFICIARIES. Except as otherwise explicitly provided by this Agreement, this Agreement does not create any third-party benefits to any person or entity other than the Parties and is solely for the consideration herein expressed.

Section 8.7 AMENDMENTS. This Agreement may not be modified or amended except by a written instrument executed by both Parties.

Section 8.8 TIME OF THE ESSENCE. Because of the nature of the services to be provided hereunder time is of the essence in the performance of all terms and provisions of this Agreement.

Section 8.9 SEVERABILITY. In the event any Article, section, provision or other aspect of this Agreement is held by a court of competent jurisdiction to be invalid, ineffective or unenforceable, and in the reasonable opinion of either Party such event invalidates the purpose or intent of this Agreement, then the balance of this Agreement shall survive only to the extent that the Parties agree, in writing, to a mutually-satisfactory amendment by which they are able to satisfy the intent of this Agreement by alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach such a mutually-acceptable written amendment to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

Section 8.10 NOTICES. All notices required or permitted hereunder shall be provided by first class US Mail, addressed to the following:

If to Utility:
Green Bay Water Utility
Attn: Utility General Manager
631 Adams St.
Green Bay, WI 54301

If to De Pere:
City of De Pere
Attn: Clerk-Treasurer
335 S. Broadway St.
De Pere, WI 54115

Section 8.11 ENTIRE AGREEMENT. This Agreement, including the Attachments hereto, contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understandings between the Parties.

IN WITNESS WHEREOF, the Parties hereto by their duly authorized and empowered representatives have signed and executed this Agreement as of the dates set forth herein below.

Dated: _____ GREEN BAY WATER UTILITY

By: _____
Nancy Quirk, General Manager

Dated: _____ CITY OF DE PERE, WISCONSIN:

By: _____
Michael J. Walsh, Mayor

By: _____
Shana L. Defnet, Clerk-Treasurer

ATTACHMENT A

Green Bay Water Utility (GBWU) draft proposal for office services performed for the De Pere Water Department (DWD)

- GBWU would host the software and the DWD customer database consisting of approximately 9,000 customers
- GBWU would, with DWD assistance, complete the migration of customer information from the current DWD system to the GBWU Harris Northstar billing system
- GBWU would process final and quarterly customer bills from quarterly meter readings received from DWD
- GBWU would print and mail final and quarterly customer bills on full-sheet statements with return payment stubs and return envelopes
- GBWU would process, print and mail past due and tax notices according to the DWD operating guidelines (which guidelines shall be provided to GBWU)
- GBWU would supply all envelopes, paper stock and postage for outgoing mailings for bills and notices (past due and tax) sent from the GBWU office
- GBWU would train the DWD staff necessary for viewing accounts, entering payments made at the DWS facility, making adjustments to customer accounts and any other procedures that DWD prefers to handle internally
- GBWU would train the DWD staff on any software enhancements utilized by DWD
- GBWU would process customer payments received via in person and postal mailings including entry in the customer accounts and generating report journals
- GBWU would scan customer checks and customer payment stubs for electronic image storage and electronic image bank deposit
- GBWU would prepare and deliver electronic and paper daily deposits to the DWD Associated Bank account
- GBWU would answer DWD customer phone calls regarding water billing issues via a call-forwarding phone arrangement which would transfer the incoming calls from DWD to GBWU
- GBWU will prepare customer billing adjustments consistent with DWD policy (which shall be provided to GBWU)
- GBWU would contact DWD customers by phone and by mail to schedule appointments for necessary meter exchanges and enter appointments on meter exchange personnel calendars
- GBWU will schedule appointments for leak and other fields related investigations and forward appointment information to DWD field staff
- GBWU would generate new lists for meter exchanges from available DWD maps and software
- GBWU would maintain the DWD meter information and provide real-time access to DWD

This is a brief list of the highlights of the services GBWU would provide. The specific details of the processes and procedures could be finalized after we have seen your software and database and learn more about your operations and preferences.

Our quote for the above services is \$5,500 per quarter for paper stock, envelopes, postage and mailing services and \$9,500 per quarter for labor. There would be no initial setup or conversion charges.

The charges for services as stated above would increase each year by 1% beginning at the first quarterly invoice to De Pere.

DRAFT

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 21, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 7-21-15 VOUCHERS (PDF)

PACKET: 04848 JUL 2015 ADVANCES 7-15-15

21.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0001	A1 ELEVATOR CORP							
	I-8197	A1 ELEVATOR CORP	R	7/21/2015		123.60CR	075656	
	I-8198	A1 ELEVATOR CORP	R	7/21/2015		153.00CR	075656	276.60
2982	ALL CITY COMMUNICATIONS							
	I-4699567-070115	ALL CITY COMMUNICATIONS	R	7/21/2015		166.02CR	075657	166.02
7213	ALL STAR CUTTING & CORING LLC							
	I-352	ALL STAR CUTTING & CORING LLC	R	7/21/2015		1,750.00CR	075658	1,750.00
0007	AMBROSIUS SALES & SERVICE							
	I-92985	AMBROSIUS SALES & SERVICE	R	7/21/2015		4.96CR	075659	4.96
7206	AMERICAN PUBLIC HEALTH ASSOC.							
	I-201507144909	AMERICAN PUBLIC HEALTH ASSOC.	R	7/21/2015		215.00CR	075660	215.00
0560	AMERICAN PUBLIC WORKS ASSOCIATION							
	I-736490	AMERICAN PUBLIC WORKS ASSOCIAT	R	7/21/2015		690.00CR	075661	690.00
6989	AMP TRILLIUM CNG (1700)							
	I-INV0013475	AMP TRILLIUM CNG (1700)	R	7/21/2015		2,606.85CR	075662	2,606.85
6022	APPLETON POST CRESCENT							
	I-9047149	APPLETON POST CRESCENT	R	7/21/2015		1,072.18CR	075663	1,072.18
2878	ARING EQUIPMENT CO INC							
	I-710933	ARING EQUIPMENT CO INC	R	7/21/2015		258.32CR	075664	258.32
5604	AURORA BAYCARE MED CTR LLC							
	I-DM101	AURORA BAYCARE MED CTR LLC	R	7/21/2015		35.54CR	075665	
	I-DM117	AURORA BAYCARE MED CTR LLC	R	7/21/2015		668.96CR	075665	704.50
1260	BADGER CONCRETE LIFTING							
	I-15-19 (1 FINAL)	BADGER CONCRETE LIFTING	R	7/21/2015		4,634.70CR	075666	4,634.70
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-370658	BADGER POPCORN & CONC SUPPLY I	R	7/21/2015		609.09CR	075667	
	I-371396	BADGER POPCORN & CONC SUPPLY I	R	7/21/2015		253.80CR	075667	
	I-372063	BADGER POPCORN & CONC SUPPLY I	R	7/21/2015		152.50CR	075667	
	I-372065	BADGER POPCORN & CONC SUPPLY I	R	7/21/2015		355.40CR	075667	1,370.79
0020	BADGERLAND PRINTING INC							
	I-25962	BADGERLAND PRINTING INC	R	7/21/2015		68.00CR	075668	68.00

Attachment: 7-21-15 VOUCHERS (3726 : Voucher Approval.)

PACKET: 04848 JUL 2015 ADVANCES 7-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

21.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0023	BATTERIES PLUS LLC							
	I-501-463487	BATTERIES PLUS LLC	R	7/21/2015		80.52CR	075669	80.52
0027	BAY TOWEL INC							
	I-2010546	BAY TOWEL INC	R	7/21/2015		44.02CR	075670	
	I-2010547	BAY TOWEL INC	R	7/21/2015		72.41CR	075670	
	I-2010548	BAY TOWEL INC	R	7/21/2015		39.28CR	075670	
	I-2013975	BAY TOWEL INC	R	7/21/2015		44.02CR	075670	
	I-2013976	BAY TOWEL INC	R	7/21/2015		74.02CR	075670	273.75
0033	BIRDSEYE DAIRY INC							
	I-25420	BIRDSEYE DAIRY INC	R	7/21/2015		809.30CR	075671	
	I-26360	BIRDSEYE DAIRY INC	R	7/21/2015		669.77CR	075671	1,479.07
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-28356	BROWN COUNTY PORT SOLID WASTE	R	7/21/2015		29,929.92CR	075672	29,929.92
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201507144910	BROWN COUNTY REGISTER OF DEEDS	R	7/21/2015		231.50CR	075673	231.50
0115	CARQUEST AUTO PARTS LLC							
	I-6339-207816	CARQUEST AUTO PARTS LLC	R	7/21/2015		16.00CR	075674	16.00
6061	CARRICO AQUATIC RESOURCES INC							
	I-20152021	CARRICO AQUATIC RESOURCES INC	R	7/21/2015		5,000.00CR	075675	5,000.00
0536	CDW GOVERNMENT INC							
	I-WJ13931	CDW GOVERNMENT INC	R	7/21/2015		124.03CR	075676	
	I-WM00760	CDW GOVERNMENT INC	R	7/21/2015		229.64CR	075676	353.67
6414	COMMUNICATIONS ENGINEERING CO							
	I-BILL183462	COMMUNICATIONS ENGINEERING CO	R	7/21/2015		995.00CR	075677	
	I-BILL183463	COMMUNICATIONS ENGINEERING CO	R	7/21/2015		295.00CR	075677	1,290.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-201507144911	COUNTRY VISIONS COOPERATIVE	R	7/21/2015		22.99CR	075678	
	I-201507144912	COUNTRY VISIONS COOPERATIVE	R	7/21/2015		13.83CR	075678	36.82
0075	DIGGERS HOTLINE INC							
	I-150 6 36401	DIGGERS HOTLINE INC	R	7/21/2015		801.26CR	075679	
	I-150 6 36402	DIGGERS HOTLINE INC	R	7/21/2015		36.54CR	075679	837.80

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			TYPE	DATE			NO#	AMOUNT
3212	DIXON ENGINEERING INC							
	I-15-9273	DIXON ENGINEERING INC	R	7/21/2015		1,900.00CR	075680	1,900.00
2543	DLT SOLUTIONS INC							
	I-4435174	DLT SOLUTIONS INC	R	7/21/2015		5,850.18CR	075681	5,850.18
7214	EARL'S EXCAVATING							
	I-633392	EARL'S EXCAVATING	R	7/21/2015		430.00CR	075682	
	I-633393	EARL'S EXCAVATING	R	7/21/2015		990.00CR	075682	
	I-633394	EARL'S EXCAVATING	R	7/21/2015		792.00CR	075682	2,212.00
0944	ELECTION SYSTEMS & SOFTWARE INC							
	I-933728	ELECTION SYSTEMS & SOFTWARE IN	R	7/21/2015		1,435.48CR	075683	1,435.48
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1750804	EMERGENCY MEDICAL PRODUCTS INC	R	7/21/2015		56.85CR	075684	56.85
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0615-3516	EMPLOYEE RESOURCE CENTER INC	R	7/21/2015		352.50CR	075685	352.50
0331	FERGUSON WATERWORKS #1476 INC							
	I-174359	FERGUSON WATERWORKS #1476 INC	R	7/21/2015		60.00CR	075686	60.00
2627	FESTIVAL FOODS INC							
	I-201507144913	FESTIVAL FOODS INC	R	7/21/2015		48.40CR	075687	48.40
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-14407	FIRE APPARATUS & EQUIPMENT INC	R	7/21/2015		559.30CR	075688	
	I-14413	FIRE APPARATUS & EQUIPMENT INC	R	7/21/2015		251.64CR	075688	810.94
0200	FIRST SUPPLY GREEN BAY LLC							
	I-8589940-01	FIRST SUPPLY GREEN BAY LLC	R	7/21/2015		43.65CR	075689	
	I-8881632-00	FIRST SUPPLY GREEN BAY LLC	R	7/21/2015		59.30CR	075689	102.95
0105	FOX SPECIALITY COMPANY							
	I-30874	FOX SPECIALITY COMPANY	R	7/21/2015		207.98CR	075690	207.98
7220	FOX WISCONSIN HERITAGE PARKWAY							
	I-15-74	FOX WISCONSIN HERITAGE PARKWAY	R	7/21/2015		150.00CR	075691	150.00
0089	FRV INC							
	I-201507144914	FRV INC	R	7/21/2015		63.05CR	075692	63.05

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			CHECK	CHECK				CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT	
2544	GLOBAL RECOGNITION INC								
	I-149824	GLOBAL RECOGNITION INC	R	7/21/2015		975.00CR	075693		
	I-149835	GLOBAL RECOGNITION INC	R	7/21/2015		390.95CR	075693	1,365.95	
5830	GRAEF INC								
	I-84792	GRAEF INC	R	7/21/2015		1,265.00CR	075694	1,265.00	
0116	GRAINGER INC								
	I-9759804256	GRAINGER INC	R	7/21/2015		174.24CR	075695		
	I-9772965951	GRAINGER INC	R	7/21/2015		223.12CR	075695		
	I-9773167904	GRAINGER INC	R	7/21/2015		26.40CR	075695		
	I-9779237156	GRAINGER INC	R	7/21/2015		167.28CR	075695	591.04	
0124	GREEN BAY CITY TREASURER								
	I-102142	GREEN BAY CITY TREASURER	R	7/21/2015		5,346.78CR	075696		
	I-102143	GREEN BAY CITY TREASURER	R	7/21/2015		292.40CR	075696		
	I-102167	GREEN BAY CITY TREASURER	R	7/21/2015		8,474.60CR	075696	14,113.78	
3889	GREEN BAY PIPE & TV CONTRACTORS LLC								
	I-15-15 (1)	GREEN BAY PIPE & TV CONTRACTOR	R	7/21/2015		4,241.81CR	075697	4,241.81	
2044	GREEN BAY TITLE COMPANY INC								
	I-GB36152	GREEN BAY TITLE COMPANY INC	R	7/21/2015		429.00CR	075698		
	I-GB36153	GREEN BAY TITLE COMPANY INC	R	7/21/2015		423.00CR	075698	852.00	
0446	HAWKINS INC								
	I-3744451 RI	HAWKINS INC	R	7/21/2015		3,554.61CR	075699	3,554.61	
3521	HD SUPPLY WATERWORKS LTD								
	I-E078001	HD SUPPLY WATERWORKS LTD	R	7/21/2015		495.50CR	075700		
	I-E103908	HD SUPPLY WATERWORKS LTD	R	7/21/2015		1,063.64CR	075700		
	I-E104094	HD SUPPLY WATERWORKS LTD	R	7/21/2015		386.49CR	075700		
	I-E119919	HD SUPPLY WATERWORKS LTD	R	7/21/2015		1,059.56CR	075700		
	I-E126489	HD SUPPLY WATERWORKS LTD	R	7/21/2015		283.30CR	075700		
	I-E138308	HD SUPPLY WATERWORKS LTD	R	7/21/2015		2,432.68CR	075700	5,721.17	
0912	HEID MUSIC CO								
	I-1484069	HEID MUSIC CO	R	7/21/2015		205.00CR	075701	205.00	
7208	HOLIDAY WHOLESALE								
	I-7424868	HOLIDAY WHOLESALE	R	7/21/2015		205.79CR	075702		
	I-7424874	HOLIDAY WHOLESALE	R	7/21/2015		60.70CR	075702		
	I-7433940	HOLIDAY WHOLESALE	R	7/21/2015		145.60CR	075702		
	I-7433942	HOLIDAY WHOLESALE	R	7/21/2015		128.31CR	075702	540.40	

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			TYPE	DATE			NO#	AMOUNT
5674	HOME TEAM SPORTS & APPAREL INC							
	I-23786	HOME TEAM SPORTS & APPAREL INC	R	7/21/2015		123.50CR	075703	123.50
5484	HYDROCORP INC							
	I-36010-IN	HYDROCORP INC	R	7/21/2015		2,876.00CR	075704	2,876.00
1399	INDOFF INC							
	I-2648698	INDOFF INC	R	7/21/2015		31.95CR	075705	
	I-2648859	INDOFF INC	R	7/21/2015		62.68CR	075705	
	I-2650448	INDOFF INC	R	7/21/2015		29.22CR	075705	
	I-2650634	INDOFF INC	R	7/21/2015		123.90CR	075705	247.75
7215	J B CUSTOM SAWING, LLC							
	I-495	J B CUSTOM SAWING, LLC	R	7/21/2015		400.00CR	075706	400.00
1	JOHNSON, JAMES C							
	I-201507154919	MAILBOX	R	7/21/2015		23.94CR	075707	23.94
2602	JOSSART BROTHERS INC							
	I-15-01 (3)	JOSSART BROTHERS INC	R	7/21/2015		272,026.99CR	075708	272,026.99
1276	JX ENTERPRISES INC							
	I-D-251730127	JX ENTERPRISES INC	R	7/21/2015		32.16CR	075709	
	I-D-251760121	JX ENTERPRISES INC	R	7/21/2015		6.03CR	075709	
	I-D-251770067	JX ENTERPRISES INC	R	7/21/2015		71.67CR	075709	
	I-D-251800027	JX ENTERPRISES INC	R	7/21/2015		193.94CR	075709	
	I-D-251810131	JX ENTERPRISES INC	R	7/21/2015		53.94CR	075709	
	I-D-251820015	JX ENTERPRISES INC	R	7/21/2015		9.74CR	075709	
	I-D-251820108	JX ENTERPRISES INC	R	7/21/2015		142.59CR	075709	
	I-D-251820111	JX ENTERPRISES INC	R	7/21/2015		72.13CR	075709	
	I-D-251820112	JX ENTERPRISES INC	R	7/21/2015		46.12CR	075709	
	I-D-251830028	JX ENTERPRISES INC	R	7/21/2015		11.08CR	075709	
	I-D-251830100	JX ENTERPRISES INC	R	7/21/2015		52.28CR	075709	
	I-D-251840025	JX ENTERPRISES INC	R	7/21/2015		138.12CR	075709	
	I-D-251890095	JX ENTERPRISES INC	R	7/21/2015		33.00CR	075709	862.80
0149	KIMCO ENGRAVING INC							
	I-27397	KIMCO ENGRAVING INC	R	7/21/2015		55.09CR	075710	55.09
3140	KUNDINGER FLUID POWER INC							
	C-50338064	KUNDINGER FLUID POWER INC	R	7/21/2015		13.83	075711	
	I-50339532	KUNDINGER FLUID POWER INC	R	7/21/2015		128.79CR	075711	114.96

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			TYPE	DATE			NO#	AMOUNT
0156	LAWSON PRODUCTS INC							
	I-9303374206	LAWSON PRODUCTS INC	R	7/21/2015		245.54CR	075712	245.54
5786	LEE, CINDY							
	I-201507154920	LEE, CINDY	R	7/21/2015		77.84CR	075713	77.84
0159	LEXIS NEXIS INC							
	I-1506252579	LEXIS NEXIS INC	R	7/21/2015		214.00CR	075714	214.00
0373	MACHINE SERVICE INC							
	I-1251760037	MACHINE SERVICE INC	R	7/21/2015		338.93CR	075715	338.93
0903	THE MAIL HAUS INC							
	I-142332	THE MAIL HAUS INC	R	7/21/2015		2,610.07CR	075716	2,610.07
6918	MAILCOM CONSULTING LLC							
	I-13621	MAILCOM CONSULTING LLC	R	7/21/2015		5,264.66CR	075717	
	I-13623	MAILCOM CONSULTING LLC	R	7/21/2015		590.01CR	075717	5,854.67
6198	MAILFINANCE							
	I-N5410926	MAILFINANCE	R	7/21/2015		314.73CR	075718	314.73
0165	MARTELL CONSTRUCTION INC							
	I-15-05 (1)	MARTELL CONSTRUCTION INC	R	7/21/2015		27,794.02CR	075719	27,794.02
0169	MC MONAGLE LUMBER CO INC							
	I-56725	MC MONAGLE LUMBER CO INC	R	7/21/2015		246.50CR	075720	
	I-56740	MC MONAGLE LUMBER CO INC	R	7/21/2015		28.50CR	075720	275.00
0173	MENARDS INC							
	I-63372	MENARDS INC	R	7/21/2015		25.19CR	075721	
	I-64876	MENARDS INC	R	7/21/2015		46.95CR	075721	
	I-65069	MENARDS INC	R	7/21/2015		43.10CR	075721	
	I-65084	MENARDS INC	R	7/21/2015		21.75CR	075721	
	I-65085	MENARDS INC	R	7/21/2015		28.53CR	075721	
	I-65113	MENARDS INC	R	7/21/2015		14.06CR	075721	
	I-65195	MENARDS INC	R	7/21/2015		14.98CR	075721	
	I-65198	MENARDS INC	R	7/21/2015		28.92CR	075721	
	I-65550	MENARDS INC	R	7/21/2015		72.36CR	075721	
	I-65581	MENARDS INC	R	7/21/2015		17.39CR	075721	
	I-65949	MENARDS INC	R	7/21/2015		29.82CR	075721	343.05

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			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-216339	MILLER & ASSOC SAUK PRAIRIE IN	R	7/21/2015		515.00CR	075722	515.00
2821	NEENAH FOUNDRY COMPANY							
	I-125125	NEENAH FOUNDRY COMPANY	R	7/21/2015		5,680.00CR	075723	5,680.00
1947	NEVCO INC							
	I-149339	NEVCO INC	R	7/21/2015		4,850.00CR	075724	4,850.00
7216	GWENDOLYN NINHAM							
	I-201507154921	GWENDOLYN NINHAM	R	7/21/2015		200.00CR	075725	200.00
0531	NORTHEAST AUTO PARTS INC							
	I-302385	NORTHEAST AUTO PARTS INC	R	7/21/2015		13.38CR	075726	
	I-302455	NORTHEAST AUTO PARTS INC	R	7/21/2015		5.74CR	075726	
	I-302484	NORTHEAST AUTO PARTS INC	R	7/21/2015		22.98CR	075726	
	I-302487	NORTHEAST AUTO PARTS INC	R	7/21/2015		67.18CR	075726	
	I-302511	NORTHEAST AUTO PARTS INC	R	7/21/2015		31.49CR	075726	
	I-302554	NORTHEAST AUTO PARTS INC	R	7/21/2015		29.59CR	075726	
	I-302570	NORTHEAST AUTO PARTS INC	R	7/21/2015		46.81CR	075726	
	I-302581	NORTHEAST AUTO PARTS INC	R	7/21/2015		6.49CR	075726	
	I-302726	NORTHEAST AUTO PARTS INC	R	7/21/2015		61.49CR	075726	285.15
5433	NORTHEAST WI TECH COLLEGE							
	I-6774	NORTHEAST WI TECH COLLEGE	R	7/21/2015		142.50CR	075727	
	I-CS27682	NORTHEAST WI TECH COLLEGE	R	7/21/2015		1,500.00CR	075727	1,642.50
3250	NORTHERN LAKE SERVICE							
	I-277772	NORTHERN LAKE SERVICE	R	7/21/2015		704.00CR	075728	704.00
0187	NSIGHT TELS SERVICES							
	I-201507154923	NSIGHT TELS SERVICES	R	7/21/2015		64.40CR	075729	64.40
0194	OLSON TRAILER & BODY LLC							
	I-70372	OLSON TRAILER & BODY LLC	R	7/21/2015		30,950.00CR	075730	30,950.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-161134	OSHKOSH FIRE & POLICE EQUIPMEN	R	7/21/2015		100.00CR	075731	
	I-161162	OSHKOSH FIRE & POLICE EQUIPMEN	R	7/21/2015		350.00CR	075731	450.00
0202	PEPSI COLA NEW INC							
	I-277177	PEPSI COLA NEW INC	R	7/21/2015		8.64CR	075732	
	I-279189	PEPSI COLA NEW INC	R	7/21/2015		120.48CR	075732	129.12

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			TYPE	DATE			NO#	AMOUNT
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-57357	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/21/2015		90.87CR	075733	
	I-57392	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/21/2015		26.02CR	075733	
	I-57551	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/21/2015		60.58CR	075733	
	I-57567	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/21/2015		99.84CR	075733	277.31
0209	POOL WORKS INC							
	I-90653-1	POOL WORKS INC	R	7/21/2015		48.15CR	075734	48.15
1701	PRAXAIR DISTRIBUTION INC							
	I-53059422	PRAXAIR DISTRIBUTION INC	R	7/21/2015		53.19CR	075735	53.19
1246	PREVEA WORKMED INC							
	I-11752	PREVEA WORKMED INC	R	7/21/2015		150.00CR	075736	
	I-96040	PREVEA WORKMED INC	R	7/21/2015		153.55CR	075736	
	I-96164	PREVEA WORKMED INC	R	7/21/2015		1,240.50CR	075736	1,544.05
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-373171	PROFESSIONAL SERVICE INDUSTRIE	R	7/21/2015		3,773.05CR	075737	3,773.05
5973	RAE-COR DISTRIBUTING INC							
	I-60245	RAE-COR DISTRIBUTING INC	R	7/21/2015		162.20CR	075738	162.20
1434	PAULA RAHN							
	I-201507154924	PAULA RAHN	R	7/21/2015		157.36CR	075739	157.36
7217	RAILWORKS TRACK SYSTEMS INC.							
	I-44691	RAILWORKS TRACK SYSTEMS INC.	R	7/21/2015		900.00CR	075740	900.00
0227	REINDERS INC							
	I-1590982-00	REINDERS INC	R	7/21/2015		99.53CR	075741	
	I-1591873-01	REINDERS INC	R	7/21/2015		172.92CR	075741	
	I-1592339-00	REINDERS INC	R	7/21/2015		25.44CR	075741	297.89
0158	ROBERT E LEE & ASSOCIATES INC							
	I-69256	ROBERT E LEE & ASSOCIATES INC	R	7/21/2015		1,772.95CR	075742	1,772.95
7221	SCENICVIEW LANDSCAPE							
	I-76	SCENICVIEW LANDSCAPE	R	7/21/2015		8,344.00CR	075743	8,344.00
0242	SCOTT CONSTRUCTION INC							
	I-11478MB	SCOTT CONSTRUCTION INC	R	7/21/2015		53.88CR	075744	53.88

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0831	SOCIETY FOR HUMAN RESOURCE MANAGEMT							
	I-201507154925	SOCIETY FOR HUMAN RESOURCE MAN	R	7/21/2015		190.00CR	075745	190.00
1903	TECHNOLOGY ARCHITECTS INC							
	I-10903935	TECHNOLOGY ARCHITECTS INC	R	7/21/2015		175.00CR	075746	175.00
0262	TEMPERATURE SYSTEMS INC							
	I-2405286-00	TEMPERATURE SYSTEMS INC	R	7/21/2015		123.84CR	075747	123.84
5454	TRANSPORT REFRIGERATION INC							
	I-374003-100	TRANSPORT REFRIGERATION INC	R	7/21/2015		20.36CR	075748	20.36
6782	TRUCK COUNTRY - APPLETON							
	I-X202359707:01	TRUCK COUNTRY - APPLETON	R	7/21/2015		160.94CR	075749	160.94
0417	TWEET GAROT MECHANICAL INC							
	I-21236	TWEET GAROT MECHANICAL INC	R	7/21/2015		2,182.08CR	075750	
	I-21239	TWEET GAROT MECHANICAL INC	R	7/21/2015		1,628.19CR	075750	3,810.27
0272	UNIFORM SHOPPE INC							
	I-244441	UNIFORM SHOPPE INC	R	7/21/2015		69.95CR	075751	
	I-244856	UNIFORM SHOPPE INC	R	7/21/2015		10.00CR	075751	
	I-245008	UNIFORM SHOPPE INC	R	7/21/2015		259.85CR	075751	
	I-245010	UNIFORM SHOPPE INC	R	7/21/2015		308.30CR	075751	
	I-245011	UNIFORM SHOPPE INC	R	7/21/2015		172.95CR	075751	
	I-245012	UNIFORM SHOPPE INC	R	7/21/2015		312.80CR	075751	
	I-245013	UNIFORM SHOPPE INC	R	7/21/2015		277.85CR	075751	
	I-245014	UNIFORM SHOPPE INC	R	7/21/2015		312.80CR	075751	
	I-245020	UNIFORM SHOPPE INC	R	7/21/2015		9.95CR	075751	
	I-245044	UNIFORM SHOPPE INC	R	7/21/2015		56.95CR	075751	
	I-245080	UNIFORM SHOPPE INC	R	7/21/2015		245.85CR	075751	2,037.25
1596	UNITED SIGN CORP							
	I-34976	UNITED SIGN CORP	R	7/21/2015		110.40CR	075752	110.40
7015	US BANK EQUIPMENT FINANCE							
	I-282087931	US BANK EQUIPMENT FINANCE	R	7/21/2015		207.50CR	075753	207.50
0857	USA BLUEBOOK							
	I-680076	USA BLUEBOOK	R	7/21/2015		333.30CR	075754	333.30
0620	VALLEY RADIATOR INC							
	I-26864	VALLEY RADIATOR INC	R	7/21/2015		75.00CR	075755	75.00

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21.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0277	VAN'S FIRE & SAFETY INC							
	I-4073771	VAN'S FIRE & SAFETY INC	R	7/21/2015		25.00CR	075756	25.00
7210	VANDEN PLAS SANITATION INC.							
	I-27167	VANDEN PLAS SANITATION INC.	R	7/21/2015		120.00CR	075757	120.00
3707	VIKING ELECTRIC SUPPLY							
	I-9422582	VIKING ELECTRIC SUPPLY	R	7/21/2015		477.60CR	075758	477.60
7218	VIKING ELECTRIC SUPPLY INC.							
	I-9398692	VIKING ELECTRIC SUPPLY INC.	R	7/21/2015		1,845.00CR	075759	1,845.00
0282	WESCO DISTRIBUTION INC							
	I-137677	WESCO DISTRIBUTION INC	R	7/21/2015		63.77CR	075760	
	I-178720	WESCO DISTRIBUTION INC	R	7/21/2015		182.40CR	075760	246.17
2645	WI DEPT OF JUSTICE							
	I-G1645 7/1/15	WI DEPT OF JUSTICE	R	7/21/2015		56.00CR	075761	56.00
7219	WKSZ-FM							
	I-IN-11506133570	WKSZ-FM	R	7/21/2015		450.00CR	075762	450.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	107	0.00	487,164.77	487,164.77
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	107	0.00	487,164.77	487,164.77

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 7-21-15 VOUCHERS (3726 : Voucher Approval.)

PACKET: 04848 JUL 2015 ADVANCES 7-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	7/2015	97,103.11CR
201	7/2015	4,505.50CR
208	7/2015	116.68CR
209	7/2015	124.03CR
405	7/2015	321,285.57CR
415	7/2015	30,950.00CR
455	7/2015	4,750.00CR
460	7/2015	1,782.00CR
601	7/2015	24,193.36CR
650	7/2015	2,354.52CR
=====		
ALL		487,164.77CR

Attachment: 7-21-15 VOUCHERS (3726 : Voucher Approval.)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 21, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- Operator License List.pdf (PDF)

CITY OF DE PERE -July 21, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	ROSKOSKI, NICHOLAS M.	1015 MORAIN WAY	GREEN BAY	WI	54302
New Operator License Applications for the 2014-2016 Licensing Period					
1	CARLSON, MACKENZIE E.	559 CAMBER LN.	PULASKI	WI	54162
2	HENSLER, JOSIAH J.	318 S. QUINCY	GREEN BAY	WI	54301
3	HERMANS, CHRISTINE M.	1260 SCHEURING RD., #4	DE PERE	WI	54115
4	HOOGLAND, AMANDA J.	2036 PREBLE AVE., APT. 4	GREEN BAY	WI	54302
5	PATEL, KALIND R.	2279 W. PERSHING ST.	APPLETON	WI	54914
6	RUDOLPH, ADAM M.	3629 S. RIDGE RD.	DE PERE	WI	54115

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: July 21, 2015

DEPARTMENT: Common Council

FROM: Ken Pabich

SUBJECT: Consideration of purchase of property for industrial purposes.
