



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, December 9, 2014

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 **Finance/Personnel Committee** of the City of De Pere will be held on **December 9, 2014** 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 at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

Call to order.

1. Roll call.
2. Approval of the minutes of the November 11, 2014 regular meeting of the Finance/Personnel Committee.
3. Approval of Police Overtime for November 2014
4. Fire Department Overtime and EMS Billing Report for the Month of November.
5. Consider Facade Improvement Grant for 365 Main Av. Applicant: Saks Holdings. *
6. Consider Facade Improvement Grant for 123 S Broadway. Applicant: Saks Holdings.*
7. Consider Proposals for Snow Removal on West Business Park Spur Line. *
8. Consideration of donation from Culver's.*
9. Consideration of DATCP grant award in the amount of \$3,100 to assist with prescription drug disposal program*
10. Request from Police Department to Apply for Grant to Receive Forensic Software and Computer *
11. Consider Proposal for Phase I Environmental Study and Soils Assessment for 102 N Broadway. *
12. Consider System Support Agreement and License Agreement with Titan Public Safety Solutions, L.L.C.*
13. Consideration of Contract Extension with Master Plumber Allen Farvour
14. Consider 2015 Pay Recommendations for Part-Time & Seasonal Employees and Consideration of Changing Practice for Parks and Public Works Hiring Residents over Non-Residents *
15. Approval of Planner II job description and Administrative Time (i.e. compensatory time)
16. Consider Re-write of Chapter 106 De Pere Municipal Code Regarding Licenses and Permits.*
17. Public comment and announcements.
18. Future agenda items.

19. Adjournment.

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Andrew Krans, Saks Holdings LLC

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: City Attorney

FROM: Jeni Dupont

SUBJECT: Approval of the minutes of the November 11, 2014 regular meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- November 11, 2014 DRAFT Minutes (DOC)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, November 11, 2014
7:30 PM
De Pere City Hall Council Chambers

Call to order.

Mayor Michael Walsh Meeting called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on November 11, 2014 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Scott Crevier	Aldersperson	Present	
Michael Donovan	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Lisa Rafferty	Aldersperson	Excused	
Michael J. Walsh	Mayor	Present	

Also present: City Attorney Judith Schmidt-Lehman, Police Chief Derek Beiderwieden, Interim Fire Chief Jeff Roemer, Finance Director Joe Zegers, Human Resources Director Shannon Metzler and members of the public.

- Approval of the minutes of the October 14, 2014 regular meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

- Approval of Police Overtime for October 2014

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Larry Lueck, Aldersperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

- Fire Department Overtime and EMS Billing Report for the Month of October.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

- Consideration of Police Overtime Donation Request from Celebrate Committee, Inc. *

Discussion followed motion. Chief Beiderwieden explained the overtime estimate of \$12,000 noted in the memo is a little low, so the donation will most likely be between \$6,000-\$7,000.

Attachment: November 11, 2014 DRAFT Minutes (2913 : Approval of minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Larry Lueck, Alderperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

6. Consideration of Wastewater Rate Study proposal.*

Finance Director Zegers provided an overview of the proposal and responded to committee member questions. Discussion followed. Upon discussion, Alderperson Crevier moved, seconded by Alderperson Donovan to accept the proposal from Schenck SC. Upon vote, motion was approved unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

7. Consideration of Recommended Fine Changes for 2015*

Discussion followed motion regarding reasoning behind the rates and why some of the rates were lower for 2015.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

8. Approval of Updated Relocation Policy Language. *

Human Resources Director Metzler provided an overview of the recommended policy changes and responded to committee member questions. Discussion followed. Upon discussion, Alderperson Crevier moved, seconded by Mayor Walsh to have relocation funds available only to supervisory positions and approve other changes as presented. Upon vote, motion was approved unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

9. Consider request to approve EMS Medical Director Agreement modification.*

Interim Chief Roemer provided an overview of the changes and responded to committee member questions. Discussion followed. Upon discussion, Mayor Walsh moved, seconded by Alderperson Donovan to approve the agreement modifications. Upon vote, motion was approved unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Michael Donovan, Alderperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

10. Public comment and announcements.

None.

11. Future agenda items.

None

12. Adjournment.

Upon motion by Mayor Walsh, seconded by Alderperson Crevier the Finance/Personnel Committee unanimously adjourned at 8:02 p.m.

Respectfully submitted,
Jennifer Dupont

Attachment: November 11, 2014 DRAFT Minutes (2913 : Approval of minutes)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of Police Overtime for November 2014

The November 2014 report is attached along with previous two years for comparison.

November's Miscellaneous OT of 17.75 total hours is comprised of 6.25 hours Patrol 1.5 fraction allotments and 11.5 hours for ERU Training. The November's Reimbursed Miscellaneous OT of 66.75 total hours is comprised of DTF Investigation Hours. OT for Staffing category remains higher due to employee vacations and light duty assignments creating shift staffing openings. Training OT category is high due to mandatory training for all sworn staff October 30, 31.

ATTACHMENTS:

- 2012 PD OT Summary (PDF)
- 2013 PD OT Report Summary (PDF)
- November PD OT 2014 (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2012**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	111.00	69.00	49.50	59.25	89.25	36.00	87.00	57.75	70.50	46.50	81.00	55.50	812.25
OFFICER WORKED ON HOLIDAY	169.75	10.00	12.00	32.50	4.00	81.00	63.75	26.50	121.00	12.00	58.00		590.50
OFFICER FOR COURT	15.00	18.00	6.00	20.25	7.50	14.00	9.00	15.00	25.50	6.00	10.50	9.50	156.25
OFFICER TRAINING	31.00	13.00	40.25	120.50	50.00	50.00	8.00	107.00	13.75	70.25	73.75	29.00	606.50
OFFICER RELIEF FOR FUNERAL							13.50						13.50
OFFICER ATTEND MEETING		8.25						15.00				1.25	24.50
STAFFING LEVEL	133.50	79.50	23.25	53.25	136.75	162.00	189.00	243.00	192.75	183.75	252.00	73.50	1722.25
INVESTIGATION	142.25	68.75	38.25	56.50	77.50	36.75	61.50	135.00	90.00	61.00	42.75	60.75	871.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	31.50	43.00	56.25	27.00	31.25	25.50		33.00	48.75	78.00	28.50	27.00	429.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25		10.50	11.25	301.00	49.75	7.50	9.00	33.50	69.00	11.75	514.50
MISCELLANEOUS	5.75	16.50	4.00	11.50	9.50	4.25	7.50	7.00	7.00	4.50	11.25	20.75	109.50
MISCELLANEOUS REIMBURSED	72.75	95.50	63.25	127.50	77.25	143.75	93.00	110.25	113.25	58.50	60.00	108.25	1123.25
Gross OFFICER OVERTIME	712.50	432.75	292.75	518.75	494.25	854.25	582.00	757.00	691.50	554.00	686.75	397.25	6973.75
SUBTOTAL REIMBURSED OVERTIME	(104.25)	(149.75)	(119.50)	(165.00)	(119.75)	(470.25)	(142.75)	(150.75)	(171.00)	(170.00)	(157.50)	(147.00)	(2067.50)
NET OFFICER OVERTIME	608.25	283.00	173.25	353.75	374.50	384.00	439.25	606.25	520.50	384.00	529.25	250.25	4906.25
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$130,000.00
Expenditures through 01/03/2013 \$137,720.00
Percent of Total Budget: 105.94%

NOTES:

* Period 12/24/2011 - 2/3/2012
 **Period 2/4/2012 - 3/2/2012
 ***Period 3/3/2012 - 3/30/2012

+Period 3/31/2012 - 4/27/2012
 ++Period 4/28/2012 - 5/25/2012
 ^Period 5/26/2012 - 6/22/2012

#Period 6/23/2012 - 8/3/2012
 ##Period 8/04/2012 - 8/31/2012
 ^^Period 9/1/2012 - 9/28/2012

^^Period 9/29/2012 - 10/26/2012
 *+Period 10/27/2012 - 11/23/2012
 *+*Period 11/24/2012 - 12/21/2012

S:MONTHLY/Overtime by reason.xlsx

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2013**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*++	TOTAL
OFFICER SICK RELIEF	102.00	75.00	69.75	106.50	178.00	26.25	90.00	25.50	77.25	53.25	22.50	65.25	891.25
OFFICER WORKED ON HOLIDAY	178.00	12.00	34.25	13.50	10.50	65.00	65.00	4.00	118.50	12.00	4.00	244.00	760.75
OFFICER FOR COURT	15.00	15.00	21.00	3.00	15.00	12.00	28.50	10.50	45.50	18.00	12.00	18.00	213.50
OFFICER TRAINING	10.00	62.50	36.00	75.75	221.00	63.25	111.50	3.00	77.50	175.25	156.75	14.75	1007.25
OFFICER RELIEF FOR FUNERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			27.75		27.75
OFFICER ATTEND MEETING	1.50	6.25	0.00	0.00	0.00	7.50	16.50	3.00	15.00	22.50	15.00	14.00	101.25
STAFFING LEVEL	166.50	57.75	157.50	118.50	210.00	186.00	400.75	375.25	215.75	136.50	106.50	195.75	2326.75
INVESTIGATION	50.25	54.00	51.75	27.75	123.50	59.75	87.00	51.75	105.25	41.75	54.25	58.00	765.00
HONOR GUARD FOR FUNERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SCHOOL LIAISON REIMBURSED	26.25	74.25	40.50	22.50	47.00	25.50	0.00	18.75	58.50	48.00	18.00	33.00	412.25
COMMUNITY RELATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SPECIAL ASSIGNMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SPECIAL ASSIGNMENT REIMBURSED	0.00	15.25	0.00	10.50	9.00	299.75	6.00	20.25	15.75	11.50		69.50	457.50
MISCELLANEOUS	41.25	23.00	87.00	21.75	16.00	29.25	31.75	39.75	30.75	25.50	25.25	36.75	408.00
MISCELLANEOUS REIMBURSED	156.00	98.25	113.25	117.25	183.75	168.00	68.25	67.50	55.50	94.50	72.75	105.75	1300.75
Gross OFFICER OVERTIME	746.75	493.25	611.00	517.00	1013.75	942.25	905.25	619.25	815.25	638.75	514.75	854.75	8672.00
SUBTOTAL REIMBURSED OVERTIME	(182.25)	(187.75)	(153.75)	(150.25)	(239.75)	(493.25)	(74.25)	(106.50)	(129.75)	(154.00)	(90.75)	(208.25)	(2170.50)
NET OFFICER OVERTIME	564.50	305.50	457.25	366.75	774.00	449.00	831.00	512.75	685.50	484.75	424.00	646.50	6501.50
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$130,000.00
Expenditures through 09/27/2013 \$167,529.00
Percent of Total Budget: 128.87%

NOTES:

* Period 12/22/2012 - 02/01/2013
**Period 2/2/2013 - 3/1/2013
***Period 3/2/2013 - 3/29/2013

+Period 3/30/2013 - 4/26/2013
++Period 4/27/2013 - 5/24/2013
^Period 5/25/2013 - 6/21/2013

#Period 6/22/2013 - 8/2/2013
##Period 8/3/2013 - 8/30/2013
^^Period 8/31/2013 - 9/27/2013

^^^Period 9/28/2013 - 10/25/2013
*+Period 10/26/2013 - 11/22/2013
**+Period 11/23/2013 - 1/3/2014

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2014**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC**	TOTAL
OFFICER SICK RELIEF	35.25	82.50	83.25	53.25	62.25	52.50	63.75	54.75	62.25	159.00	39.75		748.50
OFFICER WORKED ON HOLIDAY	4.00	4.00	8.00	41.25	18.50	54.25	60.50	16.00	116.00	22.00	8.00		352.50
OFFICER FOR COURT	36.00	12.00	15.00	9.00	18.50	21.00	27.00	18.75	3.00	9.00	14.25		183.50
OFFICER TRAINING		13.00	32.25	90.50	19.75	59.75	42.25	12.50	59.00	64.75	141.50		535.25
OFFICER RELIEF FOR FUNERAL							29.25		16.50		30.00		75.75
OFFICER ATTEND MEETING	40.50		6.00	9.75	11.25			17.25		2.25	38.75		125.75
STAFFING LEVEL	27.75	16.50	35.50	51.75	142.00	221.25	341.50	199.50	208.50	211.50	255.50		1711.25
INVESTIGATION	34.75	22.25	8.25	37.50	64.75	18.75	85.25	56.00	53.25	22.75	34.25		437.75
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	24.00	49.50	21.75	34.50	24.75	32.25		18.75	48.00	79.50	22.50		355.50
COMMUNITY RELATIONS									3.00	8.25			11.25
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		15.00			34.00	255.25	6.75		36.75	9.00			356.75
MISCELLANEOUS	14.00	25.25	28.50	5.50	26.50	62.75	25.75	17.25	26.25	34.50	17.75		284.00
MISCELLANEOUS REIMBURSED	107.25	102.00	119.25	107.00	93.00	141.75	203.25	96.00	110.25	97.50	66.75		1244.00
Gross OFFICER OVERTIME	323.50	342.00	357.75	440.00	515.25	919.50	885.25	506.75	742.75	720.00	669.00	0.00	6421.75
SUBTOTAL REIMBURSED OVERTIME	(131.25)	(166.50)	(141.00)	(141.50)	(151.75)	(429.25)	(210.00)	(114.75)	(195.00)	(186.00)	(89.25)	0.00	(1956.25)
NET OFFICER OVERTIME	192.25	175.50	216.75	298.50	363.50	490.25	675.25	392.00	547.75	534.00	579.75	0.00	4465.50
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$133,357.00

Expenditures through 11/23/2014 \$103,518.56

Percent of Total Budget: 77.63%

NOTES:

* Period 1/4/2014 - 1/31/2014

+Period 3/29/2014 - 4/25/2014

#Period 6/21/2014 - 08/01/2014

^^Period 9/27/2014 - 10/24/2014

Period 2/1/2014 - 2/28/2014

++Period 4/26/2014 - 5/23/2014

##Period 8/2/2014 - 8/29/2014

*+Period 10/25/2014 - 11/21/2014

Period 03/01/2014 - 03/28/2014

^Period 5/24/2014 - 6/20/2014

^^Period 8/30/2014 - 9/26/2014

*+*Period

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Fire Department

FROM: Diane Yashinsky

SUBJECT: Fire Department Overtime and EMS Billing Report for the Month of November.

ATTACHMENTS:

- November OT (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2013

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STBYS/DUTY CREW	54	55.25	27	33	24.25	36	51	90	139.5	153	105.75	144.5	913.2
EMS TRAINING	292.25	81	93	69.75	9	9.75	10.25	8.75	131.75	79.5	67.5	64.5	917
FIRE TRAINING	20.5	42.25	78	20.25	30	4.5	9	0	22	7.5	26.5	19	279.5
RESCUE CALLS	7.5	7	5	9.5	38.5	14.75	4.75	19.5	3.5	23	6.25	14	153.2
FIRE CALLS	2.25	3.75	9.75	1	41.25	12.5	7.75	0.75	0	0.75	0	3.25	83
OFFICER MTGS.	9	9	9	21	18	8.25	18	24	18	5.5	12	4.5	156.2
STAFFING REP.	0	40.5	57	566.75	117	317	86.25	47.25	83.75	147.75	108	36	1607.2
MAINTENANCE	0	0	0	0	10.5	0	8.5	0	0	169.5	51.75	2.5	242.75
PUB. ED.	0	0	0	0	0	0	0	1.25	0	73.75	6	0	81
SPECIAL EVENTS	0	0	0	0	0	25	0	27	0	0	0	0	52
# FIRE RUNS	28	31	18	13	42	32	26	28	27	30	25	40	340
# of EMS RUNS	146	153	160	132	139	143	123	170	142	147	152	152	1759
TOTAL HRS.	385.5	238.75	278.75	721.25	288.5	402.75	195.5	191.5	398.5	660.25	383.75	288.25	4485.2

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2014

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	73.5	147	98.75	48	112.5	85.25	59.75	39	83	56.25	143		946
EMS TRAINING	70.5	83	81	53.5	35.5	3	12	18.5	12	168.25	76.5		613.75
FIRE TRAINING	11	5.5	6	48.75	0	8	2.25	0	0	35.25	46		162.75
RESCUE CALLS	15.5	17	3.5	8.5	15.5	0	11.25	1	5.25	16	22.5		116
FIRE CALLS	0	0	0	0	0	0	5.25	0	0	39.75	19		64
OFFICER MTGS.	15	16.5	18	26.25	21	11.25	15	20.25	18.5	21.25	27.25		210.25
STAFFING REP.	0	41.25	3	0	6.75	51	288	45.75	17	40.5	219.75		713
MAINTENANCE	0	3.5	0	0	31	23	0	24	29.5	0	0		111
PUB. ED.	0	0	5.25	0	0	3	0	0	18.75	12.75	71.75		111.5
SPECIAL EVENTS	0	20	0	21	36	119.5	0	21	7.5	0	0		225
# FIRE RUNS	30	31	22	25	30	25	27	27	27	41	27		312
# of EMS RUNS	147	145	136	139	160	174	142	161	154	164	144		1666
DISPATCH ERRORS	6	1	3	3	9	1	4	1	5	0	1		34
TOTAL HRS.	185.5	333.75	215.5	206	258.25	304	393.5	169.5	191.5	390	625.75	0	3273.25

Special Events included in Overtime - None

Total Overtime Budget \$97,012 Expenditures through November 21 \$61,426 63.3%

Attachment: November OT (2897 : November OT.)

Incident Type Report (Summary)
From 01/01/14 To 11/30/14
Report Printed On: 12/02/2014

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	5	0.25%	\$200.00	\$3,000.00	\$3,200.00	0.66%
Building fire (111)	17	0.85%	\$358,500.00	\$77,500.00	\$436,000.00	90.05%
Fires in structure other than in a building (112)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Cooking fire, confined to container (113)	8	0.40%	\$1,100.00	\$1,000.00	\$2,100.00	0.43%
Fuel burner/boiler malfunction, fire confined (116)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Mobile property (vehicle) fire, other (130)	1	0.05%	\$800.00	\$0.00	\$800.00	0.17%
Passenger vehicle fire (131)	4	0.20%	\$4,500.00	\$300.00	\$4,800.00	0.99%
Off-road vehicle or heavy equipment fire (138)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Brush or brush-and-grass mixture fire (142)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Outside rubbish fire, other (150)	1	0.05%	\$5,000.00	\$500.00	\$5,500.00	1.14%
Outside rubbish, trash or waste fire (151)	2	0.10%	\$10.00	\$0.00	\$10.00	0.00%
Garbage dump or sanitary landfill fire (152)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Dumpster or other outside trash receptacle fire (154)	2	0.10%	\$1,500.00	\$0.00	\$1,500.00	0.31%
Outside equipment fire (162)	1	0.05%	\$100.00	\$100.00	\$200.00	0.04%
	46	2.30%	\$371,710.00	\$82,400.00	\$454,110.00	93.79%
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Overpressure rupture, explosion, overheat other (200)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Overpressure rupture from air or gas, other (220)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Excessive heat, scorch burns with no ignition (251)	4	0.20%	\$0.00	\$0.00	\$0.00	0.00%
	6	0.30%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	76	3.81%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Emergency medical service, other (320)	37	1.86%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	1393	69.86%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	45	2.26%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle/pedestrian accident (MV Ped) (323)	5	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	12	0.60%	\$30,000.00	\$0.00	\$30,000.00	6.20%
Search for person on land (341)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Extrication of victim(s) from vehicle (352)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Removal of victim(s) from stalled elevator (353)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
High-angle rescue (356)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Swimming/recreational water areas rescue (361)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Ice rescue (362)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Rescue or EMS standby (381)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
	1578	79.14%	\$30,000.00	\$0.00	\$30,000.00	6.20%
4 Hazardous Condition (No Fire)						
Combustible/flammable gas/liquid condition, other (410)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	4	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	6	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Oil or other combustible liquid spill (413)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Toxic condition, other (420)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Chemical hazard (no spill or leak) (421)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	21	1.05%	\$50.00	\$0.00	\$50.00	0.01%
Electrical wiring/equipment problem, other (440)	5	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Overheated motor (442)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	11	0.55%	\$0.00	\$0.00	\$0.00	0.00%
Arcing, shorted electrical equipment (445)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Vehicle accident, general cleanup (463)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
	58	2.90%	\$50.00	\$0.00	\$50.00	0.01%
5 Service Call						
Service Call, other (500)	8	0.40%	\$0.00	\$0.00	\$0.00	0.00%
Person in distress, other (510)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	10	0.50%	\$0.00	\$0.00	\$0.00	0.00%
Water problem, other (520)	6	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	4	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	6	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Animal rescue (542)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Public service assistance, other (550)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Assist police or other governmental agency (551)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Public service (553)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	70	3.51%	\$0.00	\$0.00	\$0.00	0.00%
	112	5.61%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						

Attachment: November OT (2897 : November OT.)

Good intent call, other (600)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	43	2.16%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	29	1.45%	\$0.00	\$0.00	\$0.00	0.00%
No incident found on arrival at dispatch address (622)	5	0.25%	\$0.00	\$0.00	\$0.00	0.00%
Steam, other gas mistaken for smoke, other (650)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call	85	4.26%	\$0.00	\$0.00	\$0.00	0.00%
False alarm or false call, other (700)	19	0.95%	\$0.00	\$0.00	\$0.00	0.00%
Malicious, mischievous false call, other (710)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Local alarm system, malicious false alarm (715)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Extinguishing system activation due to malfunction (732)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	4	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Heat detector activation due to malfunction (734)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	12	0.60%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	20	1.00%	\$0.00	\$0.00	\$0.00	0.00%
Unintentional transmission of alarm, other (740)	7	0.35%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	9	0.45%	\$0.00	\$0.00	\$0.00	0.00%
Detector activation, no fire - unintentional (744)	4	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	16	0.80%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type	102	5.10%	\$0.00	\$0.00	\$0.00	0.00%
Special type of incident, other (900)	6	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Citizen complaint (911)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
	7	0.35%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count: 1994			Total Est. Loss: \$484,160.00			

Attachment: November OT (2897 : November OT.)

DE PERE FIRE RESCUE
MUTUAL AID REPORT
NOVEMBER, 2014

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
1934	ASHWAUBENON	EMS
1997	GREEN BAY	FIRE

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
1850	GREEN BAY	EMS
1885	ASHWAUBENON	EMS
1924	ASHWABENON	FIRE
	BELLEVUE	
	COUNTY RESCUE	
	GREEN BAY	
	LAWRENCE	
	LEDGEVIEW	
1940	ASHWAUBENON	EMS
1951	ASHWAUBENON	EMS

Attachment: November OT (2897 : November OT.)

NOVEMBER, 2014

*OVERTIME CAUSED BY SICK LEAVE

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
11-Oct	24	36
27-Oct	24	36
29-Oct	24	36.75
20-Nov	24	36
21-Nov	49	75
TOTALS	145	219.75

*Overtime generated when staffing levels fall below minimum as a result of sick leave.

Attachment: November OT (2897 : November OT.)

DE PERE AMBULANCE VS. EMS BILLING

	DE PERE	EMS	DE PERE	EMS	DE PERE	EMS BILLING	DE PERE	EMS
	SEPT. '12	SEPT. '13	OCT. '12	OCT. '13	NOV. '12	NOV. '13	DEC. '12	DEC. '13
CHARGES	101,994	92,267	103,599	91,014	84,739	70,395	104,816	102,557
PAYMENTS	36,054	0	40,424	19,889	80,362	47,269	58,582	75,414
ADJUSTMENTS	15,987	26,098	23,906	29,586	46,990	24,018	30,474	31,739
WRITE OFFS	5,461	0	3,279	160	1,797	5	3,476	33
	JAN. '13	JAN. '14	FEB. '13	FEB. '14	MAR. '13	MAR. '14	APR. '13	APR. '14
CHARGES	94,084	88,627	106,987	75,043	117,304	100,284	89,582	87,748
PAYMENTS	63,285	77,461	57,432	50,484	84,596	44,840	88,305	53,295
ADJUSTMENTS	30,496	31,499	26,136	23,106	45,632	32,787	50,304	29,914
WRITE OFFS	8,441	373	2,568	0	3,278	11	616	9
	MAY '13	MAY '14	JUNE '13	JUNE '14	JULY '13	JULY '14	AUG. '13	AUG. '14
CHARGES	92,696	108,198	81,726	54,770	0	143,280	0	86,331
PAYMENTS	47,440	52,628	52,844	53,816	37,237	42,347	55,541	55,228
ADJUSTMENTS	19,605	35,437	30,071	16,149	24,703	34,597	20,565	34,546
WRITE OFFS	5,983	4	2,371	280	6,130	0	4,473	0
	SEPT. '13	SEPT. '14	OCT. '13	OCT. '14	NOV. '13	NOV. '14	DEC. '13	DEC. '14
CHARGES	0	94,738	0	135,983	0		0	
PAYMENTS	20,786	42,864	6,602	81,766	2,496		1,367	
ADJUSTMENTS	5,666	38,836	1,771	46,894	541		225	
WRITE OFFS	4,431	860	3,506	84	1,939		1,200	

Payments to EMS	
Jan. 2014	5,422
Feb. 2014	3,534
March 2014	3,139
April 2014	3,731
May 2014	3,684
June 2014	3,767
Jul-14	2,964
Aug. 2014	4,036
Sept. 2014	3090
Oct. 2014	5867
Nov. 2014	
Dec. 2014	
Total Paid	\$39,233

	DP Collections 2013	EMS Collections 2014
Jan.	63,285	77,461
Feb.	57,432	50,484
Mar.	84,596	44,840
April	88,305	53,295
May	47,440	52,628
June	52,844	53,816
July	37,237	42,347
Aug.	55,541	55,228
Sept.	20,786	42,864
Oct.	6,602	81,766
Nov.	2,496	
Dec.	1,367	
TOTAL	\$517,931	\$554,728

	DP Charges 2013	EMS Charges 2014
Jan.	94,084	88,627
Feb.	106,987	75,043
Mar.	101,015	100,284
Apr.	89,582	87,748
May	92,696	108,198
June	81,726	54,770
July	***	143,280
Aug.	***	86331
Sept.	***	94738
Oct.	***	135983
Nov.	***	
Dec.	***	
TOTAL	\$566,089	\$975,003

***Effective July 1, 2013 De Pere no longer did their own billing for EMS services.

Attachment: November OT (2897 : November OT.)



9401 W. Brown Deer Road Ste. 101 • Milwaukee, WI 53224 • (414) 365-9900 • (866) 950-4400 • info@emsmedicalbilling.com

November 17, 2014

Mr. Jeff Roemer, Fire Chief
City of DePere Fire Department
400 Lewis Street
DePere, WI. 54115

Dear Chief Roemer:

Per your request, we have completed a comparative review the EMS billing performance of EMS Medical Billing Associates (EMBA) and the City's previous billing staff.

When comparing the EMS billing performance of two entities, a common sense approach would be to compare annual revenues side by side. However, because EMBA's initial revenues for the City were generated in October, 2013, and full production of monthly revenues weren't realized until January, 2014, EMBA does not have twelve full months of data with full revenue production to compare with the City's. Therefore, we must compare a smaller time frame.

The mutually agreed-upon time frame for the comparative review was similar six-month periods in 2012 and 2013. EMBA's review period included dates of service from 7/1/13 – 12/31/13. The City's review period included dates of service from 7/1/12 – 12/31/12. Revenues collected by each service were only for those dates of service, and were collected through 11/11/14. It should be noted this review is not conclusive for either service; both the City and EMBA continue to collect revenue for these incidents as not all accounts are fully collected.

Analysis of Review Period:

	Incidents	Gross Charges	Mandatory Adjustments	Net Charges	Payments	Refunds	Net Payments	Gross Coll Rate	Net Coll Rate
City of DePere	698	\$587,151.00	\$191,998.03	\$395,152.97	\$360,594.47	\$2,329.59	\$358,264.88	61.02%	90.66%
EMBA	660	\$544,777.31	\$184,238.78	\$360,538.53	\$305,581.68	\$0.00	\$305,581.68	56.09%	84.76%

While the City collected \$52,683.20 more in net payments than EMBA, a key contributor was the City billed 38 more incidents than did EMBA during the review period. That withstanding, we will review other elements of the incidents billed which will detail the differences in outcome.

While the City experienced a higher gross collection rate and net collection rate for the review, the makeup of the incidents, such as payer mix (insurance companies billed), significantly contributed to the overall results. The table below shows the insurance coverage of the incidents involved in the review periods, the percentage of each payer billed compared to all incidents billed, and the average revenue per call collected by payer and overall. The average revenue per call collected is a key component of our review.

<i>Payer Type</i>	<u>City</u>		<u>EMBA</u>		<u>City</u>	
	Jul – Dec. 2012	% of Total	Jul – Dec. 2013	% of Total	Avg Per Call (2012)	Avg Per Call (2013)
<i>Bill Patient</i>	56	7.91%	65	9.85%	\$198.51	\$139.57
<i>Insurance</i>	218	30.79%	167	25.30%	\$793.38	\$776.02
<i>Medicaid</i>	40	5.65%	53	8.03%	\$216.19	\$217.62
<i>Medicare</i>	394	55.65%	374	56.67%	\$426.07	\$415.20
<i>Facility Pay</i>	0	0	1	0.15%	\$0	\$95.00
<i>Total</i>	698		660		\$516.25	\$464.95

Commercial Insurance:

When billing insurance for EMS services, providers are paid more for services when billing commercial insurance than when billing Medicare, Medicaid, or patients without insurance. When collecting over \$790.00 per incident from commercial insurance, which the City did in 2012, any decrease in the amount of incidents billed to commercial insurance can have a negative effect on overall revenues. EMBA billed 5.49% less incidents to commercial insurance than did the City during the review periods. Thus, EMBA had less opportunities to bill commercial insurance and generate maximum revenues than did the City.

To the City's credit, the City did collect more per incident on average with commercial insurance than did EMBA. However, because the difference is relatively small, changes in the type and amount of supplies billed, drugs administered, deductible and co-pay amounts, level of service, etc., which can all differ from incident to incident, can and likely did have an effect on outcomes. Therefore, we believe both the City and EMBA performed exceptionally well in this area.

Self-Pay Patients:

On the opposite end of the payment spectrum are patients with no insurance coverage. Providers typically collect the least of amount of revenue from patients without insurance. EMBA billed a higher percentage of incidents to patients without insurance than did the City. This decreased EMBA's opportunities to bill insurance and obtain maximum reimbursement.

To the City's credit, the City did collect more per incident on average with self-pay accounts than did EMBA. We feel there are explainable reasons for this:

- The City received 77 payments by credit card during the review period totaling \$17,929.44. EMBA's credit card merchant agreement was executed in December 2013, and EMBA only received two payments by credit card in 2013 totaling \$1,434.26. Having this payment method available to EMBA during the entire review period would likely have increased the amounts collected from patient accounts.
- EMBA did not have the benefit of using a collection agency during the review period, however the City did. The City's collection agency, Finance Systems, collected \$1,496.49 on delinquent self-pay accounts. If EMBA had a collection agency in place and was able to match the amount collected by the City, our average per call amount for self-pay patients would have increased by \$22.67 to \$162.24. The City Attorney is currently reviewing a collection agency contract, but EMBA remains unable to forward delinquent accounts to collections.

- If EMBA's collection agency was able improve on the performance of the City's current collection agency by fully collecting on just two extra incidents, or by \$2,400.00, EMBA's average per call amount for self-pay patients would match the City's.

Medicaid Patients

Medicaid pays less than commercial insurance or Medicare on EMS claims, and only slightly higher than patients without insurance. EMBA's percentage of incidents billed to Medicaid in the review period was 2.38% higher than the City's. EMBA billed 8.03% of total runs in the review period to Medicaid, while the City billed 5.65% of total incidents. This provided more opportunities for the City to bill higher paying insurance, and thus maximize reimbursement.

Medicare Patients

Both the City and EMBA billed the vast majority of incidents to the Medicare program. While EMS agencies may use multiple supplies in the course of treating patients, Medicare will only consider the base rate charge and loaded mileage charge for payment.

The City's average per call amount for Medicare patients was \$426.07 during the review period. EMBA's average per call amount for Medicare patients was \$415.20. If EMBA collected 100% of Medicare's net charges in the review period, or every dollar legally available to be collected for those incidents billed by EMBA, EMBA's average per call for Medicare would only increase to \$420.45, which is still \$5.62 less per call than the City. Differences in the level of service billed and loaded mileage billed likely contributed to the City's higher average per call amount. While determining exact differences in level of service and loaded mileage is feasible, an incident-by-incident review would be required, which is beyond the scope of this review. EMBA believes both the City and EMBA performed well with this payer.

Summary:

After a thorough examination of the review periods for the City and EMBA, it is our opinion that both services performed exceptionally well, and that no substantive billing issues were discovered. To the council's concern, the raw data suggests the City experienced a higher net collection rate than EMBA, and collected more revenue per call on average than EMBA during the review periods. Our conclusion as explained notes differences in insurances billed (payer mix), collections capabilities, service level billed, loaded miles billed, etc., contributed to the efforts of both the City and EMBA, and thus a decrease in EMBA's billing performance when compared to the City is not conclusive.

If I can provide any additional information, please do not hesitate to contact me.

Sincerely,



Eric P. Kiefer
Marketing Director

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Redevelopment Authority

FROM: Ken Pabich

SUBJECT: Consider Facade Improvement Grant for 365 Main Av. Applicant: Saks Holdings. *

Approved by the Redevelopment Authority at its December 1, 2014 meeting.

ATTACHMENTS:

- RDA_Staff_Dec_2014_365 Main (PDF)
- 365 Main Rec (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

Item #3: Review Facade Grant receipts for 365 Main Av. Applicant: Saks Holdings.

The façade grant for 365 Main Av was approved by the RDA in May 2014 for the south elevation. The façade grant was approved up to the maximum \$10,000. The owner has completed the back of the building and has submitted receipts.

The owner provided copies of the receipts and staff met with the owner to review all of the items. After making some adjustments the following invoices qualify for the façade program:

365 Main	
C&C	\$1,875.00
Creative Sign	\$395.63
Blindauer	\$4,920.00
Big 10	\$3,439.72
Lakeland Door	\$2,973.00
Menards	\$1,168.63
CEC	\$165.64
Total Invoices	\$14,937.62
 4-1 Match:	 \$3,734.41

The project qualifies for a grant of \$3,734.41.

Recommendation:

Staff would like to thank the owner for their investment into the downtown. Staff would recommend approval of the receipts and that the request be forwarded to the Finance Committee and Common Council for approval.

City of DePere
335 South Broadway
DePere, WI. 54115
Fax: 920/339-4049
Web: <http://www.de-pere.org>

Saks Holdings, LLC
Manager: Andrew Krans
941 Lawton Place
Depere, WI. 54115
920-371-5032
Atkrans@gmail.com

Atten: City of DePere Redevelopment Authority / Mr. Ken Pabich
Location:
365 Main Ave. (Rear Parking Lot Facing)

Approved: Facade Grant Application for 365 Main Ave dated: May 28, 2014

Total Costs: \$14,752.05
Cost of work completed: \$14,752.05

Awaiting final invoices from: C&C Electrical for electrical work for exterior lighting & Egress exterior lighting. Total \$1,875.00

2015: Restore and clean up Main Ave. and South facing side of building. Landscaping to be started and completed in 2015 for space in front of entrances ways in rear of building. Working with Lance Abts, Landscape Artisans, to create green space that also works with proposed Nicolet Square approved design drawings. Also looking forward to working with the City of DePere regarding property lines and future agreements / transfer of property/ working agreement for area in parking lot.

Attached: All receipts regarding work for facade work.

Notes: Thank you City of DePere, Redevelopment Authority and the Department of City Building Inspections for all the assistance in bringing this property back to a useful, contributing and purposeful property back to our city.

Please feel free to contact me directly with any questions or concerns regarding this property or others that Saks Holdings and the City of DePere could work together with in the future to enhance our community.

Sincerely,



Andy Krans
Saks Holdings, LLC
920-371-5032

Sheet1

City of DePere

Saks Holdings, LLC

941 Lawton Place, DePere, WI. 54115

Atten: Andy Krans

920-371-5032

123S Broadway DePere, WI. 54115

Work Performed:

	Total	Paid
Miller Masonry Refacing of 123. S Broadway (Wisconsin Ave. Side)	\$22,362.00	YES
Tri City Glass and Door , Doors and Windows	\$7,295.00	YES
Menards Exterior LED Lighting (6 @ \$42.19 each)	\$253.19	YES
C&C Electric Exterior Work Performed	\$2,250.00	NO
Blindauer Roofing, Roof cap and Brick work (Wisconsin Ave. Side)	\$2,629.52	YES
Godfrey Kahn S.D. Attorneys at Law, Legal Work for Easment	\$2,739.00	YES
Ace Sewer and Drain (Video Storm Sewer to see if it could be used)	\$243.00	YES
Benchmark Plumbing (New Internal and Exterior Storm drain location)	\$1,913.76	YES
Front Side of 123 Temporary for Build Out of New facing. 2015		
Menards, Wookworkers Depot, DePere TrueValue	Total \$95.70	YES

Total	\$39,781.17
25% Grant	\$9,945.29

365 Main Ave DePere, WI. 54115

Work Performed:

	Total	Paid
Lakeland Door New and Install 3 Doors South Facing	\$2,973.00	YES
Big Ten Painting South and West Side of Building (East 2015)	\$3,439.72	YES
C&C Electric Exterior Work Performed	\$1,875.00	NO
Creative Sign Company (Removal of Awning from 365 Main for 123)	\$300.00	NO
Menards Lumber for Pergola (No Labor)		
Menards for Dumpster Inclosure (No Labor)	Total \$1,226.08	YES
Blindauer Roofing, Roof cap and Brick work	\$4,920.00	YES
Brown County Transfer Clean up and Removal of Old materials	\$18.25	YES

Total	\$14,752.05
25% Grant	\$3,688.01

Blindauer Sheet Metal & Roofing Inc1227 S Broadway
Green Bay, WI 54304

Phone # 920-437-1332

mblindauer@msn.com

Fax # 920-437-0071

Invoice

Date	Invoice #
8/16/2013	2134

Bill To	Project Location
ANDY KRANS 941 LAWTON PLACE DE PERE, WI 54115	365 MAIN AVENUE DE PERE, WI. 54115

P.O. No.	Terms	Phone #
	Due on receipt	336-9021

Quantity	Description	Rate	Amount
1	Work as agreed on Roof Area B: Remove the clay tile cap and haul away. Remove the existing roofs as much as possible and haul away. Install two new skylights at the existing Velux skylights. You would be responsible for any work needed on the inside. I do not have anything figured for the old glass skylight. Install a Versico 60 mil EPDM totally adhered rubber roof. All flashings per manufacturer's specifications. Install a colored metal edge at perimeters.	12,831.00	12,831.00
1	Install an R-24 insulation on Roof Area B	1,524.00	1,524.00
2	EXTRA: Replace bad boards on Roof Area B:		
3/4"	PLYWOOD SHEETS	31.65	63.30
3	HOURS LABOR - Commercial	75.00	225.00
1	Work as agreed on Roof Area A: Remove the existing roofs as much as possible and haul away. Install a Versico 60 mil EPDM totally adhered rubber roof. All flashings per manufacturer's specifications. Install a colored metal edge at perimeters.	16,608.00	16,608.00
1	Install an R-24 insulation on Roof Area A	2,337.00	2,337.00
	EXTRA: Install drain on Roof Area A:		
1	4" ROOF DRAINS PVC	97.75	97.75
1	FERNCO COUPLING 4"	8.43	8.43
1	PVC ANGLE 4" 45	5.71	5.71
3	PVC PIPE 4"	1.87	5.61
3	HOURS LABOR - Commercial	75.00	225.00
	EXTRA: Replace bad boards on Roof Area A		
0.5	3/4" PLYWOOD SHEETS	31.65	15.83
1	HOUR LABOR - Commercial	75.00	75.00
	NOTE: Remove the clay tile cap and install wood blocking and new colored edges. The cost for this portion was \$4,920.00		
Thank you for your business.		Total	\$34,021.63

BIG 10 PAINTING, INC.

1545 Riverside Drive
Suamico, WI. 54173
kurt@big10painting.com

SAKS HOLDINGS, LLC
941 Lawton Place
De Pere, WI. 54115
Attention: Andy Krans

Date: October 20, 2014

INVOICE
#593-14

Purchase Order:
365 Main Street
De Pere, WI.

DESCRIPTION	AMOUNT
Payment Request for Work Completed 1) Pressure wash existing painted brick, removing loose material. 2) Apply two (2) coats paint. 3) Detail windows 2nd color. 4) Paint three (3) doors. Labor and Material: \$3,439.72 Paid: 10/17/2014 <u>-\$3,439.72</u> Balance: 0	

*PAID in FULL
10-23-14
ASSOCIATED BACK
CONFIRMATION
HKRWA-DUTUS
AM on
10-23-14*

Phone: (920) 621-5175
E-mail: kurt@big10painting.com
www.BIG10PAINTING.com

Total Amount Due: 0

THANK YOU FOR YOUR WORK ORDER

ANGLAND DOOR

ollow Metal Doors and Frames • Architectural Hardware & Wood Doors
Bathroom Partitions • Washroom Accessories • Free Estimates
(920)863-3832

REMIT TO: 5799 Skaleski Rd
Denmark, WI 54208

SOLD TO:

SAKS HOLDINGS LLC
941 Lawton Place
De pere WI 54115

INVOICE NO. H - 003671

ORDER DATE	INVOICE DATE	PAYMENT DU
	12/18/13	1/18/14
CUSTOMER ORDER #	SALES PERSON	
Per Andy Krons		
JOB NAME		

SHIP TO:

TERMS: Interest @ 1 1/2% per month will be charged for invoices
not paid within "30 days" from date of invoice.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	per Quote 10-23-13 material, TAX, Labor		2,520.00
	ADD		
1	full Length Hinge		
3	Latch guards		
2	Level Locks		
1	Half lite		
	material		430.00
	tax		23.65
	PAID 1-3-14 Approved \$2,973.00		
	ANGLAND DOORS - \$2,973.00		
	PAINTING BIG 10 - \$500.00 Est.		
	MKE ELIM -		
	CLEANING 516W Awning - \$300.00 -		
	LAND SCAPING -		
		SUBTOTAL	2,973.00
		STATE TAX	
		COUNTY TAX	
		STADIUM TAX	
		TOTAL	2,973.00

Thank You.

STORE # 3281 DPER
313 Lawrence Drive
De Pere, WI 54115

PHONE: (920) 336-0023
FAX: (920) 336-8149

**CASHIER - PRESS RECALL TRANS
AND SCAN BARCODE ==>**

DPER 31275



CASHIER:

**PLEASE STAPLE
RECEIPT HERE.**

PAGE 1 OF 1

SOLD BY: MARY H.
DATE: 10/02/14

GUEST NAME - ADDRESS - PHONE

Saks Holdings LLC
941 Lawton Pl
De Pere, WI 54115-2624

Ph: (920) 371-5032
JOB DESC:

QUANTITY	DESCRIPTION	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
34 EACH	2X2-8' AC2 GREEN TREATED ABOVE GROUND	111-0740	3.37	114.58
10 EACH	2X6-16' AC2 GREEN TREATED ABOVE GROUND	111-1066	9.49*	94.90
4 EACH	4X4-10' AC2 GREEN TREATED GROUND CONTACT	111-2227	11.49*	45.96

Jerry Depere

**TO AVOID PRODUCT NOT BEING AVAILABLE ON A LATER DATE
PLEASE PICK UP ALL MERCHANDISE TODAY. THANK YOU.**

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pick up all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

Guest Instructions:

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Guard. (The Gate Guard will record the items you are taking with you.)
5. Sign the Gate Guard's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL: 255.44

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

READ THE TERMS AND CONDITIONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

THIS IS NOT A RECEIPT

GATE GUARD - SCAN HERE ==>



RE # 3281 DPER
Lawrence Drive
ere, WI 54115

PHONE: (920) 336-0023
FAX: (920) 336-8149

**CASHIER - PRESS RECALL TRANS
AND SCAN BARCODE ==>**

DPER 30048



Attachment: 365 Main Rec (2903 : Consider Facade Improvement Grant for 365 Main)

CASHIER:

PLEASE STAPLE

RECEIPT HERE.

PAGE 1 OF 1

SOLD BY: SCOTT S.
DATE: 09/23/14

GUEST NAME - ADDRESS - PHONE

Saks Holdings LLC
941 Lawton Pl
De Pere, WI 54115-2624

Ph: (920) 371-5032
JOB DESC:

QUANTITY	DESCRIPTION	SKU NUMBER	UNIT PRICE	EXTENDED PRICE
18 EACH	1X6-10' AC2 GREEN TREATED ABOVE GROUND	111-0326	6.35*	114.30
18 EACH	1X6-16' AC2 GREEN TREATED ABOVE GROUND	111-0355	10.29*	185.22
1 EACH	2X6-10' AC2 GREEN TREATED ABOVE GROUND	111-1037	6.56*	6.56
9 EACH	2X6-16' AC2 GREEN TREATED ABOVE GROUND	111-1066	9.49*	85.41
22 EACH	2X8-16' AC2 GREEN TREATED ABOVE GROUND	111-1367	14.88*	327.36
6 EACH	4X4-10' AC2 GREEN TREATED GROUND CONTACT	111-2227	11.49*	68.94

\$1,100.61

NAILS, SCREWS,
CUMPS, BRACKETS, -> \$125.47
TAP COILS,

\$1226.08

NET NET
AGOR CHARGES, REMOVS
Ple 46 Receipts: 6 Dealal. 10-1-14

**TO AVOID PRODUCT NOT BEING AVAILABLE ON A LATER DATE
PLEASE PICK UP ALL MERCHANDISE TODAY. THANK YOU.**

This is a quote valid today. Upon payment this quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities available for immediate pick-up. Product is not held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all purchases made on this picking list immediately. Failure to pick up products on this picking list today will result in additional charge to you if, on the day of pick up, the retail price of the products are higher than on the day purchased. Menards liability to you is limited to refunding your original purchase price for any product not picked up.

Guest Instructions:

1. Take this picking list to a cashier to pay for the merchandise.
2. Enter the outside yard to pick up your merchandise. (All vehicles are subject to inspection.)
3. Load your merchandise. (Menards Team Members will gladly help you load your materials but cannot be held liable for damage to your vehicle.)
4. When exiting the yard, present this list to the Gate Guard. (The Gate Guard will record the items you are taking with you.)
5. Sign the Gate Guard's signature pad verifying you've received the merchandise.

PRE-TAX TOTAL: 787.79

Our insurance does not allow us to tie down or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your load is secure and if the twine supplied is strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

READ THE TERMS AND CONDITIONS CAREFULLY. All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree that if any merchandise purchased by you is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment. You agree that there shall be no other remedy available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall be selling the product "AS IS." Oral statements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing or using it. **UNDER NO CIRCUMSTANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.** **MENARDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MERCHANDISE.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its applicable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The guest agrees to these terms and conditions through purchase of merchandise contained on this document.

THIS IS NOT A RECEIPT

GATE GUARD - SCAN HERE ==>



creative Signs

company inc

505 Lawrence Drive DePere, WI 54115

www.greenbaysigns.com

Phone: (920) 336-8900 Fax: (920) 336-8003

Sold To Saks Holdings
941 Lawton Pl
De Pere WI 54115

Invoice #

16829

Date

11/3/2014

*PAID 11-6-14
HM570-4579K*

Ship To

Job# 20415

P.O. #

Sales Rep

Terms

Due Date

ASc

Net 30

12/3/2014

Quantity	Description	Price Each		Amount
1	Remove the old Jersey's Awnings	375.00		375.00

Sub-Total

\$375.

Sales Tax (5.5%)

\$20.

TOTAL

\$395.

We Specialize in Customized:

- Electric Signs--Lighted Awnings
- Illuminated Letters-Electric Message Centers
- Sign Service Maintenance
- Truck & Trailer Graphics
- Pickup, Vans, Boats and Miscellaneous Signs

Payments/Credits

\$0.00

Balance Due

Packet Pg. 30

\$395.00

Attachment: 365 Main Rec (2903 : Consider Facade Improvement Grant for 365 Main)

5.b



Please Remit to:

PO Box 11354
Green Bay, WI 54307-1354

Phone: 920-434-9082
Fax: 920-434-9446

X

5.b

Invoice #:	BILL166799
PO #	
Invoice Date:	10/30/2014
Customer Number:	68554
Payment Terms:	NET 30
Page:	1

Saks Holdings - Jersey Building
941 Lawton Place
De Pere, WI 54115

Proj Number: C57675 Time and Materials Service

Jersey Store - Service to Security System - Keypad keeps beeping and interrupting Yoga studio next door
8-6-14 - Shut down panel due to remodeling in the facility. Customer to call when remodeling is finished for us to power system back up and test it.
Customer Contact: Andy Krans

Labor

Date	Description	Quantity	Rate	Amount
8/6/2014	AVE-Tech Serv Labor (T&M, NTE) Bowers, Nick	1.00	\$ 132.00	\$ 132.00
Total Labor:		1.00		\$ 132.00

Miscellaneous Expenses

Date	Description	Quantity	Rate	Amount
	Trip Charge	1.00	\$ 25.00	\$ 25.00
Total Miscellaneous Expenses:		1.00		\$ 25.00

If you have questions regarding your invoice
please contact the Billing Dept at 1-800-795-2630

Subtotal:	\$ 157
Freight:	\$ 0.00
Misc. Charges:	\$ 0.00
Tax:	
Total:	\$ 165.64

Packet Pg. 31

Attachment: 365 Main Rec (2903 : Consider Facade Improvement Grant for 365 Main)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Redevelopment Authority

FROM: Ken Pabich

SUBJECT: Consider Facade Improvement Grant for 123 S Broadway.
Applicant: Saks Holdings.*

Approved by the Redevelopment Authority at its December 1, 2014 meeting.

ATTACHMENTS:

- 123 S Broadway Rec (PDF)
- RDA_Staff_Dec_2014_123 S Broadway (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

City of DePere
335 South Broadway
DePere, WI. 54115
Fax: 920/339-4049
Web: <http://www.de-pere.org>

Saks Holdings, LLC
Manager: Andrew Krans
941 Lawton Place
Depere, WI. 54115
920-371-5032
Atkrans@gmail.com

Atten: City of DePere Redevelopment Authority / Mr. Ken Pabich
Location:
123 S. Broadway (Wisconsin Ave Facing)

Approved: Facade Grant Application for 123 S Broadway dated: May 28, 2014

Total Costs: \$39,781.17
Cost of work completed: \$39,781.17

Awaiting final invoices from: C&C Electrical for electrical work for exterior lighting & Egress exterior lighting. Total \$2,250.00

2015: Restore and remodel 123 S Broadway (Broadway facing side.) Based on drawings provided from Madison and needs of future tenant in space. 2014 Temporarily cleaned up front of 123 S. Broadway to protect structure and visual nightmare.

Attached: All receipts regarding work for facade work.

Notes: Thank you City of DePere, Redevelopment Authority and the Department of City Building Inspections for all the assistance in bringing this property back to a useful, contributing and purposeful property back to our city.

Please feel free to contact me directly with any questions or concerns regarding this property or others that Saks Holdings and the City of DePere could work together with in the future to enhance our community.

Sincerely,



Andy Krans
Saks Holdings, LLC
920-371-5032

Sheet1

City of DePere

Saks Holdings, LLC
 941 Lawton Place, DePere, WI. 54115
 Atten: Andy Krans
 920-371-5032

123S Broadway DePere, WI. 54115

Work Performed:	Total	Paid
Miller Masonry Refacing of 123. S Broadway (Wisconsin Ave. Side)	\$22,362.00	YES
Tri City Glass and Door , Doors and Windows	\$7,295.00	YES
Menards Exterior LED Lighting (6 @ \$42.19 each)	\$253.19	YES
C&C Electric Exterior Work Performed	\$2,250.00	NO
Blindauer Roofing, Roof cap and Brick work (Wisconsin Ave. Side)	\$2,629.52	YES
Godfrey Kahn S.D. Attorneys at Law, Legal Work for Easment	\$2,739.00	YES
Ace Sewer and Drain (Video Storm Sewer to see if it could be used)	\$243.00	YES
Benchmark Plumbing (New Internal and Exterior Storm drain location)	\$1,913.76	YES
Front Side of 123 Temporary for Build Out of New facing. 2015		
Menards, Wookworkers Depot, DePere TrueValue	Total \$95.70	YES

Total	\$39,781.17
25% Grant	\$9,945.29

365 Main Ave DePere, WI. 54115

Work Performed:	Total	Paid
Lakeland Door New and Install 3 Doors South Facing	\$2,973.00	YES
Big Ten Painting South and West Side of Building (East 2015)	\$3,439.72	YES
C&C Electric Exterior Work Performed	\$1,875.00	NO
Creative Sign Company (Removal of Awning from 365 Main for 123)	\$300.00	NO
Menards Lumber for Pergola (No Labor)		
Menards for Dumpster Inclosure (No Labor)	Total \$1,226.08	YES
Blindauer Roofing, Roof cap and Brick work	\$4,920.00	YES
Brown County Transfer Clean up and Removal of Old materials	\$18.25	YES

Total	\$14,752.05
25% Grant	\$3,688.01



PO BOX 6
LITTLE CHUTE, WI 54140

PHONE # (920) 788-5201
FAX # (920) 788-5202
E-MAIL INFO@MILLERMASONRYINC.COM
WEBSITE WWW.MILLERMASONRYINC.COM

INVOICE

DATE	INVOICE #
8/4/2014	94906

BILL TO

ANDY & SOFIA KRANS
941 LAWTON PLACE
DEPERE, WI 54115

JOB LOCATION

123 S BROADWAY ST
DE PERE

PAID
08/22/2014

JOB #		P.O. NO.	TERMS	REP
050-034-14 - BRICK WORK			Net 15	RAM
DESCRIPTION		ORIGINAL AMT	PREV INVOICED	TOTAL THIS INVOICE
THIS INVOICE COVERS WORK PERFORMED AT 123 S. BROADWAY ST., DE PERE FROM OUR REVISED BID #14-096REV TO START OUR CONTRACT WORK:				
1. EAST ELEVATION AT 20' LONG X 15' HIGH (LESS OPENINGS)				
A. 4" X 4" X 1/4" ANGLE IRON BOLTED TO FROST WALL TO SUPPORT BRICK - 15'		210.00		210.00
B. LAY (1) COURSE 4" BLOCK SO WALK CAN GET POURED - 12 BLOCK		96.00		96.00
C. SPLIT FACE LIMESTONE BASE AT 4" X 18" X 17' - 3 ROWS		955.00		955.00
D. BRICK WORK WITH GREY MORTAR - 183 SQ. FT.		3,294.00		3,294.00
E. BRICK SILLS BELOW WINDOWS - 12'		180.00		180.00
F. ANGLE IRON OVER DOOR AND WINDOWS - 20'		200.00		200.00
G. BASE FLASHING AND WEEPS - 17'		60.00		60.00
H. FLASHING AND WEEPS AT ANGLE IRON LINTELS - 20'		70.00		70.00
I. PROJECT BRICK OUT AT TOP OF WALL - FOUR COURSES		1,500.00		1,500.00
J. SOLDIER COURSE OVER WINDOWS AND DOORS - 20'		200.00		200.00
K. RENOVATE (1) DOOR INTO A WINDOW AND REMOVE BLOCK ABOVE (2) EXISTING WINDOWS TO STEEL BEAM		950.00		950.00
L. INFILL A 4' X 4' OPENING WITH BLOCK		270.00		270.00
M. CONTROL JOINTS AND CAULK BETWEEN NEIGHBOR AND YOUR BRICK - 15'		75.00		75.00
N. WASH BRICK WORK		235.00		235.00
2. NORTH ELEVATION AT 28' LONG X 15' HIGH (NO PITCH) AND AREA ABOVE ELECTRICAL AT 10' LONG X 4'-8" HIGH				
A. 4" X 4" X 1/4" ANGLE IRON FOR BRICK LEDGE FASTENED TO EXISTING BLOCK WALL - 38'		532.00		532.00
B. BASE FLASHING AND WEEPS - 38'		133.00		133.00
C. 4" X 18" X 28' OF STONE BASE - THREE ROWS/TWO ROWS		990.00		990.00
D. BRICK SILLS BELOW WINDOW - 8'		120.00		120.00
E. ANGLE IRON LINTEL OVER WINDOWS AND DOOR - 14'		140.00		140.00
F. FLASHING AND WEEPS AT LINTELS - 14'		49.00		49.00
CONTINUED ON THE NEXT PAGE				
THANK YOU,		TOTAL BILLED THIS INVOICE		

RANDY A. MILLER
PRESIDENT



PO BOX 6
LITTLE CHUTE, WI 54140

PHONE # (920) 788-5201
FAX # (920) 788-5202
E-MAIL INFO@MILLERMASONRYINC.COM
WEBSITE WWW.MILLERMASONRYINC.COM

INVOICE

DATE	INVOICE #
8/4/2014	94906

BILL TO

ANDY & SOFIA KRANS
941 LAWTON PLACE
DEPERE, WI 54115

JOB LOCATION

123 S BROADWAY ST
DE PERE

PAID
08/22/2014

		P.O. NO.	TERMS	REP
JOB #	050-034-14 - BRICK WORK		Net 15	RAM
DESCRIPTION		ORIGINAL AMT	PREV INVOICED	TOTAL THIS INVOICE
G. SOLDIER COURSE OVER DOOR AND WINDOWS - 14'		140.00		140.00
H. CREATE ONE NEW DOOR OPENING, SUPPLY LINTEL. RE-DO JAMBS OR GROUT AND PLUMB JAMBS		1,100.00		1,100.00
I. CREATE (2) NEW WINDOW OPENINGS AT 4' X 5'-8"		1,200.00		1,200.00
J. BRICK WORK - 366 SQ. FT.		6,588.00		6,588.00
K. LAY (25) CONCRETE BLOCK ON PARAPET WALL TO LEVEL OUT SIDE WALL		250.00		250.00
L. CUT BLOCK TO PITCH (LEVEL OUT BACK UP WALL) - 27'		108.00		108.00
M. PROJECT BRICK OUT (4) COURSES TO MATCH EAST WALL (THIS WAS NOT ON ANY PLANS)		1,500.00		1,500.00
N. WASH BRICK WORK		457.00		457.00
3. THE BRICK FROM SHOCKERS WERE INVOICED TO US AT \$693.00 PER 1,000 VS. THE \$500.00 PER 1,000 ALLOWANCE WE HAD IN THE BID. PLEASE ADD FOR THE DIFFERENCE OF 4,000 BRICK AT \$.19		760.00		760.00
\$26,780.00 ORIGINAL CONTRACT AMOUNT				
- 0.00 LESS PREVIOUS BILLINGS				
- 4,418.00 LESS WORK TO COMPLETE (ITEM #4)				
\$22,362.00 TOTAL DUE THIS INVOICE				
NOTE: ITEM #4 - BROADWAY ST. ELEVATION IS LEFT TO COMPLETE.				
THANK YOU,		TOTAL BILLED THIS INVOICE		
		\$22,362.00		

RANDY A. MILLER
PRESIDENT



2801 N. Hoerner Rd.
Appleton, WI 54911
920.734.9164
800.449.8081
920.734.1096
1811 E. Mason St.
Green Bay, WI 54302
920.468.7820
800.242.8177
920.468.5337

Proposal

Replying to subject inquiry, we are pleased to quote as follows; and unless otherwise agreed in writing, the conditions constitute a part of the quotation.

To: Andy Krans
Phone: 920.371.5032
Email: atkrans@gmail.com

Job: Store front - Revised 14824
Location: De Pere, WI
Quote #: 14885

****This Proposal Valid for 30 Days from June 6, 2014****

****Terms: Net 30 days, 1% interest on unpaid balances****

Aluminum Windows

(5) Exterior fixed windows (48 ½" x 66" F.S.) (1) lites wide x (1) lites high

All of the above (5) windows are to be consisting of the following:

- 2" x 4 ½" Thermally broken tube framing
- Thermally broken sill flashing
- Dark bronze anodized finish
- 1"OA Bronze Low E insulated annealed glass

Aluminum Entrances

(1) Interior fixed windows (40" x 86" F.S.) single door

(2) Exterior fixed windows (40" x 98" F.S.) single door w/ transom

All of the above (3) entrances are to be consisting of the following:

- 2" x 4 ½" Non-thermally broken door framing
- Narrow stile doors w/ 10" bottom rails (36" x 84" D.O.)
- Dark bronze anodized finish
- (1)pr. ea. Ball bearing butt hinges
- (1)ea. MS 1850 Deadbolt lock w/ cylinder & thumb turn
- (1)ea. DH 416 Closer w/ drop plate
- (1)ea. 1"dia. Round push / pull
- (1)ea. Bottom rail weather strip
- (1)ea. 4" x ½" Threshold
- 1"OA Bronze Low E insulated tempered glass at exterior
- ¼" Clear tempered glass t interior

Total Furnished & Installed

(Price Includes Tax) **\$7,295.00**

Estimator: Tim Hughes

Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions in addition or different from this proposal are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Seller to commence work for project.

As required by the Wisconsin Construction Lien Law, builder hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the above signed builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Date of Acceptance: 7-8-2014

Signature: [Signature]

6.a

Packet Pg. 38



DATE	INVOICE NUMBER	TERMS
8/28/2014	JC8080	NET 30

Remit To: 100 W Northland Ave, Appleton, WI 54911

100 W Northland Ave 2801 N Roemer Rd 1811 E Mason St
Appleton, WI 54911 Appleton, WI 54911 Green Bay, WI 54302
920.731.8178 920.734.9164 920.468.7820

Bill To:
SAK'S HOLDINGS LLC

Job Address:
123 S BROADWAY

123 S BROADWAY

DE PERE, WI 54115

DE PERE, WI 54115

PAID \$4,000.00
CHK # 2050
7-8-14
Down on
signature of
Quote
176

Customer Number	Customer Order Number	Job Number
-----------------	-----------------------	------------

360 0414038 RB

Description

INAL BILLING
URNISH AND INSTALL
LUMINUM WINDOWS AND ENTRANCES

Paid in full 9-29-14
Ch # 2093
L. Zepher
Tri City Glass & Door

I HEREBY ACKNOWLEDGE SATISFACTORY
COMPLETION OF THE ABOVE WORK

Received By _____

Print Name _____

ALL CLAIMS AND RETURNED GOODS MUST BE
ACCOMPANIED BY THIS BILL.

Billing Amount:	3,295.00
Retention Withheld:	0.00
Retention Due:	0.00
Subtotal:	\$3,295.00
Misc:	0.00
Tax:	0.00

Pay This Amount \$3,295.00

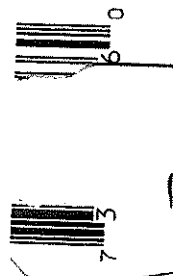
Lien Notice: as required by the Wisconsin construction lien law, builder hereby notifies owner that persons or companies furnishing labor or materials or the construction on owner's land may have lien rights on that land and on the buildings on that land if they are not paid for such labor or materials. Those entitled to lien rights, in addition to the undersigned builder, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notice from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Builder agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Terms & Conditions: accounts delinquent over 30 days will be charged 1% late service charge (12% annual. Not responsible for items left in our possession more than 30 days. 15% restocking charge on in-stock materials. No returns on special order purchases or custom fabricated items.

GODFREY & KAHN S.C.780 NORTH WATER STREET
MILWAUKEE, WISCONSIN 53202-3590

TEL: 414.273.3500 FAX: 414.273.5198

GKLAW.COM

SAKS Holding, LLC
Mr. Andrew Krans, Manager
941 Lawton Pl
De Pere, WI 54115

Cassette

F/66

Numero de patentes | Brevet
Patent # 5,311,788
www.hillman.com
The Hillman Group
Cincinnati, OH 45201

September 18, 2014

Invoice No. 619563
Matter No. 012426-0001

Billing Attorney:
Timothy McCoy

Re: Easement (De Pere)

For Legal Services Rendered Through August 31, 2014

Date	Timekeeper	Description	Hours
05-08-2014	Timothy McCoy	(Krans) Review of materials, maps.	0.30
05-09-2014	David W Platt	Draft Access Easement Agreement; attention to correspondence regarding same; conference with Mr. McCoy regarding same.	2.20
05-09-2014	Timothy McCoy	Email from/to Mr. Krans regarding Broadway building easement.	0.30
05-13-2014	Timothy McCoy	Draft and transmit easement update (Broadway Avenue buildings; side door, parking lot).	1.50
05-16-2014	Timothy McCoy	Telephone conference with Mr. Krans regarding easement.	1.00
06-03-2014	David W Platt	Draft Air Conditioner Easement Agreement.	1.50
06-04-2014	David W Platt	Continue to draft Air Conditioner Easement Agreement; teleconference with Mr. Krans regarding same.	1.10

September 18, 2014

Page 3

Matter Number: 012426-0001
 Invoice No. 619563

Time and Fee Summary

	Hours	Rate	Amount
Timekeeper			
David W Platt	4.80	280.00	1,344.00
Timothy McCoy	3.10	450.00	1,395.00
TIMEKEEPER TOTALS	7.90		\$2,739.00

We adjust our hourly billing rates effective January 1 of each year. Accordingly, billing rate changes are reflected on this statement for work performed in 2014. Information regarding the hourly rates applicable to our attorneys and other personnel working on your matters is available on request from our billing department.

Invoice

Blindauer Sheet Metal & Roofing Inc

1227 S Broadway
Green Bay, WI 54304

Phone # 920-437-1332

mblindauer@msn.com

Fax # 920-437-0071

Date	Invoice #
7/30/2014	2786

Bill To	Project Location
SOFIA & ANDY KRANS 941 LAWTON PLACE DE PERE, WI 54115	123 S. BROADWAY DE PERE, WI. 54115

P.O. No.	Terms	Phone #
	Due on receipt	336-9021

Quantity	Description	Rate	Amount
	INSTALL PLYWOOD, RUBBER AND CAP ON NEW WALL		
180	45 MIL EPDM RUBBER	0.70	126.00
1	TAPE PRIMER PT	4.07	4.07
3	M-1 SEALANT -BLACK	7.78	23.34
63	SEALING STRIP 9" VERSICO.	4.60	289.80
63	SEALING STRIP 6" VERSICO	2.86	180.18
60	TERMINATION BAR	0.73	43.80
60	2-7/8" SCREWS	0.11	6.60
40	2-1/2" TEK SCREWS	0.35	14.00
60	1-5/8" SCREWS	0.09	5.40
3	3/4" PLYWOOD SHEETS	28.98	86.94
3	BONDING CEMENT	27.73	83.19
10	FLASHING 6" VERSICO	2.86	28.60
60	PAINTED IRON	1.46	87.60
11.5	HOURS LABOR - Commercial - 2 men: Foreman and helper	140.00	1,610.00
0.5	HOUR LABOR - SHOP	80.00	40.00
Thank you for your business.		Total	\$2,629.52

Benchmark Plumbing and Mechanical Contractors LLC

Invoice

Benchmark Plumbing and Mechanical Contractor

3511 Schroeder Dr.
Manitowoc, WI 54220

(920)374-9854
vande_castle@yahoo.com

Date	Invoice No.
06/29/2014	1654
Terms	Due Date
Net 30	07/29/2014

PAID
6-3-14

Bill To
SAKS Holding LLC 941 Lawton Place Depere, WI 54115

Amount Due	Enclosed
\$1,913.76	

Please detach top portion and return with your payment.

Activity	Quantity	Rate	Amount
• Cast Iron Zurn Roof Drain	1	120.87	120.87
• 3/8" Sammy Screws	12	1.29	15.48
• 3/8" Nuts	36	0.05	1.80
• 3/8" Threaded Rod	18	0.64	11.52
• 4 Hole L-Bracket	4	3.25	13.00
• 1" Fender Washers	8	0.28	2.24
• 1" Zip Screws	10	0.10	1.00
• 4" Fernco	1	7.79	7.79
• 4" Galv. Loop Hangers	12	2.58	30.96
• 4" SCH 40 PVC Pipe (per ft)	70	2.39	167.30
• 4" SCH 40 PVC L.S. 90'	3	9.98	29.94
• 4" SCH 40 PVC 22'	1	8.93	8.93
• 4" SCH 40 PVC 90'	1	9.05	9.05
• 4" SCH 40 PVC Coupling	1	4.24	4.24
• 2" SCH 40 PVC Pipe	10	1.18	11.80
• 2" SCH 40 PVC Coupling	2	1.15	2.30
• 2" SCH 40 PVC Tee	1	2.43	2.43
• 2" x 1 1/2" SCH 40 PVC Bushing	1	1.43	1.43
• 1 1/2" SCH 40 PVC 45'	1	1.45	1.45
• 4" x 5' Class B Pipe	1	30.06	30.06
• 4" Class B 90'	1	24.18	24.18
• 4" Aluminium Hood Vent	1	5.99	5.99
• Permit & Affidavit Paper Work (Jersey)	1	30.00	30.00
• Permit Fee (Jersey)	1	30.00	30.00
• Testing & Installing Air Admittance Valves (Jersey)	1	60.00	60.00

Continue to the next page

\$1,5

Thank you for your business, we greatly appreciate it!

ACE**DRAIN & SEWER
OF GREEN BAY**
"A DIVISION OF BENO PLUMBING"
MT#232702**900 Lime Kiln Road
P.O. Box 8025
Green Bay, WI 54308-8025
920-494-2022****INVOICE**Invoice Date: 5/27/2014
Invoice No.: 6739
Purchase Order:
Terms: Net 15**DUE DATE: 6/11/2014****To:**Andy Kranz
941 Lawton Place
De Pere, WI 54115**Job Location:**

Broadway De Pere

DESCRIPTION	QUANTITY/UNIT	PRICE	AMOUNT
Lift toilet, auger and televise the main looking for possible construction damage.			
Traced the cause of the backup to defective toilet.			
Televise drain line	1	170.00	170.00
Additional Small Drain Clean	1	45.00	45.00
Pull and Reset	1	25.00	25.00
Wax Ring	1	3.00	3.00

PAST DUE ACCOUNTS:All Past Due Accounts are subject to a
SERVICE CHARGE of 1.5% per month on the
unpaid balance.

We accept Visa & MC

Amount Billed \$243.00
Total Tax 0.00**INVOICE TOTAL \$243.00**

6.a

Packet Pg. 45

Use Your  2%
BIG CARD REBATE
MENARDS

MENARDS - DE PERE
1313 Lawrence Drive
De Pere, WI 54115

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher. If the
return is done after 01/13/15

If you have questions regarding the
charges on your receipt, please
email us at:
DPERfrontend@menards.com



Sale Transaction

BELFORT LED DARKSKY OUTD
3564054

39.99

TOTAL 39.99

BROWN Co-WI TAX 5.50% 2.20

TOTAL SALE 42.19

MASTERCARD 6506 42.19

712350

Swiped

TOTAL NUMBER OF ITEMS = 1

6 TOTAL
\$253.19

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, JULIE

6271 06 7994 10/15/14 10:46AM 3281

Attachment: 123 S Broadway Rec (2904 : Consider Facade Improvement Grant for 123 S Broadway)

7-3	1	1.990	1.99
8-6",S			
17-6",SPECFNT	1	1.990	1.99
17-Y	1	1.990	1.99
ETER,Y,6",CAPITAL			
37-S	2	1.990	3.98
ETER,S,6",CAPITAL			
37-A	2	1.990	3.98
ETER,A,6",CAPITAL			
87-2	1	1.990	1.99
MBER,2,6",SPECFNT			
87-0	2	1.990	3.98
ETER/NUMBER,0,6",CAPITAL			
87-D	1	1.990	1.99
ETER,D,6",CAPITAL			
87-D	1	1.990	1.99
ETER,D,6",CAPITAL			
187-E	3	1.990	5.97
ETER,E,6",CAPITAL			
187-R	2	1.990	3.98
ETER,R,6",SPECFNT			
187-C	1	1.990	1.99
ETER,C,6",CAPITAL			
187-B	1	1.990	1.99
ETER,B,6",CAPITAL			
187-W	1	1.990	1.99
ETER,W,6",CAPITAL			
187-P	1	1.990	1.99
ETER,P,6",CAPITAL			
1187-I	1	1.990	1.99
ETER,I,6",CAPITAL			

Subtotal: 46.76
Sales Tax: 2.57
Receipt Total: 49.33

MASTERCARD 49.33

"START RIGHT. START HERE."
De Pere TRUE VALUE Hardware
1045 NORTH BROADWAY
DE PERE, WI. 54115
(920) 336-4822

Retain receipt for
refund or exchange

FOR MONEY SAVING COUPONS, VISIT OUR
WEB SITE www.truevalue.com/depere
10/27/14 9:19AM JV 551 SALE

27 1 EA 5.79 EA
HILLMAN FASTENERS 5.79
SUB-TOTAL: 5.79 TAX: .32
TOTAL: 6.11
BC AMT: \$6.11

BK CARD#: XXXXXXXXXXXX6506
ID: 062204961999123492
AUTH: 691302 AMT: 6.11
Host reference #:105676 Bat#4206
Retain receipt for
refund or exchange

FOR MONEY SAVING COUPONS, VISIT OUR
WEB SITE www.truevalue.com/depere
10/26/14 11:38AM HD 551 SALE

697894 1 PK 3.29 PK
MP-BASIC 9" 3/4" COVER 3.29
217158 1 EA 3.29 EA
9" 4-Wire Roller Frame 3.29
SUB-TOTAL: 6.58 TAX: .36
TOTAL: 6.94
BC AMT: \$6.94

BK CARD#: XXXXXXXXXXXX8973
ID: 062204961999123492
AUTH: 07864B AMT: 6.94
Host reference #:105573 Bat#4205
SWIPED
CARD TYPE:VISA EXPR: XXXX

SIGNATURE: _____
I agree to pay above amount according to card is
suer
agreement(merchant agreement if credit voucher).



==>> JRNL#B05573 <<==
CUST # *5

THANK YOU!
RECEIPT REQUIRED ON ALL RETURNS!

THANK YOU ANDREW KRANS
FOR YOUR PATRONAGE

Item #4: Review Facade Grant receipts for 123 S. Broadway. Applicant: Saks Holdings.

The façade grant for 123 S. Broadway was approved by the RDA in May 2014 for the east elevation. The façade grant was approved up to the maximum \$10,000. The owner has completed the back of the building and has submitted receipts. As a side note even with the expenses made to date, the owner is also planning to improve the front façade.

The owner provided copies of the receipts and staff met with the owner to review all of the items. After making some adjustments the following invoices qualify for the façade program:

123 S Broadway

C&C	\$2,250.00
Miller Masonry	\$22,362.00
TriCity	\$10,590.00
Labor	\$2,739.00
Blindauer	\$2,629.52
Benchmark	\$1,913.76
Ace	\$243.00
TrueValue	\$62.38
Menards	\$42.19
	<u>\$42,831.85</u>
4-1 Match:	\$10,707.96
Max is:	\$10,000

The project hits the maximum grant amount of \$10,000.

Recommendation:

Staff would like to thank the owner for their investment into the downtown. Staff would recommend approval of the receipts and that the request be forwarded to the Finance Committee and Common Council for approval.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Karen Heyrman

SUBJECT: Consider Proposals for Snow Removal on West Business Park Spur Line. *

The City requested proposals for snow maintenance of the West Business Park Spur Line in 2015 and 2016. The total cost is estimated for work in 2015 and 2016 as follows:

2015/16 Cost	< 3" Snow Event	= > 3" Snow Event
RailWorks Track Systems	\$1,275	\$1,575
Holubar Construction Company	\$1,475	\$1,775

Based on historic snow events, we are estimating the total maintenance for 2015 will be \$28,000. In the 2015, staff will be working with the rail businesses to develop a long term maintenance program. The staff recommendation is to accept the quote from RailWorks Track Systems for spur line snow maintenance. Funds for this work would come from TID 6.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014
DEPARTMENT: Fire Department
FROM: Diane Yashinsky
SUBJECT: Consideration of donation from Culver's.*

I am requesting approval of a donation of \$680 from Culver's Butter Burgers and Frozen Custard to be deposited into the Fire Department donation account.

ATTACHMENTS:

- culver_0001 (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck



Culver's of Mason Street

1219 W. Mason Street | Green Bay, WI 54303 | 920-497-9527



Culver's of Ashwaubenon

809 Hansen Road | Green Bay, WI 54304 | 920-405-0735

De Pere Fire Department
400 Lewis St.
De Pere, WI 54115

11/14/14

Hello Firefighters,

Here are the checks from the 10% day we had in October. Sorry this took so long to get to you. We were very happy with the turnout at all locations.

What we did was take the total from all four locations in the Brown County Area and divided it into 3 for each location, De Pere, Green Bay-Metro, and Ashwaubenon Fire & Safety.

We would like to continue this in the future and look forward to continue to support our local fire departments!

Sincerely,

Samantha Soik

General Manager- West Mason Street & Hansen Rd
715-252-7311

Attachment: culver_0001 (2873 : Donation from Culver's)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Consideration of DATCP grant award in the amount of \$3,100 to assist with prescription drug disposal program*

The WI Department of Ag, Trade and Consumer Protection (DATCP) Clean Sweep Grant Program assists communities in improving and sustaining public health by reducing risk of exposure to unwanted prescription drugs in homes (among other initiatives). The program provides financial assistance to Wisconsin counties, regional planning commissions, cities, villages, and other municipalities to collect unwanted prescription drugs such as controlled substances, analgesics, anti-inflammatory drugs, antibiotics, gastrointestinal drugs, and antihistamines. The police department will be managing the drug drop box according to federal regulations. The money that has been awarded would be made available to cover the cost of medication disposal once collected by the police department. The contract from DATCP is in process at this time.

ATTACHMENTS:

- 2015 Grant Funding Decisions (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck



State of Wisconsin
Governor Scott Walker

Department of Agriculture, Trade and Consumer Protection
Ben Brancel, Secretary

2015 Clean Sweep Funding Decisions
November 21, 2014

DATCP received the following applications for 2015 Clean Sweep grant funds:

Grant Type	Applications Received	Dollars Requested
Continuous Ag	15	\$319,900
Temporary Ag	10	\$69,665
Continuous HHW	23	\$693,380
Temporary HHW	12	\$224,167
Continuous Drug	20	\$219,188
Temporary Drug	5	\$28,500
Total Requests	85	\$1,554,800

In many cases, one application requested funds for both Ag and HHW grants. Therefore the actual number of applications received is 62. We have \$750,000 to allocate.

2015 Clean Sweep Grant Funds – Agricultural (Ag) and Household Hazardous Waste (HHW)

“---” means no grant requested

<i>Temporary Ag and HHW (Collections on 3 days or fewer in calendar year)</i>		
Applicant	Ag Grant Amount	HHW Grant Amount
Bayside Village	---	\$5,715
Burlington City	---	\$10,865
Clark County	\$5,200	\$4,415
Fitchburg (with Dane County)	---	\$3,000
Forest County	\$3,150	\$3,100
Green Lake County	\$2,450	\$6,115
Lincoln County	\$5,200	\$6,215
Marquette County	\$5,300	\$7,615
Menominee Tribe and County	---	\$5,115
Oneida Nation	---	\$7,365
Pierce/Pepin Counties	\$5,800	\$12,115
Richland County	\$3,000	\$5,115
Sauk County	\$5,200	\$7,365
Walworth County	---	\$8,615
Washington County	\$5,200	\$6,115
Wood County	\$5,200	\$6,115
Total Temporary Collections	\$45,700	\$104,960

Agriculture generates \$88 billion for Wisconsin

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • Wisconsin.gov

An equal opportunity employer

Continuous Ag and HHW (Collections on 4 or more days in a calendar year.)		
Applicant	Ag Grant Amount	HHW Grant Amount
Brown/Waupaca/Shawano /Waushara Counties	\$6,400	\$20,115
Chippewa County	---	\$7,365
Dane/Columbia Counties	\$6,400	\$7,615
Dunn County	\$6,400	\$7,615
Eau Claire County	\$6,300	\$7,365
Green County	\$5,100	\$5,115
Jefferson County	\$11,000	\$9,115
Town of La Pointe	---	\$7,115
Manitowoc/Sheboygan/ Fond du Lac Counties	\$19,200	\$21,115
Milwaukee Metropolitan Sewerage District (MMSD)	---	\$9,115
Northwest Regional Planning Commission (NWRPC)*	\$64,000	\$60,115
Oneida/Vilas/Price Counties	\$6,400	\$7,365
Village of Pleasant Prairie	---	\$7,115
Polk County	\$6,400	\$6,115
Portage County	---	\$4,430
Racine Wastewater Utility	---	\$7,715
Rock County	\$5,200	\$7,365
St. Croix County	\$6,400	\$6,115
Waukesha County	\$1,400	\$9,615
Western Wisconsin**	\$38,400	\$60,115
Winnebago/Outagamie/ Calumet Counties	\$15,300	\$21,115
Total Continuous Collections	\$204,300	\$298,830
Total All Ag & HHW Collections	\$250,000	\$403,790
<i>There was \$6,790 in unused funds so \$3,000 was allocated to 2015 drug collections and \$3,790 was allocated to 2015 household collections.</i>		

2015 Clean Sweep Grant Funds – Unwanted Prescription Drugs

Temporary Drug Collections (Collections on three days or less in a calendar year.)	
Applicant	Drug Grant Amount
City of Burlington	\$2,100
MMSD	\$3,200
Oneida County	\$3,100
Washington County	\$3,100
Waukesha County	\$3,100
Subtotal Temporary Drug Collection	\$14,600

Attachment: 2015 Grant Funding Decisions (2906 : Consideration of DATCP grant award in the amount of \$3,100*)

<i>Continuous Drug Collections (Four or more days in a calendar year)</i>	
Applicant	Drug Grant Amount
Village of Bayside	\$3,100
Brown/Marinette/ Oconto/Waupaca Counties	\$7,900
Chippewa Falls Police Department	\$4,800
Clark County	\$1,600
City of De Pere Health Department	\$3,100
Jefferson County and others	\$5,600
Town of La Pointe	\$2,900
Manitowoc/Sheboygan/ Fond du Lac Counties	\$8,100
Village of Mazomanie	\$1,500
NWRPC*	\$6,100
Ozaukee County	\$3,100
Pierce County	\$4,200
Portage County	\$1,100
City of Racine Health Department	\$4,700
Rock County Health Department	\$6,100
St. Croix County Sheriff	\$1,600
Walworth County	\$5,800
Winnebago/Outagamie/Calumet Counties	\$6,100
Western Wisconsin**	\$4,900
Wood County	\$6,100
Subtotal Continuous Drug Collection	\$88,400
Grand Total Prescription Drug Grants	\$103,000
There was \$6,790 in unused funds so \$3,000 was allocated to 2015 drug collections and \$3,790 was allocated to 2015 household collections.	

*NWRPC = Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor and Washburn Counties

**Western Wisconsin = Monroe, Vernon, La Crosse, Juneau, Crawford, Jackson and Trempealeau Counties

Jane Hewston Larson, Clean Sweep Program
November 21, 2014
608/224-4545
jane.larson@wisconsin.gov

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Request from Police Department to Apply for Grant to Receive Forensic Software and Computer *

The De Pere Police Department is a recently accepted affiliate agency of the Wisconsin Internet Crimes Against Children (ICAC) Task Force. The Wisconsin ICAC was developed pursuant to a federal grant received from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and the National Center for Missing and Exploited Children (NCMEC). The Wisconsin ICAC Task Force's primary responsibility is the investigation of sexual crimes committed against children through the use of a computer and the Internet.

The ICAC Task Force has a one-time grant available to newly accepted affiliates. This grant is available in the amount up to \$1500 for the purchase of equipment and/or software to combat the continuing threat of offenders using technology to sexually exploit children.

Under parameters of the grant, the De Pere Police Department will be purchasing mobile device forensic acquisition software and equipment. Total cost of the software and required equipment will be \$1533, of which \$1500 will be reimbursed by ICAC. The grant requires the agency to submit an invoice for the purchase and reimbursement to the agency will be made by ICAC. Pre-approval for the reimbursement from ICAC has already been received and documented.

The specific software to be purchased, Lantern, is distributed by Katana Forensics. Lantern is currently being used by several area agencies with positive results. The software extracts data (i.e. messaging and images) from mobile devices such as smartphones and tablets and produces a report of its results that can be used for further investigation or criminal proceedings. The purchase of the software/hardware will improve efficiency and reduce overall costs by not having to drive to another agency to retrieve data from our evidence using their system.

Lantern requires that it be operated on Apple OS, so the purchase of a Mac is also needed and included in the total cost. Software cost is \$745, which includes one year of support/maintenance, \$60 for necessary cables, and \$728 for a Mac Mini and VGA Adapter to run on a standard PC monitor.

For more information please see: <https://katanaforensics.com/products/>

Please authorize this grant application request and also authorize the police chief to accept this software and hardware when it arrives at the department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Consider Proposal for Phase I Environmental Study and Soils Assessment for 102 N Broadway. *

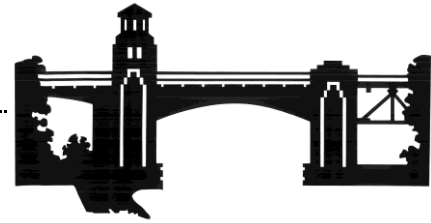
ATTACHMENTS:

- CC_Assessment_Dec2014 (PDF)
- REL_Proposal(PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

CITY OF DE PERE

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



December 9, 2014

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Phase I and Soils Assessment for 102 N Broadway

The City is interested in marketing 102 N Broadway for redevelopment. To attract the best potential projects, staff wants to get the site “shovel ready” for development. “Shovel ready” is a common term which means that a site has all of the initial hurdles for development addressed. For the case of this site, staff wants to obtain a Phase I Environmental Study and Soil Analysis Report completed to identify any issues for a project to move forward.

Staff obtained two quotes for completing the work. Robert E Lee and Associates had the lowest quote for the work at \$5,950. The work will be completed in January. Depending on the outcomes of the analysis, the site could be ready to be marketed by March of 2015. The project funding would come from TID #7.

Recommendation

Staff is recommending that the Finance Committee approve the project and that it be forwarded to the City Council for approval.



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

De Pere Office
1250 Centennial Centre Boulevard
Hobart, WI 54155-8995
920-662-9641
FAX 920-662-9141

December 3, 2014

Mr. Ken Pabich
CITY OF DE PERE
335 South Broadway
De Pere, WI 54115

RE: Phase I Environmental Site Assessment and Geotechnical Services
Parcel # ED-844 "De Pere Commons", De Pere, Wisconsin

Dear Mr. Pabich:

Robert E. Lee & Associates, Inc., (REL) appreciates the opportunity to provide you with this proposal for conducting a Phase I Environmental Site Assessment (ESA) on a parcel of property at Parcel # ED-844 "De Pere Commons", De Pere, Wisconsin (the Property). It is our understanding that you are requesting an evaluation of the potential environmental concerns.

The Phase I ESA will be performed in general conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Designation: E 1527-13: *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The purpose of this practice is to define good commercial and customary practice in the United States of America for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the "landowner liability protections," or "LLPs"): that is, the practice that constitutes all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35)(B). Controlled substances are not included within the scope of this standard. The goal of the Phase I process is to identify recognized environmental conditions (RECs) at the Property.

ASTM defines RECs as:

"The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment." *De minimis* conditions are not recognized environmental conditions.

December 3, 2014
 Mr. Ken Pabich
 CITY OF DE PERE
 Page 2

In addition to RECs, Controlled recognized environmental conditions (CREC) and Historical recognized environmental conditions (HREC) may also be identified as part of this assessment.

ASTM defines a CREC as;

“A REC resulting from a past release of hazardous substance or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).”

ASTM defines a HREC as:

“A past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).”

In congruence with identifying RECs, CRECs, and HRECs, *de minimis* conditions were also evaluated. According to ASTM standards, a *de minimis* condition does not generally present a threat to human health or the environment and that generally would not be the subject to enforcement action if brought to the attention of the appropriate governmental agency. Conditions determined to be *de minimis* are not recognized environmental conditions nor controlled recognized environmental conditions.

PHASE I ESA WORK PLAN

The Phase I ESA will be performed in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Designation E 1527-13: *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. All aspects of the Phase I completion will be performed by or under the direct supervision of an Environmental Professional (EP), as defined in the ASTM standard. The Phase I ESA consists of four components, including records review, site reconnaissance, interviews, and report preparation. The records review includes a review of both current and historical sources to identify RECs that may be associated with the Property. Also, the previous uses of the Property and surrounding area are examined to identify the likelihood of past uses having led to RECs associated with the Property. Site reconnaissance includes a visual and physical inspection of the Property to identify RECs that may be associated with the Property. Interviews are conducted with knowledgeable people concerning the Property and surrounding Property, if necessary. The objective of the interview is to obtain information about current and historical Property uses that may indicate RECs exist at the Property.

Report preparation includes evaluating and summarizing the findings from the records review, site reconnaissance, and interviews. The report will include a detailed description of the assessment methods, a summary of the RECs associated with each Property, and provide an environmental professional's opinion on the impact of RECs to the Property.

December 3, 2014
 Mr. Ken Pabich
 CITY OF DE PERE
 Page 3

In the event data gaps are identified, the EP will endeavor to comment on the significance of those data gaps. However, the EP cannot, and does not warrant or guarantee that no significant events, releases, or conditions arose, during such periods as data gaps.

GEOTECHNICAL SERVICES

As requested, REL assumes the geotechnical services will include four soil borings to a depth of 25 feet below grade and a written report summarizing the geotechnical findings. The geotechnical services will be subcontracted to River Valley Testing (RVT). Based on the scope of work above RVT provided a cost of \$4,150. If the geotechnical services scope of work is altered we will obtain a revised cost.

CONSIDERATIONS BEYOND SCOPE

The Phase I process does not include any testing or sampling of materials (for example, air, soil, water, building materials). Certain environmental conditions may exist on a Property that are beyond the scope of this practice, but may warrant consideration by parties to a commercial real estate transaction. If there is a need for additional ‘non scope’ services to be provided, such as sampling of materials listed above, a separate proposal can be drafted to accommodate the work.

PROBABLE SCHEDULE AND COST

The enclosed contract identifies a total lump sum fee of **\$1,800** for the completion of the Phase I ESA. In addition, REL is proposing a budget amount of **\$4,150** for completion of the Geotechnical Services requested. If the geotechnical services scope of work is altered we will obtain a revised cost. If the enclosed contract is acceptable, we ask that a copy be signed and returned to our office as authorization to proceed with the services described.

We anticipate that the Phase I can be completed within 15 business days and the geotechnical work within 30 days of your authorization to proceed, assuming access to the Property is obtained and key Property contacts are available for interview during that time period. Verbal results will be provided as the project progresses. REL will provide an electronic copy and one paper copy of the assessment to the user. Additional paper copies are available at additional cost.

The ASTM standard requires the user to provide the Environmental Professional with the following:

- ◆ Recorded title records.
- ◆ Searches and actual knowledge of any environmental liens or activity and use limitations (AULs) encumbering the Property or in connection with the Property.
- ◆ Any specialized knowledge or experience regarding RECs in connection with the Property.
- ◆ Consideration of the relationship of the purchase price to the fair market value of the Property, if the Property was not contaminated.
- ◆ Any commonly known or reasonably ascertainable information within the local community about the Property regarding RECs in connection with the Property.

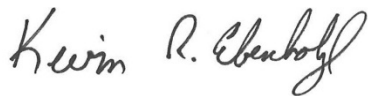
December 3, 2014
Mr. Ken Pabich
CITY OF DE PERE
Page 4

Please complete the attached questionnaire for the Property to the best of your ability and return it to REL via mail or facsimile (920) 662-9141.

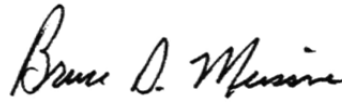
We appreciate your consideration and look forward to further discussing our firm's qualifications. If you have any questions and/or comments in this regard, please contact our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Kevin R. Eibenholz
Senior Environmental Scientist



Bruce D. Meissner, PG
Principal, Environmental Compliance Manager

KRE/BDM/JME

ENC.

Attachment: REL_Proposal (2908 : Consider Proposal for Phase I Environmental Study and Soils Assessment for 102 N Broadway. *)



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

De Pere Office
1250 Centennial Centre Boulevard
Hobart, WI 54155-8995
920-662-9641
FAX 920-662-9141

AGREEMENT FOR ENGINEERING SERVICES

DATE: December 3, 2014

CLIENT: Mr. Ken Pabich
CITY OF DE PERE
335 South Broadway
De Pere, WI 54115

Robert E. Lee & Associates, Inc., is hereby authorized to proceed with the scope of services subject to the Standard Terms and Conditions, both of which are attached:

Phase I Environmental Site Assessment Parcel # ED-844 "De Pere Commons", De Pere, Wisconsin **\$1,800**

Geotechnical Services **\$4,150**

Note: If the geotechnical services scope of work is altered we will obtain a revised cost.

Compensation for the services described in the attached proposal will be on the basis of a lump sum contract. Please note that we issue monthly progress billings for the work performed during that month. Payment is expected within 30 days after the invoice date. Interest of 1.5% per month (equivalent to 18% per annum) will be computed monthly on the portion of the balance that is over 30 days past due.

If acceptable, please sign in the space provided and return one complete copy for our files. If there are any questions, please call our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Bruce D. Meissner, PG
Environmental Services Manager

ACCEPTED FOR THE CITY OF DE PERE

Signature

Date

Print Name

USER QUESTIONNAIRE FOR PHASE I ENVIRONMENTAL ASSESSMENT

This questionnaire outlines those user responsibilities discussed in Section 6 of the American Society of Testing & Materials (ASTM) Method E 1527-13 "Standard Practice for Conducting Environmental Site Assessments: Phase I Environmental Site Assessment Process". In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Business Liability Relief and Brownfields Revitalization Act of 2001, the user must provide the following information (if available) to Robert E. Lee & Associates, Inc. (REL). Failure to do provide this information could result in a determination that "all appropriate inquiry" is not complete.

Please complete this questionnaire to the best of your ability. Upon completion of the questionnaire, please return the form to Kevin R. Eibenholz at REL via facsimile at (920) 662-9141, e-mail to: keibenholz@releeinc.com or mail to REL at 1250 Centennial Centre Boulevard; Hobart, WI 54155-8995. Should you have questions while completing this questionnaire, please contact Kevin R. Eibenholz of REL at (920) 662-9641.

Purpose

What is the purpose for conducting this Phase I? (Please mark all that apply)

Purchase _____ Sale _____ Financing _____ Qualify for Landowner Liability Protections _____
 Qualify for Government Regulated Program _____ Other _____

Contact Information

Owner:

Name: _____ Address: _____
 City _____ State: _____ Zip code: _____ Phone # (____) _____ - _____

Tenants:

Name: _____ Address: _____
 City _____ State: _____ Zip code: _____ Phone # (____) _____ - _____

Lender:

Name: _____ Address: _____
 City _____ State: _____ Zip code: _____ Phone # (____) _____ - _____

Who should the report be addressed to?

Name: _____ Address: _____
 City _____ State: _____ Zip code: _____ Phone # (____) _____ - _____

Attachment: REL_Proposal (2908 : Consider Proposal for Phase I Environmental Study and Soils Assessment for 102 N Broadway. *)

Property Information

Street Address: _____ City: _____

State: _____ Zip Code: _____ Acreage: _____

Number of Buildings _____ Square Ft. _____

Property Identification Number (PIN) _____

Legal Description Available? Yes ☐ No ☐ Copies Sent? _____

Survey/Site Map Available? Yes ☐ No ☐ Copies Sent? _____

What is the Current Use of the Property? _____

What is the Intended Use of Property? _____

What are the Past Uses of Property? _____

Previous Environmental Reports? Yes ☐ No ☐ Copies Sent? _____

Potable Water Supply? _____

Sewerage Disposal System? _____

User Questions

1) Do you have any knowledge of environmental liens against the property that are filed Yes ☐ No ☐
or recorded under federal, tribal, state or local law?

If Yes, Explain _____

2) Are there title records readily available for the Property? Yes ☐ No ☐

Copies Sent? _____ If no, please attach. _____

3) Do you have any knowledge of activity and land use limitations (such as land use restrictions, engineering or institutional controls) that are in place on the site or that have been filed or recorded in a registry under federal, tribal, state or local law? Yes ☐ No ☐

If Yes, Explain _____

4) Do you have specialized knowledge or experience related to the property or nearby properties? Yes ☐ No ☐

(For example are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?)

If Yes, Explain _____

5) Do you have knowledge of any Recognized Environmental Conditions (RECs) Yes ☐ No ☐
 associated with the Property or are you aware of any commonly known or reasonably ascertainable information within the local community about the Property regarding RECs in connection with the Property?
 If Yes, Explain _____

6) Does the purchase price of the property reasonably reflect the fair market value of the property? Yes ☐ No ☐
 If No, is the lower purchase price due to known or perceived contamination at the property?
 Explain _____

7) To the best of your knowledge, are there currently or have there been Underground Storage Tanks (USTs) located on the Property? Yes ☐ No ☐
 If Yes, Explain _____

8) To the best of your knowledge, are there currently or have there been Hazardous Substances used or stored on the Property? Yes ☐ No ☐
 If Yes, Explain _____

9) To the best of your knowledge, are you aware of any spills of other chemical releases that have taken place at the Property? Yes ☐ No ☐
 If Yes, Explain _____

10) To the best of your knowledge, do you know of any environmental cleanups that have taken place at the Property? Yes ☐ No ☐
 If Yes, Explain _____

11) To the best of your knowledge, are you aware of any obvious indications of contamination at the Property? Yes ☐ No ☐
 If Yes, Explain _____

12) To the best of your knowledge, have any of the adjacent properties had any Yes ☐ No ☐

environmental issues?

If Yes, Explain _____

13) Do you have any knowledge of any pending, threatened, or past litigation relevant to Yes ☐ No ☐

hazardous substances or petroleum products in, on, or from the property?

If Yes, Explain _____

14) Do you have any knowledge of any pending, threatened, or past administrative Yes ☐ No ☐

proceedings relevant to hazardous substances or petroleum products in, on or from the property?

If Yes, Explain _____

15) Do you have any knowledge of any notices from any governmental entity regarding Yes ☐ No ☐

any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?

If Yes, Explain _____

Signatures

Signature of User: _____ Date: _____

Affiliation with the Property: _____ Years Affiliated with Property _____

Attachment: REL_Proposal (2908 : Consider Proposal for Phase I Environmental Study and Soils Assessment for 102 N Broadway. *)

ROBERT E. LEE & ASSOCIATES, INC.

STANDARD TERMS AND CONDITIONS

I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee time spent working directly on subject project.
3. General and administrative overhead charges distributed on basis of employee time spent working directly on subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.

3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, air postage other than for general correspondence.
4. Living and traveling expenses of employees when away from home office on business connected with the project
5. Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of the contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for the safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. shall maintain during the life of the Agreement, the following minimum public liability and proper damage insurance to cover claims for injuries, including accident death, as well as from claims for property damages which may arise from the performance of work under the Agreement. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and

broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$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 Robert E. Lee & Associates, Inc. The limit of liability shall be equal to the value of the contract, \$1,900.

V. SUSPENSION OF WORK

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, in writing, of circumstances which are interfering with normal progress of the work. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the 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, Robert E. Lee & Associates, Inc. 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 terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated 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.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. 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. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the 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 the Agreement shall be in full force and effect.

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between the parties arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consider System Support Agreement and License Agreement with Titan Public Safety Solutions, L.L.C.*

Since at least 2002, the Municipal Court has used the TiPSS software for municipal court records and reporting requirements. In 2002, TiPSS provided the City with License and System Support Agreements which were never finalized after the City provided TiPSS with comments/requests for changes to the documents.

In 2014, TiPSS provided the Municipal Court with updated versions of these agreements. Representatives of TiPSS and the law department have negotiated certain changes to the standard agreements. Municipal Court Clerk Sherry Linzmeier reports she has been very pleased with the TiPSS product and the customer service provided by the company. It is recommended that the License and System Support agreements be approved.

cc: Judge David J. Matyas
Sherry Linzmeier

ATTACHMENTS:

- TiPSS Support Agreement (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

SYSTEM SUPPORT AGREEMENT

Titan Public Safety Solutions L.L.C.

And

City of DePere

This is an AGREEMENT between:

TITAN PUBLIC SAFETY SOLUTIONS, L.L.C., with its principal office at 5325 Wall Street, Suite 2000, Madison, WI 53718 (“TiPSS”)

And

CITY OF DEPERE, with its office at 335 South Broadway, DePere, WI 54115 (“Customer”).

TiPSS and Customer have entered into a License Agreement as of December 16, 2014 with respect to the Use of the Licensed Products and Customer’s obligation to maintain the secrecy of Confidential Information (as these and other capitalized terms are defined in the License Agreement); and Customer also desires to secure maintenance and support services from TiPSS for the Licensed Products.

Attachment: TiPSS Support Agreement (2899 : Consider System Support and License Agreements with TiPSS)

SYSTEM SUPPORT AGREEMENT

Recitals

WHEREAS, TiPSS owns all title, right and interest in and to certain proprietary computer software programs under the trademark “TiPSS” (hereinafter the “TiPSS Software”) subject to the rights granted to Customer under the License Agreement;

WHEREAS, Customer desires to engage TiPSS to maintain and support the TiPSS Software and TiPSS agrees to accept such engagement subject to the terms and conditions set forth below.

NOW, THEREFOR, in consideration of the mutual covenants, representations, warranties and agreements and the conditions set forth in this Agreement, the Customer and TiPSS hereby agree as follows:

Licensing Agreement

Customer hereby agrees and acknowledges that under the terms of the License Agreement TiPSS, LLC granted the Customer a personal, non-exclusive and non-transferable to use the TiPSS Software in the United States. Customer further agrees and acknowledges that TiPSS shall be permitted to invoke or exercise all rights, privileges, benefits and remedies of any kind possessed under the Licensing Agreement. TiPSS further agrees and acknowledges that Customer shall be permitted to invoke or exercise all rights, privileges, benefits and remedies of any kind granted under the Licensing Agreement.

1. Definitions and Interpretations

1.1 In this Agreement the following expressions shall have the following meanings:

“Program Fix(es)” shall mean minor corrections to the software in an effort to correct Errors, Malfunctions, or Defects therein. Such Program Fixes shall become part of the software.

“Errors, Malfunctions, or Defects” are defined as the failure or inability of the software to perform material functions when it is used on the computer system meeting the specifications listed in Exhibit A. It includes any defect in code or program architecture that prevents the software from meeting the functionality specifications as identified in the manual(s).

“Program Enhancements” means new versions of or additions to the software, developed by TiPSS at the request of customer, which add to or alter the functions(s) of the software. Such Program Enhancements shall become part of the software.

“Casual Consulting” means technical advice and assistance on the interpretation of documentation or guidance on the use of the software, provided via telephone during normal TiPSS working hours. Casual Consulting does not include those items excluded in clause 3.8.

“Program Upgrades” means new versions of or additions to the software by TiPSS, which improve its operating performance but do not alter its basic functions(s). Such Program Upgrades shall become part of the software.

“Change Control Request” means a request in writing from the Customer to TiPSS, requesting Program Fix(es) and/or Program Enhancements.

“Commencement Date” means the date of this Agreement.

“Designated Premises” means the physical location where support and maintenance will be performed; including the City of DePere, its Municipal Court, and at the building where the Customer’s server(s) may be located at from time to time.

“Data” means that information which is input to or stored on the System by the Customer.

“On-site” means preparation time, travel time, and time on the Designated Premises.

“Maintenance Services” means technical assistance regarding the Licensed Software, its functionality, databases, operations, utilities, and supporting documentation. Problems must be submitted to the TiPSS office via email or via phone with a TiPSS representative during regular working hours.

“Software” means the proprietary computer programming, related program fixes, program enhancements, and/or program upgrades.

“Documentation” means instructions, specifications, guides, manuals, and other related materials.

1.2 For the purposes of interpretation and construction of this Agreement:

1.2.1 Words importing one gender include the others: and

1.2.2 Words importing the singular or plural number include the plural and singular number respectively.

2. Term

This Agreement commences on the Commencement Date and shall remain in force until terminated. Exhibit B sets forth the variable terms of the agreement and will be re-issued on January 1 of every year in which support services are provided by TiPSS.

3. Scope of Services

3.1 TiPSS will provide Maintenance Services during the hours specified in Exhibit B.

3.2 If required, calls will be assigned a level of severity and will be responded to in order of priority, as follows:

Emergency	The Software is not responding. The customer is unable to enter or process any Data.
-----------	--

Critical	The Software is not responding accurately and consistently. The customer is able to enter Data and complete processing in some module(s) but not consistently.
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Non-Critical The Customer is able to enter Data and complete processing with the exception of some reports, queries, or non-critical functions.

- 3.3 Services shall be provided in a timely manner and shall be provided either at Customer's site or at such other location designated by TiPSS.
- 3.4 TiPSS shall make all reasonable efforts to attempt to accomplish a designated task and provide Program Fix(es). In this regard, Customer shall advise TiPSS of the necessity of a Program Fix using the Change Control Request procedures, detailed in Exhibit C, specifying with particularity the Errors, Malfunctions, and Defects found in the systems.
- 3.5 TiPSS shall provide Program Upgrades, to purchased TiPSS products, from time to time at its discretion and at no additional cost to the Customer. Program Upgrades may contain a new version of the software. In such a case, the new version shall be deemed the current version of the software TiPSS is obligated to support and maintain in accordance with the terms and conditions of this Agreement. Customer is under no obligation to accept a new version of the software, but TiPSS may, in its sole discretion, discontinue supporting and maintaining such earlier versions of the software. Should the Customer choose to decline updates, support services may be terminated by either party.
- 3.6 TiPSS shall provide Customer with new versions of Documentation, from time to time, as they become available.
- 3.7 Maintenance Services not covered under the System Support Agreement may be provided, at the Customer's request, at the then current hourly rate, or at another rate or fixed or not-to-exceed price as otherwise mutually agreed upon. The current hourly rate (for 2014) is \$150.00 per billable hour; rates may be adjusted annually as circumstances dictate, up to a maximum rate increase of 10% per annum. These services do not include service where a defect is caused by:
 - 3.7.1 improper use (defined as unauthorized, malicious, or illegal use of the Software; normal and/or routine unintentional errors are not considered to be improper use); or
 - 3.7.2 failure by the Customer to provided a suitable physical environment; or
 - 3.7.3 alterations, amendments or attachments to the System which directly affects the daily operation of TiPSS applications programs, which have not been approved in writing by TiPSS, or
 - 3.7.4 fire, flood, lightning, earthquake and any other events over which TiPSS has no control; or
 - 3.7.5 service work not performed or approved by TiPSS, excluding the Customer's routine network maintenance and back-up procedures.
- 3.8 TiPSS shall furnish the Customer with Casual Consulting requested by Customer. The following items, among others, are specifically excluded from Casual Consulting:
 - 3.8.1 interpretations of program results, such as, for example, arrest and conviction results and demographic data (but not error messages or other similar messages or actions related to the software's operation); or
 - 3.8.2 assistance with computer hardware and peripheral related questions not related to the use of the software; or

- 3.8.3 assistance with computer operation system questions not directly pertinent to the software; or
- 3.8.4 Data debugging and/or correcting; or
- 3.8.5 Program Enhancements requested by customers; or
- 3.8.6 conversion of Data to upgraded versions of Licensed Products or other vendor products; or
- 3.8.7 installation of upgrades on-site; or
- 3.8.8 customer training either initial or refresher; or
- 3.8.9 services necessitated as a result of other than ordinary and proper use by the Customer of the software, including but not limited to neglect, abuse, unauthorized modification, unauthorized maintenance, or electrical, fire, water or other damage; or
- 3.8.10 moving database from one server to another.

4. Charges and Payments

- 4.1 Customer agrees to pay TiPSS such annual system support fees as are set forth on Exhibit D hereto, which are incorporated herein by reference. The prorated annual fee for support of the software shall be billable on the date of installation of the software by TiPSS, and thereafter on a calendar year basis.
- 4.2 The initial annual support fees shall be due and payable upon acceptance of the software and submission of an invoice from TiPSS. Support charges for subsequent years will be due on January 31st of that year. Customers who have not paid their annual support fees within the above stated time frame shall not be eligible to receive such support services from TiPSS unless alternate arrangements have been made previously with TiPSS. Disputed invoices will not be considered delinquent until thirty days after the issue is resolved.
- 4.3 Customer shall additionally reimburse TiPSS for services provided by TiPSS at the Customer's site in accordance with the following:
 - 4.3.1 day rate: For each day or portion thereof that TiPSS provides On-site assistance, Customer shall be charged at the then current rate, (2014 rate is \$1,200.00 per day; rates may be adjusted annually as circumstances dictate, up to a maximum rate increase of 10% per annum); and
 - 4.3.2 food and lodging expenses: Customer shall be charged at cost for all reasonable food and lodging expenses, with lodging expenses only applicable in the event of a concurrent multiple day visit, incurred by TiPSS in connection with provision of assistance at the Customer's site; and
 - 4.3.3 travel expenses: Customer shall be charged at cost for all reasonable direct travel expenses (including without limitation rental car, mileage at the then current IRS rate per mile, other ground transportation and baggage costs) incurred by TiPSS in connection with provision of On-site assistance.

5. Responsibilities of the Parties

The Customer

- 5.1 The Customer shall give TiPSS reasonable access to and use of the general facilities and services of the Designated Premises in order to enable TiPSS to perform its obligations under this Agreement.
- 5.2 Internet Support: The Customer shall make available remote telecommunications access to the System as required by TiPSS, via TeamViewer or another such program mutually agreed upon to enable services to be performed under this Agreement. Failure to install such will result in additional charges. The Customer shall initiate Internet support. The Customer and TiPSS will conduct a internet test once a year.
- 5.3 The Customer will appoint two appropriate and authorized persons from its staff to interface with TiPSS. The Customer will ensure that such staff is reasonably available to TiPSS as required for consultation and guidance with regard to all information, facilities and services reasonably required by TiPSS for the performance of its obligations under this Agreement.
- 5.4 The Customer will be responsible for any regular maintenance that is normally undertaken by the user or operator as described below:
 - 5.4.1 backing-up the Licensed Products on a regular basis and
 - 5.4.2 backing-up the Customer Data on a regular basis. TiPSS recommends Data backups be completed every 8 hours to minimize the impact of losing Data from the time the backup was executed to the time the backup is restored; and
 - 5.4.3 in consultation with TiPSS, updating all TiPSS software to current supported versions as accepted by Customer.
- 5.5 Before any service is provided, the Customer will follow the problem determination, problem analysis and service request procedures set out in the customer support procedures in Exhibit C.
- 5.6 The customer will provide TiPSS with information, documentation, technical assistance from the Customer's hardware/network provider, and access to the computer system, as is reasonable and practical. If the customer fails to provide the foregoing, the service provider is released from its obligations to perform under the agreement.

TiPSS

- 5.7 Telephone Support: TiPSS will provide telephone support for questions and problems relating to the product as stated in Section 3 during the hours of availability identified in Exhibit B. This service is intended for experienced system users and is not to be used in lieu of customer training. TiPSS will retain a Customer Support Representative responsible for responding to Customer's request for support and problem resolution in a timely manner. If the Customer Support Representative feels a Customer is abusing their services, TiPSS will notify the Customer in writing and suggest appropriate training, on-site assistance or other alternatives to meet the Customer's needs.
- 5.8 TiPSS will thoroughly investigate the problems reported by the Customer. If the problem is the result of Errors, Malfunctions, or Defects, TiPSS will take reasonable steps to correct the problem. The Customer Support Representative will provide a solution, the determination that further research is required and the required research to achieve a

solution, or confirmation that the software works per design specifications, which is mutually agreeable.

- 5.9 Hardware Support and Operating Systems. As stated in provisions 3.8.2 and 3.8.3. questions regarding hardware installation, support, or maintenance are NOT covered under this Agreement.

6. Proprietary Rights

TiPSS shall own the entire right, title and interest in and for all program corrections and programs, information and work product conceived, created or developed, by TiPSS alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of the maintenance fees and taxes herein provided, TiPSS hereby grants to Customer a nonexclusive license to use that portion of such corrections, programs, information and work product that TiPSS actually delivers to Customer pursuant to this Agreement. Nothing in this section shall be construed to affect Customer's rights in information or work product acquired or developed by Customer without assistance from TiPSS.

7. Negotiation of Warranties

THE SERVICES PROVIDED BY TiPSS UNDER THIS AGREEMENT SHALL BE PROFESSIONAL AND DILIGENT. NOTWITHSTANDING THE FOREGOING, TiPSS DOES NOT WARRANT THAT THE PROVISION OF ITS SERVICES WILL PRODUCE ANY PARTICULAR RESULT OR RESULT IN THE ELIMINATION OF ALL ERRORS, MALFUNCTIONS AND/OR DEFECTS WHICH MAY ARISE IN THE FUTURE WITH RESPECT TO THE CUSTOMER'S USE OF THE LICENSED PRODUCTS.

EXCEPT AS SET FORTH ABOVE, TiPSS PROVIDES THE SERVICES UNDER THIS AGREEMENT ON AN "AS IS" BASIS AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREIN.

8. Confidential Information

Customer acknowledges that the Licensed Products are unique and valuable and proprietary to TiPSS, and to the extent as set forth in the License Agreement accordingly agrees to hold in confidence the Confidential Information embodied therein and not to disclose, or permit disclosure of such Confidential Information to anyone. It is expressly understood and agreed that, to the extent as set forth in the License Agreement, Customer's obligations to keep the confidential Information confidential shall continue even after the termination, for any reason, of this Agreement or any provision hereof.

9. Limitation of Liability

- 9.1 TiPSS' liability for damages arising under this Agreement based upon the services TiPSS provides to Customer shall be limited to the fees paid to TiPSS by Customer under this Agreement. EXCEPT AS DESCRIBED IN THE PREVIOUS

SENTENCE, TiPSS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE SERVICES PERFORMED BY TiPSS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA OR SOFTWARE, INABILITY OF TiPSS TO CORRECT ANY ERRORS, MALFUNCTIONS AND DEFECTS IN THE SOFTWARE, OR DELAY OF TiPSS IN PERFORMING ANY SERVICES HEREUNDER.

- 9.2** THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO ANY INFRINGEMENT CLAIM WHICH ARISES SOLELY FROM THE SERVICES WHICH TiPSS PROVIDES TO CUSTOMER UNDER THIS AGREEMENT. FURTHER, THESE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO ANY DAMAGES CAUSED BY TiPSS TO ANY PERSONS OR PROPERTY OF CUSTOMER TO THE EXTENT OF ANY INSURANCE PROCEEDS AVAILABLE UNDER ANY INSURANCE POLICY CARRIED BY TiPSS.
- 9.3** IN NO EVENT SHALL TiPSS BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF TiPSS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN.

10. Termination

- 10.1** Either party may terminate this Agreement, during the covered period; by giving the other party ninety (90) days written notice.
- 10.2** In addition, this Agreement shall terminate 30 days after non-payment of the annual system support fee as required per section 4.2, except that TiPSS may extend this time frame at their discretion. Any pre-paid and unused System Support fee will be pro-rated and returned within 60 days of final Termination.
- 10.3** If customer does not renew or cancels the support agreement with TiPSS and desires to renew at a later date, certain requirements must be met. Before reinstating, Customer will pay a reinstatement fee equal to 50% of that current year's rate for that product's License Fee. The Customer will also be charged a prorated share of the current year support charges for the remainder of that calendar year.

11. Miscellaneous

- 11.1** Neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferable by Customer, in whole or in part, except in connection with a sale of Customer's business.
- 11.2** The rights of TiPSS and the obligations of Customer hereunder shall inure to the benefit of TiPSS's nominees, successors and assigns, and shall be binding upon Customer and its heirs, assigns and legal representatives.
- 11.3** This Agreement shall be construed in accordance with the laws of the State of Wisconsin. In the event of a dispute arising under this Agreement, venue shall be proper only in Circuit Court and both parties waive any right to commence or prosecute an action in any other forum.

- 11.4 This Agreement and the Exhibits hereto, contain the entire understanding of the parties respecting the subject matter hereof and supersedes all previous verbal and written agreements. This Agreement may not be modified except in writing, expressly to modify this Agreement and signed by the party against whom enforcement of the change is sought.
- 11.5 No term or provision of this Agreement shall be deemed waived by either party, nor breach excused by such party, unless such waiver or excuse is in writing and signed by such party. No consent by either party to, or waiver by either party of, a breach by the other party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other different or subsequent breach by such other party.
- 11.6 If any provision of this Agreement shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity or enforceability of any legal and enforceable provision hereof.

EXECUTED as an Agreement on the date written above.

CITY OF DePERE

TITAN PUBLIC SAFETY SOLUTIONS, LLC

Signature of Authorized Representative

Signature of Authorized Representative

Name (type or print)

Melanie Gebauer, MBA
Name (type or print)

Title

Member
Title

Date

Date

Exhibit A

TiPSS Software Products

Minimum Hardware and Software Requirements

(Subject to change)

Minimum Software/Hardware Requirements (subject to change)

- **Workstation Requirements (Minimum)**
 - Windows Vista[®], Windows 7[®] or Windows 8[®]
 - 1 GHz Processor
 - 256 MB RAM
 - 30 GB hard drive
 - A CD or DVD drive, as appropriate, is required for installation from disc
 - Touch Screen Monitor (optional for TiPSSCashRegister)
- **Additional Hardware requirements**
 - A reliable backup system
 - Scanner, digital camera, or photo disk (TiPSSImaging only)
 - High Speed Internet Connection
 - 32 bit or 64 bit processor (workstations or server)
- **Receipt/validation Printers Recommendations**
 - Epson TM-U220D USB (Receipt Only)
 - Epson TM-U325 USB (Receipt and Validation)
 - Epson TM-T88V, thermal printer
- **Server Recommendations**

Server configurations may vary; minimum requirements are for a dedicated server for the WIJIS interface only. Agencies sharing workloads with other software or operating in a virtual environment should judge CPU size accordingly.

 - Pentium 42 3.0 Ghz CPU or better
 - IIS 7 or higher
 - 2 GB Ram
 - 80 GB hard drive
- **Network Requirements if applicable (must have the latest Internet Explorer[®] and Service Packs)**
 - Windows2005[®] or newer version
 - Peer-to-Peer (One workstation must be Windows Vista[®], Windows 7[®] or Windows 8[®])
- **Third Party Software Requirements**
 - MSWord 2003[®] or newer version (each workstation)
 - MSEExcel 2003[®] or newer version (1 workstation)
 - MS SQL Express 2005[®] or newer version (for less than 4 Workstations)
 - MS SQL Server 2005[®] or newer version (for 4+ Workstations or multi-jurisdictional courts)
 - TeamViewer 6[®] (no charge) for remote support

Please be sure to contact TiPSS prior to updating your workstations, networks, and/or printers. Discussing these changes prior to making them can reduce frustrations and limit your downtime.

Exhibit B

Annual Support Schedule

Period Covered: January 1, 2014 – December 31, 2014

Hours of Availability

TiPSS Customer Support Staff are available to answer customer questions and provide assistance. In the event that Customer Support Staff are not able to respond to all calls as received, calls will be handled in the order of problem severity.

Support Hours:

8:00 a.m. to 5:00 p.m., CST, Monday
 8:00 a.m. to 5:00 p.m., CST, Tuesday
 8:00 a.m. to 5:00 p.m., CST, Wednesday
 8:00 a.m. to 5:00 p.m., CST, Thursday, or until 7:00 p.m. with appointment
 8:00 a.m. to 5:00 p.m., CST, Friday

Support Holidays: (TiPSS Office will be closed)

New Year's Day – Wednesday, January 1, 2014
 Good Friday – Friday, April 18, 2014
 Memorial Day – Monday, May 26, 2014
 Independence Day – Friday, July 4, 2014
 Labor Day – Monday, September 1, 2014
 Thanksgiving – Thursday & Friday, November 27-28, 2014
 Christmas – Wednesday & Thursday, December 24-25, 2014
 New Year's Eve – Wednesday, December 31, 2014

Telephone and FAX Numbers

TiPSS Telephone Number:	1-608-244-1500
TiPSS Toll Free Support Number:	1-877-241-3877
TiPSS Fax Number:	1-608-244-1504
TiPSS Email Address:	support@tipssllc.com
Web Page:	www.tipssllc.com

Not included in the Annual System Support Fee

- ✓ Moving the database from one server to another. There is an additional fee for this service which needs to be scheduled in advance.
- ✓ Additional printed manuals. Manuals can be purchased or downloaded from the TiPSS website for free.
- ✓ Support of Third Party Software products (e.g. MS Excel, MS Word, etc.)
- ✓ Setting up backup file procedures.
- ✓ Restoring data from backup.
- ✓ Customer training either initial or refresher.

Exhibit C

Customer Support Procedures

Period Covered: January 1, 2014 – December 31, 2014

Customer Support Procedures

Please help us assist you by following the guidelines below:

- ◆ Be prepared to discuss your problem
- ◆ Do your research ahead of time
- ◆ Be familiar with the TiPSS software
- ◆ Be familiar with your local system and procedures
- ◆ Know all passwords to your system
- ◆ Know how to make connection with the modem
- ◆ Know your software and Data backup and restore procedures
- ◆ Perform backups on a regular basis
- ◆ Write down any error messages you receive
- ◆ Be prepared to duplicate the problem you are having

Change Control Procedures

Please submit request for modification and/or non-critical support problems in writing. This allows us to log, prioritize, and monitor the status of your request.

Some request may be covered under your routine System Support Agreement. If it is covered, we will provide you, in writing, the anticipated release number and estimated shipment date that contains the enhancements/modifications.

Other requests may be for Custom Program Enhancements, conversions to other software vendor products, interfaces with other vendors, refresher customer training, and/or installation of new modules, TiPSS software setup and re-configuration, or additional module licenses. If your request is for any of the services mentioned above, please indicate that you would like a price quote. Price quotes will be provided within 10 working days of TiPSS receiving the Change Control Request form.

Exhibit D

Customer Support Charges

Period Covered: January 1, 2014 – December 31, 2014

PRODUCT	2014 Support Charges
Annual Support Charges <i>TiPSSCourts – 1 full-access Workstation, 1 receipt-only Workstation, 1 view-only workstation</i>	2,810.00
Annual Support Charges <i>TiPSSDOT Interface</i>	378.00
Annual Support Charges <i>TiPSSTax Intercept Interface</i>	467.00
Annual Support Charges <i>TiPSSTraCS/Court Interface</i>	591.00
GRAND TOTAL – 2014 Support	4,246.00

Note 1: Annual support charges for 2014 have been paid in full by Customer.

Note 2: Support Charge rates shall not increase by more than 3-5% annually.

Attachment: TiPSS Support Agreement (2899 : Consider System Support and License Agreements with TiPSS)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration of Contract Extension with Master Plumber Allen Farvour

The City of De Pere is required by Wisconsin State Statute as a third class City to employ a Master Plumber. We have looked at other options for meeting this requirement and have decided the best way to fill the position is with a part-time employee, similar to our commercial electrical inspector. The position reports to the Building Inspector and performs commercial plumbing inspections.

Allen Farvour was hired in January 2008 to perform commercial plumbing inspections on a part-time basis. The current employment agreement that we have with Mr. Farvour needs to be renewed. I discussed this matter with Building Inspector Dave Hongisto, and he indicated that there is still a need for a Master Plumber.

Accordingly, attached please find a proposed employment agreement that we prepared for Mr. Farvour's services. The agreement will continue his employment with the City for a period of five years beginning January 1, 2015 and ending December 31, 2019. The rest of the agreement remains the same. Please note the rate of pay does not change and there are no benefits associated with this position.

If you have any questions prior to the meeting, please contact me at 339-4045 or David Hongisto at 339-4052. We will be at the meeting to answer any questions you may have.

Thank you for your consideration of this matter.

ATTACHMENTS:

- farvour contract 2015-2020 (DOC)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

Commercial Plumbing Inspector Employment Agreement

THE CITY OF DE PERE, a Wisconsin municipal corporation (hereinafter "City") hereby agrees to employ Allen G. Farvour in the part-time position of Commercial Plumbing Inspector (hereinafter "Inspector") for the City of De Pere, and Inspector hereby agrees to accept such employment subject to the following terms and conditions:

Section I. Effective Date. Such employment shall commence January 1, 2015, and, subject to satisfactory compliance with the terms and conditions of this agreement including, specifically, the termination provision, shall continue until December 31, 2019.

Section II. Nature of Position and Duties.

A. Part-Time Employment. Inspector shall be employed to work an average of five (5) to ten (10) hours per week, not to exceed an annual maximum of 599 hours. The specific scheduling of such work shall be subject to the direction and approval of the City's Building Inspector or, in his/her absence, the Assistant Building/Plumbing Inspector. Inspector shall maintain a daily log specifying hours and duties performed under this agreement. Such log shall be submitted to the Building Inspector or, in his/her absence the Assistant Building/Plumbing Inspector on a biweekly basis.

B. Compensation. Inspector shall be compensated at an hourly rate of \$23.00. The hourly rate, in accordance with the approved daily log, will be paid on a biweekly basis in accordance with normal City payroll policies. Inspector shall not accumulate vacation, holiday, or sick leave or other fringe benefits, nor shall Inspector be eligible for coverage under the City's Health and Dental Plans. The City will compensate Inspector for the use of his private vehicle and mobile phone at a rate of \$75.00 per month.

C. Job Duties. Inspector shall perform commercial plumbing inspections in the City upon assignment and direction by the Building Inspector or, in his/her absence, the Assistant Building/Plumbing Inspector and shall perform other plumbing inspection duties at their direction.

In the absence of the Assistant Building/Plumbing Inspector, Inspector shall perform residential plumbing inspections.

Inspector shall not have authority to act on behalf of the City of De Pere under this agreement or otherwise except upon prior direction and assignment under this section.

To ensure ability to perform these services, Inspector shall maintain on file with the City certification as a Master Plumber/UDC with the State of Wisconsin and shall maintain with the City a valid current certificate demonstrating such certification. The City shall reimburse Inspector for the cost of maintaining said master plumber certification not to exceed \$150 per year.

D. Conflicts Prohibited. Inspector shall not inspect under this agreement any facility in or upon which Inspector has performed plumbing work in a private capacity.

E. Termination. Inspector's position with the City may be terminated by either party at will upon sixty (60) days written notice to the other party.

Section III. City Records. All files and records concerning inspections undertaken by Inspector in his capacity under this agreement shall belong to, and remain the property of, the City. The City shall furnish such clerical supplies as may be necessary in the discretion of the Building Inspector for the Inspector to perform his duties under this agreement.

Section IV. Standard of Care. Inspector agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform the duties that are required of him pursuant to the express and implied terms of this agreement to the satisfaction of the City.

Section V. Insurance Coverage.

A. Workers Compensation. As an employee of the City, Inspector shall be insured under the City's workers' compensation coverage.

B. Automobile Insurance. Inasmuch as Inspector will be using a privately owned automobile in the performance of many of his duties, Inspector shall be required to maintain adequate insurance on such automobile and file with the City a certificate demonstrating the maintenance of such insurance.

Section VI. Miscellaneous.

A. Construction of Agreement. This agreement is intended to constitute a full and complete understanding of the Employment Agreement between the City and Inspector.

B. Law Governing. This agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin.

C. Interpretation. Headings used in this agreement are for convenience of reference only and do not constitute a part of the agreement unless the context clearly requires. If any section of this agreement is held to be invalid by operation of law or tribunal of competent

jurisdiction or enforcement of any part should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.

Dated in De Pere, Wisconsin, this _____ day of _____, 2014.

Master Commercial Plumber

City of De Pere

Allen G. Farvour

Michael J. Walsh, Mayor

Attachment: farvour contract 2015-2020 (2900 : Consideration of Contract Extension with Master Plumber Allen Farvour *)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consider 2015 Pay Recommendations for Part-Time & Seasonal Employees and Consideration of Changing Practice for Parks and Public Works Hiring Residents over Non-Residents *

Attached please find the 2015 pay recommendations for part-time and seasonal employees working at the Parks and Public Works Departments, and other employee classifications.

All rates included in the attached two charts were included in the department budgets for 2015. A Mechanic was added to the seasonal wage scale within the Public Works Department classification. This position has existed for years, but was not included in the wage scale. Also added was the Enrichment Instructor position. These instructors teach stained glass, sewing, oil painting, and computer classes. Previously NWTC rented a room at the Community Center and taught these classes. Earlier in the year NWTC lost the funding for these programs and stopped offering the classes so the City then took over running them. The Pom and Twirling Instructors were moved to level 6 as their teaching is more in line with dance instructors so it makes sense to have all of them at the same level. For most positions in the Parks and Public Works department there are 4 steps to the pay scale where employees move up one step per year. Our Community Center Maintenance position was added to level 4 so it now has steps within the position. This position works year round and is currently paid \$11.19/hour.

We reviewed what other communities were paying for their seasonal positions. In most cases, we are in line with what other communities are paying. The exception to this is for the Slow/Co-ed Softball Umpire position. We are paying much lower than what other communities are paying for this position. Therefore, we recommend increasing the pay for this position from \$12.75/game to \$14.75/game.

As we have done in the past, the Municipal Judge receives the same increase as other permanent positions. Therefore, a 1.8% increase is being included for that position. We are not recommending any other increases.

In 2015 the City will discontinue the longevity bonus and employee appreciation party for Park and Public Works department seasonal employees. They will continue to be able to attend one free class per season; up to three per year.

When hiring seasonal employees for the Parks and Public Works department we have been directed to hire applicants that reside in the City of De Pere over non-residents. This practice does not always serve the best interest of our operations and City of De Pere.

We are asking to consider changing the practice on how we hire seasonal employees. Our current practice consists of hiring resident employees over non-resident employees and placing acceptable candidates into a lottery. We believe we should hire the best person for the job and not have residency be a factor.

In actuality, we use this practice for full-time positions for the City (in fact, full time staff are not required to live in the City). Many of the seasonal jobs are entry level positions, however, while reviewing resumes and interviewing you can begin to understand and see separation in candidates. Although many candidates have similar “experience” for these types of entry level positions, you can evaluate work ethic and their attitude. By hiring applicants with the best work ethic and best attitude, we are increasing our ability to complete our tasks in the most efficient and effective manner. Having the best possible staff is a necessity for us considering we have not increased our staffing levels while tasks and expectations have continued to rise every year.

In addition, we have many positions receiving low numbers of applications. In doing this, we are forced to consider non-resident applicants.

We recommend eliminating this practice, and recommend being able to hire the best applicant for the job. In the event that two applicants are similar, we would then give preference to the resident and hire the resident over the non-resident.

If you have any questions, please feel free to contact Marty or I prior to the meeting.

Thank you.

ATTACHMENTS:

- 2015 Copy of Park and Public Works Wage Schedule (XLS)
- 2015 other wages sheet (DOC)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

Park Department & Public Works Department
2015 Seasonal Wage Scale
Wages Effective January 1, 2015

Proposed Wage Scale

Position	Step 1	Step 2	Step 3	Step 4
Park Department				
Level 1 - Pool - Concession Staff - Pool - Basket/Maintenance - Playground Supervisor - Assistant Instructors - Recreation Intern	\$8.50	\$8.75	\$9.00	\$9.25
Level 2 - Lifeguard - Recreation/Office Assistant - Park Maintenance Laborer - CC Supervisors - Kidz Zone & Camp Counselors	\$9.00	\$9.25	\$9.50	\$9.75
Level 3 - Basketball Supervisor - Park Maintenance Lead - Youth Social Night - Lifeguard/WSI/Instructor	\$9.75	\$10.00	\$10.25	\$10.50
Level 4 - Community Center Maintenance - Open Gym Supervisor - Youth Activity Head Instructor - Self Defense - Arts-n-Crafts - Lead Kidz Zone/Camp Counselors	\$11.00	\$11.25	\$11.50	\$11.75
Level 5 - Recreation Night Supervisor - Tennis Instructor - Football Official	\$12.00	\$12.25	\$12.50	\$12.75

Attachment: 2015 Copy of Park and Public Works Wage Schedule (2902 : Consider 2015 Pay

- Specialized Rec. Classes (Art, Twirling, Theatre, etc.)				
Level 6	\$13.00	\$13.25	\$13.50	\$13.75
- Dance, Pom and Twirling Instructor				
- Fitness Instructor				
- Enrichment Instructor				
- Tae Kwon Do Instructor /Tai Chi Instructor				

Level 7 - *Yoga/Pilates/Zumba with basic certification	\$16.00	\$16.25	\$16.50	\$16.75
Level 8 - * Yoga/Pilates/Zumba with advance certification after 1 yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs)	\$20.00	\$20.25	\$20.50	\$20.75
Level 9 - Pool Manager	\$14.00	\$14.25	\$14.50	\$14.75
Non Classified Wage Rates - Basketball Scorekeeper - Slow/Co-ed Softball Scorekeeper - Modified Softball Scorekeeper - Basketball Official** - Slow/Co-ed Softball Umpire** - Modified Softball Umpire** - Band Director - Golf Instructor - Kickball Official	\$9.25/game \$9.25/game \$11.25/game \$18.75/game \$14.75/game \$17.00/game \$16.75/hour \$28.00/participant \$11.25/game			
Public Works Department - Street & Water Dept. Maintenance Laborer - Mechanic - Sign Maintenance Aide - Engineering Aide	\$9.00 \$9.00 \$9.00 \$11.24	\$9.25 \$9.25 \$9.25 \$11.77	\$9.50 \$9.50 \$9.50 \$12.31	\$9.75 \$9.75 \$9.75 \$12.83

The step scale is designed to reward employees for good and continual years of service. Employees are given a step increase with supervisor approval, for each year they return to same employment.

-First year employees in any classified level shall start at Step 1, unless approved by the Director of Parks, Recreation and Forestry and/or Director of Public Works.

-Supervisors shall only approve step increases if an employee returns the following year and if the employee had satisfactory work performance.

-All classified positions are not eligible for additional step increases past Step 4. Non-Classified wage rates are reviewed on an annual basis.

The City of De Pere has an incentive program established for seasonal employees.

The program includes: admission to one program per season (up to 3 per year). The incentive program is administered at the discretion of the supervisor of the department.

*Instructors are eligible to earn incentive pay based upon number of participants enrolled.

Incentive pay ranges an additional .25 hours to 1.25 hours per class.

**Umpires or officials that are scheduled with a partner and work a game alone will be paid at 1.5 times the game rate.

2015 Wages For Other Employee Classifications

Department	Position	2014	2015	Increase	Notes
Clerk	Board of Review Full Day Half Day	\$60.00 \$35.00	\$60.00 \$35.00	N/A	
Clerk	Chief Election Inspectors Poll Workers SVRS Specialist/Data Entry	\$9.00/hr. \$8.00/hr. \$12.09/hr.	\$9.00/hr. \$8.00/hr. \$12.09/hr.	N/A	(SVRS = Statewide Voter Registration System)
Fire	Paid On Call Firefighters	\$50.00/month \$15.00/hr.	\$50.00/month \$15.00/hr.	N/A	Monthly compensation Training sessions and response pay
Health	Medical Advisor	\$1,500 yr.	\$1,500 yr.	N/A	
Municipal Court	Judge	\$19,646/yr.	\$20,000/yr.	1.8%	Elected Position Serves a 4-year term
Police	Crossing Guards Community Services Officer	\$17.14/hr. \$10.00/hr.	\$17.14/hr. \$10.00/hr.	N/A	
Planning	Planning Intern	\$11.24 hr.	\$11.24 hr.	N/A	

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Approval of Planner II job description and Administrative Time (i.e. compensatory time)

City policy requires the Finance/Personnel Committee to approve the creation and job description for any new position. A Planner II position was approved in the 2015 budget. Attached is the job description for the position. The salary range for the position is \$53,310-\$73,133 as determined by the consultant that conducted our recent pay study.

I am also recommending the position be awarded 40 hours of administrative (i.e. compensatory time) per year. The compensatory time policy was adopted in 1990. It applies to management exempt employees, whose attendance is required at meetings of the Council, committee meetings, etc., and/or who work hours in excess of a 40-hour workweek as required by their job responsibilities. It provides a set number of hours be granted to a position based upon the duties of the position. The policy is reviewed annually and, if there are unusual conditions that occur during the year that is also considered. The maximum number of hours granted to a position is 40 hours per year. There is no carryover nor is unused time paid out.

ATTACHMENTS:

- Planner II job description draft (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

CITY OF DE PERE JOB DESCRIPTION

I. IDENTIFICATION:

Position Title: Planner II / Associate Planner
Dept. / Division: Planning and Economic Development
Reports To: Director of Planning and Economic Development
Supervises: Seasonal Staff
FLSA Status: Exempt
Job Summary: Prepare and implement the Comprehensive Plan through reviews and recommendations on re-zonings, conditional uses, changes to official map, and land subdivisions. Work with the Historic Preservation Commission in the implementation of the City Historic Preservation program. Develop and implementation of the City housing program.

II. ESSENTIAL FUNCTIONS:

Ensure development and implementation of the City's Comprehensive Plan and the Downtown Master Plan. Recommend updates and maintenance of Comprehensive Plan and land development regulations.

Work with Director to develop strategies to promote economic and community development or efficient land use consistent with community goals

Conducts review of various development applications including plats, permits, site plans, variance and rezoning requests. Conduct public hearings related to functions of the Planning Department.

Develop and recommend goals and objectives for the preservation of historic districts and buildings in the City.

Writes, or assists in writing, a variety of ordinances and regulations relating to development controls.

Conduct research to identify sources of funding and grant writing.

Serve as the staff liaison to the Plan Commission, Redevelopment Authority and Historic Preservation Commission.

Review and make recommendations on proposed Federal, State, county, and local regulations affecting the City. Coordinate activities as needed with other City Departments.

Work with State, regional, and local organizations in the community.

Perform other duties as assigned.

III. KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the principles and practices of planning, zoning, ordinances, and development regulations. Knowledge of zoning codes, subdivision regulations, fair housing codes, construction standards and methods.

Extensive skill in the principles and practices of city, county, and regional planning. Strong skills

Planner II / Associate Planner
Department of Planning and Economic Development
Page 2

with oral and written communications with business representatives, elected officials, department heads, the general public, and other City employees. Skill in the operation of equipment needed to effectively perform the duties of the position, including modern office equipment.

Ability to organize, schedule, and prioritize work and perform with limited direction. Ability to work on several projects or issues simultaneously. Ability to process confidential information with discretion. Ability to develop detailed studies, reports, and recommendations. Ability to research and complete applications for grants. Ability to utilize a computer and required software. Ability to follow oral and written instructions. Ability to establish and maintain effective working relationships with staff and the public. Ability to attend frequent night meetings.

IV. MINIMUM EDUCATION AND EXPERIENCE REQUIRED:

1. Bachelor's Degree in Planning or related field.
2. Four to five years' experience in a related field.
3. Knowledge and experience with GIS is preferred.
4. Certified by the American Institute of Certified Planners is desirable.
5. Valid Wisconsin driver's license and good driving record.

A combination of education and experience may be considered.

V. PHYSICAL REQUIREMENTS:

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

A majority of the work shift sitting at a desk in front of a computer, will spend some time on feet while filing, making photocopies or standing to greet a visitor. Should have the ability to lift and carry up to 25 lbs. as may be responsible for moving office supplies or carry heavy files or boxes of paper.

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

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

 Employee Name (Please Print)

 Date

 Employee Signature

Date last modified: November 25, 2014

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: December 9, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consider Re-write of Chapter 106 De Pere Municipal Code Regarding Licenses and Permits.*

The Law Department has undertaken a comprehensive review and re-writing of Chapter 106 DPMC after discovering that the current Chapter is outdated and does not effectively communicate to users where, when and how licenses or permits are required.

Attached you will find a draft of a revised Chapter 106, together with identification of other code sections which will need to be revised in the event all of the proposed changes are endorsed by the Committee. Highlights of the proposed changes include:

1. Appeal procedures are now incorporated into the approval and suspension/revocation processes for licenses and permits (other than alcohol beverage licenses which are governed by state law). Due process requirements necessitate the inclusion of these processes.
2. A comprehensive list of all licenses and permits required and where to locate them in the code is provided. You will note that §106-3 lists the State of Wisconsin as the food code licensing agency through June 30, 2015. This provision will be amended when the City again becomes the Agent of the State and the ordinances are changed to reflect that status.
3. The scope of debts owed to the City which justifies the non-issuance or non-renewal of a liens or permit is expanded.
4. An administrative process for issuing revocable occupancy permits is created in lieu of the current process of Board and Council approval. Currently, the Board of Public Works reviews all revocable occupancy permits except those which allow attachments to trees, which is reviewed and authorized by the Park Board. The proposed ordinance changes this to an administrative process where most revocable occupancy permits are issued by the Director of Planning & Economic Development, with construction staging permits issued by the Director of Public Works and attachment to trees permits issued by the Park Director. The change to an administrative issuance is part of the City Administration effort to streamline the process for the requestor while still protecting the interests of the City. This new process is highlighted in yellow on the attached draft ordinance.

Extension of alcohol license premises for café permits or special events will still require License Committee review and Council approval.

The Board of Public Works and the Park Board have both been asked to comment upon the administrative issuance of revocable occupancy permits. The result of the Board of Public Works review will be discussed at the Finance/Personnel Committee; however the Park Board's review will occur on December 18, 2014, two days after Council approval of the revised ordinance. It will be recommended therefore that the change to §30-9(g) DPMC pertaining to the administrative issuance of a revocable occupancy permit for attachments to trees will be contingent upon approval of the Park Board.

Please review the attached and call me at 339-4042 if you have any questions or concerns regarding the same. Otherwise, I look forward to discussing these issues more fully on December 9, 2014.

ATTACHMENTS:

- CHAPTER 106 rewrite 12-14 (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Lisa Rafferty, Michael J. Walsh
EXCUSED:	Larry Lueck

**REPEALING AND RECREATING
CHAPTER 106
LICENSES AND PERMITS**

106-1 License or permit required

No person shall engage in any trade, profession, business or privilege in the City of De Pere for which a license or permit is required by any provision of this Code without first obtaining such license or permit from the City in the manner provided in this chapter, unless some other provision of this Code provides specifically otherwise.

106-2 Application Process

(a) *Application*

Unless otherwise provided, application for a license or permit shall be made in writing to the responsible City department or officer, upon forms provided by the City. All application forms shall be fully completed and signed by the applicant, and all permit fees, if any, shall be paid before the application is processed.

(b) *License/Permit Fee*

All applications for any license or permit shall be accompanied by the proper license or permit fee as established by resolution of the common council. No license or permit fee shall be refundable unless the license/permit is denied.

(c) *Background Check*

All applications for any license or permit which requires that a background check be run on the applicant shall be accompanied by a background check processing fee as determined by resolution of the common council. An applicant presenting multiple applications for license/permits at one time shall be subject to one processing fee as established by resolution of the common council. The background check processing fee shall be non-refundable.

(d) *Delinquent Debts Owed to City*

(1) No license other than dog or cat licenses authorized or required by this Code shall be granted or issued:

A. To any person who owes any unpaid, delinquent personal property tax, room tax, special assessment, municipal court forfeiture, charges for false fire or burglar alarms or abandoned 9-1-1 calls, parking ticket, sewer or water bill, ambulance bill, hazardous material spill response charge, or inspection or re-inspection fee.

B. For any premises for which sewer or water bills, room taxes, special assessments or special charges for current services owed to the City are delinquent and unpaid.

- C. For any premises containing personal property upon which a personal property tax owed to the City by the applicant was assessed and the personal property tax remains unpaid and delinquent.

No license shall be denied if a payment becomes delinquent after fully completed and properly executed application, together with any required application fee, has been filed with the appropriate City official.

- (2) This subsection does not apply to a person whose personal liability for payment of a delinquent tax or other charge has been discharged by order of a U.S. Bankruptcy Court or other court of competent jurisdiction or to a bankrupt or a bankrupt's premises covered by an automatic stay issued by a U.S. Bankruptcy Court or other court of competent jurisdiction while the automatic stay is in effect.
- (e) *Bond and Insurance*
All required bonds shall be executed by a surety company authorized to do business in the state of Wisconsin. Where policies of insurance are required, such policies shall be subject to approval of the city attorney. Satisfactory evidence of coverage by bond or insurance shall be filed with the city before the license or permit is issued.
- (f) *Approval or Denial of License or Permit*
(1) Where the approval of any city or state officer is required prior to the issuance of any license or permit, proof of such approval must be presented to the issuing City official before any license or permit is issued.
(2) No license or permit shall be approved if it appears that the conduct of the activity for which a license or permit is required will be contrary to the law, if it appears the applicant does not possess the necessary qualifications or requirements for the license, or if it appears issuance of the license or permit would be contrary to the public health, safety or welfare.
- (g) *Appeal/Review of License or Permit Denial*
(1) Unless provided otherwise in this Code, if a license or permit application is denied, the applicant shall be informed of such decision, in writing, within 10 days after the determination is made. No grant, denial, suspension or revocation of an alcohol license under Wis. Stats. § 125.12(1) or Chapter 7 of this Code is subject to review hereunder.
(2) The denied applicant may request a hearing in writing on the determination to deny the license or permit application. The appeal shall state the reasons the applicant believes the decision to deny the license or permit to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing City official or the Finance/Personnel committee. The hearing shall be held before the City's Finance/Personnel Committee and the hearing shall substantially comply with the provisions of Wis. Stats. §68.11(2). Within twenty (20) days after the hearing, the Finance/Personnel Committee shall issue a written decision which

shall affirm, reverse or modify the determination of the City official. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. §68.13.

(h) *License and Permit Terms and Renewal*

- (1) Unless otherwise provided by this Code, the term of the license year shall commence on July 1 and end on June 30 of each year, unless the license period is for less than one year, in which case the term of the license shall commence with the date of issuance.
- (2) License or permit renewals shall be issued in the same manner and be subject to the same conditions as the original license or permit except that a determination to not renew a license shall be subject to paragraph (l) of this chapter.
- (3) Permits shall be issued for the term set forth in the permit and shall not renew.

(i) *Display of License or Permit*

Unless otherwise provided in this Code, all licenses and permits shall be displayed on the premise or vehicle for which it is issued. If a license or permit is required to be carried on the person, it shall be displayed to any law enforcement officer or other person authorized by ordinance to request the same.

(j) *Transfer*

No license or permit shall be transferable or assignable unless otherwise provided in this Code.

(k) *Compliance with Laws and Regulations*

An express condition of holding a license or permit is compliance with all City, State and Federal rules, regulations, laws and ordinances.

(l) *Suspension or Revocation of License*

- (1) Except as otherwise provided by state law or this Code, any license issued by the city may be revoked or suspended for a violation by the licensee of any ordinance, rule, regulation adopted by the city or any state law violation whenever such violation is substantially related to the licensed activity.
- (2) Requests for suspension or revocation of a license shall be made by the department head of the department issuing such license to the Common Council. The Common Council shall determine whether to hold a hearing regarding the suspension or revocation of such license, whether to send a warning letter to the licensee, or that no action be taken on such license.
- (3) The hearing on whether to suspend or revoke any license shall be held before the Common Council and the hearing shall substantially comply with the provisions of Wis. Stats. §68.11. Judicial review of the decision of the Common Council shall be governed by Wis. Stats. §68.13.

- (4) A license suspension shall be for not less than 10 days and not more than 90 days. A license revocation shall be for twelve months during which time the licensee shall be ineligible to apply for reinstatement of a license that has been revoked.

106-3 Licenses required under other Chapters of this Code

The following licenses are required under the Code Section noted:

- (a) *Alcohol Beverage and Operator Licenses – Chapter 7;*
- (b) *Concrete Worker’s License - §22-10;*
- (c) *Dog and Cat License - §86-1;*
- (d) *Mobile Home Park - §90-4;*
- (e) *Sign Contractor - §98-4;*
- (f) *Auto Salvage Yard - §110-1;*
- (g) *Junk Collector/Dealer - §110-1;*
- (h) *Shows and Amusement, Carnival - §110-2;*
- (i) *Public Dance - §110-3;*
- (j) *Cigarette/Tobacco - §110-4;*
- (k) *Sexually Oriented Adult Entertainment Establishment - §110-5;*
- (l) *Weights and Measures - §110-7;*
- (m) *Pawnbrokers, Secondhand Article Dealers and Secondhand Jewelry Dealers - §110-8;*
- (n) *Taxicabs – Chapter 118;*
- (o) *Permits and licenses required under the Wisconsin Food Code (Wis. Stats. Chs. 97, 101 and 254 and Administrative Codes adopted thereunder) are issued by the State of Wisconsin through June 30, 2015.*

106-4 Reserved

106-5 Permits required under other Chapters of this Code

The following permits are required under the Code Section noted:

- (a) *Special Permit allowing alcohol beverages in the streets - §7-9;*
- (b) *Floodplain Land Use - §16-7(a)(2);*
- (c) *Use of Public Right of Way (newsboxes, vending machines, block parties, sidewalk café) - §22-8;*
- (d) *Building Materials in Street - §22-9;*
- (e) *Excavation - §22-11;*
- (f) *Curb Cut - §22-15;*
- (g) *Sump pump installation - §26-6(b);*
- (h) *Private well - §26-12;*
- (i) *Water meter installation - §26-14(c);*
- (j) *Post-construction runoff - §28-8*
- (k) *Pertaining to Park Use*
 - *Goose patrol – §30-2(d)(3)*
 - *Authorizing possession of intoxicating liquor in park - §30-2(h);*

- Park private vendor - §30-2(i);
 - Boat ramp - §30-4(h);
 - Use of park by private and public groups - §30-6;
- (l) *Pertaining to Public Trees*
- Planting, removal, maintenance and protection of public trees - §30-8(g);
 - Trim public trees - §30-9(c);
 - Preventing access of air and water to public trees - §30 – 9(e);
 - Attachment to trees - §30-9(g)
 - Planting trees on streets - §30-11(a);
- (m) *Soil Erosion Control - §42-8;*
- (n) *Building – Chapter 54;*
- (o) *Moving or Razing Structure - §54-8;*
- (p) *HVAC - §54-10;*
- (q) *Open Burning - §58-10;*
- (r) *Electrical – Chapter 62;*
- (s) *Plumbing – Chapter 66;*
- (t) *Chicken Keeping - §86-5;*
- (u) *Mobile Home off Mobile Home Park - §90-3;*
- (v) *Mobile Home Parking - §90-10;*
- (w) *Sign - §98-4;*
- (x) *Solicitor/Direct Seller – Chapter 114;*
- (y) *Room Tax - §134-1;*
- (z) *Parade - §138-2*

106-6 Permits Required Under this Chapter

(a) *Revocable Occupancy Permits*

(1) Encroachments on right of way or other City property other than for construction staging. Permission for encroachment or obstruction of City right of way or other City owned property, other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.

A. Request for a revocable occupancy permit shall be in writing and made to the Director of Planning and Economic Development (Director).

B. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.

C. Each requestor shall provide proof of liability insurance in such limits as approved by the City Attorney, which policy of insurance shall name the City of De Pere as an additional insured thereunder for purposes of the activity allowed in the permit.

D. Revocable occupancy permits for encroachments on right of way shall comply with Wis. Stats. §66.0425.

E. Each request shall be reviewed by the Director for compliance with State, Federal and local transportation and accessibility requirements. If the Director determines the request meets those requirements and the requirements of this section, the City Attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the Director or such conditions as may be required under this Code or State or Federal laws. Following execution of the permit by the applicant, it shall be executed by the Director on behalf of the City.

F. Permits may be administratively renewed if all permit requirements continue to be met.

(2) Encroachments on right of way or other City property for construction staging purposes. The Director of Public Works or, in his/her absence, the City Engineer (collectively "Director"), may issue a revocable occupancy permit as meets the requirements of this section allowing for the temporary use of City right of way or other City property for construction staging purposes. The Director may set a reasonable fee for the privilege of such permit.

(3) Appeal. In the event the Director disapproves an application for a revocable occupancy permit, the Director shall inform the applicant, in writing, of the reasons for disapproval. The applicant or any interested party may appeal the Director's decision to the Board of Public Works within ten (10) days after mailing the Director's notice to the address of the applicant as shown on the application. Such appeal must be in writing, and must inform the Board of the reasons why the applicant believes the Director's decision to be in error. Failure to so appeal a denial shall result in automatic approval of the denial without further action by the Director or Board of Public Works.

Within thirty (30) days after receipt of the appeal, the Board of Public Works shall hold a hearing which substantially complies with the conduct hearing requirements of Wis. Stats. §68.11(2). Within twenty (20) days after the hearing, the Board of Public Works shall issue a written decision which shall affirm, reverse or modify the determination of the Director. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. §68.13.

(4) Fee. The fee for revocable occupancy permits issued under this section, other than for construction staging purposes, shall be as determined by resolution of the common council.

(b) *Fireworks and Pyrotechnics Display*

(1) Pursuant to Wis. Stats. §167.20, the Mayor delegates to the Fire Chief or the Chief's designee, the authority to issue permits for the use within the City of those classes of fireworks or pyrotechnics for display within the City. No permit shall be issued to a person under the age of 18.

- (2) No person shall possess or use fireworks or pyrotechnics for which a permit is required without such permit.
- (3) Application for a permit shall be to the Fire Chief not less than 15 days in advance of the date of the display.
- (4) Permittee shall save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of Permittee's use of fireworks/pyrotechnics for display within the City. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than Two Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of the permit.
- (5) Permittee shall comply with all requirements of Wis. Stats. §167.10 and the current edition of the National Fire Protection Association Standard 1123 and all municipal ordinances in the handling of the fireworks/pyrotechnics.

OTHER ORDINANCE MODIFICATIONS

1. Repeal §150-22(4) authorizing 'special physician parking' permit.
2. Amend §22-8 (vending/collection boxes, newsboxes, café permits) to authorize Director of Public Works to issue permits using same process as revised §106-6 above.
3. Amend §30-9(g) (attachment to trees) to authorize Park Director to issue revocable occupancy permit using same process as revised §106-6 above.
4. Amend §130-5 regarding bicycle license requirements repealed in June 2010; language cleanup required.
5. Repeal §58-9 (underground/above ground storage tanks) since permits are handled by the State.
6. Amend §22-13 (obstructing gutters) to remove permit granted to contractors to place temporary bridges over any gutter.
7. Amend §26-5 (discharge of clear water on public street) to conform with current practice.
8. Amend §22-5(c) (grade setting fee) to conform with current practice.

9. Repeal §74-9 (safety, maintenance and operation of public swimming pools) to conform with current practice of providing for enforcement under Wisconsin Administrative Code.

DRAFT