



Common Council

Regular Meeting

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

Agenda

Tuesday, May 2, 2017

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 **May 2, 2017 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 April 18, 2017 Common Council meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from Historic Preservation Commission regarding the nomination and designation of the Queen Anne style James Harbridge House at 503 Fulton Street in De Pere, built in 1867, as a local historic structure (Parcel #ED-448). Submitted by Roger and Susan Dart.
6. Recommendation from the Board of Park Commissioners to approve alternate replacement plan for Truck 68.
7. Ordinance #17-06, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations
8. Resolution #17-34, Authorizing the Negotiation of an Economic Development Loan with New Leaf Market Cooperative.
9. Resolution #17-35, Authorizing The Negotiation of an Economic Development Loan with AmeriLux International, LLC.
10. Consideration of Student Placement Agreements with Northeast Wisconsin Technical College.
 - A. Resolution #17-30, Authorizing Healthcare Student Placement Agreement with Northeast Wisconsin Technical College (NWTC) (tabled at the 4/18/17 Common Council Meeting)
 - B. Resolution #17-36, Authorizing Northeast Wisconsin Technical College Fire Science Internship Agreement
11. Appointment to Board of Appeals by Mayor Walsh.
12. Voucher Approval.
13. Operator License Applications.
14. Future Agenda Items

15. 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

Lynn Walter, New Leaf Market Co-op

Joe Nick, AmeriLux International

Kurt Voss, AmeriLux International

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: May 2, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Carey Danen

SUBJECT: Approval of the minutes of the April 18, 2017 Common Council meeting.

ATTACHMENTS:

- 04-18-17 Common Council Minutes Draft (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, April 18, 2017

7:30 PM

De Pere City Hall Council Chambers

THERE WILL BE A BRIEF SWEARING IN CEREMONY FOR ELECTED OFFICIALS PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING.

1. Call to order. The Common Council Meeting was called to order on April 18, 2017 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
James Boyd	Aldersperson	Present	
Dan Carpenter	Aldersperson	Present	
Scott Crevier	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Ryan Jennings	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Casey Nelson	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the April 5, 2017 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

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

Aldersperson Jennings announced several upcoming downtown events. Puddle Duck is celebrating 30 years in business, and is hosting a grand re-opening on April 27th with a ribbon-cutting ceremony at 1:00 PM. Tickets are on sale for the Downtown Foodie Walk being held on April 29th from 1:00 - 5:00 PM, and De Pere Fashion Week is May 1st -7th. More information is available at definitelydepere.org.

5. LifeQuest Services billing presentation on behalf of the Fire Department.

Fire Chief Al Matzke explained that in the past he has been asked questions about ambulance billing that he hasn't been able to answer; therefore he invited a representative from Lifequest Services to provide a brief overview of the ambulance billing process, as well as a report on the City's performance. Vice President of Client Relations and Sales Tim Rosin provided a brief presentation, and also distributed handouts to Council members. He reviewed fee schedules and payor options, demonstrating the percentage of charges that must be written off for each type. He explained that only calls meeting medical necessity definitions can be billed, which requires proper documentation by Fire Department staff. He provided comparison performance measures with other communities, and reported that De Pere's collection rate is at 86.8% which is

phenomenal. He stated that this success can be attributed to Fire Department staff's attention to proper documentation. Mr. Rosin also answered Council members' questions.

6. Recommendation of the Board of Public Works to Award the Contract for Project 17-13 Crackfilling to Precisions Sealcoating, Inc. in the Amount of \$84,375.00.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dean Raasch, Alderperson
SECONDER: James Boyd, Alderperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

7. Recommendation from the Finance & Personnel Committee to accept award from Northeast Wisconsin Healthcare Emergency Response Coalition to the Fire Department.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

8. Resolution #17-28, Authorizing Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and 8 Line Holdings, LLC

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dan Carpenter, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

9. Resolution #17-29, Approving Facade Improvement Project and Authorizing Disbursement of Grant (317 Main Ave -Parcel WD-909)

Economic Development and Planning Director Kim Flom answered questions about the tax eligibility of the property, the grant funding source and process, and historic preservation tax credits and restrictions.

City Attorney Judy Schmidt-Lehman noted that the resolution in the packet identifies TID 5 as the funding source for this grant; there is some question that it may actually be TID 9. The final document will be corrected if needed.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Ryan Jennings, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

10. Resolution #17-30, Authorizing Healthcare Student Placement Agreement with Northeast Wisconsin Technical College (NWTC)

RESULT: TABLED [UNANIMOUS]
MOVER: Larry Lueck, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

11. Resolution #17-31, Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking - Curb & Gutter and Sidewalk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

12. Resolution #17-32, Authorizing Agreement for Contractor Services Between the City of De Pere and American Pavement Solutions, Inc. (Concrete Grinding - Sidewalk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

13. Resolution #17-33, Resolution Establishing Non-Lapsing Funds as of December 31, 2016

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

14. Review of a Visioning Branding Initiative Request for Proposals (RFP)

15. Elections by the Common Council.

A. Alderperson Members of the Plan Commission.

Alderperson Boyd nominated Alderperson Lueck and Alderperson Lueck nominated Alderperson Boyd. Alderperson Raasch requested to close the nominations. Upon vote, motion carried unanimously to approve Alderpersons Lueck and Boyd to the Plan Commission.

B. President of the Common Council.

Alderperson Lueck moved, seconded by Alderperson Jennings to nominate Alderperson Boyd as President of the Common Council. Upon vote, motion carried unanimously.

16. Appointments and re-appointments to Boards and Commissions by Mayor Walsh.

Mayor Walsh announced his Board and Commission appointments and also provided a list for Council members. He noted that the vote on this item includes the standing committee appointments that are included in the agenda packet.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

17. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

18. Operator License Applications.

Alderson Raasch moved, seconded by Alderson Carpenter to approve Previously Tabled Operator License Applications #2 and 3 and to table #1. Upon vote, motion carried unanimously.

Alderson Raasch moved, seconded by Alderson Carpenter to approve Temporary Operator License Applications #1-6. Upon vote, motion carried unanimously.

Alderson Raasch moved, seconded by Alderson Carpenter to approve New Operator License Applications #1, 2, 4-6, 8 and 9 and to table #3 and 7. Upon vote, motion carried unanimously.

19. Future Agenda Items

Alderson Carpenter requested an update on repairs at the Lande Street and Scheuring Road railroad crossings.

Alderson Raasch requested consideration of using unassigned reserve funds to smooth out the debt bubble.

20. Adjournment.

Alderson Raasch moved, seconded by Alderson Crevier to adjourn the meeting at 8:07 PM. Upon vote, motion carried unanimously.

Respectfully submitted,

Carey Danen, Deputy Clerk-Treasurer

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: May 2, 2017

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Recommendation from Historic Preservation Commission regarding the nomination and designation of the Queen Anne style James Harbridge House at 503 Fulton Street in De Pere, built in 1867, as a local historic structure (Parcel #ED-448). Submitted by Roger and Susan Dart.

After listening to a public hearing that took place on April 17, 2017, the Historic Preservation Commission nominated and recommended approval of the designation of the house at 503 Fulton Street as a local historic structure by a unanimous vote of 4-0.

The proposal was changed from 'historic site' to 'historic structure' by the HPC during the nomination/designation phase because only the house is included in the designation.

The request was made by the property owners. An HPC generated summary has been attached to this report.

SUMMARY

The request has been initiated by the existing property owners, Roger and Susan Dart. The proposed nomination and designation is for the "house only" at 503 Fulton Street in De Pere. The garage and landscaping on the property are not part of the proposed nomination and designation.

If nominated and designated, the site will be the first locally designated historic site in De Pere that is still used as a residential property. The proposal, if approved, is in line to be completed during the first week of May, which is known as Historic Preservation and Archaeology Month.

HISTORY

The Queen Anne style house at 503 Fulton Street is known historically as the "James W. Harbridge House," which was built in 1867 and added onto in 1882. In the years 2006 and 2007 the house was included on State and National Registers when the N. Michigan Street - N. Superior Street Historic District was created. The house has never been locally designated by the City of De Pere as a historic site.

PROPERTY OWNERS THAT WERE NOTIFIED

Using first class mail, the existing property owners of 503 Fulton Street and all property owners of record within 100 feet of 503 Fulton Street (13 properties total) were notified of the April 17, 2017 public hearing and HPC meeting, and the potential May 2, 2017 Common Council meeting related to the nomination and designation process.

Using a Class 1 Public Hearing Notice, published in the Green Bay Press Gazette on April 10, 2017, the public was informed of the April 17, 2017 public hearing related to the nomination and designation process.

CITY DEPARTMENTS THAT WERE NOTIFIED

Using inter-office email with a digital memo, the following departments were notified of the April 17, 2017 public hearing and HPC meeting, and the potential May 2, 2017 Common Council meeting related to the nomination and designation process (comments included):

Department of Public Works - No comment unless designation impacts things in the right-of-way.
 Parks Department - No response.
 Fire Department - No comment.
 Police Department - No comment.
 Building Inspection Department - No response.
 Planning Department - No comment.

REVIEW/APPROVAL NEXT STEPS

If the HPC chooses to nominate and recommend designation of the house at 503 Fulton Street as a historic site, the following should occur:

1. Within 10 days of the public hearing and HPC action (by April 27, 2017) the property owner must be notified of any positive recommendation via first class mail.
2. The proposal should be forwarded to the May 2, 2017 Common Council meeting.
3. If the designation is approved by Common Council, the City records the designation with the Brown County register of Deeds office.

RECOMMENDED ACTION

The HPC should consider "nominating" the house as a local historic site. The HPC should then consider "recommending" the designation of the house as a local historic site. If nominated and recommended, the HPC should forward the recommendation to the Common Council for consideration during the May 2, 2017 Council meeting.

ATTACHMENTS:

- Adjacent Owner Pre-HPC Letter (DOCX)
- Department Comments Pre-HPC Memo (DOCX)
- Public Hearing Notice (DOCX)
- WHS - 503 Fulton ST (DOCX)
- 503 Fulton Photos (DOCX)
- HPC Designation Summary for Council (DOCX)

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



April 3, 2017

RE: Proposed Local Historic Site Proposed at 503 Fulton Street in the City of De Pere

Dear Property Owner:

This mailing has been sent to inform you that the property owners at **503 Fulton Street** (Parcel ED-448) made a request to have the City of De Pere designate their house as a **local historic site**. The Queen Anne style house at 503 Fulton Street (see map on back of this letter) is known historically as the "James W. Harbridge House," which was built in 1867 and added onto in 1888. In the years 2006 and 2007 the house was included in State and National Registers when the N. Michigan Street – N. Superior Street Historic District was created, but the house was not locally designated by the city as a historic site.

A public hearing, to allow public input regarding the local historic site request, will take place before the City of De Pere Historic Preservation Commission on **Monday, April 17, 2017 at 6:00 pm**. The request will then be considered by the City of De Pere Historic Planning Commission shortly after the public hearing on **Monday, April 17, 2017 at 6:00 pm**. A final decision will be made by the City of De Pere Common Council meeting regarding the request on **Tuesday, May 2, 2017 at 7:30 pm**.

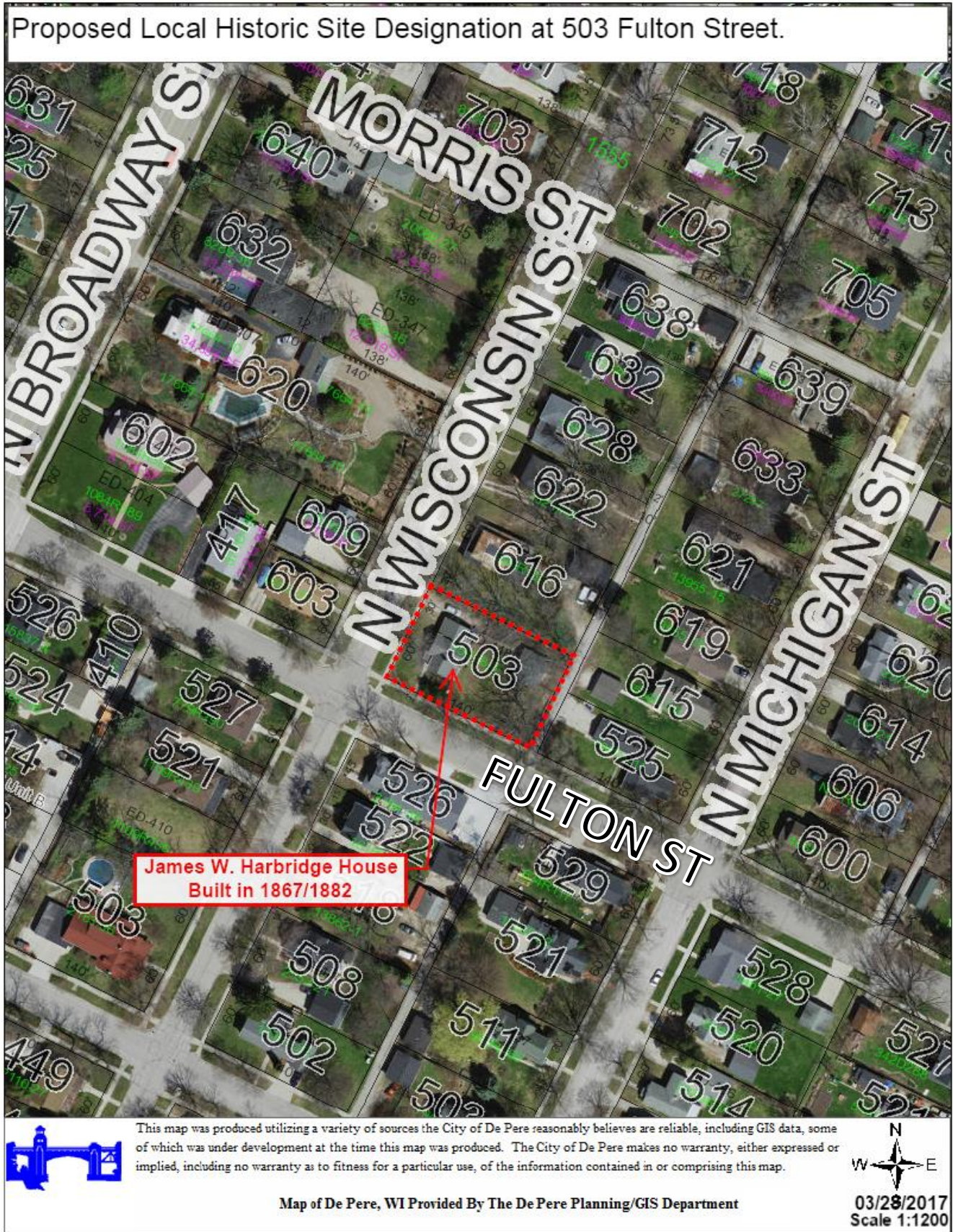
The public hearing and meetings will be located in the Council Chambers on the second floor of De Pere City Hall. Copies of the meeting agendas will be available on the City of De Pere webpage at <http://www.de-pere.org/> a few days prior to each meeting.

You are welcome to attend the meetings to learn about the proposal and provide comments. If you have additional questions or comments regarding the proposal, or if hard copies of the meeting agendas are desired, contact me at (920) 339-4043 or pschleinz@mail.de-pere.org.

Respectfully,

Peter Schleinz
City Planner

Attachment: Adjacent Owner Pre-HPC Letter (5756 : Recommendation from Historic Preservation Commission regarding the nomination and





Memorandum

To: Scott Thoreson, Director, Department of Public Works
 Marty Kosobucki, Director, Parks Department
 Alan Matzke, Fire Chief, Fire Department
 Derek Biederwieden, Police Chief, Police Department
 David Hongisto, Chief Inspector/Assistant Assessor, Building Inspection Department

Copy: Historic Preservation Commission File

From: Peter Schleinz, City Planner

Re: Proposed Local Historic Site Proposed at 503 Fulton Street (Private Residence)

Date: March 28, 2017

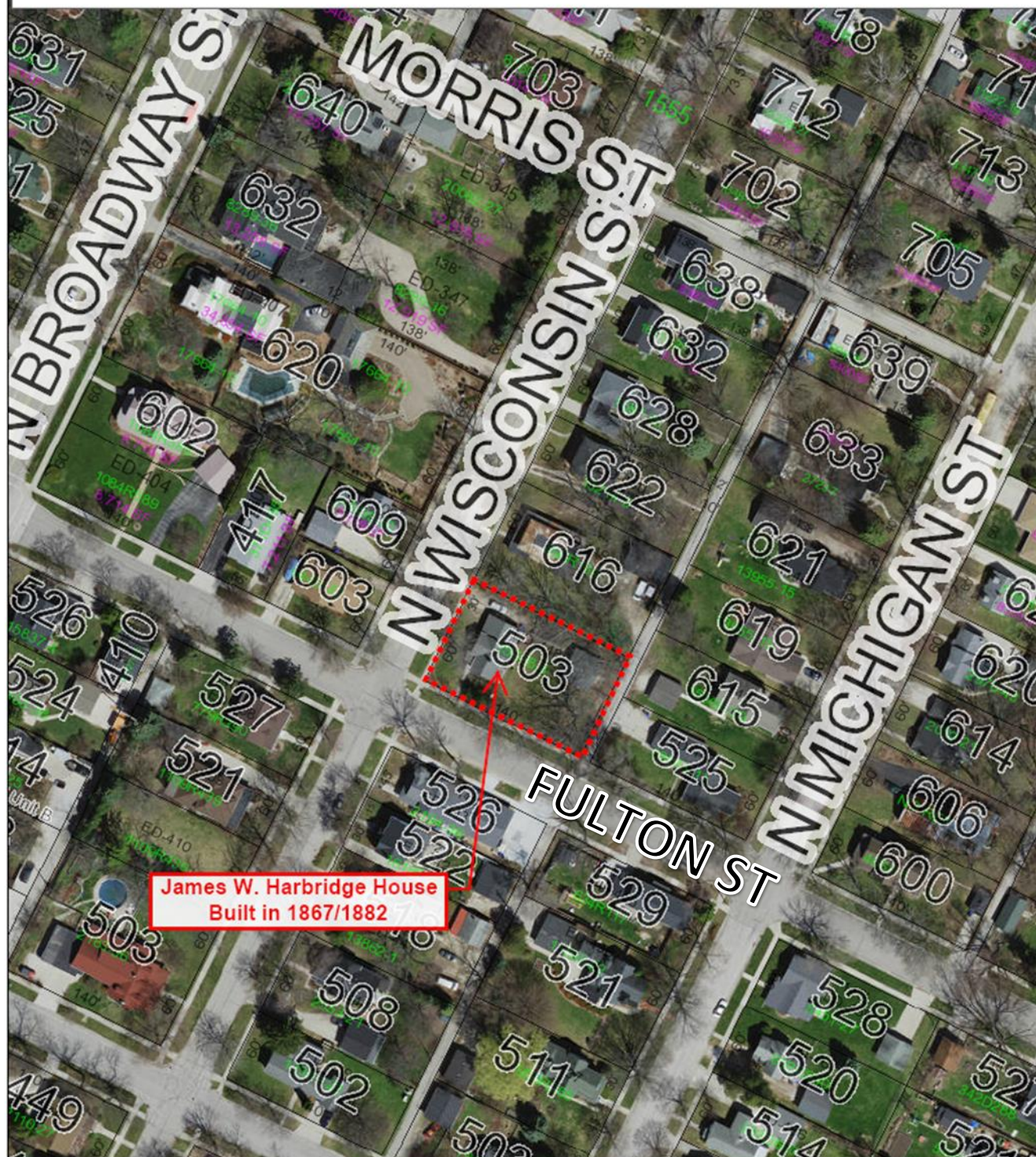
The property owners at **503 Fulton Street** (Parcel ED-448) made a request to have the City of De Pere Historic Preservation Commission and Common Council designate their house only as a **local historic site**. The Queen Anne style house at 503 Fulton Street (see location map included with this memo) is known historically as the "James W. Harbridge House," which was built in 1867 and added onto in 1888. In the years 2006 and 2007 the house was included in State and National Registers when the N. Michigan Street – N. Superior Street Historic District was created, but the house was not locally designated by the city as a historic site.

As part of the review process for designating local historic sites, the Historic Preservation Commission must notify your departments in order to allow an opportunity for comments. This memo serves as the notification from the Historic Preservation Commission.

- ***Respond to me with either a no comment statement or a comment summary by April 10, 2017.***

The Historic Preservation Commission will be holding a public hearing and considering the request at a regularly scheduled meeting on April 17, 2017 and the Common Council will make a final decision on May 2, 2017. If you have additional questions or comments regarding the proposal contact me at phone x1349 or email pschleinz@mail.de-pere.org.

Proposed Local Historic Site Designation at 503 Fulton Street.



James W. Harbridge House
Built in 1867/1882



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

Map of De Pere, WI Provided By The De Pere Planning/GIS Department



03/28/2017
Scale 1:1200

Publish: April 10, 2017 in the Green Bay Press-Gazette (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Monday, April 17, 2017** at 6:00 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Historic Preservation Commission of the City of De Pere to consider a local historical site designation for the following property:

Residential site on Parcel ED-448 (503 Fulton ST).

A map of the proposed site is available at the City of De Pere Planning Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 10th day of April, 2017.

BY ORDER OF THE HISTORIC PRESERVATION COMMISSION

Michael Fleck
Chair

Carey Danen
City Deputy Clerk-Treasurer

PROPERTY RECORD

503 FULTON ST

Architecture and History Inventory

 PRINT
  EMAIL A FRIEND
  FACEBOOK
  TWITTER
  MORE...



NAMES ›

Historic Name: **James Harbridge House**

Other Name:

Contributing: **Yes**

Reference Number: **121393**

PROPERTY LOCATION ›

Location (Address): **503 FULTON ST**

County: **Brown**

City: **De Pere**

Township/Village:

Unincorporated Community:

Town:

Range:

Direction:

Section:

Quarter Section:

Quarter/Quarter Section:

PROPERTY FEATURES ›

Year Built: **1867**

Additions: **1882**

Survey Date: **2001**

Historic Use: **house**

Architectural Style: **Queen Anne**

Property Type: **Building**

Structural System:

Wall Material: **Aluminum/Vinyl Siding**

Architect:

Other Buildings On Site:

Demolished?: **No**

Demolished Date:

DESIGNATIONS ›

National/State Register Listing Name: **N. Michigan St.- N. Superior St. Historic District**

National Register Listing Date: **2007-07-19**

State Register Listing Date: **2006-10-13**

National Register Multiple Property Name:

NOTES ›

Additional Information:

Bibliographic References: Tax rolls.

RECORD LOCATION ›

Wisconsin Architecture and History Inventory, Division of Historic Preservation-Public History,

Wisconsin Historical Society, Madison, Wisconsin

Proposed Local Historic Site Nomination and Designation

James W. Harbridge House

503 Fulton Street in De Pere, Wi

Photos taken April 13, 2017



Front View from Fulton & Wisconsin



Front/Side View from Fulton



Rear/Side View from Garage



Rear/Side View from Wisconsin

- Queen Anne style architecture
- Structure built in 1868 and added on in 1882
- Nomination and designation does not include the garage that built in 2006

The Historic Preservation Commission, at its April 17, 2017, meeting, voted unanimously in favor of the **Local Historic Structure** nomination and designation of the Queen Anne style James Harbridge House located at 503 Fulton Street, De Pere, WI (Parcel # ED-448). The house is owned by Roger and Susan Dart, who requested the designation. The James Harbridge House was built in 1867 and added onto in 1888. The Queen Anne style house is listed as a **contributing structure** within the N. Michigan Street-N. Superior Street Historic District.

State Register Listing Date: 10-13-2006

National Register Listing Date: 07-19-2007

A structure that is listed on the State and National Registers qualifies the owner for Historic Tax Credits when expenses are incurred during major structural maintenance projects. For home owners in Wisconsin, that's currently a 25% tax credit for all eligible architectural, labor and material expenses (eg. roof, chimney, windows, siding, masonry, foundations, plumbing, and electrical service repairs).

A **Local Historic Structure designation**, which was requested by the James Harbridge House owners and nominated unanimously by the Historic Preservation Commission:

- helps to secure and improve the property value over the long-term
- secures the residential neighborhood's integrity and quality of life
- secures historic integrity and single-family occupancy
- preserves the legacy of past and future Harbridge House owners
- designation doesn't stop change at 503 Fulton Street, but through the process of Certificate of Appropriateness and guidelines application, helps owners make good and cost-effective choices
- it's an opportunity for the current and future owners to celebrate their house's history and it's role in the development of the City of De Pere
- once historic structures vanish, we lose rooted growth and become just another place on the map
- it would be unfortunate to deny the owner's designation request

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

MEETING DATE: May 2, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve alternate replacement plan for Truck 68.

ATTACHMENTS:

- Memo.Truck 68 (DOC)



Memorandum

To: City Council

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Board of Park Commissioners recommendation

Date: May 2, 2017

The Board of Park Commissioners is recommending an alternative replacement plan for the 2017 budgeted replacement of Truck 68. Truck 68 is a one ton vehicle with a plow and sander, and is scheduled for replacement at the cost of \$43,000.

The City's Fleet Team met to discuss the replacement of Truck 68. Instead of replacing Truck 68 with a like vehicle, the committee recommended to the Board of Park Commissioners an alternate replacement plan. The Board of Park Commissioners agrees and supports the alternative replacement plan, which is as follows:

Expense	Revenue	Total	Item/Explanation
\$20,500			Purchase 2wd truck
\$21,500			Purchase 4wd vehicle - Vehicle would be assigned to Park Superintendent to aid in winter travel.
\$6,000			Sander - A new sander would be purchased to be placed in Truck 16.
	\$5,000		Sell Truck 68 - We currently have an offer of \$5,000, however would send out for bids in hopes of getting more.
	NA		Sell Neighborhood Electric Vehicle - We are unsure of what this will bring in.
\$48,000	\$5,000	\$43,000	

Supporting Information:

- The above prices are state bid prices for vehicles.
- A new sander is needed due to the current sander will not fit in any of our current trucks.
- The NEV is proposed to be eliminated due to a reoccurring problem with the batteries. Batteries were projected to last approximately 5 years, however we have not found this to be the case. The current batteries are bad again, and only lasted 1.5 years.
- While the Park Superintendent would be issued a new vehicle, his current vehicle would be placed into the fleet for use.

I believe our Fleet Team should be commended for analyzing the replacement of Truck 68. They developed a creative idea that not only replaces the use of Truck 68, but also addresses another issue within our fleet...all while staying within budget. We encourage the council to support the recommendation of the Board of Park Commissioners.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 2, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #17-06, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations

In June, 2016, the Common Council approved various changes to long term parking areas (Ordinance 16-09). That ordinance inadvertently changed a row of 2 hour parking in the "Bridge Lot" to long-term parking. The ordinance before you changes those stalls back to 2-hour parking. Additionally, six (6) additional parking spaces were created in the lot when re-striped in 2016 (2 parallel spaces on the northerly end and four (4) parallel spaces on the southerly end of the lot); these spaces are also designated "long-term" under this ordinance.

ATTACHMENTS:

- Ord17-06 (DOCX)

ORDINANCE #17-06

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: §150-23, Schedule G (Parking) is hereby amended as follows:

PARKING LOTS

DELETIONS

<i>Long-Term Parking</i>			
<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking Row/ From Dir.</i>	<i>Located No. of Stalls/ From Dir.</i>
Bridge Lot	All Stalls		

ADDITIONS

<i>Two-hour parking, 9:00 a.m. - 6:00 p.m. Mon. – Sat.</i>	
<i>Parking Lot</i>	<i>Description</i>
Bridge Lot	George Street extended between Broadway and Front Streets

<i>Long-Term Parking</i>			
<i>Parking Lot</i>	<i>No. Stalls</i>	<i>Parking Row/ From Dir.</i>	<i>Located No. of Stalls/ From Dir.</i>
Bridge Lot	2	1/N	1/W through 2/W
Bridge Lot	14	2/N	1/W through 14/W
Bridge Lot	14	3/N	1/W through 14/W
Bridge Lot	4	4/N	1/W through 4/W

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

Section 3: This ordinance shall take effect on and after its publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, Deputy City Clerk

Ayes:_____

Nays:_____

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

MEETING DATE: May 2, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #17-34, Authorizing the Negotiation of an Economic Development Loan with New Leaf Market Cooperative.

ATTACHMENTS:

- Reso17-34 (DOCX)
- CC Memo New Leaf CoOp 5-2017 (DOCX)
- City RLF Applicationsigned (PDF)
- Business description (PDF)
- New Leaf RLF De Pere City Council 5-2 (PDF)

RESOLUTION #17-34

AUTHORIZING THE NEGOTIATION OF AN ECONOMIC DEVELOPMENT
LOAN WITH NEW LEAF MARKET COOPERATIVE

WHEREAS, the Department of Planning and Economic Development has received the application of New Leaf Market Cooperative for a revolving loan in the amount of \$250,000; and

WHEREAS, the Common Council wishes to authorize the negotiation of such a loan in accordance with this Resolution and the Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Planning and Economic Development and the City Attorney are authorized and directed to negotiate the terms and conditions of a revolving loan with New Leaf Market Cooperative in accordance with the City's Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13) in the principal amount not to exceed \$250,000.

BE IT FURTHER RESOLVED THAT:

Any loan so negotiated shall be submitted to the Finance/Personnel Committee for approval prior to execution of documents therefore.

BE IT FURTHER RESOLVED THAT:

All appropriate officers, officials, employees and agents of the City of De Pere are authorized and directed to take all steps reasonably necessary to finalize such loan agreement and accessory documents and to take all other actions reasonably necessary to comply with and compel compliance with such agreement.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, Deputy City Clerk

Ayes: _____

Nays: _____

City of De Pere MEMORANDUM



To: City Council
 From: Kimberly Flom, Economic Development & Planning Director
 Date: May 2, 2016

RE: **Revolving Loan Fund (RLF) Application for New Leaf Market Cooperative**

PROJECT SUMMARY

New Leaf Market Cooperative has submitted a Revolving Loan Fund application requesting a \$250,000 loan for working capital and equipment. They propose to renovate and expand a currently vacant downtown building into a grocery store. The expansion also requires the acquisition of a portion of Parcel ED-881, the municipal owned parking lot between 320 and 340 Wisconsin Avenue (terms approved by Council on March 21, 2017).

Loan Type: Working Capital and Equipment
 Loan Request: \$250,000 (6.5% of total project cost of \$3,849,184)
 Jobs Created: 25 Full Time and 25 Part Time (13 required)

Brown County approved a separate Revolving Loan Fund request by the applicant in the amount of \$250,000 on April 14, 2017. The City of De Pere RLF application and summary are attached for your review. Note that the business description has not been updated to reflect the new location (320 N Wisconsin), which has been discussed in previous meetings.

New Leaf Cooperative Market has committed to providing 13 full time equivalent positions, which meets the loan program requirements. The applicant is also committed to meeting all related Community Development Block Grant (CDBG) HUD and Wisconsin Department of Administration and City of De Pere program requirements including job creation for individuals in low and moderate income (LMI) households.

Staff proposes a 1% interest rate at term of 7 years (typical for working capital loans) and will work with the applicant to structure the best feasible collateral position. Because the applicant is a Cooperative, life insurance and personal guarantees are not feasible collateral options. The applicants have committed to providing shared collateral with Brown County on a second mortgage security position and second general equipment position. The loan would also be contingent on all other financing being secured (including private equity needed to secure private financing), as well as the satisfaction of property acquisition terms.

New Leaf Cooperative Market Property Acquisition Obligations

Prior to closing

- Documentation that all financing for the project is in place.
 - Private Loans
 - WEDC
 - Equity
 - Revolving Loan Funds
 - Any others

- Complete site plan application submitted to the City of De Pere.
- Signed construction contract.
- Closing on purchase of 320 N Wisconsin Parcel.

After closing

- Project to be constructed and issued full occupancy within 12 months of closing.
- Relocate existing storm sewer.
- Easement vacation or relocation request.

Final loan terms will be negotiated with the applicant and presented to the Finance/Personnel Committee in the form of loan documents for review.

Here is an update on the various steps still needed to complete the project.

Phase 1 –LAND ACQUISITION

Cross Easement Amendment - *Complete*

Property Appraisal - *Complete*

Acquisition Terms – *Complete – Approved by Finance/Personnel and Council*

Certified Survey Map –surveyor hired – to be reviewed by Plan Commission and Council

Right of Way Vacation – surveyor hired –to be reviewed by Plan Commission and Council

Phase 1 ESA – *Complete*

Purchase/Development Agreement - being drafted –to be reviewed by Finance/Personnel and Council

Phase 2 - FINANCING

Revolving Loan Fund Request and Terms – Council review 5/2/17

Loan Documents – Finance/Personnel review after documents are drafted

Phase 3 - PLANNING AND PERMITTING

Site Plan

Building and Health Permits

Revolving Loan Fund Account

- Current Account Balance: Approximately \$1,100,000 (\$158,663 over maximum cap)
- Approved Loans (not yet closed)
 - Battlehouse \$55,000 (still requires Finance/Personnel Committee review)
 - Black Honey Hashery \$65,500
- Pending Loan Applications
 - New Leaf Market Cooperative \$250,000
 - AmeriLux International \$250,000
- Balance if all loans approved: Approximately \$479,500

Staff requests approval from the City Council to proceed with negotiating the terms, and also drafting the necessary documents related to the loan. If terms are reached between the City and the Applicant, the final documents will be presented to the Finance/Personnel Committee for review.



CITY OF DE PERE
APPLICATION FOR
REVOLVING LOAN FUND

Date: April 21, 2017

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Business Applicant Information

Applicant Name (Business) New Leaf Market Cooperative	Authorized Representative (CEO) Lynn Walter		
Mailing Address PO Box 1562	City Green Bay	State WI	ZIP Code 54305
Email Address walterl@uwgb.edu	Phone Number (incl. area code) 920.465-6581	Fax Number (incl. area code)	

SECTION 2: Contact Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: City Loan Information

Type of Loan Request:	Working Capital Equipment / Machinery Land / Site Acquisition Construction
Use of RLF Funds:	Working capital, equipment
# of Jobs to be Created or Retained:	25 full-time and 25 part-time
Loan Amount Requested (\$20,000 per FTE):	\$250,000
Target Loan Closing Date:	August 30, 2017

SECTION 4: Project Financing Information

Project Sources of Funding		Project Uses of Funding	
Personal financing for Project:	\$925,000	Land & Building:	\$1,494,000
Private Financing for Project:	\$2,062,184	Equipment:	\$914,140
Other Financing for Project:	\$612,000	Working Capital:	\$276,000
City RLF Financing for Project:	\$250,000	Other:	\$1,165,044
TOTAL Project Sources:	\$3,849,184	TOTAL PROJECT Uses:	\$3,849,184

Please attach the detailed loan application materials as defined below.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative this RLF Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Name of Owner/Authorized Representative (please print) Lynn Walter	Title President	Phone Number 920-465-6581
Signature of Applicant 		Date Signed April 21, 2017

Attachment: City RLF Applications signed (5678 : Reso #17-34 Authorizing Negotiation of Revolving Loan with New Leaf Market Coop)

REVOLVING LOAN FUND APPLICATION

(1) Business Description

(a) A brief history of the proposed business, including when it is to start, type of operation, legal structure, markets and products

Description

New Leaf Market Cooperative, Inc. will be a full-service, community-owned cooperative grocery store, featuring local, healthy and fair-priced food for the community. Store departments will include produce, dairy, meat, bakery, food service/deli, grocery, bulk, local beer & wine, ethnic & special dietary foods, vitamins & health & beauty products. Café seating will be provided near the deli.

Mission

New Leaf Market is a mission-driven enterprise designed to improve access to healthy food, support the economic enhancement of downtown De Pere, create good jobs, promote local farm and food products, and support education on healthy food choices and issues.

New Leaf Market Cooperative is working collaboratively with the non-profit New Leaf Foods, Inc., whose mission is healthy food access and education.

Member-Ownership structure

New Leaf Market Cooperative was incorporated as a cooperative on July 28, 2010 under Wisconsin Statute 185.05. As of February 1, 2015 New Leaf had 850 member-owners. A complementary educational non-profit organization, New Leaf Foods, Inc. was incorporated on January 5, 2011, and was granted 501(c)(3) status by the IRS on August 29, 2012.

A full member-ownership share is \$180. This equity investment entitles the member-owner to all rights and privileges of ownership.

Everyone is welcome to shop at New Leaf Market. However, only member-owners are eligible for patronage refunds and special discounts, and only member-owners can elect and serve on the board of directors.

Site and Location

Initially, New Leaf Market planned to locate in downtown Green Bay. Because the market demographics for a healthy foods store are less than ideal in the central city, the site criteria were stringent for parking, visibility, traffic count, etc. After extensive efforts to locate in downtown Green Bay did not produce a feasible site; in 2014 the site search was extended to the Green Bay metropolitan area.

The 2014 market study by Dakota Worldwide analyzed an additional 8 sites in the metro area, with the current preferred site at 310 N. Wisconsin St. in De Pere coming out on top. The market demographics and retail synergy are good. In addition to Shopko, located at this development are two banks, a gas station, a hotel and restaurant, and several smaller retail and service businesses. Across the street is the library, loft apartments, condos and a park. In addition, the City is entertaining proposals for additional residential development downtown and having a grocery store downtown will be a selling point for those developments. Traffic counts on N. Broadway are 18,000 cars daily.

New Leaf Market will lease space in 310 N. Wisconsin Ave. in De Pere. It will renovate and outfit space as a retail grocery store. Its store will operate in 12,000 sq. ft. of the building and includes an existing loading dock. New Leaf Foods, Inc. will have an office and multi-purpose community room within the store, including a small demonstration kitchen.

Financial Projections

New Leaf Market will be profitable after four years, and cash flow will be sufficient to meet our debt obligations. These projections were constructed with proprietary data gathered in the market studies and in conjunction with the grocery consultants that New Leaf has hired to guide it through a successful startup, especially the National Co+op Grocers. They will follow the first five years of store operations to make sure that New Leaf Market departments are meeting their margins and make corrections where needed.

Budget and Financing

New Leaf Market will need \$2.85 million to open its doors—including equipment, leasehold improvements, inventory, and working capital. The intent is for member-owners to contribute \$270,000 through member equity and \$300,000 in member loans and another \$300,000 in Preferred Shares with a WEDC grant adding another \$250,000. The remaining \$1.7 will come from external loans, including \$250,000 from the Brown County Economic Development Revolving Loan Fund and \$250,000 from the City of De Pere Revolving Loan Fund. National Cooperative Bank has offered a proposal indicating their terms and conditions for taking a lead bank position.

Economic Development

New Leaf Market will promote the economic development of the City of De Pere, Brown County and Northeast Wisconsin by:

- creating good jobs (25 full time and 26 part time initially— year five staffing plan attached);
- promoting locally grown and produced foods;
- featuring new local products to incubate new food businesses;
- adding a vital amenity to support future downtown De Pere development; and
- re-circulating profits, wages, and sales dollars through the Brown County and northeast Wisconsin economy.

According to a study by the National Co+op Grocers, the average food co-op creates 9.3 jobs for

every million dollars in sales. A conventional grocer creates only 5.8 jobs per million dollars in sales as traditional grocers tend to have a greater reliance on automation and more centralized management functions including human resources, accounting, and purchasing. Overall, 61% of workers at co-ops have full time jobs with paid vacation.ⁱ A study by UW Extension concluded that for every direct job created by the grocery cooperative, 1.130 indirect jobs were generated.ⁱⁱ

Gross Sales

Year 1	Year 2	Year 3	Year 4	Year 5	Year 10
\$4 million	\$4.4	\$4.8	\$5.0	\$5.3	\$6.8

A projected 5000 member-owners plus a growing downtown working population will increase demand for healthy regional food. Growing sales for healthy regional food will support higher, more reliable incomes for regional farmers and other value-added food producers. The average co-op spends 62% of every dollar in revenue on inventory, 12% of which is spent on locally sourced products.ⁱⁱⁱ

This business model recirculates food dollars regionally with a 1.6 multiplier effect, which is higher than the typical grocery store. By this multiplier, New Leaf Market would generate \$10.9 million in local economic impact by year

(b) Key customers and clients

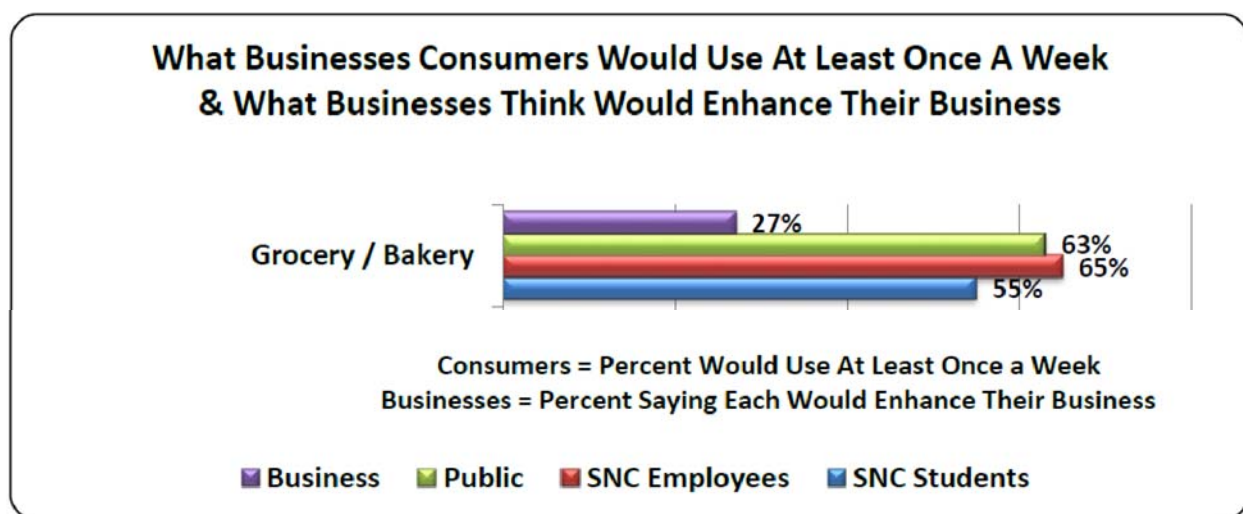
New Leaf Market will serve a relatively large trade area, extending 10-15 miles. An estimated 233,900 persons within the defined trade area, projected to grow at an annual rate of 0.9%. The Dakota Worldwide Market Study (p. 2) indicate sales of \$10.67 per sq. ft. for year one, increasing to 11.74 in year 2 and 12.82 in year 3 for a store at the De Pere site.

The primary target customer of New Leaf Market will provide the bulk of the regular and committed shoppers to New Leaf Market. This group (called core consumers) is already immersed in the organic marketplace: they spend a substantially higher portion of their grocery dollars on higher quality produce and meats. This group is health conscious and will travel longer distances for quality and considers organic produce and meats as a lifestyle. These shoppers will be interested in unique offerings of the co-op such as the origin and nutrition labeling of products and farmer identification.

These core consumers will seek out New Leaf Market as a healthy community food hub where consumers, family cooks and urban gardeners, family farmers and professional chefs, nutritionists, physicians, nurses, and other healthcare professionals can share their concern for and knowledge of healthy food with the whole community. Core consumers will likely also be co-op member-owners, approximately 2/3 of whom live in the Astor Park, Allouez, East De Pere corridor.

The secondary customer base – those living within the trade area -- traditionally shops at the competitors and is accustomed to quantity of products versus quality of products. The majority of this customer base will be trial and transitional customers; they will shop at New Leaf Market for the convenience and will purchase the bulk of the traditional grocery items carried. This group will also become our biggest challenge in terms of health conscious conversions. However this group also represents the greatest potential gain in sales for New Leaf Market.

A St. Norbert College Strategic Research Institute survey asked what consumers and business owners would like to see added in downtown De Pere. The number one response was: Grocery/Bakery



Unique to New Leaf Market, integrated within the store will be a demonstration kitchen. It will hold cooking classes, product demonstrations, specialty tasting, and other educational events. The kitchen will be available for reservation for special parties and will also feature guest chefs from local restaurants or culinary schools. This kitchen will be one of New Leaf Market's competitive distinctions and much promotion will occur around it.

ⁱ Healthy Food, Healthy Communities, Measuring the Social and Economic Impact of Food Co-ops, National Co-op Grocers http://strongertogether.coop/wp-content/uploads/2013/07/Healthy_Foods_Healthy_Communities.pdf

ⁱⁱ The Social and Economic Impact of Cooperatives, <http://reic.uwcc.wisc.edu/groceries/>

ⁱⁱⁱ Healthy Food, Healthy Communities, National Co-op Grocers, http://strongertogether.coop/wp-content/uploads/2013/07/Healthy_Foods_Healthy_Communities.pdf

Financing			
SOURCES			Committed to date
Donations	\$35,000		100%
WEDC Grant	\$250,000		100%
Membership Equity	\$270,000		66%
Member Preferred stock	\$400,000		75%
Member Loans	\$220,000		100%
Owners Contribution	\$1,175,000	30.5%	83%
County Revolving Loan	\$250,000		100%
City Revolving Loan	\$250,000		
Gap Loan	\$31,184		
External, subordinated	\$531,184	13.8%	
Vendor Credit/Free Fill	\$112,000	2.9%	
1st Position Debt	\$2,031,184		
1st Position Debt	\$2,031,184	52.8%	100%
Total Sources	\$3,849,184	100.0%	84%

Financing acquired to date

- Term sheet from national bank for \$2,031,184
- 900 membership for \$162,000
- Donations for \$35,000
- WEDC Grant for \$250,000
- Preferred Shares for \$300,000
- Members Loans for \$220,000
- Vendor Credit/Free Fill for \$112,000
- Brown County Revolving Loan for \$250,000

Total acquired to date: \$3,360,184 = 87%

With City Revolving Loan for \$250,000

Total = \$3,610,184 = 94%

To be raised by New Leaf Market Co-op = \$239,000

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

MEETING DATE: May 2, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #17-35, Authorizing The Negotiation of an Economic Development Loan with AmeriLux International, LLC.

ATTACHMENTS:

- Reso17-35 (DOCX)
- CC Memo Amerilux 5-2017 (DOCX)
- 00_AmeriLux RLF Application (PDF)
- 01a_AmeriLux Business Description and History (PDF)

RESOLUTION #17-35

AUTHORIZING THE NEGOTIATION OF AN ECONOMIC DEVELOPMENT
LOAN WITH AMERILUX INTERNATIONAL, LLC

WHEREAS, the Department of Planning and Economic Development has received the application of Amerilux International, LLC for a revolving loan in the amount of \$250,000; and

WHEREAS, the Common Council wishes to authorize the negotiation of such a loan in accordance with this Resolution and the Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Planning and Economic Development and the City Attorney are authorized and directed to negotiate the terms and conditions of a revolving loan with Amerilux International, LLC in accordance with the City's Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13) in the principal amount not to exceed \$250,000.

BE IT FURTHER RESOLVED THAT:

Any loan so negotiated shall be submitted to the Finance/Personnel Committee for approval prior to execution of documents therefore.

BE IT FURTHER RESOLVED THAT:

All appropriate officers, officials, employees and agents of the City of De Pere are authorized and directed to take all steps reasonably necessary to finalize such loan agreement and accessory documents and to take all other actions reasonably necessary to comply with and compel compliance with such agreement.

Resolution #17-35
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of
May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, Deputy City Clerk

Ayes: _____

Nays: _____

City of De Pere MEMORANDUM



To: City Council
 From: Kimberly Flom, Economic Development & Planning Director
 Date: May 2, 2017
 RE: **Revolving Loan Fund (RLF) Application for AmeriLux International, LLC**

PROJECT SUMMARY

AmeriLux International, LLC has submitted a Revolving Loan Fund application requesting a \$250,000 loan for working capital. They are currently working on expanding their location in the East Industrial Park to include a new approximately 30,000 s.f. warehouse. The applicant has already obtained site plan approval for the project.

Loan Type: Working Capital
 Loan Request: \$250,000 (9.8% of total project cost of \$2,541,646)
 Jobs Created: 13 Full Time Equivalent (13 required)

Since 2004, AmeriLux has continued to grow and succeed in De Pere. The attached application and business description provide more detail about the company. AmeriLux International has committed to providing 13 full time equivalent positions, which meets the loan program requirements. The applicant is also committed to meeting all related Community Development Block Grant (CDBG) HUD and Wisconsin Department of Administration and City of De Pere program requirements including job creation for individuals in low and moderate income (LMI) households.

Staff proposes a 1% interest rate at term of 7 years (typical for working capital loans). Staff will work with the applicant to secure the best collateral position. The applicant has offered a personal guaranty and a life insurance policy.

Revolving Loan Fund Account

- Current Account Balance: Approximately \$1,100,000 (\$158,663 over maximum cap)
- Approved Loans (not yet closed)
 - Battlehouse \$55,000 (still requires Finance/Personnel Committee review)
 - Black Honey Hashery \$65,500
- Pending Loan Applications
 - New Leaf Market Cooperative \$250,000
 - AmeriLux International \$250,000
- Balance if all loans approved: Approximately \$479,500

Staff requests approval from the City Council to proceed with negotiating the terms, and also drafting the necessary documents related to the loan. If the City and the Applicant reach terms, the final documents will be presented to the Finance/Personnel Committee for review.

	CITY OF DE PERE APPLICATION FOR REVOLVING LOAN FUND	
		Date:

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Business Applicant Information

Applicant Name (Business) AmeriLux International, LLC	Authorized Representative (CEO) Kurt Voss		
Mailing Address 1212 Enterprise Drive	City De Pere	State WI	ZIP Code 54115
Email Address kvoss@ameriluxinternational.com	Phone Number (incl. area code) 920-336-9300	Fax Number (incl. area code) 920-336-9301	

SECTION 2: Contact Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) AmeriLux International, LLC	Contact Person Joe Nick	Title Director of Operations	
Mailing Address 1212 Enterprise Drive	City De Pere	State WI	ZIP Code 54115
Email Address jnick@ameriluxinternational.com	Phone Number (incl. area code) 920-336-9300	Fax Number (incl. area code) 920-336-9301	

SECTION 3: City Loan Information

Type of Loan Request:	Working Capital Equipment / Machinery Land / Site Acquisition Construction
Use of RLF Funds:	These funds will be used to purchase inventory (working capital).
# of Jobs to be Created or Retained:	13
Loan Amount Requested (\$20,000 per FTE):	\$250,000
Target Loan Closing Date:	07/01/2017

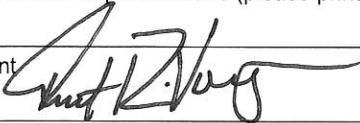
SECTION 4: Project Financing Information

Project Sources of Funding		Project Uses of Funding	
Personal financing for Project:	\$350,000	Land & Building:	\$1,313,606
Private Financing for Project:	\$1,941,646	Equipment:	\$628,040
Other Financing for Project:	N/A	Working Capital:	\$600,000
City RLF Financing for Project:	\$250,000	Other:	\$0
TOTAL Project Sources:	\$2,541,646	TOTAL PROJECT Uses:	\$2,541,646

Please attach the detailed loan application materials as defined below.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative this RLF Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Name of Owner/Authorized Representative (please print) Kurt Voss	Title CEO	Phone Number 920-336-9300
Signature of Applicant 		Date Signed 4/14/2017

Attachment: 00_AmeriLux RLF Application (5769 : Resolution #17-35, Authorizing the Negotiation of Amerilux International Revolving Loan)

Business Description & Timeline

Originally called American Louver, AmeriLux International was formed in May 2004 and moved from Appleton, WI into a new 20,000 square foot facility located in the East De Pere Industrial Park just south of Green Bay, WI. Since then, AmeriLux International has been committed to providing the horticultural, architectural, building, and construction communities with superior products and service and on educating the U.S. market on the features and benefits of polycarbonate daylighting.

- 2006: To better service the marketplace, AmeriLux partnered with GE Plastics to become the master distributor of LEXAN™ THERMOCLEAR™ multiwall and corrugated polycarbonate sheet products. While AmeriLux would continue to serve as the master distributor of LEXAN™ multiwall polycarbonate, GE would go on to sell their plastics division to SABIC.
- 2007: AmeriLux expanded its product offering to include the off-site warehousing and distribution of steel coil. Steel coil is used in a wide variety of construction applications such as pre-engineered wall and roof panels, architectural building panels, and agricultural wall and roof panels.
- 2008: Due to an increased use of PVC (polyvinyl chloride) panels as a building material in the U.S. agricultural and industrial markets, Agrilite™ Corrugated PVC liner panels and TRUSSCORE™ PVC interlocking liner panels were added to AmeriLux's ever-growing line of products.
- 2009: With a growing customer base and an increase in product diversity, it was necessary to expand the warehouse and operations space. AmeriLux nearly doubled in physical plant size, now occupying 37,000 square feet of production space.
- 2009: With the US's growing demand for high-performance, energy-efficient, daylighting solutions in the architectural and building construction markets, AmeriLux began distribution of the LEXAN™ THERMOCLICK™ Interlocking Sheet System; a 40mm and 50mm polycarbonate sheet product that offers superior thermal performance and is easy to install.
- 2009: Looking to offer the professional grower the ideal combination of maximum light transmission, thermal insulation, impact strength, and energy efficiency in a multiwall polycarbonate panel, AmeriLux introduced the LEXAN™ THERMOCLEAR™ Plus high-performance sheet to the horticultural market.
- 2010: To further enhance the energy efficiency of multiwall polycarbonate (primarily thermal performance), AmeriLux partnered with the Cabot Corporation to become the exclusive U.S. distributor and fabricator of Lumira® aerogel-filled multiwall polycarbonate sheets.

A WORLD OF POSSIBILITIES

- 2010: SABIC and AmeriLux co-developed the LEXAPANEL™ polycarbonate standing seam glazing solution. LEXAPANEL™ uses a standing seam connection to join multiwall polycarbonate panels in a variety of customizable widths, thicknesses, structures and colors. This major innovation addresses many building and construction challenges – including cost and design freedom – with one versatile concept.
- 2012: With the multiwall polycarbonate market in the US continuing to grow, AmeriLux completed a 23,000 square foot expansion to its warehouse facility; bringing the total square footage of operations space to just under 60,000 square feet. [Click here to view photos and details of this second expansion.](#)
- 2012: To continually provide value-added services and improve on-time delivery with key customers, AmeriLux International formed AmeriLux Transportation; a full-service, freight transport company. AmeriLux Transportation made its first delivery in June of 2012.
- 2014: The past decade has seen many improvements in the performance characteristics of polycarbonate. AmeriLux is proud to have been a key player in introducing some of these technological advancements to the marketplace such as LEXAN™ THERMOCLEAR™ 15. A high-performance polycarbonate sheet that will offer the industry's only 15-Year warranty!
- 2015: The formation of AmeriLux Logistics, a freight brokerage company. AmeriLux Transportation is now going to have access to a network of qualified carriers and a wide range of freight shipping services - yet another offering to better serve the marketplace.
- 2015: As a compliment to SABIC's 15-Year warranty, AmeriLux introduced its industry leading 20-Year warranty on the LEXAN™ THERMOCLEAR™ 15 8mm and 16mm multiwall polycarbonate sheet.
- 2015: Expanded our fabrication services with the addition of a MultiCam 3000 Series CNC Router and a Giben 14-Foot Beam Saw. These additions to our Distribution Center not only increase our cutting capabilities but also our abilities to better meet our customers' specific project requirements.
- 2017: We're expanding ... again! This time, AmeriLux is adding an additional building. The 30,592 square foot facility is being built on the vacant property adjacent to our East De Pere location and will house our extensive inventory of multiwall polycarbonate products.

LEXAN THERMOCLEAR, LEXAN THERMOCLICK, and LEXAPANEL are trademarks of SABIC.

A WORLD OF POSSIBILITIES

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 2, 2017

DEPARTMENT: Common Council

FROM: Alan Matzke

SUBJECT: Resolution #17-30, Authorizing Healthcare Student Placement Agreement with Northeast Wisconsin Technical College (NWTC) (tabled at the 4/18/17 Common Council Meeting)

ATTACHMENTS:

- Mayor CC- NWTC student placement agreements 2017 (DOCX)
- Reso17-30 (DOCX)
- Intern Agreement With NWTC Memo (PDF)
- DePereNWTC Student Placement Healthcare Changes accepted 4-28-17 (RTF)
- DePereNWTC Student Placement Healthcare City Edits red-lined 4-28-17 (RTF)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council

From: Judith Schmidt-Lehman, City Attorney
Alan Matzke, Fire Chief

RE: Student Placement/Internship Agreements with NWTC

Date: May 2, 2017

As you will recall, the Council tabled consideration of an updated Student Placement Agreement with NWTC at its April 18, 2017 meeting in order for language change matters to be addressed by the parties. On Friday April 28, 2017, we received NWTC's requested changes in the form of two agreements; the first involving minor language updates to the existing 2013 Healthcare Student Placement Agreement and the second involving a new agreement for Fire Science Internships. Therefore, each proposed agreement is on the Council separately and outlined below for your consideration.

1. Resolution 17-30: this Resolution would authorize the minor language changes to the existing Student Healthcare Placement Agreement. Approval of this Agreement as revised is recommended.
2. Resolution 17-36: this Resolution would authorize entry into an agreement for fire science internships with the city fire rescue department. However, the Agreement proposed by NWTC is very different than reviewed by the Finance/Personnel Committee (which Agreement mirrored the format of the Healthcare Placement Agreement.) Substantive changes to this Agreement will be necessary before staff can recommend approval to the Council; however given the timing of the receipt of the proposed agreement, we have not been able to negotiate those with NWTC. It is our hope that we will be able to provide you with a revised Internship Agreement at the May 2, 2017 council meeting.

If you have any questions regarding these matters prior to the May 2 meeting, feel free to call Al at 339-4085 or Judy at 339-4042.

RESOLUTION #17-30

AUTHORIZING HEALTHCARE STUDENT PLACEMENT AGREEMENT
WITH NORTHEAST WISCONSIN TECHNICAL COLLEGE (NWTTC)

WHEREAS, the City currently has a Healthcare Student Placement Agreement in place for the NWTTC intern program which allows its Nursing and EMT/Paramedic students the opportunity to observe patient care in the field under supervision of trained personnel as a part of the certification training; and

WHEREAS, the parties are interested in updating such agreement, as shown in the attached Northeast Wisconsin Technical College Healthcare Student Placement Agreement, incorporated herein as Exhibit 1.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Northeast Wisconsin Technical College Healthcare Student Placement Agreement (Exhibit 1), subject to changes as deemed necessary by the City Attorney, and such subsequent extensions thereof, provided they contain substantively similar provisions.

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 2nd day of May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, Deputy City Clerk

Ayes: ____

Nays: ____

Attachment: Reso17-30 (5757 : Reso#17-30, Authorizing Healthcare Student Placement Agreement with NWTTC)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *ACM*

Date: April 3, 2017

Re: Intern Agreement with Northeast Wisconsin Technical College

De Pere Fire Rescue is very committed to education and engaged in continuous improvement. To that end, we embrace and support the regional training efforts of Firefighters, Emergency Medical Technicians and Paramedics. Students are often required to, or selectively perform an internship or "Ride Along" in conjunction with their academic learning. De Pere Fire Rescue has been a proud participant and partner in these programs for over ten years.

We currently have an agreement with Northeast Wisconsin Technical College to work with students enrolled in the Paramedic program during the normal school year. We accept one student per shift for a total of three and the students are assigned a volunteer preceptor from our staff. I am pleased to report that De Pere Fire Rescue is known as a regional leader in Emergency Medical Service and we often have more students than we can support, so we introduce competition and conduct interviews to award the opportunities to students.

We currently have an agreement with Fox Valley Technical College to work with students enrolled in the Fire Science Program during the normal school year. Again, we accept one student per shift for a total of three and the students are assigned a volunteer preceptor from our staff. We keep the students separated by station to maximize their opportunity for learning and experience.

The new agreement, once any changes identified by the city attorney are included, would replace the current agreement and cover interns with the fire department from all programs listed in Exhibit A (EMT, Advanced EMT, Paramedic, Fire Medic, Fire Science).

De Pere Fire Rescue, the students themselves, and the citizens we serve, are all beneficiaries of this program. De Pere Fire Rescue staff volunteer to accept the additional responsibility to precept students in their perspective disciplines. The benefits of always acting in a teaching role have propelled our staff to excellence. The constant challenge of new students and new perspectives has driven our staff to be open minded and extremely progressive with service delivery. Our community and our department get that advantage of extra help and the ability to preview the labor pool and have

successfully hired full-time and part-time employees from relationships and experiences resulting from the internship experience.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE STUDENT PLACEMENT AGREEMENT

THIS HEALTHCARE STUDENT PLACEMENT AGREEMENT, is made and entered into as of the City of De Pere Fire Department (the "Agreement"), by and between the NORTHEAST WISCONSIN TECHNICAL COLLEGE DISTRICT, a Wisconsin statutory technical college district ("NWTC"), and the facility whose full legal name and principal business address appear below opposite the parties' signatures (the "Facility").

WHEREAS, NWTC is a Wisconsin technical college district engaged in the education and training of students enrolled in allied health and health care-related instructional programs, which programs necessarily rely on and include practical, clinical observation and participation in healthcare and emergency facilities as a material component of the relevant curriculum;

WHEREAS, the Facility recognizes a need for an available workforce of well-trained graduates of allied health and healthcare programs who have obtained clinical observation and practical experience within healthcare and emergency facilities actively engaged in delivering healthcare services;

WHEREAS, NWTC maintains allied health and healthcare programs that include placement of students in healthcare facilities for purposes of observation and practical experience including, but not limited to, the opportunity to "ride along" with emergency personnel;

WHEREAS, the Facility maintains and operates certain emergency medical facilities suitable for and engaged in providing healthcare services which are valuable to NWTC's curriculum, the Facility desires to make such facilities and staff available to NWTC for instructional purposes, and NWTC desires to place its students with the emergency operations to be provided by Facility on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements and covenants made herein, and other good and valuable consideration which the parties deem sufficient, NWTC and the Facility agree as follows:

A. INTRODUCTION

1. NWTC Instructional Program. This Student Placement Agreement shall apply to, and govern the placement of, those NWTC students enrolled in, and seeking clinical placements regarding, the instructional program designated in attached Exhibit A (the "Program").

2. The Facility. With regard to the Program, the Facility shall make its hospital, clinic, or other healthcare facility(ies) identified in attached **Exhibit B** (the "Site") available to NWTC for the education, training and temporary clinical placement of Program students.
3. Program Contacts. The principal contact for NWTC regarding the Program students placed at the Site hereunder and the principal contact for the Facility regarding the students placed at the Site hereunder are designated on attached **Exhibit C**.

B. OBLIGATIONS OF NWTC.

1. Compliance With Accreditation Standards. NWTC shall be solely responsible for developing, offering and implementing an educational curriculum in the Program, which shall be approved by the Wisconsin Technical College System Board and shall provide basic required classroom and clinical instruction consistent with (i) the standards of all applicable professional accrediting bodies and (ii) applicable federal, state and/or local laws and regulations.
2. Basic Classroom and Clinical Instruction. All Program students placed at the Facility shall first have satisfactorily completed all prerequisite classroom instruction. NWTC shall develop and implement the Program students' curriculum in its sole discretion, and shall have exclusive responsibility for developing the Program objectives, admitting (or rejecting) qualified students to the Program, providing instructional faculty, scheduling and monitoring clinical rotations by students, maintaining all permanent student records, assessing student performance and grading, and generally providing basic Program oversight and management.
3. NWTC Faculty. NWTC shall provide such faculty, adjunct faculty, instructional staff and/or supervisory personnel as the Facility and NWTC may agree upon from time to time.

C. OBLIGATIONS OF NWTC REGARDING PROGRAM STUDENTS.

1. HIPAA Compliance. NWTC and the Facility agree that the conduct of NWTC instructors/students, when instructors/students are placed with the Facility and are engaged in the performance of duties for the Facility, is under the direct control of the Facility, and these instructors/students are members of the Facility's workforce for HIPAA purposes, as defined in 45 C.F.R. § 160.103, under these circumstances. NWTC instructors/students will comply with all policies, procedures, laws, and regulations of the Facility which have been communicated to the instructor/student.
2. Student Health Screening. Prior to assigning any Program student to a clinical placement at the Site, NWTC shall determine that such students have been tested

and passed all necessary health screening measures reasonably required by the Facility, consistent with the Facility's own health screening requirements of its own staff and employees, according to information provided to NWTC by the Facility. Program students shall have received all vaccinations, immunizations and/or other preventative measures reasonably required by the Facility, or under applicable law.

3. Caregiver Background Checks. Prior to assigning any Program student or Program instructional staff to a clinical placement with the Facility (involving patient contact or which requires a "Caregiver Background Check" under Wisconsin law, including Wis. Admin. Code Chapter HFS 12), NWTC, itself or by a contractor or agent hired by it, shall perform a Caregiver Background Check which shall include (i) obtaining a completed State of Wisconsin "Background Information Disclosure" form and (ii) conducting a Criminal Records Check. If such background check indicates a criminal conviction or pending criminal charges constituting a "permanent bar" or "bar pending rehabilitation," NWTC shall not place such student, faculty and/or staff member subject to bar with the Facility. If the background check reveals a conviction or pending charges of a crime which is not a "permanent bar" or "bar pending rehabilitation," NWTC shall inform the Facility thereof, which shall determine in its sole discretion whether the conviction or pending charge(s) are substantially related to the care of the Facility's patients or clients. Written records regarding Caregiver Background checks shall be (i) maintained at all times by NWTC, (ii) provided, upon request to the Facility, and (iii) carried by each NWTC student, faculty or staff member while at the Site. The Caregiver Background Check shall be conducted at NWTC's or the student's cost. Caregiver Background checks completed by NWTC or its students for participation in other instructional programs within 3 months before the date the student would be assigned to the Program shall be recognized by the Facility and sufficient hereunder. NWTC shall immediately notify the Facility in writing if NWTC determines with reasonable certainty that any NWTC student, faculty or staff member at the Site pursuant to this Agreement may be or becomes subject to a "bar."
4. Student Discipline: Withdrawal. NWTC shall be responsible for maintaining the discipline, demeanor, and academic and professional conduct of students in the Program. Failure to observe the Facility's written policies, rules and regulations which have been previously communicated to NWTC (in writing) and its students (in writing or orally) may constitute grounds for termination of a student's clinical placement privileges, and NWTC may be requested by the Facility to terminate such student(s). The following may be grounds for student withdrawal: (i) repeated failure to maintain Caregiver Background Check documentation, (ii) repeated failure to follow Facility policies and procedures which have been communicated to the student, (iii) the existence of health conditions which pose a material risk (in the judgment of the Facility medical staff) to Facility patients with whom the student may have contact, and (iv) repeated failure to maintain adequate performance in the clinical placement. The foregoing are examples

only, and do not limit NWTC's right to terminate student participation or the Facility's right to request the same.

5. Student Status. NWTC students participating in the "ride-along" or other operations with the Facility shall not be deemed employees of the Facility, and shall receive no compensation for services they may provide. NWTC students may from time to time provide economically valuable services, but are engaged exclusively in an educational Program, solely for educational purposes, and the Facility shall not substitute students for, or support regular Site staffing requirements with, students.
6. Resolution of Conflicts in Favor of Patient Care. The Facility may in its sole discretion limit educational access to any NWTC students who do not meet the Facility's standards generally applicable to its employees for safety, health screening, professional conduct or ethical behavior. The Facility may resolve any conflict involving a student or the Program in favor of the Facility's patients' welfare, and restrict student involvement to observation.

D. OBLIGATIONS OF THE FACILITY.

1. The Facility maintains full responsibility and authority for patient care at all times.
2. Provide Clinical Experiences. The Facility shall provide reasonable access to practical clinical experiences for the Program students, in a supervised and controlled setting. The clinical experiences shall be substantially related to the Program curriculum described at Exhibit B, and shall supplement and enhance the students' basic classroom instruction. Clinical experiences may include without limitation, access and exposure to (i) sources of relevant information for educational purposes; (ii) the Facility's procedure guides, policy manuals and physical facilities (including instrumentation, diagnostic and therapeutic equipment, patient treatment facilities, etc.); (iii) standard clinical references; (iv) the Facility's practicing staff, subject to staff availability; and (v) under appropriate circumstances, patients' records, care plans and references.
3. Educational Support Facilities. Subject to availability, the Facility shall make available for educational purposes, meeting or conference rooms or other appropriate areas where groups of Program students may hold discussions, small group instructional sessions, and shall permit use of such supplies and equipment as are commonly available for patient care at the Site.
4. Facility Staff Involvement. Subject to their availability, and as the Facility and NWTC's faculty and instructional staff assigned to the Program may agree from time to time, the Facility shall make its staff available to Program students for (i) educational question/answer sessions with students and NWTC faculty, (ii) giving verbal feedback as appropriate regarding student clinical performance, (iii) providing direct supervision of students in conjunction with NWTC faculty, and

(iv) providing appropriate clinical experiences for students to gain practical healthcare experiences consistent with the Program curriculum and instructional plans set forth by NWTC.

5. Facility Accreditation. At all times during the term of this Agreement, the Facility shall maintain the highest appropriate professional standards of care, maintain properly licensed and trained medical or other clinical staff, maintain the Site as a clinical facility for instruction regarding an accredited Program, and integrate the students where appropriate into the healthcare services being provided by the Facility.
6. Disclosure of Policies, Rules and Regulations. Prior to student placement with the Facility, the Facility shall provide NWTC faculty in charge of the Program with written copies (or precise references to standard clinical references) of, and generally inform NWTC regarding, applicable (i) Facility policies and procedures, (ii) applicable federal, state, and/or local laws and governmental regulations, and (iii) Facility rules and regulations, which in each case may affect the Program students during their clinical placement.
7. Orientation. The Facility shall provide Program students a general orientation, overview, and introduction to the Site, and to the conditions of patients generally treated therein in order to safeguard patient welfare and assist the students in gaining practical skills and confidence.

E. GENERAL PROVISIONS.

1. Term and Termination. The initial term of this Agreement shall be a two year term, commencing on January 1, 2017 and ending on January 1, 2020. This Agreement shall automatically renew for successive terms of two (2) years unless either party shall elect to not renew, and shall serve written notice upon the other party no less than ninety (90) days prior to the end of a term. Either party may terminate this Agreement upon a material breach of this Agreement which continues, uncured for a period of thirty (30) days following the non-breaching party's delivery of written notice to the breaching party; provided, however, that if cure cannot be practically accomplished with such 30 day period and the breaching party has promptly commenced cure with such 30 day period and diligently pursue cure thereafter, such 30 day period shall be extended for an additional period of up to 30 days. Notwithstanding anything in this Paragraph or the Agreement to the contrary, upon any termination of this Agreement, NWTC shall be permitted to maintain and complete the then effective Program student placements through the applicable current academic term, and the Facility shall cooperate with and permit existing clinical rotations for Program students already placed sufficiently with the Facility. This agreement supersedes any 'ride along' Student Placement agreements previously in place between the parties.

2. Insurance. At all times during the term of this Agreement, each party shall maintain in full force and effect, general and professional liability insurance covering each of its employees and agents against general and professional liability claims. Such coverage shall be in the minimum amount of \$1,000,000 per occurrence. Facility agrees to list NWTC as an additional insured on all policies maintained for this purpose. Upon written request, each party shall provide the requesting party with documentary proof of insurance coverage, and compliance hereunder.

3. Indemnification.

(a) Facility shall and hereby does agree to indemnify, defend and hold harmless NWTC, including without limitation its trustees, faculty, administrators, employees, instructors, students, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) Facility's (including without limitation its administrators', medical staffs', employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of Facility's performance hereunder, or (ii) Facility's material breach of any term, condition or provision of this Agreement.

(b) NWTC shall and hereby does agree to indemnify, defend and hold harmless Facility, including without limitation its officers, administrators, employees, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) NWTC's (including without limitation its administrators', faculty's, employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of NWTC's performance hereunder, or (ii) NWTC's material breach of any term, condition or provision of this Agreement.

4. Dispute Resolution: Mediation; Arbitration.

(a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof first shall be submitted to mediation between the parties, facilitated by a professional mediator mutually acceptable to the parties. (If the parties cannot agree upon a mediator within 30 days of initial notice of a dispute subject to this paragraph, each party shall nominate a proposed mediator, who shall in consultation with the other party's proposed mediator, select a third mediator to alone hear the dispute as soon as possible thereafter).

(b) If a dispute cannot be resolved or settled within 60 days following submission of the dispute to mediation, it shall be settled by arbitration in accordance with

the rules of the Commercial Arbitration Rules of the American Arbitration Association then in effect on the date of this Agreement or such other process as may be agreed to by the parties. Any arbitration proceeding held pursuant to this paragraph shall be held in Green Bay, Wisconsin, unless another site is agreed upon by the parties hereto. The arbitration shall be the sole and exclusive forum for resolution of the dispute or controversy, and the award shall be final and binding. The fees and costs of the arbitration shall be borne by the losing party, or as otherwise directed by the arbitrator. Failure to timely pay required arbitration fees, if any, shall constitute default by the non-paying party. The parties shall promptly negotiate in good faith to appoint a single arbitrator who shall be disinterested in the dispute or controversy and shall have no connection to either party. If the parties are unable to agree on an arbitrator within 10 days of the demand for arbitration or the date the mediation fails, whichever is sooner, they shall each select an arbitrator who shall select a third arbitrator and the third arbitrator shall serve as sole arbitrator of the dispute. The arbitration proceeding shall proceed to a final award within not more than 180 days following submission of the dispute to the arbitrator so selected.

- (c) The arbitrator shall arbitrate the dispute and interpret this contract in accordance with the domestic laws of the State of Wisconsin, without regard to the principles of conflicts of laws thereunder. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction over the parties hereto. The award shall be made and shall be payable in United States dollars free from any tax or any other deduction.

5. Force Majeure. No failure or delay in the performance of the obligations of NWTC or Facility under this Agreement shall be deemed a breach of this Agreement or create any liability therefore if the failure or delay in performance is due to any cause or causes beyond the control of the parties, including, without limitation, strikes, work stoppages, accidents, shut down or delay of suppliers, governmental orders, fires, explosions or other acts of God, theft, embargoes, loss or delay in transit, inability to secure transportation facilities or contingencies arising out of or due to national defense activities, war or emergency conditions. In the event of any such failure or delay or other nonperformance on the part of the parties, they shall have the right to cancel or defer performance under this Agreement in their complete discretion without liability, and such cancellation and/or deferral shall not affect the right of the party to recover amounts due hereunder for services provided except that, in all events hereunder the Fee shall be reduced in accordance with the loss of services. This paragraph shall not be construed to extend any cure period set forth in Section E1.

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received in all respects on the date it is personally delivered or one (1) day after being sent by reputable overnight courier or two (3) business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth below or as otherwise designated by such party to the other in writing:

If to NWTC:

Northeast Wisconsin Technical College
Attn: Dean – Public Safety
2740 West Mason Street
P.O. Box 19042
Green Bay, WI 54307-9042
Tel.: 920-498-5679

If to Facility:

Notices to the Facility shall be given at the address/telephone/facsimile indicated below opposite the parties' signatures.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter herein, and all prior agreements and understandings, whether written or oral, are merged herein and made a part hereof. No amendment, waiver or modification hereof shall be valid or given effect unless in writing, signed by both parties. All Exhibits, Schedules, Annexes or other documents referenced herein shall be incorporated into this Student Placement Agreement as if set forth fully herein.
8. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other.
9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof which shall remain valid and enforceable to the fullest extent permitted by law.
10. Waiver of Breach. The waiver by either party of the breach by the other party of any provisions of this Agreement shall not be deemed a waiver of any subsequent breach.
11. Section Headings. The headings in the Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.
12. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall bind each party hereto at such time as the

same or a different counterpart has been signed by the other party for whom a signature space is hereafter provided even though both parties shall not have executed the same counterpart. This Agreement may be executed by facsimile. Each of the individuals executing this Agreement on behalf of a party, respectively, represents and warrants to the other that the individual has all power and authority necessary to bind the party hereto.

13. Independent Contractors. The parties are independent contractors, each acting as an independent entity with the ability to direct and control the performance of their respective obligations hereunder, subject to the terms and conditions of this Agreement. Nothing in this Agreement, or in the course of dealing between the parties hereunder, shall be construed to constitute the parties as partners, joint ventures or agents for one another; or as authorizing either party to obligate the other in any manner. Neither party shall represent itself, directly or by implication, to (i) be an employee, agent, partner or joint venture of the other, or (ii) in any manner to have power or authority to create any obligation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Healthcare Student Placement Agreement to be executed as of the day, month and year written above.

"FACILITY"

City of De Pere Fire Department
Attn: Chief Al Matzke
400 Lewis Street
De Pere, WI 54115

"NWTC"

NORTHEAST WISCONSIN
TECHNICAL COLLEGE

By: _____

Its: _____

Date: _____

By: Elizabeth J. Paape

Elizabeth Paape
Dean, Public Safety Department

Date: 3/1/17

Tel.: 920/339-4085

Fax:

Email: amatzke@mail.de-pere.org

Tel.: 920-498-5679

Fax: 920-498-5673

Email: elizabeth.paape@nwtc.edu

INCORPORATED EXHIBITS TO BE ATTACHED:

Exhibit A: Program
Exhibit B: Facility
Exhibit C: Principal NWTC and Facility Contacts

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE STUDENT PLACEMENT AGREEMENT

Exhibit A: The NWTC instructional Program(s) subject to this Student Placement Agreement are:

EMT (Emergency Medical Technician)
Advanced EMT (Advanced Emergency Medical Technician)
Paramedic
Fire Medic
Fire Science

Exhibit B: The address (or other specifically identifying information) regarding the healthcare facility(ies) (clinics, hospitals, nursing homes, etc.) at which Program students will be placed are:

City of De Pere Fire Department
Attn: Chief Al Matzke
400 Lewis Street
De Pere, WI 54115

Exhibit C:

Principal NWTC contact:

Elizabeth Paape, DEAN

Principal Facility contact:

Elizabeth Paape

Name (Please print clearly)

(920) 498-5679

Phone Number

Program information Website links:

Program Name	Website Link
Advanced Emergency Medical Technician	<u>Advanced Emergency Medical Technician</u>
Emergency Medical Technician	<u>Emergency Medical Technician</u>
Paramedic	<u>Paramedic</u>
Fire Medic	<u>Fire Medic</u>
Fire Science	<u>Fire Science</u>

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE/PRECEPTORSHIP STUDENT PLACEMENT AGREEMENT

THIS HEALTHCARE/PRECEPTORSHIP STUDENT PLACEMENT AGREEMENT, is made and entered into as of May 1, 2017 (the "Agreement"), by and between the NORTHEAST WISCONSIN TECHNICAL COLLEGE DISTRICT, a Wisconsin statutory technical college district ("NWTC"), and the healthcare/preceptor facility and whose full legal name and principal business address appear below opposite the parties' signatures (the "Facility").

WHEREAS, NWTC is a Wisconsin technical college district engaged in the education and training of students enrolled in allied health and health care-related instructional programs, which programs necessarily rely on and include practical, clinical observation and participation in healthcare and emergency facilities as a material component of the relevant curriculum;

WHEREAS, the Facility recognizes a need for an available workforce of well-trained graduates of allied health, healthcare, and emergency medical service programs who have obtained clinical observation and practical experience within healthcare facilities and emergency services which are actively engaged in delivery of healthcare services;

WHEREAS, NWTC maintains allied health, healthcare, and emergency service programs that include placement of students in a healthcare facilities and emergency service field experiences for purposes of observation and practical experience;

WHEREAS, the Facility maintains and operates certain clinical and emergency medical facilities suitable for and engaged in providing healthcare services which are valuable to NWTC's curriculum, the Facility desires to make such facilities and staff available to NWTC for instructional purposes, and NWTC desires to place its students with the facilities to be provided by the Facility and the Emergency Services Department on the terms and conditions set forth herein, as well as provide opportunities for occasional occupational competency training for the faculty of NWTC.

NOW, THEREFORE, in consideration of the agreements and covenants made herein, and other good and valuable consideration which the parties deem sufficient, NWTC and the Facility agree as follows:

A. INTRODUCTION

1. NWTC Instructional Program. This Student Placement Agreement shall apply to, and govern the placement of, those NWTC students enrolled in, and seeking clinical and ambulance placements regarding, the instructional program designated in attached **Exhibit A** (the "Program").

2. The Facility. With regard to the Program, the Facility shall make its hospital, clinic, or other healthcare facility(ies), or emergency medical services identified in attached **Exhibit B** (the "Site") available to NWTC for the education, training and temporary clinical placement of Program students.
3. The Clinical Rotation. The clinical rotation of NWTC students through the Site and the implementation of a clinical and field placement curriculum regarding the Program generally shall be conducted pursuant to the written Program plan and curriculum documents attached as **Exhibit C.**
4. Program Contacts. The principal contact for NWTC regarding the Program students placed at the site hereunder and the principal contact for the Facility and the Department regarding the students placed at the site hereunder are designated on attached. **Exhibit D.**

B. OBLIGATIONS OF NWTC.

1. Compliance With Accreditation Standards. NWTC shall be solely responsible for developing, offering and implementing an educational curriculum in the Program, which shall be approved by the Wisconsin Technical College System Board and shall provide basic required classroom and clinical instruction consistent with (i) the standards of all applicable professional accrediting bodies and (ii) applicable federal, state and/or local laws and regulations.
2. Basic Classroom and Clinical Instruction. All Program students placed at the Site shall first have satisfactorily completed all prerequisite classroom instruction. NWTC shall develop and implement the Program students' curriculum in its sole discretion, and shall have exclusive responsibility for developing the Program objectives, admitting (or rejecting) qualified students to the Program, providing instructional faculty, scheduling and monitoring clinical rotations by students, maintaining all permanent student records, assessing student performance and grading, and generally providing basic Program oversight and management.
3. NWTC Faculty and Staff. NWTC shall provide at the Site, such faculty, adjunct faculty, instructional staff and/or supervisory personnel as the Facility and NWTC may agree upon from time to time. Faculty who are participating with approval of the Facility in occupational competency training at the Site shall be subject to the provisions in Paragraph C. 1. HIPAA and ADA/ADAA Compliance, E.2. Insurance, and E.3. Indemnification.

C. OBLIGATIONS OF NWTC REGARDING PROGRAM STUDENTS.

1. HIPAA and ADA/ADAA Compliance
NWTC and the Facility agree that the conduct of NWTC instructors/students, when instructors/students are placed with the Facility and engaged in the performance of duties for the Facility, is under the direct control of the Facility, and these instructors/students are members of the Facility's workforce for HIPAA purposes, as defined in 45 C.F.R. § 160.103, under these circumstances. NWTC shall comply with applicable provisions of the Americans with Disabilities Act and the American with Disabilities Amendment Act. NWTC instructors/students will comply with all Facility policies, procedures, laws, and regulations which have been communicated to the instructor/student.

2. Student Health Screening. Prior to assigning any Program student to a clinical or field placement at the Site, NWTC shall determine that such students have been tested and passed all necessary health screening measures reasonably required by the Facility, consistent with the Facility's own health screening requirements of its own staff and employees, according to information provided to NWTC by the Facility. Program students shall have received all vaccinations, immunizations and/or other preventative measures reasonably required by the Facility, or under applicable law.

3. Caregiver Background Checks. Prior to assigning any Program student or Program instructional staff to a clinical or field placement at the Site (involving patient contact or which requires a "Caregiver Background Check" under Wisconsin law, including Wis. Admin. Code Chapter HFS 12), NWTC, itself or by a contractor or agent hired by it shall perform a Caregiver Background Check which shall include (i) obtaining a completed State of Wisconsin "Background Information Disclosure" form and (ii) conducting Criminal Records Check. If such background check indicates a criminal conviction or pending criminal charges constituting a "permanent bar" or "bar pending rehabilitation," NWTC shall not place such student, faculty and/or staff member subject to bar at the Site. If the background check reveals a conviction or pending charges of a crime which is not a "permanent bar" or "bar pending rehabilitation," NWTC shall inform the Facility thereof, which shall determine in its sole discretion whether the conviction or pending charges(s) are substantially related to the care of the Facility's patients or clients. Written records regarding Caregiver Background checks shall be (i) maintained at all times by NWTC, (ii) provided, upon request to the Facility, and (iii) carried by each NWTC student, faculty or staff member while at the Site. The Caregiver Background Check shall be conducted at NWTC's or the student's cost. Caregiver Background checks completed by NWTC or its students for participation in other instructional programs within three months before the date the student would be assigned to the Program shall be recognized by the Facility and sufficient hereunder. NWTC shall immediately notify the Facility in writing if NWTC determines with reasonable certainty that any NWTC student, faculty or staff member at the Site pursuant to this Agreement may be or becomes subject to a "bar."

4. Student Discipline: Withdrawal. NWTC shall be responsible for maintaining the discipline, demeanor, and academic and professional conduct of students in the Program at the Site. Failure to observe the Facility's or Site's written policies, rules and regulations which have been previously communicated to NWTC (in writing) and its students (in writing or orally) may constitute grounds for termination for a student's clinical or field placement privileges, and NWTC may be requested by the Facility to terminate such student(s). The following may be grounds for student withdrawal from the Site: (i) repeated failure to maintain Caregiver Background Check documentation, (ii) repeated failure to follow Site policies and procedures which have been communicated to the student, (iii) the existence of health conditions which pose a material risk (in the judgment of the Facility medical staff) to Site patients with whom the student may have contact, and (iv) repeated failure to maintain adequate performance in the clinical placement. The foregoing are examples only, and do not limit NWTC's right to terminate student participation at the Site, or the Facility's right to request the same.

5. Student Status. NWTC students participating in clinical rotation or field placement through the Site shall not be deemed employees of the Facility, and shall receive no compensation for services they may provide. NWTC students may from time to time provide economically valuable services, but are engaged exclusively in an educational Program, solely for educational purposes, and the Facility shall not substitute students for, or support regular Site staffing requirements with, students.
6. Resolution of Conflicts in Favor of Patient Care. The Facility may in its sole discretion limit educational access to the Site or any part thereof to any NWTC students who do not meet the Facility's standards generally applicable to its employees for safety, health screening, professional conduct or ethical behavior. The Facility may resolve any conflict involving a student or the Program in favor of the Facility's patients' welfare, and restrict student involvement to observation.

D. OBLIGATIONS OF THE FACILITY.

1. Patient Care. The Facility/Site maintains full responsibility and authority for patient care at all times.
2. Provide Clinical Experiences. The Facility shall provide reasonable access to practical clinical experiences through the Site for the Program students, in a supervised and controlled setting. Facility shall comply with applicable provisions of the Americans with Disabilities Act and the Americans with Disabilities Amendment Act. The clinical experiences shall be substantially related to the Program curriculum described at Exhibit C, and shall supplement and enhance the students' basic classroom instruction. Clinical experiences may include without limitation, access and exposure to (i) sources of relevant information for educational purposes; (ii) the Site's procedure guides, policy manuals and physical facilities (including instrumentation, diagnostic and therapeutic equipment, patient treatment facilities, etc.); (iii) standard clinical references; (iv) the Facility's practicing staff, subject to staff availability; and (v) under appropriate circumstances, patients' records, care plans and references.
3. Educational Support Facilities. Subject to availability, the Facility shall make available for educational purposes, meeting or conference rooms or other appropriate areas where groups of Program students may hold discussions, small group instructional sessions, and shall permit use of such supplies and equipment as are commonly available for patient care at the Site.
4. Facility Staff Involvement. Subject to their availability, and as the Facility and NWTC's faculty and instructional staff assigned to the Program and the Site may agree from time to time, the Facility shall make its staff available to Program students for (i) educational question/answer sessions with students and NWTC faculty, (ii) giving verbal feedback as appropriate regarding student clinical performance, (iii) providing direct supervision of students in conjunction with NWTC faculty, and (iv) providing appropriate clinical experiences for students to gain practical healthcare experiences consistent with the Program curriculum and instructional plans set forth by NWTC.

5. Facility Accreditation. At all times during the term of this Agreement, the Facility shall maintain the highest appropriate professional standards of care, maintain properly licensed and trained (emergency) medical or other clinical staff, maintain the Site as a clinical facility for instruction regarding an accredited Program, and integrate the students where appropriate into the healthcare services being provided by the Facility at the Site.
6. Disclosure of Policies, Rules and Regulations. Prior to student placement through the Site, the Facility shall provide NWTC faculty in charge of the Program with written copies (or precise references to standard clinical references) of, and generally inform NWTC regarding, applicable (i) Facility and Site policies and procedures, (ii) applicable federal, state, and /or local laws and governmental regulations, and (iii) Facility and Site rules and regulations, which in each case may affect the Program students during their clinical placement.
7. Orientation. The Facility shall provide Program students a general orientation, overview, and introduction to the Site, and to the conditions of patients generally treated therein in order to safeguard patient welfare and assist the students in gaining practical skills and confidence.

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1. Term and Termination. This Agreement supersedes all prior Agreements between the parties. The initial term of this Agreement shall be a two year term, commencing on May 1, 2017 and ending on May 1, 2019 This Agreement shall automatically renew for successive terms of two (2) years unless either party shall elect to not renew, and shall serve written notice upon the other party no less than ninety (90) days prior to the end of a term. Either party may terminate this agreement upon a material breach of this Agreement which continues, uncured for a period of thirty (30) days following the non-breaching party's delivery of written notice to the breaching party; provided, however, if that cannot be practically accomplished with such 30 day period and the breaching party has promptly commenced with such 30 day period and diligently pursue cure thereafter, such 30 day period shall be extended for an additional period of up to 30 days. Notwithstanding anything in the Paragraph or the Agreement to the contrary, upon any termination of this Agreement, NWTC shall be permitted to maintain and complete the then effective Program student placements through the applicable current academic term, and the Facility shall cooperate with and permit existing clinical rotations for Program students already placed sufficiently at the Site.
2. Insurance. At all times during the term of this Agreement, each party shall maintain in full force and effect, general and professional liability insurance covering each of its employees and agents against general and professional liability claims. Such coverage shall be in the minimum amount of \$1,000,000 per occurrence. Facility agrees to list NWTC as an additional insured on all policies maintained for this purpose. Upon written request, each party shall

provide the requesting party with documentary proof of insurance coverage, and compliance hereunder.

3. Indemnification.

- (a) Facility shall and hereby does agree to indemnify, defend and hold harmless NWTC, including without limitation its trustees, faculty, administrators, employees, instructors, students, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) Facility's (including without limitation its administrators', medical staffs', employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of Facility's performance hereunder, or (ii) Facility's material breach of any term, condition or provision of this Agreement.
- (b) NWTC shall and hereby does agree to indemnify, defend and hold harmless Facility, including without limitation its officers, administrators, employees, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) NWTC's (including without limitation its administrators', faculty's, employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of NWTC's performance hereunder, or (ii) NWTC's material breach of any term, condition or provision of this Agreement.

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- (b) If a dispute cannot be resolved or settled within 60 days following submission of the dispute to mediation, it shall be settled by arbitration in accordance with the rules of the Commercial Arbitration Rules of the American Arbitration Association then in effect on the date of this Agreement. Any arbitration proceeding held pursuant to this paragraph shall be held in Green Bay, Wisconsin, unless another site is agreed upon by the parties hereto. The arbitration shall be the sole and exclusive forum for resolution of the dispute or controversy, and the award shall be final and binding. The fees and costs of the arbitration shall be borne by the losing party, or as otherwise directed by the arbitrator. Failure to timely pay required arbitration fees, if any, shall constitute default by the non-paying party. The parties shall promptly negotiate in good faith to appoint a single arbitrator who shall be disinterested

in the dispute or controversy and shall have no connection to either party. If the parties are unable to agree on an arbitrator within 10 days of the demand for arbitration or the date the mediation fails, whichever is sooner, they shall each select an arbitrator who shall select a third arbitrator and the third arbitrator shall serve as sole arbitrator of the dispute. The arbitration proceeding shall proceed to a final award within not more than 180 days following submission of the dispute to the arbitrator so selected.

- (c) The arbitrator shall arbitrate the dispute and interpret this contract in accordance with the domestic laws of the State of Wisconsin, without regard to the principles of conflicts of laws there under. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction over the parties hereto. The awards shall be made and shall be payable in United States dollars free from any tax or any other deduction.

5. Force Majeure. No failure or delay in the performance of the obligations of NWTC or Facility under this Agreement shall be deemed a breach of this Agreement or create any liability therefore if the failure or delay in performance is due to any cause or causes beyond the control of the parties, including, without limitation, strikes, work stoppages, accidents, shut down or delay of suppliers, governmental orders, fires, explosions or other acts of God, theft, embargoes, loss or delay in transit, inability to secure transportation facilities or contingencies arising out of or due to national defense activities, war or emergency conditions. In the event of any such failure or delay or other nonperformance on the part of the parties, they shall have the right to cancel or defer performance under this Agreement in their complete discretion without liability, and such cancellation and/or deferral shall not affect the right of the party to recover amounts due hereunder for services provided except that, in all events hereunder the Fee shall be reduced in accordance with the loss of services. This paragraph shall not be construed to extend any cure period set forth in Section E1.

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received in all respects on the date it is personally delivered or one (1) day after being sent by reputable overnight courier or two (2) business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth below or as otherwise designated by such party to the other in writing:

If to NWTC: Northeast Wisconsin Technical College
 Attn: Dean -Health Sciences
 2740 West Mason Street
 P.O. Box 19042
 Green Bay, WI 54307-9042
 Tel.: 920-498-5482

If to Facility: Notices to the Facility shall be given at the address/telephone/facsimile indicated below opposite the parties' signatures.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter herein, and all prior agreements and understandings, whether written or oral, are merged herein and made a part hereof. No amendment, waiver or modification hereof shall be valid or given effect unless in writing, signed by both parties. All Exhibits, Schedules, Annexes or other documents referenced herein shall be incorporated into this Student Placement Agreement as if set forth fully herein.
8. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other.
9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof which shall remain valid and enforceable to the fullest extent permitted by law.
10. Waiver of Breach. The waiver by either party of the breach by the other party of any provisions of this Agreement shall not be deemed a waiver of any subsequent breach.
11. Section Headings. The headings in the Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.
12. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall bind each party hereto at such time as the

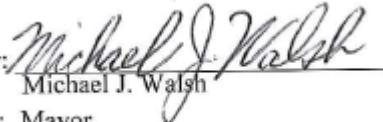
same or a different counterpart has been signed by the other party for whom a signature space is hereafter provided even though both parties shall not have executed the same counterpart. This Agreement may be executed by facsimile. Each of the individuals executing this Agreement on behalf of a party, respectively, represents and warrants to the other that the individual has all power and authority necessary to bind the party hereto.

13. Independent Contractors. The parties are independent contractors, each acting as an independent entity with the ability to direct and control the performance of their respective obligations hereunder, subject to the terms and conditions of this Agreement. Nothing in this Agreement, or in the course of dealing between the parties hereunder, shall be construed to constitute the parties as partners, joint ventures or agents for one another; or as authorizing either party to obligate the other in any manner. Neither party shall represent itself, directly or by implication, to (i) be an employee, agent, partner or joint venture of the other, or (ii) in any manner to have power or authority to create any obligation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Healthcare Student Placement Agreement to be executed as of the day, month and year written above.

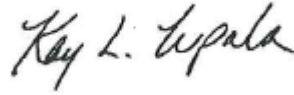
"FACILITY"

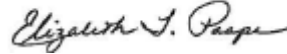
City of De Pere
Attn: Clerk Treasurer
335 S. Broadway
De Pere, WI 54115

By: 
Michael J. Walsh
Its: Mayor

"NWTC"

NORTHEAST WISCONSIN
TECHNICAL COLLEGE

By: 
Kay Tupala, RN, MSN
Dean, Health Sciences

By: 
Elizabeth Paape
Dean, Public Safety

Date: May 1, 2017

Tel.: 920-339-4050

Fax: 920-339-4049

E-mail: dpclerk@mail.de-pere.org

Tel.: 920-498-5482

Fax: 920-491-2660

E-mail: kay.tupala@nwtc.edu

INCORPORATED EXHIBITS TO BE ATTACHED:

- Exhibit A: Program
- Exhibit B: Facility
- Exhibit C: Curriculum Outline/Instructional Materials
- Exhibit D: Principal NWTC and Facility Contacts

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE STUDENT PLACEMENT AGREEMENT

Exhibit A: The NWTC instructional Program(s) subject to this Student Placement Agreement are:

Associate Degree Nursing
Emergency Medical Technician - Basic
Emergency Medical Technician - Intermediate
Paramedic –Emergency Medical Technician

Exhibit B: The address (or other specifically identifying information) regarding the healthcare facility(ies) (clinics, hospitals, nursing homes, etc.) at which Program students will be placed are:

City of De Pere
335 S. Broadway
De Pere, WI 54115

Affiliated Sites:

De Pere Community Center
Contact: Community Center Director
600 Grant St.
De Pere, WI 54115
Phone: 920- 339-4072 ext. 2229

De Pere Fire Department
Contact: Fire Chief
400 Lewis Street
De Pere, WI 54115

Exhibit C: Click below link for program curriculum.

Website Link
<u>Associate Degree Nursing</u>
<u>Central Service Technician Certificate</u>
<u>Certified Medication Assistant</u>
<u>Dental Assistant</u>
<u>Dental Hygiene</u>
<u>Diagnostic Medical Sonography</u>
<u>Electronics</u>
<u>Emergency Medical Technician - Intermediate</u>
<u>Emergency Medical Technician - Basic</u>
<u>Gerontology</u>
<u>Health Care Business Services</u>
<u>Health Information Technology</u>
<u>Medical Assistant</u>
<u>Medical Coding Specialist</u>
<u>Medical Laboratory Technician</u>
<u>Network Specialist - IT</u>
<u>Nursing Assistant</u>
<u>Paramedic</u>
<u>Phlebotomy Certificate</u>
<u>Physical Therapist Assistant</u>
<u>Practical Nursing</u>
<u>Radiography</u>
<u>Respiratory Therapist</u>
<u>Surgical Technologist</u>

Exhibit D:

Principal NWTC contact:

KAY TUPALA, DEAN
920-498-5482

Principal Facility contact:

Name (Please print clearly)

Phone Number

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE/PRECEPTORSHIP STUDENT PLACEMENT AGREEMENT

THIS HEALTHCARE/PRECEPTORSHIP STUDENT PLACEMENT AGREEMENT, is made and entered into as of ~~the February 1, 2013~~ May 1, 2017 (the "Agreement"), by and between the NORTHEAST WISCONSIN TECHNICAL COLLEGE DISTRICT, a Wisconsin statutory technical college district ("NWTC"), and the healthcare/preceptor facility and whose full legal name and principal business address appear below opposite the parties' signatures (the "Facility").

WHEREAS, NWTC is a Wisconsin technical college district engaged in the education and training of students enrolled in allied health and health care-related instructional programs, which programs necessarily rely on and include practical, clinical observation and participation in healthcare and emergency facilities as a material component of the relevant curriculum;

WHEREAS, the Facility recognizes a need for an available workforce of well-trained graduates of allied health, healthcare, and emergency medical service programs who have obtained clinical observation and practical experience within healthcare facilities and emergency services which are actively engaged in delivery of healthcare services;

WHEREAS, NWTC maintains allied health, healthcare, and emergency service programs that include placement of students in a healthcare facilities and emergency service field experiences for purposes of observation and practical experience;

WHEREAS, the Facility maintains and operates certain clinical and emergency medical facilities suitable for and engaged in providing healthcare services which are valuable to NWTC's curriculum, the Facility desires to make such facilities and staff available to NWTC for instructional purposes, and NWTC desires to place its students with the facilities to be provided by the Facility and the Emergency Services Department on the terms and conditions set forth herein, as well as provide opportunities for occasional occupational competency training for the faculty of NWTC.

NOW, THEREFORE, in consideration of the agreements and covenants made herein, and other good and valuable consideration which the parties deem sufficient, NWTC and the Facility agree as follows:

A. INTRODUCTION

1. NWTC Instructional Program. This Student Placement Agreement shall apply to, and govern the placement of, those NWTC students enrolled in, and seeking clinical and ambulance placements regarding, the instructional program designated in attached Exhibit A (the "Program").

2. The Facility. With regard to the Program, the Facility shall make its hospital, clinic, or other healthcare facility(ies), or emergency medical services identified in attached **Exhibit B** (the "Site") available to NWTC for the education, training and temporary clinical placement of Program students.
3. The Clinical Rotation. The clinical rotation of NWTC students through the Site and the implementation of a clinical and field placement curriculum regarding the Program generally shall be conducted pursuant to the written Program plan and curriculum documents attached as **Exhibit C.**
4. Program Contacts. The principal contact for NWTC regarding the Program students placed at the site hereunder and the principal contact for the Facility and the Department regarding the students placed at the site hereunder are designated on attached. **Exhibit D.**

B. OBLIGATIONS OF NWTC.

1. Compliance With Accreditation Standards. NWTC shall be solely responsible for developing, offering and implementing an educational curriculum in the Program, which shall be approved by the Wisconsin Technical College System Board and shall provide basic required classroom and clinical instruction consistent with (i) the standards of all applicable professional accrediting bodies and (ii) applicable federal, state and/or local laws and regulations.
2. Basic Classroom and Clinical Instruction. All Program students placed at the Site shall first have satisfactorily completed all prerequisite classroom instruction. NWTC shall develop and implement the Program students' curriculum in its sole discretion, and shall have exclusive responsibility for developing the Program objectives, admitting (or rejecting) qualified students to the Program, providing instructional faculty, scheduling and monitoring clinical rotations by students, maintaining all permanent student records, assessing student performance and grading, and generally providing basic Program oversight and management.
3. NWTC Faculty and Staff. NWTC shall provide at the Site, such faculty, adjunct faculty, instructional staff and/or supervisory personnel as the Facility and NWTC may agree upon from time to time. Faculty who are participating with approval of the Facility in occupational competency training at the Site shall be subject to the provisions in Paragraph C. 1. HIPAA and ADA/ADAA Compliance, E.2. Insurance, and E.3. Indemnification.

C. OBLIGATIONS OF NWTC REGARDING PROGRAM STUDENTS.

1. HIPAA and ADA/ADAA Compliance
NWTC and the Facility agree that the conduct of NWTC instructors/students, when instructors/students are placed with the Facility and engaged in the performance of duties for the Facility, is under the direct control of the Facility, and these instructors/students are members of the Facility's workforce for HIPAA purposes, as defined in 45 C.F.R. § 160.103, under these circumstances. NWTC shall comply with applicable provisions of the Americans with Disabilities Act and the American with Disabilities Amendment Act. NWTC instructors/students will comply with all Facility policies, procedures, laws, and regulations which have been communicated to the instructor/student.

2. Student Health Screening. Prior to assigning any Program student to a clinical or field placement at the Site, NWTC shall determine that such students have been tested and passed all necessary health screening measures reasonably required by the Facility, consistent with the Facility's own health screening requirements of its own staff and employees, according to information provided to NWTC by the Facility. Program students shall have received all vaccinations, immunizations and/or other preventative measures reasonably required by the Facility, or under applicable law.

3. Caregiver Background Checks. Prior to assigning any Program student or Program instructional staff to a clinical or field placement at the Site (involving patient contact or which requires a "Caregiver Background Check" under Wisconsin law, including Wis. Admin. Code Chapter HFS 12), NWTC, itself or by a contractor or agent hired by it shall perform a Caregiver Background Check which shall include (i) obtaining a completed State of Wisconsin "Background Information Disclosure" form and (ii) conducting Criminal Records Check. If such background check indicates a criminal conviction or pending criminal charges constituting a "permanent bar" or "bar pending rehabilitation," NWTC shall not place such student, faculty and/or staff member subject to bar at the Site. If the background check reveals a conviction or pending charges of a crime which is not a "permanent bar" or "bar pending rehabilitation," NWTC shall inform the Facility thereof, which shall determine in its sole discretion whether the conviction or pending charges(s) are substantially related to the care of the Facility's patients or clients. Written records regarding Caregiver Background checks shall be (i) maintained at all times by NWTC, (ii) provided, upon request to the Facility, and (iii) carried by each NWTC student, faculty or staff member while at the Site. The Caregiver Background Check shall be conducted at NWTC's or the student's cost. Caregiver Background checks completed by NWTC or its students for participation in other instructional programs within three months before the date the student would be assigned to the Program shall be recognized by the Facility and sufficient hereunder. NWTC shall immediately notify the Facility in writing if NWTC determines with reasonable certainty that any NWTC student, faculty or staff member at the Site pursuant to this Agreement may be or becomes subject to a "bar."

4. Student Discipline: Withdrawal. NWTC shall be responsible for maintaining the discipline, demeanor, and academic and professional conduct of students in the Program at the Site. Failure to observe the Facility's or Site's written policies, rules and regulations which have been previously communicated to NWTC (in writing) and its students (in writing or orally) may constitute grounds for termination for a student's clinical or field placement privileges, and NWTC may be requested by the Facility to terminate such student(s). The following may be grounds for student withdrawal from the Site: (i) repeated failure to maintain Caregiver Background Check documentation, (ii) repeated failure to follow Site policies and procedures which have been communicated to the student, (iii) the existence of health conditions which pose a material risk (in the judgment of the Facility medical staff) to Site patients with whom the student may have contact, and (iv) repeated failure to maintain adequate performance in the clinical placement. The foregoing are examples only, and do not limit NWTC's right to terminate student participation at the Site, or the Facility's right to request the same.

5. Student Status. NWTC students participating in clinical rotation or field placement through ~~at~~ the Site shall not be deemed employees of the Facility, and shall receive no compensation for services they may provide. NWTC students may from time to time provide economically valuable services, but are engaged exclusively in an educational Program, solely for educational purposes, and the Facility shall not substitute students for, or support regular Site staffing requirements with, students.
6. Resolution of Conflicts in Favor of Patient Care. The Facility may in its sole discretion limit educational access to the Site or any part thereof to any NWTC students who do not meet the Facility's standards generally applicable to its employees for safety, health screening, professional conduct or ethical behavior. The Facility may resolve any conflict involving a student or the Program in favor of the Facility's patients' welfare, and restrict student involvement to observation.

D. OBLIGATIONS OF THE FACILITY.

1. Patient Care. The Facility/Site maintains full responsibility and authority for patient care at all times.
2. Provide Clinical Experiences. The Facility shall provide reasonable access to practical clinical experiences at-through the Site for the Program students, in a supervised and controlled setting. Facility shall comply with applicable provisions of the Americans with Disabilities Act and the Americans with Disabilities Amendment Act. The clinical experiences shall be substantially related to the Program curriculum described at Exhibit C, and shall supplement and enhance the students' basic classroom instruction. Clinical experiences may include without limitation, access and exposure to (i) sources of relevant information for educational purposes; (ii) the Site's procedure guides, policy manuals and physical facilities (including instrumentation, diagnostic and therapeutic equipment, patient treatment facilities, etc.); (iii) standard clinical references; (iv) the Facility's practicing staff, subject to staff availability; and (v) under appropriate circumstances, patients' records, care plans and references.
3. Educational Support Facilities. Subject to availability, the Facility shall make available for educational purposes, meeting or conference rooms or other appropriate areas where groups of Program students may hold discussions, small group instructional sessions, and shall permit use of such supplies and equipment as are commonly available for patient care at the Site.
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- (b) If a dispute cannot be resolved or settled within 60 days following submission of the dispute to mediation, it shall be settled by arbitration in accordance with the rules of the Commercial Arbitration Rules of the American Arbitration Association then in effect on the date of this Agreement. Any arbitration proceeding held pursuant to this paragraph shall be held in Green Bay, Wisconsin, unless another site is agreed upon by the parties hereto. The arbitration shall be the sole and exclusive forum for resolution of the dispute or controversy, and the award shall be final and binding. The fees and costs of the arbitration shall be borne by the losing party, or as otherwise directed by the arbitrator. Failure to timely pay required arbitration fees, if any, shall constitute default by the non-paying party. The parties shall promptly negotiate in good faith to appoint a single arbitrator who shall be disinterested

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8. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other.
9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof which shall remain valid and enforceable to the fullest extent permitted by law.
10. Waiver of Breach. The waiver by either party of the breach by the other party of any provisions of this Agreement shall not be deemed a waiver of any subsequent breach.
11. Section Headings. The headings in the Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.
12. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall bind each party hereto at such time as the

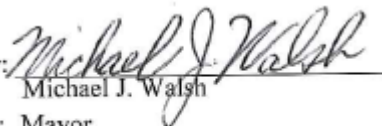
same or a different counterpart has been signed by the other party for whom a signature space is hereafter provided even though both parties shall not have executed the same counterpart. This Agreement may be executed by facsimile. Each of the individuals executing this Agreement on behalf of a party, respectively, represents and warrants to the other that the individual has all power and authority necessary to bind the party hereto.

13. Independent Contractors. The parties are independent contractors, each acting as an independent entity with the ability to direct and control the performance of their respective obligations hereunder, subject to the terms and conditions of this Agreement. Nothing in this Agreement, or in the course of dealing between the parties hereunder, shall be construed to constitute the parties as partners, joint ventures or agents for one another; or as authorizing either party to obligate the other in any manner. Neither party shall represent itself, directly or by implication, to (i) be an employee, agent, partner or joint venture of the other, or (ii) in any manner to have power or authority to create any obligation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Healthcare Student Placement Agreement to be executed as of the day, month and year written above.

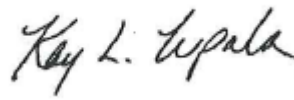
"FACILITY"

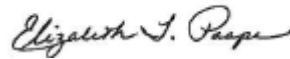
City of De Pere
Attn: Clerk Treasurer
335 S. Broadway
De Pere, WI 54115

By: 
Michael J. Walsh
Its: Mayor

"NWTC"

NORTHEAST WISCONSIN
TECHNICAL COLLEGE

By: 
Kay Tupala, RN, MSN
Dean, Health Sciences

By: 
Elizabeth Paape
Dean, Public Safety

Date: ~~February 1, 2013~~ May 1, 2017

Tel.: 920-339-408550

Fax: 920-339-4049

E-mail: dpclerk@mail.de-pere.org
~~jschmidt-lehman@mail.de-pere.org~~

Tel.: 920-498-5482

Fax: 920-491-2660

E-mail: kay.tupala@nwtc.edu

INCORPORATED EXHIBITS TO BE ATTACHED:

- Exhibit A: Program
- Exhibit B: Facility
- Exhibit C: Curriculum Outline/Instructional Materials
- Exhibit D: Principal NWTC and Facility Contacts

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE STUDENT PLACEMENT AGREEMENT

Exhibit A: The NWTC instructional Program(s) subject to this Student Placement Agreement are:

Associate Degree Nursing
Emergency Medical Technician - Basic
Emergency Medical Technician - Intermediate
Paramedic –Emergency Medical Technician

Exhibit B: The address (or other specifically identifying information) regarding the healthcare facility(ies) (clinics, hospitals, nursing homes, etc.) at which Program students will be placed are:

City of De Pere
335 S. Broadway
De Pere, WI 54115

Affiliated Sites:

De Pere Community Center
Contact: Community Center Director
600 Grant St.
De Pere, WI 54115
Phone: 920- 339-4072 ext. 2229

De Pere Fire Department
Contact: Fire Chief
400 Lewis Street
De Pere, WI 54115

Exhibit C: Click below link for program curriculum.

Website Link
<u>Associate Degree Nursing</u>
<u>Central Service Technician Certificate</u>
<u>Certified Medication Assistant</u>
<u>Dental Assistant</u>
<u>Dental Hygiene</u>
<u>Diagnostic Medical Sonography</u>
<u>Electronics</u>
<u>Emergency Medical Technician - Intermediate</u>
<u>Emergency Medical Technician - Basic</u>
<u>Gerontology</u>
<u>Health Care Business Services</u>
<u>Health Information Technology</u>
<u>Medical Assistant</u>
<u>Medical Coding Specialist</u>
<u>Medical Laboratory Technician</u>
<u>Network Specialist - IT</u>
<u>Nursing Assistant</u>
<u>Paramedic</u>
<u>Phlebotomy Certificate</u>
<u>Physical Therapist Assistant</u>
<u>Practical Nursing</u>
<u>Radiography</u>
<u>Respiratory Therapist</u>
<u>Surgical Technologist</u>

Exhibit D:

Principal NWTC contact:

KAY TUPALA, DEAN
920-498-5482

Principal Facility contact:

Name (Please print clearly)

Phone Number

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 2, 2017

DEPARTMENT: Common Council

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #17-36, Authorizing Northeast Wisconsin Technical College Fire Science Internship Agreement

ATTACHMENTS:

- Mayor CC- NWTC student placement agreements 2017 (DOCX)
- DePereStudentFirePlacementAgreement NWTC Draft (DOCX)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
Alan Matzke, Fire Chief
RE: Student Placement/Internship Agreements with NWTC
Date: May 2, 2017

As you will recall, the Council tabled consideration of an updated Student Placement Agreement with NWTC at its April 18, 2017 meeting in order for language change matters to be addressed by the parties. On Friday April 28, 2017, we received NWTC's requested changes in the form of two agreements; the first involving minor language updates to the existing 2013 Healthcare Student Placement Agreement and the second involving a new agreement for Fire Science Internships. Therefore, each proposed agreement is on the Council separately and outlined below for your consideration.

1. Resolution 17-30: this Resolution would authorize the minor language changes to the existing Student Healthcare Placement Agreement. Approval of this Agreement as revised is recommended.
2. Resolution 17-36: this Resolution would authorize entry into an agreement for fire science internships with the city fire rescue department. However, the Agreement proposed by NWTC is very different than reviewed by the Finance/Personnel Committee (which Agreement mirrored the format of the Healthcare Placement Agreement.) Substantive changes to this Agreement will be necessary before staff can recommend approval to the Council; however given the timing of the receipt of the proposed agreement, we have not been able to negotiate those with NWTC. It is our hope that we will be able to provide you with a revised Internship Agreement at the May 2, 2017 council meeting.

If you have any questions regarding these matters prior to the May 2 meeting, feel free to call Al at 339-4085 or Judy at 339-4042.

NORTHEAST WISCONSIN TECHNICAL COLLEGE FIRE SCIENCE INTERNSHIP AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 1 day of May 2017, by and between NORTHEAST WISCONSIN TECHNICAL COLLEGE (hereinafter NWTC) and DE PERE FIRE and RESCUE DEPARTMENT (hereinafter "DPFR").

WHEREAS, NWTC students wish to apply concepts and skills acquired in the classroom to work situations; acquire job related competencies not available within the school environment; gain work experience through the relationship and responsibilities encountered during internship; and

WHEREAS, the DPFR wishes to provide the NWTC student interns job related skills and competencies in work situations normally encountered by DPFR firefighters; and

NOW, THEREFORE, in consideration of the mutual promises and other goods and valuable consideration exchanged herein, IT IS AGREED AS FOLLOWS:

Prospective interns shall meet the following qualifications:

Must be fire science students in good standing at NWTC.

Hold a current State of Wisconsin Firefighter I Certification.

Meet all physical requirements specified by the DPFR and be willing to take a physical examination paid for by the student. The physicians report must be submitted to the Chief of the DPFR before taking part in the intern program.

Must successfully complete a fitness assessment test offered through NWTC.

Must attend an orientation session conducted by the DPFR prior to the start of the internship.

Must complete a City of De Pere Employment Application Form.

Must have a satisfactory criminal background check and a credit check conducted by the City of De Pere Human Resources Department prior to beginning the internship.

Prospective interns agree to fulfill the following obligations:

The student will work the standard shift of the DPFR. The student shall be released from the internship obligation to participate in a department hiring process. Students will be allowed to leave the internship site to attend NWTC class(es) and must return immediately. Due to college policies, students will be given the following days off: Labor Day, Thanksgiving Thursday - Sunday, one week in March referred to as Spring Break, and the July 4th recess. Students may choose to attend these days with permission from the DPFR.

- The student must complete one project assigned by the Training Officer or Intern Advisor of the DPFR that will benefit the department.
- The student must notify their immediate officer of any absences before they occur.
- The student will participate under the direction of the DPFR Fire Chief and other designated officers of the agency, and in conjunction with the NWTC Internship Coordinator.
- The student will perform all firefighting duties and responsibilities as required by and under the supervision of the DPFR.
- The student will attend all training sessions as scheduled as long as they do not interfere with NWTC classes.
- The student will abide by all rules, regulations and procedures established by the DPFR and NWTC.
- The student will be considered an additional person and is not to be used to replace a regular firefighter, nor will the student infringe upon the rights of the firefighters.
- The student will notify the DPFR of illness, absence and/or tardiness.
- The student will conform to all regulations of the internship site.
- The student will fulfill all course requirements for the internship and maintain passing grades in all courses taken concurrently with the work experience.
- The student will hold DPFR information as well as emergency incident information in strict confidence and be aware that possible legal and academic ramifications could ensue as a result of a breach of this confidentiality agreement.
- The student will discuss concerns/problems with the internship coordinator and agency supervisor.
- The student will keep an accurate record of participating hours and other necessary records.
- The student will accept the evaluation by the DPFR and agree to work on areas where improvement is needed.
- The student will not sever internship affiliation with the DPFR without first securing the approval from the NWTC Internship coordinator.
- The student understands that he or she can be removed from the internship site if

the DPFR observes unsatisfactory attitude or performance.

The student understands that he or she can be removed from the internship site because of conduct that might bring the Fire Protection Technician program or DPFR in disrepute or the internship site in jeopardy or violates NWTC student code or policy.

The student will disclose any and all legal interaction with law enforcement to the Fire Science Internship Advisor or Public Safety Associate Dean within twenty-four (24) hours of the encounter. Failure to do so will result in an immediate removal from the internship site.

DPFR agrees to provide the following:

A bed for the intern to use while on duty together with bedding and towels per the DPFR policies.

A locker for personal articles and clothing.

Work uniforms as well as firefighting turnout gear which remains the property of the DPFR.

Parking for private vehicle.

Copy of the departmental policies and procedure which will remain the property of the DPFR.

Provide learning experiences which will contribute to, and be consistent with the student's career objectives.

Identify work activities which the DPFR can provide to the student.

Evaluate the student's performance and work attitude.

DPFR understands a student can be removed from the internship site if the DPFR observes unsatisfactory attitude or performance.

Designate a DPFR representative to supervise the student and will:

Counsel the student as needed.

Answer questions and be accessible to the student for assistance.

Meet with the internship coordinator as needed.

Notify the Fire Science Internship Coordinator, Paul Breitenfeldt, (920) 498-5453, or the Public Safety Associate Dean, John Flannery (920) 498-6262 of any problems about the program,

student, or other matters of concern.
Contact the internship coordinator prior to severing relationship with the student.

The NWTC Internship Coordinator agrees to:

Assist the DPFR with training problems pertaining to the student's function and relationship.

Hear complaints from all parties and make recommendations for reaching a suitable solution to problems.

Make periodic contact to consult with DPFR.

Provide necessary forms, guidelines and information to all cooperating parties.

Conduct evaluations of the student job performance. This will be a mutual effort between the NWTC Internship Coordinator and the DPFR.

The DPFR further agrees that it shall maintain a safe working environment for the student; and

NWTC further agrees that it is responsible to the extent of its liability for student injury occasioned by the instructional process in the internship site to the same extent as in the classroom or practical setting at NWTC. If a student is injured and NWTC is found negligent, NWTC is liable, subject to applicable law. Nothing herein is intended to waive any liability limitations or immunities applicable to DPFR or NWTC under existing law.

The student further agrees that he/she knows and understands the dangers and risks associated with emergency incidents and activities that surround a fire department and the activities conducted by a fire department. The student understands that participation in this internship is part of the educational process with NWTC and not a requirement of the DPFR. The student further understands that he/she is not an employee, independent contractor or agent of the City of De Pere or DPFR. The student, on behalf of his or her family, heirs and personal representative(s), agrees to assume all risk and responsibilities surrounding his or her participation in an internship and release and forever discharge, waiver and covenant not to sue, the DPFR or NWTC against any and all liability for any harm, injury, damage, claims, demands, actions, cause of action, costs and expenses of any nature whatsoever which the student may have or which may hereafter accrue out of or related to participating in the internship regardless of whether DPFR and/or NWTC negligence contributed to the harm, injury, damage or claim.

The student further understands that no medical coverage or disability coverage is provided by NWTC or DPFR. Students are advised to have medical coverage. Health insurance is encouraged and is at the student's expense.

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

NORTHEAST WISCONSIN TECHNICAL COLLEGE

By: _____
Paul Breitenfeldt, Fire Science Program Instructor

_____ Date

DEPERE FIRE and RESCUE DEPARTMENT

By: _____
Alan Matzke, Fire Chief

_____ Date

STUDENT INTERN

By: _____

_____ Date

Printed Full Name: _____

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

MEETING DATE: May 2, 2017
DEPARTMENT: Common Council
FROM: Lisa Renier
SUBJECT: Appointment to Board of Appeals by Mayor Walsh.

ATTACHMENTS:

- Appointment Letter - April 28, 2017 (DOC)

Memo**City of De Pere**

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment and Re-Appointments
Date: April 28, 2017

I am submitting the following names for appointment/re-appointments at the May 2, 2017 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Commission

Board of Appeals

Appointment/Re-Appointments

Andy Van Remortal/Appointment

Attachment: Appointment Letter - April 28, 2017 (5763 : Appointment to Board of Appeals by Mayor Walsh.)

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

MEETING DATE: May 2, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Carey Danen
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 5-2-17 VOUCHERS (PDF)

PACKET: 05520 MAY 2017 COUNCIL - 1 5-2-17

VENDOR SET: 01

BANK : AP ASSOCIATED

12.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0001	A1 ELEVATOR CORP							
	I-11169	A1 ELEVATOR CORP	R	5/02/2017		127.50CR	081836	
	I-11170	A1 ELEVATOR CORP	R	5/02/2017		162.00CR	081836	289.50
7262	ADVANTAGE POLICE SUPPLY INC.							
	I-17-0328	ADVANTAGE POLICE SUPPLY INC.	R	5/02/2017		2,645.80CR	081837	2,645.80
0302	AIRGAS USA LLC							
	I-9942019532	AIRGAS USA LLC	R	5/02/2017		323.69CR	081838	
	I-9942019533	AIRGAS USA LLC	R	5/02/2017		97.00CR	081838	
	I-9943468494	AIRGAS USA LLC	R	5/02/2017		333.87CR	081838	
	I-9943468495	AIRGAS USA LLC	R	5/02/2017		315.32CR	081838	1,069.88
0007	AMBROSIUS SALES & SERVICE							
	I-110936	AMBROSIUS SALES & SERVICE	R	5/02/2017		40.02CR	081839	
	I-111165	AMBROSIUS SALES & SERVICE	R	5/02/2017		235.91CR	081839	275.93
1380	AUTOHOE II INC							
	I-15747	AUTOHOE II INC	R	5/02/2017		110.59CR	081840	110.59
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-94952	BADGER MAILING & SHIPPING SYST	R	5/02/2017		163.88CR	081841	163.88
0020	BADGERLAND PRINTING INC							
	I-29260	BADGERLAND PRINTING INC	R	5/02/2017		66.00CR	081842	
	I-29352	BADGERLAND PRINTING INC	R	5/02/2017		66.00CR	081842	
	I-29411	BADGERLAND PRINTING INC	R	5/02/2017		132.00CR	081842	
	I-29413	BADGERLAND PRINTING INC	R	5/02/2017		46.25CR	081842	
	I-29450	BADGERLAND PRINTING INC	R	5/02/2017		91.80CR	081842	
	I-29476	BADGERLAND PRINTING INC	R	5/02/2017		124.00CR	081842	526.05
0023	BATTERIES PLUS LLC							
	I-501-511952	BATTERIES PLUS LLC	R	5/02/2017		248.75CR	081843	
	I-501-516763	BATTERIES PLUS LLC	R	5/02/2017		19.95CR	081843	
	I-501-517291	BATTERIES PLUS LLC	R	5/02/2017		17.59CR	081843	286.29
0027	BAY TOWEL INC							
	I-2368995	BAY TOWEL INC	R	5/02/2017		56.11CR	081844	
	I-2373165	BAY TOWEL INC	R	5/02/2017		40.55CR	081844	
	I-2373166	BAY TOWEL INC	R	5/02/2017		90.79CR	081844	
	I-2377316	BAY TOWEL INC	R	5/02/2017		40.55CR	081844	
	I-2377317	BAY TOWEL INC	R	5/02/2017		90.79CR	081844	
	I-2379739	BAY TOWEL INC	R	5/02/2017		75.03CR	081844	393.82

Attachment: 5-2-17 VOUCHERS (5775 : Voucher Approval.)

PACKET: 05520 MAY 2017 COUNCIL - 1 5-2-17

VENDOR SET: 01

BANK : AP ASSOCIATED

12.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0025	BAYCOM INC							
	I-SRVCE00000007097	BAYCOM INC	R	5/02/2017		813.76CR	081845	813.76
0038	BROADWAY AUTOMOTIVE INC							
	I-375457P	BROADWAY AUTOMOTIVE INC	R	5/02/2017		130.88CR	081846	
	I-846816P	BROADWAY AUTOMOTIVE INC	R	5/02/2017		13.34CR	081846	
	I-847153	BROADWAY AUTOMOTIVE INC	R	5/02/2017		10,854.29CR	081846	
	I-848360P	BROADWAY AUTOMOTIVE INC	R	5/02/2017		40.24CR	081846	
	I-853013	BROADWAY AUTOMOTIVE INC	R	5/02/2017		1,375.44CR	081846	12,414.19
0039	BROOKS TRACTOR INC							
	I-D54497	BROOKS TRACTOR INC	R	5/02/2017		1,807.83CR	081847	
	I-D54498	BROOKS TRACTOR INC	R	5/02/2017		182.89CR	081847	1,990.72
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-33791	BROWN COUNTY PORT SOLID WASTE	R	5/02/2017		16,273.86CR	081848	16,273.86
0115	CARQUEST AUTO PARTS LLC							
	I-6339-238981	CARQUEST AUTO PARTS LLC	R	5/02/2017		51.10CR	081849	51.10
0536	CDW GOVERNMENT INC							
	I-HLH5747	CDW GOVERNMENT INC	R	5/02/2017		75.81CR	081850	
	I-HLL2909	CDW GOVERNMENT INC	R	5/02/2017		6.59CR	081850	82.40
1812	CITY OF DE PERE							
	I-20170413DANCE	CITY OF DE PERE	R	5/02/2017		545.19CR	081851	545.19
0217	COUNTRY VISIONS COOPERATIVE							
	I-2564	COUNTRY VISIONS COOPERATIVE	R	5/02/2017		14.30CR	081852	
	I-3532	COUNTRY VISIONS COOPERATIVE	R	5/02/2017		91.00CR	081852	
	I-4811	COUNTRY VISIONS COOPERATIVE	R	5/02/2017		23.09CR	081852	128.39
6700	DARLEY CO							
	I-17282467	DARLEY CO	R	5/02/2017		98.66CR	081853	98.66
6946	DEAN ENTERPRISES LLC							
	I-F-53118	DEAN ENTERPRISES LLC	R	5/02/2017		135.00CR	081854	135.00
0079	DORSCH CORP							
	I-35235	DORSCH CORP	R	5/02/2017		353.34CR	081855	
	I-74606	DORSCH CORP	R	5/02/2017		226.72CR	081855	580.06

Attachment: 5-2-17 VOUCHERS (5775 : Voucher Approval.)

PACKET: 05520 MAY 2017 COUNCIL - 1 5-2-17

VENDOR SET: 01

BANK : AP ASSOCIATED

12.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
4274	ELITE GROUP, THE							
	I-274539	ELITE GROUP, THE	R	5/02/2017		53.63CR	081856	53.63
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1898327	EMERGENCY MEDICAL PRODUCTS INC	R	5/02/2017		170.00CR	081857	
	I-1898456	EMERGENCY MEDICAL PRODUCTS INC	R	5/02/2017		154.55CR	081857	324.55
7451	FACILITIES MANAGEMENT EXPRESS LLC							
	I-3195	FACILITIES MANAGEMENT EXPRESS	R	5/02/2017		3,000.00CR	081858	3,000.00
7569	FLEET SAFETY EQUIPMENT INC							
	I-159532	FLEET SAFETY EQUIPMENT INC	R	5/02/2017		41,869.46CR	081859	41,869.46
7553	GLENN'S 24 HR TOWING							
	I-72724	GLENN'S 24 HR TOWING	R	5/02/2017		75.00CR	081860	75.00
6923	GORDON FLESCH COMPANY INC.							
	I-IN11871836	GORDON FLESCH COMPANY INC.	R	5/02/2017		129.00CR	081861	129.00
0116	GRAINGER INC							
	C-9936226290	GRAINGER INC	R	5/02/2017		282.80	081862	
	I-9258209213	GRAINGER INC	R	5/02/2017		189.00CR	081862	
	I-9399507038B	GRAINGER INC	R	5/02/2017		32.47CR	081862	
	I-9400180858B	GRAINGER INC	R	5/02/2017		246.80CR	081862	
	I-9415399006	GRAINGER INC	R	5/02/2017		35.27CR	081862	220.74
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-990208744	GRAYBAR ELECTRIC COMPANY INC	R	5/02/2017		125.00CR	081863	125.00
0124	GREEN BAY CITY TREASURER							
	I-109080	GREEN BAY CITY TREASURER	R	5/02/2017		208.11CR	081864	208.11
4902	HALRON LUBRICANTS INC							
	C-916812-00	HALRON LUBRICANTS INC	R	5/02/2017		40.00	081865	
	I-913959-00	HALRON LUBRICANTS INC	R	5/02/2017		67.90CR	081865	
	I-913959-01	HALRON LUBRICANTS INC	R	5/02/2017		1,269.85CR	081865	
	I-916434-00	HALRON LUBRICANTS INC	R	5/02/2017		1,515.52CR	081865	2,813.27
0446	HAWKINS INC							
	I-4021810 RI	HAWKINS INC	R	5/02/2017		1,122.10CR	081866	1,122.10
3521	HD SUPPLY WATERWORKS LTD							
	I-G978044	HD SUPPLY WATERWORKS LTD	R	5/02/2017		525.00CR	081867	
	I-G982131	HD SUPPLY WATERWORKS LTD	R	5/02/2017		72.00CR	081867	
	I-H009953	HD SUPPLY WATERWORKS LTD	R	5/02/2017		264.96CR	081867	
	I-H042666	HD SUPPLY WATERWORKS LTD	R	5/02/2017		413.00CR	081867	
	I-H042697	HD SUPPLY WATERWORKS LTD	R	5/02/2017		200.00CR	081867	1,474.96

Attachment: 5-2-17 VOUCHERS (5775 : Voucher Approval.)

PACKET: 05520 MAY 2017 COUNCIL - 1 5-2-17

12.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1538	VILLAGE OF HOBART							
	I-201704267073	VILLAGE OF HOBART	R	5/02/2017		400.00CR	081868	
	I-201704267074	VILLAGE OF HOBART	R	5/02/2017		400.00CR	081868	800.00
5484	HYDROCORP INC							
	I-42443-IN	HYDROCORP INC	R	5/02/2017		589.00CR	081869	589.00
1399	INDOFF INC							
	I-2930681	INDOFF INC	R	5/02/2017		282.31CR	081870	
	I-2942776	INDOFF INC	R	5/02/2017		162.94CR	081870	
	I-2944437	INDOFF INC	R	5/02/2017		59.85CR	081870	
	I-2945027	INDOFF INC	R	5/02/2017		59.98CR	081870	
	I-2946605	INDOFF INC	R	5/02/2017		49.90CR	081870	614.98
0565	INTOXIMETERS							
	I-561180	INTOXIMETERS	R	5/02/2017		110.00CR	081871	110.00
2602	JOSSART BROTHERS INC							
	I-304	JOSSART BROTHERS INC	R	5/02/2017		9,544.63CR	081872	9,544.63
1276	JX ENTERPRISES INC							
	I-D-270260081	JX ENTERPRISES INC	R	5/02/2017		31.11CR	081873	
	I-D-270740052	JX ENTERPRISES INC	R	5/02/2017		1,071.26CR	081873	
	I-D-270960064	JX ENTERPRISES INC	R	5/02/2017		23.87CR	081873	
	I-D-270970006	JX ENTERPRISES INC	R	5/02/2017		39.77CR	081873	
	I-D-271010092	JX ENTERPRISES INC	R	5/02/2017		220.00CR	081873	
	I-D-271010117	JX ENTERPRISES INC	R	5/02/2017		40.00CR	081873	
	I-D-271020027	JX ENTERPRISES INC	R	5/02/2017		19.28CR	081873	
	I-D-271020099	JX ENTERPRISES INC	R	5/02/2017		224.15CR	081873	
	I-D-271030063	JX ENTERPRISES INC	R	5/02/2017		3.33CR	081873	
	I-D-271090008	JX ENTERPRISES INC	R	5/02/2017		9.72CR	081873	1,682.49
1	KADLETZ, JOHN							
	I-201704267075	ROOM CANCEL	R	5/02/2017		40.00CR	081874	40.00
0157	LEAGUE OF WI MUNICIPALITIES							
	I-77123	LEAGUE OF WI MUNICIPALITIES	R	5/02/2017		70.00CR	081875	70.00
7446	MACQUEEN EQUIPMENT GROUP							
	I-P05600	MACQUEEN EQUIPMENT GROUP	R	5/02/2017		144.02CR	081876	144.02
6198	MAILFINANCE							
	I-H6509055	MAILFINANCE	R	5/02/2017		300.00CR	081877	
	I-N6477402	MAILFINANCE	R	5/02/2017		314.73CR	081877	614.73

Attachment: 5-2-17 VOUCHERS (5775 : Voucher Approval.)

PACKET: 05520 MAY 2017 COUNCIL - 1 5-2-17

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK	CHECK				CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT	
7048	MENARDS - GREEN BAY EAST								
	I-4521	MENARDS - GREEN BAY EAST	R	5/02/2017		48.59CR	081878		
	I-4557	MENARDS - GREEN BAY EAST	R	5/02/2017		32.99CR	081878		
	I-4663	MENARDS - GREEN BAY EAST	R	5/02/2017		31.98CR	081878		
	I-4804	MENARDS - GREEN BAY EAST	R	5/02/2017		256.06CR	081878		
	I-4872	MENARDS - GREEN BAY EAST	R	5/02/2017		149.24CR	081878		
	I-5192	MENARDS - GREEN BAY EAST	R	5/02/2017		51.75CR	081878		
	I-5199	MENARDS - GREEN BAY EAST	R	5/02/2017		122.82CR	081878		
	I-5267	MENARDS - GREEN BAY EAST	R	5/02/2017		47.98CR	081878	741.41	
0173	MENARDS INC								
	C-2282	MENARDS INC	R	5/02/2017		188.00	081879		
	C-3190	MENARDS INC	R	5/02/2017		24.68	081879		
	I-2258	MENARDS INC	R	5/02/2017		265.99CR	081879		
	I-2286	MENARDS INC	R	5/02/2017		142.94CR	081879		
	I-2546	MENARDS INC	R	5/02/2017		622.70CR	081879		
	I-2899	MENARDS INC	R	5/02/2017		58.85CR	081879		
	I-3173	MENARDS INC	R	5/02/2017		181.21CR	081879		
	I-3335	MENARDS INC	R	5/02/2017		49.94CR	081879		
	I-3538	MENARDS INC	R	5/02/2017		52.10CR	081879		
	I-3617	MENARDS INC	R	5/02/2017		69.15CR	081879		
	I-4018	MENARDS INC	R	5/02/2017		69.39CR	081879		
	I-4743	MENARDS INC	R	5/02/2017		104.00CR	081879	1,403.59	
3191	NIELSON COMMUNICATIONS INC								
	I-AR10639	NIELSON COMMUNICATIONS INC	R	5/02/2017		239.00CR	081880		
	I-AT11131	NIELSON COMMUNICATIONS INC	R	5/02/2017		49.90CR	081880	288.90	
0531	NORTHEAST AUTO PARTS INC								
	I-320129	NORTHEAST AUTO PARTS INC	R	5/02/2017		105.96CR	081881		
	I-320168	NORTHEAST AUTO PARTS INC	R	5/02/2017		2.79CR	081881		
	I-320170	NORTHEAST AUTO PARTS INC	R	5/02/2017		29.94CR	081881		
	I-320203	NORTHEAST AUTO PARTS INC	R	5/02/2017		56.62CR	081881		
	I-320204	NORTHEAST AUTO PARTS INC	R	5/02/2017		37.71CR	081881		
	I-320221	NORTHEAST AUTO PARTS INC	R	5/02/2017		20.18CR	081881		
	I-320257	NORTHEAST AUTO PARTS INC	R	5/02/2017		22.92CR	081881		
	I-320308	NORTHEAST AUTO PARTS INC	R	5/02/2017		8.49CR	081881		
	I-320332	NORTHEAST AUTO PARTS INC	R	5/02/2017		8.49CR	081881		
	I-320380	NORTHEAST AUTO PARTS INC	R	5/02/2017		28.47CR	081881		
	I-320401	NORTHEAST AUTO PARTS INC	R	5/02/2017		13.99CR	081881		
	I-320417	NORTHEAST AUTO PARTS INC	R	5/02/2017		32.98CR	081881		
	I-320476	NORTHEAST AUTO PARTS INC	R	5/02/2017		16.49CR	081881		
	I-320497	NORTHEAST AUTO PARTS INC	R	5/02/2017		53.84CR	081881		
	I-320542	NORTHEAST AUTO PARTS INC	R	5/02/2017		71.22CR	081881		
	I-320580	NORTHEAST AUTO PARTS INC	R	5/02/2017		231.47CR	081881		
	I-320671	NORTHEAST AUTO PARTS INC	R	5/02/2017		78.98CR	081881	820.54	

Attachment: 5-2-17 VOUCHERS (5775 : Voucher Approval.)

PACKET: 05520 MAY 2017 COUNCIL - 1 5-2-17

VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	5/02/2017			081882	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-CS30947	NORTHEAST WI TECH COLLEGE	R	5/02/2017		200.00CR	081883	200.00
0499	PACK AND SHIP LLC							
	I-143391	PACK AND SHIP LLC	R	5/02/2017		7.54CR	081884	7.54
0197	PACKER CITY INTERNATIONAL INC							
	I-R101018317:01	PACKER CITY INTERNATIONAL INC	R	5/02/2017		436.28CR	081885	
	I-X101065046:01	PACKER CITY INTERNATIONAL INC	R	5/02/2017		248.14CR	081885	684.42
1331	PACKER FASTENER & SUPPLY INC							
	I-330576	PACKER FASTENER & SUPPLY INC	R	5/02/2017		52.01CR	081886	52.01
3202	PHYSIO-CONTROL INC							
	I-117028209	PHYSIO-CONTROL INC	R	5/02/2017		595.00CR	081887	595.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-70859	PM SUPPLY - WRIGHT INDUSTRIAL	R	5/02/2017		23.70CR	081888	
	I-70981	PM SUPPLY - WRIGHT INDUSTRIAL	R	5/02/2017		202.56CR	081888	
	I-71377	PM SUPPLY - WRIGHT INDUSTRIAL	R	5/02/2017		319.19CR	081888	545.45
0208	POMP'S TIRE SERVICE INC							
	I-1010048266	POMP'S TIRE SERVICE INC	R	5/02/2017		790.70CR	081889	
	I-1010048267	POMP'S TIRE SERVICE INC	R	5/02/2017		1,384.00CR	081889	
	I-90039069	POMP'S TIRE SERVICE INC	R	5/02/2017		364.60CR	081889	
	I-90039149	POMP'S TIRE SERVICE INC	R	5/02/2017		386.74CR	081889	
	I-90039199	POMP'S TIRE SERVICE INC	R	5/02/2017		28.45CR	081889	2,954.49
0395	PRO ONE JANITORIAL INC							
	I-120580	PRO ONE JANITORIAL INC	R	5/02/2017		1,125.00CR	081890	
	I-121526	PRO ONE JANITORIAL INC	R	5/02/2017		1,125.00CR	081890	2,250.00
0218	PROMOTIONAL DESIGNS INC							
	I-14917-1	PROMOTIONAL DESIGNS INC	R	5/02/2017		274.16CR	081891	
	I-14941-1	PROMOTIONAL DESIGNS INC	R	5/02/2017		289.60CR	081891	563.76
5973	RAE-COR DISTRIBUTING INC							
	I-72823	RAE-COR DISTRIBUTING INC	R	5/02/2017		147.80CR	081892	147.80
6948	RAY'S TIRE							
	I-3-43260	RAY'S TIRE	R	5/02/2017		58.50CR	081893	58.50

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PACKET: 05520 MAY 2017 COUNCIL - 1 5-2-17

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0158	ROBERT E LEE & ASSOCIATES INC							
	I-72015	ROBERT E LEE & ASSOCIATES INC	R	5/02/2017		1,700.00CR	081894	1,700.00
0235	SAINT VINCENT HOSPITAL							
	I-45598	SAINT VINCENT HOSPITAL	R	5/02/2017		17.05CR	081895	17.05
3268	SEILER INSTRUMENT & MFG CO INC							
	I-INV-350313	SEILER INSTRUMENT & MFG CO INC	R	5/02/2017		7,377.35CR	081896	
	I-INV350468	SEILER INSTRUMENT & MFG CO INC	R	5/02/2017		3,000.00CR	081896	10,377.35
3234	SHERWIN WILLIAMS							
	I-8802-2	SHERWIN WILLIAMS	R	5/02/2017		55.10CR	081897	55.10
0555	TIME WARNER CABLE LLC							
	I-201704267077	TIME WARNER CABLE LLC	R	5/02/2017		5.23CR	081898	5.23
0417	TWEET GAROT MECHANICAL INC							
	I-44821	TWEET GAROT MECHANICAL INC	R	5/02/2017		607.11CR	081899	607.11
0272	UNIFORM SHOPPE INC							
	I-265089	UNIFORM SHOPPE INC	R	5/02/2017		178.40CR	081900	178.40
4619	WATER TOWER CLEAN & COAT INC							
	I-WT78010	WATER TOWER CLEAN & COAT INC	R	5/02/2017		2,000.00CR	081901	
	I-WT78011	WATER TOWER CLEAN & COAT INC	R	5/02/2017		34,100.00CR	081901	36,100.00
7527	WI DEPT OF JUSTICE							
	I-455TIME-0000001773	WI DEPT OF JUSTICE	R	5/02/2017		703.50CR	081902	
	I-455TIME0000001691	WI DEPT OF JUSTICE	R	5/02/2017		300.00CR	081902	1,003.50
7350	WI MEDIA							
	I-438289	WI MEDIA	R	5/02/2017		739.55CR	081903	739.55
0300	ZARNOTH BRUSH WORKS INC							
	I-164105-IN	ZARNOTH BRUSH WORKS INC	R	5/02/2017		490.45CR	081904	490.45

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	68	0.00	167,087.89	167,087.89
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:	1	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:	69	0.00	167,087.89	167,087.89

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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VENDOR SET: 01

BANK : AP ASSOCIATED

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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	5/2017	80,322.08CR
201	5/2017	2,840.66CR
209	5/2017	82.40CR
211	5/2017	256.00CR
405	5/2017	1,700.00CR
601	5/2017	54,086.34CR
650	5/2017	27,800.41CR
=====		
ALL		167,087.89CR

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City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 2, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Carey Danen
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 05-02-17 (PDF)

CITY OF DE PERE
License Committee - May 2, 2017

Previously Tabled Operator License Applications	
1	HELMS, ASHLEY B.
2	HICKS, HOLLY R.
3	MATENAER, ALLAN J.

Temporary Operator License Applications	
1	DOROW, MONETTE R.
2	LUEBKE, VICKI L.

New Operator License Applications	
1	BROEFFLE, ANNABELLE R.
2	NEEDHAM, JODY G.
3	SIMPSON, MACKENZIE A.