



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, April 19, 2016

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 **April 19, 2016** 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.

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the April 6, 2016 Common Council Meeting.
4. A Public Hearing on the rezoning of 1104 Honey Ct. (Parcel ED-1469); 621 Cook Street (Parcel ED-1469-1) and 631 Cook St. (Parcel ED-1462-2).
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #16-04 Rezoning Certain Property (Parcels ED-1469, ED-1469-1 and ED-1469-2)
5. Public comment upon matters not on the agenda or other announcements.
6. Creative Economy Week Proclamation presented by Mayor Walsh.
7. Recommendation from the License Committee on an application for a Class "B" Beer and "Class B" Reserve Liquor License for Shannons Haystack LLC (DBA Chatterhouse 2016), 614 George St, De Pere, WI. Submitted by Shannons Haystack LLC, Agent: Kevin Charles, 1049 Pagels Pl, De Pere, WI 54115.
8. Recommendation from the Board of Public Works to Reject Bids Received for Project 16-10 HVAC Maintenance and Rebid the Project.
9. Recommendation of the Board of Public Works to Award the Contract for Project 16-13 Crackfilling and Seal Coating to Asphalt Seal and Repair, Inc. in the Amount of \$96,633.00.
10. Recommendation from the Finance & Personnel Committee to approve the purchase of a 2017 Foster-Coach-Horton/International Ambulance.
11. Recommendation from Finance & Personnel Committee to approve Construction Change Orders for Fire Station #2 Renovation.

12. Recommendation by Finance Committee to Approve Police Purchase of Smart Board for Briefing Room
13. Recommendation from Finance/Personnel Committee to Increase Video Production Coordinator One Pay Grade Due to Change in Responsibilities
14. Recommendation from the Finance/Personnel Committee to approve \$250 donation from the Kress Inn and Bemis Conference Center in support of De PereTV.
15. Ordinance #16-05 Amending Chapter 8, De Pere Municipal Code Regarding Possession of Knives
16. Ordinance #16-06 Amending §10-17 De Pere Municipal Code Regarding Records Custodian
17. Ordinance #16-07 Amending 106-4(c) De Pere Municipal Code Regarding Mobile Food Establishment License Fees
18. Resolution #16-45 Ordering Installation of Sidewalks at Various Locations
19. Resolution #16-46 Authorizing Development Agreement Between the City of De Pere and BBKP, LLC (Part of Parcel WD-L436-2)
20. Resolution #16-47 Authorizing Economic Development Grant to Shannon's Haystack LLC (DBA Chatterhouse 2016)
21. Resolution #16-48 Authorizing Software Subscription and License Agreements with Facilities Management eXpress, LLC (FMX)
22. Resolution #16-49 Authorizing the Negotiation of an Economic Development Loan with Healthy Bellyz, LLC
23. Resolution #16-50 Accepting Grant from Shopko Foundation
24. Resolution #16-51 Establishing Mobile Food Establishment License Fees
25. Elections by the Common Council
 - A. Alderperson Members of the Plan Commission.
 - B. President of the Common Council.
26. Voucher Approval.
27. Operator License Applications.
28. Future agenda items.
29. Recommendation of the Board of Public Works Regarding the Award of Project 16-03 Sewer Lining -CIPP.
 - A. Reject the Bid of Terra Engineering & Construction Corporation for the following reasons:

1. The Board of Public Works and Common Council find that Terra is not a pre-qualified bidder on Project 16-06 under Wis. Stats. §66.0901(2) based upon an insufficient answer to question #4 of the prequalification form; and

2. The Common Council rejects Terra's bid under Wis. Stats. §66.0901(4) based upon an insufficient answer to question #4 of the prequalification form; and

3. Terra is not the lowest responsible bidder under Wis. Stats. §62.15(1) and (6) based upon its performance under City Project 11-03 Sewer Lining.

B. Award Project 16-03 Sewer Lining-CIPP to the lowest responsible bidder, Visu-Sewer, in the amount of \$279,395.60.

PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. Section 19.85(1)(g), the Council may convene in closed session to confer with legal counsel who is rendering oral or written legal advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

PLEASE TAKE FURTHER NOTICE THAT, pursuant to Wis. Stats. Section 19.85(1)(f) and Wis. Stats. Section 66.0901(2), the Council may convene in closed session for purposes of discussing the confidential bid prequalification form of a particular contractor/bidder on Project 16-06, including financial and other data, which, if discussed in public, is likely to have a substantial adverse effect upon the reputation of such company.

PLEASE TAKE FURTHER NOTICE that the Council may reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

30. 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
Bill Bos, Alliance Construction
Marquis Properties, LLC
Cody Hendricks
Daniel & Marta Hendricks
5 Gens, LLC

Daniel & Judith Burgoyne
James Gillis
Quan Hoang
Gregg Sausen & Tina Cody
John & Lois Theiss
Terra Engineering & Construction Corp.
Visu-Sewer
Tweet Garot Mechanical
Asphalt Seal & Repair, Inc.
Laurie Olson
Barry Bosman
Kevin Prien
Alicia Stiles & Kara Mason
De Pere Knights of Columbus, Abbot Pennings Council 3955
Rotary Club
Kevin Charles

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: April 19, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the April 6, 2016 Common Council Meeting.

ATTACHMENTS:

- 4-06-2016 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Wednesday, April 6, 2016
7:30 PM
De Pere City Hall Council Chambers

1. Call to order: The Common Council Meeting was called to order on April 6, 2016 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag. Mayor Walsh introduced Brendan Lavalley from Troop 1043 and asked him to lead the Council in the Pledge of Allegiance.
3. Approval of the Minutes of the March 15, 2016 Special Meeting of the Redevelopment Authority and Common Council.

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

4. Approval of the Minutes of the March 15, 2016 Common Council Meeting.

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

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

Mayor Walsh congratulated Aldermen Crevier and Boyd on their re-election and congratulated Ryan Jennings and Dan Carpenter on their election to the Council. He thanked Alderman Bauer for his service to the City and wished him luck in the future and congratulated Alderman Kneiszel on his election to the County Board. Alderman Bauer thanked the members of the Council, the Mayor and City staff. Mayor Walsh thanked the citizens of the City for re-electing him for another two-year term.

6. Recommendation from the License Committee on an application for a Class "A" Beer and "Class A" Cider Retailer's License for Shopko #5, 230 N. Wisconsin St., De Pere, WI. Submitted by Shopko Stores Operating Co., LLC, Agent: Melissa Ostrowski, 2660 Garden Ridge Trail, Green Bay WI 54313.

Attachment: 4-06-2016 Common Council Minutes (4626 : Approval of the Minutes of the April 6, 2016 Common Council Meeting.)

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

7. Recommendation from the License Committee on an application for a Class "A" Beer and "Class A" Liquor License for Kwik Trip Express, 746 Main Av., De Pere WI. Submitted by Kwik Trip, Inc., Agent: Jeffrey A. Daffner, 2135 Lakeside Pl., Green Bay WI 54302.

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

8. Recommendation from the License Committee on an application for a Class "B" Beer & "Class B" Liquor License for Waseda Farms Market, 330 Reid St., De Pere, WI. Submitted by Waseda Farms, LLC, Agent: Matthew Lutsey, 1998 Kettle Creek Dr., De Pere WI 54115.

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

9. Resolution #16-42, Authorizing Farm Lease.

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

10. Resolution #16-43, Authorizing Renewal of Agreement with Fox Valley Technical College for Regional Fire Department Hiring Process.

Human Resources Director Shannon Metzler explained how the agreement with Fox Valley Technical College benefits the City when recruiting fire department employees.

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

11. Resolution #16-44, Authorizing Agreement For Phase II Environmental Analysis With AECOM Technical Services, Inc. (AECOM)

City Engineer Eric Rakars explained that the City is doing additional testing before we purchase this piece of property. Discussion followed regarding the extent of the contamination and the effect of the contamination on the retention pond.

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

12. 2015 Intersection Improvements Update.

City Engineer Eric Rakers reviewed two projects that were completed in 2015; the Washington/Merrill/Ontario intersection and the Suburban/Grant/Apollo intersection and shared photos and feedback on both. Discussion followed.

13. Voucher Approval.

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

14. Operator License Applications.

CITY OF DE PERE -April 6, 2016					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	SCHIERLAND, KURT J.	237 COOLIDGE ST	GREEN BAY	WI	54301
2	MARTENS, JACOB P.	719 WINFORD AV	GREEN BAY	WI	54303
Temporary Operator License Applications					
1	BOYER, VICTORIA A.	4152 GEMSTONE TR	GREEN BAY	WI	54311
2	DENEYS, CHRISTOPHER W.	841 VOELKER ST	DE PERE	WI	54115
3	KASTER, LEAH M.	3008 MONROE RD	DE PERE	WI	54115
4	MC DONALD, LEANNE L.	2021 WHISTLING SWAN CI	DE PERE	WI	54115
5	SELNER, LISA J.	4051 THREE PENNY CT	DE PERE	WI	54115
6	TOUCHINSKI, BRENDA L.	808 FLAMBEAU PL	DE PERE	WI	54115
7	WEYENBERG, MICHAEL A.	813 VOELKER ST	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	DE VASURE, BRADLEY B.	1205 S. WEBSTER AV	GREEN BAY	WI	54301
2	EDELBURG, RICK P.	1065 ROLAND LN	GREEN BAY	WI	54303
3	FORST, KYLA N.	817 BELLEVUE ST	GREEN BAY	WI	54302
4	GOSSEN, TROY A.	W320 CORNELIUS CI	ONEIDA	WI	54155
5	GREGORASH, RUSS	1335 S. NORWOOD AV #12	GREEN BAY	WI	54304
6	JENDE-KIERNAN, RICHARD A.	3835 E. RIVER DR #1	GREEN BAY	WI	54301
7	KIMMES, ABIGAIL B.	2636 TROJAN DR	GREEN BAY	WI	54304
8	KRUEGER, ANTHONY C.	700 CANBERRY CT	DE PERE	WI	54115
9	MC KEEVER, EMILY J.	2512 WEST POINT RD	GREEN BAY	WI	54304
10	PETERMANN, SCOTT D.	503 ROSEMARY DR	PULASKI	WI	54162
11	POPKE, CAROL L.	1322 SCHEURING RD #1	DE PERE	WI	54115
12	TRIMBERGER, JESSICA R.	405 LAWE ST	GREEN BAY	WI	54301
New Operator License Applications for the 2016-2018 Licensing Period					
1	BARBER, BRIANA R.	1601 W. MARHILL RD	GREEN BAY	WI	54313
2	BERG, DIANA J.	610 KEUNE ST	SEYMOUR	WI	54165
3	JOLY, ALECIA F.	N9489 FIR RD	FORESTVILLE	WI	54213
4	PETH, JAMIE A.	823 AMHART DR	DE PERE	WI	54115
5	VANEVENHOVEN, SHELLY L.	2590 TEAKWOOD ST	APPLETON	WI	54915
6	VIEAU, JENEE L.	600 N. ADAMS ST	DE PERE	WI	54115
7	WILLAME, ALEXANDRIA M.	520 N. MICHIGAN ST	DE PERE	WI	54115

Alderson Bauer moved, seconded by Alderson Raasch to approve Previously Tabled Operator License Application #2 and to deny Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Raasch to approve Temporary Operator License Applications #1-7. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Boyd to approve 2014-2016 Operator License Applications #1-4, 6-7, and 9-11 and to table 2014-2016 Operator License Applications # 5, 8, and 12. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Boyd to approve 2016-2018 Operator License Applications #1-7. Upon vote, motion carried unanimously.

15. Future agenda items. None.
16. Adjournment. Alderson Kneiszel moved, seconded by Alderson Rafferty to adjourn the meeting. Upon vote, motion carried 7-1 with Alderson Bauer voting nay.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Ordinance #16-04 Rezoning Certain Property (Parcels ED-1469, ED-1469-1 and ED-1469-2)

ATTACHMENTS:

- ORDINANCE #16-04 Rezoning Certain Property (Parcels ED-1469, ed-1459-1 and ED-1469-2) (DOCX)
- 3-30-16 Class II RZ (DOCX)
- PC_Staff Memo_Honey Ct Rezone (PDF)
- 1104 honey ct_201603140935 (PDF)
- Cook Rezone - Honey Ct add'l parcels (PDF)
- Cook rezone letter to Honey Ct. properties (DOCX)

ORDINANCE #16-04
REZONING CERTAIN PROPERTY
(Parcels ED-1469, ED-1469-1 and ED-1469-2)

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

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 19th day of April, 2016 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property:

Parcel ED-1469 (1104 Honey Court)

Lot 1, Volume 2 Certified Survey Maps Page 527, being part of Lot A of Lot 5 of Assessors Subdivision of Whitneys Subdivision of Private Claim 36, East Side of Fox River.

Parcel ED-1469-1 (621 Cook Street)

That part of Lot A of Lot 5 of Assessors Subdivision of 1925 of Whitneys Subdivision of Private Claim 36, East Side of Fox River commencing at the intersection of the south line of Cook Street and the east line of the railroad, easterly along the street 130 feet, south at right angle 175 feet, westerly parallel to Cook Street to the railroad, then northerly to the beginning except the northerly 13.5 feet for road described in J2607-7 .

Parcel ED-1469-2 (631 Cook Street)

That part of Lot A of Lot 5 of Assessors Subdivision of 1925 of Whitneys Subdivision of Private Claim 36, East Side of Fox River, commencing at the intersection of the south line of Cook Street and the east line of the railroad, easterly along the street 130 feet to the beginning, continuing easterly 115 feet, south at right angles 175 feet, westerly parallel to Cook Street 115 feet, northerly to beginning except that part used for highway purposes.

Ordinance #16-04

Page 2 of 2

shall be and the same are hereby rezoned from the present zoning classification of I-2, Limited Industrial District to B-2, General Business District, as set forth in and regulated by the provisions of §14-44 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

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

Section 4. That all other ordinances in conflict herewith are hereby repealed.

Section 5. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 3/28/16

Publication Date: _____

Effective Date: _____

Publish: April 4 and April 11, 2016 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, April 19, 2015** at 7:35 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 Common Council of the City of De Pere to act on the rezone request for the following properties:

Rezoning of 1104 Honey Ct. (Parcel ED-1469); 621 Cook St. (Parcel ED-1469-1); and 631 Cook St. (Parcel ED-1462-2) from Limited Industrial (I-2) to General Business District (B-2).

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

Dated this 4th day of April, 2016.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Ledvina
City Clerk-Treasurer

Item 4: Review the rezoning request for ED-1469, located along Honey Ct. from Limited Industrial (I-2) to General Business District (B-2) Applicant: Alliance Construction*

The owner is requesting a rezoning to allow for a restaurant to be developed on the site. The proposed project's general site plan is attached as part of this request. This request aligns with Item #5.

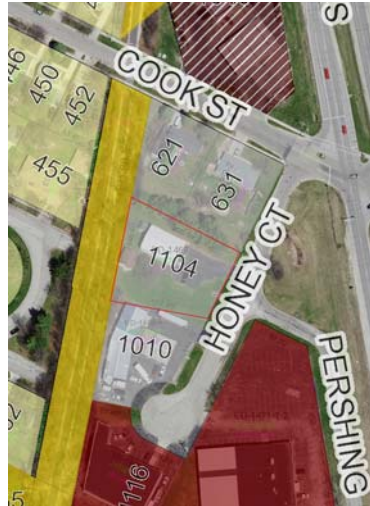


Figure 1: Site Location

Description

Rezone: Limited Industrial (I-2) to General Business District (B-2)
Location: along Honey Ct.

Zoning

Comprehensive Plan: The Comprehensive Plan Future Land Use Map recommends 'Commercial' for this property.

Existing Zoning: The I-2 Limited Industrial District is designated to provide an environment suitable for industrial activities that do not create appreciable nuisances or hazards, or that requires a pleasant, hazard, and nuisance free environment.

Proposed Zoning: The purpose of the B-2 General Business District is a general business zone for retail activity and is created to provide accessibility and convenience for residents and visitors of the City of De Pere.

Adjacent Zoning: B-3 and Planned Development District to the north, R-1 to the west, R-2 and R-3 to the east, and B-2 to the south.

Land Use

Use of Adjacent Property: Uses are all consistent with the zoning.

Recommendation:

Planning and Zoning staff have reviewed the proposed rezoning. Staff would support the rezoning with the following conditions:

1. Meeting all other state and local regulations.
2. The recommendation is forwarded to the City Council for action.



CITY OF DE PERE
RECEIVED
MAR 10 2016
PLANNING DEPT.

CITY OF DE PERE

APPLICATION FOR
REZONING

Fee: \$ 290.00

Receipt #: 110568

Date: 3-10-16

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
ALLIANCE CONSTRUCTION	Bill Bos	AUTHORIZED AGENT	
Mailing Address	City	State	ZIP Code
1030 ORLANDO DRIVE	De Pere	WI	54115
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	
Bill@AllianceBuilds.com	(920) 336-3400	(920) 336-3401	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
MARQUIS PROPERTIES, LLC	CATHERINE MARQUIS	OWNER	
Mailing Address	City	State	ZIP Code
703 KNOW TEL.	De Pere	WI	54115
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	
	(920) 336-5240		

SECTION 3: Project or Site Location

Project Address/Description	Parcel Number(s):
1104 Honey Court	ED - 1469

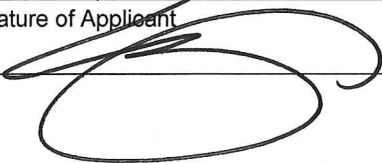
SECTION 4: Proposed Rezoning Use

Existing Zoning:	I-2 LIMITED INDUSTRIAL		
Proposed Zoning:	B-2 BUSINESS		
Adjacent Zoning: North	Adjacent Zoning: South	Adjacent Zoning: West	Adjacent Zoning: East
I-2	I-2	R-1	B-2
Present Use of Parcel	KIMCO EMPLOYMENT		
Proposed Use of Parcel	CAFE		

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit 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.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Bill Bos	AUTHORIZED AGENT	(920) 371-5141
Signature of Applicant		Date Signed
		3-4-16

Attach additional sheets if necessary.

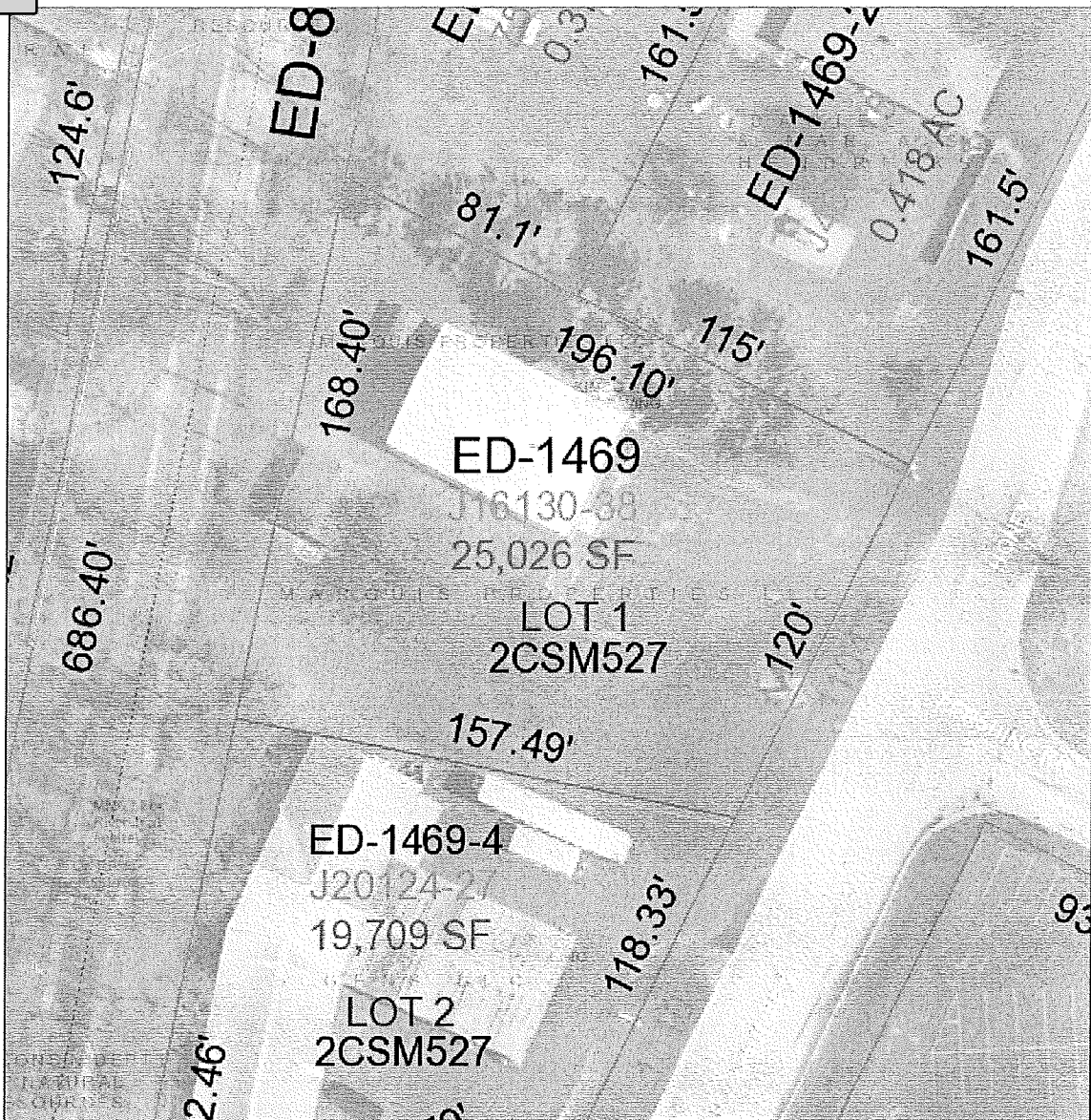
Property Tax Record
CTY OF DEPERE EAST
Brown County, Wisconsin
Parcel Number: ED-1469

Information is as current as the postings of Friday, March 4, 2016 at 1:12:54 AM. Note: Documents received prior to this date may be on hold or pending entry into the land records system.

[Return to Search Results](#)

[Print Tips](#)

Property Information Parcel Number ED-1469 Owner Name MARQUIS PROPERTIES LLC Property Address 1104 HONEY CT Municipality ED - CTY OF DEPERE EAST School District 1414 - UNIF DIST DEPERE Sanitary District None Special District(s) None		Current Unofficial Valuation <table><tr><td>Class</td><td>Acres</td><td>Land</td><td>Improvements</td><td>Total</td></tr><tr><td>B - MERCANTILE</td><td>0.585</td><td>49,000.00</td><td>131,400.00</td><td>180,400.00</td></tr><tr><td>All Classes</td><td>0.585</td><td>49,000.00</td><td>131,400.00</td><td>180,400.00</td></tr></table> Legal Acres 0.585 Values are not official until new tax bills are issued in December. Note: For a specific tax year valuation, select tax year from tax records available below. Note: Legal Acres, as listed in the Property's Legal Description, may differ slightly from the Total Acres, or the sum of the acreage for all land classifications.		Class	Acres	Land	Improvements	Total	B - MERCANTILE	0.585	49,000.00	131,400.00	180,400.00	All Classes	0.585	49,000.00	131,400.00	180,400.00
Class	Acres	Land	Improvements	Total														
B - MERCANTILE	0.585	49,000.00	131,400.00	180,400.00														
All Classes	0.585	49,000.00	131,400.00	180,400.00														
Mailing Address Information MARQUIS PROPERTIES LLC 703 KNOLL TE DE PERE WI 54115-3323		Reference Document Document #: 2394334	Available Maps View GIS Map Other Maps															
Tax Records Available Tax Year ☐ 2012 (Tax Bill Number 1547302) ☐ 2013 (Tax Bill Number 1624809) ☐ 2014 (Tax Bill Number 1734353) ☒ 2015 (Tax Bill Number 1861883) View Tax Detail Tax Detail may take a few moments to appear		Tax Legal Description 25,026 SQ FT LOT 1 OF 2 CSM 527 BNG PRT OF LOT A OF LOT 5 OF ASSESSORS SUBD OF WHITNEYS SUBD OF PC 36 ESFR Note: May not be a full legal description View Comments/History																



Map provided by the Brown County Planning & Land Services Department - Land Information Office (LIO)
A map key (legend) and other information about this map is available at: maps.gis.co.brown.wi.us
This map is intended for advisory purposes only. It is based on sources believed to be reliable, but Brown County distributes this information on an "As Is" basis. No warranties are implied. Boundaries shown on this map are general representations only and should not be used for legal documentation, boundary survey determinations, or other property boundary issues.
03/04/2016
Scale 1:480

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:

marquis properties

Search Records

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Corporate Records

Result of lookup for M073842 (at 3/4/2016 9:53 AM)

MARQUIS PROPERTIES, LLC

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

Vital Statistics

Entity ID	M073842
Registered Effective Date	11/14/2008
Period of Existence	PER
Status	Restored to Good Standing Request a Certificate of Status
Status Date	11/19/2014
Entity Type	Domestic Limited Liability Company
Annual Report Requirements	Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.

Addresses

Registered Agent Office	CATHERINE A. MARQUIS 703 KNOLL TER DE PERE , WI 54115 File a Registered Agent/Office Update Form
Principal Office	703 KNOLL TERRACE DE PERE , WI 54115 UNITED STATES OF AMERICA

Historical Information

Annual Reports	Year	Reel	Image	Filed By	Stored On
	2014	000	0000	online	database
	2012	000	0000	online	database
	2011	000	0000	online	database

[File an Annual Report](#) - [Order a Document Copy](#)

Certificates of Newly-elected Officers/Directors

None

Old Names

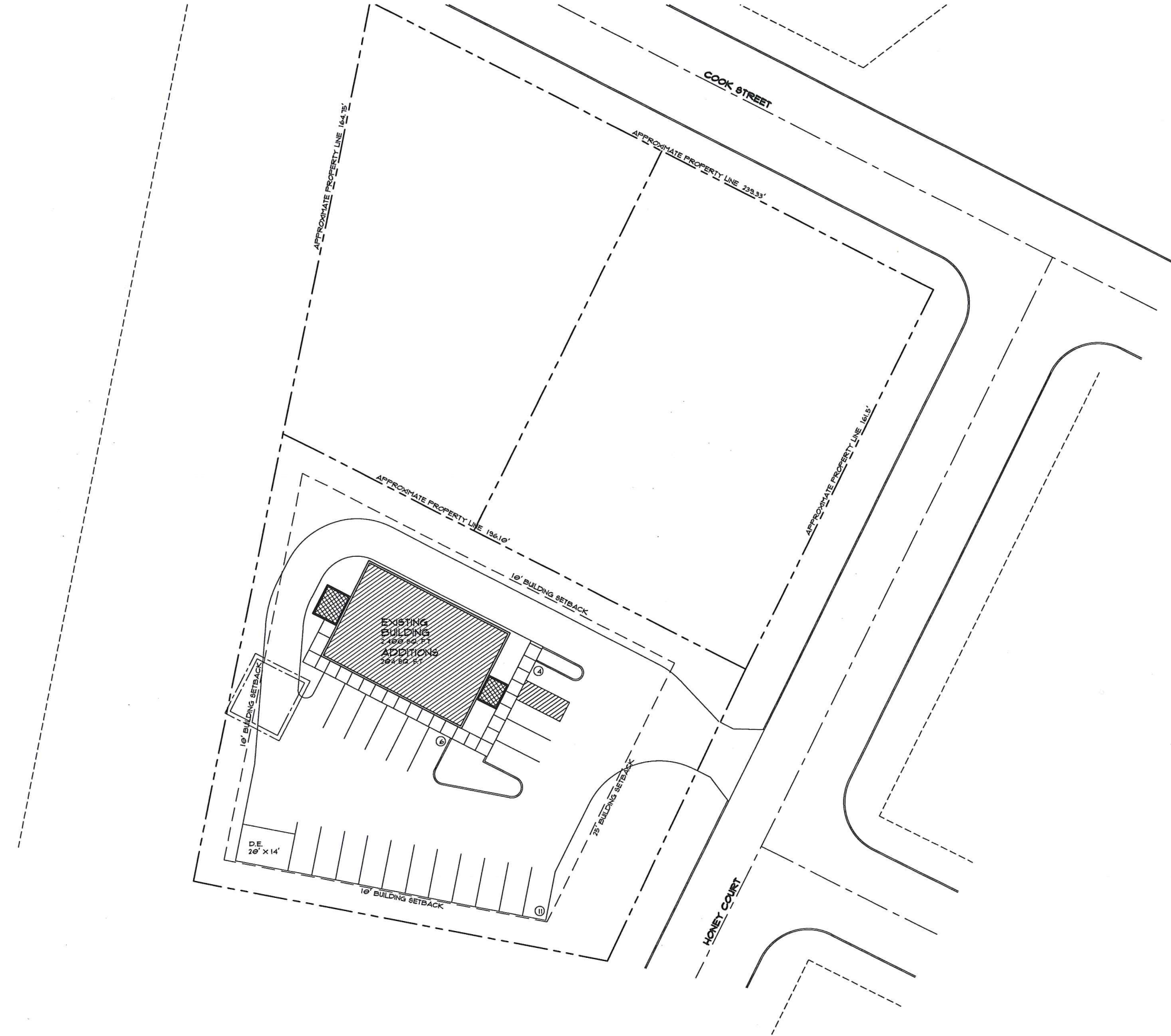
None

Chronology	Effective Date	Transaction	Filed Date	Description
	11/14/2008	Organized	11/14/2008	E-Form
	10/01/2010	Delinquent	10/01/2010	
	10/10/2011	Notice of Administrative Dissolution	10/10/2011	
	12/06/2011	Restored to Good Standing	12/06/2011	E-Form
	10/01/2014	Delinquent	10/01/2014	
	11/19/2014	Restored to Good Standing	11/19/2014	E-Form

[Order a Document Copy](#)

CITY OF DE PERE
RECEIVED
MAR 10 2016
PLANNING DEPT.

Attachment: 1104 honey ct_201603140935 (4574 : Ordinance #16-04 Rezoning Certain Property (Parcels ED-1469, ED-1469-1 and ED-1469-2))



SITE PLAN

SCALE: 1" = 20'-0"



CONSTRUCTION & DESIGN
1030 Orlando Drive / De Pere, WI 54115
Telephone: 920-336-3400 / Fax: 920-336-3401
WWW.ALLIANCEBUILDS.COM

2015 copy of plans has been forwarded for registration with the register of copyright at the Library of Congress Washington, DC

PROJECT INFO:

PROFESSIONAL SEAL(S)

PROPOSED BUILDING:

JOB NO: 15-202
CAFE

WI.

REVISIONS

1	16OCT15	SITE LAYOUT PER CITY
2	23NOV15	OWNER REVISIONS
3	08JAN16	SITE CHANGE
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	-
10	-	-
11	-	-
12	-	-
13	-	-
14	-	-

DATE: OCTOBER 14TH, 2015

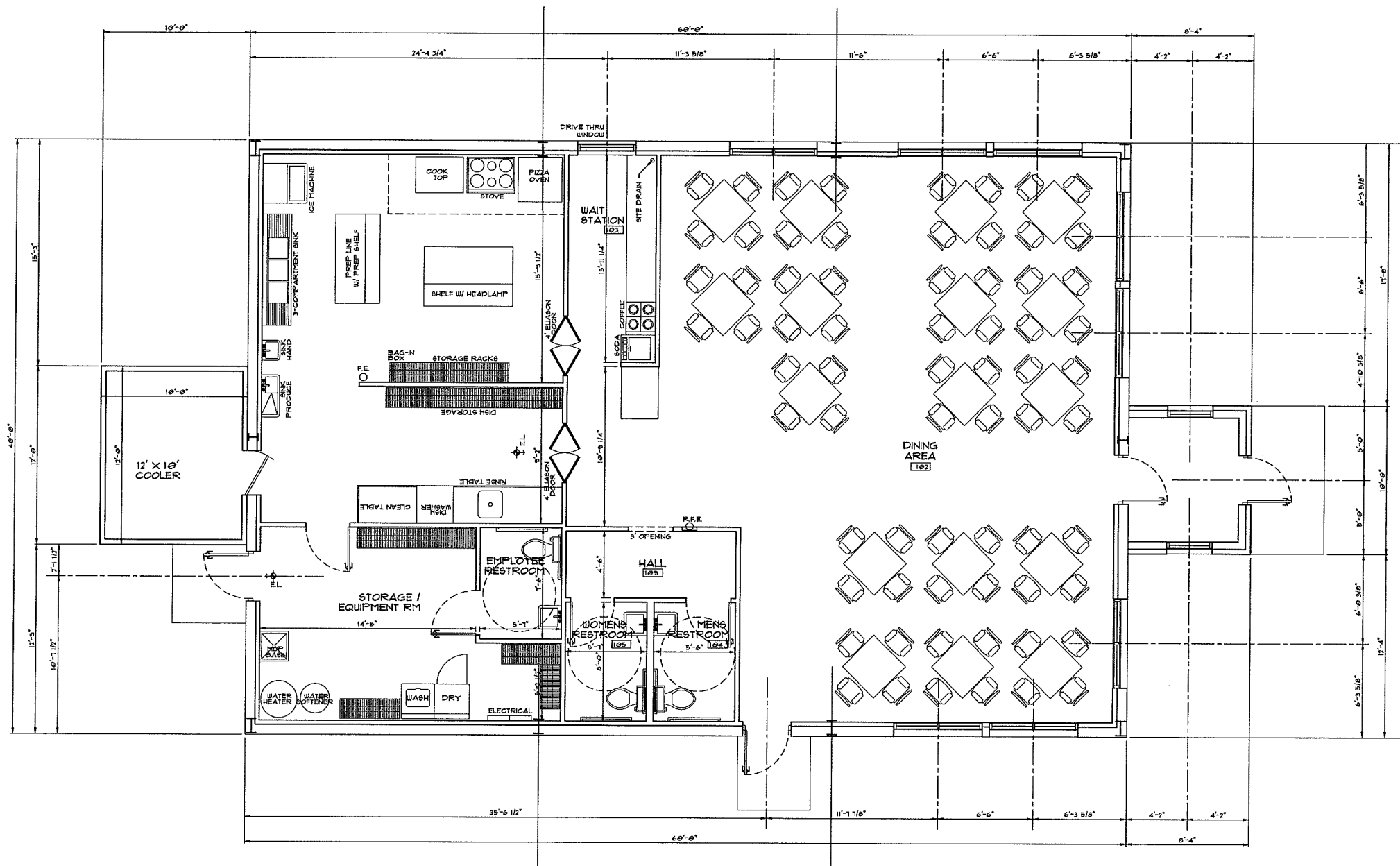
DRAWING NO.: 15-202

TITLE

SITE PLAN

SHEET

C10



BUILDING FLOOR PLAN ● SCALE: 1/4" = 1'-0"



Alliance
CONSTRUCTION & DESIGN

1030 Orlando Drive / De Pere, WI 54115
Telephone: 920-336-3400 / Fax: 920-336-3401
WWW.ALLIANCEBUILDS.COM

For more information, please visit www.alliancebuilds.com

PROJECT INFO:

PROFESSIONAL SEAL(S)

PROJECT INFO.
PROPOSED BUILDING:
JOB NO: 15-202
CAFE

JOB NO: 15-202

W

REVISIONS

- | | | |
|----|---------|----------------------|
| 1 | 16OCT15 | SITE LAYOUT PER CITY |
| 2 | 23NOV15 | OWNER REVISIONS |
| 3 | 08JAN16 | SITE CHANGE |
| 4 | - | - |
| 5 | - | - |
| 6 | - | - |
| 7 | - | - |
| 8 | - | - |
| 9 | - | - |
| 10 | - | - |
| 11 | - | - |
| 12 | - | - |
| 13 | - | - |
| 14 | - | - |

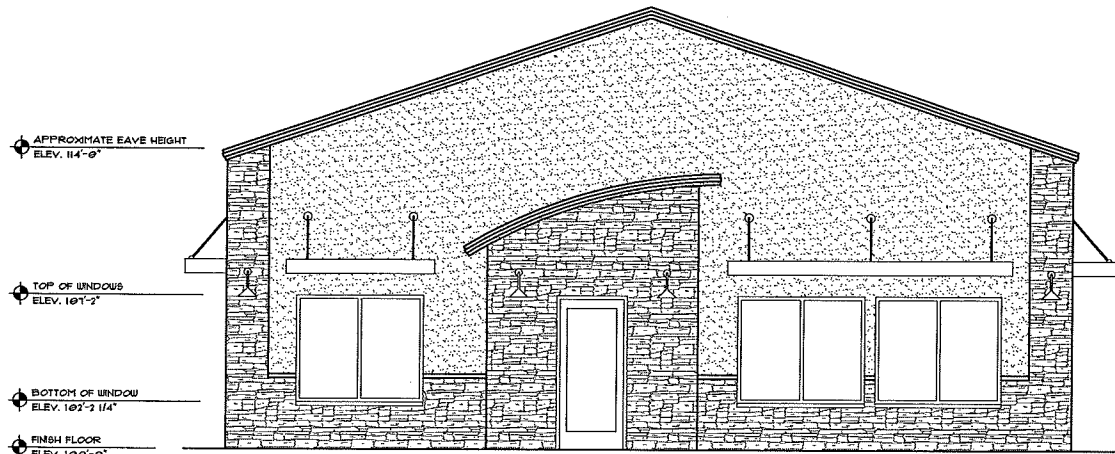
DATE: OCTOBER 14TH, 2015

DRAWING NO.: 15-20

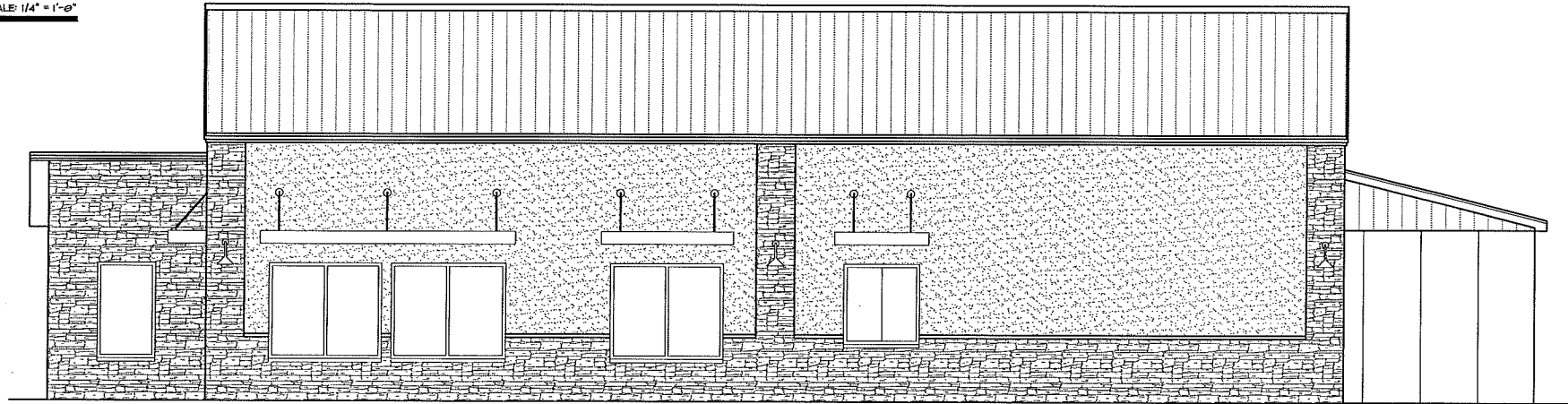
TITLE BUILDING FLOOR PLAN

SHEET

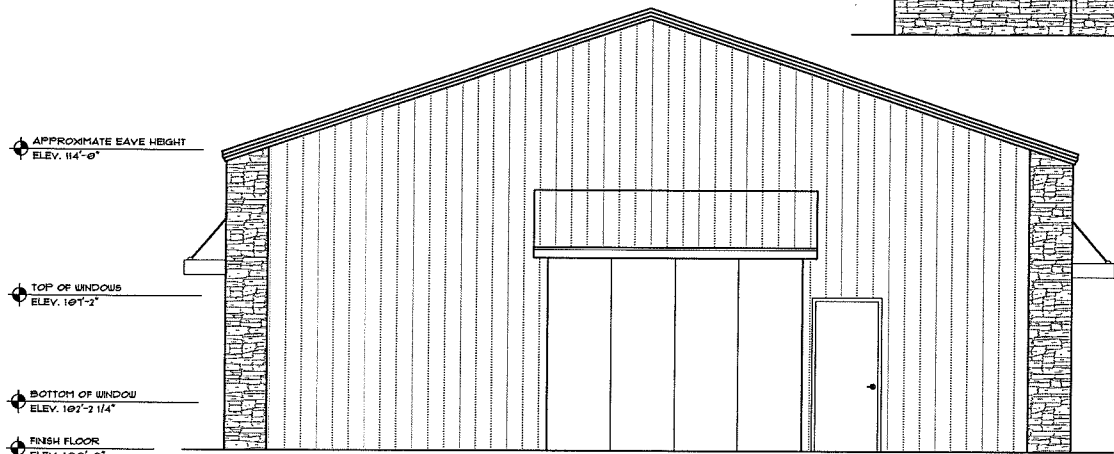
A10



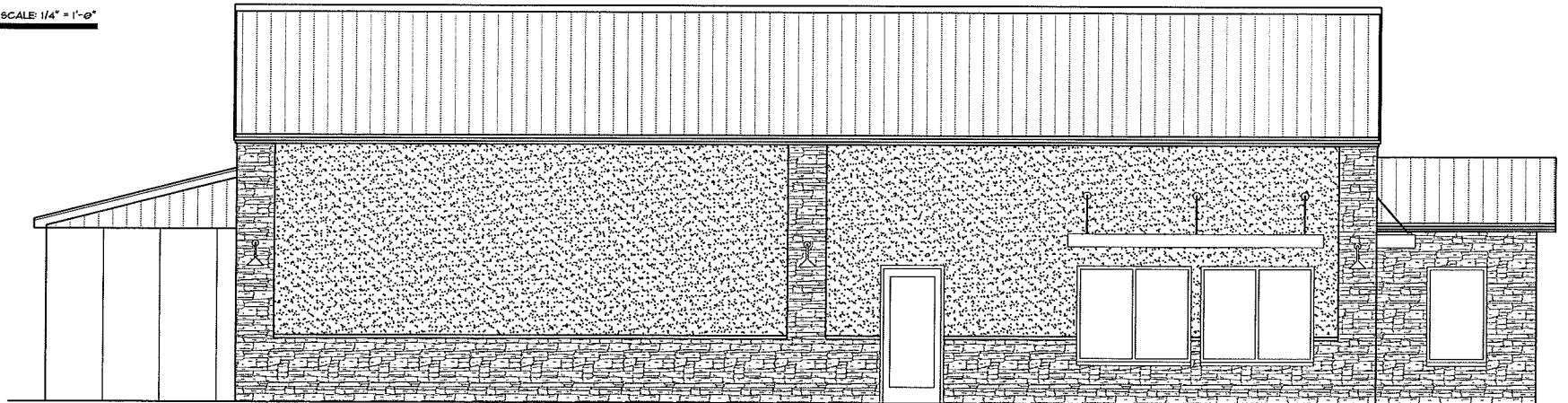
EAST BUILDING ELEVATIONS ● SCALE: 1/4" = 1'-0"



NORTH BUILDING ELEVATIONS ● SCALE: 1/4" = 1'-0"



WEST BUILDING ELEVATIONS ● SCALE: 1/4" = 1'-0"



SOUTH BUILDING ELEVATIONS ● SCALE: 1/4" = 1'-0"



2015 copy of plans has been forwarded for registration with the register of copyright at the Library of Congress, Washington, DC.

PROJECT INFO:

PROFESSIONAL SEAL(S)

PROPOSED BUILDING:

JOB NO: 15-202
CAFE

WI.

REVISIONS

1	16OCT15	SITE LAYOUT PER CITY
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8	-	-
9	-	-
10	-	-
11	-	-
12	-	-
13	-	-
14	-	-

DATE: OCTOBER 14TH, 2015

DRAWING NO.: 15-202

TITLE
BUILDING
ELEVATIONS

SHEET

A20



Item 5: Review the rezoning request for ED-1469-1, ED-1469-2, located along Cook Street and ED-1469-4 located along Honey Ct. from Limited Industrial (I-2) to General Business District (B-2) Applicant: City of De Pere

The City of De Pere is requesting to rezone parcels ED-1469-1, ED-1469-2, and ED-1469-4 to align with the rezoning request of Parcel ED-1469, and to be consistent with the City Comprehensive Plan. The current identified properties are zoned Limited Industrial development and the uses for the site are considered allowed non-conforming uses. The City's request for rezoning is to bring this area and the current uses, to a conforming zoning district.



Figure 1: Site Location

Comments from Property Owners:

The property owner of 631 and 621 Cook St had contacted our office in regarding to staff reaching to discuss the proposed/suggested rezoning of the property. He and his relator are planning on attending the meeting, but generally he was in favor of the rezone. Both properties are actively being marketed for sale.

1010 Honey Ct. – no comments at the time of the memo

Description

Rezone: Limited Industrial (I-2) to General Business District (B-2)
Location: along Honey Ct.

Zoning

Existing Zoning: The I-2 Limited Industrial District is designated to provide an environment suitable for industrial activities that to not create appreciable nuisances or hazards, or that requires a pleasant, hazard, and nuisance free environment.

Proposed Zoning: The purpose of the B-2 General Business District is a general business zone for retail activity and is created to provide accessibility and convenience for residents and visitors of the City of De Pere.

Adjacent Zoning: B-3 and Planned Development District to the north, R-1 to the west, R-2 and R-3 to the east, and B-2 to the east.

Land Use

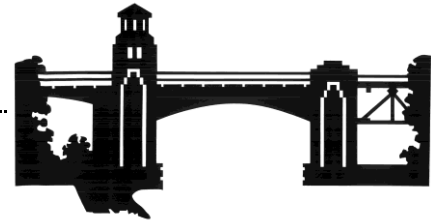
Use of Adjacent Property: Uses are all consistent with the zoning.

Recommendation:

Planning and Zoning staff request the proposed rezoning. Staff recommends the rezoning with the following conditions:

1. Meeting all other state and local regulations.
2. The recommendation is forwarded to the City Council for action.

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



To: Owner

RE: Consideration to rezone property

As we further reviewed the current uses for 1104 and 1010 Honey Ct, we found that these are currently Existing nonconforming uses, and with the rezoning to B-2, would be conforming use.

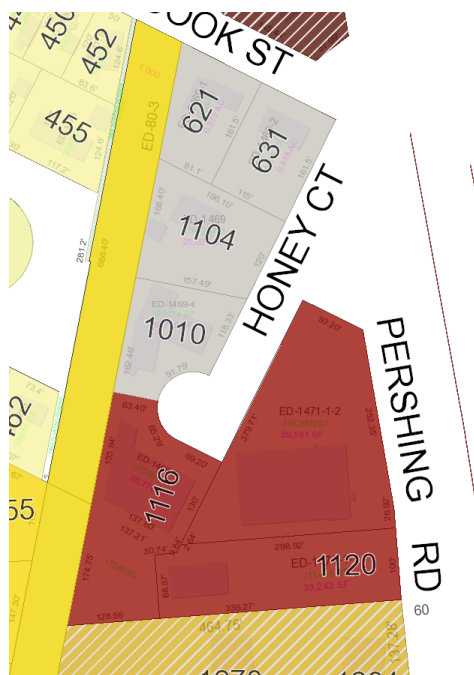


Figure 1

The City is anticipating adding this as an agenda item to its **March 28, 2016 7:00pm** Plan

Commission Meeting for discussion and possible recommendation to the City Council.

Please contact Sarah Wallace or Kim Flom (Director) for any additional questions or concerns you may have about this letter, and the possible rezoning.

You can reach either Sarah or Kim at 920-339-4043 or swallace@mail.de-pere.org or kflom@mail.de-pere.org.

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

MEETING DATE: April 19, 2016

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Creative Economy Week Proclamation presented by Mayor Walsh.

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

MEETING DATE: April 19, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an application for a Class "B" Beer and "Class B" Reserve Liquor License for Shannons Haystack LLC (DBA Chatterhouse 2016), 614 George St, De Pere, WI. Submitted by Shannons Haystack LLC, Agent: Kevin Charles, 1049 Pagels Pl, De Pere, WI 54115.

The Finance/Personnel Committee approved an Economic Development Grant for the Reserve "Class B" liquor license at its April 12, 2016 meeting.

ATTACHMENTS:

- Chatterhouse 2016_4-19-16 (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

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

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Shannon's Hausack LLC

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

President/Member Kevin Charles Title 1049 Pagels Pl Home Address 54115 Post Office & Zip Code
 Vice President/Member _____
 Secretary/Member _____
 Treasurer/Member _____
 Agent Kevin Charles
 Directors/Managers _____

3. Trade Name Chatterhouse 2016 Business Phone Number 920-265-2223
 4. Address of Premises 614 George St Post Office & Zip Code 54115
 5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
 6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
 7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
 8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☒ Yes ☐ No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
 9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Building
 10. Legal description (omit if street address is given above): _____
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
 (b) If yes, under what name was license issued? _____
 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 28th day of March, 20 16

Shane J. Fedun
 (Clerk/Judicial Public)

My commission expires _____

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>3-23-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Reject Bids Received for Project 16-10 HVAC Maintenance and Rebid the Project.

The Board of Public Works approved the staff recommendation to reject the bids received on March 31, 2016 for Project 16-10 HVAC Maintenance and rebid the project.

This project involves replacing two MSC make-up air units and replacing the City Hall air handler & condensing units.

The bids received are as follows:

<u>Bidder</u>	<u>Amount</u>
Tweet/Garot Mechanical	\$177,628.00
B & P Mechanical	\$219,400.00

Staff recommended rejection of the bids because the low bid was submitted late and the second bid is over budget. The budgeted amount for the project was \$185,000. The cost overruns could potentially be associated with the bid requiring use of the existing controls at the MSC. Shortly before bid opening staff learned that the controls are built for the make-up air units.

ATTACHMENTS:

- 16-10 Bid Tab(PDF)
- Mayor & CC-TweetGarot Bid 4-5-16 162-004-02 (PDF)

**PROJECT 16-10 HVAC MAINTENANCE
BID TAB**



				BIDDER NO. 1		BIDDER NO. 2	
				Tweet / Garot Mechanical		B & P Mechanical, Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	Replace MSC Unit B Make-up Air Units	LS	1	\$ 53,090.00	\$ 53,090.00	\$ 112,783.00	\$ 112,783.00
SP-02	Replace City Hall Air Handler & Condensing Unit	LS	1	\$ 124,538.00	\$ 124,538.00	\$ 106,617.00	\$ 106,617.00
TOTAL AMOUNT BID					\$177,628.00		\$219,400.00

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Common Council Members
From: Judith Schmidt-Lehman, City Attorney 
RE: Project 16-10; City Hall and MSC HVAC
Date: April 5, 2016

This memo addresses issues that arose in the receipt of bids for the above project and provides legal guidelines to follow in evaluating which bids to consider in determining the lowest responsible bidder for this project.

Bids on this project were due for opening at 1:00 PM on Thursday, March 31, 2016. The bid of B & P Mechanical, Inc. was received by 1:00 PM on that date, opened and the bid announced. In the room at the time of the bid announcement were representatives of B & P Mechanical and representatives of bidders on the other two project bid openings. At approximately 1:51 PM on the same date, a representative from Tweet/Garot Mechanical arrived with that company's bid, explaining that the company thought the bid opening time was 2:00 PM, which the representative considered "the industry standard." Please note that the City has consistently opened bids at 1:00 PM. Upon my advice, the bid was received and opened. The question is whether the city may award the contract to the late bidder as the apparent low responsible bid.

The Wisconsin Court of Appeals has ruled that municipalities have the discretion to decide whether or not to accept a late bid. That decision however, is subject to judicial review. *Power Systems Analysis, Inc. v. City of Bloomer*, 197 Wis. 2d 817, 824, 541 N.W.2d 214 (Ct. App. 1995). Judicial review of municipal discretionary decisions is generally limited to determining whether the City acted in an arbitrary or unreasonable manner. *Id.*, citing *Aqua-Tech, Inc. v. Como Lake Protect. & Rehab. Dist.*, 71 Wis. 2d 541, 550-51, 239 N.W.2d 25, 30 (1976).

Public bidding laws are designed to prevent fraud, collusion and favoritism in addition to ensuring that the public is provided the best work at the most reasonable price. Bid opening requirements are intended to further these goals by preventing a bidder from being able to undercut other bidders by obtaining information on the other bids before submitting their own.

Here, there is no indication that the Tweet/Garot bid has an unfair advantage over the other bids on the project. The people in the room when the timely bid was opened were not associated with Tweet/Garot. As such, they were not in a position to obtain information on the other bid before completing its bid. Accepting this bid will not result in giving an unfair advantage or foster fraud. It will however provide an additional bid on the project which does foster competitive pricing for the public.

Under these circumstances, I am of the opinion that the City could lawfully exercise its discretion to accept the late bid and evaluate it with the other bids received in determining the lowest responsible bidder on the project.

If you have any questions or concerns, please feel free to call me at 339-4042 to discuss.

JSL:jlh

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works to Award the Contract for Project 16-13 Crackfilling and Seal Coating to Asphalt Seal and Repair, Inc. in the Amount of \$96,633.00.

The Board of Public Works approved the recommendation to award the bid for Project 16-13 Crackfilling and Seal Coating to Asphalt Seal and Repair, Inc. in the amount of \$96,633.00.

The Engineering Department received bids for Project 16-13 Crackfilling and Sealcoating on March 31st. This work is for maintenance of streets and parking lots. The bids received are as follows:

<u>Bidder</u>	<u>Amount Bid</u>
Asphalt Seal & Repair, Inc.	\$ 96,633.00
American Pavement Solutions, Inc.	\$114,843.00
Fahrner Asphalt Sealers, LLC	\$171,700.00

The budget includes \$100,000 from general obligation debt to complete this work.

ATTACHMENTS:

- 16-13 Bid Tab(PDF)

PROJECT 16-13 CRACKFILLING AND SEALCOATING
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Asphalt Seal & Repair, Inc.		American Pavement Solutions, Inc.		Fahrner Asphalt Sealers, LLC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Crackfilling (HI-SPEC, Crafcro or Approved equal)	LB	90,000	\$ 0.92	\$ 82,575.00	\$ 1.13	\$ 101,700.00	\$ 1.50	\$ 135,000.00
SC-02	Seal Coating	SF	137,000	\$ 0.08	\$ 10,275.00	\$ 0.08	\$ 10,275.00	\$ 0.20	\$ 27,400.00
SC-03	Pavement Marking Parking Stall Paint (4-Inch "White")	LF	9,600	\$ 0.38	\$ 3,648.00	\$ 0.28	\$ 2,688.00	\$ 0.50	\$ 4,800.00
SC-04	Pavement Marking Symbol (Paint) (Handicap Symbol "White")	EA	9	\$ 15.00	\$ 135.00	\$ 20.00	\$ 180.00	\$ 500.00	\$ 4,500.00
TOTAL AMOUNT BID					\$ 96,633.00		\$ 114,843.00		\$ 171,700.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from the Finance & Personnel Committee to approve the purchase of a 2017 Foster-Coach-Horton/International Ambulance.

ATTACHMENTS:

- AMBULANCE PURCHASE (PDF)

Memo



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

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

Date: March 14, 2016

Re: Request to purchase a new Fire Rescue Department Ambulance

The Fire & Rescue Department would like to respectfully request permission to purchase a new emergency medical ambulance to transport sick and injured people to the hospital. The Department needs this new vehicle to replace the 2007 (9 years old) Ford Medtec ambulance. The 2007 model vehicle has 78,058 miles reflected on its odometer. Further, the hour meter on this vehicle reads 6,223 operating hours. This vehicle is currently in poor condition and needs to be replaced. So, in the final analysis, this vehicle is ready to be retired from the fire rescue fleet as soon as possible. The Department's fleet management status is attached for your review (see Attachment A).

As for the disposition of this vehicle, we are recommending it becomes a "trade-in" with the dealer allowance amount being used to help defray the cost of the requested new unit. The Department was granted \$250,000 for the replacement of 2007 Ambulance. The referenced funds are listed in the City of De Pere 2016 Annual Adopted Budget, in the Capital Projects Fund section; Line Item 415-50000-807.

The replacement vehicle that the Fire Rescue Department is requesting approval to purchase is a 2017 Horton/International Type I, Medium Duty, configuration walk through ambulance. This is a fuel efficient, highly reliable emergency response ambulance that is currently in successful use by many other fire rescue departments across America. The selected ambulance meets all national and state ambulance standards and the needs of the City of De Pere now and for many years into the future at a total fixed cost of \$254,998.

In order to receive the best competitive price and ensure the most appropriate use of taxpayer funds, the Department requested competitive bids from regional ambulance vendors/suppliers. Four different qualified companies provided the Department with sealed bids as described in the request for proposal

dated February 15, 2016. On Friday, March 4, 2016 at 3:00 pm the bids were opened at the East Side Fire Station. Attachment B is the base bid tabulation sheet that was compiled at this bid opening.

Next, the Department's Ambulance Specification Team met with the City Mechanic Leadperson, Mr. Tom Blohowiak, the Chief and the Assistant Chief to evaluate the four bids which represented five different ambulance units. The two highest quotes were dismissed from consideration based on cost comparison. The Team felt that the price far exceeded our budget and the vehicles being described were, in essence, the same at a lower price point offered by the other dealers.

After considerable discussion and debate, the Specification Team selected the Foster Coach – Horton Ambulance as the vehicle that best meets our needs at the lowest cost achievable. The Team conducted an exhaustive review of the remaining three proposed vehicles (see cost and use comparison chart Attachment C) to make a sound decision that was endorsed by the City's Mechanic Leadperson and the Fire Leadership Team. Although **the requested purchase price is slight over target budget by \$4,998.00** the decision points are many and all important in the Department's view, to make this slightly higher request. The reasons that this is the ambulance being recommended to the Finance & Personnel Committee are as follows:

1. Model year would be the current year versus a 2016 model as compared to the Pomasl – Demers bid
2. Selected bidder offers the specified trailer hitch for rescue boat operations as compared no available trailer hitch in the Pomasl – Demers bid
3. Selected bidder provided detailed drawing easily interpreted by the Team versus none of the requested drawing provided by the Pomasl-Demers bid
4. Selected bidder provided all of the exclusion pages listing items that “did or did not comply” with the RFP specifications versus the Pomasl-Demers bid which did not this documentation
5. Selected bidder offers the same cabinetry (equipment compartment) configuration that is needed to standardize all three of our ambulances versus Pomasl-Demers bid did not
6. Selected bidder both the cab/chassis and vehicle body are painted in one location to ensure a matching, uniform and professional paint finish versus Pomasl-Demers bid that specified that two separate painting locations would be utilized.
7. Selected bidder has the best warranty at 30 years versus Pomasl-Demers bid that specified a warranty of 25 years.
8. Selected model is built in the United States of America versus Pomasl-Demers bid that is partially built in Canada.
9. Selected model is an International 4300 LP at \$5,000 more than the Freightliner M2; both are offered by Foster Coach-Horton. The desire to select the International chassis is at the request of the MSC Mechanic Leadperson Blohowiak and is based on ease of repairs and on-going maintenance, existing MSC parts inventory and technician familiarization with this brand of truck.

Referring to Attachment C, the price point listed does include a \$2,500 membership discount (Wisconsin Emergency Medical Services Association member) and a 3% rebate for cash payment within 10 days of the vehicle order being placed. Also, the mission critical loose equipment (described in the same attachment) is being requested for purchase at this time as well.

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve our request to purchase a 2017 Horton/International Type I, Medium Duty, and configuration walk through ambulance for a delivered total price of \$254,998 (includes the 2007 ambulance trade-in) and forward the recommendation for final approval by the City of De Pere Common Council. To complete this purchase, the Fire Rescue Department is also requesting an additional appropriation of \$4,998 to be approved by City Council from the 2016 Capital Projects Fund to be added to this line account.

FIRE RESCUE DEPARTMENT FLEET MANAGEMENT STATUS

MARCH 9, 2016

ATTACHMENT A

Vehicle Description	Model Year	Mileage	Engine Hours	Pump Hours	Location	Functional Ability
Engine 111	1997 Pierce Saber (19-years old) Out of Service Permanently	56,051 miles	5,769	1,018	East Side	Frame Failure
Engine 121	2001 Pierce Saber (15-years old)	77,771 miles	6,699	2,087	East Side	Fire Engine – Water, Pump, Hose, Ladders, Compressed Air, Foam, Rescue Tools “Jaws”
Engine 122	1995 Pierce Saber (21-years old)	43,255 miles	4,250	1,106	West Side	Fire Engine – Water, Pump, Hose, Ladders
Ladder 111	1993 Pierce Arrow (23-years old)	35,411 miles	4,068	---	East Side	Aerial Ladder – 100-Foot Platform, Ladders
Ambulance 111	2009 Ford/Horton (7-years old)	87,518 miles	6,227	---	East Side	Ambulance – Advanced Life Support, Transport
Ambulance 112	2007 Ford Medtec (9-years old)	78,270 miles	6,267	---	East Side	Ambulance – Basic Life Support, Transport
Ambulance 121	2014 Chevrolet/Horton (2-year old)	27,728 miles	1,965	---	West Side	Ambulance – Advanced Life Support, Transport
Chief 101	2007 Dodge Ram (9-years old)	47,047 miles	---	---	East Side	Command Vehicle - Rescue Tools “Jaws”
Chief 102	2006 Chevrolet 2500 (11-years old)	51,530 miles	---	---	East Side	Command Vehicle

**DE PERE FIRE RESCUE
PROPOSAL F-16-01**



**QUOTATION FOR ONE (1) 2016 OR CURRENT PRODUCTION YEAR
TYPE 1, MEDIUM DUTY, CONFIGURATION WALK
THROUGH AMBULANCE**

**TABULATION OF BIDS
BID OPENING: MARCH 4, 2016 AT 3:00 P.M.**

ATTACHMENT B

<u>COMPANY</u>	<u>BASE BID PRICE</u>	<u>TRADE-IN ALLOWANCE</u> (Base bid pricing does reflect trade-in allowance)
1. Pomasl Fire Equipment Antigo, WI	\$242,365 (Demers)	\$8,500 *
2. Foster Coach Sterling, IL	\$250,733 (Freightliner) \$255,594 (International)	\$8,500 * \$8,500 *
3. Everest Emergency Vehicles, Inc. St. Paul, MN	\$270,250 (Road Rescue)	\$15,000 *
4. North Central Emergency Vehicles Lester Prairie, MN	\$278,952 (Braun)	\$7,500 *

* Trade-in allowance is reflected in the base bid price

DE PERE FIRE RESCUE					
COST COMPARISON USE CHART					
ATTACHMENT C					
	Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5
	POMASL- Demers	FOSTER COACH- HORTON	FOSTER COACH- HORTON	EVEREST- ROAD RESCUE	NORTH CENTRAL AMBULANCE SERVICE- BRAUN
LOCATION	ANTIGO, WI	STERLING, IL	STERLING, IL	ST. PAUL, MN	LESTER PRAIRIE, MN
Cab and Chassis	2016 Freightliner M2	2017 Freightliner M2	2017 International 4300 LP	2017 International 4300 LP	2017 International 4300 LP
Body	Demers MXP170 Medium Duty	Model 623	Model 623	Ultramedic Type I Medium Duty	Super Chief
Complete Unit Price: Not Including Equipment	\$242,365	\$259,233	\$264,094	\$285,250	\$271,452
Trade in Allowance	\$8,500	\$8,500	\$8,500	\$15,000	\$7,500
Early Payment Discounts/Terms		Horton will pay 3% per annum interest rate from time of receipt prepayment check until time of completion at horton factory	Horton will pay 3% per annum interest rate from time of receipt prepayment check until time of completion at horton factory		
Other		Pre Payment due within 10 days of order placed. Pre Payment discount: \$4750.00	Pre Payment due within 10 days of order placed. Pre Payment discount: \$4750.00		
Other		Additional \$2500.00 per unit will be received after delivery through the WEMSA Discount	Additional \$2500.00 per unit will be received after delivery through the WEMSA Discount		
Total Net Unit Price	\$242,365	\$243,483	\$248,344	\$270,250	\$278,952
Warranties					
Modular Body	25 year(considered life of vehicle)	30 year	30 year	Lifetime	Lifetime

Cabinet	25 year(considered life of vehicle)	30 year	30 year	Lifetime	Lifetime
Product Conversion Warranty	5 year/ 180,000 miles materials and workmanship	2 year/24,000 mile	2 year/24,000 mile	5 years/ 60,000 mile adds \$2000.00 to price	2 Year/ 30,000 mile
Electrical	5 year/ 180,000 miles	10 year/ 100,000	10 year/ 100,000	6 year/72,000 mile	7 Year/ 84,000 miles
CNG Option	Does Not Meet NFPA	Does Not Meet NFPA	Does Not Meet NFPA	Does Not Meet NFPA	Does Not Meet NFPA
Optional Equipment					
Loose Oxygen Tank Boss	2,195 + Shipping Liamatic QR-CL Tank Lift \$1,795	\$2,099	\$2,099	Vertical \$2,500 Horizontal \$2,500	\$2,100
Mobile Radio and MDC uninstall and reinstallation	\$500	\$720	\$720	\$1,131.52	\$2,000
Portable radio 12V Charge base uninstall and reinstall	\$150	\$115	\$115	\$165	\$500
Communication Headsets	Wireless \$5,150 Wired: \$2,790	Wireless: \$3,630 Wired: \$3,030	Wireless: \$3,630 Wired: \$3,030	Wireless: \$460 Wired: \$680	N/A for both
Mounting 3 Fire Vulcan Hand lights	\$150	\$90	\$90	N/C	\$300
Vinyl seat covers		\$100 or credited if ordered with chassis	\$100 or credited if ordered with chassis	Standard in Chassis spec	N/A
TOTAL OPTIONS PRICE	\$5,785	\$6,054	\$6,054	\$4,311.52	\$4,900

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

MEETING DATE: April 19, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from Finance & Personnel Committee to approve Construction Change Orders for Fire Station #2 Renovation.

ATTACHMENTS:

- ST 2 CHANGE ORDERS (PDF)

City of De Pere Fire Department

Memo

To: Honorable Mayor Walsh
Members of the Finance and Personnel Committee
From: Dennis L. Rubin, Fire Chief *DL Rubin*
Date: April 11, 2016
Subject: Fire Station 2 Renovation – Construction Change Orders

The Fire Department is requesting permission to move forward with four (4) construction change orders for materials and workmanship needed to complete the renovation at Fire Station 2 located at 1180 Grant Street (West Side). The four (4) requested change orders are listed below:

- | | |
|---|----------------|
| 1. Adding a locker room in the basement & furring out a wall to support the column west of the bunk room area to support the roof | \$9,610 |
| 2. Revising the kitchen layout to incorporate a commercial style range with hood vs. residential style appliance | \$1,150 |
| 3. Add data cabling with termination point | \$6,440 |
| 4. Relocate electrical from concrete topping to overhead | <u>\$5,725</u> |

Total Contract Increase: \$22,925

De Pere Fire Station #2 - Remodel: Construction Changes				4/8/2016
Item #	Change Description	Requested By	Cost Change	Accepted by City
1	CB#2: 1. Add basement Locker Room, Move wall in first floor corridor / eliminate locker area 2. Fur out wall at support column and west wall of Bunk Room 104.	1. City 2. Unforeseen	\$9,610	STAFF RECOMMENDS
2	CB#3: Revised Kitchen layout / add gas at range / add Stainless Steel surround at Range	City	\$1,150	STAFF RECOMMENDS
3	CB#4: Addition of Casework to Corridor 106	City	\$6,582	REJECTED
4	CB#5: Addition of Data cabling / termination	City	\$6,440	STAFF RECOMMENDS
5	Electrical relocation from concrete topping to overhead	Unforeseen	\$5,725	STAFF RECOMMENDS
The base chart was prepared by SEH, Inc.				
Total of Requested Changes:			\$29,507	
Total of Recommended Changes:			\$22,925	\$0
			Original Contract Sum:	\$261,950
			Adjusted Contract Sum:	\$261,950

In summary, this project was budgeted in the FY15-16 Capital Improvement Plan at \$500,000. The following is a detailed breakdown of the current financial status of this project:

<u>STARTING FUND BALANCE:</u>	<u>\$500,000</u>	
1. Provide Fiber Optic Cable to this facility	<u>39,950</u>	(actual)
Project balance:	460,050	
2. Architectural design	<u>32,680</u>	(actual)
Project balance:	427,370	
3. Construction costs	<u>261,950</u>	(actual)
Project balance:	165,420	
4. Asbestos Abatement (testing and removal)	<u>2,000</u>	(estimate)
Project balance:	163,420	
5. Commercial appliances	<u>15,000</u>	(estimate)
Project balance:	148,420	
6. Extraction washer (machine for firefighting gear with installation)	<u>12,000</u>	(estimate)
Project balance:	136,420	
7. Technology, furnishings and household goods	<u>20,000</u>	(estimate)
Project balance:	116,420	
8. Apparatus room painting and floor sealed	<u>20,000</u>	(estimate)
Project balance:	96,420	
9. Miscellaneous items (dumpster, storage shed, rental, etc.)	<u>5,000</u>	(estimate)
Project balance:	91,420	
10. Fire Rescue radio equipment; removal, updates and installation	<u>15,000</u>	(estimate)
Project balance:	76,420	
11. Turn-out gear lockers, clothing lockers and shelving (installed by firefighters post construction)	<u>15,000</u>	(estimate)
Project balance:	61,420	
12. Outside lighting improvements (identified by MSC Maintenance – installed by City post construction)	<u>5,000</u>	(estimate)
Project balance:	56,420	
13. Foyer and office space floor covering (installed by firefighters post contract)	<u>4,000</u>	(estimate)
Project balance:	52,420	
14. If Council approved recommended Change Orders	<u>22,925</u>	
Project balance:	29,495 *	

*Available for unforeseen issues and contingency.

These essential changes are needed to properly complete this renovation work and to ensure that this facility is able to serve the City of De Pere citizens and visitors now and decades into the future. It is our belief that this project will be completed within the prescribed time (4-months) and within or under budget.

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve this request and forward it for final approval by the City of De Pere Common Council.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation by Finance Committee to Approve Police Purchase of Smart Board for Briefing Room

The police department has an opportunity to purchase an Aquos Smart Board for use in the briefing room. The Smart Board will replace the ancient chalk board that has just recently been removed. Attached is a quote for the product.

The purpose of using a Smart Board is the capabilities it has versus a chalk board. The Smart Board has internet access, touch screen, electronic marker compatibility, ability to connect to a computer, and other modern features, and we don't have to clap erasers. The Smart Board will be used during briefings for mini training's (of about 10 minutes), videos of incidents, reviews of our policies in electronic forms, and other such uses. It would also be used for raid and search warrant briefings to show photographs of target locations, reviews of building schematics, etc. Further uses include citizen academy, Defense and Arrest Tactics and Firearms training in larger groups.

The cost of the unit we are considering varies depending on how new it is. A new unit is \$7,695, a refurbished unit is \$3,795 and a used unit is \$2,795. All come with a warranty. I am proposing to purchase a refurbished unit due to it being checked and repaired (if needed) by trained technicians. The purchase will be sourced from two accounts. First, a \$600 mini grant from Shopko will be applied from the donations account. Second, the remaining balance will be used from the police Federal Asset Forfeiture account. Federal asset forfeiture rules allow for such purchases of equipment and this purchase falls into this acceptable category.

The Finance Committee recommends this purchase. Thank you for your consideration. If you should have any questions, please contact me at your convenience.

ATTACHMENTS:

- Aquos Proposal - City of De Pere (PDF)



SHARP®

Prepared For:



Presented By: Matt Carter
03.30.2016

The Office Technology Group

731 W Glendale
Appleton, WI 54914
P (920) 750-7737

Dear Jedd,

Thank you for allowing The Office Technology Group to present our Sharp Aquos Interactive Display as a solution to your business needs. We look forward to the opportunity to earn your business and are committed to providing top quality, responsive service and innovative solutions.

The Office Technology Group has been collaborating with businesses in the community since 1991 and is one of the largest and fastest growing multifunctional product dealers in the Midwest today. Recently the *Business Journal* listed our company as the fifth largest office supply firm in the southeast area. Our success and rapid growth are a direct result of our strong record of total customer satisfaction along with solutions provided at a great value. At The Office Technology Group we recognize that your confidence is a result of reliable high quality solutions, fast competent service, and aggressive maintenance agreements. *Simply put, we strive to provide the best overall value for our clients!*

The Office Technology Group has factory trained, certified and authorized technicians. The OTG has locally inventoried equipment, supplies, and parts in an effort to provide the most effective technical assistance for your multifunctional products. We pride ourselves on industry leading response to all of our customer service requests. Our success is measured by your total satisfaction.

If there is anything I can do to be of service, or if you have any questions, please feel free to contact me at 920.750.7737 or email mcarter@theotg.com.

Again, I thank you for this opportunity!

Sincerely,

Matt Carter



Customer Loyalty – **The Office Technology Group** is a family owned, Milwaukee based, company that has been providing southeastern Wisconsin with high quality customer service and the award winning SHARP® MFP line since 1991.

Personal Attention – All incoming calls are answered by a member of our customer relationship team. We DO NOT use automated attendants.

Service Excellence – **GUARANTEED 4hr Service Response Time** with our current average being just over 2hrs.

Delivery and Setup – The Office Technology Group will deliver and setup your equipment on the network at **NO ADDITIONAL CHARGE**.

Factory Trained Technicians – All of our service technicians are factory trained and certified. They are equipped with electronic PDAs which allows for timely dispatch to our client's locations.

Available Training – The Office Technology Group provides **FREE** on-going training to our client throughout the life of their equipment at no additional charge.

Building Relationships – A dedicated relationship team, including your account executive, is assigned to your company to ensure the highest level of customer satisfaction.

Parts and Supplies – The Office Technology Group offers many methods of ordering parts and supplies. Our clients can order via phone, fax, email or www.theotg.com providing quick and responsive purchasing tailored to each client's needs.

Cutting Edge Software – The Office Technology Group has joined with a wide range of technology and software partners to provide our clients with business solutions tailored to their specific needs. These relationships are made possible by utilizing the embedded OSA functionality found only in SHARP®.

Connectivity Specialists – Employing network connectivity specialists provides us with the ability to meet the increasing demand from our customers. Our goal is to make highly productive technology readily available to them and to have the ability to deploy these solutions in a timely fashion.



Get to Know Your Dedicated Office Technology Group Sales & Service Relationship Team

Your Equipment Team

Sales McSalsey, SAE
8858 W. Schlenger Avenue
Milwaukee, WI 53214
Office (414) 475-0522
Direct (414) 773-0700
Fax (414) 475-0620
Email smcsalesy@theotg.com

Your Management Team

Alex Piszczek, Sales Manager
8858 W. Schlenger Avenue
Milwaukee, WI 53214
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Direct (414) 773-0730
Fax (414) 475-0620
Email apiszczek@theotg.com

Your IT Team

Richard Pozayt, IT Director
8858 W. Schlenger Avenue
Milwaukee, WI 53214
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Direct (414) 773-0708
Fax (414) 475-0620
Email rpozayt@theotg.com

Your Supplies Team

Rich Rekowski, Supplies Manager
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Direct (414) 773-0741
Fax (414) 475-0620
Email rrekowski@theotg.com

Your Service Team

Ted Jorin, Service Manager
8858 W. Schlenger Avenue
Milwaukee, WI 53214
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Direct (414) 773-0718
Fax (414) 475-0620
Email tjorin@theotg.com

Your Ownership Team

Dave & Natalie Weiss
8858 W. Schlenger Avenue
Milwaukee, WI 53214
Office (414) 475-0522
Direct (414) 773-0777
Fax (414) 475-0620
Email dweiss@theotg.com



Investment

SHARP® Aquos PN-L703B

\$7695/New

SHARP® Aquos PN-L703BR Specifications

70" Class Interactive Display System

- Sharp Refurbished

Brilliant High Definition LED Display

1920 x 1080 Resolution

Display, Annotate, Store and Share Information

Built-In Templates, Calendar and To-Do Lists

Direct Connectivity

- Sharp MFP Import/Export

Digital Engine DE5100I – PC

- Intel Core i5-3210M Processor 2.50GHz, 3MB

- 4GB DDR3-1600MHz SODIMM Notebook Memory

- 240GB 2.5" SATA III MLC Internal Solid state disk (SSD)

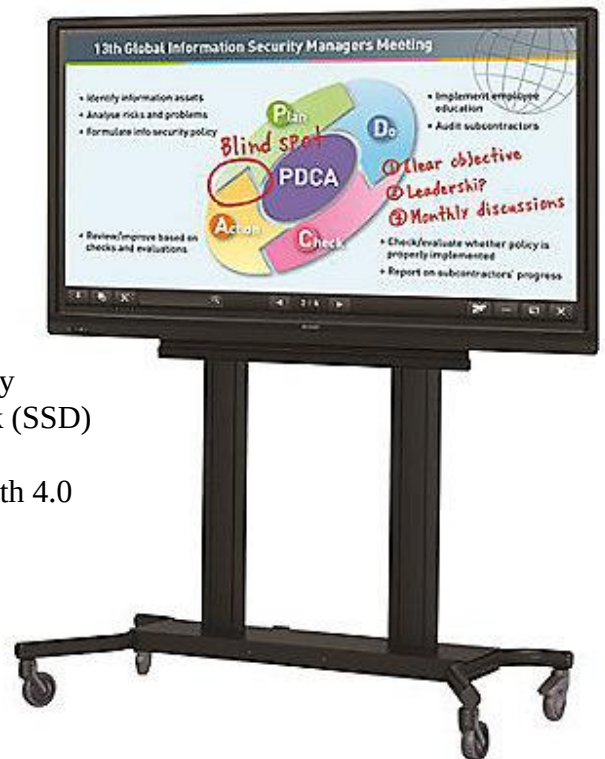
- 8X SATA DVD+/-RW Internal Slim Drive (tray)

- Intel Dual Band 7260 IEEE 802.11 Wi-Fi + Bluetooth 4.0

Rolling Cart Floor Stand

3 Year Warranty

Delivery & Installation



Optional Accessories

Logitech Wireless Keyboard and Mouse

Logitech HD Pro Webcam C920 (1080p Video)

40" Vizio 2.0 Home Theatre Sound Bar

Investment

\$59.00

\$99.00

\$200.00

- * All new products are covered by Office Technology Group Total Satisfaction Guarantee
- * Correct power specifications (if different from standard 110V/15A) are enclosed (included in price quoted above)





Investment

SHARP® Aquos PN-L702BR

\$3795/Refurb

SHARP® Aquos PN-L702BR Specifications

70" Class Interactive Display System

- Sharp Refurbished

Brilliant High Definition LED Display

1920 x 1080 Resolution

Display, Annotate, Store and Share Information

Built-In Templates, Calendar and To-Do Lists

Direct Connectivity

- Sharp MFP Import/Export

Digital Engine DE5100I – PC

- Intel Core i5-3210M Processor 2.50GHz, 3MB

- 4GB DDR3-1600MHz SODIMM Notebook Memory

- 240GB 2.5" SATA III MLC Internal Solid state disk (SSD)

- 8X SATA DVD+/-RW Internal Slim Drive (tray)

- Intel Dual Band 7260 IEEE 802.11 Wi-Fi + Bluetooth 4.0

Rolling Cart Floor Stand

1 Year Warranty

Delivery & Installation



Optional Accessories

Investment

Logitech Wireless Keyboard and Mouse

\$59.00

Logitech HD Pro Webcam C920 (1080p Video)

\$99.00

40" Vizio 2.0 Home Theatre Sound Bar

\$200.00

- * All new products are covered by Office Technology Group Total Satisfaction Guarantee
- * Correct power specifications (if different from standard 110V/15A) are enclosed (included in price quoted above)





Investment

SHARP® Aquos PN-L702BU

\$2795/Used

SHARP® Aquos PN-L702BU Specifications

70" Class Interactive Display System

- Sharp Refurbished

Brilliant High Definition LED Display

1920 x 1080 Resolution

Display, Annotate, Store and Share Information

Built-In Templates, Calendar and To-Do Lists

Direct Connectivity

- Sharp MFP Import/Export

Digital Engine DE5100I – PC

- Intel Core i5-3210M Processor 2.50GHz, 3MB

- 4GB DDR3-1600MHz SODIMM Notebook Memory

- 240GB 2.5" SATA III MLC Internal Solid state disk (SSD)

- 8X SATA DVD+/-RW Internal Slim Drive (tray)

- Intel Dual Band 7260 IEEE 802.11 Wi-Fi + Bluetooth 4.0

Rolling Cart Floor Stand

90 Year Warranty

Delivery & Installation



Optional Accessories

Investment

Logitech Wireless Keyboard and Mouse

\$59.00

Logitech HD Pro Webcam C920 (1080p Video)

\$99.00

40" Vizio 2.0 Home Theatre Sound Bar

\$200.00

* All new products are covered by Office Technology Group Total Satisfaction Guarantee

* Correct power specifications (if different from standard 110V/15A) are enclosed (included in price quoted above)



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Human Resources

FROM: Carey Danen

SUBJECT: Recommendation from Finance/Personnel Committee to Increase Video Production Coordinator One Pay Grade Due to Change in Responsibilities

ATTACHMENTS:

- memo to finance and Council adjustment Video Production Coordinator (DOCX)
- Video Production and Marketing Coordinator- April 2016 (DOCX)

MemoCity of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Consideration of Moving Video Production Coordinator up One Pay Grade Due to Increase in Responsibilities
 Date: April 12, 2016

Note: The Finance/Personnel Committee approved the request as recommended.

In 2013, the City hired Carlson and Dettmann consulting firm to conduct a classification and compensation study of all of non-union positions. The new compensation plan was then implemented in 2014. The City's compensation policy says that pay grade ranges, classifications, and internal pay compensation issues will be reviewed on an as needed basis, at least every 5 years, in order to properly reflect both the external municipal job market and internal pay equity. The policy allows for pay changes in between a review of all positions if an employee's job duties have changed sufficiently to warrant a reevaluation.

The Video Production Coordinator position has had a change in responsibilities which warranted a review of the position. Additional IT related responsibilities have been added to the position which are outlined in the attached job description. This position is responsible for:

1. Creating and disseminating video and audio content for the City of De Pere's government access station to provide government information and transparency to residents;
2. Managing station operations;
3. Managing City social media accounts to reach a larger and more diverse audience; and
4. Providing IT support for internal personnel to allow end users to accomplish operational tasks

Carlson and Dettmann consulting firm reviewed the change in responsibilities and are recommending that the position be increased one pay grade level.

- **Current** Grade Level F \$16.89-\$23.16
- **Proposed** Grade Level G \$18.74-\$25.71

I am in agreement with this recommendation. The wage increase is \$2.01 per hour. Based on the remaining payrolls, the total cost to the 2016 budget is \$2,734. The department does not have sufficient funds to cover the cost of this increase. Therefore, we are asking to allocate monies from the unassigned funds. If you have any questions please feel free to contact me at 339-4045.

Thank you.

CITY OF DE PERE JOB DESCRIPTION

I. IDENTIFICATION:

Position Title: Video Production and Marketing Coordinator
Dept. / Division: Information Management
Reports To: Information Technology Administrator
Supervises: None
FLSA Status: Non-exempt
Job Summary: Perform a full range of video production duties to support the on-going operation of De Pere-TV, the City's government access cable television channel. Coordinate and monitor live and videotaped productions. Operate, install, maintain, and troubleshoot City TV equipment and develop advertising and promotional campaign. [Provide IT desktop support and assist in IT projects. Manage primary social media accounts for the City, and provide support to other departments in their social media efforts.](#)

II. ESSENTIAL FUNCTIONS:

Direct camera, audio, lighting, video engineering, off-line and on-line editing, graphics, playback operations, video tape recording, program scheduling, and new technology implementation. Coordinate and monitor live and videotaped coverage of public meetings.

Develop advertising and promotional campaigns for businesses and others interested in advertising on the cable television channel. Solicit donations and sponsorship revenues. Serve as initial point of contact for sales.

Build and maintain a web presence for the cable television channel.

Determine the proper encoding and exporting settings for maximum quality while maintaining compatibility with output sources.

Provide technical and administrative assistance to interns and production staff. Train staff members in the proper use of video production equipment.

[Provide desktop and IT support to internal personnel. Troubleshoot and solve technical issues related to computer hardware, software, networks, servers, etc. Assist the Information Technology Administrator with projects and tasks.](#)

[Manage and maintain the primary social media accounts for the City of De Pere. Post relevant content and information on behalf of the City to reach a different demographic and increase followers. Assist and support departmental social media users in their efforts.](#)

Perform other duties as assigned.

III. KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of a wide range of video and audio equipment. Knowledge of circuit boards, processors, chips, electronic equipment, and computer hardware and software, including applications and programming. Knowledge of media production, communication, and dissemination techniques, and

Video, Production, and Marketing Coordinator
Department of Information Technology
Page 2

methods including alternative ways to inform and entertain via written, oral, and visual media.

Skill in project management to effectively schedule shoots. Skills in preparing and executing work orders, contracts and budgets are necessary. Skill in the operation of equipment needed to effectively perform the duties and responsibilities of the position, including video and audio production equipment, studio lighting, and computers ~~including~~.

Knowledge of computers and peripherals. Ability to understand, troubleshoot, and solve IT related issues including hardware, software, networks, servers, etc. Effectively communicate technical details to City employees.

Knowledge of social media best practices in a government or business environment.

Ability to process confidential information with discretion. Ability to communicate effectively both orally and in writing with business representatives, elected officials, department heads, the general public, and other City employees with courtesy and tact. Ability to develop and maintain effective working relationships with staff and the public. Ability to promote, sell and market sponsorships and services to community sources and partners to create revenue. Ability to utilize a computer and required software.

May be required to demonstrate minimum competency by successfully passing approved tests.

IV. MINIMUM EDUCATION AND EXPERIENCE REQUIRED:

1. Associate's Degree, from an accredited college or university, in Television Production, or related field.
2. One year of experience performing similar duties is desired.

A combination of education and experience may be considered.

V. PHYSICAL REQUIREMENTS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential duties and responsibilities of this job:

While performing the duties of this job, the employee is regularly required to communicate with others in person and on the telephone. Occasionally lift up to 70 lbs. without assistance. Frequently required to travel to other locations within and outside the City, and use hands to finger, handle, or feel. Regularly required to stand and walk. Frequently required to attend meetings. Extended periods of standing during certain video recording sessions. Occasionally required to kneel and crawl.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. This position description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the position. I have read the above position description and understand the duties and responsibilities of the position.

Video, Production, and Marketing Coordinator
Department of Information Technology
Page 3

Employee Name (Please Print)

Date

Employee Signature

| Date last modified: ~~July 1, 2014~~ April 6, 2016

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Information Technology

FROM: Kevin Clark

SUBJECT: Recommendation from the Finance/Personnel Committee to approve \$250 donation from the Kress Inn and Bemis Conference Center in support of De PereTV.

The Finance/Personnel Committee is recommending staff's request to accept a \$250 donation from the Kress Inn & Bemis Conference Center in support of De PereTV. The donation will be used to support station operations. The Kress Inn & Bemis Conference Center will be recognized as a supporter on TV and online for a period of one year as well as acknowledged by a letter of thanks and appreciation.

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

MEETING DATE: April 19, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #16-05 Amending Chapter 8, De Pere Municipal Code
Regarding Possession of Knives

ATTACHMENTS:

- Ordinance #16-05 (DOCX)
- Mayor & F-P - Amending Ch 8 3-23-16-148-007-11 (DOCX)
- Sec._8_12.____Firearms_restricted_in_certain_city_buildings redlined (DOCX)
- Sec._8_1.____Offenses_against_state_law_subject_to_forfeiture redlined (DOCX)

ORDINANCE #16-05

AMENDING CHAPTER 8 DE PERE MUNICIPAL CODE
REGARDING POSSESSION OF WEAPONS IN CITY BUILDINGS

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

SECTION 1: Section 8-12(a) and (b) *Firearms restricted in certain city buildings*, is
hereby repealed and recreated as follows:

(a) *Definitions.*

- (1) Firearm means a weapon that acts by force of gunpowder.
 - (2) Knife means sabers, swords, meat cleavers, box cutters, utility knives, razor blades, excluding safety razors, and other bladed devices of any length except for a pocket knife with a blade of less than 2 ½ inches in length.
 - (3) Law enforcement means any person employed by the State of Wisconsin or any political subdivision of this state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances he or she is employed to enforce.
 - (4) Weapon means a handgun, an electronic weapon as defined at Wis. Stats. §941.295(1c)(a), or a billy club.
- (b) In addition to the regulations concerning possession of certain weapons in the City found in §8-2(c)(1), and in addition to the provisions of Wis. Stats. §175.60 enumerating places where the carrying of a weapon, a knife or a firearm is prohibited, including exceptions thereto, it shall be unlawful for any person other than a law enforcement officer to enter the following city municipal buildings while carrying a prohibited weapon, a knife or a firearm:
- (1) City Hall.
 - (2) Fire Station #1.
 - (3) Fire Station #2.
 - (4) Community center.
 - (5) Legion Park pool house.
 - (6) VFW Park pool house.
 - (7) All city well/pump stations.
 - (8) Municipal service center.

SECTION 2: Section 8-1 *Offenses against state law subject to forfeiture*, is hereby amended by incorporating the prohibitions found in Wis. Stats. §941.231, carrying a concealed knife, as §8.9431.231 of this Code.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____
Board/Committee Approval: _____
Publication Date: _____
Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee

From: Judith Schmidt-Lehman, City Attorney

RE: Proposed Ordinance Changes Regarding Carrying Concealed Knives and Possession of Knives in City Buildings

Date: March 23, 2016

Recent changes to state law have resulted in knives no longer being defined as a “weapon”. Generally, this change in turn results in removing knives from the prohibition against carrying a concealed weapon and results in knives not being considered a weapon for purposes of prohibiting them in municipal buildings. The legislation does prohibit a person who is prohibited from possessing a firearm from carrying a concealed weapon. The legislation also allows municipalities to prohibit the possession of knives on municipal property.

The proposed draft ordinance revises current ordinance as follows:

1. Revised the definition of weapon to conform with state law;
2. Creates a definition of knife (which is consistent with Federal Transportation Security Administration definitions);
3. Prohibits the possession of knives in city buildings consistent with the prohibition of firearms; and
4. Makes clear that the restrictions found in §8-2 concerning carrying other loaded or uncased/uncovered weapons are likewise prohibited in city buildings.

The Police Department requested that this ordinance be drafted and placed on the Finance/Personnel agenda for review and recommendation to the Common Council.

If you have any questions or concerns, please feel free to call me at your convenience.

c: Alderpersons Boyd, Kneiszel, Raasch and Bauer
H:\jdupont\Memos\2016\Mayor & F-P - Amending Ch 8 3-23-16-148-007-11.docx

Sec. 8-12. - Firearms restricted in certain city buildings.

(a) Definitions.

(1) Firearm means a weapon that acts by force of gunpowder.

(2) Knife means sabers, swords, meat cleavers, box cutters, utility knives, razor blades, excluding safety razors, and other bladed devices of any length except for a pocket knife with a blade of less than 2 ½ inches in length.

(23) Law enforcement means any person employed by the State of Wisconsin or any political subdivision of this state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances he or she is employed to enforce.

(34) Weapon means a handgun, an electronic weapon as defined at Wis. Stats. § 941.24941.295(1c)(a), or a billy club.

(b) In addition to the regulations concerning possession of certain weapons in the City, and in addition to the provisions of Wis. Stats. § 175.60 enumerating places where the carrying of a weapon, a knife or a firearm is prohibited, including exceptions thereto, it shall be unlawful for any person other than a law enforcement officer to enter the following city municipal buildings while carrying a weapon, a knife or a firearm:

(1) City Hall.

(2) Fire Station #1.

(3) Fire Station #2.

(4) Community center.

(5) Legion Park pool house.

(6) VFW Park pool house.

(7) All city well/pump stations.

(8) Municipal service center.

(c) Signs meeting the requirements of Wis. Stats. § 943.13(2)(bm)1 shall be posted in prominent places near all entrances of such buildings regarding such restrictions.

(d) Any person who enters or remains in any aforementioned city building contrary to such signage shall be considered a trespasser subject to penalty as proscribed under § 8.943.13 of this code.

(Ord. No. 11-13, § 1, 8-2-2011)

Sec. 8-1. - Offenses against state law subject to forfeiture.

The following state statutes, together with all amendments thereto as may be enacted from time to time, are hereby adopted and incorporated by reference as if fully set forth in this section. The penalty for violation of these statutes shall be determined by Resolution of the Common Council.

8.167.10, fireworks regulated (Wis. Stats. § 167.10);

8.167.31, safe use and transportation of firearms and bows (Wis. Stats. § 167.31);

8.254.92, purchase or possession of cigarettes or tobacco products by persons under 18 prohibited (Wis. Stats. § 254.92).

8.940.19(1), battery; substantial battery; aggravated battery (Wis. Stats. § 940.19(1));

8.941.13, false alarm (Wis. Stats. § 941.13);

8.941.20, endangering safety by the use of a dangerous weapon (Wis. Stats. § 941.20);

8.941.23, carrying concealed weapon (Wis. Stats. § 941.23);

8.941.231, carrying a concealed knife (Wis. Stats. § 941.231);

8.941.235, carrying a firearm in a public building (Wis. Stats. § 941.235);

8.941.237, carrying a handgun where alcohol beverages may be sold or consumed (Wis. Stats. § 941.237);

8.941.26, machine guns and other weapons; use in certain cases; penalty (Wis. Stats. § 941.26);

8.941.28, possession of short barreled shotgun or short barreled rifle (Wis. Stats. § 941.28);

8.941.29, possession of firearms (Wis. Stats. § 941.29);

8.941.37, obstructing emergency or rescue personnel (Wis. Stats. § 941.37);

8.943.01(1), damage to property (Wis. Stats. § 943.01(1));

8.943.13, trespass to land (Wis. Stats. § 943.13);

8.943.14, criminal trespass to dwelling (Wis. Stats. § 943.14);

8.943.15, entry onto a construction site or into a locked building, dwelling or room (Wis. Stats. § 943.15);

8.943.20, theft (Wis. Stats. § 943.20);

8.943.21, fraud on a hotel or restaurant keeper, recreational attraction, taxicab operator, or gas station (Wis. Stats. § 943.21);

8.943.225, refusal to pay for motor bus ride (Wis. Stats. § 943.225);

8.943.34, receiving stolen property (Wis. Stats. § 943.34);

8.943.37, alteration of property identification marks (Wis. Stats. § 943.37);

8.943.38, forgery (Wis. Stats. § 943.38);

8.943.41, financial transaction card crimes (Wis. Stats. § 943.41);

- 8.943.45, theft of telecommunications service (Wis. Stats. § 943.45);
- 8.943.46, theft of video service (Wis. Stats. § 943.46);
- 8.943.47, theft of satellite cable programming (Wis. Stats. § 943.47);
- 8.943.50, retail theft; theft of services (Wis. Stats. § 943.50);
- 8.943.55, removal of shopping cart (Wis. Stats. § 943.55);
- 8.943.61, theft of library material (Wis. Stats. § 943.61);
- 8.943.70, computer crimes (Wis. Stats. § 943.70);
- 8.943.82, fraud against a financial institution (Wis. Stats. § 943.82);
- 8.943.201, unauthorized use of individual's personal identifying information or documents (Wis. Stats. § 943.201);
- 8.944.15, public fornication (Wis. Stats. § 944.15);
- 8.944.17, sexual gratification (Wis. Stats. § 944.17);
- 8.944.20, lewd and lascivious behavior (Wis. Stats. § 944.20);
- 8.945.02, gambling (Wis. Stats. § 945.02);
- 8.946.41, resisting or obstructing officer (Wis. Stats. § 946.41);
- 8.946.42, escape (Wis. Stats. § 946.42);
- 8.947.01, disorderly conduct (Wis. Stats. § 947.01);
- 8.947.012, unlawful use of telephone (Wis. Stats. § 947.012);
- 8.947.0125, unlawful use of computerized communication systems (Wis. Stats. § 947.0125);
- 8.947.013, harassment (Wis. Stats. § 947.013);
- 8.947.04, drinking in common carriers (Wis. Stats. § 947.04);
- 8.947.06, unlawful assemblies and their suppression (Wis. Stats. § 947.06);
- 8.948.51, hazing (Wis. Stats. § 948.51);
- 8.948.605, gun-free school zone (Wis. Stats. § 948.605);
- 8.951.01 - 8.951.18, crimes against animals (Wis. Stats. §§ 951.01 - 951.18);
- 8.961.41(3g), possession (Wis. Stats. § 961.41(3g));
- 8.961.573(1) and (2), possession of drug paraphernalia (Wis. Stats. § 961.573);
- 8.961.574(2), manufacture or delivery of drug paraphernalia (Wis. Stats. § 961.574(2));
- 8.961.575(2), delivery of drug paraphernalia to a minor (Wis. Stats. § 961.575(2)).

For purposes of charging and prosecution of any forfeiture action under this Code, the city hereby adopts section Wis. Stats. § 939.05, party to a crime, and section Wis. Stats. § 939.32, attempt.

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

MEETING DATE: April 19, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #16-06 Amending §10-17 De Pere Municipal Code
Regarding Records Custodian

ATTACHMENTS:

- Ord16-amending §10-17 (DOCX)
- Mayor & F-P - Amending §10-7 3-21-16 (DOCX)
- Sec._10_17.____Public_records redlined (PDF)

ORDINANCE #16-06

AMENDING SECTION 10-17 DE PERE MUNICIPAL CODE
REGARDING DESIGNATION OF LEGAL CUSTODIANS AND PUBLIC OFFICES

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

SECTION 1: Section 10-17(c)(1) *Legal custodians*, is hereby amended by adding the following department head position to the designated legal custodians of record listed therein: Information Technology Administrator.

SECTION 2: Section 10-17(d) *Local public offices*, is hereby amended by adding the following department head position to the City offices listed therein: Information Technology Administrator.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: _____

Publication Date: _____

Effective Date: _____

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney
RE: Amending §10-17(c) De Pere Municipal Code (DPMC)
Date: March 21, 2016

Under §10-17(c) of the DPMC, the various department heads are delegated the responsibility of records custodian for the records kept and maintained by that department. We discovered recently (in response to a public records request) that when the position of Information Technology Administrator was created (late 1990s), the ordinance was not amended to include that position.

This proposed amendment incorporates the responsibilities of records custodian for that department head position.

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

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Sec. 10-17. - Public records.

- (a) Definitions. The provisions of Wis. Stats. §§ 19.32—19.39 are adopted in this section as if fully set forth in this section. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Authority means any of the following city entities having custody of a city record: an office, elected official, agency, board, commission, committee, council, department or public body, corporate and politic, created by constitution, law, ordinance, rule or order; or a formally constituted subunit of the foregoing.

Custodian means that officer, department head, division head, or employee of the city designated under subsection (c) of this section or otherwise responsible by law to keep and preserve any city records or file, deposit or keep such records in the officer's office, or is lawfully in possession or entitled to possession of such public records, and who is required by this section to respond to requests for access to such records.

Local public office has the meaning given in Wis. Stats. § 19.42(7W) and also includes any appointive office of position of the City of De Pere government unit in which an individual serves as the head of a department, agency or division of the city, but does not include any office or position filled by a municipal employee as defined in Wis. Stats. § 111.70(4)(i).

Record means any material on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by an authority. The term "record" includes, but is not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes and computer printouts. Record does not include drafts, notes, preliminary computations and like materials prepared for the originator's personal use or prepared by the originator in the name of a person for whom the originator is working; materials which are purely the personal property of the custodian and have no relation to the officer's office; materials to which access is limited by copyright, patent or bequest; and published materials in the possession of an authority other than a public library which are available for inspection at a public library.

- (b) Duty to maintain records.

- (1) Except as provided under subsection (g) of this section, each officer and employee of the city shall safely keep and preserve all records received from his or her predecessor or other persons and required by law to be filed, deposited or kept in his or her office or which are in the lawful possession or control of the officer or employee or the officer's deputies, or to the possession or control of which the officer or they may be lawfully entitled as such officers or employees.
- (2) Upon the expiration of an officer's term of office or an employee's term of employment, or whenever the office or position of employment becomes vacant, each such officer or employee shall deliver to the officer's successor all records then in the officer's custody, and the successor shall receipt therefor to the officer or employee, who shall file the receipt with the city clerk-treasurer. If a vacancy occurs before a successor is selected or qualifies, such records shall be delivered to and receipted for by the clerk, on behalf of the successor, to be delivered to such successor upon the latter's receipt.

- (c) Legal custodians.

- (1) The clerk-treasurer, or in the officer's absence or disability or in case of vacancy, the deputy clerk is hereby designated the legal custodian of all city records. The clerk-treasurer may designate, in writing, that certain other city officers or employees act as the legal custodian of records ordinarily kept by such officer or employee. Authorized designees shall include the city administrator, assessor, attorney, building inspector, clerk-treasurer, director of parks, recreation and forestry, director of planning and economic development, director of public works, financial services director, fire chief, health officer director, human resources director, [information technology administrator](#) and police chief.

- (2) The legal custodian shall have full legal power to render decisions and to carry out the duties of an authority under Wis. Stats. ch. 19, subch. 11 and this section. The designation of a legal custodian does not affect the powers and duties of an authority under this section.
- (d) Local public offices. The following shall constitute local public offices in the city for the purposes of Wis. Stats. § 19.34(1).
- (1) Clerk-treasurer;
 - (2) City administrator;
 - (3) City attorney;
 - (4) City assessor;
 - (5) Building inspector;
 - (6) Director of parks, recreation and forestry;
 - (7) Director of public works;
 - (8) Director of planning and economic development;
 - (9) Human resources director;
 - (10) Financial services director;
 - (11) Police chief;
 - (12) Fire chief;
 - (13) Health officer director;
 - [\(14\) Information technology administrator.](#)

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

MEETING DATE: April 19, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #16-07 Amending 106-4(c) De Pere Municipal Code
Regarding Mobile Food Establishment License Fees

ATTACHMENTS:

- Ordinance #16-07 Amending 106-4(c) De Pere Municipal Code Re: Mobile Food Establishment License Fees (DOCX)
- Food Truck License Fee Ord changes memo (DOCX)
- Ord Food Truck License fees with changes 2016 (DOCX)

ORDINANCE #16-07

AMENDING §106-6 DE PERE MUNICIPAL CODE REGARDING
LICENSE FEE SETTING FOR MOBILE FOOD ESTABLISHMENT

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

SECTION 1: § §106-4(c)(2)d. and e., *License Required*, are hereby repealed and recreated to read as follows:

d. License fee. The license to operate a mobile food establishment shall be as determined by resolution of the Common Council. If an applicant requests a license under this subsection from an existing City of De Pere based business that sells food based products, the license, as determined by resolution of the Common Council, shall be less than the fee for a non-City of De Pere based business..

e. License renewal. Upon renewal of license, each applicant must provide a new application, such renewal fee as is determined by resolution of the Common Council and any new permitting documentation upon the license renewal. License renewal from an existing City of De Pere based businesses shall be as determined by resolution of the Common Council, which shall be less than the renewal fee for a non-City of De Pere based business. If the applicant fails to submit the application and renewal fee within 30 calendar days after the expiration of the license, the applicant shall reapply as a new applicant.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____
Board/Committee Approval: _____
Publication Date: _____
Effective Date: _____

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
 Members of the Finance/Personnel Committee
 From: Judith Schmidt-Lehman, City Attorney
 RE: Amending §106-4(c) De Pere Municipal Code (DPMC) Regarding Food Truck
 License Fees
 Date: April 12, 2016

Last year, the Council enacted §106-4(c) DPMC regarding mobile food establishments (food trucks.) Due to an oversight, the fees attendant with the license required under this ordinance were included in the ordinance itself rather than adopted by Resolution, which is the current Council practice. Therefore, the following proposed Ordinance and Resolution corrects this oversight by repealing the fee designations in the Ordinance and inserting language referencing fee setting by resolution. Please see the attached red-lined version of this paragraph of the ordinance.

Also attached is the accompanying Resolution setting the fees consistent with the fee structure in the current ordinance.

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

De Pere Municipal Code §106-4(c)

(2) *License required.*

- a. No mobile food vendor and/or mobile food establishment shall vend, sell or dispose of or offer to vend, sell or dispose of goods, wares or merchandise, produce or any other thing at any place whatsoever in the City of De Pere, without having obtained an approved license from the city clerk-treasurer.
- b. All mobile food establishments used for vending food shall be licensed for such use by the City of De Pere Health Department and all other applicable health agencies (hereinafter referred to as city health department). Mobile food establishments shall acquire the appropriate licenses and permits for any additional food items not required under this subsection if deemed necessary by the city health department.
- c. License. Every mobile food vendor shall have a license issued by the city clerk-treasurer to conduct business in the City of De Pere. Each mobile food establishment shall be licensed separately. A mobile food establishment license shall expire on June 30 each year.
- d. License fee. The license to operate a mobile food establishment shall be as determined by resolution of the Common Council~~\$500.00~~. If an applicant requests a license under this subsection from an existing City of De Pere based business that sells food based products, the license ~~fee shall be as determined by resolution of the Common Council, shall be less than the fee for a non-City of De Pere based business, \$300.00.~~
- e. License renewal. Upon renewal of license, each applicant must provide a new application, ~~as such~~ renewal fee as is determined by resolution of the Common Council~~of \$500.00~~, and any new permitting documentation upon the license renewal. License renewal from an existing City of De Pere based businesses shall be as determined by resolution of the Common Council, which shall be less than the renewal fee for a non-City of De Pere based business, \$300.00. If the applicant fails to submit the application and renewal fee within 30 calendar days after the expiration of the license, the applicant shall reapply as a new applicant.
- f. Transfer of license. A license issued under this subsection shall be not transferable from person to person. A license is valid for one vehicle only and shall not be transferrable between vehicles.
- g. Surrender of license; alteration of license; failure to display license. On the expiration of a license issued under this subsection, the license holder shall surrender the license to the city clerk-treasurer. No person shall alter or change in any manner any license issued under the provisions of this subsection, and such alteration or the failure of the holder of the license to display the license in a conspicuous place on the mobile unit or his or her person or to exhibit the license upon demand of any officer or customer or prospective vendee shall be cause for revocation of such license.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #16-45 Ordering Installation of Sidewalks at Various Locations

The Board of Public Works at the regularly scheduled April 11, 2016 meeting approved ordering sidewalk installation under Wisconsin Statutes §66.0907(3) for 2016 at the following locations:

- a. 2322 Samantha Street
- b. Tenmile Drive - budgeted by the Park Department
- b. 402-404 Moonglow Drive
- c. 850 S. Melcorn Circle.

In addition the Board of Public Works approved the order for new sidewalk to be installed for the 2018 construction season at:

- a. 680 Black Earth
- b. 2113 Yahara Circle

Background and Discussion

The City has developed a policy of installing sidewalks throughout the majority of the City. Attached is the map showing areas designated by the City for sidewalk installation. City Ordinance Section 22.5 (d) states the following;

“Sidewalks required constructed. Sidewalks shall be constructed according to the specifications as set forth in subsection (b) of this section. The board of public works shall, at least annually, review those areas where sidewalks have not been constructed to determine the need for such construction for the safety of all citizens and recommend to the common council the installation of sidewalks in such areas. In reviewing the need for such construction of sidewalks, the board and common council shall consider the following factors: thoroughfares, connector streets, connection with public facilities such as schools and parks, pedestrian and vehicular safety and topographic consideration.”

Staff identified several areas that should be considered for sidewalk installation. The specific locations along with the justification area as follows:

<u>Location</u>	<u>Purpose</u>
2322 Samantha Street	Gap
Tenmile Drive	Gap. Park has been developed.

402-404 Moonglow	Gap
850 S. Melcorn	Gap
680 Black Earth	Gap
2113 Yahara	Gap

The preliminary estimate based on 2015 assessments is \$30.05 per linear foot for 4" thick sidewalk and \$34.70 per linear foot for 6" thick sidewalk at driveways.

ATTACHMENTS:

- Sidewalk Installation Resolution (DOCX)
- 402-404-Moonglow-plan (PDF)
- 850-S-Melcorn-plan (PDF)
- 2322-Samantha-plan (PDF)
- Black-Earth-Yahara-plan (PDF)

RESOLUTION #16-45
ORDERING INSTALLATION OF SIDEWALKS
AT VARIOUS LOCATIONS

WHEREAS, the Board of Public Works reviews the installation of sidewalks adjacent to undeveloped and other lots on a yearly basis; and

WHEREAS, on April 11, 2016, the Board of Public Works reviewed the need for sidewalk installation in City right-of-way adjacent to certain lots within the City; and

WHEREAS, the Board of Public Works recommends ordering in such sidewalk along the terms and conditions as set forth below:

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere hereby orders the owners of the below described properties to comply with and install sidewalks in the public right-of-way adjacent to the below listed premises in accordance with the Standards and Specifications for the Construction of Sidewalks adopted by the City Council, a copy of which shall be served upon each property owner listed herein; and FURTHER that such sidewalks be installed on or before the dates identified below:

Owner/Owner Address	Parcel #	Sidewalk Address	Constructed On or Before
Daniel L. & Judith Burgoyne 360 Southern Star Lane De Pere, WI 54115-9376	WD-1683	2322 Samantha Street	July 1, 2016
James G. Gillis 1120 Laura Street Green Bay, WI 54302-2230	WD-364-320	402-404 Moonglow Drive	July 1, 2016
Quan Hoang 2184 Trailside Lane De Pere, WI 54115-7115	ED-2803	850 S. Melcorn Circle	July 1, 2016
Gregg J. Sausen & Tina M. Cody 674 Black Earth Drive De Pere, WI 54115	ED-2513	680 Black Earth Drive	July 1, 2018
John A. & Lois M. Theiss 2119 Yahara Court De Pere, WI 54115-4154	ED-2498	2113 Yahara Circle	July 1, 2018
City of De Pere 335 S. Broadway Street De Pere, WI 54115	ED-2513-2	Black Earth Drive (East River Park Trail)	July 1, 2016

BE IT FURTHER ORDERED THAT:

Should the owner of such properties subject to this order fail or neglect to install such sidewalk in accordance with the Standards referenced above, the City shall cause such work to be done at the expense of the owner. If the City does such work and the owner fails to pay the City for the work so performed within thirty (30) days of invoice thereof, the City shall place the costs of such installation as a special charge against the tax roll for such property under Wis. Stats. §66.0627.

A copy of this order shall be served upon each property owner identified herein as provided in Wis. Stats. §66.0907(3).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

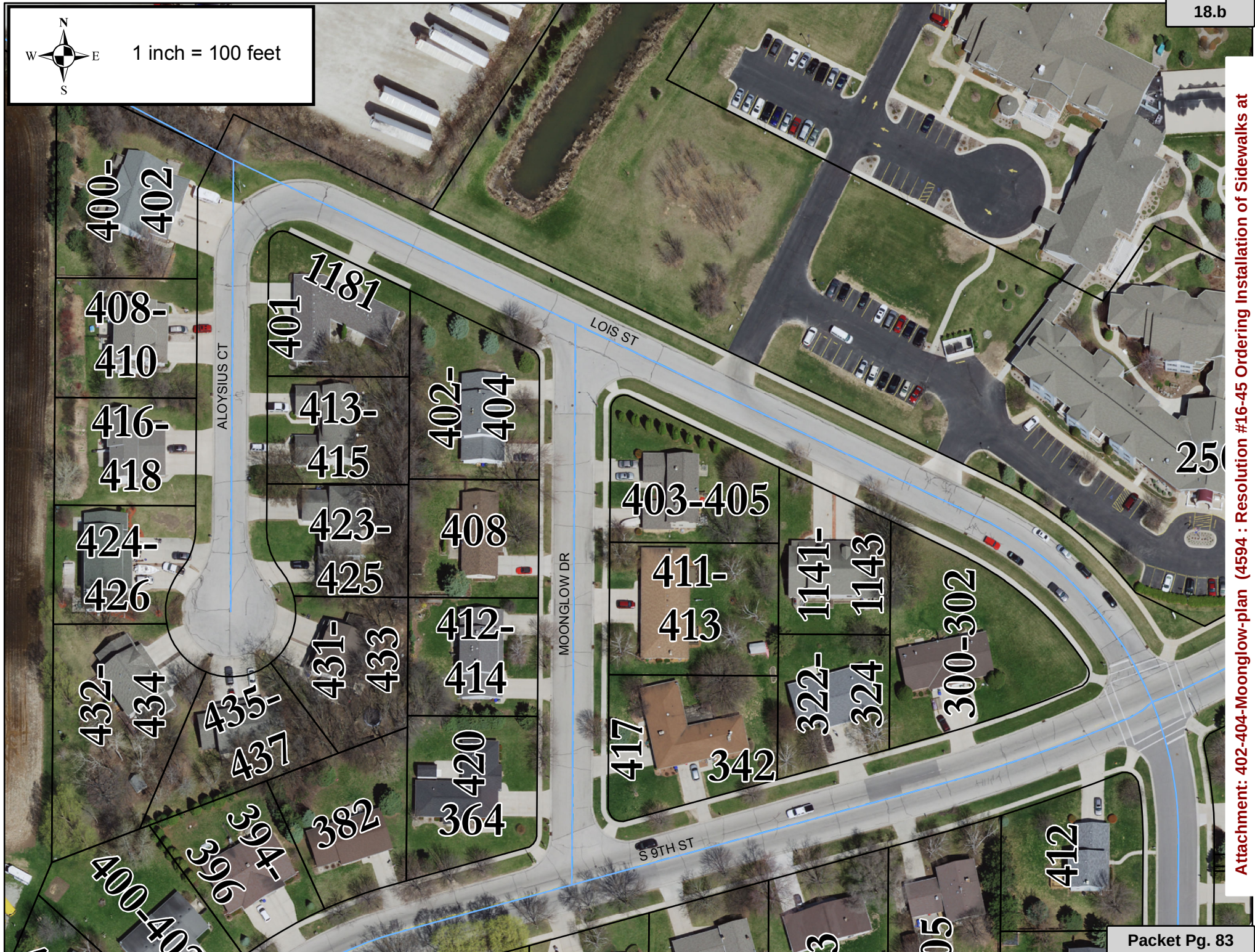
Ayes: _____

Nays: _____



1 inch = 100 feet

18.b

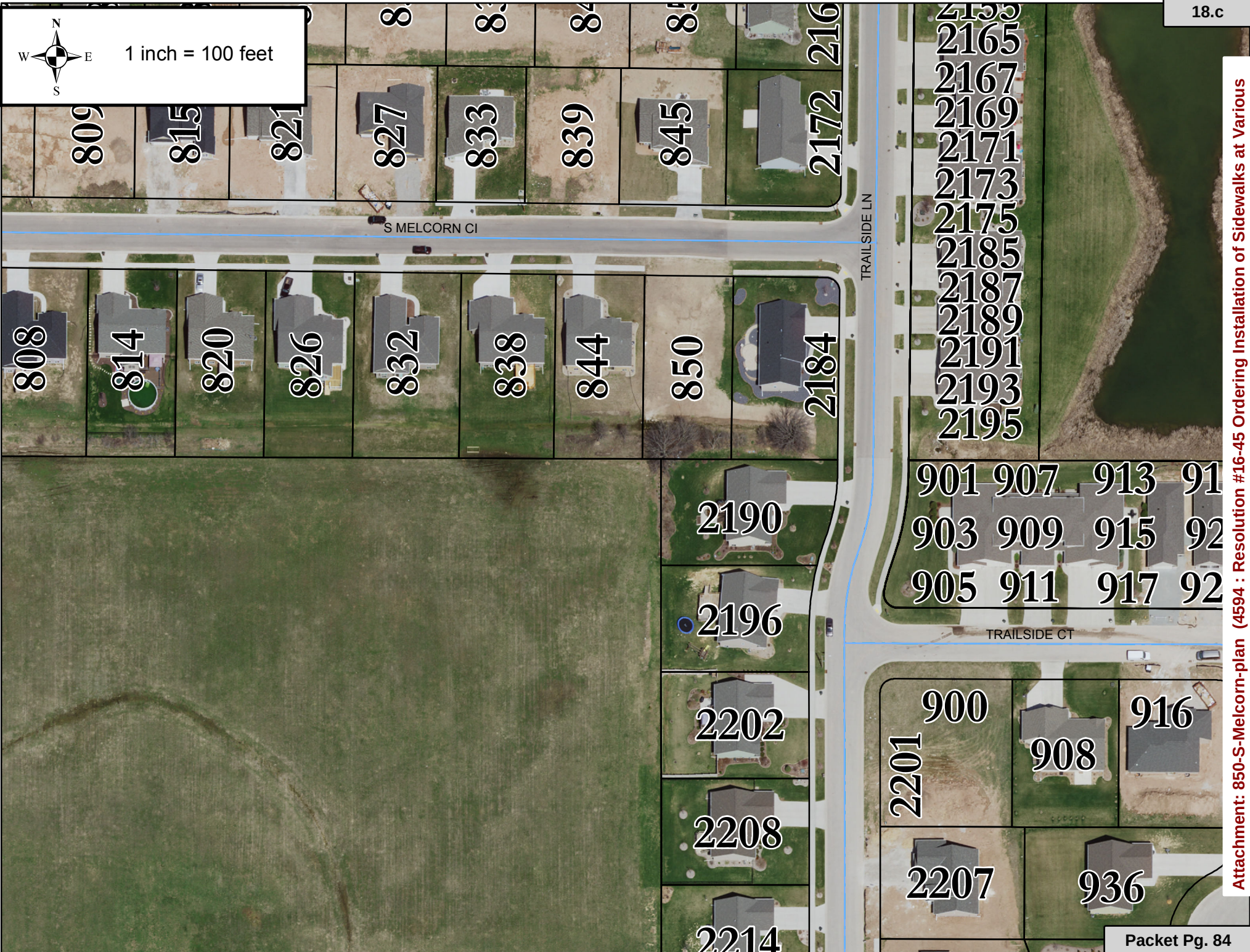


Attachment: 402-404-Moonglow-plan (4594 : Resolution #16-45 Ordering Installation of Sidewalks at



1 inch = 100 feet

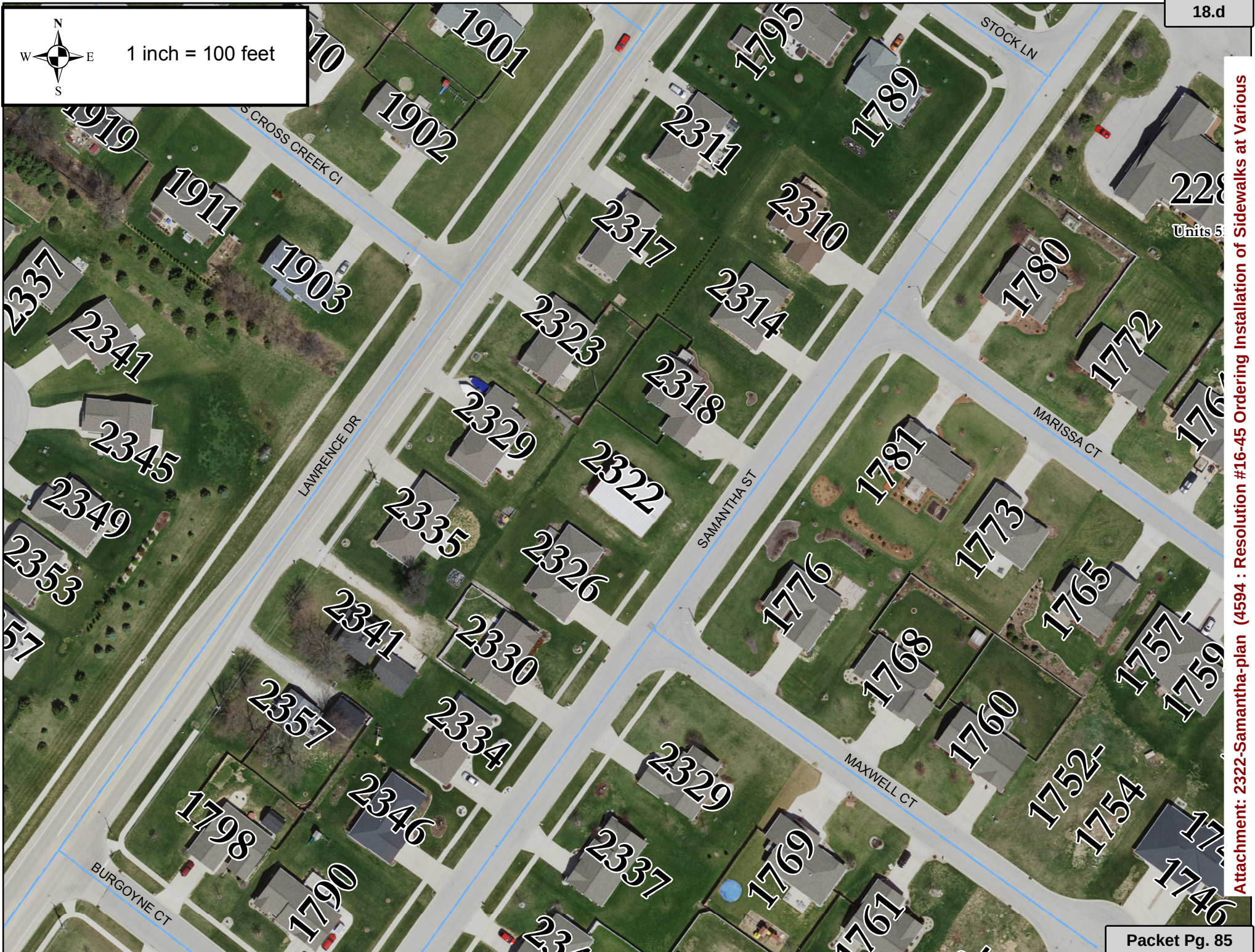
18.c





1 inch = 100 feet

18.d



Attachment: 2322-Samantha-plan (4594 : Resolution #16-45 Ordering Installation of Sidewalks at Various



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

MEETING DATE: April 19, 2016

DEPARTMENT: Plan Commission

FROM: Carey Danen

SUBJECT: Resolution #16-46 Authorizing Development Agreement Between the City of De Pere and BBKP, LLC (Part of Parcel WD-L436-2)

ATTACHMENTS:

- BBKP Resolution (DOCX)
- BBKP LLC Agreement with Exhibits (PDF)
- FP Memo Developers Agreement (DOCX)
- American 3 Fab Plan Elevations (PDF)

RESOLUTION #16-46

AUTHORIZING DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DE PERE AND BBKP, LLC

WHEREAS, BBKP, LLC (“Developer”) is the owner of the approximate 5.66 acre parcel legally described as:

Lot Two (2), Vol. 61 Certified Survey Maps, Page 152, May No. 8641; being part of Lot Fifty-nine (59), according to the recorded Plat of Williams Grant, in the City of De Pere, West side of Fox River, Brown County, Wisconsin; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment Financing District No. 8 (TID #8) on January 1, 2008 which was amended on September 15, 2015 to modify the boundaries, projects and expenditure of funds under TID #8; and

WHEREAS, Developer intends to develop the Property into a 54,800 square foot manufacturing facility which will employ between 45 and 55 people (“the Facility”); and

WHEREAS, the development of the Facility is consistent with the TID #8 Project Plan and will be beneficial to the City; and

WHEREAS, the Developer’s ability to develop the Facility is contingent upon the City providing financial and other assistance to Developer as set forth in this Agreement, and but for such assistance, this Facility development would not occur; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Development Agreement between the City of De Pere and BBKP, LLC, a copy of which is attached and incorporated as Exhibit 1.

Resolution #16-46

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 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF DE PERE AND BBKP, LLC
(Part of Parcel WD-L436-2)

THIS DEVELOPMENT AGREEMENT is entered into as of this _____ day of _____, 2016 by and between the City of De Pere, a Wisconsin municipal corporation ("City") and BBKP, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

- A. Developer is the owner of the approximate 5.66 acre parcel legally described as:
- Lot Two (2), Vol. 61 Certified Survey Maps, Page 152, May No. 8641; being part of Lot Fifty-nine (59), according to the recorded Plat of Williams Grant, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.
- as shown on the Certified Survey Map attached and incorporated as Exhibit A ("the Property").
- B. Pursuant to Wis. Stats. §66.1105, the City created Tax Increment Financing District No. 8 (TID #8) on January 1, 2008 which was amended on September 15, 2015 to modify the boundaries, projects and expenditure of funds under TID #8.
- C. Developer intends to develop the Property into a 54,800 square foot manufacturing facility which will employ between 45 and 55 people ("the Facility").
- D. The development of the Facility is consistent with the TID #8 Project Plan and will be beneficial to the City.
- E. The Developer's ability to develop the Facility is contingent upon the City's providing financial and other assistance to Developer as set forth in this Agreement, and but for such assistance, this Facility development would not occur.

AGREEMENTS

In consideration of the Recitals and the terms, conditions, and obligations set forth herein, together with such other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE I DEVELOPMENT OF THE PROPERTY

A. Developer agrees to proceed with and diligently take all steps necessary to and proceed with development of the Facility on the Property, including the following:

1. obtaining site plan approval by the City Plan Commission for construction of the Facility ("Site Plan"), attached and incorporated into this Agreement as Exhibit B;
2. obtaining state approved construction plans for such construction and commencing construction thereon as soon as possible in accordance with City regulations; and
3. completion of construction and occupancy permit on or before May 21, 2017.

B. Developer warrants and guarantees that the value of the Property with the Facility development, as of January 1, 2017 will be Three Million and no/100 Dollars (\$3,000,000) (the "Guaranteed Value").

ARTICLE II CITY OBLIGATIONS

A. The City shall make three grants (collectively, the Project Grants and individually, a Project Grant) to Developer to defray the costs of the Facility. The aggregate amount of the Project Grants shall be based upon the Guaranteed Value of the Facility as of January 1, 2017. The Property shall be assessed in accordance with the real estate valuation requirements for similar manufacturing properties under Wis. Stats. §70.32 (the Assessed

Value). The Project Grants, totaling Five Hundred Twenty-Five Thousand and no/100 Dollars (\$525,000), are payable on the following schedule:

1. The first Project Grant, in the amount of One Hundred Eighty-Three Thousand Seven Hundred Fifty and no/100 Dollars (\$183,750), shall be payable not more than fifteen (15) days after the City Building Inspection Department's approval of the footings and foundation for the Facility.
2. The second Project Grant, in the amount of Two Hundred Thirty-Six Thousand Two Hundred Fifty and no/100 Dollars (\$236,250), shall be payable not more than fifteen (15) days after the City Building Inspection Department's rough-in approval of all building mechanicals.
3. The third Project Grant, in the amount of One Hundred Five Thousand and no/100 Dollars (\$105,000), shall be payable not more than fifteen (15) days after issuance of a certificate of occupancy for the Facility by the City Building Inspection Department.

ARTICLE III DEVELOPER'S OBLIGATIONS

A. Developer, for itself and its successor and assigns, agrees to and obligates itself to repay all Project Grants it receives from City should it fail to complete construction of the Facility in accordance with the Site Plan (Exhibit B) on or before May 21, 2017, unless otherwise agreed by the parties in writing. Upon repayment in full of such Project Grants, plus interest at the statutory rate from the date the Project Grants were made to the date repaid, the obligations found in this Article shall become null and void.

B. Developer understands that the purpose of the Guaranteed Value for the Project is to ensure, to the greatest extent possible, that City recovers over the remaining life of TID #8, the Project Grant outlay of funds provided to Developer under this Agreement. Therefore, Developer, for itself and its successors and assigns, hereby waives all rights under state and federal law, to challenge, appeal or object to the Assessed Value of the Property below the

Guaranteed Value for the life of the TID #8, which is expected to statutorily close on December 31, 2026.

C. Further, for the duration of the life of the TID #8, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Facility or the Property to an entity whereby such sale or lease would cause the Facility or a portion thereof to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall run with the land and be binding upon all of the Developer's successors and assigns. Developer further agrees that it will place a restriction in any deed or bill of sale conveying the Facility and/or the Property during the duration of this Agreement prohibiting any use of such Property during the term of this Agreement which would cause some or any portion thereof to become tax exempt. Should the Facility and/or Property nevertheless become tax exempt, Developer, for itself and its successors and assigns, hereby agrees that an annual payment in lieu of tax shall be made by the owner of the Facility and Property. Such payment in lieu of tax shall be determined for any given year that the Facility and/or Property are exempt from taxation by multiplying the Guaranteed Value of the Facility and Property as of January 1 of such year by the mil-rate for all taxing jurisdictions established for that tax year for the west side of the City, with such product due and payable on or before October 15 of the year in question (the "Due Date"). If such payment is not made in full by the Due Date, the amount due shall become a lien against the Property as a special charge under Wis. Stat. §66.0627.

D. Developer, for itself and its successors and assigns, agrees that, should the Assessed Value be less than the Guaranteed Value, it will make a payment in lieu of tax to City

(the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the Assessed Value. Such Deficit Payment shall be determined as follows:

1. The amount of the Deficit Payment shall be determined by subtracting the Assessed Value from the Guaranteed Value. That number shall be multiplied by the mil-rate for all taxing jurisdictions established for the prior tax year for the west side of De Pere, with the product being due and payable by Developer to the City on or before October 15 of the year in which it is levied.
2. If not paid in full by October 15 of the year in which it was due, the amount determined under the process identified above shall become a lien on the Property as a special charge under Wis. Stats. §66.0627.
3. The Deficit Payment obligation shall expire upon the termination of the District.

ARTICLE IV GENERAL

A. Developer and its successors and assigns shall keep and maintain the Facility and Property in good repair and working order and will make or cause to be made from time to time all repairs necessary thereto (including external and structural repairs) and renewals and replacements thereof so as to maintain in the City an operational, habitable, and marketable development, ordinary wear and tear and obsolescence excepted, and shall keep and maintain such casualty insurance upon such Property as is customarily held in developments of like sizes and characters. All insurance policies required under this paragraph shall be taken out and maintained with insurance companies authorized to do business in the State of Wisconsin.

B. City agrees that, upon presentment of a written request from Developer's primary lender, it will subordinate its interests in the preceding paragraph IV. A. to those of the lender. However, such subordination shall not affect Developer's obligations hereunder to restore the site irrespective of any action of its lender.

C. All notices required by this Agreement must be in writing and sent by personal delivery, or by certified mail (return receipt requested), or by commercially responsible carrier service, to the addresses set forth below. All notices shall be deemed received on the date of confirmed delivery.

If to Developer: BBKP, LLC
c/o Kevin Prien
1850 Cofrin Drive
Green Bay, WI 54302

If to City: City Administrator
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

D. This Agreement may not be modified or amended except by written instrument executed by the parties hereto.

E. The City agrees that the Developer may collaterally assign its interests in this Agreement to the construction lenders for the Facility. A construction lender may avail itself of the benefits of this Agreement only if it assumes in writing the obligations of Developer, as applicable, in this Agreement. The Developer may not otherwise assign its interest in this Agreement without the City's consent, which shall not be unreasonably withheld, conditioned or delayed.

F. This Agreement, or a memorandum hereof, may be recorded by any party in the Office of the Register of Deeds for Brown County.

ARTICLE V DEFAULTS AND REMEDIES

A. A party shall be in default under this Agreement if such party shall fail to carry out or fulfill one or more of its obligations hereunder and such failure shall continue for a period

of thirty (30) days following receipt of written notice from the other party specifying such failure; provided, however, that if the nature of the default is such that it cannot be cured within thirty (30) days, a party shall not be in default if it immediately undertakes steps to cure the default after receipt of notice and then diligently and in good faith prosecutes the curing of such default to its conclusion. If a party does not cure or undertake to cure a default within the time periods set forth above, the non-defaulting party may pursue the remedies provided for in this Agreement or otherwise available at law or in equity.

B. No party shall be considered in breach or default of its obligations with respect to the beginning and completion of construction of any improvements in the event of enforced delay in the performance of such obligations due to unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God, forces majeure, acts of the public enemy, acts of adjoining property owners, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unavailable materials, breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of such party shall be extended for the period of the enforced delay as determined in good faith by all parties; provided that the party claiming enforced delay shall, within thirty (30) days after the beginning of such enforced delay, have first notified the other parties thereof and of the cause or causes thereof and requested an extension for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the parties agree to grant a sufficient extension to permit such procurement.

C. The rights and remedies of the parties, whether provided by law or provided by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise at the same time or different times of any such other remedies for the same event of default of breach or of any remedies for any other event or default or breach. No waiver made by any party with respect to the performance or manner or time of any obligation of another party under this Agreement shall be considered a waiver of any rights of the waiving party to enforce any other obligations of the other party.

D. This Agreement comprises the entire Agreement between the parties. No promise, or other obligation of either party not expressly provided for herein shall be enforceable unless reduced in writing and signed by the parties.

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

BBKP, LLC
By:

State of Wisconsin)
 : SS
Brown County)

Barry Bosman, Member

This instrument was acknowledged before me
on the _____ day of _____, 2016,
by _____ and
_____ as
Members of BBKP, LLC.

Kevin Prien, Member

Notary Public, State of Wisconsin
My commission expires on _____.

CITY OF DE PERE

By:

State of Wisconsin)
 : SS
 Brown County)

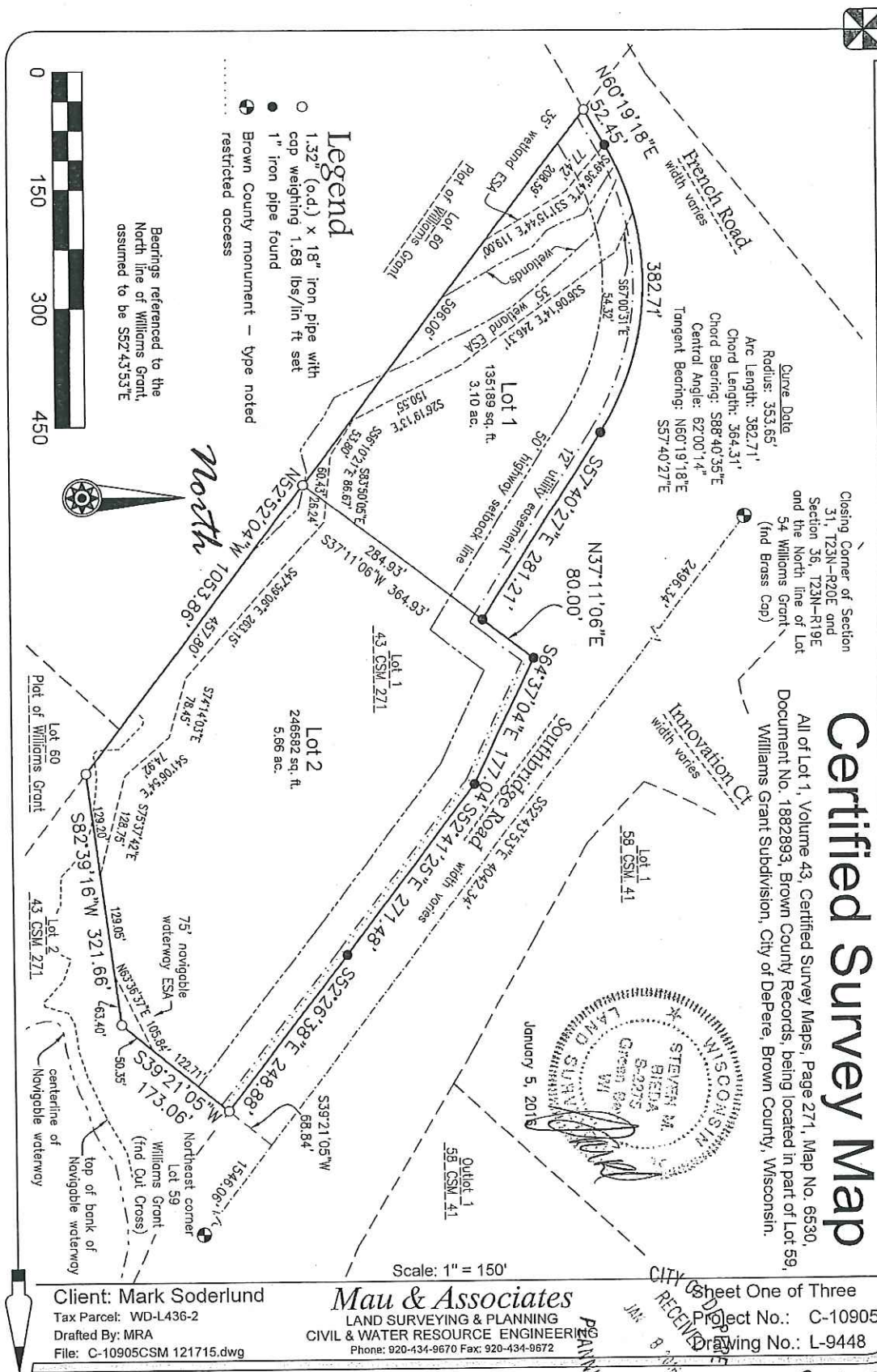
 Michael J. Walsh, Mayor

This instrument was acknowledged before me
 on the _____ day of _____, 2016,
 by Michael J. Walsh, Mayor and Shana D.
 Ledvina, Clerk-Treasurer of the City of De
 Pere.

 Shana D. Ledvina, Clerk-Treasurer

 Notary Public, State of Wisconsin
 My commission expires on _____.

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City of De Pere
Staff Comments

Plan Commission
March 28, 2016

Item 3: Review and Recommendation on the Site Plan Application for American 3 Fab, Parcel WD-L436-2. Applicant: Mau and Associates

Mark Soderlund and Mau and Associates are proposing a 51,840 sf building east of Innovation Ct extended and south of Southbridge Rd on a recently approved lot/CSM. The proposed development is for American 3 Fab, a metal manufacturing company currently located in Green Bay.



Figure 1: Site Location

Zoning: Highway 41 District B

- The intent of the Highway 41 Business Corridor, B is to promote the development of attractive businesses and industries that traditionally require the visibility and access provided along major highway corridors while maintaining the integrity and visual image of the City of De Pere.
- Machine Shops are an allowed use within this district.

Yard requirements:

- Minimum lot size: two acres – project meets requirement
- Lot Coverage – maximum 80%
- Open Space – Minimum 20 % - project meets requirement
- Setbacks – (are not identified on the site plan)
- Floor Area Ratio: Minimum 0.05 Maximum 0.8 – Plan does not identify

Site Statistics for the Project:

Total Site: 5.71 acres
Paved/Gravel Area: 1.43 acres (25.04%)
Building Area: 1.19 Acres (20.84%)
Building SF: 51,840SF
Green/Pond Area: 3.09 Acres (54.12%)

EXHIBIT B
Page 2 of 5

City of De Pere
Staff Comments

Plan Commission
March 28, 2016

Proposed Parking:

Proposed Total Stalls: 74

Required Number of Stalls per City Code - one (1) space per 1,000SF of gross Floor Area: 52 spaces required.

The below comments were compiled from an interdepartmental review of the submitted application.

Public Works:

1. A 4" sanitary sewer lateral is shown connecting to the sanitary sewer owned by NEW Water (GBMSD). NEW Water will need to approve this connection.
2. The plan shows a 6-inch water service connecting to City water main off of Southbridge Road. Make the connection with a tapping sleeve and tapping valve. A street excavation permit will be required to perform this work. Note on the plan that, "All taps to the City water main are to be completed under the observation of City personnel". Water meter size greater than 1" will require 1 month advance notice prior to installation.
3. Storm water discharges to a detention pond on site. The storm water management report stated that the pond has been sized for both the proposed and future development. The report specifies 5.71 acres of the 8.50 acre site is being developed at this time. The HydroCAD data specifies a total area of 16.350 acres. Clarify the difference.
4. Review the Erosion Control Plan to verify it is sufficient to protect the steep slopes along the eastern side of the site. The anticipated construction sequence and construction site erosion control on the plan needs to be consistent with what is specified in the storm water management plan. Provide a detail for, or clearly define, erosion control at the discharge pipes in the pond after completion of construction. How will the contractor prevent sediment from getting into the pipe and the Creek until the site is stabilized?
5. City Code Section 28-7 specifies a runoff curve number (CN) of 71 to determine the peak pre-development discharge rates. The calculations show the peak post development discharge rate does not exceed the peak pre-developed discharge rate for the two-year, ten-year, and 100-year design storms. Clarify that CN=71 was used to determine the peak pre-development discharge rates.
6. A maintenance agreement for the wet detention pond is required prior to the City issuing an occupancy permit. The City will provide this agreement to the property owner. The Owner executes the agreement and returns it to the City. The City will record the agreement with the County and provide the Owner with a copy of the recorded agreement.
7. Corner lot driveways measured at the curb line shall not be less than 100' from the intersection with the street right of way line. The maximum width at the property line is 35' for a two-way semi-trailer delivery drive and 25' for a business two-way drive. The maximum opening, with flares are 100' and 45' respectively.
8. The driveway access to Southbridge Road will require a Revocable Occupancy Permit (ROP). If the City decides to undertake the street extension to extend the road, the driveway permitted under the ROP will be out of service for the period of construction.
9. Show dimensions of adjacent streets and right of ways on the plan.
10. There are no new sidewalks, driveways, walkways, fences, retaining walls or signs shown.
11. No lighting plan is provided for the site.

EXHIBIT B
Page 3 of 5

City of De Pere
Staff Comments

Plan Commission
March 28, 2016

12. All off-street parking shall have a perimeter concrete curb and gutter around the entire parking lot unless the site plan shows that runoff from the parking lot will not cause erosion or adversely affect adjacent properties.
13. Note on the plan that "Pond needs to have a record survey completed and approved by the Engineer".
14. Note on the plan that "A final inspection of the pond is to be scheduled between the City, contractor, and Engineer".
15. Show utility easements on the plan.

Fire: General Fire Department Comments, to be coordinated with City Fire Department

1. Fire Department vehicle access
2. Drawings signed by designer
3. Fire Department access 20 foot clear width and 13' 6" height
4. Coordination with hydrants and FDC
5. Turnarounds for dead ends 150 feet or more in length
6. Cul-de-sac min. inside diameter 36 feet and min. outside diameter 60 feet
7. Fire Department Access min right hand turn radius 25 feet
8. If the building setback more than 150 feet from the paved Fire Department access, provide a fire lane
9. Gates provide sufficient access width of 20 feet and height of 13' 6"
10. Fence obstruction to hydrants, hose lay distance, FDC, egress path
11. Knox Box
12. Signage if applicable
13. Map near front entrance
14. Combine fire control room if possible
15. Hazard identification
16. Obtain Fire Department Approval for FDC location prior to building permits or before State approval

Forestry:

1. See landscaping comments under Building/Planning

Health:

1. Noticed breakrooms noted on both diagrams and one breakroom kitchen by offices. Neither breakroom nor the one breakroom kitchen appeared to be providing food service preparation/cafeteria operations for employees to purchase for consumption. If food service is anticipated, contact City Health Department

Building/Planning:

1. The building elevations that were submitted, do not meet the City code, Section 146-60(6) General Building and performance standards. The applicant has requested to have the east elevation (expansion wall) building materials to be all metal. Staff is recommending allowing the metal building elevations for a five (5) year period, since they are anticipating an expansion. If an expansion does not occur, the elevation of the building will have to be brought into compliance with the zoning code.
2. Lighting information submitted is insufficient. A Photometric plan needs to be submitted, reviewed and approved according to and in compliance with City Code.

EXHIBIT B
page 4 of 5

City of De Pere
Staff Comments

Plan Commission
March 28, 2016

3. Landscaping - This development is in an area along a major corridor for the City of De Pere. Staff recommends more landscaping for this development. Specifically; the canopy trees do not meet the requirements of the code, please update to include the required 24 trees; Staff would like to see foundation plantings along the north side of the building that include a mix of shrubs and trees to break up the monotony of the long wall. Staff is also recommending that the east side of the property to include trees and shrubs to provide a screen of the loading area. Staff also recommends that the use of the required canopy trees be reconsidered in their location and use as the buffer required for the southern portion of the property boundary for the residential property on the south. All updated plans to be reviewed and approved by the Planning and Economic Development Director.
4. Parking - meets parking regulations
5. All Code setbacks (front yard, side yard, etc.) are not clearly identified. Resubmit plans with setbacks identified, as they pertain to the City Code.
6. Signs - Signage information will need to be submitted, reviewed and approved according to the requirements within the City Code.
7. Gravel area - the gravel area on the south side of the property is not allowed and must be removed on the site plan.
8. Future expansion wall was identified on an updated landscape plan, please identify the future expansion on the site plan as well.
9. Location of Refuse and Dumpsters need to be identified on Site Plan in accordance with City Code.
10. Staff continues to work with Brown County as they coordinate planning work for the Southern Bridge Corridor. Brown County has noted that the intersection of Southbridge and Innovation Court may need to be shifted to the South to accommodate the desired interchange design. The development as designed would not be impacted in the immediate future but if the road network changes, the property and business owner should be prepared to shift their primary access into the site from the west side of the property to the east side of the property.

Recommendation:

Staff recommends approval of the site plan, **subject to compliance with the above comments and conditions.**

EXHIBIT B
Page 5 of 5

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: April 7, 2016

RE: **Consideration of Developers Agreement With BBKP, LLC (American 3-Fab)**

PROJECT SUMMARY

BBKP, LLC. plans to relocate their business, American 3-Fab from Green Bay to De Pere. American 3-Fab was founded in 2008 and specializes in custom metal fabrication. They will be constructing a 54,800 square foot facility on the south side of Southbridge Road near Highway 41 on Parcel WD-L 436-2. The property is in TID #8 but is not owned by the City. The facility will employ 45-55 people and is designed to accommodate future expansion. The Developer has requested financial assistance, in the form of a Developer's Grant, from TID #8.

The City has prepared a Developer's Agreement that proposes the following:

- A guaranteed assessed value of the building in the amount of \$3,000,000 as of January 1, 2017.
- A \$525,000 (17.5% of assessed value) developers grant to be paid in three portions:
 - a. \$183,750 after approval of footings and foundations
 - b. \$236,250 after approval of rough-in and building mechanicals
 - c. \$105,000 after issuance of certificate of occupancy

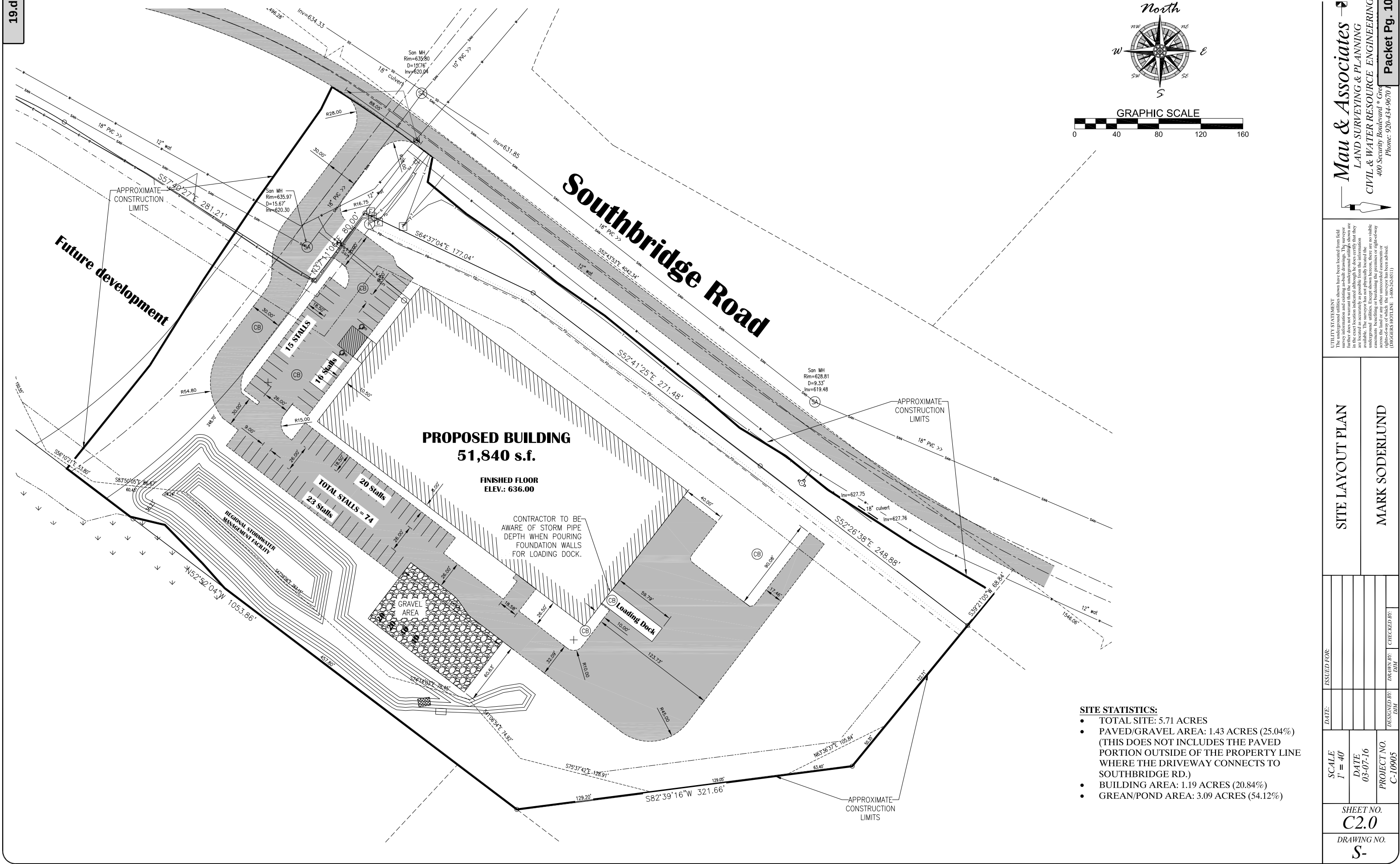
Provisions typical to De Pere Developers Agreement also apply and include:

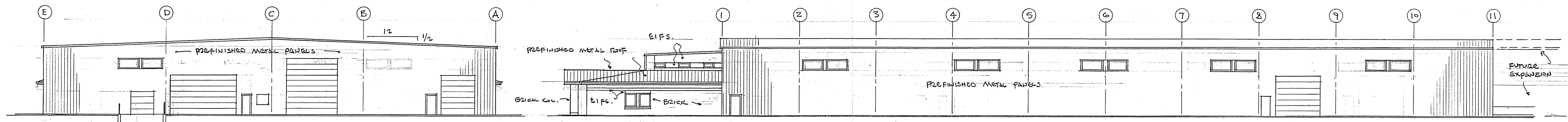
- Requirement to replay any and all project grants received from the city if construction of the facility does not occur within the time frame set forth in the agreement.
- Waiving all rights to appeal or object to an assessed value less than the guaranteed value for the life of TID #8.
- Developer agrees that it shall not, without prior written consent of the City, sell or lease any portion of the building in a manner that would cause any portion to become exempt from real estate taxation.
- Payment in lieu of tax required, or a deficit payment, to be made if the guaranteed assessed value falls below \$3,000,000 during the life of the TID.

The City Council approved a CSM to subdivide the property on February 2, 2016 and the Plan Commission approved a site plan for the building on March 28, 2016 (attached for your review). The Developers Agreement, site plan, and building elevations are attached for your review. Please contact me if you have any questions on this agreement prior to the meeting.

Attachments

c: Michael Walsh, Mayor
 Larry Delo, City Administrator
 Judith Schmidt-Lehman, City Attorney

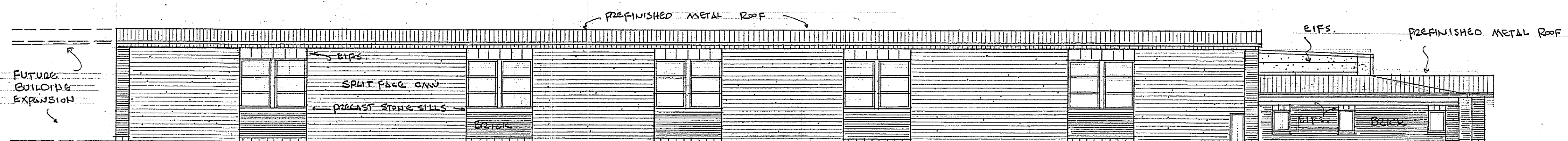




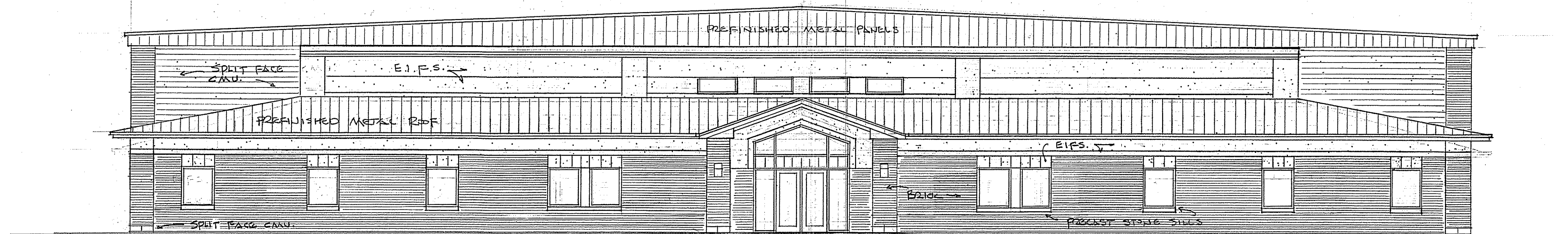
EAST ELEVATION SCALE: 1/16" = 1'-0"

NOTE: THIS WALL IS AN EXPANSION WALL.
NO MASONRY THIS WALL

SOUTH ELEVATION SCALE: 1/16" = 1'-0"



NORTH ELEVATION SCALE: 1/16" = 1'-0"



WEST ELEVATION SCALE: 1/8" = 1'-0"

NOTE:
ALTHOUGH EVERY EFFORT
HAS BEEN MADE IN PREPARING
THESE PLANS AND CHECKING
THEM FOR ACCURACY, THE
CONTRACTOR MUST CHECK ALL
DETAILS, DIMENSIONS &
CONDITIONS AND REPORT ANY
DISCREPANCIES TO THE
ARCHITECT BEFORE
CONSTRUCTION

LLOYD CARPENTER ARCHITECT LLC
2663 Maple Hills Dr., Green Bay, WI 54313
Office: (920) 434-0753 Cell: (920) 655-3829
Carp.arch@gmail.com
**PROPOSED BUILDING FOR
AMERICAN 3 FAB
DE PERE WI.**

DATE: 03/17/16
FILE:
JOB NO.

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

MEETING DATE: April 19, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #16-47 Authorizing Economic Development Grant to Shannon's Haystack LLC (DBA Chatterhouse 2016)

ATTACHMENTS:

- Reso16-47 Shannons Haystack-Chatterhouse (DOCX)
- Reserve License Grant Application_Chatterhouse (PDF)
- Ord Reserve Class B Econ Dev Grant (DOCX)

RESOLUTION #16-47

AUTHORIZING ECONOMIC DEVELOPMENT GRANT
TO SHANNON'S HAYSTACK LLC (DBA CHATTERHOUSE 2016)

WHEREAS, Shannon's Haystack LLC has been granted a Reserve "Class B" Liquor License for the premises doing business as Chatterhouse 2016 (hereinafter "Licensee"), located at 614 George Street; and

WHEREAS, pursuant to §7-2(f)(3), De Pere Municipal Code, applicant and holder of Reserve "Class B" liquor licenses may apply for an Economic Development Grant from the City of De Pere in an amount not to exceed \$10,000; and

WHEREAS, the Finance/Personnel Committee has reviewed such grant request from Licensee and recommends approval of the same; and

WHEREAS, Licensee is found to have economic benefits to the City of De Pere which have resulted, or will result, directly from locating this licensed establishment in the City of De Pere as follows:

1. Provision of desirable restaurant and banquet establishments for residents and visitors to the greater De Pere area;
2. Creating and sustaining employment opportunities for residents of De Pere; and
3. Maintaining a destination point in De Pere and the benefits flowing therefrom.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Due to the economic benefits that will flow from Licensee located at 614 George Street as referenced above, an Economic Development Grant in the amount of \$10,000 is hereby awarded to Licensee.

Resolution #16-47

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

**RESERVE CLASS B LICENSE
ECONOMIC DEVELOPMENT
GRANT APPLICATION**

INSTRUCTIONS: The City of De Pere offers an Economic Development grant of up to \$10,000 for Reserve "Class B" liquor licenses. Please fully complete the questionnaire below, using additional sheets of paper as necessary. **The City of De Pere must determine that your new business will provide an economic benefit to the City of De Pere in order to consider awarding you this grant.** Therefore, you should provide any and all information you can provide to support your request.

Name of Licensee:

Shannon Charles

Name of Licensed Establishment:

Chatterhouse

Date of Grant Application:

3-23-16

Date Reserve Class "B" License Granted:

ECONOMIC IMPACT INFORMATION

1. Please provide specific information on how you will use the grant funds to create jobs and foster the economic development of the City of De Pere, including listing the number of jobs you will create now and an estimate of the number of jobs you to hope to create in the future.

This business will create at least 10 up to 20.

2. Please provide specific information as to all building improvements made or anticipated to be made to the licensed premises, including the cost of the improvements. Please include cost estimates for the improvement work.

We plan on remodeling inside, paint, flooring, windows, equipment, furniture, cosmetic updates and updating the exterior
est amount \$40,000.00

3. How much of the investment identified in #2 above would you have put into the property if the Reserve Class B license was not issued to you? Please fully explain your reasons why.

0 This business cannot operate without liquor license

4. Please provide a copy of your business plan. Also, list below your growth projections over the next five (5) years.

We are moving our existing business of five years to this location.
Bar and Restaurant focusing on food clientel

5. Please list any other information you believe may be important to the City of De Pere in making its grant determination.

We have been in the bar business 20 yrs.
We currently own 2 in green Bay and
have owned them for 8 yrs and 5 yrs. Before
that we owned one in town of Green Bay for
10 yrs which we
currently lease out

Signed: Shannon Charles

Date: 3/23/16

Please note: This Application, once completed will be referred to the Finance/Personnel Committee for their review. The Committee's recommendation will then be forwarded to the Common Council.

De Pere Municipal Code §7-2(f) *Grants for certain reserve "Class B" intoxicating liquor licenses.*

- (1) *Definition.* Reserve "Class B" license shall have the meaning defined in Wis. Stats. § 125.51(4)(a)4.
- (2) *Findings and purpose.* The common council finds that businesses such as restaurants, hotels, and taverns make important contributions to the city's economy. These establishments serve important public purposes, including increasing the city's property tax base, providing employment, and promoting tourism. Excessive license fees deter new business and are contrary to the above stated public purposes. Wisconsin Act [27](#) of 1997 imposes upon municipalities the duty to establish a minimum issuance fee of \$10,000.00 for each reserve "Class B" liquor license issued. Since the new issuance fee far exceeds the actual cost of licensing the activity, additional revenue will be available to the city. It is the purpose of this section to utilize revenue generated by Wisconsin Act [27](#) to assist new reserve "Class B" licensees achieve the important public purposes identified herein.
- (3) *Grants.* Following the issuance of an original reserve "Class B" liquor license, and upon application, the common council may provide a grant to the licensee in an amount not to exceed the amount actually paid by the licensee to the city for issuance of the new reserve "Class B" liquor license, less that amount attributable to the reserve "Class B" liquor license. Prior to awarding any grant hereunder, the common council shall make such findings and establish such conditions to ensure that any funds awarded hereunder further the important public purposes identified herein.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #16-48 Authorizing Software Subscription and License Agreements with Facilities Management eXpress, LLC (FMX)

The 2016 Budget has allocated \$5000 for the purpose of acquiring Building Maintenance software to aid in organizing repair and maintenance tasks throughout the City. We feel incorporating the software will provide greater efficiency and effectiveness to our growing level of tasks. Staff began to research various companies in December of 2015. After a review of various companies, staff settled on four companies to research further. As part of the research, staff went through on-line demonstrations of the software with company representatives. After going through the research, staff is recommending going with FMX. A brief summary of comments on each software researched is below.

FMX - Staff recommends this company.

- Easy to navigate and understand
- Unlimited licenses
- Web Based
- Expense (\$3000 yearly subscription, no start up costs)

Maintenance Connection - Staff does not recommend this company.

- Have to pay for each license
- Staff liked the flow and ease of use
- Expense (\$6400 set up, \$400/month)
- Web based

HIPPO - Staff does not recommend this company.

- Unlimited licensing
- Web based
- Expense (\$300 Set up, \$3240 Annual)
- Staff felt ease of use was average.

Facility Dude - Staff does not recommend this company.

- Unlimited license
- Web based.
- Indicated they own the information.
- Expense (\$2370 Set up, \$4340 annual charge)
- Staff felt the ease of use was average.

ATTACHMENTS:

- FMX Resolution (DOCX)
- FMX Subscription Agreement and Terms of Use (Updated) (PDF)
- QUOTES (PDF)

RESOLUTION #16-48

AUTHORIZING SOFTWARE SUBSCRIPTION AND LICENSE AGREEMENTS WITH
Facilities Management eXpress, LLC (FMX)

WHEREAS, the City of De Pere is desirous of purchasing facilities management software to aid in organizing repair and maintenance tasks throughout the City; and

WHEREAS, the Finance/Personnel Committee has reviewed and recommends approval of the software Subscription and License Agreements.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Entry into the Software Subscription and License Agreements with FMX is authorized, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____



STANDARD FMX SOFTWARE SUBSCRIPTION AGREEMENT

The terms of this Standard FMX Software Subscription Agreement, including the Terms of Use referenced herein (collectively, the “**Software Subscription**”) are the only terms which govern the limited license to use the Products provided by Facilities Management eXpress, LLC (“**FMX**”) to the customer listed on the applicable Subscription Summary (“**Customer**”). The commercial terms relating to this Software Subscription are set forth in the accompanying order proposal or invoice, as applicable, that links to or is otherwise attached to this Software Subscription (the “**Subscription Summary**” and this Software Subscription (collectively, this “**Agreement**”).

In consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Products

- 1.1. Access to Products. Subject to the terms and conditions of this Agreement, during the Term, FMX shall provide the solutions listed on the Subscription Summary (each a “**Product**” and collectively the “**Products**”) to Customer pursuant to the terms and conditions herein. The specific Products to be provided, the applicable Product Effective Date, the Initial Product Term, and the fees for such products shall be identified on the Subscription Summary, as may be amended by the parties from time to time, in writing. From time to time, in the sole discretion of FMX, following Digital Notice to Customer the Products may be modified and FMX may include additional conditions, features and modifications. FMX may via Digital Notice keep Customer informed of Product Updates, Scheduled Maintenance, new versions of the Products offered hereunder, and other developments which may affect Customer’s use of the Products.
- 1.2. Customer Requirements. Customer shall, at its sole expense, provide, configure and be responsible for the proper functioning of Internet connectivity at levels recommend by FMX, hardware, systems software, and other applications software during the Term for proper functioning of the Products.
- 1.3. Intellectual Property. FMX at all times is, and shall continue to be, the sole and exclusive owner of all Intellectual Property and other proprietary rights and interests in and to the Products, including all software code and other functional components thereof. This Agreement is not a royalty-bearing contract or sale and does not convey, and Customer acknowledges and agrees that Customer neither has nor at any time shall attempt to claim, any interest in or to any of the Products or any Intellectual Property related to any of the foregoing or the use thereof other than any limited rights of access and use as expressly granted in this Agreement. Customer shall have no right to access or review any code used or embedded in the Products. In the event that FMX is required to use or access Customer Intellectual Property for proper functioning of the Products, Customer hereby grants to FMX, and FMX hereby accepts, a royalty-free, fully paid, worldwide, and nonexclusive license to use such Intellectual Property as reasonably required to provide the Products. Customer shall not, and shall ensure that its affiliates and their respective employees, representatives and agents do not directly or indirectly in whole or in part copy, modify, sublicense, distribute, rent, lease, convey, translate, disassemble, reverse engineer or decompile any of FMX’s Intellectual Property including but not limited to any Intellectual Property included with, embedded in, or relating to the Products or any other software of FMX, or attempt to do the same.
- 1.4. Customer Materials. Nothing herein shall be construed to grant any right or license to FMX in or to any content, trademark, service mark or other material provided to FMX hereunder by Customer (“**Customer Materials**”), other than the right to use such material on behalf of Customer in connection with the Products. All of the Customer Materials shall remain the property of Customer.

2. Term and Termination

- 2.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter until the termination or expiration, as applicable, of the Product Term for each Product listed on the Subscription Summary, as may be amended from time to time by the parties, in writing.
- 2.2. Initial Product Term. The period of the Initial Product Term for each Product is identified on the Subscription Summary. The Initial Product Term for a Product begins on the applicable Product Effective Date for such Product, as listed on the Subscription Summary.
- 2.3. Product Renewal Term. Following the Initial Product Term, the Product Term for each applicable Product shall continue for a period of time equal to the duration of the Initial Product Term (each such period, a “**Product Renewal Term**”) unless either party elects to terminate the Product Term by giving written notice to the other party of the election to terminate at least thirty (30) days prior to the expiration of the then-current Initial Product Term or Product Renewal Term (if terminated by Customer, such written notice shall be sent via e-mail to billing@gofmx.com). Commencing after the Initial Product Term, FMX may, upon ninety (90) days prior written notice to Customer, adjust the Subscription Fee and other fees or prices for such Product.
- 2.4. Product Term. The Product Term for a Product includes the Initial Product Term for such Product and any Product Renewal Term for such Product. For the avoidance of doubt, the “Product Term” is the period of time during which the Customer or an authorized End User shall be authorized to use the applicable Product pursuant to a limited license granted hereunder.
- 2.5. Termination. Notwithstanding Section 2.1 above and in addition to any other termination rights hereunder, this Agreement may be terminated by either party for cause, upon receipt of a written notice to the aggrieved party, in the event the other

party: (i) materially breaches this Agreement; (ii) in its performance hereunder, recklessly or willfully violates applicable law; (iii) files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it; or (iv) is declared insolvent, makes an assignment for the benefit of creditors, appoints a receiver, conservator, or trustee to operate its business, or liquidates all or substantially all of its business assets, or the equivalent of any of the foregoing in this Section 2.5(iv).

3. Fees and Payment

- 3.1. Fees. Customer agrees to pay FMX the fees for Products as listed in the Subscription Summary. All fees and costs shall be exclusive of any taxes, however designated, levied or based upon the Products or other products and services. In the event that a Product is added to or removed from the Products provided to Customer, or the parties otherwise agree to add or remove products or services, the Subscription Summary shall be modified by FMX to reflect the then current terms. In the event the Subscription Summary is modified, the applicable fees for the then current invoice period shall be calculated by FMX in accordance with its then current practices.
- 3.2. Payment Terms. Unless otherwise specified in the Subscription Summary, FMX will invoice Customer periodically. The Customer will pay any undisputed invoice within thirty (30) days of the applicable invoice date. Customer will pay FMX simple interest on all overdue payments at a rate of 10% per year or the maximum rate allowable by law, if lesser. If any amount is past due, FMX may without notice, immediately suspend further work, and terminate Customer's and any related End User's access to any or all Products or other products purchased or otherwise licensed from or through FMX until the account is brought current. Customer shall be responsible for all expenses incurred by FMX in the collection of any unpaid invoice, including attorney's fees and costs.

4. Certain Definitions

- 4.1. **"Digital Notice"** means providing notice to the Customer or its representative by electronic mail or other digital means and shall be deemed effective when provided.
- 4.2. **"Effective Date"** means the date the initial Product is first made available to Customer or any End User.
- 4.3. **"End User"** means each actual user of the Product. Customer shall be responsible for the acts and omissions of its End Users, and Customer (and each of its End Users) shall be bound by the Terms of Use.
- 4.4. **"Intellectual Property"** means all rights and interests in all (a) patents, utility models, patent applications, and continuing (continuation, divisional, or continuation-in-part) applications, re-issues, extensions, renewals, and re-examinations thereof and patents issued thereon; (b) registered and unregistered trademarks, service marks, trade names, domain names, and all of the associated goodwill; (c) registered and unregistered copyrights and all other literary and author's rights; (d) trade secrets, know-how, show-how, concepts, ideas, methods, processes, designs, discoveries, improvements, and inventions, whether patentable or unpatentable; (e) all other intellectual, industrial, and proprietary rights now or hereafter coming into existence throughout the world; (f) applications for and registrations, renewals, and extensions of any of the foregoing; and (g) exclusive and non-exclusive license rights to any of the foregoing.
- 4.5. **"Scheduled Maintenance"** means the scheduled period of time when access to the Products is not available to End Users.
- 4.6. **"Product Effective Date"** means the date the Initial Product Term begins for each applicable Product, as listed on the Subscription Summary for each applicable Product.
- 4.7. **"Product Term"** means the Initial Product Term and any Product Renewal Term for such Product, which is the period of time during which Customer and any applicable authorized End User has a limited license to use such applicable Product according to the terms and conditions of this Agreement and the terms of the applicable Terms of Use.
- 4.8. **"Product Updates"** means new features and functionalities included, from time to time, in the Products.
- 4.9. **"Subscription Fee"** means the base fees for the Products as set forth the Subscription Summary, or such other invoice as FMX may later provide.
- 4.10. **"Term"** means the period beginning with the Product Effective Date for the first Product licensed by Customer and continuing until the expiration or termination of all applicable Product Term(s).

5. General

- 5.1. Relationship of the Parties. The parties are independent contractors, and neither shall at any time be considered, or represent itself to be, an agent, employee, associate, or joint venture party of the other. Neither party shall have the authority nor hold itself out as able to bind the other party to any contract or commitment, nor shall either party be responsible for the acts or omissions of the other vis-a-vis third parties.
- 5.2. Notices. Except as otherwise set forth in this Agreement any and all notices, demands, or other communications required or desired to be given hereunder by any party may be delivered by Digital Notice and shall be effective when provided.
- 5.3. Assignment. Neither party to this Agreement may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, FMX may assign or otherwise transfer any or all of its rights or obligations under this Agreement in the case of a sale or other transfer of all or substantially all of its assets or equity (whether by sale of assets or stock or by merger or other reorganization), without the prior consent of or notice to Customer.
- 5.4. Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the successors, permitted assigns and any other transferees of the parties hereto.

- 5.5. Entire Agreement. This Agreement, is the entire understanding and agreement of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, negotiations, representations, warranties, and communications whether written or oral. In the event of any conflict between the terms of this Agreement and any prior or contemporaneous agreements between the parties, the terms of this Agreement shall control with respect to all subject matters contain herein, notwithstanding anything to the contrary contained therein. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement, and all of such terms and conditions are hereby expressly rejected. In the event of a conflict between the terms contained in this Software Subscription and the terms of the applicable Subscription Summary, the terms of this Software Subscription shall control unless the conflicting terms of the applicable Subscription Summary expressly reference this Section 5.5. The terms set forth in the applicable Terms of Use (Exhibit A) are incorporated herein. FMX MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THE TERMS OF USE. FMX HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS.
- 5.6. Headings. The headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 5.7. Counterparts. This Agreement may be executed in any number of counterparts, and delivered through electronic means, a facsimile machine, as a .pdf attached to email, or such other method or manner as may be designated by FMX and each counterpart so executed and delivered shall be deemed an original, all of which together shall constitute one instrument.
- 5.8. Applicable Law and Dispute Resolution. This Agreement shall be construed and interpreted in accordance with and shall be governed by the laws of the State of Ohio, without regard to principals of conflict of law and irrespective of the fact that one or more parties hereto is now or may hereafter be a resident of a different state, jurisdiction or country. The state and federal courts situated in Franklin County, Ohio shall have exclusive jurisdiction for resolving any dispute arising under or relating to this Agreement. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties further expressly exclude the application of the Uniform Computer Information Transactions Act.
- 5.9. Force Majeure. All other terms of this Agreement notwithstanding, FMX shall not be liable for failure to perform any obligation under this Agreement or the failure of Products if such failure is caused by the occurrence of any contingency beyond the reasonable control of FMX (a "**Force Majeure Event**"), including but not limited to, fire, flood, strike, power outage, Internet outage, industrial disturbance, disruption, termination, or availability or reduction of services or products provided by third parties, denial of service attack, war, riot, insurrection, acts of God, acts of civil or military authority, or changes in third party platforms or APIs with which the Products interface or otherwise operate. In the event of such a Force Majeure Event, time for delivery or other performance under this Agreement shall be as soon as practicable following such Force Majeure Event.
- 5.10. Severability. In the event that any provisions of this Agreement, or any portions thereof, are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions of this Agreement shall not be affected thereby.
- 5.11. Survival. The provisions of Sections 1.3 and 1.4 and of this Article 5, as well as any accrued payment obligations, shall survive the termination of this Agreement for the periods contemplated thereby (or, if no period is contemplated, indefinitely).
- 5.12. Parties in Interest. The provisions of the Agreement are for the benefit of the parties hereto and not for any End User or other third party. No person other than a party to this Agreement may rely upon or enforce any provisions of this Agreement.
- 5.13. Ownership of Information/documents. All data, information and documents("data") created, generated and maintained by Customer during the term(s) of this Agreement are the property of Customer and under Customer's sole custody and control. Customer shall have sixty (60) days from the date this Agreement is terminated to export all of its data from the FMX Software.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the agreements contained herein, do hereby execute this Agreement effective as of the Effective Date.

Facilities Management eXpress, LLC

Customer

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT A TO STANDARD FMX SOFTWARE SUBSCRIPTION AGREEMENT

TERMS OF USE ("TERMS")

Facilities Management eXpress, LLC ("FMX") provides this product ("Product") along with any associated documentation ("Documentation") or portion thereof to the "Customer" (as such term is defined in the Commercial Terms) ("You" or "Your"), including Your authorized end users ("End Users") of this Product, on a non-exclusive basis for Your use and for Your sole benefit in accordance with the Commercial Terms, if any, and as such use and benefit may be limited by FMX. Before using the Product, you should carefully read the terms and conditions set forth in these Terms of Use ("Terms"). Your or Your End Users' use of the Product, or your written or electronic signature, or any other manifestation of your assent to these terms shall indicate your acceptance of the terms and conditions set forth in these Terms.

1. **Commercial Terms.** If applicable, the commercial terms, including payment terms, payment schedule and usage rights and restrictions for the Product are set forth in the Standard FMX Software Subscription Agreement (the "Commercial Terms"). Capitalized terms used but not defined in these Terms have the meanings set forth in the Commercial Terms.
2. **Limited License.** Subject to Your compliance with the terms and conditions set forth in these Terms, the full payment of all applicable fees, Your and Your End Users' strict compliance with the Commercial Terms, and Your and Your End Users' compliance with any additional terms set forth in the Commercial Terms, You are granted a limited, non-exclusive, revocable limited license under these Terms that permit You to use the Product in accordance with these Terms and the Commercial Terms during the applicable period provided in the Commercial Terms, as may be amended.
3. **Confidentiality.** The Parties acknowledge that each of them may receive from the other confidential information, including any and all information and know-how related directly or indirectly to the disclosing party, its business, or its products that is conspicuously marked "CONFIDENTIAL", "PROPRIETARY", or with other words of similar import, or that the receiving party knows is not publicly available. The receiving party shall not use or disclose the confidential information except in connection with, and as contemplated by, this Agreement. The receiving party shall use at least the same degree of care to avoid disclosure or unauthorized use of confidential information as it employs with respect to its own most confidential and proprietary information, but at all times shall use at least reasonable care. The receiving party shall not have any obligation of confidentiality with respect to any information that (i) is already known to the receiving party at the time the information is received from the disclosing party, as proven by prior documents or records of the receiving party; (ii) is or becomes publicly known through no wrongful act of the receiving party; or (iii) is rightfully received by the receiving party from a third party without restriction. The obligations of confidentiality and limitation of use shall survive the termination of this Agreement. If the parties have, as of the date of this Agreement, entered into, or if the parties do enter into subsequent to the date of this Agreement, any other agreement addressing the treatment of confidential information as between the parties, this Agreement shall in no event be deemed to narrow the scope or extent of protection otherwise provided to the disclosing party in respect of its confidential information.
4. **Data and Data Security.**
 - a. **Data Security.** Without limiting the obligations of confidentiality set forth in Section 3 of these Terms or otherwise, FMX shall not use, disclose or access Your data except as authorized by You, required to support the Products or to comply with law or as permitted by these Terms or the Commercial Terms. FMX shall implement commercially reasonable controls and procedures to limit access or use by its employees and contractors to Your data except as permitted by the preceding sentence. FMX, however, makes no representations or warranties with regard to Your or any third party's compliance with standards or use of other data security controls.
 - b. **Ownership of Data.** The parties acknowledge and agree that, at all times, You shall and FMX shall not be the rightful owner of Your data, and FMX shall not use Your data, except as expressly permitted by these Terms or the Commercial Terms, required by law, required to provide the Products, or as otherwise authorized by You.
 - c. **Customer's Data Security.** You represent that Your use of Your data complies with all applicable laws and governmental and industry regulations. You further represent that You do not and will not receive, transmit or store any data (including Your data) in or from jurisdictions outside of the United States, in or through the Products.
5. **Warranties and Representations.**
 - a. **By FMX.** FMX will make commercially reasonable efforts to make the Products available in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in developing and providing Products of a similar nature under similar circumstances.
 - b. **By Customer.** You warrant and represent that all materials and data provided by You do not infringe any United States patent, copyright, trademark, service mark or other Intellectual Property right of any third party in the United States. You warrant and represent that You are now in compliance with and during the Term of the Agreement shall continue to remain in compliance with all applicable U.S. and foreign laws and regulations including but not limited to (i) the International Emergency Economic Powers Act (50 U.S.C. § 1701) and all other laws administered by OFAC or any other governmental authority imposing economic sanctions and trade embargoes, (ii) U.S. export control Laws, including the Export Administration Regulations promulgated under the Export Administration Act of 1979 and the International Traffic in Arms Regulations administered by the U.S. Department of State, and (iii) the Foreign Corrupt Practices Act of 1977, as amended. Throughout the Term of the Agreement, You shall continue to comply with all such laws, and shall not export, re-export, divert, transship or otherwise deliver any products or other items purchased or subscribed to under the Agreement (including any Product) or any portion of such Products. As a condition precedent to any right or license granted herein, You represent and warrant that each of Your End Users shall agree to be bound by and comply with these Terms. FMX reserves the right but not the obligation, in its sole discretion to approve or prohibit access of any End User to the Products.

- c. **Customer Acknowledgment.** You acknowledge that the proper functioning and availability of the Products is dependent on interface and data exchange with various Customer and third party platforms and APIs. In the event that changes or updates are made to such Customer or third party platforms or APIs, changes or updates may be required to FMX's infrastructure or codebase in order to maintain the functionality of the Products. FMX reserves the right to charge additional fees or increase the Subscription Fee to be payable by You in order to accommodate such changes or updates. You further acknowledge that FMX makes no representations or warranties with respect to or regarding any software, products or other materials provided by third parties, including but not limited to the quality, availability, or functionality of any third party platforms or APIs ("**Third Party Materials**"). All use of Third Party Materials is subject to compliance with terms and conditions of use required by such third parties.

6. **DISCLAIMER; LIMITATION OF LIABILITY.** EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THESE TERMS, FMX HEREBY DISCLAIMS ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS. FMX DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. IN THE EVENT OF ANY INTERRUPTION, FMX'S SOLE OBLIGATION SHALL BE TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT ENTERED INTO THE AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY CONTAINED HEREIN. FMX'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED BY YOU, AND IN NO EVENT SHALL FMX'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE SUM TOTAL OF THE PRO RATA PORTION OF THE SUBSCRIPTION FEE PAID BY YOU TO FMX FOR THE PRODUCTS LICENSED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM. IN NO EVENT SHALL FMX BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR THIRD PARTY AND/OR END USER DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT, OR OTHERWISE IN CONNECTION WITH FMX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER.

7. **Ownership.** FMX retains ownership of all rights in the Product and of all proprietary technology embodied therein. All rights in and to the Product, including, but not limited to, any copyrights, patent, trade secret rights and other Intellectual Property rights, belong exclusively to FMX. You acknowledge that the unauthorized copying, disclosure, distribution, use or modification of the Product or Documentation received from FMX will cause material damage to FMX.

8. **Transferability of License.** You may not transfer the Product or the rights contained herein to use such Product to another party without the prior written consent of FMX. If You transfer possession or the use of any copy, modification or merged portion of the Product or Documentation to another party or physical location without FMX's prior written consent, Your license and rights hereunder will automatically terminate.

9. **Reverse Engineering.** You agree (a) not to disassemble, reverse engineer, or decompile any portion of the Product, and (b) not to disclose or disseminate any software code or other proprietary elements of the Product or any portion thereof. Any attempt to disassemble the object code of the Product is unauthorized and will result in immediate termination of the Agreement. You shall have no access, or right, to any source code relating to the Product.

10. **Compliance.** You may not commit any act which would, directly or indirectly, violate any law, regulation, treaty, or other agreement, including, without limitation, any laws relating to the export or re-export or diversion of the Product or other items to which the U.S. adheres or with which the U.S. complies. You represent and warrant that: (a) You are not located in, under the control of, or a resident of a jurisdiction where the use of the Product or the transaction contemplated in the Commercial Terms is prohibited; and (b) You shall not, in any manner whatsoever, either remove, convey, export, import, divert or transmit the Product from or to Your jurisdiction, or any other jurisdiction, in violation of applicable laws and regulations. You further agree, in connection with Your use of the Product, not to (i) introduce a virus, worm, Trojan horse or other harmful software code or similar files that may damage the operation of FMX's or a third party's computer or property or information; (ii) use the Product in any manner that could damage, disable, overburden, or impair any FMX server, or the network(s) connected to any FMX server or third party server or interfere with any other party's use and enjoyment of the Product; (iii) attempt to gain unauthorized access to service, materials, other accounts, computer systems or networks connected to any FMX server or third party server or to the Product, through hacking, password mining, or any other means; (iv) disclose, harvest, or otherwise collect information, including e-mail addresses, or other private information about any third party without that party's express consent; (v) sell, lease, or rent access to or use of the Product, or otherwise transfer any rights to use the Product under these Terms; (vi) defraud, defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (including but not limited to the rights of privacy and publicity) of others; (vii) upload, store, or otherwise make available any Protected Health Information or any files or other data that may contain Protected Health Information as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated pursuant to HIPAA; or (viii) upload, or otherwise make available, files that contain images, photographs, software, or other material protected by Intellectual Property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless You own or control the rights thereto or have received all necessary written consent to do the same. You shall indemnify and defend FMX from and against any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from Your use of the Product.

11. **Term.** The limited license provided for under these Terms shall commence on the date the Product is first made available to You and shall continue for the applicable period of time that You are authorized to continue using the Product pursuant to the Commercial Terms, unless earlier terminated by FMX in its sole discretion. All provisions of these Terms relating to disclaimers of warranties, limitation of liability, remedies or damages, and FMX's proprietary rights shall survive termination. You agree upon termination to return or destroy the Product together with all copies, modifications and merged portions, in any form, upon FMX's request.



Facilities Management eXpress

www.gofmx.com
1 (844) 664-4400
1515 Lake Shore Drive Columbus, OH 43204

Prepared by: Katie Milantoni Account Executive

Date: 3/10/2016

Expires: 3/31/2016

Executive Summary

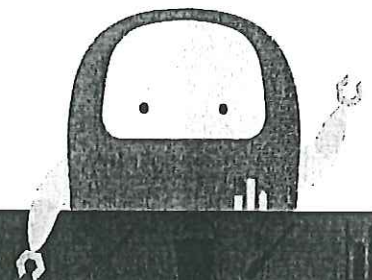
On behalf of Facilities Management eXpress we are excited at the prospect of working with The City of De Pere to streamline your facilities management. We plan to work closely with you in order to drive success in this program and your organization. We have taken the time to prepare this proposal based on our prior discussions and look forward to working together to establish a long-term partnership between our companies.

FMX Annual Subscription	Total Price
FMX Software Includes: Asset Management, Maintenance Requests, Planned Maintenance, Schedule Requests, Technology Requests, Planning Requests, Inventory Management, Custom Module Requests.	\$3,000
Unlimited Support	\$0
Implementation and On Boarding Training (one-time fee)	\$0
Dedicated Customer Success Manager	\$0
Total Subscription and Support	\$3,000

Annual subscription billing options: Credit card due upon receipt or mailed check upon request.

Subscription Includes:

- Dedicated Customer Success Manager
- Unlimited users (administrators, technicians, requesters, etc.)
- Premier support and training
 - Access to online FMX Learning Center
 - Unlimited training via GoToMeeting
 - Live email and telephone support (Monday - Friday 8:00am-6:00pm EST)



MAINTENANCE CONNECTION®

Quote

Maintenance Connection, Inc.
1477 Drew Ave Suite 103
Davis, CA 95616
United States

T: 888-567-3434
F: 775-255-6324

Date	2016/02/12
Expires	2016/04/12
Quote #	9039 v2
Created By	Scott Lasher

Prepared for City of DePere
Debbie Zierson
De Pere, Wisconsin
United States
E: dzierson@mail.de-pere.org

Cloud

Type	Item	SKU	Qty	Price	Total
Licensing	Cloud - Monthly Standard License Includes access to Maintenance Connection software, nightly database backups, general network administration, toll-free telephone support, etc. Base package offers users access to software for all modules within MRO WorkCenter, Technician WorkCenter and access to Reporter application.	Cloud-LIC	1	\$199.00	\$0.00*
Licensing	Cloud - Service Requester - Included Allow users to submit maintenance requests electronically and check the status of these requests with a web browser. Includes access for unlimited users to submit service requests.	Cloud-SR-Free	1	\$0.00	\$0.00*
Licensing	Cloud - Agent / Rules Manager - Included The Agent / Rules Manager is used to manage a number of automated features in the system. When installed, it continuously checks for "actions" that need to be executed. Common outputs include automation for Notifications Emails/Text Defined in the Rules Manager, Scheduled Reports via Email/Saved Files, KPI Trending/Alarms, Work Order Rapid Entry, Database Job Scheduler, and Email to Work Order Manager.	Cloud-AGENT-Free	1	\$0.00	\$0.00*
Licensing	MC Express - Cloud Starter Pack (Mobile) Includes software licenses to allow users access to a robust yet simple mobile interface. This license can be accessed from most browsers on most modern devices that have access to the web or intranet. The licensing model is on a concurrent basis. The Starter Pack includes two (2) concurrent user licenses.	MCX-Cloud-B	1	\$199.00	\$0.00 [†] *
Professional Services	Limited Setup Package (4 Days) These projects typically have minimal requirements which include implementing core CMMS modules (e.g., Assets, PMs, WOs) and some complementary modules (e.g., Departments, Accounts) for a single group/site. The limited services are best utilized with a train-the-trainer approach and the most successful projects are led by someone with CMMS experience. Common outputs include simple project planning, core configuration, process design, go-live and managing results for the core modules. Services are typically delivered through a combination of in-person/remote training which may include a single in-person visit (travel costs applicable).	LSU	1	\$6,400.00	\$6,400.00

MAINTENANCE CONNECTION*

Quote

* Recurring fees billed monthly with 0 upfront payment(s).
 † Non-taxable item

Please contact us if you have any questions.

Total Due \$6,400.00 USD

Cost Breakdown

Type	Up-front Fees	Recurring Fees
Licensing	—	\$398.00*
Professional Services	\$6,400.00	—
Total	\$6,400.00 USD	\$398.00 USD*

* Recurring fees billed monthly with 0 upfront payment(s).

Implementation Services

Unless otherwise requested, professional services quoted here will be invoiced upon ordering and will be held as a retainer to be used as needed.

Services may be delivered remotely or in-person, however, in-person training will result in additional travel costs which may include: airfare, accommodations, transportation, and a fixed per diem for meals/incidentals (\$60/Day). MC follows standard business travel guidelines and will invoice incurred costs following an in-person visit. If you prefer to arrange travel on our behalf, please communicate this directly to your Implementation Consultant. Please note that in-person visits are not typically scheduled for a duration of less than two service days and confirmation of purchase is required before scheduling may take place. Finally, purchased services may be utilized for any topics that you request.

To proceed read the following and click below

1) Professional Services may be used for project planning, data migration, core configuration, process design, go-live and managing results for the core and complementary modules. They may also be used for scoping, development, testing, and installation for a modification request. 2) Source code for Maintenance Connection will be provided upon purchase. Upon each new release, if Customer is under support contract, source code for new releases will be provided as well. 3) Payment terms will be NET 30. Invoice will reflect software licensing + implementation services and first year annual support fees. Hosting fees (if applicable) will begin being billed the month after the database is available online.

ORDER NOW



HIPPO CMMS PRICE QUOTE

PREPARED FOR THE CITY OF DE PERE

March 15, 2016

Eric:

Thank you for your interest in Hippo CMMS. We seek to simplify your maintenance operations by delivering a powerful CMMS solution, a flexible pricing structure and of course, an unbeatable support team. The following is a detailed cost breakdown based on our discussions of your needs. We believe our HipPro package will provide City of De Pere with the right features and functions needed to streamline your operations and realize greater efficiencies.

This price quote is based on the following criteria:

- ✓ 21-25 Buildings (\$300/month)
- ✓ Unlimited Users
- ✓ Unlimited Work Requesters
- ✓ Complete Data Integration (Approx 100 pieces of Equipment & Locations)
- ✓ Unlimited Technical Support
- ✓ Unlimited Web-Training for First 6 Months
- ✓ 10% Discount for Annual Subscription

TYPE	ITEM	TERM	INVESTMENT
LICENSE PACKAGE	HipPro	Annual	\$3,240
PROFESSIONAL SERVICES	Hippo Setup	One Time	\$300
	Training	Unlimited - First 6 Months	Included

TOTAL INITIAL INVESTMENT:	\$3,540
---------------------------	---------

Annual renewal amount is: \$3,240



HIPPO CMMS PRICE QUOTE

USERS

Unlimited	Licensed Users
Unlimited	Work Order Requesters

DASHBOARDS

✓	Hippo Standard Dash
✓	Hippo Calendar Dash

FEATURES

✓	On Demand Work Order Management
✓	Preventive Maintenance Management
✓	Asset and Equipment Management
✓	Hippo Reports
✓	Hippo Mobile App
✓	Resource and Vendor Management

PROFESSIONAL SERVICES

✓	Account Setup
✓	Data Integration
✓	Unlimited Web Training for First 6 Months

TERMS OF SERVICE: The price quote has been prepared for the City of De Pere. The initial term of license is 12 months. All professional service fees below \$3,000 will be invoiced following sign off. License fees are paid annually, and will commence the first of the month upon written acceptance of terms and conditions of the proposal.

GUARANTEES: This price quote will be active for 90 days. After this period, the quote is not guaranteed and is subject to change. Software licensing fees shall not increase by more than 3% per year to account for inflation. All prices are shown with the appropriate currency and the City of De Pere will be invoiced in US Dollars.

PROFESSIONAL SERVICES: The estimated man-hours and associated cost estimates for professional services are based upon a general understanding of the requirements as discussed with Hippo personnel. These estimates are provided for budgetary purposes and to assist in your evaluation of the proposed implementation plan. There are instances when professional service costs exceed the estimate. The hourly rate for professional services are \$150/hour. Hippo reserves the right to charge an additional fee of 15% of the estimated professional service fee for projects that go beyond 3 months from the sign off date.

CONFIDENTIALITY: All content included in this quote is confidential and should not be disclosed to other parties without the expressed, written permission of Hippo.

CANCELLATION POLICY: Automatic invoicing of annual license fee will

occur at the end of each term unless Hippo CMMS is notified of cancellation. Clients have the ability to terminate service with Hippo CMMS at any time. Clients own all of their data and can export it at any time.

PACKAGE BREAKDOWN: The full package breakdown is shown in the chart located above. The HipPro license package is comprised of most of Hippo CMMS's dashboards and features. The price quote also includes professional services, data integration, account setup, and training. In addition, the package includes free technical support throughout the duration of the contract, access to on demand video tutorials, daily data backups, and quarterly software updates. Technical support is available M-F from 8:30 AM- 5 PM CST.

Thank you again for your interest in Hippo CMMS solutions. Please feel free to contact me with any questions at (866) 956-2859 x 247 or by email at jorel@hippocmms.com.

The undersigned accepts the above detail and agrees to the terms herein.

Client Signature

Date

Print Name

Position

**Please fax or email a copy of the signed price quote to (204) 943-5704 or jorel@hippocmms.com.

City Of De Pere

PREPARED BY

Dude Solutions, Inc.

PREPARED FOR

City Of De Pere

PUBLISHED ON

March 04, 2016

March 04, 2016

Marty Kosobucki
City Of De Pere
925 South 6th Street, De Pere, WI 54115
De Pere, WI 54115

Dear Marty,

Thank you for your interest in our affordable suite of powerful, easy-to-use online tools and services that allow you to save money, increase efficiency, and improve services. We are dedicated to providing best in class solutions with top notch support and training. Our additional services are designed to help you maximize the value of your investment. Your subscription includes unlimited users and pricing is based on the following:

100 developed acres

Up to 150,000 square feet

MaintenanceEdge	8 months	\$2,893.33
MaintenanceEdge - Quick Start	One-Time[]	\$2,370.00
Total Investment:		\$5,263.33

Annual renewal amount from 01/01/2017 to 12/31/2017 is \$4,340.00

Training & Support

Online support and training is standard with each subscription and includes:

Product Launch Services

Work 1:1 with a client advisor from your initial purchase to determine your needs, goals, and timeline. Then, we will design a success plan tailored to your specific environment and requirements.

Lifetime Training

You have lifetime training for all active product subscriptions, including:

- Scheduling online training sessions for new product administrators.
- Holding group training for specific product roles.

Lifetime Support

You have lifetime support for all active product subscriptions:

- A live representative is happy to help Monday to Friday 8am - 6pm ET. After hours inquiries will be responded to the next business day.
- A friendly representative will answer the phone within 3 rings and direct you to a knowledgeable team member who can help.
- Send us an email – we answer 99% of our support emails within 1 hour.
- Reach us instantly through our software with live chat!
- Best practices webinars and podcasts which share new trends, popular reports, and tips.
- Training review webcasts are a great resource for clients who need a refresher after their initial training , or for new employees that could benefit from a training session.

Scope of Work & Terms

Terms of Service:

- Proposal has been prepared for City Of De Pere.
- Proposal is valid for 30 days.
- Initial Term: 8 months
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price. If City Of De Pere is tax exempt please email a copy of your Tax Exemption Certificate to accounting@facilitydude.com (<mailto:accounting@facilitydude.com>).
- Please address purchase order to: FacilityDude.com, 11000 Regency Parkway Suite 200, Cary, NC 27518
- Training and startup assistance are available in an online format and through telephone support as indicated on our website.
- Technical Support is available from 8am to 6pm EST. Please call (877)655-3833 for or email support@facilitydude.com (<mailto:support@facilitydude.com>) for technical support.
- Subscription begins upon written acceptance of terms and conditions of the proposal.
- Data Imports, project management, and onsite training are outside of the scope of this proposal and are available at an additional cost.

- Pricing is based upon FacilityDude.com's standard Terms of Use (<https://facilitydude.com/privacy-terms-of-use/>)
- com's Terms of Use are governed by our online terms of use statement available at: <http://facilitydude.com/privacy-terms-of-use/> (<http://facilitydude.com/privacy-terms-of-use/>).

At FacilityDude, we are happy to work with your yearly budgeting cycle. If you would prefer a pro-rated annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Payment and Delivery Terms:

- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund.

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

MEETING DATE: April 19, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #16-49 Authorizing the Negotiation of an Economic Development Loan with Healthy Bellyz, LLC

ATTACHMENTS:

- Healthy Bellyz Resolution (DOCX)
- CC Memo Healthy Bellyz 4-16 (DOCX)
- Application Form (PDF)

RESOLUTION #16-49

AUTHORIZING THE NEGOTIATION OF AN
ECONOMIC DEVELOPMENT LOAN WITH
HEALTHY BELLYZ, LLC

WHEREAS, the Department of Planning and Economic Development has received the application of Healthy Bellyz, LLC for a revolving loan in the amount of \$92,444.00; 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 1/16/13).

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 Healthy Bellyz, LLC in accordance with the City's Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/16/13) in the principal amount not to exceed \$92,444.00.

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

Resolution #16-49

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 19th of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: April 13, 2016

RE: **Revolving Loan Fund (RLF) Application for Healthy Bellyz**

PROJECT SUMMARY

Attached is an application for a RLF request by Healthy Bellyz. They are requesting the loan as for working capital in order to complete the expansion of their facility from 365 Main Street to 363 and 365 Main Street. The expansion will provide for additional customer dining space and allow for a production kitchen in order to produce products for wholesale to local eateries and gas stations. The proposed project will create 9 full time equivalent employees within the first year and 12 within three years. The company is requesting a loan amount of \$92,444 from the City RLF (requires the creation of five full time equivalent jobs).

The loan would be for working capital and possibly equipment. The working capital loan (\$92,444) would have an interest rate of 1% with a seven (7) year term. The City is still negotiating the collateral positions that may include, but not be limited to, a position on the equipment (\$50,000), personal guarantees and/or life insurance policies.

As part of the process, staff requests approval from the City Council to proceed with negotiating the terms of the loan (which may also include changing the type of loan) and also drafting the necessary documents related to the loan. If terms can be reached, the final documents would be presented to the Finance Committee for approval and then a closing date can be set with the company.

The current balance of the Revolving Loan Fund account is approximately \$90,000 over the maximum cap set by the State. RLF reporting is due in early May and any funds over the cap must be remitted to the State. In May of 2015, the City paid the state \$224,000 in order to be in compliance with the cap requirement.

Attachments

c: Michael Walsh, Mayor
 Larry Delo, City Administrator
 Judith Schmidt-Lehman, City Attorney



CITY OF DE PERE

**APPLICATION FOR
REVOLVING LOAN FUND**

Date: 3/14/16

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) Healthy Bellyz	Authorized Representative (CEO) Alicia Stiles		
Mailing Address 365 MAIN St.	City DePere	State WI	ZIP Code 54715
Email Address HealthyBellyz11@gmail.com	Phone Number (incl. area code) 920-360-8585	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:	<u>Working Capital</u> Equipment / Machinery Land / Site Acquisition Construction
Use of RLF Funds:	maintain employee payroll inventory
# of Jobs to be Created or Retained:	9 in the first year 12 within 3
Loan Amount Requested (\$20,000 per FTE):	92444
Target Loan Closing Date:	4-1-16

SECTION 4: Project Financing Information

Project Sources of Funding		Project Uses of Funding	
Personal financing for Project:	original equipment/inventory	Land & Building:	
Private Financing for Project:	sales buildings \$9000	Equipment:	
Other Financing for Project:		Working Capital:	X
City RLF Financing for Project:	92,444	Other:	X payroll/maintain bills
TOTAL Project Sources:		TOTAL PROJECT Uses:	

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) ALICIA STILES	Title Co-owner	Phone Number 920-360-8585
Signature of Applicant <i>Alicia Stiles</i>		Date Signed 3/14/16

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #16-50 Accepting Grant from Shopko Foundation

The police department applied for and received a mini-grant from Shopko in the amount of \$600. The purpose of the grant application was to help defray the costs of updating an outdated piece of equipment in our briefing room, namely replacing the old chalk board with an electronic Smart Board. (See approval of Smart Board purchase action item).

The Finance and Personnel Committee recommends accepting this grant. Please accept this mini-grant for the purpose of updating equipment. Thank you and if you have any questions please contact me at your convenience.

ATTACHMENTS:

- Shopko Resolution (DOCX)
- Shopko mini grant (PDF)

RESOLUTION #16-50

AUTHORIZING ACCEPTANCE OF
SHOPKO FOUNDATION COMMUNITY CHARITABLE GRANT

WHEREAS, the Shopko Foundation Community Charitable Grant program provides support for local community programs; and

WHEREAS, the Police Department sought a grant through the Shopko Foundation for support in defraying the costs of updating Police briefing room equipment; and

WHEREAS, the City has learned it is qualified for a \$600.00 grant; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council gratefully accepts the \$600.00 grant from the Shopko Foundation and thanks them for their generosity.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, employees, and agents 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 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Shopko Resolution (4630 : Resolution #16-50 Accepting Grant from Shopko Foundation for Police Equipment)

SHOPKO[®]

Foundation

February 3, 2016

Mr. Jake Nowak
City of De Pere Police Department
325 S. Broadway Street
De Pere, WI 54115

Dear Mr. Jake Nowak:

Thank you for your recent grant application submitted through Shopko Foundation's Community Charitable Grant program.

This grant program was established to support charitable non-profit organizations through limited funding of local programs and events in our Shopko communities.

I'm pleased to announce an approved grant for the City of De Pere Police Department in the amount of \$600.00. Because we receive many more requests than we are able to support, we are not always able to offer full funding for each program. If a reduced grant applies in your case, we hope you will understand our funding limitations.

The Foundation is pleased to recognize the good work you do and applauds your efforts and commitment to support your community. Our sponsorship check is enclosed and should be used for the purpose/program detailed on your application form.

Thank you very much for your interest and the opportunity to assist you.

Sincerely,



Elizabeth Madigan
Shopko Foundation Coordinator

 "Like" us on Facebook to see all the great things we do in our communities!



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

MEETING DATE: April 19, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-51 Establishing Mobile Food Establishment License Fees

ATTACHMENTS:

- Reso16-XX Setting Fees for Mobile Food Establishments (DOCX)
- Food Truck License Fee Ord changes memo (DOCX)

RESOLUTION #16-51

SETTING FEES FOR MOBILE FOOD ESTABLISHMENTS

WHEREAS, pursuant to §106-6 (4) (c), De Pere Municipal Code, mobile food truck establishment licenses may be granted by the City Clerk-Treasurer; and

WHEREAS, the Common Council wishes to establish fees for such special mobile food establishment license.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby imposes the following:

Initial License Fees

Existing City of De Pere based food establishment \$300

All other applicants \$500

Renewal License Fees

Existing City of De Pere based food establishment \$300

All other applicants \$500

BE IF FURTHER RESOLVED THAT:

All City officers, officials, 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 19th day of April, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes _____
Nays _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Finance/Personnel Committee
 From: Judith Schmidt-Lehman, City Attorney
 RE: Amending §106-4(c) De Pere Municipal Code (DPMC) Regarding Food Truck
 License Fees
 Date: April 12, 2016

Last year, the Council enacted §106-4(c) DPMC regarding mobile food establishments (food trucks.) Due to an oversight, the fees attendant with the license required under this ordinance were included in the ordinance itself rather than adopted by Resolution, which is the current Council practice. Therefore, the following proposed Ordinance and Resolution corrects this oversight by repealing the fee designations in the Ordinance and inserting language referencing fee setting by resolution. Please see the attached red-lined version of this paragraph of the ordinance.

Also attached is the accompanying Resolution setting the fees consistent with the fee structure in the current ordinance.

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

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

MEETING DATE: April 19, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 4-19-16 VOUCHERS (PDF)

4/12/2016 8:16 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05120 APR 2015 COUNCIL - 2 4-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0001	A1 ELEVATOR CORP							
	I-9505	A1 ELEVATOR CORP	R	4/19/2016		157.50CR	078217	157.50
0302	AIRGAS USA LLC							
	C-9600355579	AIRGAS USA LLC	R	4/19/2016		524.75	078218	
	I-9049619712	AIRGAS USA LLC	R	4/19/2016		116.74CR	078218	
	I-9049800848	AIRGAS USA LLC	R	4/19/2016		536.56CR	078218	
	I-9049848278	AIRGAS USA LLC	R	4/19/2016		104.60CR	078218	
	I-9934257151	AIRGAS USA LLC	R	4/19/2016		268.30CR	078218	501.45
7376	ALICE TRAINING INSTITUTE LLC							
	I-10164	ALICE TRAINING INSTITUTE LLC	R	4/19/2016		2,975.00CR	078219	2,975.00
2982	ALL CITY COMMUNICATIONS							
	I-4699567-040116	ALL CITY COMMUNICATIONS	R	4/19/2016		171.12CR	078220	171.12
5604	AURORA BAYCARE MED CTR LLC							
	I-TT304	AURORA BAYCARE MED CTR LLC	R	4/19/2016		108.11CR	078221	108.11
1380	AUTOHOE II INC							
	I-14940	AUTOHOE II INC	R	4/19/2016		235.00CR	078222	235.00
0442	BADGER LABORATORIES & ENGINEERING							
	I-INVO000065129	BADGER LABORATORIES & ENGINEER	R	4/19/2016		20.00CR	078223	20.00
0020	BADGERLAND PRINTING INC							
	I-27454	BADGERLAND PRINTING INC	R	4/19/2016		78.00CR	078224	78.00
0023	BATTERIES PLUS LLC							
	I-501-486382	BATTERIES PLUS LLC	R	4/19/2016		39.90CR	078225	39.90
0027	BAY TOWEL INC							
	I-2145694	BAY TOWEL INC	R	4/19/2016		126.33CR	078226	
	I-2147128	BAY TOWEL INC	R	4/19/2016		45.16CR	078226	
	I-2147129	BAY TOWEL INC	R	4/19/2016		79.24CR	078226	
	I-2150682	BAY TOWEL INC	R	4/19/2016		45.16CR	078226	
	I-2150683	BAY TOWEL INC	R	4/19/2016		75.93CR	078226	371.82
0025	BAYCOM INC							
	I-EQUIPINV_002056	BAYCOM INC	R	4/19/2016		570.00CR	078227	
	I-SRVCE000000001970	BAYCOM INC	R	4/19/2016		380.00CR	078227	950.00

Attachment: 4-19-16 VOUCHERS (4628 : Voucher Approval.)

4/12/2016 8:16 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05120 APR 2015 COUNCIL - 2 4-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6473	BEAVER OF WISCONSIN INC							
	I-90834	BEAVER OF WISCONSIN INC	R	4/19/2016		376.25CR	078228	376.25
0317	BRABAZON PUMPE CO LTD							
	I-5110678	BRABAZON PUMPE CO LTD	R	4/19/2016		618.25CR	078229	
	I-5110717	BRABAZON PUMPE CO LTD	R	4/19/2016		11,741.73CR	078229	12,359.98
0039	BROOKS TRACTOR INC							
	I-C91401	BROOKS TRACTOR INC	R	4/19/2016		13,000.00CR	078230	13,000.00
2944	BROWN COUNTY JAIL							
	I-201604115800	BROWN COUNTY JAIL	R	4/19/2016		600.00CR	078231	600.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-30691	BROWN COUNTY PORT SOLID WASTE	R	4/19/2016		25,636.14CR	078232	25,636.14
2984	BROWN COUNTY TREASURER							
	I-2016-00000005	BROWN COUNTY TREASURER	R	4/19/2016		1,815.12CR	078233	
	I-2016-00000039	BROWN COUNTY TREASURER	R	4/19/2016		654.56CR	078233	2,469.68
6061	CARRICO AQUATIC RESOURCES INC							
	I-20160858	CARRICO AQUATIC RESOURCES INC	R	4/19/2016		5,250.00CR	078234	5,250.00
0536	CDW GOVERNMENT INC							
	I-CNN4022	CDW GOVERNMENT INC	R	4/19/2016		46.16CR	078235	46.16
1812	CITY OF DE PERE							
	I-20160406DANCE	CITY OF DE PERE	R	4/19/2016		325.77CR	078236	325.77
2708	CLEANING SOLUTION SERVICES INC							
	I-11520	CLEANING SOLUTION SERVICES INC	R	4/19/2016		1,732.00CR	078237	1,732.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-201604115801	COUNTRY VISIONS COOPERATIVE	R	4/19/2016		29.94CR	078238	29.94
1302	DE KEYSER CONST CO INC							
	I-1500-246	DE KEYSER CONST CO INC	R	4/19/2016		1,955.97CR	078239	1,955.97
0069	DE PERE GREENHOUSE INC							
	I-23819	DE PERE GREENHOUSE INC	R	4/19/2016		180.00CR	078240	180.00
6369	DICK'S GUN SHOP INC							
	I-4901	DICK'S GUN SHOP INC	R	4/19/2016		1,325.00CR	078241	1,325.00

Attachment: 4-19-16 VOUCHERS (4628 : Voucher Approval.)

4/12/2016 8:16 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05120 APR 2015 COUNCIL - 2 4-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0079	DORSCH CORP							
	I-49198	DORSCH CORP	R	4/19/2016		607.15CR	078242	607.15
7377	EAGLE ENGRAVING INC							
	I-2016-994	EAGLE ENGRAVING INC	R	4/19/2016		176.11CR	078243	176.11
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1811951	EMERGENCY MEDICAL PRODUCTS INC	R	4/19/2016		263.30CR	078244	263.30
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-0316-5607	EMPLOYEE RESOURCE CENTER INC	R	4/19/2016		405.00CR	078245	405.00
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201604115802	EMS MEDICAL BILLING ASSOC LLC	R	4/19/2016		4,270.35CR	078246	4,270.35
7378	FEDEX EXPRESS, LEGAL DEPT							
	I-201604115803	FEDEX EXPRESS, LEGAL DEPT	R	4/19/2016		110.00CR	078247	110.00
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-15344	FIRE APPARATUS & EQUIPMENT INC	R	4/19/2016		90.03CR	078248	90.03
5481	FIRST AYD							
	I-PSI31698	FIRST AYD	R	4/19/2016		138.79CR	078249	138.79
0200	FIRST SUPPLY LLC							
	I-3994280-01	FIRST SUPPLY LLC	R	4/19/2016		87.30CR	078250	87.30
0562	GALL'S INC							
	C-2095388	GALL'S INC	R	4/19/2016		67.50	078251	
	I-5061793	GALL'S INC	R	4/19/2016		98.13CR	078251	30.63
0116	GRAINGER INC							
	I-9059415712	GRAINGER INC	R	4/19/2016		395.85CR	078252	
	I-9059994328	GRAINGER INC	R	4/19/2016		1,746.00CR	078252	
	I-9060912707	GRAINGER INC	R	4/19/2016		252.85CR	078252	
	I-9065837685	GRAINGER INC	R	4/19/2016		195.00CR	078252	2,589.70
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-984127086	GRAYBAR ELECTRIC COMPANY INC	R	4/19/2016		17.50CR	078253	
	I-984127087	GRAYBAR ELECTRIC COMPANY INC	R	4/19/2016		1,009.95CR	078253	1,027.45
7275	JENNY HAMMES							
	I-201604115804	JENNY HAMMES	R	4/19/2016		37.04CR	078254	37.04

Attachment: 4-19-16 VOUCHERS (4628 : Voucher Approval.)

4/12/2016 8:16 AM

A / P CHECK REGISTER

PAGE: 4

PACKET: 05120 APR 2015 COUNCIL - 2 4-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0446	HAWKINS INC							
	I-3857476 RI	HAWKINS INC	R	4/19/2016		3,986.37CR	078255	3,986.37
3521	HD SUPPLY WATERWORKS LTD							
	I-F314843	HD SUPPLY WATERWORKS LTD	R	4/19/2016		731.40CR	078256	731.40
5484	HYDROCORP INC							
	I-38540-IN	HYDROCORP INC	R	4/19/2016		2,876.00CR	078257	
	I-38633-IN	HYDROCORP INC	R	4/19/2016		3,325.00CR	078257	6,201.00
1399	INDOFF INC							
	I-2775381	INDOFF INC	R	4/19/2016		78.67CR	078258	
	I-2779549	INDOFF INC	R	4/19/2016		121.93CR	078258	
	I-2780399	INDOFF INC	R	4/19/2016		26.97CR	078258	227.57
1276	JX ENTERPRISES INC							
	I-D-260850104	JX ENTERPRISES INC	R	4/19/2016		158.65CR	078259	
	I-D-260890106	JX ENTERPRISES INC	R	4/19/2016		49.98CR	078259	
	I-D-260900144	JX ENTERPRISES INC	R	4/19/2016		83.98CR	078259	
	I-D-260910128	JX ENTERPRISES INC	R	4/19/2016		465.28CR	078259	
	I-D-260950005	JX ENTERPRISES INC	R	4/19/2016		40.00CR	078259	797.89
3140	KUNDINGER FLUID POWER INC							
	I-50375639	KUNDINGER FLUID POWER INC	R	4/19/2016		368.91CR	078260	368.91
7082	LEE RECREATION LLC							
	I-10501-16	LEE RECREATION LLC	R	4/19/2016		665.00CR	078261	665.00
5786	LEE, CINDY							
	I-201604115805	LEE, CINDY	R	4/19/2016		100.98CR	078262	100.98
7365	LONG VANS							
	I-PSI-2174810	LONG VANS	R	4/19/2016		112.00CR	078263	112.00
0173	MENARDS INC							
	I-81769	MENARDS INC	R	4/19/2016		22.46CR	078264	
	I-82405	MENARDS INC	R	4/19/2016		19.98CR	078264	
	I-82556	MENARDS INC	R	4/19/2016		15.63CR	078264	
	I-82560	MENARDS INC	R	4/19/2016		60.69CR	078264	
	I-82770	MENARDS INC	R	4/19/2016		104.96CR	078264	223.72
0531	NORTHEAST AUTO PARTS INC							
	I-310027	NORTHEAST AUTO PARTS INC	R	4/19/2016		3.58CR	078265	
	I-310100	NORTHEAST AUTO PARTS INC	R	4/19/2016		35.31CR	078265	
	I-310287	NORTHEAST AUTO PARTS INC	R	4/19/2016		35.35CR	078265	74.24

Attachment: 4-19-16 VOUCHERS (4628 : Voucher Approval.)

4/12/2016 8:16 AM

A / P CHECK REGISTER

PAGE: 5

PACKET: 05120 APR 2015 COUNCIL - 2 4-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5433	NORTHEAST WI TECH COLLEGE							
	I-CS29001	NORTHEAST WI TECH COLLEGE	R	4/19/2016		2,250.00CR	078266	
	I-CS29057	NORTHEAST WI TECH COLLEGE	R	4/19/2016		1,887.00CR	078266	
	I-CS29068	NORTHEAST WI TECH COLLEGE	R	4/19/2016		80.00CR	078266	4,217.00
0187	NSIGHT TELS SERVICES							
	I-201604115806	NSIGHT TELS SERVICES	R	4/19/2016		64.40CR	078267	64.40
0966	OLD DOMINION BRUSH							
	I-88195-IN	OLD DOMINION BRUSH	R	4/19/2016		28.57CR	078268	28.57
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-164412	OSHKOSH FIRE & POLICE EQUIPMEN	R	4/19/2016		456.00CR	078269	456.00
0197	PACKER CITY INTERNATIONAL INC							
	C-X101040067:01	PACKER CITY INTERNATIONAL INC	R	4/19/2016		5.14	078270	
	I-X101041887:01	PACKER CITY INTERNATIONAL INC	R	4/19/2016		43.70CR	078270	
	I-X101042207:01	PACKER CITY INTERNATIONAL INC	R	4/19/2016		213.50CR	078270	
	I-X101042406:01	PACKER CITY INTERNATIONAL INC	R	4/19/2016		68.40CR	078270	320.46
0208	POMP'S TIRE SERVICE INC							
	I-90027640	POMP'S TIRE SERVICE INC	R	4/19/2016		511.06CR	078271	
	I-90028309	POMP'S TIRE SERVICE INC	R	4/19/2016		618.88CR	078271	1,129.94
1434	PAULA RAHN							
	I-201604115807	PAULA RAHN	R	4/19/2016		106.92CR	078272	106.92
6948	RAY'S TIRE							
	I-3-36847	RAY'S TIRE	R	4/19/2016		1,337.09CR	078273	1,337.09
6380	ROCK OIL REFINING INC							
	I-253171	ROCK OIL REFINING INC	R	4/19/2016		50.00CR	078274	50.00
0235	SAINT VINCENT HOSPITAL							
	I-43126	SAINT VINCENT HOSPITAL	R	4/19/2016		6.07CR	078275	6.07
3234	SHERWIN WILLIAMS							
	I-1028-8	SHERWIN WILLIAMS	R	4/19/2016		31.74CR	078276	31.74
0257	STREICHER'S INC							
	I-I1200386	STREICHER'S INC	R	4/19/2016		184.00CR	078277	
	I-I1200569	STREICHER'S INC	R	4/19/2016		5,440.00CR	078277	
	I-I1202527	STREICHER'S INC	R	4/19/2016		275.00CR	078277	5,899.00

Attachment: 4-19-16 VOUCHERS (4628 : Voucher Approval.)

4/12/2016 8:16 AM

A / P CHECK REGISTER

PAGE: 6

PACKET: 05120 APR 2015 COUNCIL - 2 4-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
7309	TRILLIUM CNG							
	I-INV0017219	TRILLIUM CNG	R	4/19/2016		4,303.88CR	078278	4,303.88
0268	TRUCK EQUIPMENT INC							
	I-682276-00	TRUCK EQUIPMENT INC	R	4/19/2016		405.38CR	078279	405.38
0272	UNIFORM SHOPPE INC							
	I-253019	UNIFORM SHOPPE INC	R	4/19/2016		56.85CR	078280	
	I-253074	UNIFORM SHOPPE INC	R	4/19/2016		84.95CR	078280	
	I-253101	UNIFORM SHOPPE INC	R	4/19/2016		1,300.00CR	078280	
	I-253160	UNIFORM SHOPPE INC	R	4/19/2016		185.85CR	078280	
	I-253164	UNIFORM SHOPPE INC	R	4/19/2016		74.90CR	078280	
	I-253259	UNIFORM SHOPPE INC	R	4/19/2016		23.50CR	078280	
	I-253374	UNIFORM SHOPPE INC	R	4/19/2016		181.80CR	078280	
	I-253389	UNIFORM SHOPPE INC	R	4/19/2016		23.50CR	078280	
	I-253526	UNIFORM SHOPPE INC	R	4/19/2016		325.00CR	078280	
	I-253638	UNIFORM SHOPPE INC	R	4/19/2016		32.95CR	078280	
	I-253642	UNIFORM SHOPPE INC	R	4/19/2016		74.85CR	078280	
	I-253728	UNIFORM SHOPPE INC	R	4/19/2016		64.45CR	078280	
	I-253865	UNIFORM SHOPPE INC	R	4/19/2016		950.00CR	078280	
	I-253866	UNIFORM SHOPPE INC	R	4/19/2016		950.00CR	078280	
	I-253867	UNIFORM SHOPPE INC	R	4/19/2016		950.00CR	078280	
	I-253869	UNIFORM SHOPPE INC	R	4/19/2016		950.00CR	078280	
	I-253870	UNIFORM SHOPPE INC	R	4/19/2016		950.00CR	078280	7,178.60
VOID	VOID CHECK		V	4/19/2016			078281	**VOID**
1911	UNITED PARCEL SERVICE INC							
	I-000070A6Y6136	UNITED PARCEL SERVICE INC	R	4/19/2016		8.61CR	078282	8.61
7015	US BANK EQUIPMENT FINANCE							
	I-301680765	US BANK EQUIPMENT FINANCE	R	4/19/2016		207.50CR	078283	207.50
3707	VIKING ELECTRIC SUPPLY							
	I-1250730	VIKING ELECTRIC SUPPLY	R	4/19/2016		10.05CR	078284	
	I-1251125	VIKING ELECTRIC SUPPLY	R	4/19/2016		83.25CR	078284	
	I-1251149	VIKING ELECTRIC SUPPLY	R	4/19/2016		6.37CR	078284	99.67
6469	WI DOCUMENT IMAGING							
	I-66652	WI DOCUMENT IMAGING	R	4/19/2016		192.55CR	078285	192.55

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	68	0.00	120,260.10	120,260.10
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

Attachment: 4-19-16 VOUCHERS (4628 : Voucher Approval.)

4/12/2016 8:16 AM

A / P CHECK REGISTER

PAGE: 7

PACKET: 05120 APR 2015 COUNCIL - 2 4-19-16
 VENDOR SET: 01
 BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	4/2016	84,183.59CR
201	4/2016	398.41CR
209	4/2016	46.16CR
415	4/2016	13,492.00CR
601	4/2016	12,826.87CR
650	4/2016	9,313.07CR
=====		
ALL		120,260.10CR

Attachment: 4-19-16 VOUCHERS (4628 : Voucher Approval.)

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

MEETING DATE: April 19, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Carey Danen
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 4-19-2016 (PDF)

CITY OF DE PERE -April 19, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	GREGORASH, RUSS	1335 S. NORWOOD AVE #12	GREEN BAY	WI	54304
2	KRUEGER, ANTHONY C.	700 CANBERRY CT	DE PERE	WI	54115
3	TRIMBERGER, JESSICA R.	405 LAWE ST	GREEN BAY	WI	54301
Temporary Operator License Applications					
1	BRAUER, PETER J.	600 LEWIS ST	DE PERE	WI	54115
2	CIESLEWICZ, SCOTT M.	1812 TROTTER CT	DE PERE	WI	54115
3	MASON, PAUL T.	1875 CHARLES ST	DE PERE	WI	54115
4	OLSEN, BRIAN W.	1313 CHARLES ST	DE PERE	WI	54115
5	OLSEN, DEBRA G.	1313 CHARLES ST	DE PERE	WI	54115
6	SIEBERT, BETH ANN	702 BOMIER ST	DE PERE	WI	54115

New Operator License Applications for the 2014-2016 Licensing Period					
1	JOHNSON, JASMINE S.	1904 FARLIN AVE, APT 1	GREEN BAY	WI	54302
2	SCHIERLAND, KURT J.	237 COOLIDGE ST	GREEN BAY	WI	54301
3	VANDEHEY, ROSS R.	1169 SMITH ST	GREEN BAY	WI	54302
New Operator License Applications for the 2016-2018 Licensing Period					
1	BEGGS, SARAH L.	124 STEWART ST	CLINTONVILLE	WI	54929

Attachment: 4-19-2016 (4633 : Operator License Applications.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 19, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works Regarding the Award of Project 16-03 Sewer Lining -CIPP.

Recommendation of the Board of Public Works regarding the award of Project 16-03 Sewer Lining – CIPP:

- A. Reject the Bid of Terra Engineering & Construction Corporation for the following reasons:
1. The Board of Public Works and Common Council find that Terra is not a pre-qualified bidder on Project 16-06 under Wis. Stats. §66.0901(2) based upon an insufficient answer to question #4 of the prequalification form;
 2. The Common Council rejects Terra's bid under Wis. Stats. §66.0901(4) based upon an insufficient answer to question #4 of the prequalification form; and
 3. Terra is not the lowest responsible bidder under Wis. Stats. §§62.15(1) and (6) based upon its performance under City Project 11-03 Sewer Lining.
- B. Award Project 16-03 Sewer Lining-CIPP to the lowest responsible bidder, Visu-Sewer, in the amount of \$279,395.60.

The Engineering Department received bids on Project 16-03 - Pipe Lining-CIPP on March 31st. The project consists of pipe lining and internal repairs of deteriorated sewers at locations around the City. The bids received were as follows:

Bidder	Amount
Terra Engineering & Construction Corp	\$278,760.75
Visu-Sewer, Inc.	\$279,395.60
Insituform Technologies USA, Inc.	\$279,609.50
Michels Corporation	\$294,139.00

The budgeted amount from the capital improvement budget is \$316,000. Funding will be from the sewage revenue fund.

ATTACHMENTS:

- Closed session Terra memo regarding closed session only if needed (PDF)
- 16-03 Bid Tab(PDF)

BID TAB



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Terra Engineering & Construction Corp.		Visu-Sewer Inc.		Insituform Technologies USA, LLC		Michels Pipe Services	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	8-Inch CIPP – S. Webster Avenue	LF	329	\$22.50	\$7,402.50	\$24.80	\$8,159.20	\$23.40	\$7,698.60	\$24.00	\$7,896.00
SP-02	8-Inch CIPP – Alley George/Charles/Washington/Winnebago	LF	240	\$24.50	\$5,880.00	\$24.80	\$5,952.00	\$25.10	\$6,024.00	\$24.00	\$5,760.00
SP-03	8-Inch CIPP – Alley Merrill/Bolles/Huron/Superior	LF	510	\$21.00	\$10,710.00	\$24.80	\$12,648.00	\$21.10	\$10,761.00	\$24.00	\$12,240.00
SP-04	8-Inch CIPP – Highview Street	LF	820	\$22.00	\$18,040.00	\$24.80	\$20,336.00	\$21.70	\$17,794.00	\$24.00	\$19,680.00
SP-05	8-Inch CIPP – Eighth Street	LF	237	\$24.00	\$5,688.00	\$24.80	\$5,877.60	\$23.90	\$5,664.30	\$24.00	\$5,688.00
SP-06	8-Inch CIPP – Fairview Avenue	LF	325	\$22.50	\$7,312.50	\$24.80	\$8,060.00	\$29.80	\$9,685.00	\$24.00	\$7,800.00
SP-07	8-Inch CIPP – Alley George/Charles/Erie/Ontario	LF	358	\$22.00	\$7,876.00	\$24.80	\$8,878.40	\$22.50	\$8,055.00	\$24.00	\$8,592.00
SP-08	8-Inch CIPP – Alley George/Charles/Huron/Erie	LF	245	\$24.00	\$5,880.00	\$24.80	\$6,076.00	\$37.90	\$9,285.50	\$24.00	\$5,880.00
SP-09	8-Inch CIPP – Alley Chicago/Merrill/Huron/Erie	LF	358	\$23.00	\$8,234.00	\$24.80	\$8,878.40	\$23.90	\$8,556.20	\$24.00	\$8,592.00
SP-10	10-Inch CIPP – Erie Street	LF	304	\$27.00	\$8,208.00	\$24.80	\$7,539.20	\$26.40	\$8,025.60	\$26.00	\$7,904.00
SP-11	10-Inch CIPP – Cook Street	LF	1828	\$24.00	\$43,872.00	\$25.80	\$47,162.40	\$24.10	\$44,054.80	\$26.00	\$47,528.00
SP-12	10-Inch CIPP – Fairview Avenue	LF	600	\$25.00	\$15,000.00	\$24.80	\$14,880.00	\$24.20	\$14,520.00	\$26.00	\$15,600.00
SP-13	10-Inch CIPP – Alley George/Charles/Adams/Washington	LF	342	\$27.00	\$9,234.00	\$24.80	\$8,481.60	\$27.00	\$9,234.00	\$26.00	\$8,892.00
SP-14	10-Inch CIPP – Erie Easement	LF	176	\$28.00	\$4,928.00	\$24.80	\$4,364.80	\$33.90	\$5,966.40	\$26.00	\$4,576.00
SP-15	12-Inch CIPP – Franklin Street	LF	353	\$30.00	\$10,590.00	\$26.50	\$9,354.50	\$30.60	\$10,801.80	\$28.00	\$9,884.00
SP-16	12-Inch CIPP – Cook Street	LF	600	\$29.00	\$17,400.00	\$26.50	\$15,900.00	\$26.90	\$16,140.00	\$28.00	\$16,800.00
SP-17	12-Inch CIPP – 325 Reid Street Parking Lot	LF	397	\$30.00	\$11,910.00	\$26.50	\$10,520.50	\$30.80	\$12,227.60	\$28.00	\$11,116.00
SP-18	15-Inch CIPP – Franklin Street	LF	1019	\$40.00	\$40,760.00	\$43.00	\$43,817.00	\$35.90	\$36,582.10	\$46.00	\$46,874.00
SP-19	Televising Sanitary Laterals	EA	79	\$178.25	\$14,081.75	\$215.00	\$16,985.00	\$184.30	\$14,559.70	\$269.00	\$21,251.00
SP-20	Internal Grouting	EA	25	\$812.00	\$20,300.00	\$485.00	\$12,125.00	\$755.90	\$18,897.50	\$766.00	\$19,150.00
SP-21	Internal CIPP Spot Repair	EA	2	\$2,727.00	\$5,454.00	\$1,700.00	\$3,400.00	\$2,538.20	\$5,076.40	\$1,218.00	\$2,436.00
TOTAL BID					\$278,760.75		\$279,395.60		\$279,609.50		\$294,139.00