



Common Council

335 South Broadway

Regular Meeting

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

Agenda

Wednesday, April 2, 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 Regular Meeting of the **Common Council** of the City of De Pere will be held on **April 2, 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 on TW Cable Channel 4; AT&T U-verse Channel 99; www.depere.tv. This meeting is also rebroadcast on TV throughout the week and available on demand at www.depere.tv.

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the March 18, 2014 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from Board of Park Commissioners for Approval of Donation from De Pere Optimist Club.*
6. Recommendation from the Board of Park Commissioners to approve request to amend De Pere Municipal code regarding discharge of firearms for hunting within the City Limits. (Recommendation from Finance/Personnel Committee to approve amending code failed in a 2-2 vote).
7. Resolution #14-29, Disallowance of Claim (Michael J. Selner).
8. Resolution #14-30, Authorizing Agreement for Consulting Services Between the City of De Pere and Somerville, Inc. (Braisher Park Shelter Remodel).
9. Resolution #14-31, Authorizing Amendment No. 2 to the Agreement Between the City of De Pere and J.F. Brennan Co., Inc. Regarding Occupancy of City Property Located at 1450 and 1500 Fort Howard Avenue.
10. Resolution #14-32, Authorizing Yoga in the Park Agreement.
11. Riverwalk listing of Revenues and Expenditures for review.
12. Voucher Approval.
13. Operator License Applications.
14. Future agenda items.
15. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons

Mayor

City Administrator

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Allyson Watson

Matthew Schachtner

Michael Selner

Bill Hartman

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

MEETING DATE: April 2, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the March 18, 2014 Common Council Meeting.

ATTACHMENTS:

- 3-18-2014 Common Council Meeting (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, March 18, 2014

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order by Council President Mike Donovan on March 18, 2014 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag. The Council said the Pledge of Allegiance.
3. Approval of the Minutes of the March 4, 2014 Common Council Meeting.

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

4. A Public Hearing to amend Section 16, De Pere Municipal Code regarding floodplain official map references is scheduled for 7:35 p.m. or soon after.

A. Notice of Public Hearing.

Clerk-Treasurer Shana Defnet stated that the Public Hearing was published in the Green Bay Press Gazette on March 5th and March 10th, 2014.

B. Recommendation from the Plan Commission.

City Planner Ken Pabich stated that Plan Commission recommended approval and he reviewed the ordinance changes with the Council.

C. Ordinance #14-06, Amending §16-1, De Pere Municipal Code Regarding Floodplain Official Map References.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderman
SECONDER:	Bob Heuvelmans, Alderman
AYES:	Bauer, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd, Scott Crevier

Attachment: 3-18-2014 Common Council Meeting (2016 : Approval of the Minutes of the March 18, 2014 Common Council Meeting.)

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

Brendan Matthews came forward during the public comment period to address the Council; he wished to apologize for not attending the Finance/Personnel Committee Meeting the week before. He represents the De Pere Police Association and requested that the Council review the grievance process. He handed out a copy of the grievance article to Council. Discussion followed. Council President Donovan stated that he would prefer that Brendan Matthews do this with the City Attorney at a different time and accepted Brendan Matthew's apology on behalf of the Council.

6. Recommendation from the Board of Public Works to Award Project 14-10 LED Street Lighting to De Baker, Inc.

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

7. Recommendation from the Board of Public Works to Award Project 14-13 Crackfilling to Asphalt Seal and Repair, Inc.

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

8. Recommendation from the Board of Public Works to Award Project 14-15 Sewer Cleaning and Televising to Green Bay Pipe & TV, LLC.

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

9. Resolution #14-21, Authorizing Submission Of Department Of Natural Resources (WDNR) Urban Nonpoint Source & Storm Water Program Planning Grant Application.

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

10. Resolution #14-22, Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit And Its Submission To The Department Of Natural Resources (DNR).

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

11. Resolution #14-23, Authorizing State / Municipal Agreement for STH 32/57 Construction Project.
Public Works Director Scott Thoresen noted that the Department of Transportation is moving this project to 2015; the staff memo indicated it would take place in 2016.

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

12. Resolution #14-24, Authorizing Agreement for Cleaning Services (Cleaning Solutions Services, Inc.).

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

13. Resolution #14-25, Authorizing Agreement for Cleaning Services (Pro One - Municipal Services Center).

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

14. Resolution #14-26, Authorizing Agreement With Surdex Corporation For Photogrammetric Services.

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

15. Resolution #14-27, Preliminary Resolution for Special Assessment for Storm Sewer on Lilac Lane.
Agenda Item #15 was addressed out of order after Agenda Item #4. Alderperson Kneiszel moved, seconded by Alderperson Donovan to approve the resolution.
Alderperson Lueck moved, seconded by Alderperson Kneiszel to open the meeting.

Upon vote, motion carried unanimously.

The following Lilac Lane residents spoke in opposition of the resolution:

Donald Abel stated that he lived in his home on Lilac for 27 years and his sump pump rarely runs. He reviewed the estimated cost per household for the main and for the hook up to laterals.

Megan Wolfert spoke in opposition of the resolution and expressed concerns about the cost of the project.

Lynette Brennan spoke in opposition of the resolution; suggested that if the resolution is approved, the permit fee should be waived.

Daniel Bangert spoke in opposition of the resolution, shared a bird's eye view of a recently installed garden that he believes is causing the extra water on the end of the street.

Diane Legomsky spoke in opposition of the resolution and stated that storm sewers are not necessary on Lilac Lane.

Christopher Calomb spoke in opposition of the resolution and stated that he has no issues with drainage.

Melissa Schmidt spoke in opposition of the resolution, asked about existing policy requirements to hook up to the lateral. She also questioned the noticing of the project and the lack of information for the residents on the cost of hooking up to the storm sewer lateral.

Brian Schmidt spoke in opposition of the resolution and offered some alternative ideas to this resolution.

Aldersperson Heuvelmans moved, seconded by Aldersperson Kneiszel to close the meeting. Upon vote, motion carried unanimously.

City Engineer Eric Rakers gave background on the project. He reviewed the timeline of public information meetings that were held for residents throughout the process. He explained why the upcoming resurfacing project of Lilac Lane is an opportune time to put in storm sewers. If they receive a request or get a complaint due to drainage they look at putting in a storm sewer. He reviewed the options presented by Brian Schmidt and explained why they wouldn't work for Lilac Lane. He explained why the City cannot predict the cost for residents to hook up to the storm sewer lateral. Discussion with Council followed.

RESULT:	DEFEATED [1 TO 5]
MOVER:	Jim Kneiszel, Aldersperson
SECONDER:	Michael Donovan, Aldersperson
AYES:	Jim Kneiszel
NAYS:	Bauer, Donovan, Heuvelmans, Lueck, Rafferty
EXCUSED:	James Boyd, Scott Crevier

16. Resolution #14-28, Preliminary Resolution for Special Assessments for Sanitary Sewer and Water Main on CTH PP from 185' South to 1330' South of Prosper Street. Agenda Item #16 was taken out of order and addressed after Agenda Item #15. City Engineer Eric Rakers gave a project overview of the sanitary sewer and water main on County Highway PP.

Aldersonperson Rafferty moved, seconded by Aldersonperson Kneiszel to open the meeting. Upon vote, motion carried unanimously.

David Ritchie stated that he is in favor of the project, but that the estimated cost has increased since it was first proposed in 2010. He stated it would be fair to property owners to use the assessment fees agreed upon in 2010.

Don Van Straten also stated that the extra cost was unfair to residents, and questioned why the water main had to run on both sides of the street.

Aldersonperson Donovan moved, seconded by Aldersonperson Kneiszel to close the meeting. Upon vote, motion carried unanimously.

City Engineer Eric Rakers explained the reason for the increase in assessments; this project has not been bid yet and these are only estimates. The assessments will be based on actual cost for the project. He explained that two water mains would be put in because the property is potentially commercial. Discussion followed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersonperson
SECONDER:	Jim Kneiszel, Aldersonperson
AYES:	Bauer, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd, Scott Crevier

17. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Aldersonperson
SECONDER:	Jim Kneiszel, Aldersonperson
AYES:	Bauer, Donovan, Heuvelmans, Kneiszel, Lueck, Rafferty
EXCUSED:	James Boyd, Scott Crevier

18. Operator License Applications.

CITY OF DE PERE - MARCH 18, 2014					
ITEM	NAME	ADDRESS	CITY	ST	5411
Previously Tabled Operator License Applications					
1	CAYO, CRAIG S.	1020 W. SPRING ST.	APPLETON	WI	5491
2	COFFEY, HEATHER M.	1848 VERLIN RD., APT. 8	GREEN BAY	WI	5430
3	CORRIGAN, NICOLE L.	733 OAK ST.	DE PERE	WI	5411
4	PAUL, CINDY L.	1680 W. MAIN CIRCLE #8	DE PERE	WI	5411
5	TELLER, DAOMA M.	1220 S. ERIE ST.	DE PERE	WI	5411
Temporary Operator License Applications					
1	ACHTEN, JAY G.	1190 DREWS DR.	DE PERE	WI	5411
2	DAY, DENNIS R.	1720 SUNNYSIDE LN.	DE PERE	WI	5411
3	GIBSON, GARRON G.	1857 BRIARWOOD CT.	DE PERE	WI	5411
Operator License Applications for the 2012-2014 Licensing Period					
1	BAUER, ALICIA S.	W1534 HWY 151	CHILTON	WI	5301
2	VANDER BLOOMEN, KELSEY E.	1336 S. OAKLAND AVE.	GREEN BAY	WI	5430

Aldersonperson Bauer moved, seconded by Aldersonperson Heuvelmans to approve Previously

Tabled Operator License Applications #1, 2, and 5, to deny Previously Tabled Operator License Application #3, and to table Previously Tabled Operator License Application #4. Upon vote, motion carried unanimously.

Aldersperson Bauer moved, seconded by Aldersperson Heuvelmans to approve Temporary Operator License Applications #1-3. Upon vote, motion carried unanimously.

Aldersperson Bauer moved, seconded by Aldersperson Heuvelmans to approve Operator License Applications #1 and 2. Upon vote, motion carried unanimously.

19. Future agenda items.
Aldersperson Heuvelmans requested review of the time frame for notifying individuals of our public meetings.
20. Adjournment. Aldersperson Donovan moved, seconded by Aldersperson Rafferty to adjourn the Common Council Meeting at 9:15 p.m.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 2, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from Board of Park Commissioners for Approval of Donation from De Pere Optimist Club.*

Staff is requesting approval to accept a donation of \$500 from the De Pere Optimist Club for the annual Easter Egg Hunt.

Thank you for your time and consideration.

ATTACHMENTS:

- 2014 Park Board Easter Egg memo (PDF)



Memorandum

To: Board of Park Commissioners

From: Lori Tonn
Senior Program Coordinator

Re: 2014 Easter Egg Hunt

Date: February 26, 2013

The De Pere Optimist Club would like to donate \$500 to the Community Center for the Easter Egg Hunt, which is a special event open to children ages 2-9 and is scheduled for Saturday, April 19th 2014. Like past years, the De Pere Optimist Club has co-sponsored this event by providing staff and a monetary donation to help cover some of the costs of candy, prizes and craft supplies.

In addition, the De Pere Area Men's Club will donate an additional \$100 to the Community Center for the Easter Egg Hunt, approved by Director Marty Kosobucki. Again, this monetary donation will help cover some of the costs of prizes, candy and the fee for the Easter Bunny. The special appearance by the Easter Bunny has proved to be a highlight of the day as he/she mingles, hands out treats, and takes pictures with the children throughout the event.

In past years this event cost approximately \$600 - \$700 to run. We are anticipating costs to be in that same range for this year. The donation from the De Pere Optimist Club, in addition to the \$100 donation from the De Pere Area Men's Club, previously approved, would help cover most of the costs associated with this event. Therefore, we are seeking Board of Park Commissioner's approval to accept the De Pere Optimist Club's donation of \$500 to the Easter Egg Hunt.

Thank you for your time and consideration.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 2, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve request to amend De Pere Municipal code regarding discharge of firearms for hunting within the City Limits. (Recommendation from Finance/Personnel Committee to approve amending code failed in a 2-2 vote).

The Park Board reviewed this issue and is recommending the City change its ordinance to allow for the discharge of weapons in defined areas. The Park Board is also recommending to include specific requirements in the ordinance change as outlined in the memo from our City Attorney, Judy Schmidt-Lehman dated on March 4, 2014 to the Finance/Personnel Committee.

On March 11, the Finance Committee reviewed this issue. The item failed after 2-2 vote. During the meeting, it was requested to have the Park Board review the issue considering it was investigating the deer herd issue.

I have included the information/attachments that were reviewed by the Finance/Personnel Committee and the Park Board on this issue. Attachments include:

- Letter from City Attorney, Judy Schmidt-Lehman to the Finance/Personnel Committee.
- Letter to City Administrator, Larry Delo from Robert Jansen requesting permission to discharge a firearm.
- Information table on estimated distances from different types of shot and firearms.
- Map generated by GIS Coordinator, Bill Boyle identifying areas that would be impacted with potential ordinance change.

ATTACHMENTS:

- Memo from City Attorney regarding request to amend ordinance (PDF)
- Letter request to amend ordinance to City Administrator (PDF)
- Map of City areas if discharge of weapons permitted (PDF)
- DNR Projectile travel distance (PDF)

CITY OF DE PERE

MEMO

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

From: Judith Schmidt-Lehman, City Attorney

RE: Request to Allow Discharge of Firearms for Hunting within City Limits

Date: March 4, 2014

Attached is a letter received by City Administrator Larry Delo requesting a change in city ordinance to allow the discharge of weapons within city limits for hunting purposes. Department heads from Parks, Recreation & Forestry, Planning, Legal, and Police met with Administrator Delo to discuss this request. It was the consensus of this group that a recommendation be forwarded to the Finance/Personnel Committee to not allow the discharge of firearms for hunting purposes within city limits. This recommendation is discussed in detail below.

Generally speaking, the regulation of hunting is within purview of the state and municipalities are prohibited from regulating hunting. Local governments may adopt a regulation that "...has an incidental effect on hunting, fishing or trapping, but only if the primary purpose is to further public health or safety." Wis. Stats. §29.038(3)(a).

The City currently prohibits the discharge of all weapons with certain exceptions under §8-2, De Pere Municipal Code. The group consensus to recommend no change in the City's current ordinance took into consideration the following:

1. Health and safety concerns exist with allowing firearms to be discharged within city limits based upon the distance most ammunition carries being incompatible with urban areas (see attached DNR information);
2. The discharge of bow and arrow or crossbow for hunting purposes is mandatorily allowed under state law; and
3. The lack of general public consensus to allow the discharge of as demonstrated by the response to the Parks & Recreation Department survey indicating a majority of responders not in favor of allowing hunting by bow and arrow or crossbow within the City unless tied to mitigating deer overpopulation issues.

If the Committee/Common Council wishes however to permit the discharge of firearms for hunting purposes within the City, it was also the consensus of the group that, to better ensure the public health and safety, the following requirements be imposed:

1. The property upon which the discharge is to occur is contiguous and adjacent to property in a neighboring community upon which the discharge of firearms is permitted;
2. The property upon which discharge is to occur is not platted and located in a R-1, Single Family Residence District or Conservancy District;
3. Written permission of the property owner must be obtained;
4. Shotguns only are allowed to be discharged; slugs as ammunition are prohibited; and
5. Discharge less than 100 yards from any structure, public park or trail and less than 50 yards from the centerline of any roadway is prohibited.

Attached is a map prepared by Bill Boyle showing the areas within the City where shotgun discharge in conjunction with hunting would be permitted using the above criteria.

If you have any questions or concerns regarding this matter prior to the March 11, 2014 Finance/Personnel Committee meeting, please feel free to call any of the above mentioned department heads at your convenience.

JSL:jld

Attachments

cc: Lawrence Delo, City Administrator
Marty Kosobucki, Director of Parks, Recreation & Forestry
Ken Pabich, Director of Planning & Economic Development
Derek Beiderwieden, Chief of Police
Alderpersons Boyd, Kneiszel, Heuvelmans and Bauer

H:\jdupont\Memos\2014\Mayor & F-P - discharge of weapons 3-4-14-148-002-14.docx

February 12, 2014

Larry Delo
De Pere City Hall
335 S. Broadway
De Pere, WI 54115

Dear Mr. Delo,

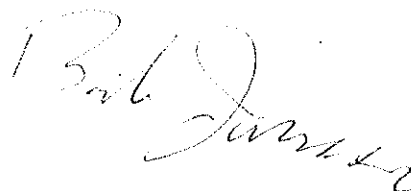
Several years ago we annexed our 120 acre family farm to the city of De Pere from Rockland township. Unfortunately when we did so, we unknowingly gave up the right to hunt with firearms on our property. Because of our family heritage of hunting and the need to hunt on this property to help control deer, geese, turkey, squirrels, rabbits, and coyotes we are approaching the City of De Pere to amend the ordinance that prohibits the discharge of firearms within city limits.

Our farm is bordered on the east, south and west by the Town of Rockland, which permits firearms discharge and hunting. To the north of our farm the nearest neighbor (which is only one house) is one quarter of a mile away. Any other residencies are one half mile away. Our farm lies south of Old Janssen Trail (north boundary), east of Highway 57 (west boundary) north of Old Martin Road (south boundary) and on the east boundary is land belonging to residents of the Town of Rockland. (Please see enclosed map.)

Once again we are asking the City of De Pere to consider amending the city ordinance to allow hunting on our farm.

Thank you.

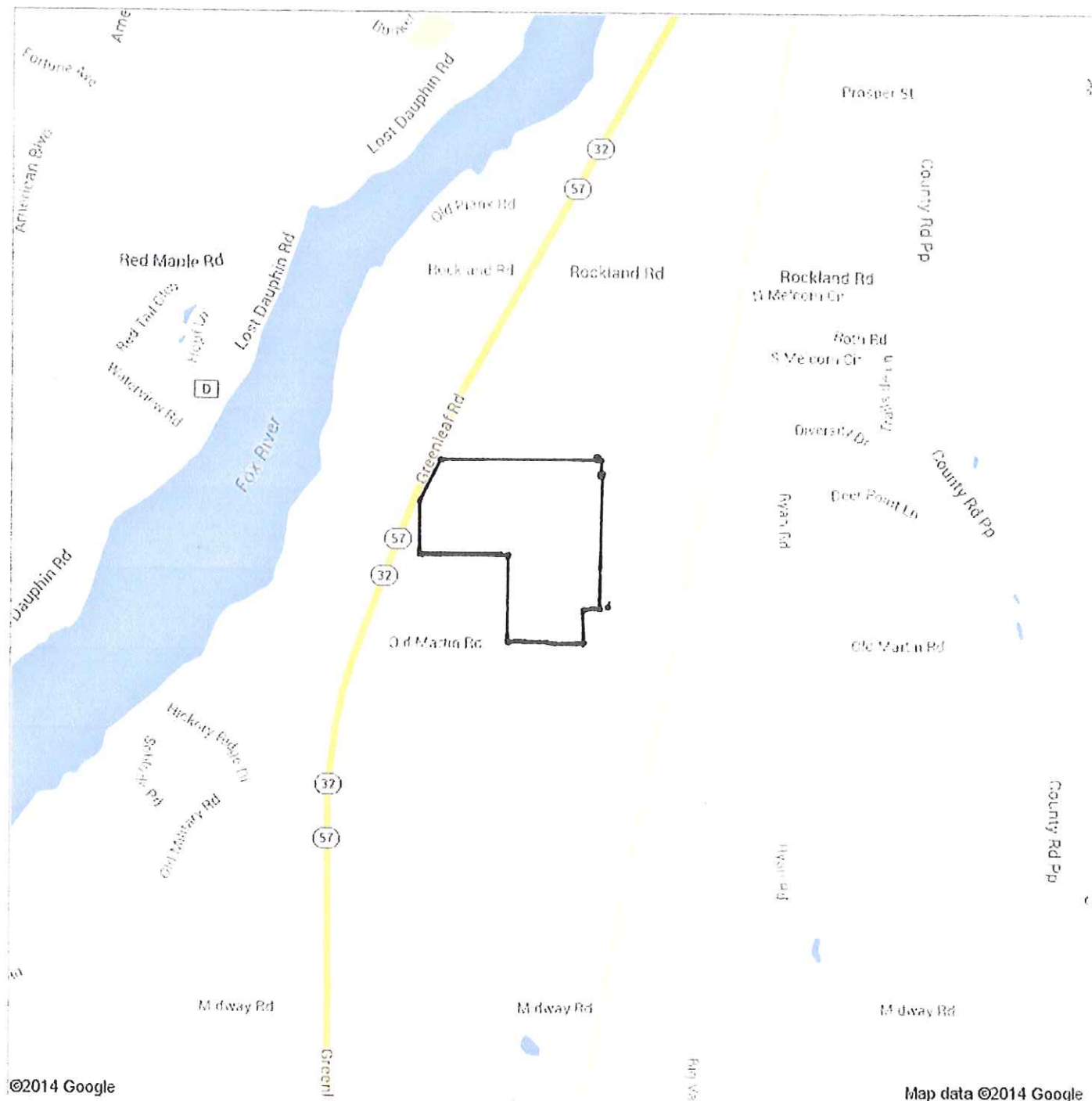
Robert Janssen



3234 Old Janssen Trail
De Pere, WI 54115
920-336-4448

cc: Ken Pabich

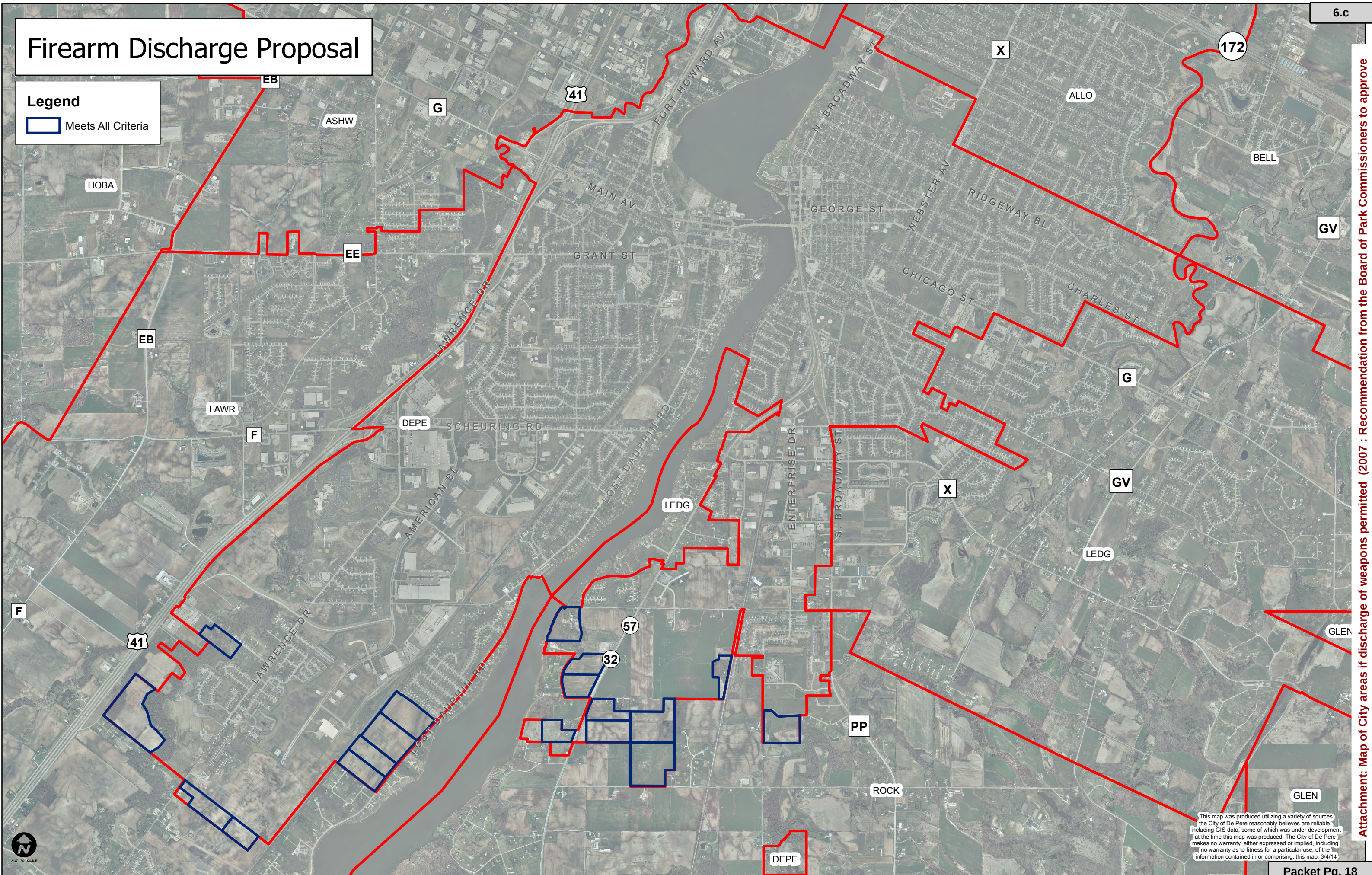




Firearm Discharge Proposal

Legend

 Meets All Criteria



Attachment: Map of City areas if discharge of weapons permitted (2007 : Recommendation from the Board of Park Commissioners to approve

Rifle: Maximum Projectile Range with Lead

Caliber	Miles	Feet	Acres
.22 short	<1	3960	6
.22 long	<2	6336	9.6
.22 win mag	<2	7920	12
222 round	<3	11,088	16.8
.243 round	<3	13,200	20
.270 round	<3	13,728	20.8
7mm mag	<4	18,480	28
30-30	<2	9,240	14
30-06	<4	17,424	26.4
300 savage	<3	13,200	20
300 H and H	<3	13,728	20.8
308	<3	12,144	18.4
338	<3	14,784	22.4
35 Rem	<2	7920	12
45-47	<2	9,240	14

5,280 feet in 1 miles
 2,640 feet in 1/2 mile
 1,320 feet in 1/4 mile
 660 feet in 1/8 mile

Shotgun: Maximum Projectile Range with Lead

Shotsize	Miles	Feet	Acres
#9	<1/8	600	0.9
#7.5	<1/4	700	1.06
#6	<1/4	800	1.21
#5	<1/4	900	1.36
#4	<1/4	950	1.43
#2	<1/4	1100	1.66
#0	<1/2	1800	2.7
#00	<1/2	1900	2.8
Slug Distances			
1 oz Slug	<1	3700	5.6
410 slug	<1	2800	4.2

5,280 feet in 1 miles
 2,640 feet in 1/2 mile
 1,320 feet in 1/4 mile
 660 feet in 1/8 mile

Handgun: Maximim Projectilve Range with Lead

Caliber	Miles	Feet	Acres
.25 ACP	<1	3300	5
.45 ACP	<2	5350	8.1
.38 SPL	<2	5750	8.7
.357 Mag	<2	6600	10
.40 S&W	<2	6600	10
9x19 mm para	<2	6600	10
.44 Mag	<2	7000	10.6

5,280 feet in 1 miles
 2,640 feet in 1/2 mile
 1,320 feet in 1/4 mile
 660 feet in 1/8 mile

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: April 2, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #14-29, Disallowance of Claim (Michael J. Selner).

ATTACHMENTS:

- Reso14-29 (DOCX)
- Selner Claim (PDF)

RESOLUTION #14-29

DISALLOWANCE OF CLAIM
(Michael J. Selner)

WHEREAS, a Notice of Claim and Claim was filed by Michael J. Selner (“claimant, 516 N. 8th Street, De Pere, WI 54115, in the City Clerk’s Office on January 6, 2014; and

WHEREAS such Notice and Claim alleges that on January 2, 2014, the Claimant sustained damages when abnormally low temperatures caused a city water main to break, potentially undermining the foundation and causing flow problems in sprinkler lines on his property; and

WHEREAS, the cost to repair the sprinkler system was \$6,010, with no monetary damage claim made for unknown foundation damage; and

WHEREAS, the water main break was an occurrence which the City has no ability to control or prevent and of which the City had no prior knowledge was going to occur; and

WHEREAS, this matter has been reviewed by the City’s liability insurance carrier which has determined that there is no evidence the City knew or should have known the City’s water main at this location would break due to the unseasonable climate and was therefore not negligent in the operation and maintenance of its water main and therefore, the City was not negligent or legally responsible for damages caused by the water main break on January 2, 2014.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by Michael J. Selner be, and the same is hereby denied, and that no action on this claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

Attachment: Reso14-29 (2014 : Resolution #14-29, Disallowance of Claim)

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the claimant, Michael J. Selner, as a Notice of Disallowance.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso14-29 (2014 : Resolution #14-29, Disallowance of Claim)

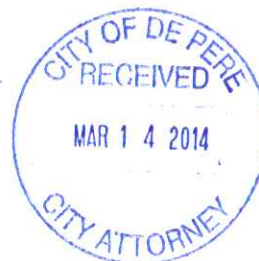
BI AL MIDWEST
WAUSAU BUSINESS INSURANCE COMPANY
PO BOX 7214
LONDON KY 40742-7214



Telephone: (800) 537-2350
Fax: (888) 325-8127

March 7, 2014

Michael J Selner
516 N 8TH ST B
De Pere WI 54115



Claimant: Michael J Selner
Claim Number: P 346-050321-01
Customer: City Of De Pere
Date of Loss: 01/02/2014

Dear Michael J Selner:

After consideration of your claim, I have concluded that our insured is not responsible for this accident. We are denying your claim based on our investigation.

Unless there are additional facts that you would like to submit for my further review, I am closing my file.

I understand you will be disappointed by this decision. However, our obligation as an insurer is to pay only those claims for which our insured(s) are legally responsible.

Please feel free to contact me if you have any questions. You can reach me at extension 35591.

Sincerely,

MICHAEL MAGNARINI
CLAIMS CASE MANAGER II

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: 7:30 P.M. JANUARY 2, 2014
2. Location of Incident: 516 N. 8th St.
3. Name of Injured Person/Owner of Damaged Property: MICHAEL J. SELNER (Age if Minor:)
4. Address: 516 N. 8th St. B, DE PERE, WI 54115
5. Telephone Number: (H) (C) 920-680-6100 (W)
6. Please give a detailed description of the incident (use back of form if necessary):
WATER MAIN IN STREET BROKE. WATER UNDRAMINED
CONCRETE ALONG BUILDING AND CAME UP ALONG FOUNDATION
FOR HOURS. THEY DIDN'T FIND THE BREAK FOR ALMOST 11 HOURS.
7. Total Amount of Claimed Damages: \$ UNKNOWN (Attach itemized statements/bills)
8. Witness name, address and telephone number: MARY KOLKEN 371-3231 SAW THE BROKEN MAIN

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

Date

1/6/14

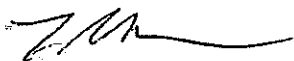
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

City of DePere
Clerk – Treasurer's Office
335 S. Broadway St.
DePere, WI 54115

This is in addition to the Liability Claim Information Form filled out on 1/6/14.

Just after the incident January 2, 2014 we experience air gurgling in our sprinkler lines and then the flow switch started to leak. We called Reeke Marold to come fix and discovered we now have a flow problem in our lines. There may have been dirt and rocks along with the air from the break in the main that was next to our lateral that caused these problems. This is costing us \$6,010 to repair.



Mike Selner
VP, TCD Homes
516 N. 8th St
DePere, WI 54115



REEKE-MAROLD
— COMPANY —
MECHANICAL CONTRACTORS & ENGINEERS

QUOTE

REEKE-MAROLD COMPANY
1337 S BROADWAY
GREEN BAY, WI 54304
Ph. (920) 435-5377 Fx. (920) 435-5379

DATE: JANUARY 24, 2014

EXPIRATION DATE 2/24/14

TO: Mike Selner
TCD Homes
516 N. 8th Street
DePere, WI 54115

QUOTE PREPARED BY:		TITLE	E-MAIL	PAYMENT TERMS
Doug Dvorak		Fire Protection Service Manager	ddvorak@reekemarold.com	Due on receipt
QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL	
1	Install (1) new 6" Double Check Assembly. With this new installation, we will do a total rebuild of your current riser. The main drain piping and FDC piping will all be tied back into the existing.		\$5,600.00	
	Please note: Water will need to be shut off at the street for the work to be completed.			
			TOTAL	\$5,600.00

This is a quotation on the goods named, subject to the conditions noted. Conditions include: All work to be done during normal working hours. Working hours are 7:00 am to 3:30 pm. All paper work to satisfy state and local codes are included. Please call with any questions regarding this quotation.

To accept this quotation, sign here and return: _____

Title: _____ PO#: _____

Mike Selner

From: Doug Dvorak <ddvorak@reekemarold.com>
Sent: Friday, January 24, 2014 1:06 PM
To: mselner@tcdhomes.com
Subject: TCD Homes - New Backflow
Attachments: TCD Homes - New Backflow.pdf

Mike

Please find attached the quote for adding a new 6" Double Check Assembly to your Sprinkler Riser. The additional cost of replacing the flow switch is \$410.00. If you have any questions on any of this, please let me know.

Thanks

Kind Regards,

Doug Dvorak
Service Manager / Project Manager
Fire Protection Division

The Reeke-Marold Company
1337 S. Broadway
Green Bay, WI 54304

Ph. 920.435.5377
Cell 920.450.7632
Fax 920.435.5379

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 2, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #14-30, Authorizing Agreement for Consulting Services Between the City of De Pere and Somerville, Inc. (Braisher Park Shelter Remodel).

The City has budgeted \$60,000 to redesign and renovate the Braisher Park Shelter. The goal of redesigning the shelter is to bring it into compliance with the American with Disabilities Act standards, and to provide external entry bathrooms. We accepted two bids for the design work and are summarized below;

Company	Quote
Somerville, Inc.	\$7,400
Graef	\$17,500

Staff Recommendation: Accept quote from Somerville, Inc.

ATTACHMENTS:

- Reso14-30 (DOCX)
- Somerville (Braisher Shelter design) 3-14-151-001-14 (DOCX)
- Exhibit A - Somerville(DOCX)
- Exhibit B - Somerville(PDF)
- Somerville.Quote (PDF)
- Graef.Quote (PDF)

RESOLUTION #14-30

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND SOMERVILLE, INC.
(Braisher Park Shelter Remodel)

WHEREAS, the City is in need of design, bid and remodel services for the shelter in Braisher Park; and

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

WHEREAS, the Board of Park Commissioners has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Somerville, Inc. (Braisher Park Shelter Remodel) as is attached hereto and incorporated herein by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-30 (2010 : Resolution #14-30, approve contract for design services in renovatin)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND SOMERVILLE, INC.
(Braisher Park Shelter Remodel)**

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of De Pere, Wisconsin, ("City"), and Somerville, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of design, bid and remodel services for the shelter in Braisher Park; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information and items as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed as per timeline provided in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their

response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

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

Charges for reimbursable costs will only be paid by City if agreed to by separate writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.

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

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

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

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

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

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

XIX. MEDIATION

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

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

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

XIX. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: Parks, Recreation & Forestry Director
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Somerville, Inc.
 Attention: Matthew J. Schachtner
 2100 Riverside Drive, Suite 300
 Green Bay, WI 54301

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

SOMERVILLE, INC.

By:

CITY OF DE PERE

By:

Print Name: _____

Title: _____

Michael J. Walsh, Mayor

Print Name: _____

Title: _____

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2014\Somerville (Braisher Shelter design) 3-14-151-001-14.docx

**Request for Proposals
For
Braisher Park Shelter – Design services for remodel**

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I. Introduction

a. Project Summary

The De Pere Park, Recreation and Forestry Department is issuing a request for quotes to professionally design the remodeling of a park shelter, and to generate plans and specifications for bidding the project.

The City of De Pere has approved \$60,000 in the 2014 Budget to conduct the design, bid and eventual remodeling of the park shelter.

Construction of the remodeling is tentatively scheduled to take place in September of 2014.

The consultant and firm selected to perform the design work shall report and work with the Director of Parks, Recreation and Forestry to complete the work as outlined in this request for Quotes.

b. Project Contact Person

Questions or concerns regarding the request for quotes shall be directed to:

Marty J. Kosobucki
 Director of Parks, Recreation and Forestry
 City of De Pere
 925 S. Sixth Street
 De Pere, WI 54115
 Office: (920) 339-8358
 Department Phone: (920) 339-4065
 E-Mail: mkosobucki@mail.de-pere.org

c. Directions for Submittal of Proposal

The consultant shall submit three (3) copies of the proposal, and three (3) copies of the proposed fee for performing the services.

The proposal shall be received by mail or e-mail no later than February 20, 2014 at 3:00 pm. Proposals may be mailed or dropped off at:

De Pere Park, Recreation and Forestry Department
 925 S. Sixth Street
 De Pere, WI 54115

Or, be e-mailed to: mkosobucki@mail.de-pere.org

E-mails or packages should be clearly marked in the following manner:

--Braisher Park Design Bid--

Envelopes or packages received after the deadline shall be returned unopened. Bids received via e-mail after the deadline shall be notified via e-mail of their late submittal and rejection.

d. Pre-Proposal Meeting

There are no pre-proposal meetings planned for this request for quote. Consultants wishing to discuss the project further should e-mail or contact Marty Kosobucki at the listed contact information.

II. Project Description

Braisher Park is a neighborhood park located at 630 N. Winnebago Street, on the east side of the City. The park is a little over 3 acres in size and includes a soccer field, playground, basketball court, and a park shelter built in the late 70's. The remodeling is necessary to bring the facility up to American with Disability Act standards and to improve the effectiveness of the facility to user groups. The current park shelter currently measures 20'x30', and has one interior entrance bathroom, multi-use space, and storage area.

The park has several different uses/activities, which include;

- Youth soccer games
- Summer Park Program (a summer supervised play area for kids).
- Shelter Rentals
- General neighborhood use of amenities

City staff has set the following goals for timing of key elements of the project;

- Committee approval of design consultant (March)
- Construction to begin of shelter remodel (September)

III. Scope of Services

The scope of work outlined below is to be used as a general guide and not intended to be a complete list of all work necessary to complete the project. Proposing consultants may suggest a modified scope as part of their proposal.

a. Conceptual Design

Research

1. The consultant shall meet with staff to evaluate the current facility, its condition.
2. The consultant shall review current and potential uses of the park shelter.
3. Review of any applicable state or zoning codes.
4. Review past and current plans for the park.

Design/Plans

1. Based on research and data, generate a preliminary design for review with staff.
2. Finalize design.
3. Generate preliminary estimate for project.

b. Design Development

Once the plan for remodeling has been finalized with staff, the consultant will develop final plans and specifications for the remodeling of the Braisher Park Shelter.

1. Prepare state approved plans for the remodel of Braisher Park Shelter.
2. Prepare a summary of quantities and Construction Cost opinion.
3. Preparation of other documents as needed for bidding the project.

IV. Proposal Requirements

a. Executive Summary

The Executive Summary should outline the approach of the consultant to handle the project, and should be done in terms that can be understood by the general public. Fees should not be included in this segment. The Executive Summary should be limited to one page.

b. Introductory Letter

The introductory letter should stipulate the following information;

- Terms and conditions outlined in the proposal are acceptable to the consultant, or if not, clearly define those elements and reasons for the objection.
- Person authorized to represent the consultant during the process (ie. Signing of agreement, research, design, etc...)
- Any additional items the consultant believes should be added to the project.

c. Description of the Firm

This segment should describe the firm, applicable projects, and any and/or all sub consultants to be used on the project. Sub consultant roles should be clearly defined. Elements that will be reviewed shall be;

- Background and stability of the firm.
- Background of any sub consultant and relationship with them.

d. Project Team and Experience with Similar Projects

This segment should outline the roles and responsibilities of the consultant and sub-consultants, and elaborate on the team's experiences on similar projects. This segment should include the following information;

- People within the firm that will work on the project, their role in the project, and their background.
- Sub consultants that will work on the project, their role in the project, and their background.
- Description of relevant projects, location, and reference.

e. Project Understanding

The consultant should discuss their understanding of the entire project, understanding of the park and uses, and their methods/approach they will use in accomplishing the project.

f. Project Schedule

The consultant shall outline and describe the project timeline they will propose. The timeline should describe dates/times of key tasks in accomplishing the scope of work described.

g. Additional Information

The consultant may submit any information that does not fit into other categories of the proposal in this segment.

V. Fee Information

The consultant shall submit a total estimated fee to accomplish the work outlined in this request for quotes. The fee structure shall outline the following:

- Total Fee for the project (this shall be a "not to exceed" amount).
- Hourly rates of each person involved with the project.
- Estimated hours of each consultant to complete the project.
- List of items, tasks, or data collection the City of De Pere shall perform.
- Identify any options for additional work that would go above and beyond the proposed Total Fee.

VI. Final Agreement Format

The City of De Pere attorney will review the consultant's standard agreement. Modifications to the agreement may be required at the Attorney's discretion.

VII. Insurance Requirements

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property

including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

VIII. Attachments

- a. Aerial view of Braisher Park

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

Fee (Total): _____

Fee Breakdown:

Pond 260B Modification Design (Including Outfall Stabilization): _____

Pond 270A Design (Including Storm Sewer or Swale): _____

WDNR Construction Site Erosion Control Permit: _____

WDNR Chapter 30 Permit: _____

Project Meetings (Two): _____

FEE AND REIMBURSABLES

Proposed Fee Schedule

Company Name: Somerville, Inc.

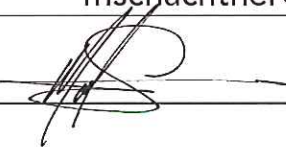
Company Address: 2100 Riverside Drive, Suite 300

Company Address: Green Bay, WI 54301

Company Representative: Matthew J. Schachtner

Phone Number: 920-437-8136

E:mail: mschachtner@somervilleinc.com

Signature: 

Fee (Total): \$7,400 plus reimbursables (please see next page for additional information)

FEE AND REIMBURSABLES

Proposed Fee Schedule

Company Name: Somerville, Inc.

Company Address: 2100 Riverside Drive, Suite 300

Company Address: Green Bay, WI 54301

Company Representative: Matthew J. Schachtner

Phone Number: 920-437-8136

E:mail: mschachtner@somervilleinc.com

Signature: 

Fee (Total): \$7,400 plus reimbursables (please see next page for additional information)

FEE AND REIMBURSABLES

Architectural and Engineering compensation is based on time required for professional services and the reimbursement of expenses necessarily incurred in the performance of that service. If additional services or scope changes are required, they would be proposed on a time and material basis. Somerville, Inc. will perform the services as outlined in the Braisher Park Shelter RFP proposal as follows:

■ **Total Fee for the project is not to exceed:** **\$7,400** *plus reimbursables**

■ Hourly rates of each team member:	Senior Project Architect	\$136.00 <i>per hour**</i>
	Senior Designer	\$ 90.00 <i>per hour**</i>
	Senior Designer of Engineering Systems	\$106.00 <i>per hour**</i>

■ **Estimated hours of each consultant to complete the project:**

Review current/past use, evaluate facility	2
Review applicable codes	1
Meetings (2)	6
Site Verification	4
Preliminary Plan, Final design, drafting existing plan	8
Generate preliminary Opinion of Probable Cost (OPC)	2
Architectural	18
Plumbing	16
HVAC (Venting)	3
Electrical	8
Update OPC and develop summary of quantities	6
Approval process	2
Specifications	12
Total	88 hours

■ **Items, tasks, or data collection the City of De Pere shall perform:**

City to provide any existing drawings (if any), input of City standards for fixtures, finishes, materials

**Reimbursables listed on following page.*

***Actual billings are based on the rates established below and are annually adjusted on the first of January. Premium charges for overtime hours are applicable only when requested by the client. Multipliers on the above rates are 1.30 and 1.60 for normal overtime and Sundays or holidays, respectively.*

FEE AND REIMBURSABLES

*TYPICAL REIMBURSABLE EXPENSES

Expenses which may be incurred in addition to the hourly fees above are outlined below. Reimbursable expenses are invoiced at their direct cost plus a 10% charge for coordination, management and invoicing.

TRAVEL: Travel, mileage and living expenses while away from the firm's office in conjunction with the work. Time spent during travel is charged to the project at the normal hourly rate. **NOTE: Somerville will NOT charge mileage to and from the project site for this project.**

REPRODUCTIONS: Prints, maps, photocopies, specifications and other reproductions, made for office or field use, and the cost of the distribution of such items.

APPROVALS: Plan review fees, inspection fees, and preparation of applications for securing approval of authorities having jurisdiction over the Project.

CONSULTING SERVICES: Work requiring outside specialized consulting services such as surveying, geotechnical tests / reporting, soil testing, storm water management, geo-thermal design, LEED certification, hazardous material testing and/or removal, air or water balancing testing, specialized design consultation, interior design, etc.

MISCELLANEOUS: The cost of postage in conjunction with the work. Sales, use or gross receipt taxes paid by the Architect for purchases or rentals in conjunction with the work. The cost of rentals in conjunction with the work described in this proposal such as lifts, etc. Any and all additional expenses will be reviewed and approved by owner prior to implementation.

INVOICES

Billing will generally be on a monthly basis. Payment for professional services is due and payable upon receipt. Carrying charges for overdue accounts beyond 30 days of billing date are charged at one percent (1%) per month of the amount due.

1150 Springhurst Drive, Suite 201
Green Bay, WI 54304-5950
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com



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February 20, 2014

Marty J. Kosobucki
Director of Parks, Recreation and Forestry
City of De Pere
925 S. Sixth Street
De Pere, Wisconsin 54115

SUBJECT: Braisher Park Design Proposal

Dear Marty:

In response to your Request for Proposal for the remodel of the Braisher Park Center, we are pleased to offer the following design proposal. We have reviewed all the terms and conditions outlined in your Requests for Proposal and find them to be acceptable.

GRAEF is a multidisciplinary engineering and planning firm that has been providing our clients with the highest level of technical expertise since 1961. We are headquartered in Milwaukee but we will serve your project from our Green Bay office with MEP support out of our Milwaukee office. GRAEF is made up of approximately 250 architectural and engineering professionals. GRAEF is annually rated in the top 500 design firms by Engineering News Record. We have included a number of cut sheets describing our firm and the services we offer.

We understand the project to be a remodeling of an existing bathroom facility in Braisher Park. The remodeling work is intended to bring the facility up to ADA standards and improve the effectiveness of the facility for the various user groups. Our design work will involve an evaluation of the facility, solicitation of input from the City and various user groups, the preparation of a preliminary plan for City review, the development of plans and specifications for the proposed remodeling work, and the development of an Opinion of Project Cost.

I will be serving as your main contact and project manager for this project. Jay Jensen will be responsible for the architectural portion of the project and will be supported out of our Milwaukee office. In accordance with the RFP, we have included a list of staff, task hours and hourly billing rates on the Proposed Fee Schedule form which is attached. Individual resumes can be provided upon request. We do not anticipate the use of any Subconsultants on this project.

We have included several cut sheets showing past recreation project work completed by the firm. References will be provided upon request.



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We anticipate starting the project immediately upon notification of project award. Our work would begin with a kick-off meeting with City staff. Our timeline for completing the project will be 90 days from the authorization to begin the work.

Our proposal includes all the services that will be required to design the project, prepare the bidding documents, and provide an Opinion of Construction Costs. The proposal does not include any costs associated with the actual bidding process or any services that are typically provided during the construction phase of the project, including site inspection, shop drawing review, or construction administration. These services can be provided upon request.

We have attached the Proposal Fee Schedule for the project. Included on the schedule is a list of staff, their anticipated project hours and billing rates.

If you have any questions concerning our proposal, feel free to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael J. Lefebvre'.

Michael J. Lefebvre, P.E.
Vice President

MJL: mjl

Enclosures



Name: Graef-USA Inc.

Size: 245 Employees

Legal Status: Corporation

GRAEF Mission:

We are dedicated to serving our public and private clients. Our ability to excel is driven by Integrity, Quality, and our Commitment to Customer Service.

GRAEF services can be utilized to solve a specific engineering difficulties or to assume total project responsibility. In all cases, the assigned project manager will draw upon a broad range of resources to complete an assignment.

Our objective is to use the best technical personnel to complete outstanding projects in a timely manner and within budget.

GRAEF Locations:

Milwaukee, Green Bay & Madison, Wisconsin;
Chicago Loop & Chicago Airport, Illinois;
and Orlando, Florida

Green Bay Office:

11150 Springhurst Drive
Suite 201
Green Bay, WI 54304
Phone: 920 / 592 9440
Fax: 920 / 592 9445

Firm Introduction

GRAEF began as an individual partnership founded as a structural engineering firm in 1961. The fledgling company was named Graef, Anhalt, Schloemer-Consulting Engineers. Today, the firm, a corporation, employs about 245 employees in six offices across the country and is the second largest engineering firm in the state of Wisconsin.

GRAEF is currently ranked in Engineering News and Report (ENR) Top 500 Largest Design Firms as well as 33 in Building Design & Construction (BD+C) list of the nation's Top Engineering-Architecture firms. BD+C has also ranked GRAEF among the nation's 200 largest green design firms.

GRAEF provides quality consulting services in:

- Electrical Engineering
- Structural Engineering
- Site/Civil Engineering
- Landscape Architecture
- Urban Design
- Traffic/Transportation Engineering
- Environmental Engineering
- Surveying and Field Services
- Planning
- Sustainable Design
- Mechanical Engineering
- Plumbing & Fire Protection Engineering
- Commissioning

Structural Engineering

Our structural engineers provide a wide range of design and investigative services for all types of projects, with quality being the foundation of every project. Our commitment to creating high caliber, efficient designs is achieved through skilled personnel and personal attention during every phase of the project.

Civil Engineering

The public works engineering staff at GRAEF is well qualified to help municipal clients solve a wide range of challenges. Ranging in size from individual sites to large regional developments, our varied project experience offers a clear understanding of municipal operations and the sensitivities involved with public projects.



Technical Expertise

GRAEF effectively serves the project needs of our clients with comprehensive skills in a wide range of technical fields.

Civil

- GIS and Computer Modeling
- Potable Water Systems
- Water Resource Management
- Site Development
- Stormwater Systems
- Subdivisions
- Utility System Expansions
- Wastewater Systems

Environmental

- Air and Noise Analysis
- Asbestos/Lead Management
- Brownfields
- Natural Resource Assessments
- Permitting
- Program Management/Planning
- Real Estate Due Diligence
- Soil/Groundwater Remediation
- Watershed Management
- Wetland Services

Field Services

- ALTA Surveys
- GPS Surveying
- Construction Management, Inspection, Staking
- Land Surveys and Mapping
- Right-of-Way Plats
- Subdivision Platting
- Topographic and Site Surveys

Industrial Architecture

- Additions
- Buildings
- Building Facades
- Parking Structures
- Renderings
- Renovations
- Roof Systems

Landscape Architecture

- Site Planning/Design
- Community Planning
- Urban Design
- Streetscapes
- Parks and Recreational Facilities
- Golf Course Development
- Sustainable Design
- Quarry Architecture

Mechanical/Electrical/ Plumbing and Commissioning

- Communication and Alarm Systems
- Fire Protection Systems
- HVAC Systems
- Interior and Exterior Lighting
- Plumbing Systems
- Power Distribution
- Process Piping and Gas Systems
- Ventilation and Exhaust Systems
- Total Building Commissioning
- LEED Accredited Services
- Energy Modeling and Audits
- Smoke Control System Inspections
- Construction Management

Operations Consulting

- Lean Manufacturing Design
- Plant Layout
- Process and Product Flow Analysis
- Process Utility Design
- Quality Control
- Set-up Reduction
- Staging and Material Logistics
- Work Cell Design

Planning

- Comprehensive Planning
- Urban Design
- Master Planning
- Main Street Redevelopment
- Corridor Redevelopment
- Property Development
- Plan Reviews
- Strategies for Sustainability
- Economic Development

Structural

- BIM (Building Information Modeling)
- Bridges
- Buildings
- Building Exteriors
- Foundations
- Forensic Analyses/Investigations
- Parking Structures
- Process
- Structural Systems

Transportation

- Curb and Gutter/Sidewalks
- Harbors and Marinas
- Pavement Design
- Railroad Spurs
- Relocation and Reconstruction
- Right-of-Way Services
- Roundabout Design



Hart Park Athletic Complex



The City of Wauwatosa contracted GRAEF to help restore this community asset back to the regional athletic venue it once was. Previously the home field for five football teams, Hart Park's usage had steadily declined due to age and declining quality of the grass football field, running track and stadium. GRAEF prepared a detailed report of different alternatives for renovations including a comparison of similar, local athletic facilities, preliminary design of five alternatives, a preliminary estimate of design and construction costs, and a financial analysis for possible revenue generation of the improved venue. The City used the report to move forward with a full reconstruction of the athletic field complex.

GRAEF designed the complete renovation of the athletic complex. Improvements include the replacement of eight tennis courts, reconstruction of the existing six lane track with an eight lane track and associated field event areas, the replacement of the natural grass football field with a synthetic turf multi-sport field, bleachers for 5,000 spectators with a new press box, new sports lighting, and water main and storm sewer infrastructure improvements. The design team successfully met a condensed schedule with the study, design, and construction completed in less than 12 months for the start of fall football.

Client:

City of Wauwatosa

Location:

Wauwatosa, WI

Services:

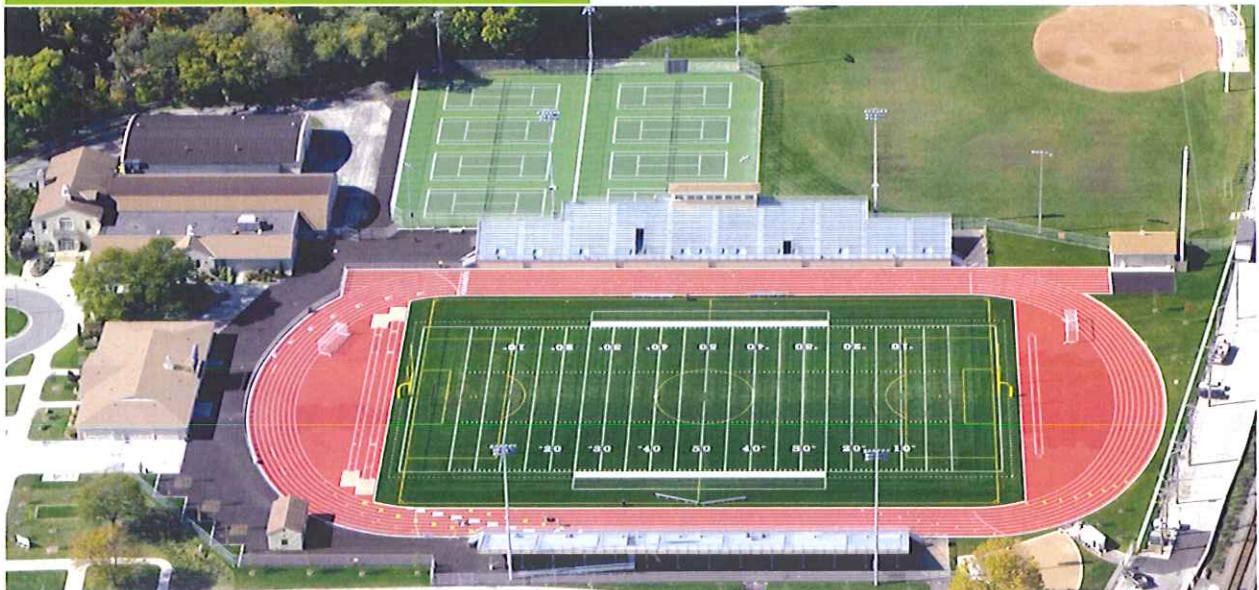
Site/Civil Engineering
Landscape Architecture
Electrical Engineering
Construction Services

Project Data:

\$4.4 million project cost

Awards:

American Sports
Builders Association
Single Field Award, 2010





Wauwatosa Hart Park Interpretive Playground

Families of Wauwatosa and the surrounding Milwaukee suburbs are enjoying a new playground, splashpad and bandshell at Hart Park. The theme of the playground and landscape elements at 70th and State Streets is pre-settlement Wauwatosa with tributes to the Menomonee River, Native Americans and the Schoonmaker Reef. The playground centers around naturalistic trees, logs and rock formations. Children can climb a rock wall, walk logs that serve as balance beams, lookout the large Eagle's nest and play in a large carved canoe.

The playground was designed by Engberg Anderson Architects and GRAEF. GRAEF provided site/civil engineering and landscape architecture for the site.

The site also features an emblematic sculpture which represents Wauwatosa Wisconsin's history.

Client:

City of Wauwatosa

Location:

Wauwatosa, WI

Services:

Site/Civil Engineering
Landscape Architecture

Project Data:

Two playgrounds
(younger and older children), splashpad,
bandshell



Town of Salem Community Park


Client:

Town of Salem

Location:

Salem, WI

Services:

Site/Civil Engineering

Landscape Architecture

Stormwater
Management

Site Illumination

Parking Services

Project Data:

10-acre Site

GRAEF was selected to design a community park active area located on 10 acres in the Town of Salem. The project included a 10-acre active use area consisting of two full size baseball diamonds, one combination soccer/football field, adequate parking with access, a pavilion/bathroom facility, a playground, and areas for open spaces and picnics. The soccer/football field includes space for moveable bleachers on both sides of the field. The active use area design did not impact the existing wetlands and primary environmental corridor.

GRAEF provided complete grading and drainage plans for all stormwater sewers, drainage swales, retention basins, and water quality improvements, meeting all Town, County, and State requirements. GRAEF provided a pavement design, grading plan, and typical section for all access roads, driveways, shared use trails, and a parking lot. GRAEF also prepared plans, specifications, and construction details for all site improvements including water requirements for both the pavilion/bathroom and irrigation of the sports fields, athletic field base and turf materials, perimeter fencing, related equipment and site lighting.





Washington Park Velodrome Restroom, Concession, & Storage Facility

Client:

City of Kenosha

Location:

Kenosha, WI

Services:

Industrial Architecture

Structural Engineering

Civil Engineering

Mechanical

Engineering

Electrical Engineering

Plumbing/Fire

Protection Engineering

Project Data:

Total project cost -
\$330,000

The new facility was designed to replace an existing structure serving the nationally known Velodrome for bicycle racing and the swimming pool. Challenges included retaining the steep hillside that the structure is built into, choosing appropriate finishes due to the potential for vandalism and accommodating the floodplain of the Pike Creek that part of the park is in. The building consists of 1,120 square feet and includes two restrooms, a concession area and a storage area. The walls are of a polished concrete masonry unit and the hip roof is shingles on wood trusses.

The 14-foot drop in the hillside from Washington Road to the finish floor of the structure is retained with multiple levels of retaining wall and terraces.



Gateway Plaza


Client:

City of Neenah

Location:

Neenah, WI

Services:

Landscape Architecture

Civil Engineering

Electrical Engineering

Structural Engineering

Project Data:

25,000 square foot
urban plaza

\$1 million construction
cost

This new centerpiece of downtown Neenah is designed to be the predominant gathering spot in the business district as well as a gateway into the expanded Neenah Park and Trail System. A unique entry court with kinetic art is designed to draw in views while screening undesirable views.

The "Wind Walls" are large kinetic sculpture that have reflective qualities similar to "The Bean" in Chicago, utilizing the wind to create movement and light. The sculpture has the ability to have light projected onto its surface allowing for changing colors, themes and messages. Each Wind Wall is flanked with tall fescues and adjacent seating that creates "Art Coves" allowing for independent viewing and meditation of changing art and sculpture.



The large pedestrian plaza is designed for large group gathering while serving as fire access for existing and future adjacent buildings. The center of the plaza includes in-ground "Dance Chimes" allowing children to make music or play with the interactive piece. The rear of the plaza is anchored with a Bosque of cypress creating a natural buffer into the park system. The cypress were selected to create an outdoor room that changes throughout the seasons. The plaza includes a permanent (70 foot tall white spruce) holiday tree that allows for seasonal variety. The project is in construction and should be completed in the fall of 2012.



City of Neenah Parks/ Trails

wildlife viewing areas, and a canoe and kayak launch. In addition, the park will serve as central point of interest for a paved bicycle and pedestrian path leading to/from the Menasha Trestle Trail the heart of downtown Neenah. In order to avoid sensitive areas and meet ADA accessibility guidelines, this path will include a ravine crossing as well as a 390 foot long timber boardwalk across the mouth of the Neenah Slough. Full hydraulic design was performed on the boardwalk structure, ensuring that it will meet state navigational and flood control requirements.

Client:

City of Neenah

Location:

Neenah, WI

Services:

Landscape Architecture

Civil Engineering

Electrical Engineering

Structural Engineering

Project Data:

25,000 square foot

urban plaza

\$1 million construction

cost

As more pedestrians than ever take to the streets in urban areas, local communities are stepping up to create spaces designed to welcome them, and to encourage bicycle and pedestrian exploration of downtowns and adjacent recreational areas. GRAEF has taken a supporting role as the City of Neenah is in the process of improving several downtown parcels to promote a pedestrian/bicycle-friendly environment. Four projects in the City of Neenah are currently under design by GRAEF civil and landscape professionals to allow enjoyable and easy access to downtown as well as new lakefront park areas.

Herb & Dolly Smith Park

This park will be located on the site of a former fueling station and blighted undeveloped areas and will offer amenities to suit several types of outdoor recreation enthusiasts. Highlights of the park include a shelter with restrooms and open-air picnic space, walking paths with

Park Site #2

This proposed park will be constructed on a tract of land created by waste fill deposited from the nearby former paper mill. The location is locally known as Arrowhead Park. The status of this parcel as a brownfield site limits the commercial development opportunities but provides a location to create a natural lakefront recreation space near the heart of the downtown Neenah. Proposed development of the site will extend the asphalt bicycle and pedestrian path from the boardwalk structure along the lakeshore. Additional natural surface trails and picnic areas will be developed in the interior of the site.

Park Site #1

This park will be located along the lakeshore on the site of a former wastewater treatment facility that processed sludge water from the former P.H. Glatfelter Paper Mill. The parcel also contains capped waste material and debris from the deconstruction of the former mill buildings. Development on the site will include extension of the asphalt bicycle and pedestrian path, along with an at-grade railroad crossing to provide pedestrian/bicycle access directly to downtown. The park will provide a natural recreational space in the middle of an urban environment. Large interior berms on the site will provide character and screening from the adjacent steam plant and adaptively store and cap excess waste materials.

Parks and Recreation Facilities

Waukesha County Parks, Delafield, WI - Toilet Facilities – Plumbing design for park restroom and concessions stands. Design included sanitary waste and vent, domestic hot and cold water systems with water softeners.

Beach House Renovation, Great Lakes Naval Base, Chicago, IL. -

Plumbing design for beach restroom renovation of existing plumbing systems. Design included replacement of sanitary waste and vent, domestic water main, internal domestic hot and cold water, replacement of and selection of Plumbing fixtures including water closets, lavatories, showers and drinking water coolers.

Concordia University Baseball Stadium Baltimore Orioles– Sarasota, FL – New construction of stadium including new concession stands and kitchen equipment, new toilet facilities for the public use, private booths and team locker rooms. Design included sanitary waste and vent, domestic hot and cold water, primary and secondary storm water system, toilet and locker room facilities for stadium

Arena Building “The Burrow” – Florida Atlantic University, Boca Raton, FL – renovation of existing basketball stadium to include redesign of sanitary waste and drainage and domestic hot and cold water systems for public toilet facilities, locker rooms and concession stands with a fully designed fire sprinkler system.

Ed Smith Baseball Stadium – Milwaukee, WI – Renovation of stadium including new concession stands and kitchen equipment, new toilet facilities for the public and Club Level areas. Design included sanitary waste and vent, domestic hot and cold water, natural gas piping, primary and secondary storm water system, potable and non-potable water supplies for toilet facilities and a fully designed and calculated fire sprinkler system

Mukwonago YMCA, Mukwonago, WI - Design and construction of pool, gym and office/learning center. Design included sanitary waste and vent, domestic hot and cold water, primary and secondary storm water system, duplex pool discharge sewage ejectors, gas fired water heaters with heat recovery shell and tube coils from co-gen units waste heat, compressed air systems, toilet and locker room facilities for pool and gym, Scope Fire Protection design for convention and conference center.

Kalahari Concessions – Sandusky, OH – 5,000 SF - Design and construction of concessions stands for resort pool area. Design included sanitary waste and vent, grease waste and vent, domestic hot and cold water for concessions stand and toilet facilities.

Kalahari Convention and Conference Center, Sandusky, OH – 125,000 SF - Design and construction of convention and conference center. Design included sanitary waste and vent, grease waste and vent, domestic hot and cold water, primary and secondary storm water system, compressed air systems, and full service kitchen facility design and renovation to existing kitchens, Scope Fire Protection design for convention and conference center included wet, dry and FM-200 systems.

Big Springs Water Park, Houston, TX - Design and construction of concessions stands for resort pool area. Design included sanitary waste and vent, grease waste and vent, domestic hot and cold water for concessions stand, pool equipment room and toilet facilities.

Proposed Fee Schedule

Company Name: Graef-USA Inc. (dba GRAEF)

Company Address: 1150 Springhurst Drive, Suite 201

Company Address: Green Bay, Wisconsin 54304

Company Representative: Michael J. Lefebvre, P.E.

Phone Number: (920) 592-9440

E: mail: michael.lefebvre@graef-usa.com

Signature: 

Fee (Total): \$17,500

Staffing/Hourly Rates:

Name	Team Role	Work Effort(est.)	Hourly Rates
Michael Lefebvre	PM/Bidding Documents	16 hours	\$150
Jay Jensen	Architectural	100 hours	\$80
Andrew Walther	Electrical QA	4 hours	\$135
Heather St. Ledger	Electrical Design	40 hours	\$85
Jason Gerke	MEP QA	4 hours	\$125
Richard Koenig	Plumbing	10 Hours	\$115
Liza Cusimano	Plumbing	8 hours	\$65
Nathan Koepke	HVAC	5 hours	\$95
Marcin Selm	HVAC	4 hours	\$85

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 2, 2014

DEPARTMENT: Board of Park Commissioners

FROM: Marty Kosobucki

SUBJECT: Resolution #14-31, Authorizing Amendment No. 2 to the Agreement Between the City of De Pere and J.F. Brennan Co., Inc. Regarding Occupancy of City Property Located at 1450 and 1500 Fort Howard Avenue.

We have received a request from JF Brennan to renew their rental agreement with the City to use the Perkofski Boat Launch and parking lot behind the Ice Arena. JF Brennan uses the area in coordination with their efforts to clean up PCB's from the Fox River. Due to the timing of when the request was received and when JF Brennan would like to get started, we have sent their request directly to City Council for consideration.

ATTACHMENTS:

- Reso14-31 (DOCX)
- JF Brennan Amendment No. 2 (DOCX)

RESOLUTION #14-31

AUTHORIZING AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN THE CITY OF DE PERE AND J.F. BRENNAN CO., INC.
REGARDING OCCUPANCY OF CITY PROPERTY LOCATED AT
1450 AND 1500 FORT HOWARD AVENUE

WHEREAS, the City of De Pere (“City”) and J.F. Brennan Co., Inc. (“J.F. Brennan”) are parties to an Agreement dated May 21, 2010 and amended on May 30, 2013, regarding J.F. Brennan occupancy of City property located at 1450 and 1500 Fort Howard Avenue; and

WHEREAS, the amended Agreement term ran through November 30, 2013; J.F. Brennan now wishes to extend the length of the Agreement to terminate on November 30, 2014; and

WHEREAS, the parties agree to abide by the terms of the Agreement dated May 21, 2010; and

WHEREAS, the parties believe the most efficient mechanism for memorializing the above extension is to add Amendment No. 2 to the Agreement Between the City of De Pere and J.F. Brennan Co., Inc. Regarding Occupancy of City Property Located at 1450 and 1500 Fort Howard Avenue, attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Amendment No. 2 as is attached as Exhibit A, together with subsequent renewals thereof provided the terms and conditions are substantively similar and approved by the Parks Director and City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Resolution #14-31
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin this 2nd day of
April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-31 (2006 : Resolution #14-31, Agreement with JF Brennan for Fairgrounds property.)

**Amendment No. 2 to the
Agreement Between the City of De Pere and J.F. Brennan Co., Inc. Regarding Occupancy of
City Property Located at 1450 and 1500 Fort Howard Avenue**

This Amendment No. 2 to the Agreement Regarding Occupancy of City Property Located at 1450 and 1500 Fort Howard Avenue ("Agreement") is entered into effective as of _____, 2014, by and between the City of De Pere, a Wisconsin Municipal Corporation ("City") and J.F. Brennan Co., Inc., a Wisconsin Corporation ("J.F. Brennan") as follows:

WHEREAS, the Agreement term ran through November 30, 2012;

WHEREAS, Amendment 1 of the Agreement extended the term of the Agreement through November 30, 2013;

WHEREAS, J.F. Brennan now wishes to extend the term of the Agreement to terminate on November 30, 2014;

WHEREAS, the parties agree to abide by the terms of the Agreement dated May 21, 2010;

WHEREAS, the parties believe the most efficient mechanism for memorializing the above extension is to add Amendment 2 to the Agreement.

NOW, THEREFORE, and in consideration of the above, the City and J.F. Brennan do hereby agree and covenant as follows:

SECTION I - USE OF CITY PROPERTY

J.F. Brennan and the City hereby agree to abide by the terms as outlined in Section I of the Agreement dated May 21, 2010.

SECTION II – CONDITIONS ON USE OF CITY PROPERTY

J.F. Brennan and the City hereby agree to abide by the terms as outlined in Section II of the Agreement dated May 21, 2010.

SECTION III - INSURANCE AND INDEMNIFICATION

J.F. Brennan and the City hereby agree to abide by the terms as outlined in Section III the Agreement and J.F. Brennan shall provide a certificate of insurance indicating coverage as required in the Agreement dated May 21, 2010, no later than 15 days after execution of this Amendment.

SECTION IV – OCCUPANCY FEES

J.F. Brennan and the City hereby agree to abide by the terms as outlined in Section IV of the Agreement dated May 21, 2010 and shall pay the City the sum of \$5,000 for the Occupancy

Period defined below, no later than 15 days after execution of this Amendment.

SECTION V – TERM AND TERMINATION OF AGREEMENT

J.F. Brennan and the City hereby agree to abide by the terms as outlined in Section V of the Agreement dated May 21, 2010 and understand that this Amendment (Amendment 2) extends the length of the Agreement to expire on November 30, 2014.

SECTION VI – MISCELLANEOUS

J.F. Brennan and the City hereby agree to abide by the terms as outlined in Section VI of the Agreement dated May 21, 2010.

Dated this _____ day of _____, 2014.

J.F. Brennan Co., Inc.

By:

Name:

Title:

City of De Pere

By:

Name: Michael J. Walsh

Title: Mayor

Attachment: JF Brennan Amendment No. 2 (2006 : Resolution #14-31, Agreement with JF Brennan for Fairgrounds property.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 2, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #14-32, Authorizing Yoga in the Park Agreement.

Definitely De Pere is requesting to renew the agreement we piloted last year in offering a Yoga in the Park program. The program was a success and the Board of Park Commissioners is recommending renewing the agreement.

ATTACHMENTS:

- Reso14-32 (DOCX)
- Yoga in the Park Agreement 3-14 (DOCX)
- Exhibit B - Yoga (PDF)
- Definitely De Pere Agreement (PDF)

RESOLUTION #14-32

AUTHORIZING YOGA IN THE PARK AGREEMENT

WHEREAS, in the summer of 2013 the City allowed Yoga in the Park classes for participants and wishes to allow the same for the summer of 2014; and

WHEREAS, Definitely De Pere again wishes to co-sponsor this event by subcontracting professional instructional services for Yoga in the Park from a certified yoga instructor whose studio is in the City of De Pere, subject to the terms and conditions listed in the Yoga in the Park Agreement, attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, this matter has been reviewed by the Board of Park Commissioners which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Parks, Recreation and Forestry is authorized and directed to enter into such Yoga in the Park Agreement as is attached as Exhibit 1, together with subsequent renewals thereof provided the terms and conditions are substantively similar and approved by the Parks Director and City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of April, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

YOGA IN THE PARK AGREEMENT

This agreement is made between the **CITY OF DE PERE**, a municipal corporation (hereinafter referred to as "**CITY**"), and **DOWNTOWN DE PERE, INC. d/b/a DEFINITELY DE PERE ("DEFINITELY DE PERE")**, coordinator for **YOGA IN THE PARK** classes.

WHEREAS, the **CITY** wishes to allow **YOGA IN THE PARK** classes for participants;

WHEREAS, **DEFINITELY DE PERE** wishes to co-sponsor this event by subcontracting professional instructional services for **YOGA IN THE PARK** from a certified yoga instructor whose studio is in the City of De Pere as identified in the attached **YOGA IN THE PARK** class description incorporated by reference as Exhibit A.

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

1. **CITY** wishes to allow **DEFINITELY DE PERE** to co-sponsor this event in order to provide its residents with recreational activities in a manner that will foster a sense of community, security, fun, and fairness
2. **DEFINITELY DE PERE** consents to coordinate and subcontract professional instructional services for **YOGA IN THE PARK** classes as indicated in Exhibit A.
3. The classes provided hereunder shall be free and open to the public, with no fee collection or formal registration procedure. For each class a sign-in sheet will be utilized in order to track attendance and for city recordkeeping purposes.
4. **DEFINITELY DE PERE** and the Director of Parks, Recreation and Forestry ("Director") shall mutually agree upon a suitable location(s) within Voyageur Park to conduct yoga sessions so as to not unduly impact other scheduled programs.
5. **DEFINITELY DE PERE** is not an employee of **CITY**, but is an independent contractor for the purpose of the class and shall retain full control and authority of said class curriculum at all times.
6. **CITY** shall not be required to provide any tools, equipment, apparatus, supplies, and materials unless otherwise mutually agreed by **CITY** in writing. **CITY** shall not be responsible for the loss, damage, destruction or injury to such equipment and **DEFINITELY DE PERE** shall hold the **CITY** harmless therefore.

7. **DEFINITELY DE PERE** shall be responsible to ensure its subcontracted instructor performs all services required hereunder in a skillful and competent manner, including establishing guidelines for conducting the class to ensure adequate protection of participants, spectators, visitors, and facilities.
8. **DEFINITELY DEPERE** shall save and hold the **CITY** harmless from any and all injury that may occur to any party a result of the **YOGA IN THE PARK** activities permitted under this Agreement. This provision is intended to indemnify and hold harmless the City to the fullest extent permitted by law and includes the payment of reasonable attorney's fees for the defense of any claim which can fairly be said to fall under the intent and purpose of this hold harmless agreement. To secure such hold harmless, **DEFINITELY DEPERE** shall maintain general liability insurance covering its operations in an amount not less than One Million Dollars per occurrence, said liability insurance policy to name the **CITY** as an additional insured thereunder for the purposes of this Agreement. A copy of said Certificate of insurance is attached and incorporated as Exhibit B.
9. In the event the subcontracted instructor will not be able to teach a session for reasons beyond the control of **DEFINITELY DE PERE**, **DEFINITELY DE PERE** agrees to implement the following procedure:
 - a. **DEFINITELY DE PERE** will procure a substitute subcontractor equally or better qualified to instruct class at the prescribed time and place.
 - b. **DEFINITELY DE PERE** will notify the Director or designee of the subcontractor's name, qualifications, and contact information.
 - c. If a substitute instructor cannot be procured, then the class will be cancelled. No make-up class will be added to the end of the session. **DEFINITELY DE PERE** shall notify participants of the session cancellation.
10. In the event that rain or inclement weather prevent the class from taking place outdoors, **DEFINITELY DE PERE** will implement the following procedure:
 - a. **DEFINITELY DE PERE** will arrange for a rain location at the subcontracted instructor's studio in De Pere.
 - b. **DEFINITELY DE PERE** will notify the Director or designee of the change.

- c. If the subcontracted instructor's studio cannot be used, then the class will be cancelled. No make-up class will be added to the end of the session. **DEFINITELY DE PERE** shall notify participants of the cancellation.

11. **CITY** shall have no responsibility to set up either the Park or other facility for instruction. **DEFINITELY DE PERE** shall ensure the facility is set up and taken down for each session and shall restore the area to its usual condition following each class session. **CITY** shall at all times have access to the facility, whenever class is in progress to monitor programs for quality and adherence to contract terms.

12. **DEFINITELY DE PERE** agrees to work with assigned **CITY** staff to maintain accurate participation records.

13. The Director is authorized to execute this Agreement on behalf of **CITY**.

Dated at De Pere, Wisconsin, this _____ day of _____, 2014

CITY OF DE PERE

Marty Kosobucki, Director
Parks, Recreation & Forestry

Dated at De Pere, Wisconsin, this _____ day of _____, 2014

DEFINITELY DE PERE

Allyson Watson, Executive Director
Definitely De Pere

EXHIBIT A (PAGE 1)

YOGA IN THE PARK

LOCATION: Voyageur Park; Cass St., De Pere, WI 54115

SCHEDULE: 8 Class Sessions;
July 10 – August 28, 2014

TIME: Thursdays;
6:00 – 7:00 pm

CLASS SIZE: 1 minimum, No maximum

SUBCONTRACTED
INSTRUCTOR: Ryanne Cunningham-Hutjens, Owner
Flow Yoga Studio, 421 George St., De Pere

INSTRUCTOR
EXPENSES: None

REGISTRATION
FEES: None

FORMAT: These classes are free and open to the public, with no fee
collection or formal registration procedure.

EQUIPMENT: Definitely De Pere's responsibility.

PAYMENT: No payment will be collected by or issued to the City of De
Pere, Definitely De Pere, or subcontracted instructor.

EXHIBIT B
(Insert Definitely De Pere Certificate of Liability Insurance)



CERTIFICATE OF LIABILITY INSURANCE

DOWNT-0

OP ID: CH

DATE (MM/DD/YYYY)

02/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ansay & Associates-Green Bay 419 S Washington St PO Box 22368 Green Bay, WI 54305-2368 Kathleen A Clancy		CONTACT NAME: Kathleen A Clancy PHONE (A/C, No, Ext): 920-437-0587 FAX (A/C, No): 920-437-4179 E-MAIL ADDRESS: Katie.Clancy@gb.ansay.com	
INSURED Downtown De Pere Definitely De Pere 320 Main Ave, Ste 102 De Pere, WI 54115		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Co	
		INSURER B: Middlesex Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ENP 0189464	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 517,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		ENP 0189464	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		89-45707-01	04/10/2014	04/10/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐ N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Yoga in the Park, an eight week free class open to the public in Voyageur Park on Thursday evenings this summer

CERTIFICATE HOLDER

CANCELLATION

CIDED1 City of DePere 335 S Broadway DePere, WI 54115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



DEFINITELY DE PERE

DOWNTOWN DE PERE INC.—A MAIN STREET COMMUNITY

320 Main Avenue, Ste. 102
De Pere, WI 54115

Board of Park Commissioners
Attn: Marty Kosobucki
925 S. Sixth St.
De Pere, WI 54115

Dear Mr. Kosobucki:

Definitely De Pere would like to repeat the popular “Yoga in the Park” during Summer 2014. This would be a family and community friendly event with eight set dates. Yoga instruction would be free with a rain location at the yoga instructor’s studio. We are currently seeking event co-sponsorship from the City of De Pere for use of Voyageur Park.

As we did last year, Definitely De Pere has developed a partnership with local studio owner, Rynne Cunningham of Flow Yoga Studio, 421 George St.

Definitely De Pere requests that the City of De Pere allow utilization of the center bowl in Voyageur Park on July 10th, 17th, 24th, 31st, August 7th, 14th, 21st, and 28th.

This event was very well received in its first year, with over 1,000 attendees in the first year. We are hopeful that this event will grow and further generate new traffic for the park and Riverwalk.

I have enclosed the Yoga in the Park Agreement from last year, updated with new signatures and dates for 2014, as well as a Certificate of Liability for insurance purposes.

Thank you for consideration of this event.

Sincerely,

Allyson Watson
Executive Director, Definitely De Pere
Enclosures:(6)

YOGA IN THE PARK AGREEMENT (2014)

This agreement is made between the **FLOW YOGA STUDIO**, a certified yoga instructor, and **DOWNTOWN DE PERE, INC. d/b/a DEFINITELY DE PERE ("DEFINITELY DE PERE")**, coordinator for **YOGA IN THE PARK** classes.

WHEREAS, the **CITY OF DE PERE** wishes to allow **YOGA IN THE PARK** classes for participants;

WHEREAS, **DEFINITELY DE PERE** wishes to co-sponsor this event by subcontracting professional instructional services for **YOGA IN THE PARK** from **FLOW YOGA STUDIO** whose studio is in the City of De Pere as identified in the attached **YOGA IN THE PARK** class description incorporated by reference as Exhibit A.

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

1. **DEFINITELY DE PERE** consents to coordinate and subcontract professional instructional services for **YOGA IN THE PARK** classes as indicated in Exhibit A.
2. The classes provided hereunder shall be free and open to the public, with no fee collection or formal registration procedure. For each class a sign-in sheet will be utilized in order to track attendance and for city recordkeeping purposes.
3. **DEFINITELY DE PERE** and the Director of Parks, Recreation and Forestry ("Director") shall mutually agree upon a suitable location(s) within Voyageur Park to conduct yoga sessions so as to not unduly impact other scheduled programs.
4. **DEFINITELY DE PERE** is not an employee of **CITY**, but is an independent contractor for the purpose of the class and shall retain full control and authority of said class curriculum at all times. **DEFINITELY DE PERE** shall subcontract the instruction of **YOGA IN THE PARK** classes to **FLOW YOGA STUDIO** for the 2014 season.
5. **CITY** shall not be required to provide any tools, equipment, apparatus, supplies, and materials unless otherwise mutually agreed by **CITY** in writing. **CITY** shall not be responsible for the loss, damage, destruction or injury to such equipment and **DEFINITELY DE PERE** shall hold the **CITY** harmless therefore.

6. **DEFINITELY DE PERE** shall be responsible to ensure its subcontracted instructor, **FLOW YOGA STUDIO**, performs all services required hereunder in a skillful and competent manner, including establishing guidelines for conducting the class to ensure adequate protection of participants, spectators, visitors, and facilities.
7. **DEFINITELY DEPERE** shall save and hold the **CITY** harmless from any and all injury that may occur to any party a result of the **YOGA IN THE PARK** activities permitted under this Agreement. This provision is intended to indemnify and hold harmless the City to the fullest extent permitted by law and includes the payment of reasonable attorney's fees for the defense of any claim which can fairly be said to fall under the intent and purpose of this hold harmless agreement. To secure such hold harmless, **DEFINITELY DE PERE** shall maintain general liability insurance covering its operations in an amount not less than One Million Dollars per occurrence, said liability insurance policy to name the **CITY** as an additional insured thereunder for the purposes of this Agreement. A copy of said Certificate of insurance is attached and incorporated as Exhibit B.
8. In the event the subcontracted instructor will not be able to teach a session for reasons beyond the control of **DEFINITELY DE PERE**, **DEFINITELY DE PERE** agrees to implement the following procedure:
 - a. **DEFINITELY DE PERE** will procure a substitute subcontractor equally or better qualified to instruct class at the prescribed time and place.
 - b. **DEFINITELY DE PERE** will notify the Director or designee of the subcontractor's name, qualifications, and contact information.
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11. **DEFINITELY DE PERE** agrees to work with assigned **CITY** staff to maintain accurate participation records.

Dated at De Pere, Wisconsin, this 15th day of July, 2013

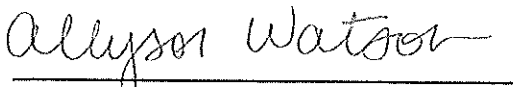
FLOW YOGA STUDIO



Ryanne Cunningham, Owner
Flow Yoga Studio

Dated at De Pere, Wisconsin, this 15th day of July, 2013

DEFINITELY DE PERE



Allyson Watson, Executive Director
Definitely De Pere

Exhibit A (PAGE 1)**YOGA IN THE PARK**

LOCATION:	Voyageur Park; Cass St., De Pere, WI 54115
SCHEDULE:	8 Class Sessions; July 10 th – August 28 th , 2014
TIME:	Thursdays; 6:00 – 7:00 pm
CLASS SIZE:	1 minimum, No maximum
SUBCONTRACTED INSTRUCTOR:	Ryanne Cunningham-Hutjens, Owner Flow Yoga Studio, 421 George St., De Pere
INSTRUCTOR EXPENSES:	None
REGISTRATION FEES:	None
FORMAT:	These classes are free and open to the public, with no fee collection or formal registration procedure.
EQUIPMENT:	Definitely De Pere's responsibility.
PAYMENT:	No payment will be collected by or issued to the City of De Pere, Definitely De Pere, or subcontracted instructor.



CERTIFICATE OF LIABILITY INSURANCE

DOWNT-0

OP ID: CH

DATE (MM/DD/YYYY)

02/28/2014

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PRODUCER Ansay & Associates-Green Bay 419 S Washington St PO Box 22368 Green Bay, WI 54305-2368 Kathleen A Clancy		CONTACT NAME: Kathleen A Clancy PHONE (A/C, No, Ext): 920-437-0587 FAX (A/C, No): 920-437-4179 E-MAIL ADDRESS: Katie.Clancy@gb.ansay.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Co	
		INSURER B: Middlesex Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Downtown De Pere
 Definitely De Pere
 320 Main Ave, Ste 102
 De Pere, WI 54115

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		ENP 0189464	04/01/2014	04/01/2015	EACH OCCURRENCE	
	☒ COMMERCIAL GENERAL LIABILITY					\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR					\$ 517,000	
						\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	
	☐ POLICY ☒ PRO-JECT ☐ LOC					\$ 1,000,000	
						GENERAL AGGREGATE	
						\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	
						\$ 2,000,000	
A	AUTOMOBILE LIABILITY		ENP 0189464	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO					\$ 1,000,000	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					
						BODILY INJURY (Per person)	
						\$	
						BODILY INJURY (Per accident)	
						\$	
						PROPERTY DAMAGE (PER ACCIDENT)	
						\$	
						\$	
	UMBRELLA LIAB					EACH OCCURRENCE	
	EXCESS LIAB	☐ OCCUR				\$	
		☐ CLAIMS-MADE				\$	
						\$	
	DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		89-45707-01	04/10/2014	04/10/2015	☒ WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					
						E.L. EACH ACCIDENT	
						\$ 100,000	
						E.L. DISEASE - EA EMPLOYEE	
						\$ 100,000	
						E.L. DISEASE - POLICY LIMIT	
						\$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Yoga in the Park, an eight week free class open to the public in Voyageur Park on Thursday evenings this summer

CERTIFICATE HOLDER

CANCELLATION

CIDEDE1 City of DePere 335 S Broadway DePere, WI 54115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

MEETING DATE: April 2, 2014
DEPARTMENT: Parks, Recreation & Forestry
FROM: Marty Kosobucki
SUBJECT: Riverwalk listing of Revenues and Expenditures for review.

ATTACHMENTS:

- Riverwalk Listing 2014 (XLSX)

Updated 1/23/14

City of De Pere
RIVERWALK PIER FUND

	2007	2008	2009	2010	2011	2012	2013	2014	Total
REVENUES									
Donations	\$ 1,503.68	\$ 175,725.00	\$ 2,000.00	\$ 37,618.92	\$ 97,800.00	\$ 438,252.16	\$ 262,192.02		\$ 1,015,091.00
Borrowing						\$ 1,015,000.00			1,015,000.00
State Grants					306,845.50	523,430.95	714,188.20		1,544,464.65
Outstanding Pledges*									193,000.00
Total	1,503.68	175,725.00	2,000.00	37,618.92	404,645.50	1,976,683.11	976,380.22		\$ 3,767,556.00
EXPENDITURES									
Marty Kosobucki	1,503.68								1,503.68
Mike Walsh	121.95								121.95
US Army Corps of Engineers	850.00								850.00
Graef, Anholt, Schloemer		74,283.43							74,283.43
Borrowing Costs						15,000.00			15,000.00
GRAEF			3,042.07	24,039.00	97,505.00	80,223.36	44,048.95		248,858.38
Robb Memmaerts		275.00							275.00
Arketype, Inc		500.00				639.33			1,139.33
Steiro Appraisal Service				6,000.00					6,000.00
Thilmany Purchase				72,530.44					72,530.44
United Sign						263.85	251.55		515.40
Christopher Langenfield						350.00			350.00
Badgerland Printing					2,056.44	21.10	28.06		2,105.60
Pack-in-Ship					139.88	1,164.75			1,304.63
Jahnke General Contractors						1,808,964.20			1,808,964.20
Zenith Tech, Inc.						1,099,800.00	114,903.16		1,214,703.16
De Pere Hardware						32.97			32.97
Valley Advertising						253.47			253.47
Fox River Navigational Auth.						18,165.00			18,165.00
Desert Vets of Wisconsin						200.00			200.00
Miller & Associates						1,913.00			1,913.00
Petty Cash						34.65			34.65
C/C					138.61	122.82			261.43
Celebrations Party							1,905.54		1,905.54
Fastsigns - Green Bay							97.50		97.50
Wi Regional Security							186.00		186.00
AAA Sanitation							685.00		685.00
Hercules Poly Inc							603.16		603.16
Thomas Electric							550.00		550.00
Weso Distributing							208.40		208.40
Pro Sound LLC							2,000.00		2,000.00
Menards							32.40		32.40
GAT Supply							31.29		31.29
Martell Construction							5,687.50		5,687.50
Orde Sign Graphics							27,614.85	1,238.56	28,853.41
Total	2,475.63	75,058.43	3,042.07	102,569.44	99,839.93	3,027,148.50	198,833.36	1,238.56	3,510,205.00

Total Revenue	\$ 3,767,556.00
Total Expenditures	\$ 3,510,205.00
Fund Balance	\$ 257,350.00

*OUTSTANDING PLEDGES	
*Fox River Fiber - \$35,000 over the next four years.	\$ 140,000.00
*Cloud Foundation - To be paid in 2014.	\$ 50,000.00
*Bench Pledge - Miscellaneous	\$ 3,000.00
*Total	\$ 193,000.00

Note: \$80,000 of fund balance was spent for debt service in the 2014 budget.

Attachment: Riverwalk Listing 2014 [Revision 1] (1961 : Riverwalk listing of Revenues and Expenditures for review.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 2, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 4-2-14 VOUCHERS (PDF)

3/21/2014 4:30 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04318 APR 2014 COUNCIL - 1 4-2-14

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2568	A-1 AUTO UPHOLSTERY INC							
	I-18751	A-1 AUTO UPHOLSTERY INC	R	3/31/2014		225.00CR	070978	225.00
0001	A1 ELEVATOR CORP							
	I-6133	A1 ELEVATOR CORP	R	3/31/2014		342.85CR	070979	342.85
6426	ACL							
	I-201402-0	ACL	R	3/31/2014		93.80CR	070980	93.80
0302	AIRGAS USA LLC							
	I-9025014064	AIRGAS USA LLC	R	3/31/2014		39.12CR	070981	
	I-9025208564	AIRGAS USA LLC	R	3/31/2014		153.14CR	070981	
	I-9025348625	AIRGAS USA LLC	R	3/31/2014		13.28CR	070981	
	I-9916722995	AIRGAS USA LLC	R	3/31/2014		144.56CR	070981	
	I-9916722996	AIRGAS USA LLC	R	3/31/2014		342.99CR	070981	
	I-9916722997	AIRGAS USA LLC	R	3/31/2014		75.84CR	070981	768.93
0007	AMBROSIUS SALES & SERVICE							
	I-79629	AMBROSIUS SALES & SERVICE	R	3/31/2014		100.02CR	070982	
	I-79689	AMBROSIUS SALES & SERVICE	R	3/31/2014		37.00CR	070982	137.02
0560	AMERICAN PUBLIC WORKS ASSOCIATION							
	I-201403203172	AMERICAN PUBLIC WORKS ASSOCIAT	R	3/31/2014		644.00CR	070983	644.00
6022	APPLETON POST CRESCENT							
	I-7867607	APPLETON POST CRESCENT	R	3/31/2014		397.45CR	070984	397.45
2878	ARING EQUIPMENT CO INC							
	I-309619	ARING EQUIPMENT CO INC	R	3/31/2014		571.78CR	070985	
	I-309820	ARING EQUIPMENT CO INC	R	3/31/2014		58.26CR	070985	630.04
0496	ASTRO HYDRAULICS INC							
	I-44004	ASTRO HYDRAULICS INC	R	3/31/2014		43.95CR	070986	43.95
1698	B A T I							
	I-4033	B A T I	R	3/31/2014		12,900.00CR	070987	12,900.00
0441	BADGER METER INC							
	I-14034501	BADGER METER INC	R	3/31/2014		400.00CR	070988	400.00
0020	BADGERLAND PRINTING INC							
	I-23272	BADGERLAND PRINTING INC	R	3/31/2014		44.00CR	070989	
	I-23280	BADGERLAND PRINTING INC	R	3/31/2014		270.00CR	070989	314.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0023	BATTERIES PLUS LLC							
	C-501-422574	BATTERIES PLUS LLC	R	3/31/2014		47.00	070990	
	I-501-236022-01	BATTERIES PLUS LLC	R	3/31/2014		51.98CR	070990	
	I-501-421192	BATTERIES PLUS LLC	R	3/31/2014		66.00CR	070990	
	I-501-421374	BATTERIES PLUS LLC	R	3/31/2014		239.50CR	070990	
	I-501-421435	BATTERIES PLUS LLC	R	3/31/2014		15.75CR	070990	
	I-501-422558	BATTERIES PLUS LLC	R	3/31/2014		299.00CR	070990	625.23
0027	BAY TOWEL INC							
	I-1764972	BAY TOWEL INC	R	3/31/2014		36.40CR	070991	
	I-1771384	BAY TOWEL INC	R	3/31/2014		52.70CR	070991	
	I-1774565	BAY TOWEL INC	R	3/31/2014		36.40CR	070991	
	I-1774566	BAY TOWEL INC	R	3/31/2014		54.28CR	070991	
	I-1774567	BAY TOWEL INC	R	3/31/2014		21.53CR	070991	
	I-1776444	BAY TOWEL INC	R	3/31/2014		122.83CR	070991	
	I-1776466	BAY TOWEL INC	R	3/31/2014		80.90CR	070991	
	I-1777789	BAY TOWEL INC	R	3/31/2014		52.70CR	070991	457.74
0028	BAY VERTE MACHINERY INC							
	I-219259-00	BAY VERTE MACHINERY INC	R	3/31/2014		54.99CR	070992	54.99
0038	BROADWAY AUTOMOTIVE INC							
	I-696119P	BROADWAY AUTOMOTIVE INC	R	3/31/2014		65.00CR	070993	65.00
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-843	BROWN COUNTY HIGHWAY DEPARTMEN	R	3/31/2014		6,039.02CR	070994	6,039.02
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201403203173	BROWN COUNTY REGISTER OF DEEDS	R	3/31/2014		183.00CR	070995	183.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-5140986	BRUCE MUNICIPAL EQUIPMENT INC	R	3/31/2014		175.53CR	070996	
	I-5140988	BRUCE MUNICIPAL EQUIPMENT INC	R	3/31/2014		174.34CR	070996	349.87
0115	CARQUEST AUTO PARTS LLC							
	I-6339-182810	CARQUEST AUTO PARTS LLC	R	3/31/2014		36.78CR	070997	36.78
2708	CLEANING SOLUTION SERVICES INC							
	I-05-8946	CLEANING SOLUTION SERVICES INC	R	3/31/2014		1,363.55CR	070998	
	I-05-8947	CLEANING SOLUTION SERVICES INC	R	3/31/2014		1,225.00CR	070998	
	I-05-8948	CLEANING SOLUTION SERVICES INC	R	3/31/2014		1,261.85CR	070998	3,850.40

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5641	CLIA LABORATORY PROGRAM							
	I-52D0726113	CLIA LABORATORY PROGRAM	R	3/31/2014		150.00CR	070999	150.00
6496	COMMERCE INDUSTRIAL CHEMICALS INC							
	I-90238	COMMERCE INDUSTRIAL CHEMICALS	R	3/31/2014		2,904.20CR	071000	2,904.20
0217	COUNTRY VISIONS COOPERATIVE							
	I-201403203174	COUNTRY VISIONS COOPERATIVE	R	3/31/2014		10.58CR	071001	
	I-201403203175	COUNTRY VISIONS COOPERATIVE	R	3/31/2014		5.99CR	071001	
	I-201403203176	COUNTRY VISIONS COOPERATIVE	R	3/31/2014		5.98CR	071001	
	I-201403203177	COUNTRY VISIONS COOPERATIVE	R	3/31/2014		43.99CR	071001	66.54
0061	CUMMINS NPOWER, LLC							
	I-802-91939	CUMMINS NPOWER, LLC	R	3/31/2014		53.94CR	071002	53.94
1302	DE KEYSER CONST CO INC							
	I-1300-155	DE KEYSER CONST CO INC	R	3/31/2014		2,746.85CR	071003	2,746.85
0069	DE PERE GREENHOUSE INC							
	I-12049	DE PERE GREENHOUSE INC	R	3/31/2014		49.95CR	071004	
	I-12051	DE PERE GREENHOUSE INC	R	3/31/2014		57.95CR	071004	107.90
6030	DISCOUNT SCHOOL SUPPLY							
	I-P31090380001	DISCOUNT SCHOOL SUPPLY	R	3/31/2014		93.63CR	071005	93.63
3212	DIXON ENGINEERING INC							
	I-14-7462	DIXON ENGINEERING INC	R	3/31/2014		950.00CR	071006	950.00
6920	E.T.F. SERVICES INC.							
	I-2013-0075	E.T.F. SERVICES INC.	R	3/31/2014		988.00CR	071007	988.00
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201403203178	EMS MEDICAL BILLING ASSOC LLC	R	3/31/2014		3,533.85CR	071008	3,533.85
0331	FERGUSON WATERWORKS #1476 INC							
	I-145357	FERGUSON WATERWORKS #1476 INC	R	3/31/2014		537.00CR	071009	
	I-145911	FERGUSON WATERWORKS #1476 INC	R	3/31/2014		1,223.34CR	071009	
	I-145912	FERGUSON WATERWORKS #1476 INC	R	3/31/2014		2,092.45CR	071009	
	I-145913	FERGUSON WATERWORKS #1476 INC	R	3/31/2014		163.07CR	071009	
	I-145921	FERGUSON WATERWORKS #1476 INC	R	3/31/2014		137.88CR	071009	4,153.74
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2291971-00	FIRST SUPPLY GREEN BAY LLC	R	3/31/2014		1.30CR	071010	
	I-2342109-00	FIRST SUPPLY GREEN BAY LLC	R	3/31/2014		134.89CR	071010	
	I-2394976-00	FIRST SUPPLY GREEN BAY LLC	R	3/31/2014		483.95CR	071010	620.14

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0097	FIVE ALARM INC I-138344-1	FIVE ALARM INC	R	3/31/2014		535.00CR	071011	535.00
0098	FLY ME FLAG CO INC I-4144	FLY ME FLAG CO INC	R	3/31/2014		70.00CR	071012	70.00
0747	FORCE AMERICA I-2122969	FORCE AMERICA	R	3/31/2014		59.52CR	071013	59.52
0562	GALL'S INC I-1657448	GALL'S INC	R	3/31/2014		30.54CR	071014	30.54
6084	GANNETT WI MEDIA I-201403203189	GANNETT WI MEDIA	R	3/31/2014		24.36CR	071015	24.36
0116	GRAINGER INC I-9386543731 I-9388033343 I-9389348856	GRAINGER INC GRAINGER INC GRAINGER INC	R R R	3/31/2014 3/31/2014 3/31/2014		17.82CR 167.28CR 503.28CR	071016 071016 071016	688.38
1237	HASTINGS AIR ENERGY CONTROL I-150536 I-150538	HASTINGS AIR ENERGY CONTROL HASTINGS AIR ENERGY CONTROL	R R	3/31/2014 3/31/2014		459.00CR 508.60CR	071017 071017	967.60
3521	HD SUPPLY WATERWORKS LTD I-B980006 I-B989900 I-B994979 I-C018614	HD SUPPLY WATERWORKS LTD HD SUPPLY WATERWORKS LTD HD SUPPLY WATERWORKS LTD HD SUPPLY WATERWORKS LTD	R R R R	3/31/2014 3/31/2014 3/31/2014 3/31/2014		102,460.00CR 29,283.00CR 3,052.16CR 1,738.89CR	071018 071018 071018 071018	136,534.05
1121	TOM HENDRICKS I-201403203179	TOM HENDRICKS	R	3/31/2014		71.21CR	071019	71.21
1399	INDOFF INC C-2427004 I-2420819 I-2421009 I-2423048 I-2424897 I-2426971 I-2427678	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R R R	3/31/2014 3/31/2014 3/31/2014 3/31/2014 3/31/2014 3/31/2014 3/31/2014		229.00 139.96CR 33.99CR 179.95CR 145.48CR 19.63CR 130.99CR	071020 071020 071020 071020 071020 071020 071020	421.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6921	INSULATORS INC.							
	I-2461	INSULATORS INC.	R	3/31/2014		1,630.00CR	071021	1,630.00
2602	JOSSART BROTHERS INC							
	I-2756	JOSSART BROTHERS INC	R	3/31/2014		1,806.00CR	071022	
	I-2777	JOSSART BROTHERS INC	R	3/31/2014		1,582.39CR	071022	
	I-2778	JOSSART BROTHERS INC	R	3/31/2014		1,938.32CR	071022	5,326.71
1276	JX ENTERPRISES INC							
	I-D-240030127	JX ENTERPRISES INC	R	3/31/2014		33.48CR	071023	
	I-D-240060036	JX ENTERPRISES INC	R	3/31/2014		4.86CR	071023	
	I-D-240060039	JX ENTERPRISES INC	R	3/31/2014		29.23CR	071023	
	I-D-240080182	JX ENTERPRISES INC	R	3/31/2014		168.03CR	071023	
	I-D-240150108	JX ENTERPRISES INC	R	3/31/2014		90.27CR	071023	
	I-D-240160033	JX ENTERPRISES INC	R	3/31/2014		129.80CR	071023	
	I-D-240590103	JX ENTERPRISES INC	R	3/31/2014		11.76CR	071023	
	I-D-240590106	JX ENTERPRISES INC	R	3/31/2014		20.75CR	071023	
	I-D-240640162	JX ENTERPRISES INC	R	3/31/2014		6.15CR	071023	
	I-D-240650096	JX ENTERPRISES INC	R	3/31/2014		15.76CR	071023	
	I-D-240650149	JX ENTERPRISES INC	R	3/31/2014		5.62CR	071023	
	I-D-240660045	JX ENTERPRISES INC	R	3/31/2014		39.56CR	071023	
	I-D-240660084	JX ENTERPRISES INC	R	3/31/2014		19.07CR	071023	
	I-D-240660104	JX ENTERPRISES INC	R	3/31/2014		22.64CR	071023	
	I-D-240700039	JX ENTERPRISES INC	R	3/31/2014		125.00CR	071023	
	I-D-240700099	JX ENTERPRISES INC	R	3/31/2014		64.00CR	071023	
	I-D-240710008	JX ENTERPRISES INC	R	3/31/2014		6.15CR	071023	
	I-D-240710116	JX ENTERPRISES INC	R	3/31/2014		8.67CR	071023	800.80
VOID	VOID CHECK		V	3/31/2014			071024	**VOID**
6922	KEEPRS INC.							
	I-240319	KEEPRS INC.	R	3/31/2014		309.99CR	071025	309.99
1048	KIMMELS LOCKSMITHS							
	I-42275	KIMMELS LOCKSMITHS	R	3/31/2014		12.00CR	071026	12.00
0159	LEXIS NEXIS INC							
	I-1402258386	LEXIS NEXIS INC	R	3/31/2014		214.00CR	071027	214.00
6918	MAILCOM CONSULTING LLC							
	I-13140	MAILCOM CONSULTING LLC	R	3/31/2014		3,000.00CR	071028	3,000.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0173	MENARDS INC							
	I-37030	MENARDS INC	R	3/31/2014		84.94CR	071029	
	I-37315	MENARDS INC	R	3/31/2014		6.39CR	071029	
	I-37325	MENARDS INC	R	3/31/2014		35.37CR	071029	
	I-37446	MENARDS INC	R	3/31/2014		27.99CR	071029	154.69
1	MICHALSKI, GREGG							
	I-201403203180	MAILBOX	R	3/31/2014		50.00CR	071030	50.00
0175	MIDWEST RADAR & EQUIPMENT							
	I-14248	MIDWEST RADAR & EQUIPMENT	R	3/31/2014		82.50CR	071031	82.50
4813	MODERN BUSINESS MACHINES INC							
	I-36196236	MODERN BUSINESS MACHINES INC	R	3/31/2014		138.00CR	071032	138.00
0180	MONROE TRUCK EQUIPMENT INC							
	I-714738	MONROE TRUCK EQUIPMENT INC	R	3/31/2014		522.32CR	071033	522.32
1114	MOTION INDUSTRIES INC							
	I-WI07-33170	MOTION INDUSTRIES INC	R	3/31/2014		15.66CR	071034	
	I-WI07-333173	MOTION INDUSTRIES INC	R	3/31/2014		15.66CR	071034	31.32
3191	NIELSON COMMUNICATIONS INC							
	I-GB14-17329	NIELSON COMMUNICATIONS INC	R	3/31/2014		132.50CR	071035	132.50
0531	NORTHEAST AUTO PARTS INC							
	I-287990	NORTHEAST AUTO PARTS INC	R	3/31/2014		154.11CR	071036	
	I-288011	NORTHEAST AUTO PARTS INC	R	3/31/2014		15.49CR	071036	
	I-288039	NORTHEAST AUTO PARTS INC	R	3/31/2014		13.38CR	071036	
	I-288212	NORTHEAST AUTO PARTS INC	R	3/31/2014		184.68CR	071036	
	I-288214	NORTHEAST AUTO PARTS INC	R	3/31/2014		118.64CR	071036	
	I-288220	NORTHEAST AUTO PARTS INC	R	3/31/2014		137.42CR	071036	
	I-288227	NORTHEAST AUTO PARTS INC	R	3/31/2014		15.38CR	071036	
	I-288304	NORTHEAST AUTO PARTS INC	R	3/31/2014		40.46CR	071036	
	I-288353	NORTHEAST AUTO PARTS INC	R	3/31/2014		20.10CR	071036	
	I-288361	NORTHEAST AUTO PARTS INC	R	3/31/2014		33.98CR	071036	733.64
5433	NORTHEAST WI TECH COLLEGE							
	I-M3854	NORTHEAST WI TECH COLLEGE	R	3/31/2014		380.00CR	071037	380.00
3250	NORTHERN LAKE SERVICE							
	I-249206	NORTHERN LAKE SERVICE	R	3/31/2014		568.40CR	071038	568.40

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0571	NORTHERN PIPE EQUIPMENT INC							
	I-109	NORTHERN PIPE EQUIPMENT INC	R	3/31/2014		126.29CR	071039	126.29
0194	OLSON TRAILER & BODY LLC							
	I-C10276	OLSON TRAILER & BODY LLC	R	3/31/2014		148.19CR	071040	148.19
3703	ORIENTAL TRADING CO INC							
	I-662398778-01	ORIENTAL TRADING CO INC	R	3/31/2014		263.26CR	071041	263.26
0197	PACKER CITY INTERNATIONAL INC							
	I-1-240700058	PACKER CITY INTERNATIONAL INC	R	3/31/2014		113.86CR	071042	
	I-1-240700059	PACKER CITY INTERNATIONAL INC	R	3/31/2014		82.37CR	071042	196.23
0208	POMP'S TIRE SERVICE INC							
	I-90014032	POMP'S TIRE SERVICE INC	R	3/31/2014		103.35CR	071043	103.35
1701	PRAXAIR DISTRIBUTION INC							
	I-48681608	PRAXAIR DISTRIBUTION INC	R	3/31/2014		425.66CR	071044	425.66
0395	PRO ONE JANITORIAL INC							
	I-90889	PRO ONE JANITORIAL INC	R	3/31/2014		1,140.98CR	071045	1,140.98
0220	QUILL CORP							
	I-1322852	QUILL CORP	R	3/31/2014		152.10CR	071046	152.10
6380	ROCK OIL REFINING INC							
	I-230736	ROCK OIL REFINING INC	R	3/31/2014		40.00CR	071047	40.00
1023	S & S WORLDWIDE							
	I-8034363	S & S WORLDWIDE	R	3/31/2014		100.33CR	071048	100.33
0235	SAINT VINCENT HOSPITAL							
	I-37263	SAINT VINCENT HOSPITAL	R	3/31/2014		24.18CR	071049	24.18
0242	SCOTT CONSTRUCTION INC							
	I-10855MB	SCOTT CONSTRUCTION INC	R	3/31/2014		1,151.96CR	071050	
	I-10861MB	SCOTT CONSTRUCTION INC	R	3/31/2014		1,115.22CR	071050	2,267.18
4029	SERVICE MOTOR COMPANY							
	I-CS00696	SERVICE MOTOR COMPANY	R	3/31/2014		297.58CR	071051	297.58
0255	STELLPLUG LAW SC							
	I-408-03M (5)	STELLPLUG LAW SC	R	3/31/2014		100.00CR	071052	100.00

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4842	THOMSON REUTERS							
	I-829245867	THOMSON REUTERS	R	3/31/2014		379.68CR	071053	379.68
0268	TRUCK EQUIPMENT INC							
	I-10438	TRUCK EQUIPMENT INC	R	3/31/2014		22.78CR	071054	
	I-10469	TRUCK EQUIPMENT INC	R	3/31/2014		22.78CR	071054	
	I-10542	TRUCK EQUIPMENT INC	R	3/31/2014		513.00CR	071054	558.56
0417	TWEET GAROT MECHANICAL INC							
	I-189330	TWEET GAROT MECHANICAL INC	R	3/31/2014		2,631.00CR	071055	2,631.00
0272	UNIFORM SHOPPE INC							
	I-229557	UNIFORM SHOPPE INC	R	3/31/2014		42.95CR	071056	
	I-229573	UNIFORM SHOPPE INC	R	3/31/2014		37.85CR	071056	
	I-229693	UNIFORM SHOPPE INC	R	3/31/2014		103.80CR	071056	184.60
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6104	UNITED PARCEL SERVICE INC	R	3/31/2014		19.11CR	071057	19.11
0620	VALLEY RADIATOR INC							
	I-26147	VALLEY RADIATOR INC	R	3/31/2014		150.00CR	071058	150.00
0277	VAN'S FIRE & SAFETY INC							
	I-4057355	VAN'S FIRE & SAFETY INC	R	3/31/2014		764.10CR	071059	764.10
5892	VONBRIESEN & ROPER SC							
	I-9150	VONBRIESEN & ROPER SC	R	3/31/2014		322.50CR	071060	322.50
0238	WAUSAU EQUIPMENT CO INC							
	I-159007	WAUSAU EQUIPMENT CO INC	R	3/31/2014		283.90CR	071061	283.90
2862	WI DEPT OF NATURAL RESOURCES							
	I-201403203181	WI DEPT OF NATURAL RESOURCES	R	3/31/2014		45.00CR	071062	45.00
2402	WINTER EQUIPMENT COMPANY INC							
	I-IV21819	WINTER EQUIPMENT COMPANY INC	R	3/31/2014		843.10CR	071063	843.10
6811	CRYSTAL WOLLER							
	I-201403203182	CRYSTAL WOLLER	R	3/31/2014		228.26CR	071064	228.26
0300	ZARNOTH BRUSH WORKS INC							
	I-148216-IN	ZARNOTH BRUSH WORKS INC	R	3/31/2014		130.50CR	071065	130.50

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	87	0.00	210,342.03	210,342.03
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	88	0.00	210,342.03	210,342.03

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 4-2-14 VOUCHERS (2015 : Voucher Approval.)

3/21/2014 4:30 PM

A / P CHECK REGISTER

PAGE: 10

PACKET: 04318 APR 2014 COUNCIL - 1 4-2-14

VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	3/2014	44,462.91CR
201	3/2014	70,327.29CR
405	3/2014	6,039.02CR
455	3/2014	60.00CR
601	3/2014	86,672.31CR
650	3/2014	2,780.50CR
ALL		210,342.03CR

Attachment: 4-2-14 VOUCHERS (2015 : Voucher Approval.)

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

MEETING DATE: April 2, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 04-02-14 Operator List (PDF)

CITY OF DE PERE - April 2, 2014					
ITEM	NAME	ADDRESS	CITY	ST	54115
Previously Tabled Operator License Applications					
1	PAUL, CINDY L.	1680 W. MAIN CIRCLE #86	DE PERE	WI	54115
Temporary Operator License Applications					
1	MEYER, PAULA K.	1411 MISSION HEIGHTS RD.	DE PERE	WI	54115
Operator License Applications for the 2012-2014 Licensing Period					
1	BIRDER, ANDREW J.	555 MAIN AVE., #213	DE PERE	WI	54115
2	ESQUIVEL, ALEXANDRIA J.	1254 O'KEEFE CT.	DE PERE	WI	54115
3	FONDER, CRYSTAL M.	1457 CHICAGO ST.	GREEN BAY	WI	54301
4	GUNDERSON, SARA A.	100 GRANT ST., SUITE 729	DE PERE	WI	54115
5	HART, SADIE E.	1045 MORAINES WAY, #5	GREEN BAY	WI	54303
6	HAYES, KATHERINE	1171 ORLANDO DR.	GREEN BAY	WI	54304
7	LEWIS, LORI A.	969 KELLOGG ST.	GREEN BAY	WI	54303
8	VAN DERA, JASMINE	1126 PILGRIM WAY	GREEN BAY	WI	54304
9	WENDT, CURTIS L.	1072 SUBURBAN DR.	DE PERE	WI	54115