



Common Council

Regular Meeting

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

Agenda

Tuesday, April 18, 2017

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **April 18, 2017 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

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 5, 2017 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. LifeQuest Services billing presentation on behalf of the Fire Department.
6. Recommendation of the Board of Public Works to Award the Contract for Project 17-13 Crackfilling to Precisions Sealcoating, Inc. in the Amount of \$84,375.00.
7. Recommendation from the Finance & Personnel Committee to accept award from Northeast Wisconsin Healthcare Emergency Response Coalition to the Fire Department.
8. Resolution #17-28, Authorizing Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and 8 Line Holdings, LLC
9. Resolution #17-29, Approving Facade Improvement Project and Authorizing Disbursement of Grant (317 Main Ave -Parcel WD-909)
10. Resolution #17-30, Authorizing Healthcare Student Placement Agreement with Northeast Wisconsin Technical College (NWTC)
11. Resolution #17-31, Authorizing Agreement for Contractor Services Between the City of De Pere and Badger Concrete Lifting, LLC (Mudjacking - Curb & Gutter and Sidewalk)
12. Resolution #17-32, Authorizing Agreement for Contractor Services Between the City of De Pere and American Pavement Solutions, Inc. (Concrete Grinding - Sidewalk)
13. Resolution #17-33, Resolution Establishing Non-Lapsing Funds as of December 31, 2016
14. Review of a Visioning Branding Initiative Request for Proposals (RFP)
15. Elections by the Common Council.

- A. Alderperson Members of the Plan Commission.
- B. President of the Common Council.
- 16. Appointments and re-appointments to Boards and Commissions by Mayor Walsh.
- 17. Voucher Approval.
- 18. Operator License Applications.
- 19. Future Agenda Items
- 20. 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:

Alderpersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
John Michaud, Gaming Machine Supply
Tina Quigley, Definitely De Pere
Sonny Hennessy, Life Church

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: April 18, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Carey Danen

SUBJECT: Approval of the Minutes of the April 5, 2017 Common Council Meeting.

ATTACHMENTS:

- 04-05-2017 Common Council Minutes Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Wednesday, April 5, 2017

7:30 PM

De Pere City Hall Council Chambers

1. Call to Order. The Common Council Meeting was called to order on April 5, 2017 at 7:40 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
James Boyd	Alderman	Present	
Dan Carpenter	Alderman	Present	
Scott Crevier	Alderman	Present	
Michael Donovan	Alderman	Present	
Ryan Jennings	Alderman	Present	
Larry Lueck	Alderman	Excused	
Dean Raasch	Alderman	Present	
Lisa Rafferty	Alderman	Present	

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the March 21, 2017 Common Council meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderman
SECONDER: Dean Raasch, Alderman
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED: Larry Lueck

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

Mayor Walsh announced that this would be the last Council meeting for Aldermen Rafferty and Donovan, who did not seek re-election. He commended them for their work on the Council and thanked them for their service to the City.

5. Recommendation from the Board of Park Commissioners to remove insurance requirement from the Overnight Docking Policy.

Alderman Carpenter requested clarification on the difference in liability between daytime use versus overnight use of the dock. City Attorney Judy Schmidt-Lehman offered to obtain additional detail from the City's risk management consultant if desired.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderman
SECONDER: Ryan Jennings, Alderman
AYES: Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED: Larry Lueck

6. Recommendation from the License Committee regarding the pre-hearing held on April 5, 2017 on the Class B Combination Liquor License issued to Studio 1Thirty2 LLC (DBA 1Thirty2), 132 S. Broadway St.

City Attorney Judy Schmidt-Lehman reviewed the License Committee pre-hearing process and their options for forwarding the item to Council. Her recommendation to Council would be to not entertain a motion to allow individuals other than the license holder and City staff to speak, in order to maintain impartiality in the event that any action taken leads to a hearing.

Aldersperson Raasch reported that the recommendation of the License Committee is to schedule a public hearing to consider the suspension or revocation of the license.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	Larry Lueck

7. Recommendation from the License Committee regarding the pre-hearing held on April 5, 2017 on the Class B Combination Liquor License issued to Mary Susan Besaw (DBA Buddha's Still), 363 Main Av.

Aldersperson Raasch reported that the recommendation of the License Committee is to schedule a public hearing to consider the suspension or revocation of the license.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	Larry Lueck

8. Recommendation from the Board of Park Commissioners to accept donation from Pool Works for the Swim-In Cinema Event.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	Larry Lueck

9. Recommendation from Plan Commission regarding part of a Proposed Extraterritorial 56 Lot and 3 Outlot Preliminary Plat at the 4400 BLK Oak Ridge Circle in Ledgerview (Parcels D-207, D-450, D-451). Submitted by Steven M. Bieda, PLS.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Ryan Jennings, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	Larry Lueck

10. Resolution #17-23, Authorizing Agreement Regarding the Sale and Purchase of Certain Business Park Property Between the City of De Pere and CMR, LLC.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	Larry Lueck

11. Resolution #17-24, Authorizing Agreement For Consulting Services Between the City of De Pere and Cedar Corporation (Comprehensive Park and Outdoor Recreation Plan Update)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	Larry Lueck

12. Resolution #17-25, Accepting Property Donation from the Estate of Thomas Kiley

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	Larry Lueck

13. Resolution #17-26, Authorizing Community Center Rental Fee for Facility Closing Time Extension

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	Larry Lueck

14. Resolution #17-27, Regarding Expenditure of Excess Stadium Tax Revenue

Alderperson Rafferty expressed her opposition to the resolution.

Alderperson Donovan moved, seconded by Alderperson Rafferty to open the meeting.

Upon vote motion carried unanimously.

Resident Kevin Bauer encouraged the Council to reject this proposal. He inquired if the funds for items #2-4 would be paid directly as a grant to Definitely De Pere, or if they would go out for competitive bid. City staff explained that the branding study will go through the normal RFP process; the art initiative will be determined by the Finance/Personnel Committee; and the streetscape project (if it includes City right-of-way) would be managed by Public Works through the bid process.

Alderperson Donovan moved, seconded by Alderperson Raasch to close the meeting.

Upon vote, motion carried unanimously.

Discussion followed about how accumulating interest on the funds would be spent.

Alderperson Jennings stated that he will abstain from voting on this item.

Alderpersons Raasch, Boyd, Donovan, and Crevier spoke in favor of the resolution.

RESULT:	ADOPTED [5 TO 1]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Raasch
NAYS:	Lisa Rafferty
ABSTAIN:	Ryan Jennings
EXCUSED:	Larry Lueck

15. Drug Task Force Assignment Update

Alderperson Raasch moved, seconded by Alderperson Carpenter to go into closed session at 8:18 PM. Upon vote, motion carried unanimously.

Alderperson Crevier moved, seconded by Alderperson Rafferty to return to open session at 8:31 PM. Upon vote, motion carried unanimously.

16. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	Larry Lueck

17. Operator License Applications.

Alderperson Raasch moved, seconded by Alderperson Boyd to approve Temporary Operator License Applications #1-10. Upon vote, motion carried unanimously.

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

18. Future Agenda Items

Alderperson Donovan urged Council members to continue to fight for the Southern Bridge Bypass project.

19. Adjournment.

Alderperson Donovan moved, seconded by Alderperson Rafferty to adjourn the meeting at 8:32 PM. Upon vote, motion carried unanimously.

Respectfully submitted,

Carey Danen, Deputy Clerk-Treasurer

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

MEETING DATE: April 18, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: LifeQuest Services billing presentation on behalf of the Fire Department.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 18, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

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

The Board of Public Works at the April 10, 2017 meeting approved the award of contract for Project 17-13 Crackfilling to Precision Sealcoating, Inc. in the amount of \$84,375.00.

The Engineering Department received bids on Project 17-13 Crackfilling on March 30, 2017. This work is for maintenance of streets and parking lots. The bids received are as follows:

Contractor	Amount
Precision Sealcoating, Inc.	\$84,375.00
Asphalt Seal and Repair, Inc.	\$85,050.00
American Pavement Solutions, Inc.	\$125,100.00

The budgeted amount for the project from the capital improvement fund is \$87,000 from the general obligation debt.

ATTACHMENTS:

- 17-13 Bid Tab(PDF)

**PROJECT 17-13 CRACKFILLING AND SEALCOATING
BID TAB**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				PRECISION SEALCOATING, INC		ASPHALT SEAL AND REPAIR, INC		AMERICAN PAVEMENT SOLUTIONS, INC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Crackfilling (HI-SPEC, Crafco or Approved equal)	LB	90,000	\$ 0.9375	\$ 84,375.00	\$ 0.945	\$ 85,050.00	\$ 1.39	\$ 125,100.00
TOTAL AMOUNT BID					\$ 84,375.00		\$ 85,050.00		\$ 125,100.00

Attachment: 17-13 Bid Tab (5732 : Recommendation of BOPW to Award of Contract 17-13 Crackfilling)

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: April 18, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

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

ATTACHMENTS:

- NEW HERC AWARD (PDF)

Memo



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

From: Alan Matzke, Fire Chief *AM*

Date: March 29, 2017

Re: Consider Award from Northeast Wisconsin Healthcare Emergency Response Coalition

De Pere Fire Rescue vehicles are in constant communication with the Brown County Communication Center (BCCC) by way of a Mobile Data Terminal. This MDT provides a means for emergency tele-communicators to provide updated information to our responders as an incident unfolds. The MDT works as a tracking device for the tele-communicators to monitor the location and route of travel of responders to provide feedback to callers in distress.

During the development of the 2016 Budget, funds were allocated to begin the process of upgrading the current MDT equipment. The upgrade process has been delayed due to the fact that the BCCC is in the process of a software upgrade and we were waiting to make hardware selections until after the software vender was selected. The City of De Pere has taken delivery of one new vehicle and about to take delivery of another and the decision was made with the City's Information Technology Administrator to move forward with the upgrade.

De Pere Fire Rescue was made aware that the Northeast Wisconsin Healthcare Emergency Response Coalition (NEW-HERC) was assisting ambulance providers with data connectivity to improve coordination and communication with regional hospitals and emergency responders within our region. A request was presented to the HERC board of directors on March 22, 2017, which included a MDT upgrade for the entire fleet of department vehicles. One of the primary objectives of the HERC is to support ambulance communication and patient tracking, so it was decided to support upgrades for our ambulances and the board decided to award an amount of \$8,255.

The funds for this award are made from the FY2015 Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) Cooperative Agreement awarded to Wisconsin under HPP (CFDA 93.074, Federal Award Number 1UT90TP0561-01). Please accept this generous award, as we work towards continued improvement in communication within our region.

Attachment: NEW HERC AWARD (5742 : Recommendation from Finance/Personnel Committee to accept award from NEW-HERC.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 18, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

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

On February 14, 2017, the Finance/Personnel Committee approved a term sheet for a property sale and developer incentive parcel WD-1379 in the West Industrial Park. The attached agreement has been drafted based on the approved terms. The Plan Commission approved the project site plan on April 3, 2017.

ATTACHMENTS:

- Reso17-28 (DOCX)
- Exhibit 1-8 Line Holdings, LLC Sale-Purchase Agreement (PDF)
- Gaming Machine Supply FP DA Memo 2-4-17(DOCX)
- GMS Summary 1-2017 (PDF)

RESOLUTION #17-28

AUTHORIZING AGREEMENT REGARDING THE SALE AND PURCHASE
OF CERTAIN BUSINESS PARK PROPERTY BETWEEN
THE CITY OF DE PERE AND 8 LINE HOLDINGS, LLC

WHEREAS, City owns certain vacant property within its corporate limits known as the Southbridge Business Park, and wishes to develop a portion of this Business Park Property; and

WHEREAS, 8 Line Holdings, LLC (“Developer”) desires to enter into an agreement to purchase an approximate 1.491 acre parcel for the purpose of constructing a 10,000 square foot building for manufacturing use thereon (“Development Project”); and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 11 (the “District”) and adopted a Project Plan (the “Project Plan”) for the District authorizing the expenditure of funds within the District; and

WHEREAS, Developer’s intended Development Project is consistent with the Project Plan and will be beneficial to the City; and

WHEREAS, Developer’s ability to commence the Development Project is contingent upon the City providing financial and other assistance to Developer per the terms set forth in the attached Agreement Regarding the Sale and Purchase of Certain Business Park Property; and

WHEREAS, City desires to provide such financial assistance and to promote this Development Project; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Deputy City Clerk are authorized and directed to enter into such Agreement Regarding the Sale and Purchase of Certain Business Park Property

Resolution #17-28

Page 2 of 2

Between the City of De Pere and 8 Line Holdings, LLC as is attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of April, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, Deputy City Clerk

Ayes:_____

Nays:_____

Attachment: Reso17-28 (5652 : Resolution #17-28, Authorizing Agreement Regarding the Sale and Purchase of Certain)

**AGREEMENT REGARDING THE SALE AND PURCHASE OF CERTAIN
BUSINESS PARK PROPERTY BETWEEN THE
CITY OF DE PERE AND 8 LINE HOLDINGS, LLC
(WD-1379; 2200 Blk American Blvd.)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”), and 8 Line Holdings, LLC, a Wisconsin corporation (“Developer”).

RECITATIONS

WHEREAS, City owns certain property within its corporate limits known as the Southbridge Business Park, 1st Addition, and wishes to develop a portion of this Business Park Property; and

WHEREAS, Developer desires to enter into an agreement to purchase the real property known as Parcel WD-1379, comprising approximately 1.491 acres, for the purpose of constructing an approximate 10,000 square feet building for manufacturing use thereon; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 11 (TID #11) as and for the benefit of industrial and other development within the District; and

WHEREAS, Developer’s intended development is consistent with the Project Plan for TID #11 and will be beneficial to the City; and

WHEREAS, Developer’s ability to develop the building for manufacturing use is contingent upon City providing financial and other assistance to Developer on the terms set forth in this Agreement; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. DEFINITIONS

- A. Assessed Value** means the value placed upon the Building Development by the city assessor under Chapter 70, Wisconsin Statutes.
- B. Building Development** means the real estate and building improvements contemplated by the Parties as approved by the City Plan Commission on the Subject Property. Building Development and Subject Property can/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.
- C. Certificate of Occupancy** means the certificate issued by the Building Inspection Department upon completion of the Building Development so as to permit occupancy of the same.
- D. District and/or TID #11** means City of De Pere Tax Increment Financing District No. 11. TID #11 is statutorily scheduled to close as of December 31, 2034.
- E. Guaranteed Value** means Five-hundred thousand dollars (\$500,000.00).
- F. PILOT** means payment in lieu of tax, which is calculated pursuant to Section V.C. of this Agreement.
- G. Project** means the building improvement, which together with the real estate, comprise the Building Development.
- H. Subject Parcel** means the real property described in Paragraph II.

II. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the 1.491 acre parcel of real estate legally described as

Plat of Southbridge Business Park, 1st Addition, Lot 14, except that part shown in Document #2132734

such property shown on the attached Exhibit A and identified in this Agreement as the “Subject Parcel.”

A. Purchase Price. The purchase price for the Subject Parcel shall be \$35,000.00 per acre, plus each fraction thereof for a total purchase price of Fifty-two thousand one hundred eighty-five and no/100 dollars (\$52,185.00) ($\$35,000.00 \times 1.491$).

B. Municipal Improvements and Utilities. The purchase price for the Subject Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer [five (5) year event maximum discharge], sanitary sewer, municipal water, and by the following private utility improvements: electric and natural gas services. Such municipal improvements and utilities are available and located in American Boulevard right-of-way adjacent to and abutting the Subject Parcel as follows:

- Water main is located in American Boulevard adjacent to Subject Parcel;
- Sanitary sewer is located in American Boulevard across the street from Subject Parcel; and
- Storm Sewer is located adjacent to City water in American Boulevard.

The purchase price however is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Parcel.

III. CLOSING PROCEDURE. Closing shall take place on or before May 31, 2017 at De Pere City Hall unless the parties otherwise agree in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. Evidence of Title/Title Defects. City shall, at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the commitment of such title insurance to Developer at least ten (10) calendar days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

B. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein.

C. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

1. Municipal and zoning ordinances, provided the same do not restrict or interfere with the intended use of the property.
2. Easements of record, provided the same do not restrict or interfere with the intended use of the property.
3. Obligations contained in this Agreement.

D. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Fee Parcel. At the time of purchase of the property, the City made reasonable inquiries into the use of the property and was informed that during the time of the party's prior ownership, the Fee Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Fee Parcel has ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code Chapter ILHR 10.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. **Release of Hazardous Substances.** To the best of its knowledge, the City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or

private nuisance action. This representation is made subject to further inquiry referenced as a Phase I Environmental Study, above.

3. **Threatened or Pending Environmental Litigation.** No portion of the Fee Parcel is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

4. **Compliance with federal, state, or local environmental laws.** The current use of the Fee Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

B. Flood plain or wetlands. The City has not obtained, and under this Agreement is not required to obtain, a shoreland-wetland delineation study for the Subject Parcels and makes no representations regarding wetlands and the Subject Parcels. The Subject Parcels are not currently identified as flood plain under Chapter 15 De Pere Municipal Code.

C. Provisions to Survive Closing. The representation provisions of this section shall survive the closing of this transaction.

V. DEVELOPER OBLIGATIONS

A. Construction

1. **Site Plan.** Developer anticipates submitting a site plan for its planned manufacturing facility development to the City Plan Commission in March 2017. Such site plan shall include all building design, façade materials, fencing, landscaping, lighting, signage, off-street parking, off-

street loading, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon which may be reasonably required by City. The site plan shall be in compliance with all City codes, including the City's Building Code and the City's Planning and Development Standards for the Business Park. Review and approval thereof may be subject to additional reasonable conditions imposed at the reasonable discretion of City. If the provisions of this paragraph are not complied with, the City may proceed as provided in Section V.A.3. below. A copy of the approved site plan, together with any conditions of approval shall be attached and incorporated as Exhibit B.

2. Developer to Substantially Improve. Developer shall substantially develop the building and improvements on the property in accordance with Exhibit B within twelve (12) months of the closing of the property. Substantial development as used in this Agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction

involved. Determination of substantial development is to be at the reasonable discretion of City.

3. Failure to Substantially Develop.

a. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraph 2, above, City may, by certified mail, inform Developer of such failure.

b. City Repurchase. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property, less the Developer's Grant paid under paragraph VI.A.1., less any real property taxes due or liens or judgments of record. The Developer shall pay all usual and customary closing costs of a seller of property in Wisconsin. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the subject property.

c. Improvements. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon.

d. Force majeure. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to

in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

4. **Certificate of Occupancy.** The project shall be completed with the certificate of occupancy issued by the Building Inspection Division on or before January 1, 2018.

B. Valuation warranties.

1. Developer warrants that the Guaranteed Value of the Building Development as of January 1, 2018 shall be not less than Five Hundred Thousand Dollars (\$500,000.00). To that end, Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the Assessed Value of the Building Development, assert a claim of unlawful tax, assert a palpable error, or otherwise challenge, under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Building Development below the Guaranteed Value for the duration of the life of the District. The aggregate of the Developer's incentives is based upon the Completed Development having an Assessed Value for real property tax purposes, of not less than the Guaranteed Value. If the Assessed Value of the Completed Development is less than the Guaranteed Value, Developer and

its successors and assigns agree that the provisions of Sections V.B. and V.C. shall control.

2. Property to remain taxable. For the duration of the life of the District, 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 Subject Property to an entity whereby such sale or lease would cause such portion of the Subject Property to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Subject Property during the duration of this Agreement prohibiting any use of such property during the term of this Agreement which would cause the Subject Property or any portion thereof to become tax exempt. Should the Subject Property nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that PILOT shall then be made by the owner of the Subject Property in accordance with the process set out in Paragraph V.C. below.

C. Calculations of any PILOT required under this Agreement shall be as follows:

If Assessed Value falls below the Guaranteed Value:

1. The Assessed Value of the Completed Property shall be subtracted from the Guaranteed Value. The difference shall be multiplied by the mil- rate for all taxing jurisdictions established

for each tax year for the east side of De Pere, the product of which shall be the total PILOT, due and payable on or before October 15 of the year due.

2. If the PILOT is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

VI. CITY OBLIGATIONS

A. Developer Incentives.

1. City shall make to Developer a Property Sale Grant in the amount of Fifty-two thousand one hundred eighty-five and no/100 Dollars (\$52,185.00), which shall be payable to Developer upon closing of the purchase of the Fee Parcel.

2. City shall also pay to Developer a Project Grant in the amount of twelve thousand and no/100 dollars (\$12,000.00) to defray the costs of the Building Development. Such Grant shall be payable not more than fifteen (15) days after the issuance of the certificate of occupancy by the Building Inspection Department.

B. City agrees to construct, at its own expense, a median cut on American Boulevard adjacent to the Subject Parcel. The exact location of such median cut shall be as approved by Developer and the City Engineer, which approvals shall not be unreasonably withheld.

VII. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VIII. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Subject Parcel as applicable. This Agreement and any Amendment thereto may be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Neither party may assign this agreement except upon written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:
8 Line Holdings, LLC
Attn: Gerbers Law, S.C.
2391 Holmgren Way, Suite A
Green Bay, WI 54304

With a copy to:
Attorney Terry J. Gerbers
Gerbers Law, S.C.
2391 Holmgren Way, Suite A
Green Bay, WI 54304

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

With a copy to:
City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

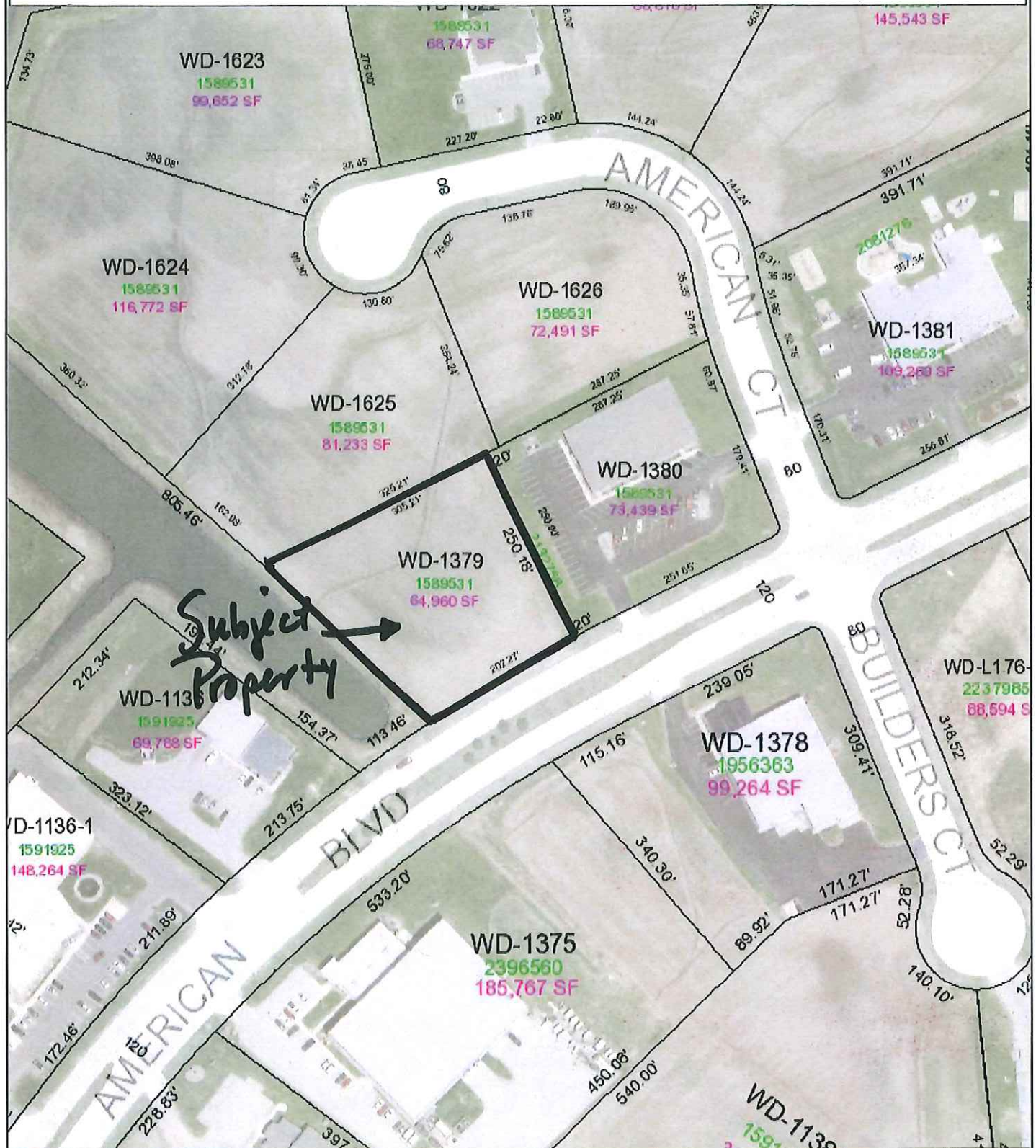
E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

[Signatures on following page]

Sale and Purchase Agreement
8 Line Holdings, LLC
Page 16 of 16

<Title>



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

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



02/16/2017
Scale 1:1800

Sale and Purchase Agreement
8 Line Holdings, LLC - Exhibit A

CITY OF DE PERE

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



April 7, 2017

John Michaud
1740 Cofrin Dr, Suite 2
Green Bay, WI 54302

RE: Supplemental staff review information regarding Site Plan for new building and parking lot at 2200 BLK American Blvd (Parcel WD-1379)

Dear Mr. Michaud:

On April 3, 2017, the City of De Pere Plan Commission approved your proposed site plan for a new building and parking lot at 2200 BLK American Blvd with conditions (see attached letter copy). As part of the approval, the Plan Commission added a condition that allows City staff to approve any minor changes to the plan, including minor changes related to the following:

- The rear wall may get moved all the way to the rear setback.
- The side wall height may go from 16 feet to 20 feet.
- As a cost savings measure, the office footprint may be reduced to 1500 square feet with the balance made up internally in the warehouse.

The added Plan Commission condition specified that any significant changes would need to be approved by the Plan Commission. The added condition was not clearly stated in the April 4, 2017 letter.

Please keep this letter with your site plan approval records. Should you have any questions regarding the decision or require further information, contact me at 339-4043 or pschleinz@mail.de-pere.org.

Sincerely,

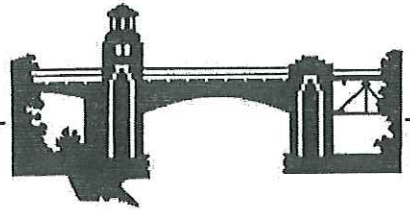
A handwritten signature in black ink, reading "Peter Schleinz". The signature is fluid and cursive, with a long, sweeping horizontal line extending from the end of the name.

Peter Schleinz
City Planner

cc: David Hongisto, Building Inspector
Property Owner

CITY OF DE PERE

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



April 4, 2017

COPY

John Michaud
1740 Cofrin Dr, Suite 2
Green Bay, WI 54302

RE: Site Plan Review for new building and parking lot at 2200 BLK American Blvd (Parcel WD-1379)

Dear Mr. Michaud:

Thank you for the site plan application 8 Line Holdings for a new building and parking lot, located at 2200 BLK American Blvd. The City of De Pere Plan Commission reviewed your Site Plan application on 4/03/17. The Plan Commission recommended **approval** of the request subject to the following conditions and comments identified by City Staff:

Engineering:

1. Cover sheet: List full address and parcel ID on cover sheet for the proposed development.
2. Sheet 1/5: Concrete driveway and sidewalk section (all concrete in the right-of-way needs to be 8" concrete per City standards.
3. Sheet 1/5: All striping for parking must be 4-inch
4. Sheet 1/5: The last four stalls (to the east) would be infeasible with the loading dock. Potential to park vehicles in.
5. Sheet 1/5: please provide size and depth for integral curb and walk.
6. Sheet 2/5: Excavation permit needs to be approved by De Pere Engineering prior to installation of water and sanitary sewer laterals. Contact 920-339-4060 for permitting needs.
7. Sheet 2/5: De Pere Engineering needs to be notified of the construction of the sanitary sewer lateral. Call 920-339-4060 to schedule sanitary sewer lateral installation.
8. Sheet 2/5: De Pere Water needs to be notified of the construction of the water service. Call 920-39-4063 to schedule water service installation and tap.
9. Sheet 2/5: Sanitary Lateral comments contradict one another. The lateral is listed as 4" but the location comment notes a 6" lateral.
10. Sheet 2/5: Show right-of-way line on all sheets.
11. Sheet 2/5: Show tracking pad location
12. Sheet 2/5: Contact Engineering Staff after the construction of the outfall for post-construction inspection.
13. Sheet 2/5: Show that no water is running off into the right-of-way. Portion of the asphalt parking lot is draining toward the drive approach.
14. Sheet 2/5: Maintain drainage on the northern lot line.
15. Sheet 4/5: Bollard & Dumpster Enclosure Detail contradicts the plan sheets
16. Provide a outdoor lighting plan
17. Please fill out and submit DNR Construction Site Soil Loss and Sediment Discharge Guidance USLE Model and provide a map showing the critical path.

Fire:

1. Contact the fire chief for site plan comments prior to obtaining permits.

COPY

Forestry:

No planting diagrams are included in Landscape Plan. Landscape plan must meet City Code. A proper diagram will include all WDNR recommendations and needs to be included.

Health:

1. None.

Building & Planning:

1. Site plan does not show a break in the American Boulevard median. If a break in the median is desired to provide full access to the property, then the break should be shown on the site plan. The design for the break must be coordinated with and accepted by Engineering.
2. The building elevations require additional information as related to dimensions and clearly labelling the building materials and colors. Provide cut sheets or material samples for review prior to Plan Commission.
3. Provide site plan statistics related to open space percentage and floor area ratio.
4. Parking lot, as designed, provides an unusually large footprint of paved area (a 35' drive aisle when 24' is standard). Consider narrowing the width of the driveline and curbcut.
5. There is no monument sign identified on the site plan. If sign is proposed, identify location on the site plan that is not within a setback. A separate sign permit will be required for any signage.

In addition to the above conditions, the following site plan edits/revisions are strongly recommended by staff, and are not required conditions of plan approval.

- Sheet 1/5: City would recommend loading docks and dumpster collection area to be 8-inch concrete for truck loading.
- Sheet 5/5: Bollard & Dumpster Enclosure Detail is duplicated.
- Consider narrowing the curbcut and driveline width as the width appears to be excessive.

Please prepare a resubmittal that addresses the above comments and submit it to my attention. The resubmittal should include digital PDF files of all drawings, one full size set, and one 11x17 set. Once all the above conditions are satisfied, we will send a formal site plan approval memo. This request does **not** require approval by the City Council. Should you have any questions regarding the decision or require further information, please feel free to contact me at 339-4043 or pschleinz@mail.de-pere.org.

Sincerely,



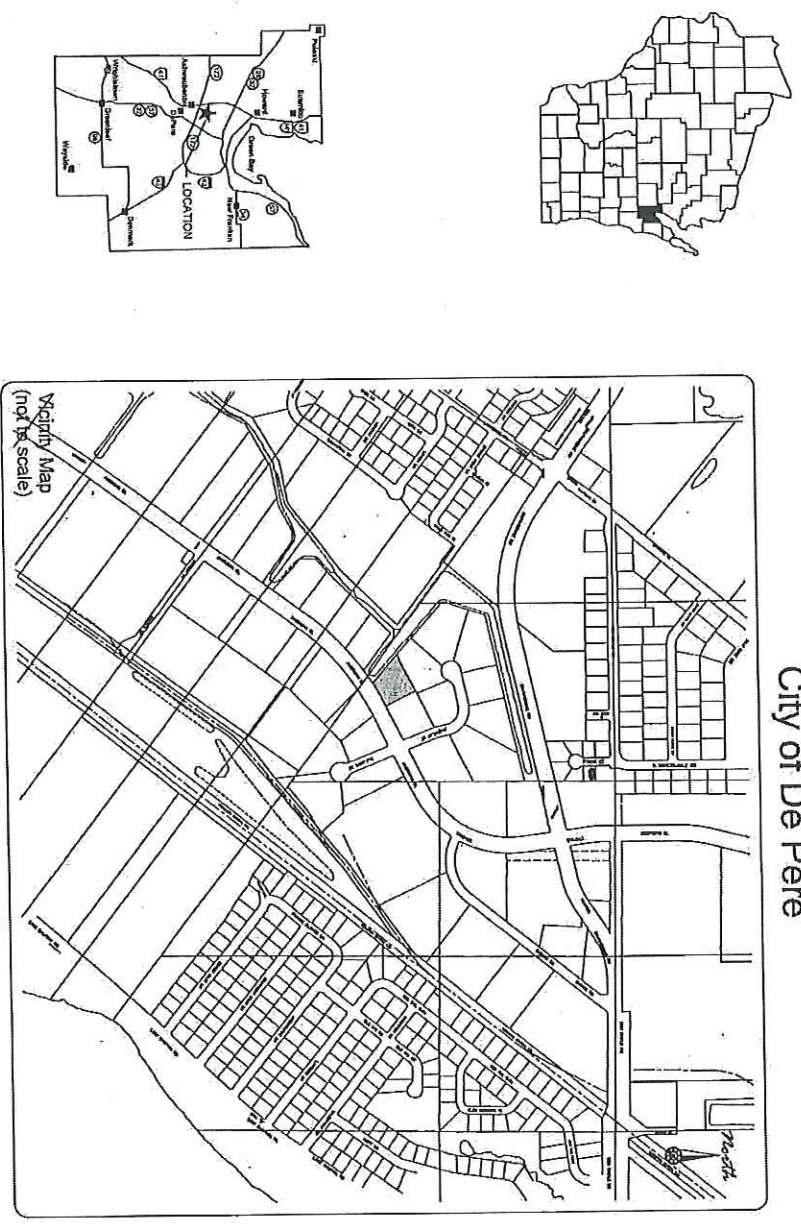
Peter Schleinz
City Planner

cc: David Hongisto, Building Inspector
Property Owner

Gaming Machine Supply, LLC

John Michaud

City of De Pere



Vicinity Map
(not to scale)

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

Project Information

Owner:	Gaming Machine Supply, LLC
Project Name:	Gaming Machine Supply, LLC
Project Description:	Single story manufacturing (8712 SF) and office area (2024 SF) with the industrial park of De Pere.
Project Address:	American Blvd

Contact Information

Owner:	8 Line Holdings, LLC John Michaud 1116 Honey Ct De Pere, WI 54115 (920) 271-2728
Engineer:	Mau & Associates, LLP Contact: Tonya Wasper, P.E. 400 Security Boulevard Green Bay, WI 54303 (920) 454-5970
Architect:	Forest Construction Contact: Bob Nemar 105 Prairie Lane Ludwigsburg, WI 54217 (920) 865-2502

- Sheet Index:
- 1 Site Plan
 - 2 Grading, Utility and Erosion Control Plan
 - 3 Landscape Plan
 - 4 Notes & Details
 - 5 Detail

SITE STATISTICS

SITE AREA - 64,548 SF
BUILDING 9,088 SF (15.4%)
PAVEMENT 15,133 SF (23.3%)
PERVIOUS 50,827 SF (61.3%)

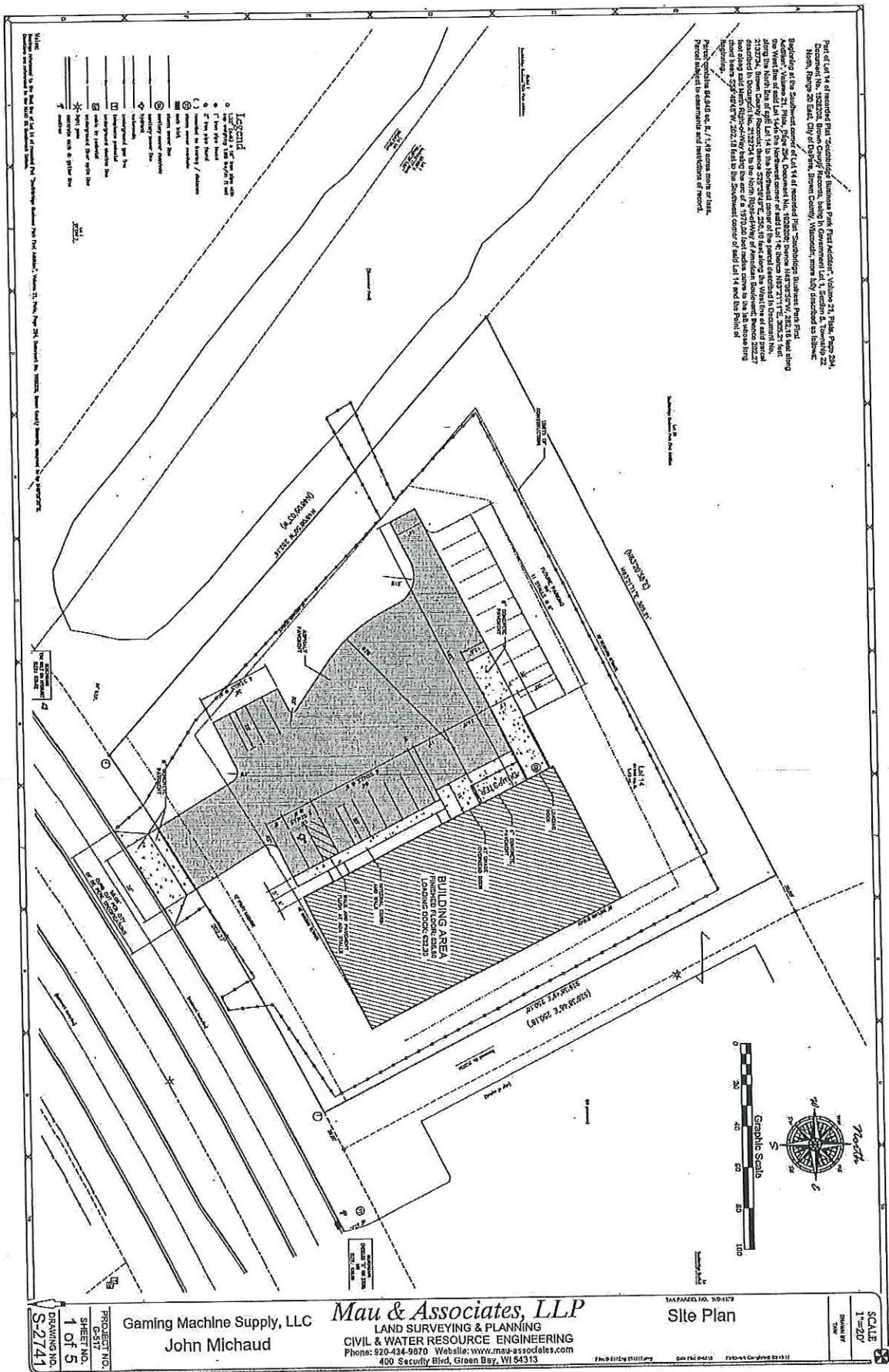
PARKING

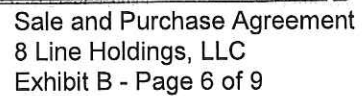
1220 SF OFFICE + 4 SP/100 SF OFFICE = 5 STALLS
1 COMPANY TRUCK = 1 STALL
7 EMPLOYEES @ REQUIRED
TOTAL = 11 STALLS REQUIRED

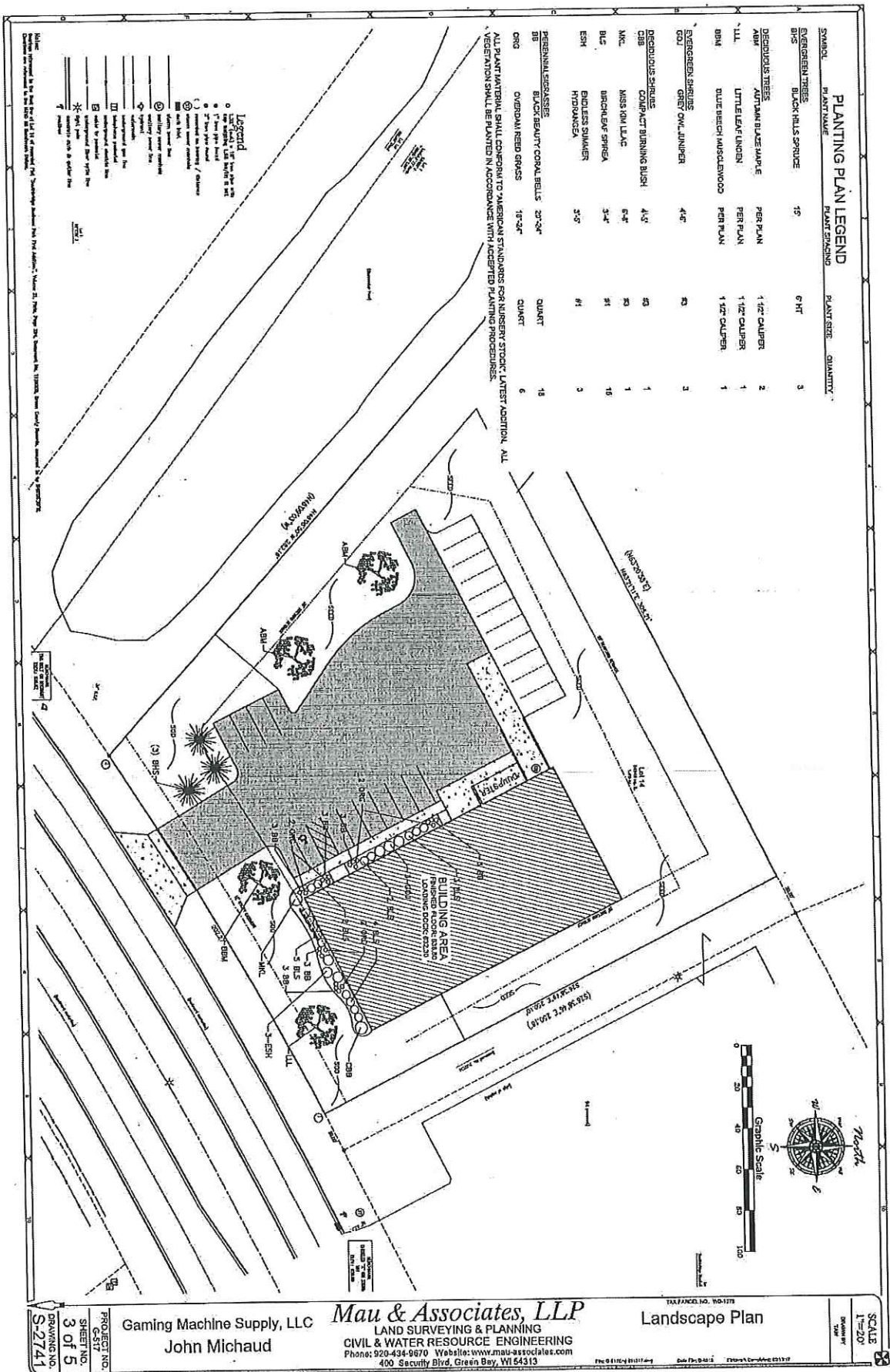
PROVIDED

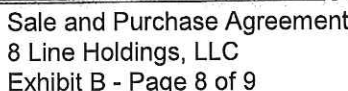
11 STANDARD STALLS
1 ADA STALL
12 STALLS PROVIDED

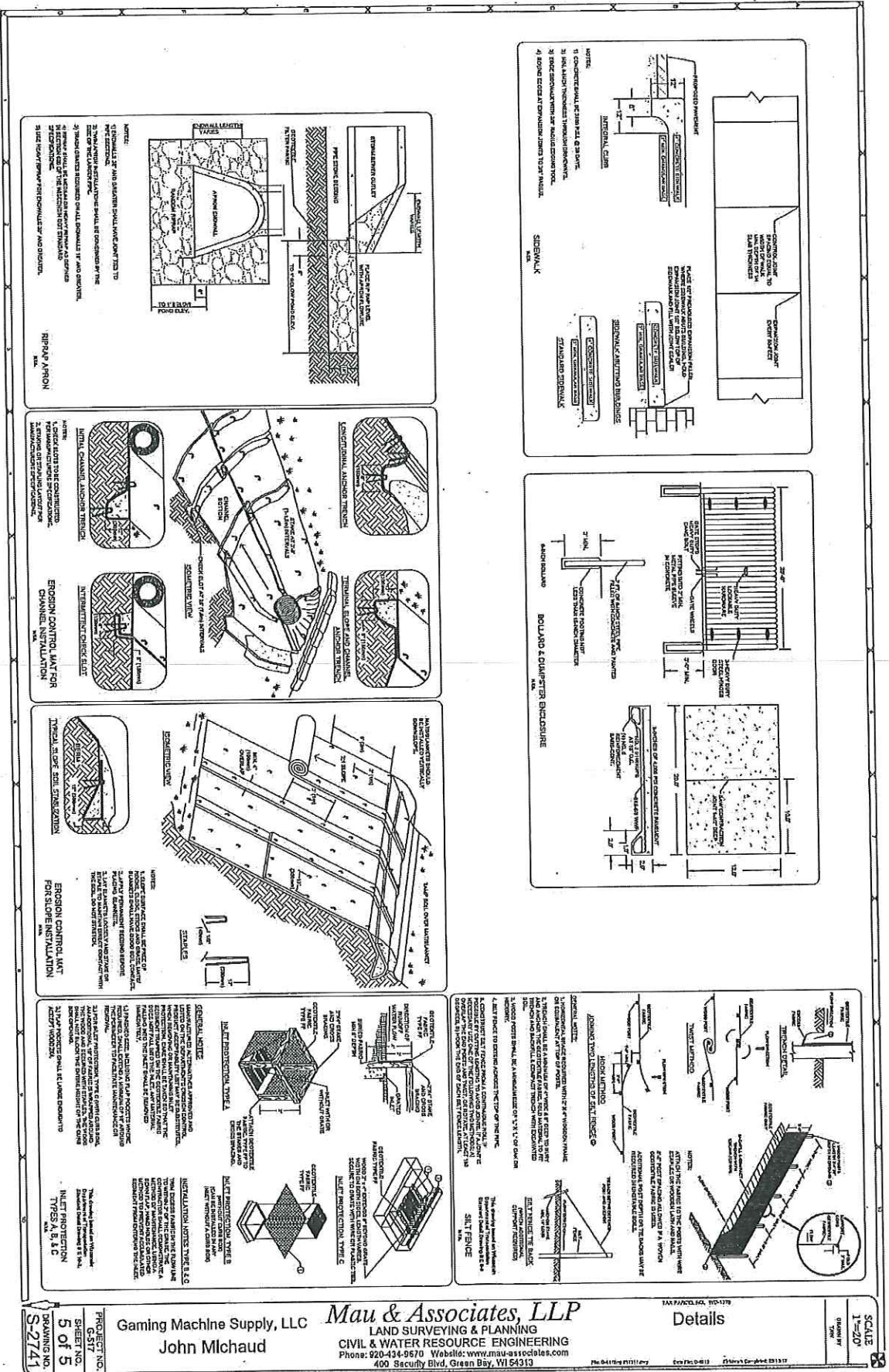
ZONING L-2











City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: February 14, 2017

RE: **Developer's Agreement Terms with Gaming Machine Supply, Inc. for property located on the west side of American Boulevard, just south of American Court (Parcel WD-1379).**

The City of De Pere has been working with John Michaud of Gaming Machine Supply, Inc. (GMS), in the acquisition and development of city-owned property in the west industrial park. GMS plans to expand and consolidate two leased facilities in the City of De Pere. They propose to construct a 10,000 square foot building that will include admin/sales offices, warehouse, sales floor, showroom, and shipping and assembly areas for a gaming machine manufacturing and supply company. More details about the property are provided in Appendix A. Preliminary building elevations and a site plan are under preliminary review but a formal site plan application has not been submitted.



Property Location (WD-1379 highlighted in blue)

A TID incentive is proposed for this project and includes the following terms:

- A proposed 10,000 s.f. building (with appropriate façade materials as required by Code) for an assembly and manufacturing use (specifically gaming machine manufacturing and supporting offices)
- Guaranteed Assessed value of \$500,000 as of January 1, 2018.
- Compliance with all City codes, particularly as related to design and development standards.
- Acquisition of City property, parcel WD-1379, at listed price of \$35,000/acre (estimated 1.491 acres = \$52,185).
- Project completion (full assessment) by January 1, 2018
- 12.8% TID Incentive estimated at \$63,185. Incentive to be split between a land grant (\$52,185) and a developer's grant (\$12,000).
- Developer's Grant payment to be disbursed at time of building occupancy.
- PILOT (Payment in Lieu of Taxes) would be required if Assessed Value falls under \$500,000.

Previously approved TID Incentives for the West Industrial Park typically range from 10% to 25% of guaranteed assessed value. Factors that influenced the terms proposed for this project include:

- 1) Project is an existing but expanding business that will be staying in De Pere.
- 2) Company will be transitioning from leasing a building to owning property.
- 3) Project is located in newly created TID #11 which will generate increment until 2034.

The terms for the Developer's Agreement included in this memo represent one of several reviews required for this project. They include:

- Rezoning from C-EO-2 to I-B-2 (Plan Commission recommended approval on January 23 – Public Hearing at Council on February 22).
- Developer's Agreement (Finance/Personnel Committee + Council)
- Site Plan (Plan Commission anticipated February)

If the terms are approved by the Finance and Personnel Committee, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting. The Developer's Agreement will not be finalized until the site plan is approved.

Please contact me (kflom@mail.de-pere.org or 920-339-4043) with any questions regarding this item.

Gaming Machine Supply, Inc. Summary

Legal Name: Gaming Machine Supply, Inc. dba/8 Line Supply.

Owners: John Michaud, Tim Splittgerber, Terry Gerbers, Ross Kornowske

Acquired: Gaming Machine Supply, Inc. was formed when the assets of 8 Line Supply were purchased on 3/15/2016.

Current Location: 1755 E. Matthew Drive, DePere, WI 54115 & 1114 Honey Court, DePere, WI 54115. Both locations are leased. GMS will be fully moved into the Honey Court location by 4/1/17. The current facilities will be re-leased to new tenants.

Employment: 6 FTE

Annual Revenue: ~\$3MM. The current management team has grown the business significantly in the last 10 months and is actively looking for other growth opportunities, both organic and in-organic. We need the new location to facilitate this anticipated growth.

Operations Summary: 8 Line Supply does light assembly and repair of custom gaming machines. The new facility will house the admin/sales offices, warehouse, shipping, assembly floor and showroom.

Business Summary: 8 Line Supply is the leading on-line distributor of gaming, amusement and coin-operated machines and accessories. In addition to amusement gaming machines, 8 Line Supply provides a full line of accessories including touchscreens, lighting, bill and coin acceptors, LCD monitors, game boards, wire harnesses and more for customers throughout North America and around the world. 8 Line sells the most popular games and brands on the market such as Cherry Master / 8-Liner, Pot-O-Gold, Astro, Banilla Games, IGS, Subsino, AMCOE, Borden, Dyna, Cyberdyne, PAL, and others. Additional information can be found on the website at: <http://www.8linesupply.com>.

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: April 18, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

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

At their March meeting, the RDA unanimously approved a \$10,000 facade grant for the 317 Main Avenue (the Kerkhoff or Fred Gabel Building), subject to a condition that the applicant provide some additional information to staff.

- 1) More detail regarding the proposed 'garage door' windows proposed for the front and rear facade. The southern windows along the front and the rear are proposed to be constructed as openable 'garage door' style windows, similar to S.A.L.T. Cut sheets that represent the window style have been provided and are attached.
- 2) Clarification on proposed design below the windows on the front facade. The existing building has a faux stone base under the windows while the rendering includes decorative painted wooden paneling. The applicant has confirmed that they will be installing the decorative wooden paneling as shown on the rendering.
- 3) Updated cost estimates that provide more categorical detail for the proposed work. Updated cost estimates have been attached for review.

ATTACHMENTS:

- Reso17-29 (DOCX)
- Exhibit A-Approving Facade Improvement Project and Authorizing Grant (PDF)
- Facade Grant RDA Memo 3-2017 (DOCX)
- Facade Grant RDA Amended Motion 3-2017 (DOCX)
- Life Church Facade Grant App 3-2017 (PDF)
- Garage Door Window Examples 4-2017 (PDF)
- Est_1175_from_Pyramid_Structures_Inc._4068 (PDF)
- Est_1176_from_Pyramid_Structures_Inc._4068 (PDF)

RESOLUTION #17-29

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(317 Main Avenue - Parcel WD-909)

WHEREAS, the Tax Increment District #5 (TID #5 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant to reimburse 25% of façade improvement costs, not to exceed \$10,000 per parcel, thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Life Church Green Bay, Inc. (Life Church), owner of Parcel WD-909, has submitted an application for a façade improvement grant for proposed improvements to both the Main Avenue and Nicolet Square Mall alley entrances of the building; and

WHEREAS, such application, attached and incorporated as Exhibit A, provides cost estimates for said improvements of \$38,365.00 for the Main Avenue entrance and \$37,459.00 for the Nicolet Square Mall entrance; and

WHEREAS, this façade improvement project has been reviewed by the Redevelopment Authority which recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the façade improvement as contemplated in Exhibit A as approved by the Redevelopment Authority, and thanks Life Church for its investment in the De Pere downtown.

BE IT FURTHER RESOLVED THAT:

The Director of Economic Development and Planning (Director) is authorized to approve disbursement of the façade grant up to \$10,000.00 to Life Church for said improvements provided the following are met:

1. The property owner obtains all necessary permits;
2. After completion of the improvements, the Director receives from the property owner copies of paid invoices showing the project is complete; and

3. The City Building Inspection Department verifies to the Director that the work is complete and in compliance with all building codes.

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 18th day of April, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, Deputy City Clerk

Ayes: _____

Nays: _____



CITY OF DE PERE

APPLICATION FOR
FAÇADE GRANT

Date:

3/17/17

The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed. Grants will only be awarded to projects that are approved by the Redevelopment Authority.

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) <i>Life Church Green Bay</i>	Authorized Representative <i>Sonny Hennessy</i>	Title <i>Executive Pastor</i>	
Mailing Address <i>1551 Lawrence Dr.</i>	City <i>De Pere</i>	State <i>WI</i>	ZIP Code <i>54115</i>
Email Address <i>Sonny@lifechurchgb.com</i>	Phone Number (incl. area code) <i>920-883-2640</i>	Fax Number (incl. area code)	

SECTION 2: Landowner 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: Project or Site Location

Project Address/Description <i>317 S. Main Ave.</i>	Parcel No. <i>WD - 909</i>
--	-------------------------------

SECTION 4: Project Information

Project Description:	<i>Facade and sidewalk repair on front + rear</i>		
Estimated Façade Expenses:	<i>Rear - 37,459.00 + Front 38,365.00</i>		
Contractor:	<i>Pyramid Structures Inc.</i>		
Estimated Start Date:	<i>ASAP</i>	Estimated Completion Date:	<i>1 mth.</i>

Please attach (1) hard copy and (1) PDF version of the following items:

1. A photo of the existing façade.
2. The proposed project design. Color renderings are strongly encouraged.
3. The project cost estimates by major category (design, material, labor, etc).

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) <i>Sonny Hennessy</i>	Title <i>Exec. Pastor</i>	Phone Number <i>920-883-2640</i>
Signature of Applicant <i>[Signature]</i>		Date Signed <i>3-10-17</i>



317 MAIN STREET
FEBRUARY 24, 2017

DE PERE, WI
JOE LIXWICZAK

Pyramid Structures Inc.

2340 Woodale Ave.
Green Bay, WI 54313**Estimate**

Date	Estimate #
3/10/2017	1176

Name / Address
Life Church 1551 Lawrence Drive De Pere, WI 54115

Project		
Coffee Shop Front Entrance		
Item	Description	Total
Labor & Material	Supply and install the following repair header openings replace 3 door openings with new aluminum doors replace 1 door opening with new aluminum exterior light install new aluminum glazing across whole front install new glass garage door clean brick and touch up paint where needed	38,365.00
Thank you for the opportunity		Total \$38,365.00



317 MAIN STREET
FEBRUARY 24, 2017

DE PERE, WI
JOE LAWRIKZAK

Pyramid Structures Inc.

2340 Woodale Ave.
Green Bay, WI 54313

Estimate

Date	Estimate #
3/10/2017	1175

Name / Address
Life Church 1551 Lawrence Drive De Pere, WI 54115

Project		
Coffee Shop Rear Entrance		
Item	Description	Total
Labor & Material	Supply and install the following move gas lines demo overhang repair roof edge and install new roof flashing replace aluminum glazing as needed install new glass garage door	37,459.00
Thank you for the opportunity		Total \$37,459.00

City of De Pere MEMORANDUM



To: Redevelopment Authority
From: Kimberly Flom, Economic Development & Planning Director
Date: March 27, 2017

RE: **Façade Grant Application – 317 S. Main Avenue**

Background

Life Church Green Bay submitted the attached façade grant application for proposed improvements to both the front and rear facades of 317 S. Main Avenue (also known as the Kerkhoff Building or the Fred Gabel Building).

The building is listed on both the state and national historic registers. The applicant worked with the Wisconsin Economic Development Corporation (WEDC) through the Definitely De Pere Main Street program in order to generate the renderings. The proposed project will provide an attractive update to the building that is sensitive to the historic character of the area.

Proposed work includes cleaning brick and touching up paint, door replacement, installation of new aluminum and glass storefront windows, gas line relocation and repair of roof edge and header openings. The work is proposed to cost \$75,824. Per the \$4 to \$1 match required, the project qualifies for the maximum grant amount of \$10,000 (funded by TID #9).

Process

The RDA recommendation will be forwarded to the Common Council for consideration. If approved, the applicant must secure the appropriate building permits in order to construct the improvements. Upon completion, the applicant submits documentation of payment. City staff certify work completion and payment documentation and then direct the Finance Department to issue a check.

Funding

Funding for façade grants was included in the 2017 budget for TID #9.

Recommendation

Staff recommends approval of the façade grant application for 317 S. Main Avenue, in the amount of \$10,000 and requests that the application be forwarded to Council for review.

City of De Pere MEMORANDUM



To: Redevelopment Authority
From: Kimberly Flom, Economic Development & Planning Director
Date: March 27, 2017

RE: **Façade Grant Application – 317 S. Main Avenue**

An RDA member asked some great questions about the cost estimates included in the façade grant application for 317 S. Main Avenue Façade grant. The summarized cost estimates do not provide line item detail and include some confusing language, making it difficult to determine whether the work proposed in the cost estimate will result in the rendering provided as part of the application.

The applicant has confirmed that they intend to renovate the façade in order to match the rendering, down to the gray color of the window and door trim. The only proposed change to the rendering is the addition of operable windows, which, unfortunately, were listed as ‘glass garage doors’ on the cost estimates. The applicant desires window that open to better engage the building with the pedestrian activity on the street.

Joe Lawniszak of WEDC, who prepared the renderings noted that operable windows are possible but recommends two sets of bi-fold window units, one on each side of the new center support. When closed, they will appear as four evenly-sized large windows instead of the two large ones shown on the drawing. The applicant has confirmed that they intend to install windows per Joe’s recommendation.

Staff has prepared the below amended motion to clarify the intent of the approval to follow the design of the submitted rendering.

Recommendation

Staff recommends approval of the façade grant application for 317 S. Main Avenue, in the amount of \$10,000 and as shown on the renderings submitted as part of the application, with the addition of operable bi-fold windows, and requests that the application be forwarded to Council for review.

Attachment: Façade Grant RDA Amended Motion 3-2017 (5703 : Resolution #17-29, Approving Façade Improvement Project and Authorizing



CITY OF DE PERE

APPLICATION FOR
FAÇADE GRANT

Date:

3/17/17

The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed. Grants will only be awarded to projects that are approved by the Redevelopment Authority.

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) <i>Life Church Green Bay</i>	Authorized Representative <i>Sonny Hennessy</i>	Title <i>Executive Pastor</i>	
Mailing Address <i>1551 Lawrence Dr.</i>	City <i>De Pere</i>	State <i>WI</i>	ZIP Code <i>54115</i>
Email Address <i>Sonny@lifechurchgb.com</i>	Phone Number (incl. area code) <i>920-883-2640</i>	Fax Number (incl. area code)	

SECTION 2: Landowner 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: Project or Site Location

Project Address/Description <i>317 S. Main Ave.</i>	Parcel No.
--	------------

SECTION 4: Project Information

Project Description:	<i>Facade and sidewalk repair on front + rear</i>		
Estimated Façade Expenses:	<i>Rear - 37,459.00 + Front 38,365.00</i>		
Contractor:	<i>Pyramid Structures Inc.</i>		
Estimated Start Date:	<i>ASAP</i>	Estimated Completion Date:	<i>1 mth.</i>

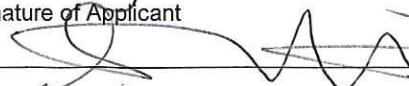
Please attach (1) hard copy and (1) PDF version of the following items:

1. A photo of the existing façade.
2. The proposed project design. Color renderings are strongly encouraged.
3. The project cost estimates by major category (design, material, labor, etc).

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) <i>Sonny Hennessy</i>	Title <i>Exec. Pastor</i>	Phone Number <i>920-883-2640</i>
Signature of Applicant 		Date Signed <i>3-10-17</i>



317 MAIN STREET
FEBRUARY 24, 2017

DE PERE, WI
JOE LXWNICZAK

Pyramid Structures Inc.

2340 Woodale Ave.
Green Bay, WI 54313**Estimate**

Date	Estimate #
3/10/2017	1176

Name / Address
Life Church 1551 Lawrence Drive De Pere, WI 54115

Project		
Coffee Shop Front Entrance		
Item	Description	Total
Labor & Material	Supply and install the following repair header openings replace 3 door openings with new aluminum doors replace 1 door opening with new aluminum exterior light install new aluminum glazing across whole front install new glass garage door clean brick and touch up paint where needed	38,365.00
Thank you for the opportunity		Total \$38,365.00



317 MAIN STREET
FEBRUARY 24, 2017

DE PERE, WI
JOE LAWHICZAK

Pyramid Structures Inc.

2340 Woodale Ave.
Green Bay, WI 54313**Estimate**

Date	Estimate #
3/10/2017	1175

Name / Address
Life Church 1551 Lawrence Drive De Pere, WI 54115

Project		
Coffee Shop Rear Entrance		
Item	Description	Total
Labor & Material	Supply and install the following move gas lines demo overhang repair roof edge and install new roof flashing replace aluminum glazing as needed install new glass garage door	37,459.00
Thank you for the opportunity		Total \$37,459.00

317 Main Avenue Façade Grant Application



Proposed 'Garage Door' Window Style (Front and Rear)

Pyramid Structures Inc.

2340 Woodale Ave.
Green Bay, WI 54313

Estimate

Date	Estimate #
3/10/2017	1175

Name / Address
Life Church 1551 Lawrence Drive De Pere, WI 54115

Project		
Coffee Shop Rear Entrance		
Item	Description	Total
Labor & Material	Supply and install the following Demo existing wall and roof, install appropriate lintels and frame new rear wall LABOR \$9,600.00 Materials, dumpster costs, fees \$8,429.00 Install new black aluminum storefront, install new black aluminum garage doors \$13,730.00 Patch roof and supply black aluminum coping \$3,200.00 wash, tuck point and paint brick \$2,500.00	37,459.00
Thank you for the opportunity		Total \$37,459.00

Attachment: Est_1175_from_Pyramid_Structures_Inc._4068 (5703 : Resolution #17-29, Approving Facade Improvement Project and Authorizing

Pyramid Structures Inc.

2340 Woodale Ave.
Green Bay, WI 54313

Estimate

Date	Estimate #
3/10/2017	1176

Name / Address
Life Church 1551 Lawrence Drive De Pere, WI 54115

Project		
Coffee Shop Front Entrance		
Item	Description	Total
Labor & Material	Supply and install the following Demo existing wall, install appropriate lintels and frame new wall LABOR \$10,800.00 materials, dumpster costs, fees \$7,565.00 Install new black aluminum store front, install new black aluminum garage door \$15,730.00 Wash, tuck point brick, paint wood structure \$4,270.00	38,365.00
Thank you for the opportunity		Total \$38,365.00

Attachment: Est_1176_from_Pyramid_Structures_Inc._4068 (5703 : Resolution #17-29, Approving Facade Improvement Project and Authorizing

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 18, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

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

ATTACHMENTS:

- Reso17-30 (DOCX)
- Exhibit 1-NWTC Agreement (PDF)
- INTERN AGREEMENT WITH NWTC (PDF)

RESOLUTION #17-30

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

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

WHEREAS, in order to afford this opportunity to an increased number of students, the NWTC Healthcare Student Placement Agreement, attached and incorporated by reference as Exhibit 1, has been drafted to supersede the existing Student Placement Agreements and expand eligible programs to include EMT, Advanced EMT, Paramedic, Fire Medic and Fire Science; and

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

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of April, 2017.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Carey E. Danen, Deputy City Clerk

Ayes: ____

Nays: ____

Attachment: Reso17-30 (5743 : Reso#17-30, Authorizing Healthcare Student Placement Agreement with NWTC)

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE STUDENT PLACEMENT AGREEMENT

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

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

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

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

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

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

A. INTRODUCTION

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

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

B. OBLIGATIONS OF NWTC.

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

C. OBLIGATIONS OF NWTC REGARDING PROGRAM STUDENTS.

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

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

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

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

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

D. OBLIGATIONS OF THE FACILITY.

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

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

E. GENERAL PROVISIONS.

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

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

3. Indemnification.

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

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

4. Dispute Resolution: Mediation; Arbitration.

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

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

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

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

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

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

If to NWTC:

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

If to Facility:

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

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

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

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

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

"FACILITY"

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

"NWTC"

NORTHEAST WISCONSIN
TECHNICAL COLLEGE

By: _____

Its: _____

Date: _____

By: Elizabeth J. Paape

Elizabeth Paape
Dean, Public Safety Department

Date: 3/1/17

Tel.: 920/339-4085

Fax:

Email: amatzke@mail.de-pere.org

Tel.: 920-498-5679

Fax: 920-498-5673

Email: elizabeth.paape@nwtc.edu

INCORPORATED EXHIBITS TO BE ATTACHED:

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

Attachment: Exhibit 1-NWTC Agreement (5743 : Reso#17-30, Authorizing Healthcare Student Placement Agreement with NWTC)

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE STUDENT PLACEMENT AGREEMENT

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

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

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

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

Attachment: Exhibit 1-NWTC Agreement (5743 : Reso#17-30, Authorizing Healthcare Student Placement Agreement with NWTC)

Exhibit C:

Principal NWTC contact:

Elizabeth Paape, DEAN

Principal Facility contact:

Elizabeth Paape

Name (Please print clearly)

(920) 498-5679

Phone Number

Program information Website links:

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

Memo



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

From: Alan Matzke, Fire Chief *ACM*

Date: April 3, 2017

Re: Intern Agreement with Northeast Wisconsin Technical College

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

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

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

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

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

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

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

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE STUDENT PLACEMENT AGREEMENT

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

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

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

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

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

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

A. INTRODUCTION

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

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

B. OBLIGATIONS OF NWTC.

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

C. OBLIGATIONS OF NWTC REGARDING PROGRAM STUDENTS.

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

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

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

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

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

D. OBLIGATIONS OF THE FACILITY.

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

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

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

E. GENERAL PROVISIONS.

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

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

3. Indemnification.

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

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

4. Dispute Resolution: Mediation; Arbitration.

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

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

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

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

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

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

If to NWTC:

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

If to Facility:

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

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

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

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

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

"FACILITY"

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

"NWTC"

NORTHEAST WISCONSIN
TECHNICAL COLLEGE

By: _____

Its: _____

Date: _____

By: Elizabeth J. Paape

Elizabeth Paape
Dean, Public Safety Department

Date: 3/1/17

Tel.: 920/339-4085

Fax:

Email: amatzke@mail.de-pere.org

Tel.: 920-498-5679

Fax: 920-498-5673

Email: elizabeth.paape@nwtc.edu

INCORPORATED EXHIBITS TO BE ATTACHED:

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

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE STUDENT PLACEMENT AGREEMENT

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

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

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

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

Exhibit C:

Principal NWTC contact:

Elizabeth Paape, DEAN

Principal Facility contact:

Elizabeth Paape

Name (Please print clearly)

(920) 498-5679

Phone Number

Program information Website links:

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 18, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

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

The Board of Public Works at the April 10, 2017 meeting approved the award of bid to Badger Concrete Lifting, LLC for \$6,670.00 for Project 17-19 Mudjacking.

The Engineering Department received proposals for Project 17-19 Mudjacking on March 30, 2017. This work is for repairs to City sidewalk and curb and gutter. The proposals received are as follows:

Contractor	Amount
Badger Concrete Lifting, LLC	\$6,670.00
American Pavement Solutions, Inc.	\$6,764.00
Raise Rite Concrete Lifting, Inc.	\$8,275.00

The budgeted amount for the project from the capital improvement fund is \$10,000 from the general obligation debt.

ATTACHMENTS:

- Reso17-31 (DOCX)
- Badger Concrete Lifting - Contract for Mudjacking4-17-161-001-12 (PDF)
- Exhibit A-Badger Concrete (PDF)
- Exhibit B-Badger (PDF)
- 17-19 Bid Tab(PDF)

RESOLUTION #17-31

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)

WHEREAS, the City is in need of mudjacking services at various locations in the City of De Pere; and

WHEREAS, Badger Concrete Lifting, LLC has available and offers to provide personnel and equipment necessary to accomplish the mudjacking services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed such matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Deputy City Clerk are authorized and directed to enter into such Agreement for Contractor Services as attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of April, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, Deputy City Clerk

Ayes: _____

Nays: _____

Attachment: Reso17-31 (5733 : Resolution #17-31, Authorizing Agreement for Contractor Services Between the)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND BADGER CONCRETE LIFTING, LLC
(Mudjacking – Curb & Gutter and Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between the City of De Pere, Wisconsin, (“City”), and Badger Concrete Lifting, LLC (“Contractor”).

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete mudjacking services described in the City’s Request for Proposals, Mudjacking – Curb & Gutter and Sidewalk, dated March 23, 2017, attached and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor’s proposal attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment
 - (5) Specialized Equipment
 - (6) Contractual Liability
 - (7) Uninsured Motorists to Limit of Policy

(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

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

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. **LAWS TO BE OBSERVED.** The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

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

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes

before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

Badger Concrete Lifting, LLC
Attention: Kyle Schoenebeck
811 Severndroog Way
Green Bay, WI 54313

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

BADGER CONCRETE LIFTING, LLC

CITY OF DE PERE

By: _____
Kyle Schoenebeck, Owner

by: _____
Michael J. Walsh, Mayor

By: _____
Carey E. Danen, Deputy City Clerk

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

H:\azills\Agreements\2017\Badger Concrete Lifting LLC- Mudjacking 4-17-161-001-12.docx

Badger Concrete Lifting, LLC
Agreement for Contractor Services - Mudjacking
Page 5 of 5

MARCH 23, 2017

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 17-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, March 30, 2017**, at which time they will be publicly opened and read aloud.

Project 17-19 for which proposals are being sought includes the following approximate quantities:

- 100 LF Mud-Jacking Curb & Gutter
- 2,800 SF Mud-Jacking Sidewalk

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

The City of De Pere reserves the right to reject any or all bids, to waive any informalities in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Dated this 23rd day of March 2017.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 17-19

CITY OF DE PERE - BOARD OF PUBLIC WORKS
 SCHEDULE OF PRICES
 PROJECT 17-19
 MUDJACKING - CURB & GUTTER AND SIDEWALK
 VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$_____.____	\$_____.____
SD-02 Mud-Jacking Sidewalk	SF	2800*	\$_____.____	\$_____.____
TOTAL				\$_____.____

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of _____

_____, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

 (Signature of Bidder)

TITLE _____

 Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS
SPECIAL PROVISIONS
PROJECT 17-19
MUDJACKING - CURB & GUTTER AND SIDEWALK
VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes the mudjacking as specified herein at various locations in the City of De Pere. Submittal of proposals, insurance and work to be performed shall conform to pertinent requirements of the General Requirements of the City of De Pere 2017 Construction Specifications found on the City of De Pere Website and these Special Provisions. Attached is a sample agreement that will be executed with the successful bidder.

2. MUD-JACKING.

A. See Attached Section 32 01 20 Mud-Jacking.

B. The unit price for Mud-Jacking work includes:

1. Traffic Control
2. Provide grout holes
3. Provide and install grout
4. Clear grout holes and seal with cement

C. Measurement

The City will measure Mud-jacking by the square foot for sidewalk and pavement based on the joints, and by the lineal foot along the flow line for curb & gutter acceptably completed.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SD-01	Mud-Jacking, Curb & Gutter	LF
SD-02	Mud-Jacking, Sidewalk	SF

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress. The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor after April 18, 2017. Start date is May 15, 2017.

Page 3 of 3

SECTION 32 01 20**MUD-JACKING****PART 1 – GENERAL****1.1 SUMMARY**

- A. Section Includes
 - 1. Mud-Jacking Concrete
 - 2. Mud-Jacking Hole Restoration
 - 3. Clean-up

1.2 REFERENCES (Not Used)**1.3 SUBMITTALS**

- A. Grout mix design.

PART 2 – PRODUCTS**2.1 MATERIALS**

- A. Certified grout mix shall contain a minimum of 7 percent Portland Cement.

PART 3 – EXECUTION**3.1 MUDJACKING CONCRETE**

- A. Holes for injecting the grout mix will be spaced not less than 12 inches nor more than 18 inches from a traverse joint or crack and spaced not more than six (6) inches from center of the hole to center of hole.
- B. The grout mix will have a consistency stiff enough to raise the concrete without blowing or leaking, and yet fluid enough to prevent pyramiding.
- C. The hole size for slab raising operations shall be a minimum of one inch (1”) up to a maximum of two inches (2”) in diameter.

2017 Specifications**City of De Pere**

- D. The holes shall be spaced as necessary to uniformly assure complete communication of slurry between holes.
- E. Slabs shall be raised to the required elevation and pitched at one-quarter (1/4) inch per twelve (12) inches of lineal run, or as directed by the Engineer.

3.2 MUD-JACK HOLE RESTORATION

- A. All jacking operation holes will be cleared of the grout mix and filled with a stiff 1:3 cement mix, which will be consolidated and finished smooth.
- B. Holes shall be cleaned the full depth of the slab by removing excess slurry and wire brushing exposed sidewalls.
- C. Prior to placement of the Portland Cement, the surface around the holes shall be damp.

3.3 CLEAN-UP

- A. Slabs raised shall be thoroughly scraped and swept after completion, but prior to patching.
- B. Surrounding grass areas adjacent to slab raising shall be left in a clean, non-debrised condition.

END OF SECTION

Attachment: Exhibit A-Badger Concrete (5733 : Resolution #17-31, Authorizing Agreement for Contractor Services Between the)

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 17-19

MUDJACKING - CURB & GUTTER AND SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
SD-01 Mud-Jacking Curb & Gutter	LF	100*	\$ <u>5.10</u>	\$ <u>510.00</u>
SD-02 Mud-Jacking Sidewalk	SF	2800*	\$ <u>2.20</u>	\$ <u>6160.00</u>
TOTAL				\$ <u>6670.00</u>

* Estimate, final totals determined in field.

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within fourteen (14) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of Badger Concrete

Loging LLC, and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

[Signature]
(Signature of Bidder)

TITLE Owner

Kyle Schonebeck
Print or Type Name of Bidder

**PROJECT 17-19 MUDJACKING
PROPOSALS**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				BADGER CONCRETE LIFTING, LLC		AMERICAN PAVEMENT SOLUTIONS		RAISE RITE CONCRETE LIFTING, INC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SD-01	Mud-Jacking Curb & Gutter	LF	100	\$ 5.10	\$ 510.00	\$ 15.00	\$ 1,500.00	\$ 5.75	\$ 575.00
SD-02	Mud-Jacking Sidewalk	SF	2,800	\$ 2.20	\$ 6,160.00	\$ 1.88	\$ 5,264.00	\$ 2.75	\$ 7,700.00
Total Amount Bid					\$ 6,670.00		\$ 6,764.00		\$ 8,275.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 18, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

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

The Board of Public Works, at the April 10, 2017 meeting, approved the award of bid to American Pavement Solutions, Inc. in the amount of \$17,980.00 for Project 17-19A Sidewalk Grinding.

The Engineering Department received proposals for Project 17-19A Sidewalk Grinding on March 30, 2017. This work is for repairs to City sidewalk. The proposals received are as follows:

Contractor	Amount
American Pavement Solutions, Inc.	\$17,980.00
All Star Cutting and Coring, LLC	\$23,600.00
Raise Rite Concrete Lifting, Inc.	\$30,300.00

The budgeted amount for the project from the capital improvement fund is \$ 20,000.00 from the general obligation debt.

ATTACHMENTS:

- Reso17-32 (DOCX)
- American Pavement Solutions - Contract for Concrete Grinding4-17-161-001-12 (PDF)
- Exhibit A-American Pavement(PDF)
- Exhibit B-American Pavement(PDF)
- 17-19A BID TAB (PDF)

RESOLUTION #17-32

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND AMERICAN PAVEMENT SOLUTIONS, INC.
(Concrete Grinding – Sidewalk)

WHEREAS, the City is in need of concrete grinding services at various locations in the City of De Pere; and

WHEREAS, American Pavement Solutions, Inc. has available and offers to provide personnel and equipment necessary to accomplish the concrete sidewalk grinding services, subject to the terms and conditions of the Agreement for Contractor Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to enter into such Agreement for Contractor Services as attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of April, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey E. Danen, Deputy City Clerk

Ayes: _____

Nays: _____

Attachment: Reso17-32 (5734 : Resolution #17-32, Authorizing Agreement for Contractor Services Between the City of De Pere44)

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND AMERICAN PAVEMENT SOLUTIONS, INC.
(Concrete Grinding – Sidewalk)**

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between the City of De Pere, Wisconsin, (“City”), and American Pavement Solutions, Inc. (“Contractor”).

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those concrete grinding services described in the City’s Request for Proposals, Concrete Sidewalk Grinding, dated March 23, 2017, attached and incorporated as Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor’s proposal attached and incorporated as Exhibit B.

III. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$2,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos
 - (3) All Non-Owned Autos
 - (4) Mobile Equipment
 - (5) Specialized Equipment
 - (6) Contractual Liability
 - (7) Uninsured Motorists to Limit of Policy

(8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

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

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. **LAWS TO BE OBSERVED.** The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and all of its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by himself or his employees, subcontractors, or agents.
2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

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

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

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

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes

before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.

7. PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

If to City:

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

If to Contractor:

American Pavement Solutions, Inc.
Attention: Robert J. Burkel
1455 Gruber Road
Green Bay, WI 54313

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

AMERICAN PAVEMENT SOLUTIONS, INC. CITY OF DE PERE

By: _____
Printed Name: _____
Title: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Carey E. Danen, Deputy City Clerk

Approved as to Form:

Judith Schmidt-Lehman, City Attorney

H:\azills\Agreements\2017\American Pavement Solutions-Concrete Grinding4-17-161-001-12

MARCH 23, 2017

CITY OF DE PERE

REQUEST FOR PROPOSALS

PROJECT 17-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 P.M., **Thursday, March 30, 2017**, at which time they will be publicly opened and read aloud.

Project 17-19A for which proposals are being sought includes the following approximate quantities:

- 400 Each Grinding sidewalk up to five (5) feet wide and less than (2) inches high
- 20 LF Grind of sidewalk wider than five (5) feet wide

All proposals shall be submitted on forms provided by the City of De Pere. Proposal forms and specifications may be examined and/or obtained for bidding purposes at the office of the Director of Public Works.

The letting of the contract is subject to the provisions of Wisconsin Statute Section 62.15 regarding Public Works.

The City of De Pere reserves the right to reject any or all bids, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interests of the City of De Pere.

Dated this 23rd day of March 2017.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 17-19A

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 17-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	400*	\$_____._____	\$_____._____
2) Grinding of sidewalk wider than five (5) feet wide	LF	20*	\$_____._____	\$_____._____
			TOTAL	\$_____._____

*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of

_____, _____ and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

(Signature of Bidder)

TITLE _____

Print or Type Name of Bidder

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SPECIAL PROVISIONS

PROJECT 17-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

1. SCOPE OF WORK.

The work under this proposal includes grinding concrete sidewalk as specified herein at various locations in the City of De Pere. Submittal of proposal, insurance and work to be performed to conform to pertinent requirements of the General Requirements and Instructions to Bidders of the City of De Pere 2017 Construction Specifications and these Special Provisions, found on the City of De Pere website. Attached is a sample agreement that will be executed with the successful bidder.

2. CONCRETE GRINDING SPECIFICATION

Description

This special provision describes grinding concrete sidewalk to remove trip hazards.

A. Materials

Perform grinding using dry, vertical carbide grinding equipment that will leave a non-slip surface. Grinding can also be performed by saw cutting with flush mounted diamond-tipped blades capable of horizontal cutting to remove the concrete completely to all edges of the walk.

B. Construction

Perform grinding so that the sidewalk surface has essentially the same or slightly rougher texture adjacent to either side of the joint or crack. Ground surfaces will not be smooth or polished and have a coefficient of friction of not less than 0.30.

Perform grinding so that the finished grind has a rectangular appearance consisting of a straight back line with no stray grinding marks. The adjacent concrete will remain untouched by the grinding process without scars or damage.

The finished slope will be a maximum of 8:1 per attached details.

The City will provide a list of the job site addresses.

C. Measurement

The City will measure grinding by each unit or by the number of lineal foot. Each unit shall consist of a grind the entire width of the sidewalk up to a maximum of five (5) feet across and up to a maximum of two (2) inches high. Grinds over five feet shall be paid at the lineal foot rate.

D. Payment

The City will pay for measured quantities at the contract unit price under the following bid items:

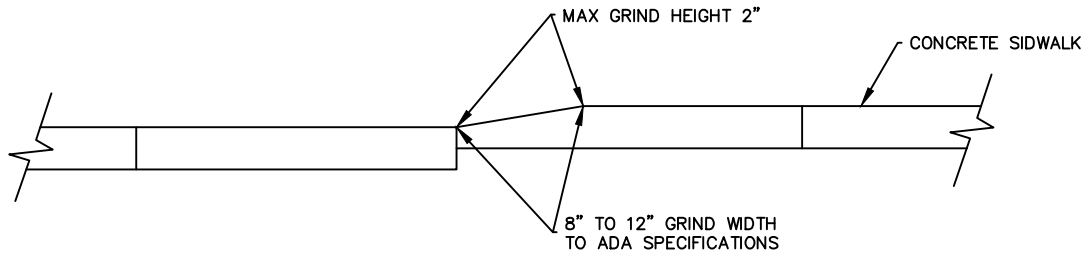
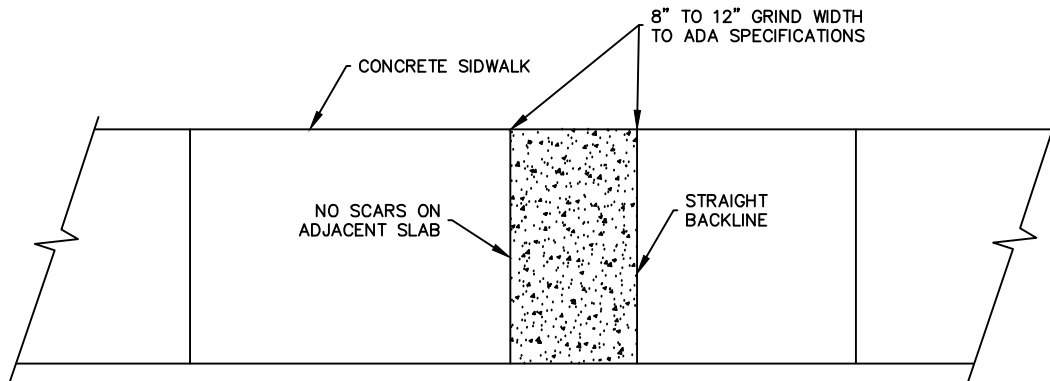
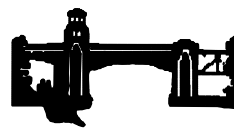
<u>ITEM NUMBER/DESCRIPTION</u>	<u>UNIT</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH
2) Grinding of sidewalk wider than five (5) feet wide	LF

Payment is full compensation for furnishing all materials; mobilizing to site; grinding; clean up; removing all excess debris, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

3. PROSECUTION AND PROGRESS. The Contractor will call or meet at least once a day with the Engineer to report job progress and receive new job assignments while work on this proposal is in progress.

The Contractor will notify the Engineer within 24 hours of any unsuccessful attempt to mudjack any item requested by the Engineer.

It is anticipated that the agreement (sample attached) will be provided to the contractor after April 18, 2017. Start date is May 22, 2017.

TYPICAL SECTIONPLAN VIEW

ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115

OFFICE 920-339-4061
FAX 920-339-4071

TITLE:
CONCRETE SIDEWALKS
GRINDING DETAIL

DIVISION: 33

DRAWING NO:

DATE: 4/2016
BY: SRL
CHECKED: EPR

CITY OF DE PERE - BOARD OF PUBLIC WORKS

SCHEDULE OF PRICES

PROJECT 17-19A

CONCRETE GRINDING SIDEWALK

VARIOUS LOCATIONS

<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT BID</u>
1) Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EACH	400*	\$ <u>44.50</u>	\$ <u>17,800.00</u>
2) Grinding of sidewalk wider than five (5) feet wide	LF	20*	\$ <u>9.00</u>	\$ <u>180.00</u>
			TOTAL	\$ <u>17,980.00</u>

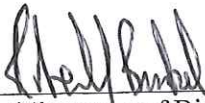
*Estimate, final totals determined in field

PROPOSAL

This Proposal, submitted by the undersigned to the Board of Public Works of the City of De Pere, agrees to perform all work specified herein within twenty-eight (28) consecutive calendar days of the date of notification of acceptance of this proposal. The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of

American

Pavement Solutions, ROBERT J. BURKEL and that the said bidder has examined and carefully prepared bid from the Special Provisions and Location Maps, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.



(Signature of Bidder)

TITLE

Secretary

ROBERT J. BURKEL

Print or Type Name of Bidder

**PROJECT 17-19A Sidewalk Grinding
PROPOSALS**

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				AMERICAN PAVEMENT SOLUTIONS		ALL STAR CUTTING AND CORING, LLC		RAISE RITE CONCRETE LIFTING, INC	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1	Grinding sidewalk up to five (5) feet wide and less than two (2) inches high	EA	400	\$ 44.50	\$ 17,800.00	\$ 58.75	\$ 23,500.00	\$ 75.00	\$ 30,000.00
2	Grinding of sidewalk wider than five (5) feet wide	LF	20	\$ 9.00	\$ 180.00	\$ 5.00	\$ 100.00	\$ 15.00	\$ 300.00
Total Amount Bid					\$ 17,980.00		\$ 23,600.00		\$ 30,300.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 18, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #17-33, Resolution Establishing Non-Lapsing Funds as of December 31, 2016

At its meeting April 11, 2017, the Finance/Personnel Committee unanimously approved this item.

ATTACHMENTS:

- Reso17-33 (DOCX)
- NLFMEMO2016 (DOCX)
- Copy of NLF2016DETAIL (XLS)

RESOLUTION #17-33

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2016

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2016:

<u>Account</u>	<u>Amount</u>
Administrator-Sustainability Funds LED Lighting	\$6,993
Information Management Technology Initiatives	\$20,537
Economic Development-Zoning Code Update	\$20,000
Police-Community Policing	\$1,613
Police Training	\$8,467
Fire/Rescue-Act 102	\$6,985
Fire Department-Mobile Digital Computers	\$35,000
Fire Department-Physicals	\$15,000
Public Works Administration-Two Ipads for Field Work	\$1,000
Engineering-Laptop	\$800
Community Center-Heated Gutter Coiling	\$9,000
Historic Preservation-Plaques in Historic District	\$3,200
Parks & Public Lands-Trees Urban Orchard	\$3,600
Parks & Public Lands-Legion Park Concrete Dugouts	\$1,000
Parks & Public Lands-Bomier Boat Launch	\$14,500
Swimming Pools-One Laptop for Each Pool	\$1,000
TOTAL	\$148,695

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of April, 2017.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Carey E. Danen, Deputy City Clerk

Ayes: _____

Nays: _____

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2016 Budget Items Carried Forward to 2017
Date: April 6, 2017

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2016 but will not spent until 2017. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was \$80,989. This year's amount is \$148,695 which is larger than last year due mainly to increased amounts unspent in the 2016 budget for consulting or outlay items. Feel free to contact me prior to the Finance Meeting on April 11, 2017 should you have any questions. I recommend that these items be approved for carryover to 2017.

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City of De Pere
Non-Lapsing Funds Detail
December 31, 2016

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
General Government			
Administrator	Sustainability Funds - LED Lighting	\$6,993	Unspent Sustainability Funds from 2016
Information Management	Technology Initiatives-General Fund Share (28%)	\$20,537	2016 budgeted amount carried forward to 2017.
Economic Development	Zoning Code Update	\$20,000	2016 budgeted amount carried forward to 2017.
Public Safety			
Police Department	Police-Community Policing	\$1,613	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	\$8,467	This amounts represents unspent state grants specific for training.
Fire Department	Fire/Rescue-Act 102	\$6,985	This amounts represents unspent state Act 102 grants specific for fire department.
	Mobile Digital Computers	\$35,000	2016 budgeted amount carried forward to 2017.
	Physicals	\$15,000	2016 budgeted amount carried forward to 2017.
Public Works			
Administration	Two Ipads for Field Work	\$1,000	2016 budgeted amount carried forward to 2017.
Engineering	Laptop - General Fund Share (40%)	\$800	2016 budgeted amount carried forward to 2017.
Parks and Recreation			
Community Center	Community Center Heated Gutter Coiling	\$9,000	Amount remaining from \$10,000 in 2016 expected to be completed in 2017.
Historic Preservation	Plaques in Residential Historic District	\$3,200	2016 budgeted amount carried forward to 2017.
Parks & Public Lands	Trees- Urban Orchard	\$3,600	Donation from American Transmission Company
Parks & Public Lands	Legion Park Ball Field - Concrete Dugouts	\$1,000	Donation from Pink Flamingos
Boat Ramps	Bomier Boat Launch Parking Lot caulking of VFW & Legion Pools	\$14,500	Project not started in 2015 & 2016 but delayed to 2017 due to grant process.
Swimming Pools	One Laptop For Each Pool	\$1,000	2016 budgeted amount carried forward to 2017.
TOTAL		<u><u>\$148,695</u></u>	

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

MEETING DATE: April 18, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Review of a Visioning Branding Initiative Request for Proposals (RFP)

ATTACHMENTS:

- Vision RFP CC Memo 4-2017 (DOCX)
- Vision-Branding RFP 4-2017 (PDF)

City of De Pere MEMORANDUM



To: City Council
From: Kimberly Flom, Economic Development & Planning Director
Date: April 18, 2017

RE: **Visioning/Branding Initiative – Request for Proposals**

Background/Summary

The City Council approved \$100,000 of excess stadium tax revenue to be used for a citywide visioning-branding initiative. The attached Request for Proposals (RFP) has been drafted to begin the process, which is anticipated to take 6-7 months after a consultant team is hired.

The RFP includes project objectives, summarized scope of work, deliverables, criteria for evaluation and anticipated timeline. If approved, the RFP will be issued on April 19 or 20, 2017.

If you have any questions regarding this item prior to the meeting, please contact me at 920-339-2370 or kflom@mail.de-pere.org.

Attachment: Vision RFP CC Memo 4-2017 (5718 : Visioning Branding Initiative RFP Review)

REQUEST FOR PROPOSALS

City of De Pere, Wisconsin

Strategic Visioning and Branding Initiative

City Summary and Project History

The 24,000 people who call De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents.

The residences, businesses and commercial areas are connected with a transportation and green space network that accommodates cars, bikes and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining and entertainment.

The City consistently ranks high on livability indexes, and the housing market has become very competitive. Recent research by the University of Wisconsin System found that De Pere better maintains a young adult population than other communities in Wisconsin. However, like the rest of the state, we are not gaining a young adult population.

As workers shift from choosing where to live before choosing where to work, it becomes increasingly important for us to leverage our story and promote our community. With significant projects on the horizon, we need a shared vision and mission that defines De Pere and provides a framework for decision makers. While documents like the City Budget, Comprehensive Plan, Zoning Code, Park Master Plan, Downtown Master plan, etc. provide guidance for the future, De Pere lacks a unified vision and a strong brand.

The desire for a vision and brand arose from multiple sources, including discussions about recent downtown development proposals and conversations with business and property owners (see attached letter). Recognizing the economic development value of a visioning/branding initiative, the De Pere Council allocated funds for a visioning/branding project in early 2016. The City does not have a current vision or mission, or formal brand standards.

Project Objectives

1. Broad reaching (both inside and outside of De Pere), diverse (multiple methods), engaging and fun public outreach.
2. A De Pere vision and mission statement that aligns diverse City processes and services.
3. City specific goals and priorities to guide decisions made during the budget process, the Zoning Code rewrite and other planning initiatives.
4. A brand platform inspired by community input and enthusiastically promoted by external and internal customers.
5. An authentic De Pere brand set up to transcend the municipal sector for use by local businesses and partner organizations.

6. A detailed implementation strategy that brings the brand to life and integrates it into all aspects of the community.
7. Realistic performance measures and task lists to evaluate brand effectiveness and maintain sustainability.

Scope of Work

A summarized scope of services is listed below. We are interested in ideas and recommendations that will best achieve project objectives. A more detailed scope including detailed task lists will be prepared in collaboration with the selected consultant.

PHASE 1 Assessment and Analysis

- o Review and research of City demographics, documents in order to provide a 360 degree view.
- o Extensive, engaging and fun public outreach/facilitation that collects input and insight.
 - Steering Committee meetings
 - Strategic Visioning session with elected officials
 - Stakeholder Interviews and Focus Groups
 - Media campaign/awareness
 - Community Forum
 - Survey and/or mobile targeted outreach
- o Strengths, Opportunities, Weaknesses, Threats (SWOT) Analysis.

PHASE 2 Vision/Mission and Goals

- o Consideration of the following questions:
 - Who do we think we are?
 - Who do our customers think we are?
 - Who do we want to become?
 - Who are we most likely to become?
- o The Development of a Vision and Mission based on the assessment and analysis.
- o Identify and develop city specific short term and long term goals and priorities.

PHASE 3 Brand Development and Strategy

- o Development of an authentic, compelling and sustainable brand platform, including key words, messages and phrases.
- o Visual identity components like logo, fonts, color palette, brand identity guidelines and standards (slogan/tag line if appropriate).
- o Implementation strategy (both internal and external launch).
- o Guidance on how to incorporate brand with local business owners and partner organizations
- o Realistic performance measures in order to assess brand progress.
- o Participation in various stakeholder and public meetings throughout process.

The consultant team will work closely with a steering committee of 8-10 individuals. The Economic Development and Planning Director will be the primary City staff contact.

Key Deliverables

The City reserves the right to amend the list of deliverables in order to better meet the project objectives.

Phases 1 and 2

- Written Report that documents work completed in Phase 1 and Phase 2
 1. Current state of the City
 2. Public Outreach and SWOT summary
 3. City Vision and Mission Statement.
 4. City Goals and Priorities
 5. Key recommendations for brand development

Phase 3

- Brand Implementation Strategy (both internal and external)
- Brand Manual/Blueprint (logo, color palette, key messages, photography style, et al)
- Conceptual designs/recommendations for implementation, particularly for upcoming City projects like signage, wayfinding, placemaking, website, streetscape, et. al.
- Conceptual designs/recommendations for communication materials, both in print and online.
- Recommendations for brand use and integration with business and property owners and partner organizations.

Proposal Requirements

1. Brief Description of Team structure and capabilities.
2. Description of overall approach and process for the project.
3. Any proposed changes/revisions to the scope of services or deliverables in order to meet project objectives.
4. Resumes for key staff that will work on the project.
5. Case studies for similar projects completed by your firm/team.
6. Fee Proposal that outlines activities performed.
7. Timeline for Completion. The City requests that work be complete within 6-7 months of contract execution.

Evaluation Criteria

1. Proposals will be evaluated based on overall approach, team experience and qualifications, budget, organization structure, work plan and fit with the City of De Pere.
2. This project requires experience in the following areas. Preference will be given to consultant teams that work well together and provide the best services to obtain project objectives.
 - Public participation and facilitation
 - Strategic Planning
 - Brand Development and Brand Strategy
3. Based on the unique and distinct needs of a city, significant consideration is given to teams with experience working with municipalities and other forms of local government.
4. Knowledge of, or previous experience in the northeast Wisconsin area is beneficial.
5. Special consideration given to teams that provide examples/case studies where engaging outreach and facilitation led to development of successful solutions, particularly among diverse groups.

Interview/Meeting

Meetings will be requested with finalist(s) in order to allow for the City and consultant to get to know one another and talk through project details. However, De Pere reserves the right to award a contract on the basis of proposals only.

Budget

Proposals should provide a work plan that best meets the above objectives and scope within a \$100,000 budget.

Consultant Contract

The City utilizes its own consultant contract when formalizing the consultant arrangement. A sample copy of that Consultant Agreement is attached.

Timeline

RFP Issued: April 19, 2017

Questions due to the City: April 28, 2017

Responses to questions posted on City website: May 3, 2017

Proposals due to the City: May 15, 2017

Possible interviews with finalists: May 22-26, 2017

Consultant Selection: June 6, 2017, Common Council Meeting

De Pere Resources Websites

City of De Pere: <https://www.de-pere.org/>

Comprehensive Plan, Downtown Master Plan, Historic Neighborhood Preservation Plan:

<https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730>

Definitely De Pere: <http://definitelydepere.org/>

De Pere Chamber: <http://deperechamber.org/>

St. Norbert College: <http://www.snc.edu/>



January 27, 2017

Dear City of De Pere,

We write to you today in favor of allocating resources to help define the vision for and brand of De Pere so to enhance economic development and further foster our quality of life.

As business owners and those charged with enhancing the economic vitality of De Pere, we have a vested interest in seeing our city flourish. Through our work through Definitely De Pere as well our independent efforts, we have spent significant time promoting our beautiful city and all that it offers. However, we recognize that we do not have a unified and defined way to describe or showcase the essence of what De Pere is - or perhaps even more importantly - what we seek for the future of De Pere.

Perhaps the best way for us to share with you why we believe investing in a strategic visioning and branding initiative is a wise use of stadium tax district dollars is best said by Bill Baker, a leading expert and author on the subject of city branding. In the forward of Keith Dinnie's book, *City Branding Theory and Cases*, Baker writes:

“Community leaders are increasingly recognizing that there is a direct link between their city’s image or reputation and its attractiveness as a place to visit, live, invest and study. An even greater realization for some is that inaction is not a viable option if they genuinely want to improve local prosperity, build social capital and foster economic growth...To succeed, city leaders are now thinking beyond their traditional approaches to embrace branding techniques that were once the domain of commercial products and services.

The thoughts and associations that come to mind when a city’s name is heard or read are likely to have huge financial, political, and social value. Too few city leaders think about the number of jobs, businesses, and other organizations that have a stake in their city’s image and reputation. Unfortunately, it is a value that often goes largely unrecognized, unappreciated and unmanaged. It rarely gets measured and never appears on a balance sheet or the job evaluation of a Mayor, city manager or elected official. The level of esteem that a city’s name evokes has a direct impact on the health of its tourism, economic development, prestige and respect. With so much riding on its image, it makes sense to have a plan to cultivate, manage and protect this most valuable of city assets.”

We ask that you join those city leaders in our nation who chose to not leave their city's reputation to chance. We urge you to vote yes to allocating \$50,000 - \$100,000 for a city-wide strategic visioning and branding initiative. We recommend hiring an organization to lead us through a collaborative process that will result in defining top priorities for the city and our brand - complete with key messaging, a logo, tag line, and a marketing communications plan with recommendations for consistently sharing and incorporating the brand throughout our web sites, social media, and advertising. This initiative should also include training for businesses and organizations to learn how to co-brand with De Pere's brand to further the collective impact and outcome.

We welcome further discussion around this issue so to underscore our desire to see a visioning and branding initiative take place to help us define and then tell the beautiful story of De Pere so to enhance tourism, economic development, and our quality of life.

Sincerely,

Tina Quigley, Executive Director, Definitely De Pere
Tom Gavic, Chair, Economic Enhancement Committee, Definitely De Pere; Owner, Credo
Bridget Krage O'Connor, Owner, O'Connor Connective

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description) _____; and

WHEREAS, the Consultant has available and offers to provide personnel and facilities necessary to accomplish the work within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated ____ (date) (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTANT SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

In addition to providing drawings, specifications and other documents in the printed form (also known as hard copies), Consultant shall provide to City these documents in the following electronic forms: _____ at no additional cost to the City. Copies of Documents that may be relied upon by the City are limited to the printed copies that are signed or sealed by the Consultant. Electronic files that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

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

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

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. City shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

XI. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

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

percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

XVII. TERMINATION OF WORK

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

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

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

XVIII. MEDIATION

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

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

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

XIX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Charlene M. Peterson, Clerk-Treasurer

Date: _____

Date: _____

H:\jdupont\Agreements\2011\Consultant Agreement Template.doc

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

MEETING DATE: April 18, 2017

DEPARTMENT: Common Council

FROM: Lisa Renier

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

ATTACHMENTS:

- Standing Committee Appointments - 2017 (DOC)

**STANDING COMMITTEE APPOINTMENTS
BY MAYOR WALSH**

2017

BOARD OF HEALTH

Meets the third Monday of the month: March, May, September, November

Nelson
Jennings

BOARD OF PARK COMMISSIONERS

Meets third Thursday of the month

Raasch
Lueck
Jennings

FINANCE/PERSONNEL COMMITTEE

Meets second Tuesday of the month

Lueck
Crevier
Nelson
Jennings

LICENSE COMMITTEE

Meets before each Council meeting; first and third Tuesday of the month

Carpenter
Boyd
Hansen

BOARD OF PUBLIC WORKS

Meets the first Monday after the first Tuesday of the month

Carpenter
Boyd
Hansen
Raasch

HISTORIC PRESERVATION

Meets the third Monday of every month

Crevier

WEED COMMISSIONER

John Bauman

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

MEETING DATE: April 18, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Carey Danen
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 4-18-17 VOUCHERS (PDF)

PACKET: 05505 APR 2017 COUNCIL - 2 4-18-17

17.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6426	ACL							
	I-201703-0	ACL	R	4/18/2017		120.60CR	081712	120.60
2982	ALL CITY COMMUNICATIONS							
	I-4699567-040117	ALL CITY COMMUNICATIONS	R	4/18/2017		149.00CR	081713	149.00
0023	BATTERIES PLUS LLC							
	I-501-241589-01	BATTERIES PLUS LLC	R	4/18/2017		83.90CR	081714	
	I-501-512842	BATTERIES PLUS LLC	R	4/18/2017		269.95CR	081714	
	I-501-515298	BATTERIES PLUS LLC	R	4/18/2017		51.95CR	081714	
	I-501-515932	BATTERIES PLUS LLC	R	4/18/2017		233.90CR	081714	639.70
0027	BAY TOWEL INC							
	I-2363041	BAY TOWEL INC	R	4/18/2017		177.02CR	081715	
	I-2364810	BAY TOWEL INC	R	4/18/2017		40.55CR	081715	
	I-2364811	BAY TOWEL INC	R	4/18/2017		90.79CR	081715	
	I-2368993	BAY TOWEL INC	R	4/18/2017		40.55CR	081715	
	I-2368994	BAY TOWEL INC	R	4/18/2017		90.79CR	081715	
	I-2371388	BAY TOWEL INC	R	4/18/2017		177.02CR	081715	
	I-2371405	BAY TOWEL INC	R	4/18/2017		72.06CR	081715	688.78
0038	BROADWAY AUTOMOTIVE INC							
	C-JR0143B	BROADWAY AUTOMOTIVE INC	R	4/18/2017		184.47	081716	
	I-846481P	BROADWAY AUTOMOTIVE INC	R	4/18/2017		320.55CR	081716	136.08
2944	BROWN COUNTY JAIL							
	I-201704117017	BROWN COUNTY JAIL	R	4/18/2017		680.00CR	081717	680.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201704117018	BROWN COUNTY REGISTER OF DEEDS	R	4/18/2017		37.50CR	081718	37.50
0115	CARQUEST AUTO PARTS LLC							
	I-6339-237963	CARQUEST AUTO PARTS LLC	R	4/18/2017		18.01CR	081719	
	I-6339-238238	CARQUEST AUTO PARTS LLC	R	4/18/2017		1.28CR	081719	19.29
6061	CARRICO AQUATIC RESOURCES INC							
	I-20170811	CARRICO AQUATIC RESOURCES INC	R	4/18/2017		5,500.00CR	081720	5,500.00
0536	CDW GOVERNMENT INC							
	C-HGN2036	CDW GOVERNMENT INC	R	4/18/2017		11.34	081721	
	I-HGW1603	CDW GOVERNMENT INC	R	4/18/2017		9.41CR	081721	
	I-HGX6614	CDW GOVERNMENT INC	R	4/18/2017		128.26CR	081721	126.33

Attachment: 4-18-17 VOUCHERS (5744 : Voucher Approval.)

PACKET: 05505 APR 2017 COUNCIL - 2 4-18-17

17.a

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK	CHECK				CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT	
2708	CLEANING SOLUTION SERVICES INC								
	I-12781	CLEANING SOLUTION SERVICES INC	R	4/18/2017		25.96CR	081722		
	I-12801	CLEANING SOLUTION SERVICES INC	R	4/18/2017		1,784.35CR	081722		
	I-12894	CLEANING SOLUTION SERVICES INC	R	4/18/2017		85.61CR	081722		
	I-13000	CLEANING SOLUTION SERVICES INC	R	4/18/2017		118.11CR	081722		
	I-13015	CLEANING SOLUTION SERVICES INC	R	4/18/2017		76.00CR	081722	2,090.03	
2926	CROSBY HEAVY DUTY WRECKER SERV INC								
	I-82315	CROSBY HEAVY DUTY WRECKER SERV	R	4/18/2017		150.00CR	081723	150.00	
0075	DIGGERS HOTLINE INC								
	I-170 3 36401	DIGGERS HOTLINE INC	R	4/18/2017		266.68CR	081724	266.68	
0079	DORSCH CORP								
	I-33212	DORSCH CORP	R	4/18/2017		32.04CR	081725	32.04	
0085	EMERGENCY MEDICAL PRODUCTS INC								
	I-1897157	EMERGENCY MEDICAL PRODUCTS INC	R	4/18/2017		86.46CR	081726	86.46	
0086	ERC INC								
	I-ERC-0317-7166	ERC INC	R	4/18/2017		408.00CR	081727	408.00	
7422	EXCEL UNDERGROUND LLC								
	I-5038	EXCEL UNDERGROUND LLC	R	4/18/2017		2,908.75CR	081728	2,908.75	
0331	FERGUSON WATERWORKS #1476 INC								
	I-216547	FERGUSON WATERWORKS #1476 INC	R	4/18/2017		683.00CR	081729	683.00	
2627	FESTIVAL FOODS INC								
	I-128546-36	FESTIVAL FOODS INC	R	4/18/2017		8.99CR	081730	8.99	
3655	FUN EXPRESS LLC								
	I-682134298-01	FUN EXPRESS LLC	R	4/18/2017		91.43CR	081731	91.43	
0562	GALLS LLC								
	I-7241301	GALLS LLC	R	4/18/2017		243.15CR	081732		
	I-9399507038	GALLS LLC	R	4/18/2017		32.47CR	081732		
	I-9400180858	GALLS LLC	R	4/18/2017		246.80CR	081732	522.42	
2544	GLOBAL RECOGNITION INC								
	I-164372	GLOBAL RECOGNITION INC	R	4/18/2017		812.50CR	081733		
	I-164388	GLOBAL RECOGNITION INC	R	4/18/2017		42.90CR	081733	855.40	

Attachment: 4-18-17 VOUCHERS (5744 : Voucher Approval.)

PACKET: 05505 APR 2017 COUNCIL - 2 4-18-17

VENDOR SET: 01

BANK : AP ASSOCIATED

17.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0124	GREEN BAY CITY TREASURER							
	I-108918	GREEN BAY CITY TREASURER	R	4/18/2017		164.36CR	081734	
	I-108919	GREEN BAY CITY TREASURER	R	4/18/2017		148.06CR	081734	312.42
0446	HAWKINS INC							
	I-4046722 RI	HAWKINS INC	R	4/18/2017		99.86CR	081735	
	I-4046987 RI	HAWKINS INC	R	4/18/2017		5,358.16CR	081735	5,458.02
3521	HD SUPPLY WATERWORKS LTD							
	I-G928436	HD SUPPLY WATERWORKS LTD	R	4/18/2017		374.30CR	081736	
	I-G945076	HD SUPPLY WATERWORKS LTD	R	4/18/2017		525.00CR	081736	
	I-G982033	HD SUPPLY WATERWORKS LTD	R	4/18/2017		301.70CR	081736	
	I-G993927	HD SUPPLY WATERWORKS LTD	R	4/18/2017		48.00CR	081736	1,249.00
6589	HSBS EWD							
	I-201704117019	HSBS EWD	R	4/18/2017		46.50CR	081737	46.50
5484	HYDROCORP INC							
	I-42137-IN	HYDROCORP INC	R	4/18/2017		2,876.00CR	081738	
	I-42165-IN	HYDROCORP INC	R	4/18/2017		3,325.00CR	081738	6,201.00
1399	INDOFF INC							
	I-2934902	INDOFF INC	R	4/18/2017		375.63CR	081739	
	I-2938828	INDOFF INC	R	4/18/2017		93.16CR	081739	
	I-2941403	INDOFF INC	R	4/18/2017		136.75CR	081739	
	I-2941587	INDOFF INC	R	4/18/2017		44.44CR	081739	
	I-2942133	INDOFF INC	R	4/18/2017		69.34CR	081739	
	I-2942478	INDOFF INC	R	4/18/2017		20.46CR	081739	739.78
2602	JOSSART BROTHERS INC							
	I-310	JOSSART BROTHERS INC	R	4/18/2017		1,372.50CR	081740	
	I-311	JOSSART BROTHERS INC	R	4/18/2017		1,274.50CR	081740	
	I-FRSC;APPL4	JOSSART BROTHERS INC	R	4/18/2017		1,772.50CR	081740	
	I-FRSC;APPL5	JOSSART BROTHERS INC	R	4/18/2017		1,058.35CR	081740	
	I-FRSC;APPL6	JOSSART BROTHERS INC	R	4/18/2017		1,123.50CR	081740	
	I-FRSC;APPL7	JOSSART BROTHERS INC	R	4/18/2017		1,123.50CR	081740	7,724.85
1276	JX ENTERPRISES INC							
	I-D-270810127	JX ENTERPRISES INC	R	4/18/2017		3.82CR	081741	
	I-D-270870150	JX ENTERPRISES INC	R	4/18/2017		80.25CR	081741	
	I-D-270880163	JX ENTERPRISES INC	R	4/18/2017		8.00CR	081741	
	I-D-270890028	JX ENTERPRISES INC	R	4/18/2017		36.00CR	081741	
	I-D-270890031	JX ENTERPRISES INC	R	4/18/2017		20.68CR	081741	
	I-D-270890066	JX ENTERPRISES INC	R	4/18/2017		11.16CR	081741	
	I-D-270900024	JX ENTERPRISES INC	R	4/18/2017		144.00CR	081741	303.91

Attachment: 4-18-17 VOUCHERS (5744 : Voucher Approval.)

PACKET: 05505 APR 2017 COUNCIL - 2 4-18-17

17.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7559	KNIGHT BARRY TITLE SERVICES LLC							
	I-885885	KNIGHT BARRY TITLE SERVICES LL	R	4/18/2017		818.00CR	081742	818.00
3140	KUNDINGER FLUID POWER INC							
	I-50423525	KUNDINGER FLUID POWER INC	R	4/18/2017		44.36CR	081743	
	I-50426867	KUNDINGER FLUID POWER INC	R	4/18/2017		95.80CR	081743	140.16
7423	LOW VOLTAGE SOLUTIONS LLC							
	I-834	LOW VOLTAGE SOLUTIONS LLC	R	4/18/2017		208.58CR	081744	208.58
7446	MACQUEEN EQUIPMENT GROUP							
	I-PO5075	MACQUEEN EQUIPMENT GROUP	R	4/18/2017		517.66CR	081745	
	I-PO5336	MACQUEEN EQUIPMENT GROUP	R	4/18/2017		279.77CR	081745	797.43
1	MCDERMOTT, CHRISTINE							
	I-201704117020	REF YOGA	R	4/18/2017		23.00CR	081746	23.00
0173	MENARDS INC							
	I-3670	MENARDS INC	R	4/18/2017		88.80CR	081747	
	I-3804	MENARDS INC	R	4/18/2017		12.97CR	081747	
	I-3865	MENARDS INC	R	4/18/2017		77.09CR	081747	
	I-4225	MENARDS INC	R	4/18/2017		14.88CR	081747	
	I-4429	MENARDS INC	R	4/18/2017		4.99CR	081747	198.73
0531	NORTHEAST AUTO PARTS INC							
	I-319515	NORTHEAST AUTO PARTS INC	R	4/18/2017		31.49CR	081748	
	I-319628	NORTHEAST AUTO PARTS INC	R	4/18/2017		397.08CR	081748	
	I-319785	NORTHEAST AUTO PARTS INC	R	4/18/2017		31.49CR	081748	
	I-319807	NORTHEAST AUTO PARTS INC	R	4/18/2017		11.99CR	081748	
	I-319810	NORTHEAST AUTO PARTS INC	R	4/18/2017		28.98CR	081748	
	I-319853	NORTHEAST AUTO PARTS INC	R	4/18/2017		24.32CR	081748	
	I-319869	NORTHEAST AUTO PARTS INC	R	4/18/2017		8.00CR	081748	
	I-319931	NORTHEAST AUTO PARTS INC	R	4/18/2017		27.46CR	081748	
	I-319952	NORTHEAST AUTO PARTS INC	R	4/18/2017		315.50CR	081748	
	I-319976	NORTHEAST AUTO PARTS INC	R	4/18/2017		25.38CR	081748	
	I-320005	NORTHEAST AUTO PARTS INC	R	4/18/2017		8.69CR	081748	
	I-320014	NORTHEAST AUTO PARTS INC	R	4/18/2017		72.17CR	081748	
	I-320038	NORTHEAST AUTO PARTS INC	R	4/18/2017		36.48CR	081748	1,019.03
0187	NSIGHT TELSERVICES							
	I-201704117021	NSIGHT TELSERVICES	R	4/18/2017		64.40CR	081749	64.40

Attachment: 4-18-17 VOUCHERS (5744 : Voucher Approval.)

PACKET: 05505 APR 2017 COUNCIL - 2 4-18-17

VENDOR SET: 01

BANK : AP ASSOCIATED

17.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0255	ONE LAW GROUP SC							
	I-406-01M (255)	ONE LAW GROUP SC	R	4/18/2017		630.00CR	081750	630.00
7355	OXFORD IMMUNOTEC							
	I-573304	OXFORD IMMUNOTEC	R	4/18/2017		52.75CR	081751	52.75
5222	P J KORTENS & CO INC							
	I-10019455	P J KORTENS & CO INC	R	4/18/2017		385.00CR	081752	385.00
1331	PACKER FASTENER & SUPPLY INC							
	I-327725	PACKER FASTENER & SUPPLY INC	R	4/18/2017		21.93CR	081753	21.93
1826	PAULSON HARDWARE INC							
	I-148301	PAULSON HARDWARE INC	R	4/18/2017		385.00CR	081754	385.00
6464	POMASL FIRE EQUIPMENT INC							
	I-67614	POMASL FIRE EQUIPMENT INC	R	4/18/2017		227.89CR	081755	227.89
0208	POMP'S TIRE SERVICE INC							
	I-90038718	POMP'S TIRE SERVICE INC	R	4/18/2017		628.60CR	081756	628.60
1246	PREVEA HEALTH							
	I-108700	PREVEA HEALTH	R	4/18/2017		192.75CR	081757	
	I-108735	PREVEA HEALTH	R	4/18/2017		77.70CR	081757	270.45
0218	PROMOTIONAL DESIGNS INC							
	I-14923-1	PROMOTIONAL DESIGNS INC	R	4/18/2017		250.30CR	081758	250.30
0220	QUILL CORP							
	I-5718084	QUILL CORP	R	4/18/2017		219.94CR	081759	219.94
6380	ROCK OIL REFINING INC							
	I-259724	ROCK OIL REFINING INC	R	4/18/2017		62.00CR	081760	62.00
4029	SERVICE MOTOR COMPANY							
	C-CS19287	SERVICE MOTOR COMPANY	R	4/18/2017		29.83	081761	
	I-CS19171	SERVICE MOTOR COMPANY	R	4/18/2017		311.08CR	081761	281.25
0999	STAPLES ADVANTAGE							
	I-3334801252	STAPLES ADVANTAGE	R	4/18/2017		5,062.25CR	081762	5,062.25
4094	STATE BAR OF WISCONSIN							
	I-5018397	STATE BAR OF WISCONSIN	R	4/18/2017		72.35CR	081763	72.35

Attachment: 4-18-17 VOUCHERS (5744 : Voucher Approval.)

PACKET: 05505 APR 2017 COUNCIL - 2 4-18-17

17.a

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7309	TRILLIUM CNG							
	I-1704052124	TRILLIUM CNG	R	4/18/2017		3,478.74CR	081764	3,478.74
5663	TYLER TECHNOLOGIES INC							
	I-025-183852	TYLER TECHNOLOGIES INC	R	4/18/2017		2,347.04CR	081765	2,347.04
3858	ULINE							
	I-84804671	ULINE	R	4/18/2017		237.49CR	081766	237.49
0272	UNIFORM SHOPPE INC							
	I-264377	UNIFORM SHOPPE INC	R	4/18/2017		15.00CR	081767	
	I-264443	UNIFORM SHOPPE INC	R	4/18/2017		141.90CR	081767	
	I-264544	UNIFORM SHOPPE INC	R	4/18/2017		37.80CR	081767	
	I-265050	UNIFORM SHOPPE INC	R	4/18/2017		54.90CR	081767	
	I-265072	UNIFORM SHOPPE INC	R	4/18/2017		64.99CR	081767	314.59
1911	UNITED PARCEL SERVICE INC							
	I-2017 70A6Y6137	UNITED PARCEL SERVICE INC	R	4/18/2017		4.88CR	081768	4.88
0277	VAN'S FIRE & SAFETY INC							
	I-4096232	VAN'S FIRE & SAFETY INC	R	4/18/2017		45.75CR	081769	45.75
1798	VILLA REAL							
	I-LC-1-35826	VILLA REAL	R	4/18/2017		58.16CR	081770	58.16
5539	VORPAHL FIRE & SAFETY CORP							
	I-215216946	VORPAHL FIRE & SAFETY CORP	R	4/18/2017		178.96CR	081771	178.96
2645	WI DEPT OF JUSTICE							
	I-201704117022	WI DEPT OF JUSTICE	R	4/18/2017		147.00CR	081772	147.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	61	0.00	56,867.61	56,867.61
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	61	0.00	56,867.61	56,867.61

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 4-18-17 VOUCHERS (5744 : Voucher Approval.)

PACKET: 05505 APR 2017 COUNCIL - 2 4-18-17

VENDOR SET: 01

BANK : AP ASSOCIATED

17.a

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	4/2017	29,574.38CR
201	4/2017	1,745.93CR
208	4/2017	106.58CR
290	4/2017	820.50CR
405	4/2017	10.31CR
601	4/2017	23,106.36CR
650	4/2017	1,503.55CR
=====		
ALL		56,867.61CR

Attachment: 4-18-17 VOUCHERS (5744 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 18, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Carey Danen
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 04-18-17 (PDF)

CITY OF DE PERE
License Committee - April 18, 2017

Previously Tabled Operator License Applications	
1	HICKS, HOLLY R.
2	MOORE, BENJAMIN S.
3	SIMPKINS, MEREDITH E.

Temporary Operator License Applications	
1	ACHTEN, JAY G.
2	KASTER, LEAH M.
3	VAN DE KREEKE, DANIEL J.
4	VAN DE KREEKE, SUSAN M.
5	VAN SLUYS, STEVEN J.
6	ZAHN, SCOTT G.

New Operator License Applications	
1	FLISS, DANA K.
2	HEHIR, FIONA E.
3	HELMS, ASHLEY B.
4	KAISERSHOT, NICHOLAS P.
5	LEE, EMILY E.
6	MAASS, JANET L.
7	MATENAER, ALLAN J.
8	RADSKE, ANNA M.
9	REGULA, RANDALL J.

Attachment: 04-18-17 (5747 : Operator License Applications.)