



Common Council

Regular Meeting

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

Agenda

Tuesday, December 5, 2017

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **December 5, 2017** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the November 21, 2017 Common Council and Revelopment Authority Special Meeting.
4. Approval of the Minutes of the November 21, 2017 Common Council Meeting.
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation from the Board of Park Commissioners to Accept \$1000 Donation from WalMart for Recreation Programs & Facility Needs.
7. Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey Map at 3396 Sunnyview Road in the Town of Glenmore (Parcel GL-94). Submitted by Andrew L. Hunter, PLS.
8. Recommendation from the Redevelopment Authority regarding Proposed Facade Grant Program Guidelines.
9. Recommendation from the License Committee regarding the pre-hearing held on December 5, 2017 on the Operator's License issued to Jack M. Van Dyke, De Pere.
10. Recommendation from the License Committee regarding the pre-hearing held on December 5, 2017 on the "Class B" Combination Liquor License issued to The Cover LLC (DBA The Longbranch), 334 Main Av.
11. Recommendation from the License Committee regarding the pre-hearing held on December 5, 2017 on the Class "A" Fermented Malt Beverage License issued to Dolgencorp, LLC (DBA Dollar General), 805 Main Av.
12. Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College.
13. Ordinance #17-22, Revising Chapter 54 De Pere Municipal Code (Building Code).
14. Ordinance #17-23, Repealing and Recreating Section 30-2(l) De Pere Municipal Code Regarding Private Vendor Permits in City Parks and Amending Section 106-4(c) De Pere Municipal Code Regarding Mobile Food Establishments in City Parks
15. Ordinance #17-24, Repealing and Recreating Chapter 94 - Housing Code.

16. Resolution #17-92, Approving Facade Improvement Project and Authorizing Disbursement of Grant (363 Main Avenue - Parcel WD-919)
17. Resolution #17-93, Authorizing Fox River State Trail Winter Maintenance Cost Share Memorandum of Understanding Among the City of De Pere, the Village of Allouez, the City of Green Bay and Brown County.
18. Resolution #17-94, Authorizing Extension of Agreement for Services Between the City of De Pere and Multi Media Channels, LLC
19. Resolution #17-95, Authorizing Master Services and Purchasing Agreement with Axon Inc. For Body Worn Cameras and Related Accessories
20. Resolution #17-96, Authorizing Small Municipal and County Government Enterprise License Agreement (ELA) between the City of De Pere and Environmental Systems Research Institute, Inc. (ESRI)
21. Resolution #17-97, Authorizing Extension of Agreement for Noxious Weed/Long Grass Cutting Between the City of De Pere and Lizer of Wisconsin, Inc.
22. Resolution #17-98, Authorizing Second Extension of Agreement for Cleaning Services (Pro One - Municipal Service Center)
23. Voucher Approval.
24. Operator License Applications.
25. Future Agenda Items.
26. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:
Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Andrew Krans, Saks Holding, LLC
Anthony Hawks, Dollar General
Paul Huss, The Cover LLC
Jack Van Dyke

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

MEETING DATE: December 5, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the November 21, 2017 Common Council and Revelopment Authority Special Meeting.

ATTACHMENTS:

- 11-21-17 Common Council RDA Special Meeting Minutes (DOC)



Common Council and Redevelopment Authority

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

Special Untelevised

Draft Minutes

Tuesday, November 21, 2017

7:00 PM

De Pere City Hall Council Chambers

1. Call to Order: The meeting was called to order at 7:00 PM by Mayor Walsh. Present were Alderpersons Jennings, Carpenter, Hansen, Nelson, Boyd, Crevier, Lueck and Raasch and Board Members Komsi, Penn, Van Deurzen and Karls. Board Members Henrigillis and Van Straten were excused.
2. Update on Status of Negotiations for Mulva Cultural Center - Parcel ED 812, Southeast corner of Broadway Street Claude Allouez Bridge landing.

Alderson Boyd moved, seconded by Alderson Raasch to close the meeting at 7:02 p.m. Upon roll call vote, motion carried unanimously. Board Member Van Deurzen moved, seconded by Board Member Komsi to close the meeting at 7:02 p.m. Upon roll call vote, motion carried unanimously.
Alderson Crevier moved, seconded by Alderson Raasch to open the meeting at 7:29 p.m. Upon roll call vote, motion carried unanimously. Board Member Van Deurzen moved, seconded by Board Member Komsi to open the meeting at 7:29 p.m. Upon roll call vote, motion carried unanimously.
Alderson Crevier moved, seconded by Alderson Raasch to approve a Cultural District Master Plan study. Upon vote, motion carried unanimously. Board Member Karls moved, seconded by Board Member Komsi to approve a Cultural District Master Plan study. Upon vote, motion carried unanimously.
Alderson Crevier moved, seconded by Alderson Raasch to open the meeting. Upon vote, motion carried unanimously. Board Member Karls moved, seconded by Board Member Van Deurzen to open the meeting. Upon vote, motion carried unanimously.
Jim and Miriam Mulva were present and addressed the Common Council and the RDA. Mr. Mulva explained their connection to the City of De Pere and that they feel it important to support the community by providing a gift of a Cultural Center. There will be no requirement of the City to help finance the building or maintain the upkeep; it will be run by a non-profit organization. The plan is to have travelling exhibits that are free to the community as a way to say thank you to the City. It is important to the Mulvas to create something unique and sustainable that fits with the vision of De Pere for decades to come. Jim explained that the study will ensure that the project meets the needs of the community. Mayor Walsh thanked the Mulvas for the gift. Alderson Lueck moved, seconded by Alderson Boyd to close the meeting. Upon vote, motion carried unanimously. Board Member Van Deurzen moved, seconded by Board Member Komsi to close the meeting. Upon vote, motion carried unanimously.
Upon roll call vote to approve the study, both the Common Council and the RDA voted unanimously.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Jennings, Carpenter, Hansen, Nelson, Boyd, Crevier, Lueck, Raasch, Komsi, Penn, Van Deurzen, Karls
EXCUSED:	Jerry Henrigillis, Julie Van Van Straten

3. Adjournment.

Alderson Raasch moved, seconded by Alderson Crevier to adjourn the meeting at 7:41 p.m. Upon vote, motion carried unanimously.

Board Member Van Deurzen moved, seconded by Board Member Komsi to adjourn the meeting at 7:41 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

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

MEETING DATE: December 5, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the November 21, 2017 Common Council Meeting.

ATTACHMENTS:

- 11-21-17 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, November 21, 2017

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on November 21, 2017 at 7:49 p.m. at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the November 7, 2017 Common Council Meeting.

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

4. Public Hearing on the proposed Budget for calendar year 2018.

A. Presentation of 2018 Budget.

Mayor Michael Walsh presented the proposed 2017 Budget for the City of De Pere and stated that this budget is balanced, and provides for the City's service needs in a cost efficient manner.

The budget maintains a highly efficient and effective utility and transportation infrastructure through replacement of old and damaged facilities; it provides appropriate levels of financial incentives to promote development opportunities throughout the community; it minimizes the property tax mill rates as much as possible while continuing to provide municipal services in a manner that meets the needs of the community, and it provides the resources necessary to maintain an innovative, effective and efficient workforce. With this budget the City is able to continue the level of services residents are used to.

As part of the 2018 Budget Proposal, all City departments were asked to submit minimal increases in expenditures, excluding capital equipment and projects, to identify options to decrease operating expenditures and to increase revenues by an additional 5%.

Throughout 2017 the City has experienced a lot of interest in development in our business parks and in our downtown. We continue to experience that interest in developing a number of infills, or open areas, such as parking lots in the downtown, that are conducive for new development. Our fantastic business parks continue to generate development for locating new businesses and expanding existing businesses.

The State continues to impose restrictions on all municipalities to raise revenues for services and infrastructures by maintaining levy limits. We also continue to receive State unfunded mandates, which require us to reduce City services, increase service fees, or create alternative revenue sources, in order to balance the budget. Over the years we have had to do some of all three alternatives.

We are trying to be creative to make it easier for the City to meet our budget needs and still offer our current services. The City will continue to work with the State restraints that we have, and do the best we can to at least maintain the status quo, and do whatever is needed to meet our future needs. In effect, the State is taking away our opportunities to help ourselves. Even though they have said they have given us the "tools" to help ourselves - they have not, because they keep restricting them. One such method is dark store legislation that is in the State Legislature. It has to do with assessing retail stores as if they were empty stores rather than thriving, full service stores. The effect of this is that the stores would receive a lower tax rate, but the difference in what they would have paid and what they will pay with a lower assessment will increase the taxes on all other property owners in the City. Needless to say the City is against this and has been lobbying our legislators to get it changed.

In order to keep up with all of this, we continually explore the way we do business. In the past and into the future, we look at opportunities to work better, smarter, and more efficiently by buying better equipment and combining services. We may have to explore public and private partnerships in order to perform some services. As a City we constantly evaluate how we do business whenever there is a change in a department.

After all of the department heads submitted their budgets, we had a deficit of \$477,595. By doing some cutting and other creative things we were able to reverse that deficit with no fee increases. We also cut over \$2 million in capital projects and equipment.

We have finally had some good news that did help with this budget. For many years we have lost shared revenues but for 2018, they are expected to increase \$35,614. We had an increase of \$85,546 in transportation aids from the State and after losing \$194,000 last year from the Expenditure Restraint Program we will qualify again in 2018 to the tune of \$218,534. We won't have the wastewater rate from NEW Water until December but it is projected to remain roughly stable for 2018. If this comes to fruition it represents a big change from the past years when we've had 8-10% increases every year to help pay for the construction upgrades to their plant. But the water rates will go up 5-10% depending on what the Public Service Commission allows for.

As one of the creative ways to help us in the future the 2018 Budget includes a Local Vehicle Registration Fee, commonly known as a Wheel Tax of \$20 per vehicle, modeled after the State's Registration fee. This fee will provide funding for maintenance of two parts of the City's infrastructure, the repair and replacement of sidewalks throughout the community, and street repair. This will eliminate the special assessments incurred by property owners to repair and replace their sidewalks and will lower borrowing for road repairs.

Some significant numbers and expenditures include:

- \$4,970,000 for total principal scheduled for payment in 2018;
- \$1,187,000 for Charles Street reconstruction;
- \$419,500 to maintain street lights;
- \$291,400 for building inspection services;
- \$288,437 to operate two outdoor pools;
- \$260,000 for Brown County landfill fees;
- \$245,000 for snow and ice removal;
- \$25,000 to fund 1st year of police body cameras;

\$4,682 winter snow removal of the Fox River Trail
 \$87 ERU rate after \$5 increase for each residential property for the storm sewer utility.

It will fund mandates from the DNR and the EPA, which will require significant expenditures in the near future. The City of De Pere may need to increase the fee again in 2019, and subsequent years, to pay for those unfunded mandates.

This year we have allowed for some increases in personnel. This is due to increased workload in some departments. There are four full time positions in this budget - an Engineering Technician, a Human Resources Office Assistant, a Firefighter/Paramedic and a Mechanic. There are also increases in hours for 4 part-time positions. There are an additional 10 Paid on Call Firefighters to bring them up to the limit of 20, where they have not been for many years.

Some miscellaneous items included in the 2018 Budget: fuel is projected at \$2.30 per gallon for regular and \$2.30 per gallon for diesel; there will be no increase for natural gas or electricity and the cost of health insurance will remain the same.

The entire General Fund budget increases 1.81% in operating expenditures, as compared to a 1.19% increase in 2017. The budget proposes a .39% increase in the property tax levy, which translates into a tax rate for 2018 of \$6.72 or \$.02 lower than 2017, and it is a .34% decrease. It doesn't seem like much, but after the past number of years of increases, this is a welcome sight.

The Mayor thanked everyone for the work that they did on the budget and stated that the City has a reputation for being a very desirable community in which to live. It has always been his goal as Mayor to maintain De Pere as an exceptional community and to enhance what we have here. With all of us: City Council, City employees, businesses and residents all making a concerted effort, we will continue to make the City a great place to live, work and play.

City Administrator Larry Delo reviewed charts showing shared revenues, general fund revenue and expenditure trends, general fund expenditures by city department, property tax levy, general obligation debt trends, debt per capita and property valuation.

Discussion followed.

B. Notice of Public Hearing.

Clerk-Treasurer Shana Ledvina announced that the budget notice was published in the Green Bay Press Gazette on November 4, 2017.

C. Approval of proposed 2018 Budget.

Mayor Walsh declared the public hearing open at 8:19 p.m. The following individuals spoke in favor of the City funding \$15,000 for a lighted tennis court at East De Pere High School: Jerry Gillespie, Tom Vandenberg, Janna Gnof, Renee Butnym, Zara Sharif, Bonnie Sharif, and Dave Reinardy. Edwin Fontaine asked about the proposed wheel tax and why it is needed for sidewalks. The Mayor declared the public hearing closed and entertained a motion at 8:38 p.m. Alderperson Boyd moved, seconded by Alderperson Nelson to approve the budget. Alderperson Hansen proposed some options to eliminate money from the budget to put towards the tennis courts. Discussion followed. Public Works Director Scott Thoresen explained that removing the CNG engine on the budgeted dump truck and replacing it with a diesel engine will save the City \$50,000 and that he supported the change. Alderperson Hansen moved, seconded by Alderperson Crevier to amend the budget to replace the new dump truck with a diesel engine in an effort to

reallocate the funds as follows: \$15,000 towards the lighted tennis courts and \$35,000 to reduce bonding. Upon vote, motion carried unanimously.

Alderson Lueck discussed the proposed Wheel Tax and expressed his frustration that more people were not made aware of the proposal in the budget until this week.

Discussion followed. Public Works Director Scott Thoresen explained that if this is approved in the budget, the ordinance still has to go to the Board of Public Works and the Common Council for final approval. Upon vote on the 2018 Budget, the vote carried 6-2 with Aldersons Lueck and Raasch voting nay.

- D. Resolution #17-85, Adoption of Tax Levy for City Purposes to Support the 2018 City Budget.

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

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

Alderson Jennings invited everyone to shop in the City of De Pere for Black Friday and Shop Small Saturday. Alderson Hansen announced the Kurt the K9 fundraiser; for \$15 you can purchase a plush Kurt the K9 and all proceeds go to the K9 Program. Alderson Lueck announced that Fox 11 did a great investigative story on the Southern Bridge project and asked staff to share it for residents to view. Public Works Director Scott Thoresen announced that residents have until 6:30 a.m. Monday morning to put their leaves at the curb for final pick up. Andre Jacque provided a legislative update.

6. Recommendation from the License Committee on an Application for Change of Agent submitted by Dolgencorp, LLC.

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

7. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Baffidilucio, LLC, 109-113 N. Broadway. Submitted by Baffidilucio, LLC, Agent: Andrew T. Krans, De Pere, WI.

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

8. Recommendation from the License Committee on an Application for a Change in Corporate Entity from Virgola, LLC to Jonny Olives, LLC.

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

9. Ordinance #17-20, Creating Chapter 9 De Pere Municipal Code Regarding Non-Discrimination in Housing, Public Accommodation and Employment (second reading).

The Common Council took a 5 minute recess at 9:52 p.m. Alderperson Hansen moved, seconded by Alderperson Jennings to open the meeting. Upon vote, motion carried with Alderperson Raasch voting nay. Mayor Walsh asked that all speakers limit their comment to under 3 minutes.

The following people expressed concerns with the proposed ordinance and/or were against the proposed ordinance: Mike LeMay, Brad Voltmer, Ken Brennan, Matthew Cuene, Andre Jacque, Jeff Linear, John Benecke and Chris Johnson. The following people expressed support for the proposed ordinance: Olivia Mazzariello, Serena Truong, Owen Lebrun, Maureen VandenHogan, Mira Luther, Melanie Shefchik, Taku Ronsman, John Wirsch, Mark Swiecichowski, Hannah Bauer, Savannah Johnson, Ruth Wellens, Brenda McCutchin, John Mazzariello, John Grunseth, and Karen Wirsch.

Alderperson Boyd moved, seconded by Alderperson Jennings to close the meeting at 11:01 p.m. Upon vote, motion carried unanimously.

Discussion followed. Alderperson Raasch moved, seconded by Alderperson Carpenter to table the ordinance and rewrite it. Upon vote, motion failed with Alderpersons Carpenter, Crevier, Lueck and Raasch voting ay and Alderpersons Boyd, Jennings, Hansen and Nelson voting nay and Mayor Walsh voting nay to break the tie. Alderperson Hansen moved, seconded by Alderperson Lueck to strike "regardless of intent" from section B of the ordinance and to insert "intentional" before the word "act" in the same section. Upon vote, motion carried 6-2 with Alderpersons Nelson and Boyd voting nay. Upon vote on the ordinance as amended, motion carried 5-4 with Alderpersons Boyd, Jennings, Nelson and Hansen voting ay and Alderpersons Carpenter, Crevier, Lueck and Raasch voting nay and Mayor Walsh voting ay to break the tie. The ordinance will take effect on March 1, 2018.

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

10. Ordinance #17-21, Amending Chapter 134 - Room Tax - Hotel and Motel.

The Council took a recess at 11:28 p.m. and resumed at 11:32 p.m.

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

11. Resolution #17-86, Authorizing Intergovernmental Agreement Between the City of De Pere and the City of Menasha Creating the Bridges of Fox River Consortium For Provision of Environmental.

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

12. Resolution #17-87, Authorizing Amendment to Agreement Regarding Option to Purchase Certain Property Between And Beyond, LLC and the City of De Pere (Part of Parcel WD-1138-1).

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

13. Resolution #17-88, Authorizing Amendment to Agreement for Revaluation and Statutory Assessor Services (January 1, 2016 - December 31, 2018).

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

14. Resolution #17-89, Authorizing On-Site Services Agreement Between the City of De Pere and Bellin Memorial Hospital, Inc., d/b/a Occupational Health Solutions ("Bellin") (Worksite Health Services for City Employees and Spouses).

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

15. Resolution #17-90, Authorizing Agreement with Schenck, S.C. (Sewer Utility Rate Study).

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

16. Resolution 17-91, Initial Resolution Regarding Industrial Development Revenue Bond Financing For Midland Plastics, Inc. Project. Information with respect to the job impact of the project will be available at the time of consideration of the Initial Resolution.

This item was voted on after agenda item #10.

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

17. Approve funding for repairs to Riverwalk.

City Administrator Larry Delo explained that the new conduit will be low enough in the water and will be full marine conduit to avoid future damages from occurring.

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

18. Voucher Approval.

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

19. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to table Previously Tabled Operator License Application #2 and to deny Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve Operator License Applications #1-3. Upon vote, motion carried unanimously.

RESULT:	NO ACTION
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20. Future Agenda Items.

Alderperson Hansen requested an update on the eminent domain provision in the state budget.

21. Adjournment.

Alderperson Nelson moved, seconded by Alderperson Jennings to adjourn the meeting at 11:43 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 5, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Recommendation from the Board of Park Commissioners to Accept \$1000 Donation from WalMart for Recreation Programs & Facility Needs.

The Board of Park Commissioners approved the below recommendation at their meeting on November 16, 2017 and moved to send it to Common Council for approval.

This memo is to seek the Board of Park Commissioner's approval to accept a \$1,000 monetary donation from the Wal*Mart Foundation to be used towards recreation programs and events geared towards all ages. The donation will also be applied towards purchasing new furniture for our lounge area. We are truly thankful for their support!

Thank you for your time and consideration.

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

MEETING DATE: December 5, 2017

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey Map at 3396 Sunnyview Road in the Town of Glenmore (Parcel GL-94). Submitted by Andrew L. Hunter, PLS.

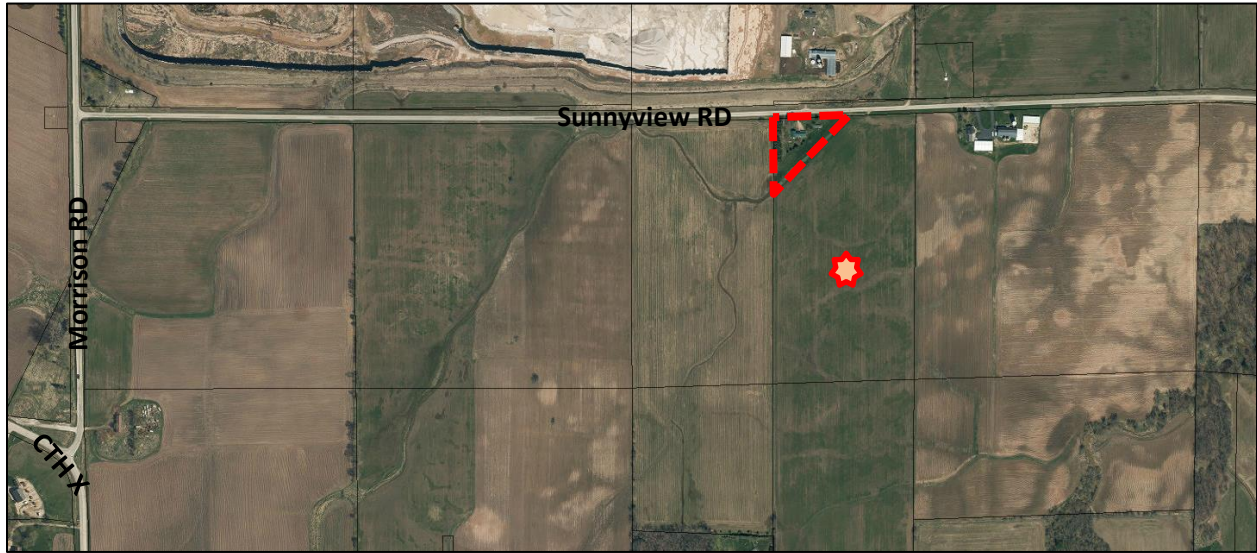
On November 27, 2017, the Plan Commission unanimously recommended approval of the above referenced extraterritorial certified survey map, with conditions, by a vote of 4-0.

ATTACHMENTS:

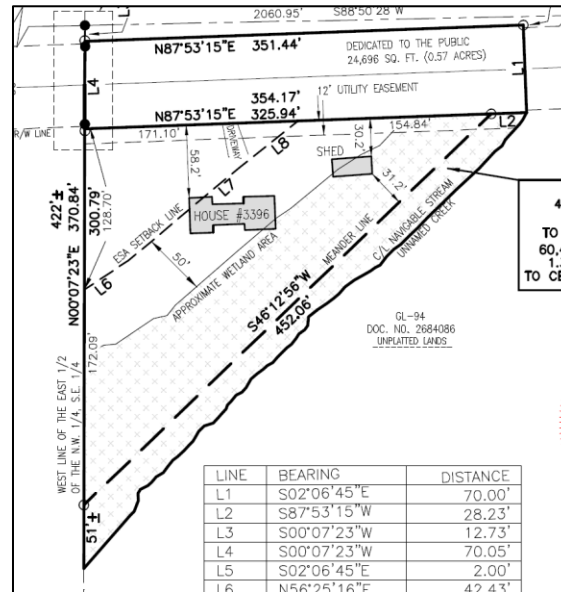
- Extraterritorial CSM - 3396 Sunnyview RD in Glenmore - Plan Commission Report (DOCX)
- Application Form (PDF)
- Preliminary CSM (PDF)

ITEM X: Recommendation regarding a Proposed Extraterritorial One Lot Certified Survey Map at 3396 Sunnyview Road in the Town of Glenmore (Parcel GL-94). Submitted by Andrew L. Hunter, PLS.*

SITE MAP



PROPOSED CERTIFIED SURVEY MAP AREA



REQUESTED ACTION: Extraterritorial Certified Survey Map Review.

COMMON DESCRIPTION: Town of Glenmore, located on Sunnyview Road, approximately 0.6 miles to the east of Morrison Road.

PARCEL NUMBER(S): GL-94

EXISTING ZONING:	Located in Town of Glenmore.	
PROPOSED ZONING:	None.	
SURROUNDING LAND USES:	Non-metallic mine to the north. Agricultural to the south, east, and west.	
COMPREHENSIVE PLAN:	Located in Town of Glenmore.	
APPLICANT/OWNER NAME:	Andrew L. Hunter, PLS Applicant 5020 Leonard PT. RD Oshkosh, WI 54904	Mark A. & Helen I. Matzke Owners 3442 Sunnyview RD De Pere, WI 54115
SITE HISTORY:	After a review of air photographs, the property has been used for agricultural purposes with a residence since 1938. The property is not within the Sewer Service Area for the Town of Rockland. There are known environmentally sensitive areas identified along the diagonal (southeast) border of proposed Lot 1.	
STAFF REVIEW:	When reviewing a Certified Survey Map, staff considers State Statutes 236, Section 46-8 of the De Pere Platting and Division of Land Code, the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The original parcel is 20.3 acres in size. The proposed Lot 1 on the CSM is 1.2 acres in size and the remaining 19.1 acres is proposed to legally remain as unplatted lands. A sliver of the parcel on the north side of the right-of-way can also be legally divided off without platting. Proposed Lot 1 falls within 3 miles of the City of De Pere, extraterritorial review jurisdiction, providing review authority for the City. The lot is located outside the urban reserve area of the City's extraterritorial review jurisdiction so a minimum 10 acre lot size requirement is not required. The environmentally sensitive areas on the property are navigable waterway, wetlands, and setbacks. The existing structures fall within the environmentally sensitive area. Development restrictions and protection of the environmentally sensitive areas are enforced by the Wisconsin Department of Natural Resources and Brown County. The Certified Survey Map meets the criteria of State Statutes 236 and Section 46-8 of the De Pere Platting and Division of Land Code. The proposed land division, with one proposed new lot, does not impact the Comprehensive Plan negatively. The proposed lot size, street frontage, and setbacks meet acceptable City requirements.	

REVIEW PROCESS

For extraterritorial Certified Survey Map petitions the Plan Commission recommends either approval, rejection, or approval with conditions. The Common Council reviews the Plan Commission recommendation and makes the final decision on the Certified Survey Map. The anticipated Council review date is December 5, 2017.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the extraterritorial Certified Survey Map and forwarding the map to the Common Council for final approval, subject to:

1. Meeting all other state and local regulations, including the Town of Glenmore and Brown County Planning Commission.
2. Properly identify all environmentally sensitive areas, as required by Brown County planning Commission.



CITY OF DE PERE

APPLICATION FOR
CSM REVIEW

Fee: \$ 368.00

Receipt #: 00126841

Date: 24 OCT 2017

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) WISCONSIN LAND SURVEYING, INC.	Authorized Representative ANDY HUNTER	Title SURVEYOR	
Mailing Address 5020 LEONARD PT. RD.	City OSHKOSH	State WI	ZIP Code 54904
Email Address andy@wisconsinlandsurveying.com	Phone Number (incl. area code) 920-410-7744	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) MARK MATZKE	Contact Person MARK MATZKE	Title	
Mailing Address 3442 SUNNYVIEW ROAD	City DE PERE	State WI	ZIP Code 54115
Email Address hmmatzke@hotmail.com	Phone Number (incl. area code) 920-265-3487	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 3396 SUNNYVIEW ROAD, DE PERE, WI	Parcel No. GL-94
---	---------------------

SECTION 4: CSM Information

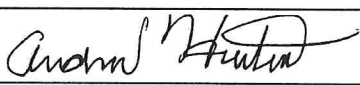
Existing Zoning:	AG
Present Use of Parcel:	AG
Proposed Use of Lots:	RESIDENTIAL

Please submit 1 hard copy and 1 PDF copy of the CSM if the property is located within the City or if the property is located within the extraterritorial jurisdiction.

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) ANDY HUNTER	Title SURVEYOR	Phone Number 920-410-7744
Signature of Applicant 		Date Signed 8-25-2017

TO BE COMPLETED BY CITY STAFF

CSM Review authorized by the De Pere Municipal Code, Chapter 46.

PJS - 24 Oct 2017

Attachment: Application Form (6440) : Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey

CERTIFIED SURVEY MAP NO. SHEET 1 OF 3

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 21 EAST, TOWN OF GLENMORE, BROWN COUNTY, WISCONSIN.

NOTE:
1. NO DEVELOPMENT SHALL OCCUR ON THE REMNANT UNPLATTED LANDS UNTIL SUCH TIME THAT PUBLIC SEWER AND WATER IS AVAILABLE OR UNTIL ALL STATE, COUNTY, AND MUNICIPAL REGULATIONS CONCERNING ONSITE SEWAGE DISPOSAL SYSTEMS FOR SANITARY WASTE DISPOSAL HAVE BEEN MET AND A SANITARY PERMIT HAS BEEN ISSUED BY THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE.
2. THE PROPERTY OWNERS, AT THE TIME OF CONSTRUCTION, SHALL IMPLEMENT THE APPROPRIATE SOIL EROSION CONTROL METHODS OUTLINED IN THE WISCONSIN CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (AVAILABLE FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES) TO PREVENT SOIL EROSION. HOWEVER, IF AT THE TIME OF CONSTRUCTION THE TOWN HAS AN ADOPTED SOIL EROSION CONTROL ORDINANCE, IT SHALL GOVERN OVER THIS REQUIREMENT. THIS PROVISION APPLIES TO ANY GRADING, CONSTRUCTION OR INSTALLATION-RELATED ACTIVITIES.
3. THE WETLANDS ARE APPROXIMATE ON LOT 1 DUE TO THE LARGE SIZE OF THE LOT AND/OR THE LOCATION OF THE WETLAND ESA. SHOULD ANY DEVELOPMENT ON LOT 1 BE PROPOSED NEAR OR WITHIN THE APPROXIMATE WETLAND ESA, THE ACTUAL WETLAND AND ESA BOUNDARY SHALL BE PROPERLY DELINEATED BY A CERTIFIED WETLAND DELINEATOR HIRED BY THE AFFECTED LANDOWNER.
4. LOT 1 INCLUDES WETLAND AREAS THAT MAY REQUIRE PERMITS FROM THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, ARMY CORP OF ENGINEERS, BROWN COUNTY PLANNING COMMISSION, OR THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE PRIOR TO ANY DEVELOPMENT ACTIVITY.

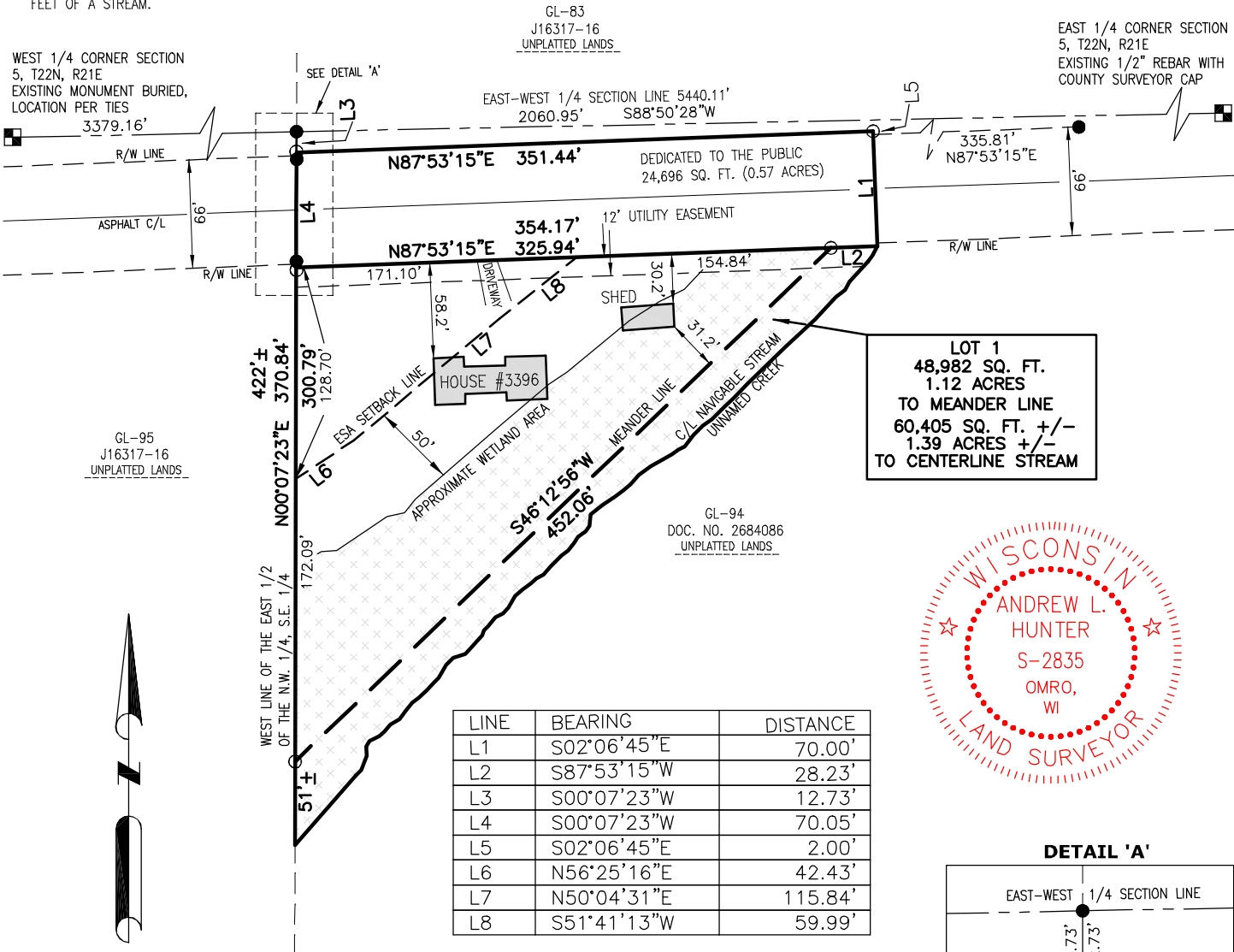
BEARINGS ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, BROWN COUNTY, WHERE THE EAST - WEST 1/4 LINE OF SECTION 5, T22N, R21E, IS RECORDED TO BEAR NORTH 88°50'28" EAST

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.

RESTRICTIVE COVENANTS:

- 1. THE LAND ON ALL SIDE AND REAR LOT LINES OF ALL LOTS SHALL BE GRADED BY THE LOT OWNER AND MAINTAINED BY THE ABUTTING PROPERTY OWNERS TO PROVIDE FOR ADEQUATE DRAINAGE OF SURFACE WATER.
- 2. LOT 1 CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA (ESA) AS DEFINED IN THE BROWN COUNTY SEWAGE PLAN. THE ESA INCLUDES APPROXIMATE WETLANDS, ALL LANDS WITHIN 50 FEET OF APPROXIMATE WETLANDS OF ANY SIZE AND NAVIGABLE WATERWAYS, ALL LAND WITHIN 75 FEET OF THE ORDINARY HIGH WATER MARK OF NAVIGABLE WATERWAYS. DEVELOPMENT AND LAND DISTURBING ACTIVITIES ARE RESTRICTED IN THE ESA UNLESS AMENDMENTS ARE APPROVED BY THE BROWN COUNTY PLANNING COMMISSION AND THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.
- 3. A SHORELAND PERMIT FROM THE BROWN COUNTY ZONING ADMINISTRATOR'S OFFICE IS REQUIRED FOR LOT 1 PRIOR TO ANY CONSTRUCTION, FILLING OR GRADING ACTIVITY WITHIN 300 FEET OF A STREAM.



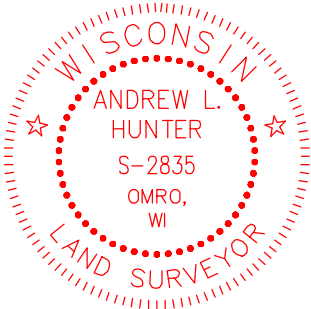
LINE	BEARING	DISTANCE
L1	S02°06'45"E	70.00'
L2	S87°53'15"W	28.23'
L3	S00°07'23"W	12.73'
L4	S00°07'23"W	70.05'
L5	S02°06'45"E	2.00'
L6	N56°25'16"E	42.43'
L7	N50°04'31"E	115.84'
L8	S51°41'13"W	59.99'

LEGEND

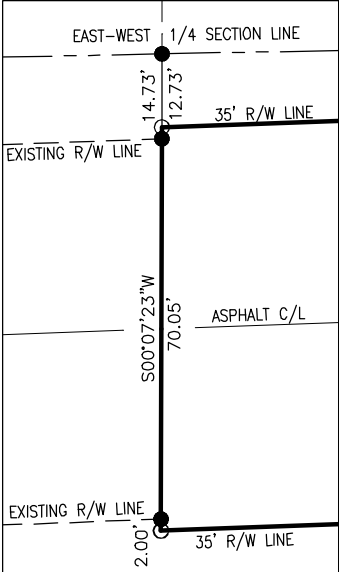
- DENOTES SECTION OR QUARTER SECTION CORNER AS DESCRIBED
- DENOTES 1" DIAMETER IRON PIPE FOUND, UNLESS OTHERWISE NOTED
- DENOTES 1" DIAMETER IRON PIPE 18" LONG SET, WEIGHING NOT LESS THAN 1.13 LBS PER LINEAL FOOT

SUBDIVIDER

MARK AND HELEN MATZKE
3442 SUNNYVIEW ROAD
DEPERE, WI 54115



DETAIL 'A'



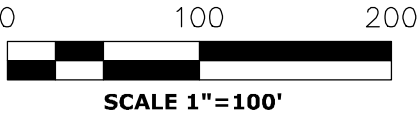
08/24/2017

PROJECT 5402

SHEET 1 OF 3

Wisconsin
LAND SURVEYING INC.
Professional Service You Can Trust

5020 LEONARD POINT RD. OSHKOSH, WI 54904
www.wisconsinlandsurveying.com (920)410-7744



CERTIFIED SURVEY MAP NO. _____ SHEET 2 of 3

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 21 EAST, TOWN OF GLENMORE, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN

I, ANDREW L. HUNTER, WISCONSIN PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY;

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 21 EAST, TOWN OF GLENMORE, BROWN COUNTY, WISCONSIN, WHICH IS BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 5; THENCE SOUTH 88°50'28" WEST ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 5, 2060.95 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID N.W. 1/4, S.E. 1/4; THENCE SOUTH 00°07'23" WEST ALONG SAID WEST LINE, 12.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°53'15" EAST 351.44 FEET; THENCE SOUTH 02°06'45" EAST 70.00 FEET TO A POINT ON THE CENTERLINE OF AN UNNAMED CREEK; THENCE SOUTH 87°53'15" WEST, 28.23 FEET TO A POINT ON A MEANDER LINE FOR SAID UNNAMED CREEK; THENCE SOUTH 46°12'56" WEST ALONG SAID MEANDER LINE, 452.06 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID N.W. 1/4, S.E. 1/4, SAID POINT BEING NORTH 00°07'23" EAST, 51 FEET MORE OR LESS FROM THE CENTERLINE OF SAID CREEK; THENCE NORTH 00°07'23" EAST ALONG SAID WEST LINE, 370.84 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 73,678 SQ. FT. (1.69 ACRES) TO THE MEANDER LINE AND INCLUDES ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF SAID UNNAMED CREEK. SAID PARCEL IS SUBJECT TO ALL EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE THIS SURVEY BY THE DIRECTION OF MARK A. MATZKE AND HELEN L. MATZKE, OWNERS OF SAID LAND.
THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE LAND DIVISION THEREOF MADE.
THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, MAPPING AND DIVIDING THE LAND, AND THE LAND SUBDIVISION ORDINANCES OF THE TOWN OF GLENMORE AND BROWN COUNTY PLANNING COMMISSION.

ANDREW HUNTER, PROFESSIONAL
WISCONSIN LAND SURVEYOR S-2835-008

DATE: _____

OWNER'S CERTIFICATE

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED HEREIN TO BE SURVEYED, MAPPED, DIVIDED AND DEDICATED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.
I ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: TOWN OF GLENMORE AND THE BROWN COUNTY PLANNING COMMISSION.

WITNESS THE HAND AND SEAL OF SAID OWNERS THIS _____ DAY OF _____, 20____

MARK A. MATZKE
a.k.a MARK MATZKE

HELEN L. MATZKE

STATE OF WISCONSIN, _____ COUNTY

PERSONALLY, CAME BEFORE ME THIS _____ DAY OF _____ 20____ THE AFOREMENTIONED MARK A. MATZKE AND HELEN L. MATZKE TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

Attachment: Preliminary CSM (6440 : Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey M)

CERTIFIED SURVEY MAP NO. _____ SHEET 3 of 3

PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5,
TOWNSHIP 22 NORTH, RANGE 21 EAST, TOWN OF GLENMORE, BROWN COUNTY,
WISCONSIN.

COUNTY TREASURER'S CERTIFICATE

AS DULY ELECTED BROWN COUNTY TREASURER, I HEREBY CERTIFY THAT THE RECORDS IN OUR OFFICE
SHOWN NO UNREDEEMED TAXES AND NO UNPAID OR SPECIAL ASSESSMENTS AFFECTING ANY OF THE
LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP AS OF THE DATE LISTED BLOW.

DATE _____ TREASURER _____
PAUL D. ZELLER

CERTIFICATE OF THE TOWN OF GLENMORE

RESOLVED THAT THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE TOWN OF GLENMORE ON
THIS _____ DAY OF _____ 20____

TOWN CLERK _____

CERTIFICATE OF THE CITY OF DE PERE

APPROVED BY THE CITY OF DE PERE ON THIS _____ DAY OF _____ 20____

SHANA D. LEDVINA
CITY OF DE PERE CLERK

CERTIFICATE OF THE BROWN COUNTY PLANNING COMMISSION

APPROVED BY THE BROWN COUNTY PLANNING COMMISSION THIS _____ DAY OF _____, 20____

SENIOR PLANNER _____
DAN TEATERS

THIS DOCUMENT WAS DRAFTED BY ANDREW HUNTER

Attachment: Preliminary CSM (6440 : Recommendation from Plan Commission regarding a Proposed Extraterritorial One Lot Certified Survey M)

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

MEETING DATE: December 5, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Recommendation from the Redevelopment Authority regarding
Proposed Facade Grant Program Guidelines.

ATTACHMENTS:

- Facade Grant Guidelines Revised 11-28-17 (DOCX)
- Facade Grant App (PDF)

City of De Pere MEMORANDUM



To: Common Council
From: Kimberly Flom, Economic Development & Planning Director
Date: November 28, 2017

RE: **Façade Grant Program Guidelines**

The below Façade Grant Program Guidelines have been prepared to provide clearer direction for potential applicants and to make the review process more efficient. The RDA reviewed the guidelines at their September and November meetings. The below guidelines have been updated from the original based on feedback from the RDA.

Program History

The façade grant program has been investing in downtown buildings for approximately 10 years. In that time, the Redevelopment Authority (RDA) and Common Council approved 24 applications. Tax Increment Financing dollars are used to fund the program, and are generally allocated at \$30,000/year, per TID District. In 2017, the RDA approved approximately \$18,000 of façade grant funding for three buildings on the west side of Downtown De Pere. The attached application includes more information about required submittal items and the review process.

Program Objectives

1. Support the rehabilitation and renovation of building exterior facades in Downtown De Pere.
2. Support the job creation and business development in Downtown De Pere.
3. Support the renovation of historic buildings in Downtown De Pere.

Program Guidelines

1. Program administered in conjunction with Definitely De Pere (Definitely De Pere provides feedback on design and serves as the Main Street Program contact for architectural services).
2. Architectural designs and renderings that implement a historic renovation and/or follow the Main Street Design Guidelines are highly encouraged.
3. Property must be located in a Downtown Tax Increment Financing District (TID 5, 7, or 9).
4. Funds reviewed and distributed on a 'first come, first serve' basis.
5. Grant covers 20% of project cost. \$4.00 of private funds to each \$1.00 of public grant funds disbursed (\$40,000 expenditure for \$10,000 grant).
6. Owners are limited to a maximum of \$10,000 over their term of ownership of the property.

Attachment: Façade Grant Guidelines Revised 11-28-17 (6454 : Façade Grant Program Guidelines)

7. Applications should be reviewed by the RDA prior to work commencing on the project.
8. In rare cases (due to weather, contractor availability, etc), the RDA may consider approving funding for work completed within 90 days of an application submittal.
9. Retroactive funding requests for work completed before an application submittal will not be considered.
10. Façade grant funds may be used for any side of the building.
11. Funds are distributed only after receipts are submitted and a City building inspector reviews the work.

Eligible & Ineligible Expenses

Eligible Expenses

1. New Windows and Doors
2. Window and Door Repair
3. Exterior Demolition
4. Exterior Construction including, electric, materials, labor.
5. Exterior Lighting
6. Pressure Washing
7. Painting
8. Roof upgrade/replacement that improves the overall building appearance.
9. Gutters/Downspouts
10. Waste Disposal
11. Decorative Awnings (no business specific graphics)
12. Contractor's Fees – Profit – Overhead directly related to exterior work

13. Permanent Exterior Site Work – Landscape, hardscape, pedestrian amenities, pergolas, etc.
14. Signage (if included as part of a more extensive façade renovation project)
15. Other expenses as approved by the Redevelopment Authority

Ineligible Expenses

1. Signage as a standalone request
2. Any improvement that could be removed from the building as personal property.
3. Interior Improvements
4. Design/Engineering/Professional Fees
5. Roof repair/replacement that does not alter the appearance of the building.

Requested expenses not specifically included in the above list will be reviewed on a case-by-case basis by the Redevelopment Authority and Common Council.

RDA Recommendation

At their meeting on Monday, November 27, the RDA voted 5-0 to recommend approval of the façade grant guidelines.

	CITY OF DE PERE APPLICATION FOR FAÇADE GRANT	Date:
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The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed (\$40,000 expenditure for \$10,000 grant). Grants will only be awarded to projects that are approved by the Redevelopment Authority and Common Council.

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity)	Authorized Representative	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

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

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

SECTION 3: Project or Site Location

Project Address/Description	Parcel No.
-----------------------------	------------

SECTION 4: Project Information

Project Description:			
Estimated Façade Expenses:			
Contractor:			
Estimated Start Date:		Estimated Completion Date:	

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

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

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print)	Title	Phone Number
Signature of Applicant		Date Signed

The City of De Pere, in conjunction with Definitely De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects.

The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed (\$40,000 expenditure for \$10,000 grant). Grants will only be awarded to projects that are approved by the Redevelopment Authority and Common Council.

City of De Pere Façade Grant Program Procedures

1. Notice of Intent

- a) Property owner shall contact the Economic Development/Planning Director in writing or email with the intent to apply for the Façade Grant Program.
- b) The Economic Development/Planning Director shall inform the property owner if funds are available and will provide a copy of the application and Downtown De Pere Inc. design guidelines.

2. Site Plan Requirements

- a) Property owner shall complete (1) hard copy and (1) PDF version of the grant application.
- b) Property owner shall attach (1) hard copy and (1) PDF version of the following:
 - A photo of the existing façade.
 - The proposed project design. Color rendering required.
 - The project cost estimates by major category (design, material, labor, etc).
- c) Application and attachments are submitted to the City Economic Development/Planning Director.

3. City of De Pere Approval

- a) City shares application with Definitely De Pere Inc. and Development Team. Both groups provide recommendations and cursory review.
- b) Grant application and drawings are forwarded to the City Redevelopment Authority (including site plan if necessary) for review and approval.
- c) Grant application and drawings are forwarded to the City Council for review and approval.
- d) If necessary, site plan is forwarded to the City Plan Commission for review and approval if necessary.

4. Property Owner may begin project

- a) After above necessary approvals are received, the property must obtain the necessary building permits.

5. Payment Process

- a) After eligible activities of the project are completed, the owner shall provide the Economic Development/Planning Director with invoices for eligible activities. Director will confirm that match funds have been appropriately spent.
- b) The Economic Development/Planning Director shall contact the building inspector who shall conduct an inspection and certify to the Director that the project work has been completed.
- c) If the building inspector certifies the completed work, the payment is processed and forwarded to the property owner.

**** Owners are limited to a maximum to \$10,000 over their term of ownership of the property.**

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

MEETING DATE: December 5, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee regarding the pre-hearing held on December 5, 2017 on the Operator's License issued to Jack M. Van Dyke, De Pere.

ATTACHMENTS:

- Van Dyke_memo (PDF)

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: November 21, 2017

Subject: Pre-Hearing Request for Jack Van Dyke

I am requesting a pre-hearing for violations observed by De Pere police officers on April 28, 2017, and June 10, 2017 by Jack Van Dyke, manager at the Longbranch Saloon 334 Main Ave. regarding alcohol sales and consumption. The summaries are as follows:

On April 28, 2017, at 12:39am, police noticed persons outside the bar with beers in their hands. Subjects scattered but were apprehended. Citations were issued to two subjects for underage possession, public consumption and false identification, and a citation was issued to the bar manager Jack Van Dyke for permitting alcohol in a public place.

On June 10, 2017, at 1:38am, police responded to a call for service regarding underage persons in the bar. Officers later observed 12 underage persons in the bar and issued citations to each for presence in place of sale and one for false identification. The bar manager Jack Van Dyke was also issued a citation for presence in place of sale.

A pattern of allowing underage persons to purchase, consume, or being present in a restricted place of alcohol sales is evident.

Please forward this request to the council and recommend a full hearing.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 5, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee regarding the pre-hearing held on December 5, 2017 on the "Class B" Combination Liquor License issued to The Cover LLC (DBA The Longbranch), 334 Main Av.

ATTACHMENTS:

- Longbranch_memo (PDF)

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: November 21, 2017

Subject: Pre-Hearing Request for The Cover, LLC dba Longbranch Saloon

I am requesting a pre-hearing for violations observed by De Pere police officers on April 28, 2017, June 10, 2017 and October 10, 2017 at the Longbranch Saloon 334 Main Ave. regarding alcohol sales and consumption. The summaries are as follows:

On April 28, 2017, at 12:39am, police noticed persons outside the bar with beers in their hands. Subjects scattered but were apprehended. Citations were issued to two subjects for underage possession, public consumption and false identification, and a citation was issued to the bar manager for permitting alcohol in a public place.

On June 10, 2017, at 1:38am, police responded to a call for service regarding underage persons in the bar. Officers later observed 12 underage persons in the bar and issued citations to each for presence in place of sale and one for false identification. The bar manager was also issued a citation for presence in place of sale.

On October 10, 2017, at 1:04am, police observed four people on Main at Fourth who were acting suspiciously. Police approached and the people scattered and ran. All were apprehended some distance away. All were intoxicated and all admitted to being in Longbranch Saloon consuming alcohol when asked while separated. Three of the people were underage and one had a false identification. A video of the event was obtained confirming the person's version of the event. Citations were issued for obstructing and underage consumption to the 4 persons. The bartender on-duty was issued a citation for furnishing to an underage person.

A pattern of allowing underage persons to purchase, consume, or being present in a restricted place of alcohol sales has emerged.

Please forward this request to the council and recommend a full hearing.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 5, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee regarding the pre-hearing held on December 5, 2017 on the Class "A" Fermented Malt Beverage License issued to Dolgencorp, LLC (DBA Dollar General), 805 Main Av.

ATTACHMENTS:

- Dollar General_memo (PDF)

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: License Committee

From: Derek A. Beiderwieden, Chief of Police

Date: November 21, 2017

Subject: Pre-Hearing Request for Dollar General

I am requesting a pre-hearing for violations observed by De Pere police officers on March 3, 2017, and September 19, 2017 by employees at the Dollar General 805 Main Ave. regarding an underage alcohol sale and no licensed operator on premises. The summaries are as follows:

On March 3, 2017 at 6:59pm police observed through a sting operation a sale of alcohol to an underage person. The seller was cited for furnishing to underage.

On September 19, 2017 at 1:15pm during a routine license check of the premises police observed no seller on premises even though alcohol sales were occurring. A citation was issued to the employee in charge.

Please forward this request to the council and recommend a full hearing.

Attachment: Dollar General_memo (6467 : Recommendation from License on Pre-hearing request Dollar General)

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

MEETING DATE: December 5, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a Temporary Premise Description Change for St. Norbert College.

ATTACHMENTS:

- SNC_Temporary Premise Description Change (PDF)

Premise Description Change

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning JULY 1 20 17 ;
ending JUNE 30 20 18

TO THE GOVERNING BODY of the: ☐ Town of }
☐ Village of } DEPERE
☒ City of }

County of BROWN Aldermanic Dist. No. _____ (If required by ordinance)

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

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

2. Name (Individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ST. NORBERT COLLEGE, INC.

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>PRESIDENT BRIAN BRUESS</u>	<u>1527 FOX RIDGE CT</u>	<u>54115</u>
Vice President/Member			
Secretary/Member	<u>SECRETARY AMY SORENSON</u>	<u>1521 BAY HIGHLANDS</u>	<u>54311</u>
Treasurer/Member	<u>TREASURER EILEEN JAHNKE</u>	<u>3435 BAY HIGHLANDS</u>	<u>54311</u>
Agent	<u>CATERING DIRECTOR TERRIE DUBOIS</u>	<u>118 S. WASHINGTON ST B114</u>	<u>54301</u>

- Directors/Managers
3. Trade Name ST NORBERT COLLEGE Business Phone Number 9204031352
4. Address of Premises SEE ATTACHED Post Office & Zip Code 54115
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) Corporate/limited liability company applicants only: Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SEE ATTACHED-FOR DATES OF EXTENSION OF PREMISE
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
(b) If yes, under what name was license issued? ST NORBERT COLLEGE INC
12. Does the applicant understand they must file a Special Occupational Tax return (TYB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. ☒ Yes ☐ No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 15th day of November, 20 17

Patricia A. Wery
(Clerk/Notary Public)

My commission expires 2/14/20

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

Eileen M. Jahnke
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Extension of Premise for:

Bush Art Center; First floor area outside the gallery, 403 Third Street(attached to Michels Commons which is licensed)

Thursday, January 25, 2018 4:30-7 pm

Thursday, March 1, 2018 4:30-7 pm

Thursday, April 19, 2018 4:30-7 pm

Cassandra Voss Center; First floor meeting space, 311 Grant Street

Monday, January 15th, 2018 4:30-7pm

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 5, 2017

DEPARTMENT: Common Council

FROM: Angela Zills

SUBJECT: Ordinance #17-22, Revising Chapter 54 De Pere Municipal Code
(Building Code).

Changes to the Building Code were recommended for approval by the Finance/Personnel Committee at its September 12, 2017 meeting.

ATTACHMENTS:

- Ord17-22 (DOCX)
- Chapter_54___BUILDING_CODE-Redlined Ordinance (DOCX)
- Code Update Memo (DOC)

ORDINANCE #17-22

REVISING CHAPTER 54 DE PERE MUNICIPAL CODE
(BUILDING CODE)

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

Section 1: **Sec. 54-1. – Scope of this chapter.**, is hereby amended by deleting the reference to “commerce safety and buildings division” in paragraph (2) and substituting “safety and professional services” therefore.

Section 2: **Sec. 54-2. – Definitions.**, is hereby amended by:

1. deleting the reference to “commerce” from the definition of “*Approved*” and substituting “safety and professional services” therefore;
2. deleting the reference to “commerce safety and buildings division” from the definition of “*Certified inspector*” and substituting “safety and professional services” therefore;
3. deleting the phrase “200 square feet or greater” from the definition of “*Detached Building*”;
4. adding the reference to “State of Wisconsin” prior to “Uniform Dwelling Code” in the definition of “*Existing dwelling*”; and
5. deleting the definition of “Hotel” in its entirety;

Section 3: **Sec. 54-3. – Uniform Dwelling Code.**, is hereby amended as follows:

1. by deleting the first sentence of paragraph (a) following the title “*State uniform dwelling code adopted.*” and replacing it with “Wis. Admin. Code SPS Chapters 321 through 325, in association with SPS 326, Manufactured Homes, and SPS 328, smoke detectors are hereby adopted by reference and made part of this chapter as if fully set forth.”;
2. by deleting the reference to “comm. 20” in paragraph (d)(3) and substituting “SPS 320.05(3)” therefore;
3. by adding the following as paragraph (d)(3)b.: “Ceiling height in existence prior to June 1, 1980 serving existing habitable space and basements may have a ceiling height not less than 6 feet 10 inches.” and re-lettering all subsequent remaining paragraphs accordingly;

4. by deleting all references to “comm. 21.03(6)” in newly re-lettered paragraph (d)(3)d. (formerly (d)(3)c.) and substituting therefore “SPS 321.03(6)” in the first instance and “SPS 321.01(6)” in the second instance;
5. by deleting “82” from paragraph (7)b. and substituting “SPS 382.21(1)” therefore;
6. by adding “email” following “orally,” in the second sentence of (7)g.;
7. by deleting paragraph (9) in its entirety; and
8. by labeling (d) “*Certificate of occupancy and use.*” as new paragraph (9) and re-lettering sub-paragraphs (1), (2) and (3) as (a), (b) and (c).

Section 4: **Sec. 54-4. – Commercial buildings.**, is hereby repealed and recreated as follows:

- (a) *Wisconsin Uniform Commercial Building Code (UCBC).* Wis. Admin. Code SPS 361 and SPS 360-66 are hereby adopted by reference and made part of this chapter as if fully set forth. Any act required to be performed or prohibited by any such provision is required or prohibited by this chapter. Any future amendments, revisions, or modifications of the state commercial building code provisions incorporated in this chapter are intended to be made a part of this chapter to secure uniform state regulation.
- (b) *Commercial buildings.* Notwithstanding the provisions of the state uniform commercial building code, no commercial building (i.e., any building not covered by the uniform dwelling code) shall be built, enlarged, altered or repaired unless a building permit for that work has first been obtained by the owner or owner's agent from the building inspector. Application for such building permit shall be made as required by Wis. Admin. Code SPS 361 and a copy of such permit, together with the plans and specifications for such construction activities, shall be filed with the building inspector for review in accordance with the requirements of the Wis. Admin. Code SPS 361, and the state uniform commercial building code SPS 360-66.
- (c) *Design.* a. Pursuant to Wis. Stats. § 443.14, a public building, structure or place of employment shall be designed by an architect or an engineer, except as provided under Wis. Stats. §§ 443.14 and 443.15; b. Pursuant to Wis. Stats. § 443, a component or a system, including an electrical system, a fire protection system, a heating ventilating and air conditioning system shall be designed by an architect, engineer, or a designer of engineering systems, except as provided under Wis. Stats. §§ 443.14 and 443.15.
 - (1) Pursuant to SPS 361.30-1, the following buildings are exempt from state plan review containing less than 25,000 cubic feet in volume:
 - Buildings of group assembly A-2; A-3
 - Business B;

Factory F;

Mercantile M;

Storage S; and

Utility and miscellaneous U containing less than 25,000 cubic feet in volume.

(d) *Supervision Pursuant to SPS 361.40.*

- (1) Except as provided in par. (a), the proposed construction of a project within the scope of this code shall be supervised by one or more Wisconsin registered architects or engineers, except that Wisconsin registered designers may supervise the installation of heating, ventilating and air conditioning systems, fire protection systems and illumination systems. The person responsible for supervision shall also be responsible for the construction and installation being in substantial compliance with the approved plans and specifications. If the supervising architect, engineer or designer is confronted with a nonconformance with the code during or at the end of construction, that party, together with the designing architect, engineer or designer shall effect compliance or shall notify the department of the noncompliance.

(a) A project does not require supervision by a Wisconsin registered architect or engineer, if the project qualifies under one of the following conditions:

- (1) The building contains less than 50,000 cubic feet total volume.

- (2) An addition to an existing building does not cause the entire building to contain or exceed a volume of 50,000 cubic feet.

(b) For the purposes of this paragraph, the utilization of the fire walls to divide up a building does not create separate buildings.

- (2) *Compliance statement.* Pursuant to SPS 361.40(4), prior to initial occupancy of a new building or addition, and prior to final occupancy of an alteration of an existing building, the supervising architect, engineer, or designer shall file a written statement with the authority that issued plan approval certifying that, to the best of his or her knowledge and belief, construction of that portion to be occupied has been performed in substantial compliance with the approved plans and specifications. This statement shall be provided on a form prescribed by the department.

- (e) *Change of occupancy or use.* Pursuant to SPS 361.03(c)(11), except as provided in sub. (12), no change may be made in the use or occupancy of any building or structure, or any space within a building or structure, that would place the building, structure or space either in a different division of the same group of occupancies or in a different group of occupancies, unless the building, structure or space complies with this code's requirements for the new division or group of occupancies, as these requirements exist on the following dates:

- (1) Pursuant to Wis. Admin. Code SPS 361.30, the date when plans for the change in occupancy or use are approved by the department or authorized representative;
 - (2) The date a local building permit is issued, if plan submittal and approval is not required under Wis. Admin. Code SPS 361.30;
 - (3) The date construction is initiated, where pars. (1) and (2) do not apply.
 - (4) The date an occupancy permit is issued, where pars. (1) to (3) do not apply.
- (f) *Existing buildings and structures.* Unless otherwise stated in the state uniform commercial building code, an existing building or structure, and every element, system, or component of an existing building or structure shall be maintained to conform with the building code requirements that applied when the building, structure, element, system, or component was constructed, and to conform to the International Existing Building Code as adopted into the uniform commercial building code.

Section 5: **Sec. 54-5. – Excavation and grading.,** is hereby amended by repealing and recreating (3) *Rear yard elevations.,* as follows:

(3) *Rear yard elevations.* The rear lot finished grades or elevations before seeding or sodding shall conform with +/- one inch, to the grade elevations established by the city-approved storm water drainage plan for the subdivision in which subject property is located. The property owner shall maintain such elevation.

Section 6: **Sec. 54-7. – Swimming pools, hot tubs, spas and backyard ponds.,** is hereby amended as follows:

1. deleting the reference to “comm. 81 85” in paragraph (e)(6) and substituting “SPS 382-85” therefore; and
2. deleting the reference to “comm. 16” in paragraph (e)(7) and substituting “SPS 316” therefore;

Section 7: **Sec. 54-8. – Moving or razing buildings.,** is hereby amended by adding “Historic Preservation” following the phrase “unless the chair of the” in paragraph (f)(1).

Section 8: **Sec. 54-10. – Heating, ventilating and air conditioning permit fees.,** is hereby amended by adding “heated” following the phrase “calculation shall include all” in paragraph (c)

Section 9: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 10: This ordinance shall take effect on January 1, 2018.

Ordinance #17-22
Page 5 of 5

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of
December, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 09/12/17

Publication Date: _____

Effective Date: _____

Attachment: Ord17-22 (6425 : Ordinance #17-22, Ordinance Revising Chapter 54 De Pere MC)

Chapter 54 - BUILDING CODE

Sec. 54-1. - Scope of this chapter.

The purpose of this chapter is to:

- (1) Exercise jurisdiction over the construction and inspection of new one-family and two-family dwellings, additions or alterations to existing one and two-family dwellings, detached garages and accessory buildings.
- (2) Provide for plan review and onsite inspections of one and two-family dwellings by inspectors certified by the state department of ~~commerce~~ safety and ~~professional services~~buildings division.
- (3) Provide for review and onsite inspection of commercial structures to the extent permitted by, and subject to, state law.
- (4) Provide for the collection and establishment of fees to defray administrative costs.
- (5) To adopt relevant state statute and administrative code provisions to promote the interests stated in this section.

Sec. 54-2. - Definitions.

Accessory building means a detached building or structure, not used as a dwelling unit but is incidental to that of the main building which is located on the same lot.

Accessory use means a use incidental to the use of the main building or to the principal use of the premises.

Addition means new construction performed on a building which increases the outside dimension of the building.

Alteration means an enhancement, upgrading or substantial change or modification other than an addition or repair to a dwelling or to the electrical, plumbing, heating, ventilating, air conditioning and other systems within a dwelling.

Approved means an approval by the department of ~~commerce~~safety and professional services or its authorized representative. Approval is not to be construed as an assumption of any legal responsibility for the design or construction of the dwelling or building component.

Apartment means a part of a building occupied or designed or intended to be occupied by one or more persons as a single-living unit or as a single-family housekeeping unit and which includes the use of kitchen facilities, either in private or in common with others.

Apartment house means any building, which is occupied or designed to accommodate three or more apartments.

Attic means a space under the roof and above the ceiling of the topmost part of a dwelling.

Balcony means a landing or porch projecting from the wall of a building.

Base flood elevation; means the elevation shown on a flood insurance rate map (FIRM) that indicates the water surface elevation resulting from a flood that has a one-percent chance of equaling or exceeding that level in any given year.

Basement means that portion of a dwelling below the first floor or ground floor with its entire floor below grade.

Best management practices means practices, techniques or measures that the department determines to be effective means of preventing or reducing pollutants of surface water generated from construction sites.

Building means Any structure built, used, designed for support, shelter, protection, or enclosure of people, animals, or property of any kind.

Carport means a structure used for storing motorized vehicles that is attached to a dwelling and that has at least two sides completely enclosed.

Certified inspector means a person certified by the department of ~~commerce~~ safety and ~~professional services~~ buildings division to engage in the administration and enforcement of the uniform dwelling code.

Conditioned space means space within a dwelling envelope, which is provided with heated or cooled air or surfaces to provide a heated or cooled space.

Crawl space means that portion of a dwelling below the first floor with its entire floor below grade, which has a clearance of 18 inches or more between the crawl space floor and the underside of the dwelling floor joist framing..

Dead load means the vertical load due to all permanent structural and nonstructural components of the building such as joists, rafters, sheathing, finishes and construction assemblies such as walls, partitions, floors, ceilings and roofs.

Deck means an open, unenclosed exterior floor structure attached or adjacent to the exterior wall of a building.

Detached building means any building ~~200 square feet or greater,~~ which is not physically connected to the principal structure.

Direct-vent appliance means a gas burning appliance that is constructed and installed so that all air for combustion is obtained directly from the exterior of the building and all flue gases are discharged to the outside of the building.

Dwelling means a building or portion thereof, but not a manufactured or mobile home, designed or used exclusively for residential occupancy, including single-family, two-family, and multiple family buildings, but not including hotels or motels.

Dwelling envelope means the elements of a dwelling with enclosed conditioned space through which thermal energy may be transferred to or from the exterior.

Dwelling unit means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used for living, sleeping, cooking and eating of meals by one person or by two or more persons maintaining a common household, to the exclusion of all others.

Exit means a direct, continuous, unobstructed means of egress from inside the dwelling to the exterior of the dwelling.

Existing dwelling means a dwelling erected prior to the effective date of the State of Wisconsin Uniform Dwelling Code (June 1, 1980).

First floor means the first floor level above any ground floor or basement or, in the absence of a ground floor or basement, means the lowest floor level of a building.

Flight means a continuous series of steps with no intermediate landings.

Floor area means the habitable area of a room that has a ceiling height of at least seven feet. Rooms with less than seven feet in height for more than 50 percent of the area are not considered to be floor areas.

Garage means a structure used for storing motorized vehicles that has more than two sides completely enclosed.

Ground floor means that level of a dwelling, below the first floor, located on a site with a sloping or multilevel grade and which has a portion of its floor line at grade.

Habitable room means any room used for sleeping, living or dining purposes, excluding such enclosed places as kitchens, closets, pantries, bath or toilet rooms, hallways, laundries, storage spaces, utility rooms and similar spaces.

~~*Hotel.* See appendix A, section 14.03(89) of this Code.~~

Infiltration means the uncontrolled inward air leakage through cracks and interstices in any dwelling and around windows and doors of a dwelling caused by the pressure effects of wind, and the effect of differences in the indoor and outdoor air density.

Kitchen means an area used, or designed to be used, for the preparation of food.

Landing means the level portion of a stairs located between flights of stairs or located at the top and foot of a stairs.

Listed and listing means equipment or building components, which are tested by an independent testing agency and accepted by the department of commerce.

Live load means the weight superimposed on the floors, roof and structural and nonstructural components of the dwelling through use and by snow, ice or rain.

Mechanical draft venting system means a venting system for a gas burning appliance that is designed to remove flue or vent gases by mechanical means, such as a fan which may consist of an induced draft portion under nonpositive static pressure or a forced draft portion under positive static pressure.

Naturally vented appliance means an appliance with a venting system designed to remove flue or vent gases under nonpositive static vent pressure entirely by natural draft.

Occupant means an individual or individuals residing in a dwelling or dwelling unit.

Owner means any person having a legal or equitable interest in the dwelling.

Porch means an unenclosed exterior structure at or near grade attached or adjacent to the exterior wall of any building, having a roof and floor.

Repair means the act or process of restoring to original soundness, including redecorating, refinishing, nonstructural repairs, or maintenance, or the replacement of existing fixtures, systems or equipment with the equivalent fixture, system or equipment.

Stabilized means action taken at a site to minimize erosion by mulching and seeding, sodding, landscaping, placing concrete or gravel, or other techniques to prevent soil loss.

Stairway means one or more flights of steps, and the necessary platforms or landings, winder treads, to form a continuous passage from one elevation to another.

Step(s) means a unit(s) consisting of one riser and one tread, alone or in series.

Storage shed means an accessory structure not attached to the principal dwelling, 200 square feet or smaller.

Story means is that portion of a building located above the basement, between the floor and the ceiling.

Structure means anything constructed, the use of which requires location on the ground or attachment to something having location on the ground.

Structural alteration means any change in the supporting members of a building, such as bearing walls, columns, beams, or girders, except such alteration as may be required for the safety of the building.

Structural analysis means a branch of physical sciences, which uses the principal of mechanics in analyzing the impact of loads and forces and their affect on the physical properties of materials in the form of internal stress and strain.

Vent means a vertical flue or passageway to vent fuel-burning appliances.

Window means a glazed opening in an exterior wall, including glazed portions of doors, within a condition space.

Sec. 54-3. - Uniform Dwelling Code.

- (a) *State uniform dwelling code adopted.* Wis. Admin. Code ~~Comm. SPS~~ Chapters ~~3219~~ through ~~325~~, in association with ~~Comm. 27SPS 326~~ Manufactured Homes, and ~~Comm. 28SPS 328~~, smoke detectors are hereby adopted by reference and made part of this chapter as if fully set forth. Any act required to be performed or prohibited by any such provision is required or prohibited by this chapter. Future amendments, revisions, or modifications of the Wisconsin Administrative Code provisions incorporated in this chapter are intended to be made a part of this chapter to secure uniform state regulation of one-family and two-family dwellings in this city. The Wisconsin Administrative Codes, as adopted in this chapter, are intended to apply to additions and alterations to one and two-family dwellings, including existing one-family and two-family dwellings, which were built prior to June 1, 1980 (effective adoption date of the uniform dwelling code), detached garages, accessory buildings, as well as new construction. A copy of these Wisconsin Administrative Code provisions and any future amendments shall be kept on file in the office of the city building inspector.
- (b) *Enforcement and right to inspect.* The building inspector or any inspector of the building inspection department, are hereby authorized and directed to administer and enforce all of the provisions of the uniform dwelling code. The building inspector or any inspector of the of the building inspection department, as a condition of the issuance of a building permit, shall have the authority to enter at any reasonable time during normal work hours, during the course of the work and until final inspection and approval thereof has been given to inspect such premises for compliance of all state and municipal codes in this chapter.
- (c) *Building permits required.* No one-family or two-family dwelling shall be built, enlarged, altered or repaired unless a building permit for that work shall first be obtained by the owner or his or her agent from the building inspector. Application for a building permit shall be in writing upon the form designated by the state uniform dwelling permit application.
- (d) (1) *Repairs and additions requiring a permit.* No addition, alteration or repair to an existing one-family or two-family dwelling shall be undertaken unless a building permit for this work is first obtained by the owner or his or her agent from the building inspector. The inspector may not require a permit for minor repairs (i.e., repairs or alterations not affecting occupancy, area, structural integrity, fire protection, exits, lighting or ventilation).
- (2) *Accessory buildings.* No accessory building or structure, including detached garages, open sheds, roof covered patios, gazebos, pergolas, fences, or any other accessory building or structure, shall be constructed, enlarged, altered or repaired unless a building permit for that work shall first be obtained by the owner or his or her agent from the building inspector.
- (3) *One-family and two-family homes built prior to June 1, 1980.* No addition, alteration, or repair to a one-family or two-family dwelling that was built before June 1, 1980 as per the effective date of the adoption of the uniform dwelling code shall be undertaken unless a building permit for this work is first obtained by the owner or his or her agent from the building inspector. The inspector may not require a permit for minor repairs (i.e., repairs as defined in ~~comm. 29SPS 320.05(3)~~ of the uniform dwelling code, alterations not affecting occupancy, area, structural integrity, fire protection, exits, lighting or ventilation). The

following conditions shall be exempt from compliance with the uniform dwelling code when the following conditions exist including but not limited to:

- a. Stairways in existence prior to June 1, 1980 serving existing habitable space and basements may be rebuilt within the same stairwell opening provided that the remodeled stair system shall not be less compliant than the preexisting stair system. The dimension of the riser shall not be greater than the dimension of the tread or nine inches. A minimum of six feet of headroom shall be provided. The minimum width shall not be less than 32 inches.
 - b. Ceiling height in existence prior to June 1, 1980 serving existing habitable space and basements may have a ceiling height not less than 6 feet 10 inches.
 - cb. Habitable areas above the second floor with a single exit may continue to exist unless and addition is built to the third floor or the floor area is expanded, a second exit would be required in accordance with the uniform dwelling code.
 - de. Windows that do not conform to the required minimum egress size in accordance with the uniform dwelling code ~~comm. 21.03 (6)~~SPS 321.03(6) that are not altered may continue to exist unless an addition or alteration is performed. A bedroom in a basement shall be required to conform to ~~comm. 21.03 (6)~~SPS 321.01(6).
- (4) *Submission of plans.* The applicant shall submit two sets of plans along with a comprehensive site plan and soil erosion control plan for new construction to one-family and two-family dwellings at the time that the building permit application is filed. A complete set of building, electrical, plumbing and HVAC plans shall accompany every permit application for alterations and remodeling to all one-family and two-family additions, alterations and remodeling. All required plans submitted for approval, shall be accompanied by sufficient data, calculations and information to determine if the dwelling will meet the minimum requirements of the uniform dwelling code.
 - (5) *Issuance of the permit.* If the building inspector finds that the proposed building repair, alteration or addition complies with all city ordinances and the uniform dwelling code, the building inspector shall approve this application. The issued building permit shall be posted in a conspicuous place at the building site. A copy of any issued building permit shall be kept on file with the building inspection department. All issued permit becomes null and void if work or construction authorized is not commenced within 12 months or if construction or work is suspended or abandoned for a period of 12 months at any time after work is commenced.
 - (6) *Required inspections and requests.* Prior to concealment of any electrical, plumbing, or HVAC installations, buildings shall be inspected at such times and in such manner to be in accordance with all state and local codes, ordinances, or rules applicable thereto. No structural portion of any building or structure shall be covered or concealed until the completion of the required inspections and approval by the building inspector. The permit applicant or an authorized representative shall notify the building inspector after completion of the required inspections as listed below (inspection types) orally, email or in writing. The building inspector shall make a reasonable effort to conduct all inspections in a timely manner. Work shall not proceed until required inspections have been completed and approval by the building inspector, except that construction may proceed if an inspection has not been performed within two business days after proper notification has been given.
 - (7) *Inspection types.* The following inspections shall be completed for all projects whenever applicable.
 - a. *Erosion control inspection.* Erosion control measures shall be inspected after implementation and concurrently with the following required inspections for proper maintenance.

- b. *Building sanitary, storm, and water service inspection.* The building sanitary, storm sewer, and water service shall be inspected in accordance with ~~chapter 82~~SPS 382.21(1) of the state plumbing code prior to be covered or concealed.
 - c. *Footing, drain tile, and foundation inspection.* Footings, drain tiles systems at the footings, and foundations shall be inspected after forms have been removed and required insulation and washed stone over the drain tile are in place, prior to backfilling.
 - d. *Underground building drains and drain tile inspection.* Plumbing building drain, drain tile, washed stone base, and required sub slab vapor retarder shall be inspected prior to backfilling or placement of basement slab floors.
 - e. *Rough inspection.* General building construction, plumbing, HVAC, and electrical installations shall be inspected after all work is complete, but before any of the installations are covered or concealed.
 - f. *Insulation inspection.* Insulation, vapor retarders, air barriers, and exterior drainage planes shall be inspected after installation is complete, but before any of the installations are covered or concealed.
 - g. *Final inspection.* The dwelling shall not be occupied until a final inspection has been made. The permit applicant shall notify the building inspector orally, email or by written notification for a final inspection upon completion of the permitted work, and not more than 30 days after completion. The final inspection shall be performed within five business days after proper notification and prior to the issuance of a certificate of occupancy. The building inspector shall notify the applicant and/or owner in writing of any code violations to be corrected. All code violations shall be corrected within 30 days after written notification unless an extension of time is granted. Failure to obtain a final inspection upon completion of the permitted work, and/or correct noted code violations prior to occupancy, and refused or neglected to pay for previous permits shall be considered in violation of this section and may be subjected to citations and/or a reinspection fee. The building inspector may refuse to issue permits to any person or applicant who has refused or neglected to correct any violations of this chapter.
 - h. *Stop work order.* If a noted violation is not corrected within 30 days, a stop work order may be served on the owner or the owner's representative, and a copy shall be posted at the construction site. Such stop work order shall not be removed except by written notice of the building inspector after satisfactory evidence has been provided that the noted violation(s) have been corrected.
- (8) *Inspection disclaimer.* All inspections are intended to cite conditions of noncompliance in accordance with all state and local code standards that are evident at the time of inspections. An inspection does not involve a thorough examination to all appliances, mechanical systems, and closed structural elements of the building or structure.

~~(9) Pursuant to Wis. Stats. §101.65 (1m) a state uniform building permit may not be issued to a person unless the person holds a dwelling contractor certification, dwelling contractor restricted certification, dwelling contractor financial responsibility certification, or a dwelling contractor financial responsibility restricted certification credential issued by the department of commerce as a registration under s. comm. 5.31, except as provided under Wis. Stats. § 101.654(1)(b).~~

~~Note: Wis. Stats. § 101.654 (1) (b) exempts an owner of a dwelling who resides or will reside in the dwelling and who applies for a building permit to perform work on the dwelling from obtaining a dwelling contractor financial responsibility registration. Under Wis. Stats. § 101.65 (1r), an owner who obtains a building permit needs to sign a statement advising the owner of the potential consequences of hiring a contractor to perform work under the permit who is not bonded or insured under Wis. Stats. § 101.654 (2)(a).~~

~~(9a) Certificate of occupancy and use.~~

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- (a1) *One and two-family dwellings.* No one-family and two-family dwelling shall be used or occupied until the building inspector has issued a certificate of occupancy. The certificate of occupancy shall state that the work has been completed; all violations have been corrected on the final inspection report and that the use or occupancy complies with provisions of this chapter. Every applicant for a building permit shall be deemed to be an application for an occupancy permit.
- (b2) *Alterations and additions of building.* No addition, alteration or repair to an existing building shall be used or occupied until the building inspector has issued a certificate of occupancy. The certificate of occupancy shall state that the work has been completed; all violations have been corrected on the final inspection report and that the use or occupancy complies with the provisions of this chapter. Every applicant for a building permit shall be deemed to be an applicant for an occupancy permit.
- (c3) *Change in use.* No change in use shall be made to an existing building to another use unless all the applicable provisions of the uniform dwelling code and this chapter are complied with.

Sec. 54-4. - Commercial buildings.

- (a) Wisconsin Uniform Commercial Building Code (UCBC). Wis. Admin. Code ~~comm-SPS 361~~ and ~~the Wisconsin Commercial Building Code comm- SPS 360-66~~ are hereby adopted by reference and made part of this chapter as if fully set forth. Any act required to be performed or prohibited by any such provision is required or prohibited by this chapter. Any future amendments, revisions, or modifications of the state commercial building code provisions incorporated in this chapter are intended to be made a part of this chapter to secure uniform state regulation.
- (b) *Commercial buildings.* Notwithstanding the provisions of the state uniform commercial building code, no commercial building (i.e., any building not covered by the uniform dwelling code) shall be built, enlarged, altered or repaired unless a building permit for that work has first been obtained by the owner or owner's agent from the building inspector. Application for such building permit shall be made as required by Wis. Admin. Code ~~comm-SPS 361~~ and a copy of such permit, together with the plans and specifications for such construction activities, shall be filed with the building inspector for review in accordance with the requirements of the Wis. Admin. Code ~~comm-SPS 361~~, and the state uniform commercial building code ~~comm-60-66 SPS 360-66~~.
- (c) *Design.* a. Pursuant to Wis. Stats. § 443.14, a public building, structure or place of employment shall be designed by an architect or an engineer, except as provided under Wis. Stats. §§ 443.14 and 443.15; b. Pursuant to Wis. Stats. § 443, a component or a system, including an electrical system, a fire protection system, a heating ventilating and air conditioning system shall be designed by an architect, engineer, or a designer of engineering systems, except as provided under Wis. Stats. §§ 443.14 and 443.15.
- (1) Pursuant ~~to s. comm-61-30 to SPS 361.30-1~~, the following buildings are exempt from state plan review containing less than 25,000 cubic feet in volume:
 - Buildings of group assembly A-2; A-3
 - Business B;
 - Factory F;
 - Mercantile M;
 - Storage S; and
 - Utility and miscellaneous U containing less than 25,000 cubic feet in volume.
- ~~(2) Buildings exempt from plan review if registered:~~

Buildings of group A-2;

Business B;

Factory F;

Mercantile M;

Storage S;

Utility; and

Miscellaneous U containing 25,000 to less than 50,000 cubic feet in volume.

~~(d) Plan review and approval. Except as provided below the construction of, the alteration of or the addition to a public building or a place of employment may not commence unless plans for the project have been submitted to and approved by the department of commerce or its authorized representative.~~

~~(1) Buildings exempt from plan review:~~

~~Assembly group A-2;~~

~~Business group B;~~

~~Factory group F;~~

~~Merchandise group M;~~

~~Storage group S; and~~

~~Utility and miscellaneous group U, if such building contains less than 24,000 cubic feet in volume, as set forth in Wis. Admin. Code comm. 61.30.~~

~~(2) Buildings exempt from plan review, if registered:~~

~~Assembly group A-2;~~

~~Business group B;~~

~~Factory group F;~~

~~Mercantile group M;~~

~~Storage group S;~~

~~Utility and miscellaneous group U, if such building contains 25,000 to less than 50,000 cubic feet in volume, as set forth in Wis. Admin. Code comm. 61.30.~~

~~(de) Supervision Pursuant to SPS 361.40 and inspections.~~

- (1) Except as provided in par. (a), the proposed construction of a project within the scope of this code shall be supervised by one or more Wisconsin registered architects or engineers, except that Wisconsin registered designers may supervise the installation of heating, ventilating and air conditioning systems, fire protection systems and illumination systems. The person responsible for supervision shall also be responsible for the construction and installation being in substantial compliance with the approved plans and specifications. If the supervising architect, engineer or designer is confronted with a nonconformance with the code during or at the end of construction, that party, together with the designing architect, engineer or designer shall effect compliance or shall notify the department of the noncompliance.

(a) A project does not require supervision by a Wisconsin registered architect or engineer, if the project qualifies under one of the following conditions:

(1) The building contains less than 50,000 cubic feet total volume.

(2) An addition to an existing building does not cause the entire building to contain or exceed a volume of 50,000 cubic feet.

(b) For the purposes of this paragraph, the utilization of the fire walls to divide up a building does not create separate buildings.

~~The proposed construction of a project within the scope of the state commercial building code shall be supervised by a state-registered architect or engineer, except that a state-registered designer may supervise the installation of heating, ventilation and air conditioning systems, fire protection systems and illumination systems.~~

~~(2) A project does not require supervision by a state-registered architect or engineer, if the project or building contains less than 50,000 cubic feet total volume or an addition to an existing building does not cause the entire building to contain or exceed a volume of 50,000 cubic feet.~~

~~(32) Compliance statement. Pursuant to SPS 361.40(4), Prior to initial occupancy of a new building or addition, and prior to final occupancy of an alteration of an existing building, the supervising architect, engineer, or designer shall file a written statement with the authority that issued plan approval certifying that, to the best of his or her knowledge and belief, construction of that portion to be occupied has been performed in substantial compliance with the approved plans and specifications. This statement shall be provided on a form prescribed by the department.~~

~~(ef) Change of occupancy or use. Pursuant to SPS 361.03(c)(11), except as provided in sub. (12), No change may be made in the use or occupancy of any building or structure, or any space within a building or structure, that would place the building, structure or space either in a different division of the same group of occupancies or in a different group of occupancies, unless the building, structure or space complies with the state commercial building code's requirements for the new division or group of occupancies, as these requirements exist on of these the following dates:~~

~~(1) Pursuant to Wis. Admin. Code comm. 61.30SPS 361.30, the date when plans for the change of in occupancy or use are approved by the department of commerce or authorized representative;~~

~~(2) The date thea local building permit is issued, if plan submittal and approval is not required under Wis. Admin. Code comm. 61.30SPS 361.30;~~

~~(3) The date construction is initiated, where pars. (1) and (2) do not apply.~~

~~(34) The date anthe occupancy permit is issued, where pars. (1) to (3) do not apply.~~

~~(fg) Existing buildings and structures. Unless otherwise stated in the state uniform commercial building code, an existing building or structure, and every element, system, or component of an existing building or structure shall be maintained to conform with the building code requirements that applied when the building, structure, element, system, or component was constructed, and to conform to the International Existing Building Code as adopted into the stateuniform commercial building code.~~

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Sec. 54-5. - Excavation and grading.

(a) *Excavations as public nuisance.* Excavations started and not used within six months from the date of initial excavation shall be deemed a nuisance and shall be restored to the original grade level by backfilling, and the owner shall, upon notification from the building inspector in writing, cause such excavation to be properly filled and leveled off within ten days after receiving such notice. Upon failure to comply with such notice, the building inspector may enter upon the premises with such assistance as may be necessary, causing the condition to be corrected and the costs charged against the property and may become a lien against such property and be assessed and collected as

a special tax. This section shall also apply to excavations left by the removal or razing of a building, except that such type of excavation shall be deemed a nuisance 30 days after its creation. Nothing in this subsection is intended to in any way abrogate the responsibility of guarding, fencing or otherwise prohibiting access to open excavations.

(b) *Grading.*

- (1) *Stormwater drainage plan.* At the time a building permit is issued, the building inspector shall provide the permit applicant with a copy of the subdivision stormwater drainage plan prepared by the city in addition to the erosion control permit for such parcel. The stormwater drainage plan shall be accompanied by a copy of subsection 46-4(e) DPMC regarding stormwater drainage easement restrictions.
- (2) *Front and side yard elevations.* The finished grade or elevation of a lawn for any structure measured at a point along the front or sides of such structure shall be not less than 18 inches, nor more than 30 inches above the highest point of the established curb elevation of the abutting street(s). In any situation where a building cannot meet the grading requirements set forth in this section due to the topography of such lot or the topography of an abutting street, the building inspector may allow for reasonable variations of such grading requirements.
- (3) *Rear yard elevations.* The rear lot finished grades or elevations before seeding or sodding shall conform within +/- one inch, to the grade elevations established by the city ~~as entered on the erosion control permit issued for the subject property~~ approved storm water drainage plan for the subdivision in which subject property is located. The property owner shall maintain such elevation.

Sec. 54-6. - Littering and damage to property during construction.

- (a) *Prohibited acts.* No person shall cause, maintain or permit the littering of any public or private property with mud, dust, brush, stumps, tree limbs, construction or other types of debris as the result of any construction undertaken within the city. No person shall cause damage to any public street, sidewalk, alley, curb, gutter, sewer system or property. No person shall disturb, damage, or otherwise alter the grade elevation established within any city stormwater drainage easement noted on the property subdivision.
- (b) *Enforcement.*
 - (1) Upon issuance of a building or wrecking permit, except for minor alterations, a refundable cash deposit of \$100.00 shall be deposited with the city clerk-treasurer by the person securing the permit, referred to in this section as the "owner." In lieu of a \$100.00 cash deposit for each building or wrecking permit, an individual or firm may provide a cash deposit of \$100.00 covering all permits issued to that individual or firm. This deposit shall be maintained at \$100.00, and the building inspector shall not issue additional permits if the deposit is not maintained at \$100.00 and any deficit incurred in correcting the violation is first reimbursed to the city. This deposit shall be refunded when the individual or firm no longer has any active permits, provided that no violations are outstanding at the time of refund. This deposit shall constitute an agreement on the part of the owner to assume responsibility for compliance with the terms of this section on behalf of all persons directly or indirectly employed in the work for which such permit was secured. In addition to such deposit, the owner shall submit a signed, written statement, filed with the building inspector, setting forth the condition of the street, sidewalk, alley, curb, gutter, sewer system or other public property. Any claim of damage or debris existing prior to commencement of work under the building permit may be inspected and certified by the building inspector and shall not be the liability of the claimant. The building inspector may waive the requirements of a cash deposit if he or she determines that the proposed construction is limited in scope and unlikely to cause any littering or damage.

- (2) If any authorized deputy of the director of public works determines that a violation exists, written notice shall be given the foreman on the site and/or the owner, ordering compliance within not less than four hours nor more than 48 hours. Upon expiration of the order, if compliance has not been achieved, the city may undertake to correct the violation, with all costs being deducted from the cash deposit posted by the owner. If the cost to the city of correcting a violation shall be more than \$100.00, the remainder shall be charged to the owner in the form of a special assessment on the property taxes.
- (3) If the owner transfers title of the property prior to payment of all charges for the correction of violations of this section, responsibility for payment shall remain with him or her and no further permits will be issued until such payment is made.
- (4) Upon completion of final inspection by the building inspector, the cash deposit shall be returned, less any deductions made for the corrections of violations by the city.

Sec. 54-7. - Swimming pools, hot tubs, spas and backyard ponds.

- (a) *Purpose.* The purpose of this section is to provide for the health, safety and welfare of all individuals and to provide land use controls in the city.
- (b) *Application.* This section shall apply to all new, remodeled, altered and relocated private swimming pools, hot tubs, spas and ponds.
- (c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Portable pool means a container of water less than 18 inches in depth that can be readily be disassembled for storage and reassembled to its original integrity.

Spa or hot tub means a hydro massage pool or tub for recreational or therapeutic use, designed for immersion of users, which may or may not have a filter, heater and motor driven blower.

Swimming pool means any depression in the ground, either temporary (installed for a period of less than seven days) or permanent (installed for a duration of more than seven days), or an above ground or below ground container of water, either temporary or permanent, which is 18 inches or greater in depth used primarily for the purpose of wading or swimming, excluding portable pools.

Backyard ponds or landscape pond means any naturally occurring or manmade depression in the ground containing or detaining water, either temporary or permanent which is 18 inches or greater in depth and is used for the purpose of a fish pond or landscape water garden. The definition does not include retention or detention ponds used for a stormwater management plan required by the city as a requirement under chapter 28 of this Code.

- (d) *Permit required.* Before commencing the construction and installation of a swimming pool, hot tub, spa, or pond, a permit authorizing such construction must be obtained from the building inspector. Permit applications shall be accompanied by fully dimensioned plans showing the following information:
 - (1) Location of swimming pool, hot tub, spa or pond on the lot showing the distance from property lines, easements and structures;
 - (2) Location of overhead and/or underground wiring in relation to swimming pool, hot tub, spa, or pond;
 - (3) Dimensions and depth of swimming pool, hot tub, spa or pond;
 - (4) Type, location and height of fence either if existing or proposed;
 - (5) Type, dimensions and location of deck if proposed.

(e) *General requirements.*

- (1) Swimming pools, hot tubs, spas, and ponds shall not be allowed in the front yard and interior side yard building setbacks of interior lots.
- (2) Swimming pools, hot tubs, spas and ponds shall not be allowed in the front yard, corner side yard and interior building setbacks of corner lots.
- (3) Interior side yard and rear yard setbacks for swimming pools, hot tubs, spas and ponds shall be a minimum of ten feet measured from the property line.
- (4) Swimming pools shall not be located closer than five feet to any structure other than a deck.
- (5) Swimming pools, hot tubs and spas shall not be located in utility or drainage easements and shall not be located in a conservancy.
- (6) All plumbing shall meet the requirements of the state plumbing code ~~comm. 81-85~~ SPS 382-85.
- (7) All electrical work shall meet the requirements of the state electrical code, ~~comm.~~ SPS 316 and the National Electrical Code.

(f) *Fence requirements.*

- (1) A fence of not less than four feet in height, measured from grade, shall completely enclose all swimming pools, hot tubs, spas and ponds with the following exceptions:
 - a. Hot tubs and spas do not need fence protection as long as their covers can be fastened and key locked when unattended and shall be able to withstand 150 pounds.
 - b. Where decks surround or adjoin an aboveground swimming pool, hot tub, spa or pond, a three-foot minimum height guardrail mounted to and measured from the deck surface to the top of the guardrail will be considered as meeting the fencing requirements as long as the design and construction regulations of this section are complied with and the overall vertical measurement from grade (ground) level to the top of the guardrail is a minimum height of four feet. Sides of stairs and gates leading to a deck shall also comply with the requirements of this section. Interior side yard and rear yard setbacks for a detached deck surrounding a swimming pool, hot tub, or spa shall be measured ten feet from the property line.
 - c. Ponds may be exempt from the fence requirements if an approved wire screen, mesh or grate is placed and maintained three to four inches below the waterline of sufficient strength to withstand a weight of 100 pounds.
- (2) Fences shall be located a minimum of four feet beyond the outside perimeter of a swimming pool, hot tub, spa or pond.
- (3) Fences shall be constructed and designed so as to prevent penetration of an object greater than four inches in diameter through or under the fence.
- (4) Fences shall be able to withstand 200 pounds of force in any direction and shall be properly maintained in a good state of repair and appearance.
- (5) Fences with horizontal boards spaced more than one inch apart are prohibited.
- (6) All gates or doors opening through a fence enclosure shall be kept securely closed at all times while unattended and shall be equipped with a self-closing and self-latching device designed to keep such gate or door securely closed. All gates or doors shall comply with all other height and structural requirements of this section.
- (7) Portable pools do not need fence protection but must be drained or covered in such a manner as to provide public safety when left unattended.
- (8) To ensure public safety, variances for lesser fence heights than specified in this section shall not be granted.

- (g) *Shielding lights.* Lights used to illuminate any residential swimming pool, hot tub or spa shall be so arranged and shaded as to reflect light away from adjoining premises.
- (h) *Drainage.* In no case shall any swimming pool, hot tub, or spa be drained on to properties other than that of the owner of the swimming pool, hot tub or spa.
- (i) *Sanitation.* Filtration systems shall be maintained in proper working order. The swimming pool, hot tub or spa shall be kept clean and in sanitary condition at all times.
- (j) *Unnecessary noise.* No person shall make, continue or cause to be made or continued, at any swimming pool, hot tub, or spa any loud, unnecessary or unusual noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. In the operation of the swimming pool, hot tub or spa, the use or permitting the use or operation of any radio, receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing of the persons who are in the residential swimming pool, hot tub or spa premises, shall be unlawful.
- (k) *Interference with enjoyment of property rights.* No residential swimming pool, hot tub or spa, shall be so located, designed, operated or maintained so as to interfere unduly with the enjoyment of the property rights of owners of property rights of owners of property adjoining such residential swimming pool, hot, tub or spa located in the neighborhood of such residential swimming pool, hot tub or spa.

Sec. 54-8. - Moving or razing buildings.

- (a) *Permit required.*
 - (1) Except as provided below, a permit is required to move or raze any building in the city. Before such permit is granted by the building inspector, the party applying therefore shall submit a properly completed application for the permit to the building inspection department. Such application shall include:
 - a. Name of applicant;
 - b. Name and address of property owner(s);
 - c. Address and legal description(s) of property involved;
 - d. Description of work to be completed, including street route and travel time where building moving is involved; and
 - e. Such other information as determined necessary by the building inspector.
 - (2) The permit shall require the applicant to indemnify and hold harmless the city from any and all liability arising from said moving or razing activities.
 - (3) A permit shall not be required for moving or razing private accessory sheds.
- (b) *Bond required.* The applicant shall include with such application a surety bond in the sum of \$5,000.00, which bond shall indemnify the city from any costs and expenses which may accrue against the city as the result of granting such permit.
- (c) *Insurance requirements.* No permit to move or raze any building shall be granted until the applicant files a certificate of insurance naming the city as an additional insured with the city clerk-treasurer, giving evidence of liability insurance in the following amounts:
 - (1) *Moving permit.*
 - a. Public liability:
 - i. Bodily injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.

- ii. Property damage: \$500,000.00 each occurrence, \$1,000,000.00 aggregate.
- b. Auto liability:
 - i. Bodily injury: \$100,000.00 each occurrence, \$300,000.00 aggregate.
 - ii. Property damage: \$100,000.00 each occurrence.
- (2) *Razing permit.*
 - a. Public liability:
 - i. Bodily injury: \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate.
 - ii. Property damage: \$500,000.00 each occurrence, \$2,000,000.00 aggregate.
- (d) *Compliance with state law.* The permit holder shall comply with all relevant state statutes and other applicable provisions of this Code.
- (e) *Additional conditions for moving permit.*
 - (1) Applicant shall obtain a street closure permit from the department of public works. Such permit request shall include all necessary approvals from public utilities or communications carriers.
 - (2) The street closure permit may order the move to occur between the hours of 6:30 p.m. and 6:00 a.m. for public safety reasons.
 - (3) The progress in moving any building shall be as continuous as possible during the hours of the day, and day by day, and night if the building inspector or street closure order requires, until complete, with the least possible obstruction of traffic movement.
 - (4) No building shall be allowed to remain overnight on any street crossing or intersection so near thereto as to prevent easy access to any fire hydrant, driveway or within 50 feet of the property line of the intersection of the street extended. Any building left in the street overnight shall be barricaded to protect traffic in accordance with the latest state department of transportation Manual of Uniform Traffic Devices.
 - (5) Tree trimming.
 - a. No permit shall be granted to move a building in, along or upon the public streets of the city if the measurements shown on the application indicate that street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the director of parks, recreation and forestry and their owner.
 - b. If it is necessary to trim any city-owned trees or shrubs to move the building and such trimming is approved by the director of parks, recreation and forestry, such department will trim the trees or shrubs and bill the party receiving the permit. The sureties referred to in this section shall be held until full payment of the costs of such trimming is received from the permit holder.
- (f) *Additional conditions for razing permit.*
 - (1) Except as provided below, a raze permit may be issued not less than ten calendar days following the building inspector's receipt of a fully completed application, unless the chair of the [Historic Preservation Commission](#), in writing, earlier notifies the chief building inspector or assistant building inspector of its non-interest in or completion of documentation of the property.
 - a. The building inspector shall forward such completed application to the chair of the historic preservation commission for it to determine whether the structure subject to the raze permit is listed on the national, state or local register of historic places or if the structure is included in a federal, state or local historic district as a contributing structure. The historic preservation commission may document such structure within the ten calendar day period as permitted by property owner.

- b. If such structure is listed as on the local register of historic places or if such structure is listed as a contributing property in a local historic district under section 38-6 of this Code, the regulations of that chapter shall govern the issuance of any permit to raze the structure.
- c. This subsection shall not apply to structures for which an order has been issued for razing or rehabilitation in accordance with Wis. Stats. § 66.0413 or section 94-12 of this Code.

Sec. 54-9. - Fees for building permits and inspections.

- (a) At the time the application for a building permit is filed, the applicant shall pay such fees for such services as are determined by resolution of the common council. Such fees may include late fees, inspection fees and fees for expedited process.
- (b) For all fees based upon building square footage, the square footage calculation shall include all floor levels, basements, attached garages and all spaces enclosed under a roof. All fees so calculated shall be rounded to the nearest dollar.
- (c) *Permit duration.* All permits requiring state approval and all permits for initial construction of one-family and two-family dwellings shall be valid for a period of two years from date of issuance. All other permits shall be valid for one year from date of issuance. Renewal of expired permits shall include fee assessments for such renewal in addition to other fees required by law.

Sec. 54-10. - Heating, ventilating and air conditioning permit fees.

- (a) *Permit required.* No person shall repair or install any furnace/boiler, air conditioner, fireplace or wood burning stove, or commence any other heating, ventilating or air conditioning work in any structure under the scope of this chapter, or as provided by any Wisconsin Administrative Code provisions adopted under this section, without first obtaining a permit therefore from the building inspector. In addition to any plans and specifications which may be otherwise required by this chapter, the building inspector may require additional information consistent with his or her duty to review such plans prior to issuing a permit under this section.
- (b) *Fees.* The applicant shall, at the time such permit application is filed, shall pay such fee for such services as determined by resolution of the common council. Such fees may include late fees, inspection fees and fees for expedited process.
- (c) For all fees based upon building square footage, the square footage calculation shall include all heated floor levels, basements, attached garages and all spaces enclosed under a roof. All fees so calculated shall be rounded to the nearest dollar.

Sec. 54-11. - Violations and penalties.

- (1) *Records.* The building inspector shall perform all acts and keep all records required under the uniform dwelling code or other state or municipal code adopted hereby. In addition thereto, the inspector shall keep applications for building permits for such purposes and shall regularly number each such permit. A record showing the number, description, and size of all buildings erected indicating the kind of materials used and the cost of each building aggregate cost of all one-family and two-family dwellings shall be kept.
- (2) *Penalty.* No person shall erect, use, occupy or maintain any building or structure subject to regulation under this chapter in violation of any provision of this chapter or to cause or permit any such violation to be committed. Any person violating any provision of this chapter shall, upon conviction, be

subjected to a forfeiture as determined by resolution of the common council, together with the costs of prosecution, and if in default of payment, shall be imprisoned for a period of not less than one day nor more than six months, or until such forfeiture and costs are paid. For purposes of this subsection, each 24-hour period any such violation is allowed to exist shall constitute a separate violation.

Sec. 54-12. - Appeal of building inspection decisions.

Any person feeling aggrieved by an order or determination of the building inspector may appeal from such order or determination as provided by state law. If state law is not applicable, appeal may be to the board of appeals under procedures customarily used to effectuate an appeal to the board of appeals.

City of De Pere

Building Inspection Department

Memo

To: Finance/Personnel Committee
From: Dave Hongisto, Chief Building Inspector
Date: September 5, 2017
Subject: Municipal Code Revisions to Chapter 54 Building Code and Chapter 94 Housing Code

The existing Chapter 94 Housing Code shall be revised and parts repealed for the newly created Chapter 94 Building and Property Maintenance Code, recreated for the adoption of the 2015 Property Maintenance Code. The Chapter 54 Building Code is to be revised to better align with the language in the Wisconsin administrative code SPS 360-366. During a DSPS viewing of the municipality's chapter 54 Building Code, it was brought to our attention there were some conflicts, which need to be addressed to align with the state adoption of the 2015 ICC suite of codes.

October is the deadline for providing ISO any updates to our building codes to enhance the municipality's ISO ratings. The adoption of the 2015 International Property Maintenance Code will repeal our outdated 1974 Housing Code, and will also scope commercial buildings and properties for maintenance, which were never covered under the old Housing Code. The Building inspection Department was hoping to have this adopted by October 2017. Please see the attached Housing and Building Codes, with the proposed changes.

Attachment: Code Update Memo (6425 : Ordinance #17-22, Ordinance Revising Chapter 54 De Pere MC)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 5, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Ordinance #17-23, Repealing and Recreating Section 30-2(l) De Pere Municipal Code Regarding Private Vendor Permits in City Parks and Amending Section 106-4(c) De Pere Municipal Code Regarding Mobile Food Establishments in City Parks

Based on the comments from the Park Board our City Attorney has revised the ordinance related to Park Vending permits. The red lined version and a clean version are included for your review. If satisfactory, the Park Board can approve and forward to the council for consideration.

ATTACHMENTS:

- Ord17-23 (DOCX)
- Park Vending Permits red lined 11-29-17 (DOCX)

ORDINANCE #17-23

REPEALING AND RECREATING SECTION 30-2(l) DE PERE
MUNICIPAL CODE REGARDING PRIVATE VENDOR PERMITS IN CITY PARKS AND
AMENDING SECTION 106-4(c) DE PERE MUNICIPAL CODE REGARDING
MOBILE FOOD ESTABLISHMENTS IN CITY PARKS

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

Section 1: Section 30-2(l), *Private vendor permits*, is hereby repealed and recreated as follows:

§30-2 Park Regulations

(i) *Private vendor permits.*

- (1) *Intent and purpose.* It is hereby declared to be the policy of the City of De Pere and its Board of Park Commissioners (“Board”) to enhance the use and enjoyment of city park and recreational areas by allowing the private vending of goods and services within such areas along the terms and conditions of this policy. This policy shall not apply to:
- a. goods or services offered for sale or provided by the city;
 - b. goods or services offered for sale by bona fide city service clubs or charitable organizations in conjunction with authorized use of city park locations.

(2) *Procedure.*

- a. *Request for permit.* Any person wishing to vend goods or services in any City park shall submit an application for a vending permit to the Director of Park, Recreation and Forestry (“Director”) on or before December 1 for the following year, except for permit applications to vend in 2018, which applications shall be due on or before January 31, 2018. Such proposal shall identify:

1. Name of applicant
2. Type of vending activity sought/product to be sold
3. Location where vending sought
4. Proposed hours of operation
5. Mode of vending (cart, vending machine, movable structure, etc.). Note: except for Riverwalk Fishing and Viewing Piers, no food truck vendors shall be considered for a private vendor permit.

b. *Number of permits to be allowed.*

1. Except for Riverwalk Fishing and Viewing Piers, no more than one private vending permit for each vending activity per day shall be granted by the Board.

2. For the Riverwalk Fishing and viewing Piers location, no more than three private vending permits shall be granted per day by the Board.

c. *Selection process.* The Director shall review each application submitted and make recommendations to the Board on the applications. In the event more than one complete application, per vending activity, is received from qualified applicants, the Director will review the applications and make a recommendation regarding the preferred applicant to the Board. Nothing herein shall require the Board to grant or not grant any requested permit. The Board may reject any or all applications.

(3) *Regulations.*

a. *Annual permit.* The fee for an annual permit shall be as set by resolution of the Common Council which shall be paid to the City Clerk-Treasurer within ten days of notice of permit approval from the Board. Such permit shall be issued by the Director on or before February 28 of each year, or thereafter when applied for, and shall expire one year following its issuance. The permit shall specify the location authorized and the hours of operation allowed under the permit.

b. *Liability insurance.* To hold a valid permit, the vendor must have in force adequate liability insurance and must agree to indemnify, defend, and hold the City, its employees and agents harmless against all claims, liability, loss, damage, or expense incurred by the City as the result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the license is granted. As evidence of liability insurance, the applicant shall furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of commercial general liability insurance (including contractual liability) naming the City of De Pere, its employees and agents as additional insureds, together with the appropriate endorsement therefore, with minimum limits of \$1,000,000.00 in the aggregate. The certificate of insurance shall provide 30 days' written notice to the city upon cancellation, or nonrenewal or material change in the policy. If food is to be vended, such insurance shall also include products liability insurance and comply with all requirements above.

c. *Alcohol.* There shall be no sale of alcoholic beverages.

d. *Revocation/suspension of permit.* Revocation or suspension of permit may be ordered by the Board upon cause after notice to the permittee and hearing before the Board. In lieu of revocation or suspension, the Board may place reasonable conditions or restrictions on the permit for the remainder of the vending year in order to effectuate the provisions of this chapter and ensure compliance by the permit holder. No condition imposed may be contrary to or inconsistent with any ordinance, regulation or statute regulating vending activities. If any permit holder fails or neglects to comply with the conditions or restrictions imposed by the Board, her/his permit may be suspended or revoked as provided above.

e. *Change of address.* A vendor to whom a vending permit has been issued under this subsection shall inform the Director, or his/her designee of any change of

address of the primary vendor named on the permit, in writing, if the address change occurs during the time period for which the vending license was issued.

f. *Maintenance of area.* Vendors must maintain their vending areas in a clean and hazard-free condition.

g. *Vendor only.* It is unlawful for any vendor licensed under section 9-13 to permit any other person to vend at the permitted site.

h. *Park amenities.* No vendor shall be permitted to use any of the amenities, such as benches, flower planters, trees, bus shelters, kiosks, light poles or any other utility poles for display of merchandise or to attach any ropes or other vending equipment to any of the aforementioned.

i. *Obstruction of fire hydrants.* No vending equipment shall be permitted within a ten-foot radius of a fire hydrant.

j. *Signage.* Vending equipment and displays, including signage, shall be directed away from the street. In addition, merchandise shall be displayed in a manner in which attention to it is not focused from the street and which does not require or encourage prospective buyers to enter or walk upon the street in order to examine it.

k. *Vendor on site.* Except for permits issued for vending machines or other self-serve outlets, a vendor shall be present within the vending site at all times during which items are displayed or sold.

l. *Removal of vending equipment.* All vending equipment, including carts, tables, apparatus and merchandise shall be removed from the streets, sidewalks, terrace area or other vending location during times when vending is prohibited.

m. *Compliance with laws.* All vendors shall comply with all other state, federal and local laws and permit requirements, including but not limited to health department permits, direct seller permits, Wisconsin seller's permit and the like.

n. *Enforcement.* The Director, or designee, shall have concurrent authority with the Chief of Police, or designee, to enforce the above restrictions on vending. They shall further have concurrent authority to remove or cause the removal of any vending equipment or merchandise found on the street, sidewalk, terrace or other vending location in violation of these regulations.

o. *Utility connections.* Permittee shall pay all costs associated with any electric supply needs.

Section 2. Section 106-4(c) *Zoning restrictions*, is hereby repealed and recreated to read:

§106-4 Mobile Food Establishments

(c)Zoning restrictions.

1. The vendor of the mobile food establishment shall not operate in a congested area where such operation impedes or inconveniences public use. No vendor shall engage in the licensed business on any public park unless a Park Vending Permit has been issued by the Board of Park Commissioners

Ordinance #17-23

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for such activity pursuant to Section 30-2(i) of this Code, nor shall any vendor engage in the licensed business upon any playground, school, library or other public premises.

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

Section 4. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of December, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 11/16/17

Publication Date: _____

Effective Date: _____

Attachment: Ord17-23 (6457 : Ord #17-23, Repealing and Recreating Section 30-2(l) and 106-4(c))

§30-2 Park Regulations

(i) Private vendor permits.

(1) *Intent and purpose.* It is hereby declared to be the policy of the City of De Pere and its Board of Park Commissioners ("Board") to enhance the use and enjoyment of city park and recreational areas by allowing the private vending of goods and services within such areas along the terms and conditions of this policy. This policy shall not apply to:

- a. goods or services offered for sale or provided by the city;
- b. goods or services offered for sale by bona fide city service clubs or charitable organizations in conjunction with authorized use of city park locations.

(2) Procedure.

a. *Request for permit.* Any person wishing to vend goods or services in any City park shall submit an application proposal for a vending permit ~~shall submit a written proposal~~ to the Director of Park, Recreation and Forestry ("Director") on or before December 1 for the following year, except for permit applications to vend in 2018, which applications shall be due on or before January 31, 2018. Such proposal shall identify:

1. Name of applicant
2. Type of vending activity sought/product to be sold
3. Location where vending sought
4. Proposed hours of operation
5. Mode of vending (cart, vending machine, movable structure etc.). Note: except for Riverwalk Fishing and Viewing Piers, no food truck vendors shall be considered for a private vendor permit.

b. Number of permits to be allowed.

1. Except for Riverwalk Fishing and Viewing Piers, no more than one private vending permit for each vending activity per day shall be granted by the Board.
2. For the Riverwalk Fishing and viewing Piers location, no more than ~~one~~ three private vending permits shall be granted per day by the Board.

c. *Selection process.* The Director shall review each application proposal submitted and make recommendations to the Board on the applications concerning those proposals. In the event more than one complete application proposal per vending activity is received from qualified applicants, the Director will review the applications proposals and make a recommendation regarding the preferred applicant proposal, to the Board. Nothing herein shall require the Board to grant or not grant any requested permit. The Board may reject any or all applications proposals.

(3) Regulations.

a. *Annual permit.* The fee for an annual permit shall be as set by resolution of the Common Council which shall be paid to the City Clerk-Treasurer within ten days of notice of permit approval from the Board. Such permit shall be issued by the Director on or before February 28 of each year, or thereafter when applied for, and shall expire one year following its issuance. The permit shall specify the location authorized and the hours of operation allowed under the permit.

b. *Liability insurance.* To hold a valid permit, the vendor must have in force adequate liability insurance and must agree to indemnify, defend, and hold the City, its employees and agents harmless against all claims, liability, loss, damage, or expense incurred by the ~~e~~City as the result of any injury to or death of any person or damage to property caused by or resulting from the activities for which the license is granted. As evidence of liability insurance, the applicant shall furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of commercial general liability insurance (including contractual liability) naming the City of De Pere, its employees and agents as additional insureds, together with the appropriate endorsement therefore, with minimum limits of \$1,000,000.00 in the aggregate. The certificate of insurance

shall provide 30 days' written notice to the city upon cancellation, or nonrenewal or material change in the policy. If food is to be vended, such insurance shall also include products liability insurance and comply with all requirements above.

c. *Alcohol.* There shall be no sale of alcoholic beverages.

d. *Revocation/suspension of permit.* Revocation or suspension of permit may be ordered by the Board upon cause after notice to the permittee and hearing before the Board. In lieu of revocation or suspension, the Board may place reasonable conditions or restrictions on the permit for the remainder of the vending year in order to effectuate the provisions of this chapter and ensure compliance by the permit holder. No condition imposed may be contrary to or inconsistent with any ordinance, regulation or statute regulating vending activities. If any permit holder fails or neglects to comply with the conditions or restrictions imposed by the Board, her/his permit may be suspended or revoked as provided above.

e. *Change of address.* A vendor to whom a vending permit has been issued under this subsection shall inform the Director, or his/her designee of any change of address of the primary vendor named on the permit, in writing, if the address change occurs during the time period for which the vending license was issued.

f. *Maintenance of area.* Vendors must maintain their vending areas in a clean and hazard-free condition.

g. *Vendor only.* It is unlawful for any vendor licensed under section 9-13 to permit any other person to vend at the permitted site.

h. *Park amenities.* No vendor shall be permitted to use any of the amenities, such as benches, flower planters, trees, bus shelters, kiosks, light poles or any other utility poles for display of merchandise or to attach any ropes or other vending equipment to any of the aforementioned.

i. *Obstruction of fire hydrants.* No vending equipment shall be permitted within a ten-foot radius of a fire hydrant.

j. *Signage.* Vending equipment and displays, including signage, shall be directed away from the street. In addition, merchandise shall be displayed in a manner in which attention to it is not focused from the street and which does not require or encourage prospective buyers to enter or walk upon the street in order to examine it.

k. *Vendor on site.* Except for permits issued for vending machines or other self-serve outlets, a vendor shall be present within the vending site at all times during which items are displayed or sold.

l. *Removal of vending equipment.* All vending equipment, including carts, tables, apparatus and merchandise shall be removed from the streets, sidewalks, terrace area or other vending location during times when vending is prohibited.

m. *Compliance with laws.* All vendors shall comply with all other state, federal and local laws and permit requirements, including but not limited to health department permits, direct seller permits, Wisconsin seller's permit and the like.

n. *Enforcement.* The Director, or designee, shall have concurrent authority with the Chief of Police, or designee, to enforce the above restrictions on vending. They shall further have concurrent authority to remove or cause the removal of any vending equipment or merchandise found on the street, sidewalk, terrace or other vending location in violation of these regulations.

o. *Utility connections.* Permittee shall pay all costs associated with any electric supply needs.

§106-4 Mobile Food Establishments

(c)Zoning restrictions.

1. The vendor of the mobile food establishment shall not operate in a congested area where such operation impedes or inconveniences public use. No vendor shall engage in the licensed business on any public park unless a Park Vending Permit has been issued by the Board of Park Commissioners for such activity pursuant to Section 30-2(i) of this Code, [nor](#)

| shall any vendor engageeee in the licensed business upon any playground, school, library or other public premises.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 5, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #17-24, Repealing and Recreating Chapter 94 - Housing Code.

As this Item is a complete repeal and recreation of Chapter 94, and the changes are extensive, it is not feasible to provide a redlined version of this ordinance.

The Finance/Personnel Committee recommended approval of this ordinance revision at its September 12, 2017 meeting.

ATTACHMENTS:

- Ord17-24 (DOCX)
- Code Update Memo (DOC)

ORDINANCE #17-24

REPEALING AND RECREATING CHAPTER 94 – HOUSING CODE

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

Section 1. Chapter 94 – *Housing Code*, is hereby repealed and recreated as follows:

Chapter 94 - BUILDING AND PROPERTY MAINTENANCE CODE

Sec. 94-1 Purpose and scope of chapter.

The purpose of the building and property maintenance code is to protect the public health, safety and welfare of the people of the city by:

- (1) Establishing minimum standards governing the condition and maintenance of buildings and other structures, either occupied or unoccupied and exterior properties.
- (2) Establishing the responsibilities of owners and occupants for the maintenance of the prescribed minimum standards.
- (3) Providing the means of administering and enforcing such minimum standards.

This code shall apply to all buildings, including single-family, two-family, multiple-family dwellings; roominghouses, commercial buildings/industrial, and to the property on which they are located, and to all structures that are accessory to such buildings. It is hereby found and declared that the buildings and property that have become or are becoming dilapidated, neglected, overcrowded with occupants, fire hazards, vermin infected, unsanitary, or otherwise unfit for human habitation, jeopardize and are detrimental to the health, safety, morals and welfare of the residents of the community, and the prevention of the occurrence of such condition is in the best interests of the citizens of the community.

Sec. 94-2 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory structure means a detached building or structure not used as a dwelling, residential or commercial building, and which is located on the same parcel.

Adequate means adequate as determined by the inspector under the regulations of this chapter or adequate as determined by an authority designated by law or this chapter. “Adequately” shall mean the same as adequate.

Approved means approved by, or in accordance with, the regulations of the housing code, enforced and interpreted by the city building inspector.

Basement means that portion of a building that is partly above grade which has more than one-half its height measured from floor to ceiling above the average finished grade of the ground adjoining the building.

Bath means a bathtub or shower stall.

Bedroom means a habitable room within the dwelling unit which is used, or intended to be used, primarily for the purpose of sleeping, but shall not include any kitchen or dining room.

Building Any structure built, used, designed, or intended for the support, shelter, protection, or enclosure of persons. "Building" means a combination of materials to form a construction that is safe and stable, and adapted to permanent or continuous occupancy for assembly, business, educational, high hazard, industrial, institutional, mercantile, residential, or a storage purpose. For the purpose of this code each portion of a building completely separated from other portions by a fire wall shall be considered as a separate building.

Duplex means a structure with two dwelling units.

Dwelling means a building or portion thereof, but not a manufactured or mobile home, designed or used exclusively for residential occupancy, including single-family, two-family and multiple-family buildings, but not including hotels and motels.

Dwelling unit means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used, for living, sleeping, cooking and eating of meals.

Exterior property areas means the open space on the premises and on adjoining property under the control of the owners or occupants of such premises.

Extermination means the control and elimination of insects, rodents or other pests by eliminating their harborage places, by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or any other approved pest elimination methods.

Family means one or more persons, each related to the other by blood, marriage, adoption, or foster children, who are living together in a single dwelling and maintaining a common household. Not more than five (5) unrelated persons living together on the premises may constitute a "family". A family includes any domestic servants and not more than one (1) gratuitous guest residing with same "family".

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Habitable room means a room or enclosed floor space used, or intended to be used, for living, sleeping, cooking or eating purposes, excluding bathrooms, toilet rooms, laundries, pantries, foyers, communicating corridors, closets, storage spaces and stairways, and rooms used for play or recreational purposes.

Health officer means the health commissioner of the city or his or her authorized representative.

Impervious to Water shall mean constructed of concrete, cement block, terrazzo, brick, tile, or other material approved by the Building Inspector, and having tight fitting joints, and not having more than four and one-half percent (4 ½%) absorption by test.

Infestation means the presence of any insects, rodents or other pests within a dwelling or on the dwelling premises.

Inspector means any of the following: Building Inspector, Health Officer or Sanitarian.

Kitchen means a habitable room used, or intended to be used, for cooking or the preparation of meals.

Living room means a habitable room within a dwelling unit which is used, or intended to be used, primarily for general living purposes.

Multiple dwelling means any structure containing three or more dwelling units or a structure containing one or more dwelling units in combination with a nonresidential use.

Occupant means any person, including an owner or operator, living, sleeping or cooking in, or having actual possession of, a dwelling unit or rooming unit.

Operator means any person who has charge, care or control of a building or part of a building, in which dwelling units or rooming units are let.

Owner means any person who, alone or jointly or severally with others, shall have legal title or equitable title to any building, structure, dwelling, dwelling unit or rooming unit; or shall have charge, care or control of any building, structure, dwelling, dwelling unit or rooming unit as executor, administrator, trustee or guardian of the estate of the owner.

Plumbing means all of the following facilities and equipment: water pipes, garbage disposal units, waste pipes, vent pipes, toilets, sinks, installed dishwashers, lavatories, baths, installed clothes washing machines, catchbasins, drains, vents, domestic hot water heaters, and any other similar fixtures, together with all connections to water, sewer or gas lines.

Premises means a platted lot or part of such lot, or unplatted lot or parcel of land, or plot of land, either occupied or unoccupied, by any dwelling or structure.

Residential Building means a building which is arranged, designed, used, or intended to be used for residential occupancy by one (1) or more families or lodgers, and which includes, but is not limited to, the following types: Single-family detached dwellings, two-family detached dwellings, multiple-family dwellings (including apartment hotels), roominghouses, fraternity and sorority houses. For the purpose of this ordinance, any building containing any of the above uses together with other uses shall be considered a residential building.

Roomer means an occupant of a roominghouse who is not a member of the family of the operator of that roominghouse and shall also mean an occupant of a dwelling unit who is not a member of the family occupying the dwelling unit.

Roominghouse means any dwelling, or that part of any dwelling, containing one or more rooming units, in which space is let by the owner or operator to three or more roomers, except hotels and tourist roominghouses licensed by the hotel and restaurant division of the state division of health.

Rubbish and refuse mean all combustible and noncombustible waste materials, except garbage, and the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery, dust and other similar materials.

Sewage means liquid waste containing animal or vegetable matter in suspension or solution and which may include industrial wastes and liquids containing chemicals.

Sleeping Room means a room used for sleeping purposes.

Structure means anything constructed or erected, the use of which requires more or less permanent location on the ground, or attached to something having permanent location on the ground.

Supplied means paid for, furnished, provided by or under the control of, the owner or occupant.

Temporary housing means any tent, trailer or other structure used for human shelter which is designed to be transportable.

Toilet means a water closet with a bowl and trap, which is equipped with flushing rims which permit the bowl to be properly flushed and scoured when water is discharged through the flushing rims.

Ventilation means supply and removal of air to and from a space by natural or mechanical means.

Meaning of certain words. Whenever the words “ building,” “structure,” “dwelling,” “dwelling unit,” “multiple dwelling,” “roominghouse” or “premises,” are used in this housing code, they shall be construed as though they were followed by the words “or any part thereof.” In the construction of this ordinance, the rules and definitions contained in this article shall be observed and applied, except when the context clearly indicates otherwise. In further amplification and for clarity of interpretation of the context, the following finite definitions of word use shall apply:

- (a) Words used in the present tense shall include the future, and words used in the singular number shall include the plural number, and the plural, the singular.
- (b) The word "shall" is mandatory and not discretionary.
- (c) The word "may" is permissive.

Sec. 94-3 Property and premise maintenance.

Properties and premises shall be maintained in a clean and sanitary condition free from any accumulation of garbage or rubbish.

- (1) *Grading and drainage.* All premises shall be graded and maintained to prevent soil erosion and the accumulation of stagnant water thereon, or within any building or structure. Stormwater shall be properly conveyed to prevent any stormwater to enter the dwelling, basement or crawlspace.
- (2) *Sidewalks and driveways.* Sidewalks, driveways, walkways, and stairs shall be maintained and free from any hazardous conditions.
- (3) *Refuse and debris.* All exterior property areas, including yards, courts, lots and accessory buildings, shall be kept free and clear of any physical hazards, refuse, debris or materials of any sort, including piled lumber, wood, brick, or stone, which would tend to cause a health, accident or fire hazard, or which would obstruct egress of occupants, or interfere with firefighting operations, or act as a breeding place and harborage for rodents, vermin or insects.
- (4) *Garbage and rubbish facilities.* Every dwelling unit shall be provided with adequate facilities for the storing of garbage and rubbish. Such facilities shall comply with the provisions of [chapter 82](#) of this Code. Every dwelling unit located on premises with two or more additional dwelling units shall have such facilities supplied.
- (5) *Removal of fire hazards.* No person shall keep or deposit, or allow to be kept or deposited, within the city, any ashes, live coals, or cinders within twenty (20) feet of any frame building, fence, wood pile, lumber, or other combustible material unless the same shall be placed in a depository constructed of brick, stone or other fire resistant material.
- (6) *Exhaust terminations and discharge.* Exhaust pipes, ducts, blower housings shall not discharge or convey gases, vapor hot air, grease, smoke or other gases or particulates directly on adjacent properties.

Sec. 94-4 Exterior dwellings and structures.

The exterior of a building, dwelling or structure, including accessory structures shall be maintained in good repair, structurally sound and sanitary condition so as not compromise public health, safety and welfare.

- (1) *Maintenance of foundations.* Every foundation shall be kept in a sound, plumb, watertight condition and free from open cracks and breaks so as to be: insect proof and rodent proof in accordance with the terms of [section 74-8](#) (rat abatement) of this Code.
- (2) *Structural members.* All building structural members and columns shall be maintained in a good sound condition, free from deterioration, and shall be capable of safely supporting live and dead loads.
- (3) *Exterior surfaces and trim.* All exterior surfaces shall be protected from the elements and deterioration and shall be maintained in good condition. All surfaces other than decay-resistant materials, including but not limited to: window frames, cornices, decks, porches, trim, door frames and doors shall be protected from decay by painting or other protective covering or treatment. Paint peeling and flaking on surfaces shall be scraped and painted. Cladding joints between the buildings envelop and the edge of windows, door, skylights, shall be weather resistant and water tight. Metal surfaces prone to rust and corrosion shall be coated with rust inhibiting coating or system.
- (4) *Roofs and drainage conveyance.* All roofs and flashing shall be in good condition to prevent water intrusion and to prevent deterioration to the structure. Roof drains, gutters and downspouts shall be maintained in good condition and to convey stormwater from the dwelling or structure.
- (5) *Overhangs, awnings and decorative trim.* Cornices, fascia, soffits, frieze boards, corbels and other decorative trims on dwellings and structures shall be maintained in good repair, with positive connections and in a safe condition. All overhangs and building extensions including, but not limited to awnings, canopies, signs, fire escapes shall be maintained in good repair and positively connected to the building, dwelling or structure.
- (6) *Stairways, decks, porches and balconies.* Every outside stairway, porch, deck, balcony attached to the dwelling or structure shall be structurally sound, positively connected, in good repair and capable of withstanding imposed live and dead loads.
- (7) *Guards and handrails.* All guards and handrails shall be firmly affixed, positively connected and capable of supporting imposed loads. Exterior and interior stairs having more than three risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than twenty-four (24) inches above the floor or grade below shall have guards. Handrails shall not be less than thirty (30) inches in height or more than thirty-eight (38) inches in height measured vertically above the nosing of the tread or above the finished

floor of the landing or walking surfaces. Guards shall not be less than thirty-six (36) inches in height above the floor or landing, balcony, porch, deck, or ramp.

- (8) *Windows, doors, and skylights.* All windows, doors, frames and skylights shall be kept in good and sound condition, good repair, and weather tight. All windows and doors, except fixed windows shall be easy to operate and kept in good condition.
- (9) *Cleanliness of premises.* Every building, dwelling or dwelling unit and premises shall be kept clean, and also shall be kept free from vermin and any accumulation of dirt, filth, rubbish, debris, refuse, garbage or other objectionable matter.

Sec. 94-5 Interior dwellings and structures.

The interior of a building, dwelling or structure and associated equipment and appliances shall be maintained in good repair, structurally sound and in a sanitary condition. Every occupant of a building, dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit and premises.

- (1) *Disposal of rubbish.* Every owner/occupant of a building, dwelling and dwelling unit shall dispose of all his or her rubbish in a clean and sanitary manner by placing it in the rubbish containers required by [section 82-3](#) of this Code.
- (2) *Disposal of garbage.* Every owner/occupant of a building, dwelling or dwelling unit shall dispose of all the garbage and any other organic waste which might provide food for rodents in a clean and sanitary manner by placing it in the garbage disposal facilities or garbage storage containers as required by [section 82-4](#) of this Code.
- (3) *Use of plumbing fixtures.* Every owner/occupant of a building, dwelling or dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation of such fixtures.
- (4) *Destruction, mutilation and defacing of property.* Every owner/occupant of a building, dwelling or dwelling unit, rooming unit, or nursing unit shall be responsible for the repair or replacement of any part of required residential real estate, required supplied fixtures and equipment, required supplied furnishings, or any other required property of an owner, when such has been willfully or wantonly damaged, mutilated or defaced by such occupant.
- (5) *Structural members.* All structural members and columns shall be structurally sound, positively connected and capable of supporting all live and dead loads.
- (6) *Interior surfaces.* All interior surfaces, including, windows, doors, casings and other trim shall be maintained in good, clean and sanitary condition. Any flaking, chipping, peeling of paint shall be repaired, removed or covered.

- (7) *Stairs and ramps.* All stairs, walking surfaces, landings, ramps shall be maintained in sound condition and in good repair.
- (8) *Guards and handrails.* All guards, handrails and associated trim shall be positively connected and capable of supporting imposed loads and shall be maintained in good condition.

Sec. 94-6 Light, ventilation, and occupancy requirements.

The owner of the building, dwelling or structure shall provide and maintain adequate light, ventilation and adequate living space therein the dwelling or structure. A person shall not occupy as owner/occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

- (1) *Light and ventilation.* Every habitable room, toilet room and bathroom shall have at least one window facing directly to the outdoors. The minimum total window area shall be at least eight (8) percent of the net floor area of the room. At least one-half (1/2) of the window in any sleeping room shall be made so as to open full width, unless other means of adequately ventilating such rooms are installed and operating. The outside window in every toilet or bathroom shall have a total area of at least eight (8) percent of the floor area, but not less than four square feet, except that no window or skylight is required in adequately ventilated bathrooms or toilet rooms equipped with a ventilation system which is kept in continuous operation. Exhaust ventilation shall be installed in all toilet rooms serving a water closet, urinal and a tub or shower.
 - a) *Common halls and stairs.* Every common hall, corridor and stairs in residential buildings and commercial occupancies, other than in one and two-family dwellings, shall be illuminated at all times with not less than one (1) foot candle measured at the walking/floor level for each two hundred (200) square feet of floor area or equivalent illumination be provided such that luminaires shall not be greater than thirty (30) feet apart. Means of egress, including exit discharge, stairways shall be illuminated at all times the building or structure is occupied with illumination levels of not less than one (1) foot candle at floors, landings and treads.
 - b) *Doors and Windows* All doors required for ventilation and all windows shall be protected with insect screen equivalent to not less than sixteen (16)-wire mesh installed to prevent the entrance of flies, mosquitoes and other insects, annually during May before June 1 and maintained until storm windows are installed in autumn. All exterior doors and windows shall have storm windows or storm doors installed or maintained to prevent excessive drafts and heat loss no earlier than October 15, but no later than November 15 annually.
 - c) *Other spaces.* All other spaces shall be provided with natural or artificial light to provide adequate illumination to maintain sanitary conditions and safe occupancy of the space for utilization of appliances, equipment and fixtures.

- (2) *Clothes dryer exhaust.* Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted to the exterior of the dwelling or structure and consist of rigid and smooth-walled piping.
- (3) *Occupancy Requirements.* All residential dwelling units, hotel units, rooming units and dormitories shall provide privacy and be separated from other adjoining spaces and shall not be occupied by more than one family.
- a) *Ceiling height and room widths.* A habitable room, other than a kitchen shall not be less than seven (7) feet. Kitchens shall have a minimum clear passageway of thirty (30) inches between counter fronts, walls, kitchen island base unit, cabinets and appliances.
Exceptions:
 1. Single-family and two-family dwellings shall permit beams and girders to project no more than eight (8) inches below the required ceiling height.
 2. Basement rooms in single-family and two-family dwellings used for recreational purposes shall have a ceiling height of no less than six (6) feet ten (10) inches with a minimum clear height of six (6) feet four (4) inches under beams, girders, ducts or similar obstructions.
 - b) *Bedroom and Living room requirements.* Bedrooms in dwellings and dwelling units shall be a minimum of seventy (70) square feet and bedrooms that are occupied by more than one person shall not be less than fifty (50) square feet of net floor area for each occupant thereof. Living rooms shall not be less than one hundred (120) square feet per net floor area. Dining rooms in dwellings and dwelling units with three (3) to five (5) occupants shall not be less than eighty (80) square feet; more than six (6) occupants shall not be less than one hundred (100) square feet.
 - c) *Water closet access.* All bedrooms in dwellings and dwelling units shall have access to one bathroom containing a minimum of one water closet and lavatory without passing through another bedroom.
 - d) *Kitchens and non-habitable spaces.* Kitchens and non-habitable spaces shall not be used for sleeping purposes. Spaces that are provided for food preparation shall contain adequate space to serve foods in a sanitary means.
 - e) *Efficiency unit.* An efficiency unit in a residential dwelling or dwelling unit occupied by not more than one occupant shall have a minimum net clear floor area of not less than one hundred twenty (120) square feet. A dwelling unit occupied by not more than two occupants shall not have a net clear floor area of not less than two hundred twenty (220) square feet. A dwelling unit occupied by three occupants shall have a net clear floor area of three hundred (320) square feet. The unit shall be provided with a kitchen sink, cooking appliance and a refrigerator having a net clear working space of thirty (30) inches in front. The unit shall be provided with a bathroom containing a water closet, lavatory, and a tub or shower.

Sec. 94-7 Heating facilities.

- (a) Any building, dwelling or dwelling unit designed to be used for dwelling purposes shall be supplied, maintained and equipped with heating facilities, which shall be properly installed, be maintained in good working condition, and be capable of adequately heating all habitable rooms, bathrooms, and toilet rooms contained therein, or intended for use by the occupants thereof, to a temperature of at least seventy (70) degrees Fahrenheit, at a distance of three (3) feet above floor level, when the outside temperature is at or above fifteen (15) degrees below zero Fahrenheit. This subsection shall not act to permit the use of space heaters where such use is prohibited by either the city building or heating code, or the state uniform dwelling code and HVAC codes, when applicable. Every supplied central heating system shall comply with the city building and heating codes and with the state uniform dwelling and HVAC codes, when applicable. It shall also comply with the following requirements:
 - 1. The central heating unit shall be in good operating condition.
 - 2. Every heat duct, steam pipe and hot water pipe shall be free of leaks and shall function so that an adequate amount of heat is delivered where intended.
 - 3. Every seal between the sections of a warm air furnace shall be tight so noxious gases will not escape into the heat ducts.
- (b) Every space heater shall comply with the city building and heating codes and the state uniform dwelling code and HVAC codes when applicable, and all of the following requirements:
 - 1. No space heater burning solid, liquid or gaseous fuels shall be of portable type.
 - 2. Every space heater burning solid, liquid or gaseous fuels shall be properly vented.
 - 3. The location of space heaters, the insulation of walls and ceilings close to such heaters, the construction, installation and guarding of smoke pipes and walls or ceilings which they go through, shall be in accordance with the uniform dwelling code and HVAC codes.

Sec. 94-8 Electrical.

Every building, dwelling, dwelling unit and all public and common areas in multi-family dwellings shall be supplied with electrical service, outlets, and fixtures, which shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to a source of electric power in a manner prescribed by the, municipal electrical code, Wisconsin electric code, and the National Electric Code. The minimum capacity of such electrical services and the minimum number of outlets and fixtures shall be as listed below. The electrical service shall be of sufficient size to handle the load connected to it. The branch circuits shall be protected by S-type or equivalent safety type, tamper-proof fuses or breakers, not to exceed the ampacity of the smallest wire size in the circuit.

- (1) Every dwelling unit or room shall have electric service capable of providing at least three (3) watts per square foot of total floor area (air conditioners, ranges, space heaters and motor driven equipment 1/8 hp. or over excluded).
- (2) Every lavatory, bathroom, kitchen or kitchenette, dining room, laundry room, furnace room shall contain at least one approved ceiling or wall type electric light fixture equipped with sufficient lamps or tubes to provide no less than five (5) foot candles at floor level at center of room. Where more than one fixture is used or required, they shall be equally spaced as far as practicable. (A switched outlet may be substituted for ceiling or wall fixture in dining room.)
- (3) Convenience outlet receptacles shall be provided as follows: (measurements are at room perimeter and include doors and door-alcoves) Living room requires one receptacle per seventy-five (75) square feet. Dining room requires one per 75 square feet. Kitchen one per eight (8) feet or fraction of countertop and preparation area measured at rear (preparation area includes countertops, sinks, range tops, and all other similar areas at counter height). Island type work areas require one for each eight (8) feet or less of length. Separate outlets shall be provided for refrigerators. Dining areas in kitchen requires one per seventy-five (75) square feet. Bedroom requires one per seventy-five (75) square feet. Laundry requires one (1) (when laundry equipment is present). Bathrooms and lavatories require one (1) (may be part of wall fixture if seventy-two (72) inches or less from floor). Other habitable rooms require a minimum of two (2) fixed appliances exceeding 1/8 hp. or 300 watts rating shall not be connected to general purpose branch circuits.
- (4) Convenience outlets are to be located to prevent use of extension cords. All cords and temporary wiring not in compliance with NEC Article 400-A, and all exposed abandoned wiring shall be removed.
- (5) All electrical service equipment shall be provided with proper working clearances, properly labeled and shall be provided with sufficient illumination.

Sec. 94-9 Plumbing.

Every building, dwelling, dwelling unit shall be provided with plumbing systems that comply with the plumbing codes of the city and state, which shall be maintained in a sanitary and serviceable condition, designed to dispose of sewage from all fixtures and to furnish cold water to every toilet, and hot and cold water to every sink, lavatory, bathtub or shower required therein. Where multiple dwellings contain sleeping accommodations arranged as individual rooms, for each multiple of six sleeping rooms, there shall be provided plumbing fixtures consisting of at least one toilet, one lavatory as described above and one bath or shower. Every toilet and bath required hereunder shall be located accessible to the occupants of each room sharing such facilities without the necessity of going through the dwelling unit or room of another and without going outside of the dwelling. Every building, dwelling and dwelling unit shall contain a flush water closet, lavatory basin and a

bathub or shower, all in good working condition and properly connected to hot and cold water lines and to an approved water and sewer system. Water pressure shall be available at all fixtures as specified in Wisconsin uniform plumbing code SPS 382.40. Plumbing fixtures shall be properly installed and maintained in good working order free from leaks and obstructions and capable of performing under adequate working water pressure.

- (1) *Water heating equipment.* Every residential dwelling and dwelling unit shall have supplied water heating facilities which are properly installed, are maintained in safe and good working conditions, are properly connected with the hot water lines required hereunder and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at any required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than one hundred twenty (120) degrees Fahrenheit.
- (2) *Water distribution system.* Every plumbing fixture or appurtenance that requires water supply shall be properly connected to the municipal water service and shall be in accordance with the Wisconsin uniform plumbing code. The water supply system shall be maintained in a safe, sanitary, good working order and shall be provided with sufficient volume and velocity to function properly.
- (3) *Public toilet facilities.* Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the Wisconsin uniform plumbing code. Toilet rooms shall provide privacy with a door and interior locking device provided to all common or shared bathrooms and toilet rooms. Toilet facilities for employees shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area. Public facilities shall be either separate or unisex facilities. Toilets and urinals, and pipes connected therewith, shall be protected against freezing.
- (4) *Bathroom floor surface.* Except for dwellings and dwelling units, all toilet room floors shall be of a hard, smooth, nonabsorbent surface.

Sec. 94-10 Egress.

All buildings, structures, dwellings and dwelling units shall have a safe, continuous and unobstructed path of egress travel from any point in a building or structure to the public way. All aisles located in the path of egress shall not diminish in width and shall be unobstructed at all times. Every dwelling and dwelling unit shall have two exits, which comply with the exit requirements of the city building code or state building code, when applicable. Each such exit, which shall be kept in good state of repair and shall be unobstructed at all times, shall provide means of egress leading to safe and open space at ground level.

- (1) *Means of egress doors.* Egress doors shall be readily openable from the egress side and the door shall swing in the path of egress when the occupant load of a commercial

building exceeds fifty (50) occupants of the room or area. Means of egress doors shall be side hinged and provide hardware to make it readily openable without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.

- (2) *Basement egress.* No basement space shall be used as a sleeping room or dwelling unit unless such sleeping room or dwelling unit is in conformity with existing city or state building codes.
- (3) *Exits required.* One exit shall be provided in commercial buildings, rooms and spaces where the occupant load is forty-nine (49) or less and the exit travel distance does not exceed seventy-five (75) feet. Two exits shall be provided in commercial buildings where the occupant load exceeds fifty (50) occupants. Three exits shall be provided where the occupant load exceeds five hundred (500).
- (4) *Fire escape access.* Emergency escape access and openings shall be maintained in accordance with the code in effect at the time of construction. They shall be maintained in a sound, safe and good condition.

Sec. 94-11 Roominghouses.

No person shall operate a roominghouse or shall occupy or rent to another any rooming unit, except in compliance with the following requirements:

- (1) *Applicability of chapter provisions.* No person shall operate a roominghouse unless all of the requirements of sections [94-4](#), [94-5](#)(5), [94-5](#)(6), [94-6](#) and [94-7](#) are complied with; provided, however, that for the purpose of interpreting the requirements of the designated sections applicable to the enforcement of this subsection, the words "multiple dwelling" or "dwelling" shall be interpreted to mean roominghouse, and the words "dwelling unit" and "dwelling units" shall be interpreted to mean rooming unit or rooming units. Every dwelling unit located within a roominghouse shall comply with all of the requirements for dwelling units as established in accordance with the provisions of this section.
- (2) *Toilets and lavatory basins.* At least one toilet and one lavatory basin, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each ten persons or fraction thereof residing within a roominghouse, including members of the operator's family whenever they share the use of the facilities.
- (3) *Baths.* At least one bath, properly connected to an approved water and sewer system and in good working condition, shall be supplied for each eight persons or fraction thereof residing within a roominghouse, including members of the operator's family whenever they share the use of such facilities.
- (4) *Location of sanitary facilities.* Every toilet, lavatory basin and bath shall be located within rooms, which afford privacy to a person within such rooms. All such facilities shall be located within the roominghouse as to be accessible to the occupants of each rooming unit

sharing such facilities without going outside of the dwelling and without going through another dwelling unit or through a rooming unit of another occupant.

- (5) *Minimum floor area for sleeping purposes.* Every room occupied for sleeping purposes, by one person, shall contain at least seventy (70) square feet of floor space and 490 cubic feet of air space, and every room occupied for sleeping purposes by more than one person shall contain at least sixty (60) square feet of floor space and 400 cubic feet of air space for each occupant, except that these requirements shall be reduced by one-half for children under 12 years of age.
- (6) *Meals in rooming units.* No occupant of a roominghouse shall prepare or eat meals in a roominghouse unless such meals are prepared or eaten in a dwelling unit contained therein. The operator shall post in every rooming unit a sign on which shall be written or printed, in letters not less than three-eighths (3/8) of one (1) inch in height, the following words, "No Cooking Permitted in This Room," and such sign shall remain so posted at all times.
- (7) *Sanitary maintenance.* The operator of every roominghouse shall be responsible for the sanitary maintenance of all walls, floors and ceilings, and for maintenance of a sanitary condition in every other part of the roominghouse, and he or she shall be further responsible for the sanitary maintenance of the entire premises where the entire structure or building within which the roominghouse is contained is leased or occupied by the operator.
- (8) *Reporting of communicable disease by operator.* It shall be the duty of the operator of a roominghouse to report to the city health officer within 24 hours the name of any person living in the roominghouse who is suffering from any communicable disease, and such report shall be made whenever there is reason to believe or suspect that any person in such roominghouse may be afflicted with any communicable disease.

Sec. 94-12 Inspections.

The inspector or his or her representative is authorized and directed to make inspections to determine the condition of buildings, dwellings, dwelling units, roominghouses, and premises located within the city, and to further determine that the provisions of the building and property maintenance code are being complied with. They shall have the right to enter any building during reasonable hours in the discharge of their duties, and any person who shall interfere with them in the discharge of their duties shall be guilty of an offense against this section. The inspector or his or her representative shall have proper identification and shall show same when making such inspections. Every occupant of a building, dwelling, dwelling unit or rooming unit shall give the owner or operator, or his agent or employee, access to any part of such dwelling, dwelling unit, rooming unit, or its premises, at all reasonable times for the purpose of effecting such maintenance, making such repairs, or making such alterations as are necessary to effect compliance with the provisions of this section or with any lawful rule or regulation adopted or any lawful notice or order issued, pursuant to the provisions of this section.

Sec. 94-13 Emergency situations.

Whenever the inspector determines that an emergency exists which requires immediate action to protect the public health they may, without notice of hearing, issue an order reciting the existence of such an emergency and requiring that such action be taken as they deem necessary to meet the emergency in accordance with the provisions of Wis. Stats. § 66.435(4)(a). Such order shall be effective immediately.

Sec. 94-14 Condemnation of unsafe and unfit dwellings and dwelling units.

- (1) Any building, structure, dwelling or dwelling unit which the inspector finds to have any of the following defects shall be condemned as unfit for human habitation, occupancy or use:
 - a) One which is so old and so damaged, out of repair, decayed, dilapidated, unsanitary, difficult to heat, unsafe, or vermin infested or otherwise unfit for human habitation that it creates a hazard to the health or welfare of the owner or of the occupants or of the public;
 - b) One which lacks illumination, ventilation or sanitary facilities adequate to protect the health or welfare of the occupants, or of the general public; or
 - c) One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or welfare of the occupants or of the general public. Any building, structure, dwelling or dwelling unit may be condemned as unfit for human habitation by the city if the owner or occupant fails to comply with any order based on the provision of this section, or any rule or regulations adopted pursuant thereto, provided that such building, structure, dwelling or dwelling unit is, in the opinion of the inspector, unfit for human habitation by reason of such failure to comply.
- (2) *Vacation by inhabitants.* Any building, dwelling or dwelling unit condemned as unfit for human habitation and use and so designated shall be repaired or vacated within a reasonable time as ordered by the inspector.
- (3) *Condemnation procedures.* This condemnation of dwellings and dwelling units as unfit for human habitation, occupancy or use, shall be carried out according to the provisions of Wis. Stats. § 66.05.

Sec. 94-15. Maintenance of non-dwelling structures, fences and premises.

No owner shall permit any non-dwelling structure or fence to exist on any premises which does not comply with the following requirements:

- (1) *Maintenance of non-dwelling structures.* Every foundation, exterior wall, roof, window, exterior door, basement hatchway and every other entranceway of every non-dwelling structure shall be so maintained as to prevent the structure from becoming a harbor for rats and shall be kept in a reasonably good state of maintenance and repair.

- (2) *Protection of exterior wood surfaces and fences.* All exterior wood surfaces of all non-dwelling structures and fences shall be properly protected from the elements and against decay by paint or other approved protective coating applied in a workmanlike manner. All exterior wood surfaces and fences shall be kept in a reasonably good state of maintenance and repair or shall be removed.

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

Section 3. This ordinance shall take effect on January 1, 2018.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of December, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 09/12/2017

Publication Date: _____

Effective Date: _____

City of De Pere

Building Inspection Department

Memo

To: Finance/Personnel Committee
From: Dave Hongisto, Chief Building Inspector
Date: September 5, 2017
Subject: Municipal Code Revisions to Chapter 54 Building Code and Chapter 94 Housing Code

The existing Chapter 94 Housing Code shall be revised and parts repealed for the newly created Chapter 94 Building and Property Maintenance Code, recreated for the adoption of the 2015 Property Maintenance Code. The Chapter 54 Building Code is to be revised to better align with the language in the Wisconsin administrative code SPS 360-366. During a DSPS viewing of the municipality's chapter 54 Building Code, it was brought to our attention there were some conflicts, which need to be addressed to align with the state adoption of the 2015 ICC suite of codes.

October is the deadline for providing ISO any updates to our building codes to enhance the municipality's ISO ratings. The adoption of the 2015 International Property Maintenance Code will repeal our outdated 1974 Housing Code, and will also scope commercial buildings and properties for maintenance, which were never covered under the old Housing Code. The Building inspection Department was hoping to have this adopted by October 2017. Please see the attached Housing and Building Codes, with the proposed changes.

Attachment: Code Update Memo (6433 : Ordinance #17-24, Repealing and Recreating Chapter 94 - Housing Code)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 5, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #17-92, Approving Facade Improvement Project and Authorizing Disbursement of Grant (363 Main Avenue - Parcel WD-919)

On Monday, November 27, 2017, the Redevelopment Authority voted 5-0 to recommend approval of the facade grant application for 363 Main Avenue in the amount of \$3,441.40.

ATTACHMENTS:

- Reso17-92 (DOCX)
- Exhibit A - 363 DePere RDA Application (PDF)
- 363 Facade Grant RDA Memo 11-2017 (PDF)

RESOLUTION #17-92

APPROVING FAÇADE IMPROVEMENT PROJECT AND
AUTHORIZING DISBURSEMENT OF GRANT
(363 Main Avenue - Parcel WD-919)

WHEREAS, the Tax Increment District #9 (TID #9 or the District) Project Plan includes city expenditure of funds to property owners within the District in the form of a grant to reimburse 25% of approved façade improvement costs, not to exceed \$10,000 per parcel, thereby increasing property values and tax increment during the life of the District; and

WHEREAS, Saks Holdings, LLC, owner of Parcel WD-9198, has submitted an application for a façade improvement grant for improvements made to both the Main Avenue and Nicolet Square Mall Parking Lot entrances of the building; and

WHEREAS, such application, attached and incorporated as Exhibit A, provides cost estimates for said improvements of \$17,207.00; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

The Director of Economic Development and Planning (Director) is authorized to approve disbursement of the façade grant up to \$3,441.40 to Saks Holdings, LLC for said improvements, provided the following are met:

1. The property owner obtains all necessary permits;
2. After completion of the improvements, the Director receives from the property owner copies of paid invoices showing the project is complete; and
3. The City Building Inspection Department verifies to the Director that the work is complete and in compliance with all building codes.

Resolution #17-92
Page 2 of 2

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 5th day of December, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

City of DePere
Application for Facade Grant
363 Main Ave.
DePere, WI. 54115

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

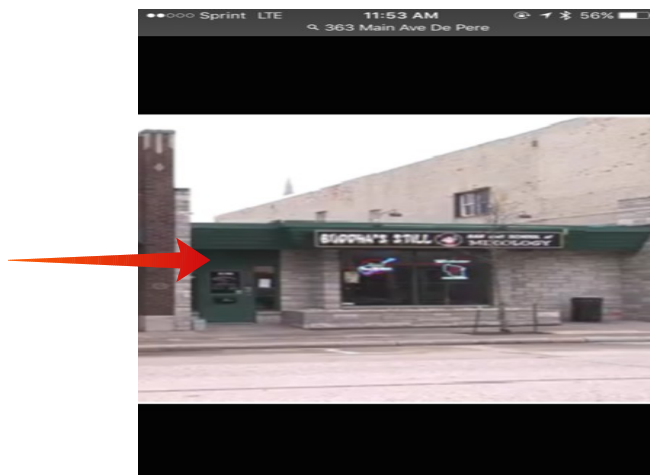
DePere Redevelopment Authority / City of Depere Common Council
October / November 2017

Greetings!

Hope this finds you all well. Attached you will find the completed application, photos of the existing facade, proposed and a request for approval for facade improvements located at 363 Main Ave. both the front (Main side) and back (Nicolet Square Parking lot) sides.

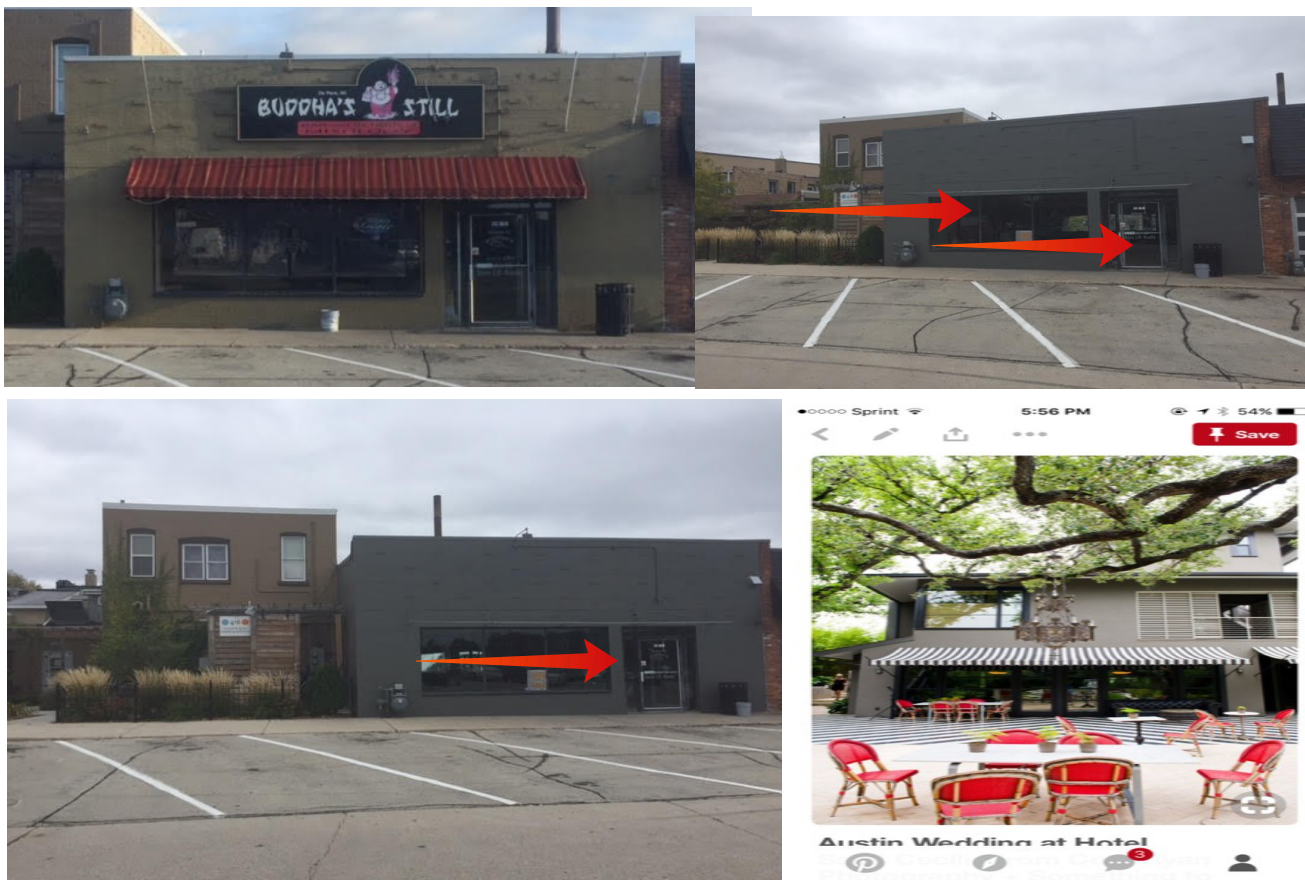
363 Front (Main St. side)

Will be repainting and updating electrical for both exterior sub lighting and overhead lighting for signage. Future signage to be address with over window positioning and gooseneck lighting. Door system on front of building is in "OK" condition but we are quoting this out along with transom window replacement above this entry door. We request that we are able to paint the Main st. facade prior to formal approval because of "time of year...before the snow hits!" Red arrow points to transom window reopening.



363 Main (Nicolet Square Parking lot)

Replace all south facing windows along with door system, replace awning covering, electrical for overhead lighting and painting. Painting was already completed because of peeling paint, exposed “crack away” brick face from flag pole holders, 2x4 glued signage supports and overall bad condition of brick. On NW facing wall (Currently this faces the dumpster inclosure located at 365 Main) we would like to request the approval of expanding the size of an existing window along with adding a door that would allow the area to the west, current dumpster enclosure, to be used as outdoor seating. 365 Main and 363 will be combined under one new parcel ID by year end which will allow for this expansion of outdoor seating. (Property line variance, etc)



Estimated Costs:

Window and Door Systems (Not including Main St. facing door and transom window)

GB Glass Glass Center, Inc. - \$11,522.00

Masonry work for new door and windows:

Engleberg Masonry, Inc. - \$3,500.00

Electrical for signage and accent lighting:

C&C Electrical Services: - \$1,500.00 (Not including fixtures to be added..est. \$500.00)

Paint for Exterior:

Behr Premium Exterior Paint: \$185 (5 Gallons total)

(3 Gallons already purchased at \$36.98 Per Gallon, no labor costs / Saks Holdings, LLC)

Total Estimate: \$17,207.00

(Does not include Main st. Door system and transom window) (\$1500?)

Saks Holdings, LLC

Thank you in advance for taking the time to review this request for the Facade Grant.

I can be reached directly at 920-371-5032 at anytime.

Sincerely,

Andrew Krans
Saks Holdings, LLC

	CITY OF DE PERE APPLICATION FOR FAÇADE GRANT	Date:
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The City of De Pere, in conjunction with Downtown De Pere Inc., will assist with façade improvements for commercial properties located within the boundaries of a Tax Increment District (TID). Applications will be acted upon on a first come first serve basis. The maximum grant is up to \$10,000 for approved projects. The grant requires the expenditure of \$4.00 of private funds for each \$1.00 of grant funds disbursed (\$40,000 expenditure for \$10,000 grant). Grants will only be awarded to projects that are approved by the Redevelopment Authority and Common Council.

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

SECTION 1: Applicant / Permittee Information			
Applicant Name (Ind., Org. or Entity) Saks Holdings, LLC	Authorized Representative Andrew Krans	Title Senior Partner	
Mailing Address 941 Lawton Place	City DePere	State WI	ZIP Code 54115
Email Address atkrans@gmail.com	Phone Number (incl. area code) 920-371-5032	Fax Number (incl. area code)	
SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)			
Name (Ind., Org. or Entity) Same	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	
SECTION 3: Project or Site Location			
Project Address/Description 363 Main Ave. DePere, WI. 54115			Parcel No.
SECTION 4: Project Information			
Project Description:	Facade Grant and improvements to both Main St. and Nicolet Square		
Estimated Façade Expenses:	\$18,000.00		
Contractor:	Saks Holdings, LLC		
Estimated Start Date:	November 2017	Estimated Completion Date:	2 Weeks from Start, Mid Nov.
Please attach (1) hard copy and (1) PDF version of the following items:			
1. A photo of the existing façade.			
2. The proposed project design. Color renderings are strongly encouraged.			
3. The project cost estimates by major category (design, material, labor, etc).			
SECTION 5: Certification and Permission			
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.			
Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.			
Name of Owner/Authorized Representative (please print) Andrew Krans	Title Senior Partner	Phone Number 920-371-5032	
Signature of Applicant Electronic Signature/ Andrew T. Krans 10-20/2017 (ATK)		Date Signed 10-20-2017	

City of De Pere MEMORANDUM



To: Redevelopment Authority
 From: Kimberly Flom, Economic Development & Planning Director
 Date: November 21, 2017
 RE: **Façade Grant Application – 363 Main Avenue (WD-919)**

Background

Saks Holdings submitted the attached façade grant application for the front and rear facades of 363 Main Avenue.

The building is not a contributing structure to the Main Street Historic District. Built in 1960, it was originally constructed for use as a retail building and most recently operated as Buddha's Still.



Figure 1: Project location

Proposed Improvements

Please see the attached application for detail on the proposed façade improvements. The applicant proposes work on both the front and rear façade to include exterior painting, new lighting fixtures, masonry repair and new windows/doors.



363 Main Façade Grant - Exterior Cost Estimate

Vendor	Detail	Amount
GB Glass Center, Inc.	Window and Door Systems (not including Main St. facing door and transom window)	\$11,522.00
Engleberg Masonry, Inc.	Masonry work for new door and windows	\$3,500.00
C&C Electrical Services	Exterior Electrical for signage and accent lighting	\$1,500.00
TBD	Exterior Lighting Fixtures	\$500.00
Saks Holdings, LLC	Exterior Paint (3 gallons purchased at \$36.98/gallon)	\$185.00
		Total \$17,207.00
		\$4 Investment \$13,765.60
		\$1 Grant Match \$3,441.40

Façade Grant Funding

The 2017 budget includes \$30,000 for façade grants for TID #9 (to date, \$14,658.40 have been obligated for Life Church and O'Connor Connective. An application for 353 Main has been conceptually approved pending additional information).

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

MEETING DATE: December 5, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #17-93, Authorizing Fox River State Trail Winter Maintenance Cost Share Memorandum of Understanding Among the City of De Pere, the Village of Allouez, the City of Green Bay and Brown County.

The Board of Park Commissioners approved the below recommendation at their meeting on November 16, 2017 and moved to send it to Common Council for Approval.

I have included a draft agreement our City Attorney has provided revisions to that covers the clearing of snow on the Fox River Trail. The Mayor has included funding in the proposed 2018 Budget to continue funding a portion of the cost to clear the Fox River Trail during the winter months.

ATTACHMENTS:

- Reso17-93 (DOCX)
- 2017_2018 FOX RIVER TRAIL PLOWING- MOU(1)(DOCX)

RESOLUTION #17-93

AUTHORIZING FOX RIVER STATE TRAIL WINTER MAINTENANCE COST SHARE
MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF DE PERE,
THE VILLAGE OF ALLOUEZ, THE CITY OF GREEN BAY AND BROWN COUNTY

WHEREAS, the Wisconsin Department of Natural Resources, as the agency named by the State of Wisconsin to administer the State Trail System, has delegated certain trail management rights to Brown County to develop, maintain, repair and operate said Fox River State Trail ("Trail") within the limits of Brown County; and

WHEREAS, in collaboration with the municipalities in which the Trail is located, Brown County wishes to promote year-round use of the Trail by providing winter maintenance on the Trail and entering into an agreement setting forth each municipalities' responsibilities as to cost-sharing for said winter maintenance, as shown in the attached Fox River State Trail Winter Maintenance Cost Share Memorandum of Understanding.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Fox River State Trail Winter Maintenance Cost Share Memorandum of Understanding among the City of De Pere, the Village of Allouez, The City of Green Bay and Brown County, together with such renewals thereof, upon similar terms and conditions provided that the necessary funds have been properly budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of December, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso17-93 (6441 : Reso #17-93, Authorizing Fox River State Trail Winter Maintenance Cost Share MOU)

**FOX RIVER STATE TRAIL
WINTER MAINTENANCE COST SHARE MEMORANDUM OF UNDERSTANDING
VILLAGE OF ALLOUEZ, COUNTY OF BROWN, CITY OF DE PERE, AND CITY OF GREEN BAY**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2017, by and between the Village of Allouez ("**Allouez**"), the County of Brown ("**County**"), the City of De Pere ("**De Pere**") and the City of Green Bay ("**Green Bay**") for purposes of funding winter maintenance on the Fox River State Trail ("**Trail**"). Hereinafter, these four municipalities may be referred to singularly as "Party" and collectively as "Parties."

Recitals

WHEREAS, the Trail is a recreational trail that is owned by the State of Wisconsin and that was made part of the State Trail System by the Wisconsin Department of Natural Resources ("DNR"); and,

WHEREAS, the DNR, as the agency named by the State to administer the State Trail System, has delegated certain Trail management rights to the County, e.g., the right to develop, maintain, repair and operate said Trail on lands within Brown County; and,

WHEREAS, the Parties agree that it is vital to partner together to enrich local quality of life, attract and retain talent, offer quality outdoor recreational opportunities and to promote healthy lifestyles year-round; and,

WHEREAS, the Trail is known as a popular recreational trail which travels through all of the Parties' municipal boundaries; and,

WHEREAS, the collaborative effort outlined in this MOU will encourage year-round biking, running and walking within the urban section of the Trail; and,

WHEREAS, the Parties recognize that providing winter maintenance on the Trail provides benefit to citizens and allows connected access via the Trail to the four municipalities in this MOU; and,

WHEREAS, the three municipalities desire to enter into this MOU with the County, and each agrees to reimburse the County 50% of the total cost of winter maintenance on the Trail based on the length of Trail within each municipality as described below, and including a '**not to exceed**' dollar amount and only after the County expends the first 50% of the estimated contracted amount; and,

NOW THEREFORE, the Parties to this MOU agree as follows:

1. **Recitals.** The above recitals are true, correct and incorporated herein.

2. Purpose. The purpose of this MOU is to collaborate with the municipalities to cost share winter trail maintenance and provide connectivity and additional winter recreational opportunities in County.

3. Location. The winter maintenance, referenced in this agreement, is to be performed on the Trail from a starting point at Porlier and Adams Streets, to an ending point at Heritage Road.

Municipality Trail lengths referred to in this MOU are as follows:

- a. Allouez - 2.94 miles (Marine Street to Fox Point Boat Landing);**
- b. De Pere - 2.61 miles (Fox Point Boat Landing to Heritage Road); and**
- c. Green Bay - .39 miles (Porlier/Adams Street to Marine Street).**

4. Term. This MOU shall become effective in each respective municipality on the date first written above and after each respective municipality executes this Agreement, and shall continue in effect until the termination of this MOU on June 1, 2018.

5. Payment. The County will pay the initial contractor invoices up to \$10,700. Shall winter conditions determine additional winter maintenance is necessary above and beyond \$10,700, the municipalities agree to reimburse Brown County for the Trail winter maintenance costs for plowing and sanding based on the length of trail within each the municipality. The County will invoice each Party for the actual costs of performing the winter trail maintenance in excess of the \$10,700, as described above, by June 1, 2018. Said Trail winter maintenance costs are based on 25 snow plow events of one inch or greater snow accumulation, and 31 sand applications, per year.

Municipality charges shall not exceed the amounts below, but may be less due to winter weather conditions:

- a. Brown County shall fund \$10,700;**
- b. Allouez shall fund a maximum of \$5,267;**
- c. De Pere shall fund a maximum of \$4,682; and**
- d. Green Bay shall fund a maximum of \$692.**

6. Annual Report. No later than June 1, 2018, the County shall provide a report to the other three municipalities documenting 2017-18 plowing and sanding events.

7. Brown County Responsibilities.

- a. The County agrees to publish a Request for Quotes for contractors interested in performing Trail winter maintenance services. The low responsible bidder will be awarded the contract with Brown County.

b. The County agrees to enter into the contract with the selected contractor, to administer the contract with the selected contractor and to provide payment as defined in the contract by and between the County and the selected contractor.

c. The County agrees to abide by the Trail Management Easement entered into with the State of Wisconsin Department of Natural Resources, which limits salt applications.

d. The County shall not invoice the Parties more than the amounts agreed upon in this MOU and will not invoice the Parties until invoices total more than \$10,700.

e. The County will retain Trail administration and management rights, as described in the Trail Management Easement, with the DNR. At no time shall this Agreement be deemed as conveying, transferring or forfeiting the County's Trail authority to another Party.

8. Governing Law. This Agreement shall be deemed to have been made in Brown County, Wisconsin and shall be governed by, construed under and enforced in accordance with the law of the State of Wisconsin, except as otherwise provided herein. All actions or proceedings relating directly or indirectly, to this Agreement whether sounding in contract or tort, shall be litigated in the Courts of Brown County, Wisconsin. All Parties to this Agreement hereby subject themselves to the jurisdiction of the Courts of Brown County, Wisconsin.

9. Assignment. The rights and obligations of the Parties under this Agreement are personal as between them, and they may not be assigned, transferred or conveyed in any manner by any Party without the prior written consent of all of the other Parties.

10. Waiver. Waiver of a breach or a violation of any provision or term of this Agreement may not be construed to be a waiver of any subsequent breach.

11. Headings. The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

12. Notice. Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to all the appropriate party as follows:

THE VILLAGE OF ALLOUEZ: THE COUNTY OF BROWN

Name and title:

Address:

Phone:

Fax:

Email:

Name and title:

Address:

Phone:

Fax:

Email:

THE CITY OF DE PERE

Name and title:

Address:

Phone:

Fax:

Email:

THE CITY OF GREEN BAY

Name and title:

Address:

Phone:

Fax:

Email:

All other correspondence may be sent by regular mail, fax or email and addressed as noted above. At any time any Party may change their contact information by sending notice as stated above to the other Parties.

13. Severability. The provisions of this Agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Agreement.

14. Drafting. All Parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.

15. Authorization. The persons signing this MOU warrant that they have been authorized to enter into this Agreement by and on behalf of their respective Parties and that they have full and complete authority to bind their respective Parties by executing this Agreement.

16. Integration. This MOU contains the entire agreement and understanding concerning the subject matter between the Parties and supersedes and replaces any and all prior negotiations, proposed agreements, and agreements written or oral. Each acknowledges that no other party, nor any agent of any party, has made promise, representation, or warranty whatsoever, expressed or implied, not contained herein, concerning the subject matter hereof, to induce the other party to execute this Agreement; and each party acknowledges that it has not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein.

17. Entire Agreement. This Agreement is the entire agreement between the undersigned Parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each Party, which amendment expressly states that it is the intention of the Parties to amend this MOU.

IN WITNESS WHEREOF, the Parties, by their respective authorized agents have caused this Memorandum of Understanding to be executed and entered into, effective as of the date written above and hereto have affixed their respective signatures, as indicated below.

THE VILLAGE OF ALLOUEZ:

By: _____
 Name Title Date

THE COUNTY OF BROWN:

By: _____
 Name Title Date

THE CITY OF DE PERE:

By: _____
 Name Title Date

THE CITY OF GREEN BAY:

By: _____
 Name Title Date

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 5, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Paula Rahn

SUBJECT: Resolution #17-94, Authorizing Extension of Agreement for Services Between the City of De Pere and Multi Media Channels, LLC

The Board of Park Commissioners approved the below recommendation at their meeting on November 16, 2017 and moved to send it to Common Council for approval.

Our current agreement with Multi-Media Channels to address brochure advertising is expiring. We would like the Park Board to approve a two year extension as we are happy with the company, and found it difficult to match the same service they provide. We currently save close to \$10,000 in printing/brochure expenses due to the agreement.

We have provided a copy of the current agreement we have with them.

ATTACHMENTS:

- Reso17-94 (DOCX)
- Extension of Agreement for Services-Multi Media Channels-with Exhibit (PDF)
- Multi-Media (PDF)

RESOLUTION #17-94

AUTHORIZING EXTENSION OF AGREEMENT FOR SERVICES BETWEEN
THE CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC

WHEREAS, the City of De Pere and Multi Media Channels, LLC are parties to an Agreement for Services, dated August 1, 2016; and

WHEREAS, the City and Multi Media Channels, LLC wish to extend said Agreement for an additional two-year period upon the terms and conditions of the Extension of Agreement for Services attached hereto; 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 and Clerk-Treasurer are authorized and directed to execute such Extension of Agreement for Services Between the City of De Pere and Multi Media Channels, LLC, together with subsequent renewals as may be required, provided the terms and conditions are substantively similar and sufficient funds have been budgeted therefor.

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 5th day of December, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**EXTENSION OF AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC**

THIS EXTENSION is entered into this ____ day of _____, 2017, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Multi Media Channels, LLC.

WHEREAS, the City and Multi Media Channels, LLC are parties to an Agreement for Services dated August 1, 2016 (“the Agreement”), a copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the parties wish to enter into an Extension of the Agreement for an additional two (2) year period upon the terms and conditions set forth below.

NOW THEREFORE, upon the mutual promises and covenants contained herein, and upon such additional consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to extend the Agreement between them as follows:

1. The contract period of the Agreement is hereby extended by an additional two (2) years and shall expire December 31, 2019.
2. All other provisions of the Agreement shall remain in full force and effect unless specifically modified in this Extension.

Dated this ____ day of _____, 2017.

MULTI MEDIA CHANNELS, LLC

By:

Print Name: Dave Wood
Title: Group GM

Print Name:
Title:

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC**

THIS AGREEMENT made and entered into this 15th day of August, 2016, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Multi Media Channels, LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of collaborating with a company for advertising, design, printing and distribution of the City's Park, Recreation and Forestry Department's bi-annual brochures and postcards.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the April 2016 City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated April 25, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference except that the reference to City providing Consultant with a business contact list in Exhibit B shall be revised to reflect City cooperation with Consultant in establishing business contacts. 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 Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

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

design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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. 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

Consultant shall be responsible for all costs associated with advertisement solicitations and all costs associated with printing and mailing City brochures and post cards associated with this project. Consultant shall retain all compensation received from advertisements sold. No other remuneration shall be paid to Consultant.

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, non-owned, 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.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement 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 and endorsement 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, 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.

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.

XX. NOTICES

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

If to City:

City Clerk-Treasurer
Attn: Shana D. Ledvina
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Multi Media Channels, LLC
Attn: Mick Gotta
600 Industrial Drive
Waupaca, WI 54981

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

MULTI MEDIA CHANNELS, LLC

CITY OF DE PERE, WISCONSIN

By: Dave Wood - Group 6 M
Name: Perchuk

By: Michael J. Walsh
Michael J. Walsh, Mayor

By: Shana D. Ledvina
Shana D. Ledvina, Clerk-Treasurer



City of De Pere Park, Recreation & Forestry Department

Request for Qualifications for Advertising Proposal

General Information

The City has an approximate population of 24,500 people and currently mails a postcard twice per year to an average of 10,800 households. On average, 1,750 Summer /Fall Brochures and 1,000 Winter/Spring Brochures are printed and placed at City facilities and the Kress Family Library.

The Board of Park Commissioners has approved collaborating with a company to solicit advertisements in order to fully cover all costs associated with the design and printing of our Park, Recreation and Forestry Department's bi-annual brochures as well as the mailing of our postcards.

The City is inviting companies to submit a business plan identifying how your company will solicit advertisements for our Park, Recreation & Forestry Department bi-annual brochures and postcards. The company will be responsible for all costs associated with the printing and mailing of the brochures and postcards and retain all money solicited from advertisements sold.

Business Plan Proposal

Please include the following information:

1. Company Information: Name of company, address, contact person and telephone number(s).
2. Company/staff experience on similar projects (provide samples).
3. Provide an advertising proposal.
 - Include recommended number, placement and size of ads within brochure and postcard.
4. Describe your plan approach and sales methods; include estimated timeline.
5. Complete supplemental questionnaire form.

Supporting Information

The following information outlines recommendations for brochure and postcard specifications. Other recommendations for type of paper, layout, size, etc. accepted.

Item:	Brochures
Size/lnk:	Full Color Offset: - o 11 x 17" booklet folded in half; full bleeds - o inside 60# offset, text opaque white - o cover 80# coated text/gloss - o final size 8 ½" x 11" - o approximately 24 pages – Winter/Spring; 32 pages – Summer/Fall (depends on number of ads)

~ OR ~

Full Color Newsprint:

- o 10 ½ x 16" booklet folded in half (or suggested size); full bleeds
- o inside newspaper print
- o over 80# coated text/gloss
- o final size 8" x 10 ½" (or suggested size)

Quantity: 1,750 Summer/Fall brochure; 1,250 Winter/Spring brochure

Item: Postcards

Size/Ink: Full Color front & back

- o 6" x 8" coated cover @ least 9 pt. thickness
- o 2-sided print

Quantity: 10,800

Schedule Timeline

April 29, 2016 – Proposals due by 4:30 pm

May 2-4, 2016 – Proposals reviewed by staff

May 19, 2016 – Recommendation reviewed by Board of Park Commissioners

June 7, 2016 – City Council approval

Insurance

Your company shall effect and maintain insurance to protect from claims under worker'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.

Evaluation Procedure

All proposals shall be reviewed based on the following criteria.

1. Professional staff experience and availability of key personnel.
2. Relevant project experience of the company.
3. Graphic design qualifications.
4. Understanding of the project.
5. Plan and sales approach.

The proposal that is selected will be in effect for one and a half years (July 1, 2016 - December 31, 2017).

Any interested company is required to submit all necessary proposal information including completing the Additional Services Proposal Form below. All proposals must be received by **Friday, April 29, 2016 at 4:30 pm** and can be dropped off or mailed to:

De Pere Community Center
600 Grant Street
De Pere, WI 54115

The Department will select the proposal that is in the best interest for the City of De Pere. Questions regarding this proposal should be directed to Paula Rahn, Recreation Superintendent at (920) 339-4097 or prahn@mail.de-pere.org.

Supplemental Questionnaire

1. What format(s) would your company be able to print the brochure in? Also indicate finished product size. *Check all that apply.*

☐ Offset Finished Size: _____
☐ Newsprint Finished Size: _____
 Other: _____ Finished Size: _____

2. Would your company consider mailing postcards or brochures to outlying communities with a De Pere mailing address?

☐ Yes ☐ No

3. Would your company be willing to completely design the brochure and postcard in InDesign software?

☐ Yes ☐ No

4. Would your company print additional copies of the brochure above the requirements noted in brochure and postcard specifications?

☐ Yes ☐ No If yes, how many? _____

5. Would your company deliver additional copies of the brochure to select area businesses?

☐ Yes ☐ No

6. Please list any additional services your company would be willing to provide to our Department. This could be monetary or some other form of donation.

Name: _____

Signature: _____

Company: _____

Address: _____

Phone Number: _____

Thank you for submitting this proposal. Your time and effort is greatly appreciated.



25April2016

To: City of DePere

c/o Paula Rahn

From: Mick Gotta / Multi Media Channels

Re: Advertising Proposal for Brochures

Paula,

Following is our Plan Proposal for doing the City of DePere Brochures and Postcards.

- 1.) Multi Media Channels
600 Industrial Dr.
Waupaca, WI 54981
Contact: Mick Gotta
920 609 7921
- 2). MMC has over 50 years experience in the printing of magazines, newspapers and special Publications. Our current staff has over 20 years of sales and publication experience. Samples being provided are examples of publications we currently produce. All are done from sales to design to the final printing and mailing. Our design team is fully staffed and highly experienced in current printing platforms (Including InDesign).
- 3). We are proposing to offer a variety of sizes and price points for prospective advertisers to consider. From one-eighth to full page advertising will be offered at price points to be determined. We are also proposing to solicit one or possibly two potential advertisers for the space available on the postcard at premium prices to be determined. The number of ads will be determined at deadline date and completion of the sales process. Placement of some ads (mainly full pages) can be pre-set, otherwise ads will be placed at the discretion of the City of DePere and MMC design staff. Page requests can be made, but space guarantee is not suggested unless for premium pages. The basic goal of the number of ad sales sold is to recover costs of printing and mailing.
- 4). Our sales approach will be to have at minimum 2 and possibly 3 sales reps working during the sales effort. If possible, MMC is asking the City of DePere for a business contact list, with which we will divide the list amongst reps. MMC will produce a promotion sheet that will detail public dates, sales deadlines, pricing and sizes on all ads, contact information as well as a brief description of the book, postcard and the value of advertising in the publications. Timeline of our sales effort will be 30-45 days from the public date. This will allow design team and city staff to properly paginate book information and advertising to be readied for the printing process. City of DePere, if possible will provide a resident mail list for use to MMC in the mailing process.
- 5). Questionnaire form attached.

Supplemental Questionnaire

1. What format(s) would your company be able to print the brochure in? Also indicate finished product size. *Check all that apply.*

☒ Offset Finished Size: 8 1/4" x 10 1/2"
☒ Newsprint Finished Size: 8" x 10"
 Other: _____ Finished Size: _____

2. Would your company consider mailing postcards or brochures to outlying communities with a De Pere mailing address?

☒ Yes ☐ No

3. Would your company be willing to completely design the brochure and postcard in InDesign software?

☒ Yes ☐ No

4. Would your company print additional copies of the brochure above the requirements noted in brochure and postcard specifications?

☒ Yes ☐ No If yes, how many? 500

5. Would your company deliver additional copies of the brochure to select area businesses?

☒ Yes ☐ No

6. Please list any additional services your company would be willing to provide to our Department. This could be monetary or some other form of donation.

MMC will distribute additional brochures via our
distribution arm (Bulls Eye Distribution) at no cost
to the City. Bulls Eye has a retail rack system already
in place throughout DePere.

Name: Mick Gotta
 Signature: [Signature]
 Company: Multi-Media Channels, MMC
 Address: 600 Industrial DR., Waupesa, WI 54981
 Phone Number: 920-609-7921

Thank you for submitting this proposal. Your time and effort is greatly appreciated.



CERTIFICATE OF LIABILITY INSURANCE

Phone: (920)339-4042 Fax: (920)339-4049

Exhibit 1 18.b

DATE (MM/DD/YYYY)

07/28/2016

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 have ADDITIONAL INSURED provisions or 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	Tartan Insurance 1540 Capitol Dr Green Bay, WI 54303 License #: 2426349	CONTACT NAME: Todd Pliner PHONE (A/C, No, Ext): (920)494-7421 FAX (A/C, No): (920)494-1801 E-MAIL ADDRESS: renee.frazier@tartaninsurance.com
INSURED	Brown County Publishing, Inc. P.O. Box 408 Waupaca, WI 54981	INSURER(S) AFFORDING COVERAGE INSURER A: Partner Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-257451

REVISION NUMBER: 3

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CP08618	10/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A025433	10/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE DED RETENTIONS	Y		UC01613	10/01/2015	09/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC15300	09/01/2015	09/01/2016	☒ PER STATUTE ☐ OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Multi Media Channels LLC is a wholly owned subsidiary of Brown County Publishing and listed as a named insured on these policies.

City of De Pere is listed as an Additional Insured

CERTIFICATE HOLDER

CANCELLATION

City of De Pere 335 S Broadway De Pere, 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 (TMP)
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 5

POLICY NUMBER CP08618	POLICY CHANGES EFFECTIVE 07/14/2016	COMPANY Partners Mutual Insurance Company
NAMED INSURED Brown County Publishing, Inc PO Box 408 Waupaca, WI 54981		AUTHORIZED REPRESENTATIVE TARTAN INSURANCE AGENCY INC #0516 1540 CAPITOL DRIVE PO BOX 10916 GREEN BAY, WI 54307-0916
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES EFFECTIVE 07/14/16, THE CITY OF DE PERE , 335 SOUTH BROADWAY, DE PERE, WI 54115 IS ADDED AS ADDITIONAL INSURED TO THE POLICY. THIS IS A TWO TERM POLICY CHANGE AND THIS ADDITIONAL INSURED WILL BE ADDED TO THE CURRENT RENEWAL TERM OF 09/01/16 - 17 ALSO. SEE ATTACHED FORM CG 20 10. NO CHANGE IN PREMIUM.		

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

POLICY NUMBER: CP08618 Brown County Publishing Inc

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s)
Or Organization(s):**CITY OF DE PERE
335 SOUTH BROADWAY
DE PERE, WI 54115**Location(s) Of Covered Operations**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

RESOLUTION #16-60

AUTHORIZING CONSULTANT AGREEMENT BETWEEN
THE CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC
(Community Center Brochures and Postcards)

WHEREAS, the City is in need of collaborating with a company for advertising, design, printing and distribution of the City's Park, Recreation and Forestry Department's bi-annual brochures and postcards; and

WHEREAS, Multi Media Channels , LLC has available and offers to provide personnel and facilities necessary to accomplish such services, subject to the terms and conditions of the Agreement for Services, attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the Board of Park Commissioners has reviewed such Agreement for Services and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of June, 2016.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Shana D. Ledvina, Clerk-Treasurer

Ayes: 8

Nays: 0

Attachment: Multi-Media (6443 : Reso #17-94, Authorizing Extension of Agreement for Services-Multi Media Channels, LLC)

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND MULTI MEDIA CHANNELS, LLC**

THIS AGREEMENT made and entered into this 1st day of August, 2016, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Multi Media Channels, LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of collaborating with a company for advertising, design, printing and distribution of the City's Park, Recreation and Forestry Department's bi-annual brochures and postcards.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the April 2016 City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated April 25, 2016 (Exhibit B), both of which are attached hereto and incorporated by reference except that the reference to City providing Consultant with a business contact list in Exhibit B shall be revised to reflect City cooperation with Consultant in establishing business contacts. 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 Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

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

design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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. 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

Consultant shall be responsible for all costs associated with advertisement solicitations and all costs associated with printing and mailing City brochures and post cards associated with this project. Consultant shall retain all compensation received from advertisements sold. No other remuneration shall be paid to Consultant.

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, non-owned, 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.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement 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 and endorsement 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, 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.

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.

XX. NOTICES

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

If to City:

City Clerk-Treasurer
Attn: Shana D. Ledvina
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Multi Media Channels, LLC
Attn: Mick Gotta
600 Industrial Drive
Waupaca, WI 54981

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

MULTI MEDIA CHANNELS, LLC

CITY OF DE PERE, WISCONSIN

By: Dave Wood - Group 6M
Name: Dave Wood

By: Michael J. Walsh
Michael J. Walsh, Mayor

By: Shana D. Ledvina
Shana D. Ledvina, Clerk-Treasurer

Attachment: Multi-Media (6443 : Reso #17-94, Authorizing Extension of Agreement for Services-Multi Media Channels, LLC)



City of De Pere Park, Recreation & Forestry Department

Request for Qualifications for Advertising Proposal

General Information

The City has an approximate population of 24,500 people and currently mails a postcard twice per year to an average of 10,800 households. On average, 1,750 Summer /Fall Brochures and 1,000 Winter/Spring Brochures are printed and placed at City facilities and the Kress Family Library.

The Board of Park Commissioners has approved collaborating with a company to solicit advertisements in order to fully cover all costs associated with the design and printing of our Park, Recreation and Forestry Department's bi-annual brochures as well as the mailing of our postcards.

The City is inviting companies to submit a business plan identifying how your company will solicit advertisements for our Park, Recreation & Forestry Department bi-annual brochures and postcards. The company will be responsible for all costs associated with the printing and mailing of the brochures and postcards and retain all money solicited from advertisements sold.

Business Plan Proposal

Please include the following information:

1. Company Information: Name of company, address, contact person and telephone number(s).
2. Company/staff experience on similar projects (provide samples).
3. Provide an advertising proposal.
 - Include recommended number, placement and size of ads within brochure and postcard.
4. Describe your plan approach and sales methods; include estimated timeline.
5. Complete supplemental questionnaire form.

Supporting Information

The following information outlines recommendations for brochure and postcard specifications. Other recommendations for type of paper, layout, size, etc. accepted.

Item: **Brochures**

Size/Ink: Full Color Offset:

- 11 x 17" booklet folded in half; full bleeds
- inside 60# offset, text opaque white
- cover 80# coated text/gloss
- final size 8 ½" x 11"
- approximately 24 pages – Winter/Spring; 32 pages – Summer/Fall (depends on number of ads)

~ OR ~

Full Color Newsprint:

- 10 ½ x 16" booklet folded in half (or suggested size); full bleeds
- inside newspaper print
- over 80# coated text/gloss
- final size 8" x 10 ½" (or suggested size)

Quantity: 1,750 Summer/Fall brochure; 1,250 Winter/Spring brochure

Item: Postcards

Size/Ink: Full Color front & back

- 6" x 8" coated cover @ least 9 pt. thickness
- 2-sided print

Quantity: 10,800

Schedule Timeline

April 29, 2016 – Proposals due by 4:30 pm

May 2-4, 2016 – Proposals reviewed by staff

May 19, 2016 – Recommendation reviewed by Board of Park Commissioners

June 7, 2016 – City Council approval

Insurance

Your company shall effect and maintain insurance to protect from claims under worker'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.

Evaluation Procedure

All proposals shall be reviewed based on the following criteria.

1. Professional staff experience and availability of key personnel.
2. Relevant project experience of the company.
3. Graphic design qualifications.
4. Understanding of the project.
5. Plan and sales approach.

The proposal that is selected will be in effect for one and a half years (July 1, 2016 - December 31, 2017).

Any interested company is required to submit all necessary proposal information including completing the Additional Services Proposal Form below. All proposals must be received by **Friday, April 29, 2016 at 4:30 pm** and can be dropped off or mailed to:

De Pere Community Center
600 Grant Street
De Pere, WI 54115

The Department will select the proposal that is in the best interest for the City of De Pere. Questions regarding this proposal should be directed to Paula Rahn, Recreation Superintendent at (920) 339-4097 or prahn@mail.de-pere.org.

Supplemental Questionnaire

1. What format(s) would your company be able to print the brochure in? Also indicate finished product size. *Check all that apply.*

☐ Offset Finished Size: _____
☐ Newsprint Finished Size: _____
 Other: _____ Finished Size: _____

2. Would your company consider mailing postcards or brochures to outlying communities with a De Pere mailing address?

☐ Yes ☐ No

3. Would your company be willing to completely design the brochure and postcard in InDesign software?

☐ Yes ☐ No

4. Would your company print additional copies of the brochure above the requirements noted in brochure and postcard specifications?

☐ Yes ☐ No If yes, how many? _____

5. Would your company deliver additional copies of the brochure to select area businesses?

☐ Yes ☐ No

6. Please list any additional services your company would be willing to provide to our Department. This could be monetary or some other form of donation.

Name: _____

Signature: _____

Company: _____

Address: _____

Phone Number: _____

Thank you for submitting this proposal. Your time and effort is greatly appreciated.



25 April 2016

To: City of DePere

c/o Paula Rahn

From: Mick Gotta / Multi Media Channels

Re: Advertising Proposal for Brochures

Paula,

Following is our Plan Proposal for doing the City of DePere Brochures and Postcards.

1.) Multi Media Channels

600 Industrial Dr.

Waupaca, WI 54981

Contact: Mick Gotta

920 609 7921

- 2). MMC has over 50 years experience in the printing of magazines, newspapers and special Publications. Our current staff has over 20 years of sales and publication experience. Samples being provided are examples of publications we currently produce. All are done from sales to design to the final printing and mailing. Our design team is fully staffed and highly experienced in current printing platforms (Including InDesign).
- 3). We are proposing to offer a variety of sizes and price points for prospective advertisers to consider. From one-eighth to full page advertising will be offered at price points to be determined. We are also proposing to solicit one or possibly two potential advertisers for the space available on the postcard at premium prices to be determined. The number of ads will be determined at dead-line date and completion of the sales process. Placement of some ads (mainly full pages) can be pre-set, otherwise ads will be placed at the discretion of the City of DePere and MMC design staff. Page requests can be made, but space guarantee is not suggested unless for premium pages. The basic goal of the number of ad sales sold is to recover costs of printing and mailing.
- 4). Our sales approach will be to have at minimum 2 and possibly 3 sales reps working during the sales effort. If possible, MMC is asking the City of DePere for a business contact list, with which we will divide the list amongst reps. MMC will produce a promotion sheet that will detail public dates, sales deadlines, pricing and sizes on all ads, contact information as well as a brief description of the book, postcard and the value of advertising in the publications. Timeline of our sales effort will be 30-45 days from the public date. This will allow design team and city staff to properly paginate book information and advertising to be readied for the printing process. City of DePere, if possible will provide a resident mail list for use to MMC in the mailing process.
- 5). Questionnaire form attached.

Supplemental Questionnaire

1. What format(s) would your company be able to print the brochure in? Also indicate finished product size. *Check all that apply.*

☒ Offset Finished Size: 8 1/4" x 10 1/2"
☒ Newsprint Finished Size: 8" x 10"
 Other: _____ Finished Size: _____

2. Would your company consider mailing postcards or brochures to outlying communities with a De Pere mailing address?

☒ Yes ☐ No

3. Would your company be willing to completely design the brochure and postcard in InDesign software?

☒ Yes ☐ No

4. Would your company print additional copies of the brochure above the requirements noted in brochure and postcard specifications?

☒ Yes ☐ No If yes, how many? 500

5. Would your company deliver additional copies of the brochure to select area businesses?

☒ Yes ☐ No

6. Please list any additional services your company would be willing to provide to our Department. This could be monetary or some other form of donation.

MMC will distribute additional brochures via our distribution arm (Bulls Eye Distribution) at no cost to the City. Bulls Eye has a retail rack system already in place throughout DePere.

Name: Nick Gotta
 Signature: [Signature]
 Company: Multi-Media Channels, MMC
 Address: 600 Industrial DR., Waupesa, WI 54981
 Phone Number: 920-609-7921

Thank you for submitting this proposal. Your time and effort is greatly appreciated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/28/2016

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 have ADDITIONAL INSURED provisions or 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	Tartan Insurance 1540 Capitol Dr Green Bay, WI 54303 License #: 2426349	CONTACT NAME:	Todd Pliner	
		PHONE (A/C, No, Ext):	(920)494-7421	FAX (A/C, No):
		E-MAIL ADDRESS:	renee.frazier@tartaninsurance.com	
INSURED	Brown County Publishing, Inc. P.O. Box 408 Waupaca, WI 54981	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Partner Mutual Insurance Company		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00000000-257451

REVISION NUMBER: 3

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CP08618	10/01/2015	09/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A025433	10/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION \$	Y		UC01613	10/01/2015	09/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC15300	09/01/2015	09/01/2016	☒ PER STATUTE ☐ OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Multi Media Channels LLC is a wholly owned subsidiary of Brown County Publishing and listed as a named insured on these policies.

City of De Pere is listed as an Additional Insured

CERTIFICATE HOLDER

CANCELLATION

City of De Pere 335 S Broadway De Pere, 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  (TMP)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number 5

POLICY NUMBER CP08618	POLICY CHANGES EFFECTIVE 07/14/2016	COMPANY Partners Mutual Insurance Company
NAMED INSURED Brown County Publishing, Inc PO Box 408 Waupaca, WI 54981		AUTHORIZED REPRESENTATIVE TARTAN INSURANCE AGENCY INC #0516 1540 CAPITOL DRIVE PO BOX 10916 GREEN BAY, WI 54307-0916
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES EFFECTIVE 07/14/16, THE CITY OF DE PERE , 335 SOUTH BROADWAY, DE PERE, WI 54115 IS ADDED AS ADDITIONAL INSURED TO THE POLICY. THIS IS A TWO TERM POLICY CHANGE AND THIS ADDITIONAL INSURED WILL BE ADDED TO THE CURRENT RENEWAL TERM OF 09/01/16 - 17 ALSO. SEE ATTACHED FORM CG 20 10. NO CHANGE IN PREMIUM.		

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

POLICY NUMBER: CP08618 Brown County Publishing Inc

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s)
Or Organization(s):**CITY OF DE PERE
335 SOUTH BROADWAY
DE PERE, WI 54115**Location(s) Of Covered Operations**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Attachment: Multi-Media (6443 : Reso #17-94, Authorizing Extension of Agreement for Services-Multi Media Channels, LLC)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 5, 2017

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #17-95, Authorizing Master Services and Purchasing Agreement with Axon Inc. For Body Worn Cameras and Related Accessories

The common council has approved in the 2018 budget certain funds to allow the police department to purchase and use body worn cameras. The cameras will be purchased from Axon Enterprise Inc., a company specializing in body worn cameras and related accessories. Attached is the Master Agreement and relevant appendices between the City of De Pere and Axon Enterprise, Inc. Also included is the quote specifying the equipment, hardware and software the police department is expected to purchase. The agreement will be for five years from the date of signing.

The initial estimates of cost were about \$25,000 for the first year of the contract. The costs are now \$21,940 for the first year and about \$26,000 each year after for four additional years. The costs fluctuated somewhat from July 2017 to today as we refined our needs and discarded unneeded equipment, software and storage.

I am requesting the common council approve the master agreement, appendices and quote for the body worn cameras and authorize the mayor or designee as the official signer of the documents.

If you would like to discuss this further or have questions relating to the agreement or quote please contact me at your convenience. Thank you for your time in this matter.

ATTACHMENTS:

- Reso17-95 (DOCX)
- Exhibit A - De Pere_MSPA_2017-11-17 (DOCX)
- Q-128154-20171117-1005 (PDF)

RESOLUTION #17-95

AUTHORIZING MASTER SERVICES AND PURCHASING AGREEMENT WITH
AXON, INC. FOR BODY WORN CAMERAS AND RELATED ACCESSORIES

WHEREAS, the City is interested in purchasing body cameras, related accessory equipment and software for the Police Department; and

WHEREAS, Axon, Inc. has available and offers to provide personnel, equipment and services necessary; and

WHEREAS, the funding for this project has been approved as part of the 2018 Adopted Budget and allocated under Capital Equipment.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Master Services and Purchasing Agreement With Axon, Inc. for Body Worn Cameras and Related Accessories as is attached hereto as Exhibit A, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 5th day of December, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso17-95 (6449 : Reso #17-95, Authorizing Agreement with Axon for Body Worn Cameras)



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and De Pere Police Dept. (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products, and all subsequent quotes for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"Policies" means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Services" means all services provided by Axon pursuant to this Agreement.

Attachment: Exhibit A - De Pere MSPA 2017-11-17 (6449 : Reso #17-95, Authorizing Agreement with Axon for Body Worn Cameras)



- 3** **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.
- 4** **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5** **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 6** **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7** **Warranties.**
- 7.1** **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
- 7.2** **Warranty Limitations.**
- 7.2.1** The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other



than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 Product Warnings. See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 Insurance. Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.



11 Indemnification. Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnatee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 IP Rights. Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

13 IP Indemnification. Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 Agency Responsibilities. The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.



15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than MSRP and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.



- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.



16.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency: De Pere Police Department
Attn: Chief of Police
325 S. Broadway Street
De Pere, WI 54115
dppd@mail.de-pere.org

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, the Policies, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

De Pere Police Dept.

Signature: _____
Name: Derek Beiderwieden
Title: Chief of Police
Date: _____

Evidence.com Terms of Use Appendix

- 1 **Evidence.com Subscription Term.** The Evidence.com Subscription will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

- 2 **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the subscription term (**Term**).

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

- 3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

- 4 **Evidence.com Data Security.**

4.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords

and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

- 5 **Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.
- 6 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.

- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).
- 11 **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may

retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

- 12** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix

1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

2.1. The Axon Starter Package includes one day of on-site services and a Project Manager that will work closely with the Agency to meet all contract deliverables. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,000 per day. The Axon Starter Package includes the options listed below:

System set up and configuration • Setup Axon Mobile on smart phones (if applicable). • Configure categories & custom roles based on Agency need. • Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • Virtual assistance included.
Dock configuration • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. • Authenticate Dock with Evidence.com using "Administrator" credentials from Agency. • Virtual assistance included.
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations.
End user go live training and support sessions • Assistance with device set up and configuration. • Training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

The Axon body camera Virtual Starter package includes all items in the Axon Starter Package, except one day of on-site services.

3 **Officer Safety Plan (OSP) Full Service and Starter Service.** The Package for OSP Full Service includes both the Axon Full Service and CEW Full Service items. The Package for OSP Starter Service includes both the Axon Starter Service and CEW Starter Service items.

4 **Smart Weapon Transition Service.** The Package for Smart Weapon Transition service includes the following:

Archival of Firing Logs

Axon's on-site professional services team will upload firing logs to Evidence.com from all TASER CEW Smart Weapons that the Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide the Agency with a Certificate of Destruction

- 5 **Body Worn Camera Virtual Add-on Services.** The Agency may purchase Virtual add-on classes for both end users and support staff. The Virtual Add-on User class will include: one deployment planning conference call and one virtual administrative training via WebEx.
- 6 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.
- 7 **Delivery of Services.**
 - 7.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
 - 7.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 8 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 9 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

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- 10 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 11 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data, even if such damage, loss, or corruption is due to Axon's negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency Software and Data from any cause

TASER Assurance Plan Appendix

The TASER Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of Ultimate and Unlimited Licenses, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on an Axon Product. TAP for the Axon cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option. The Agency may not buy a new TAP for the replacement Product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and is obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 **TAP Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term, the Agency may choose to

receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5 **TAP Upgrade Models.** Any Products replaced within the 6 months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the Products to Axon or Axon will deactivate the serial numbers for the Products received by the Agency. In the case of Axon cameras, the Agency may keep the original Products only if the Agency purchases additional Evidence.com licenses for the Axon camera Products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com Services with Ultimate Licenses or Unlimited Licenses, or TAP as a stand-alone service, and all payments are made; or (ii) 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins if the Agency purchased 5 years of Evidence.com Services with an Ultimate License or Unlimited Licenses, OSP, or TAP as a stand-alone service, and made all TAP payments.

TAP for CEWs is a 5 year term. Upgrade Models will be provided 5 years after the start of the TAP Term if the Agency made all TAP payments. For CEW Upgrade Models, Axon will upgrade Products, free of charge, with a new unit that is the same Product or a like Product, in the same weapon class (**Upgrade Model**). For example: (a) if the Product is a single bay CEW, then Agency may choose any single bay CEW model as the Agency's Upgrade Model; (b) if the Product is a multibay CEW, then Agency may choose any multi-bay CEW model as the Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then the Agency may choose any TASER CAM model as an Upgrade Model. To continue TAP coverage for the Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. Agency may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

5.1. **TAP Axon Camera Upgrade Models.**

- 5.1.1. If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay

the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

- 5.1.2.** If the Agency purchased an Unlimited or Ultimate License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

- 5.2. TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

- 6. TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

- 6.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 6.2.** Axon will not and has no obligation to provide the free Upgrade Models.
- 6.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 6.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

Axon Integration Services Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.

- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

- 4 **Delivery of Integration Services.**
 - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2. **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

- 5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:
- 5.1. Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);
 - 5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
 - 5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
 - 5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
 - 5.5. Promptly installing and implementing any and all software updates provided by Axon;
 - 5.6. Ensuring that all appropriate data backups are performed;
 - 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
 - 5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
 - 5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
 - 5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).
- 6 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Protect Life.

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Derek Beiderwieden

920-339-4084
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Quotation

Quote: Q-128154-6
Date: 11/17/2017 10:05 AM
Quote Expiration: 12/15/2017
Contract Start Date*: 1/1/2018
Contract Term: 5 years

AX Account Number:
116443

Bill To:

De Pere Police Dept.
325 S Broadway
De Pere, WI 54115
US

Ship To:

Derek Beiderwieden
De Pere Police Dept.
325 S Broadway
De Pere, WI 54115
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chad Gappa	(480) 502-6255	cgappa@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
30	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 11,970.00	USD 11,970.00	USD 0.00
30	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 7,475.00	USD 7,475.00	USD 0.00
5	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 175.00	USD 175.00	USD 0.00
5	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,080.00	USD 0.00	USD 1,080.00
30	80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 5,400.00	USD 0.00	USD 5,400.00
300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 4,500.00	USD 0.00	USD 4,500.00
30	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 6,120.00	USD 0.00	USD 6,120.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.00	USD 2,500.00
35	80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD 180.00	USD 6,300.00	USD 6,300.00	USD 0.00
Year 1 Total Before Discounts:						USD 47,860.00
Year 1 Discount:						USD 25,920.00
Year 1 Net Amount Due:						USD 21,940.00

Free Spare Body Cameras

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Free Spare Body Cameras Total Before Discounts:						USD 0.00
Free Spare Body Cameras Net Amount Due:						USD 0.00

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
30	80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 5,400.00	USD 0.00	USD 5,400.00
300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 4,500.00	USD 0.00	USD 4,500.00
30	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 6,120.00	USD 0.00	USD 6,120.00
5	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,080.00	USD 0.00	USD 1,080.00
35	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
Year 2 Total Before Discounts:						USD 25,740.00
Year 2 Net Amount Due:						USD 25,740.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
30	80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 5,400.00	USD 0.00	USD 5,400.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 4,500.00	USD 0.00	USD 4,500.00
30	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 6,120.00	USD 0.00	USD 6,120.00
5	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,080.00	USD 0.00	USD 1,080.00
35	80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
Year 3 Total Before Discounts:						USD 25,740.00
Year 3 Net Amount Due:						USD 25,740.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
30	80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 5,400.00	USD 0.00	USD 5,400.00
300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 4,500.00	USD 0.00	USD 4,500.00
30	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 6,120.00	USD 0.00	USD 6,120.00
5	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,080.00	USD 0.00	USD 1,080.00
35	80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
Year 4 Total Before Discounts:						USD 25,740.00
Year 4 Net Amount Due:						USD 25,740.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
30	80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 5,400.00	USD 0.00	USD 5,400.00
300	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 2,340.00	USD 0.00	USD 2,340.00
150	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6,000	85035	EVIDENCE.COM STORAGE	USD 0.75	USD 4,500.00	USD 0.00	USD 4,500.00
30	85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	USD 204.00	USD 6,120.00	USD 0.00	USD 6,120.00
5	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 1,080.00	USD 0.00	USD 1,080.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD 180.00	USD 6,300.00	USD 0.00	USD 6,300.00
Year 5 Total Before Discounts:						USD 25,740.00
Year 5 Net Amount Due:						USD 25,740.00
Subtotal						USD 124,900.00
Estimated Shipping & Handling Cost						USD 12.96
Grand Total						USD 124,912.96

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Free body cameras, docking stations, and first year of RMS/CAD integrations if order is placed by 12/15/17.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (if needed):

Quote: Q-128154-6

Please sign and email to Chad Gappa at cgappa@axon.com or fax to (480) 696-7643

THANK YOU FOR YOUR BUSINESS!

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
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Attachment: Q-128154-20171117-1005 (6449 : Reso #17-95, Authorizing Agreement with Axon for Body Worn Cameras)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE:	December 5, 2017
DEPARTMENT:	Planning
FROM:	Kimberly Flom
SUBJECT:	Resolution #17-96, Authorizing Small Municipal and County Government Enterprise License Agreement (ELA) between the City of De Pere and Environmental Systems Research Institute, Inc. (ESRI)

We are seeking approval for the ESRI ELA agreement, as recently approved with the 2018 budgeting process.

The ELA will provide unlimited number of ESRI software seats to support City-wide GIS functions for Planning, Engineering and others. Additionally, the City will have the ability to expand its GIS service via online and mobile mapping for field crews while providing increased service to our residents.

This License agreement will eliminate our existing ESRI software maintenance costs. The agreement term is 3 years 2018-2020.

ATTACHMENTS:

- Reso17-96 (DOCX)
- Small Government ELA Quote Cover Letter - 20514829 (PDF)
- Exhibit A - ELA Agreement (PDF)

RESOLUTION #17-96

AUTHORIZING SMALL MUNICIPAL AND COUNTY GOVERNMENT
ENTERPRISE LICENSE AGREEMENT (ELA) BETWEEN THE CITY OF DE PERE
AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)

WHEREAS, the City utilizes software from ESRI for its GIS applications under a Master License Agreement; and

WHEREAS, the City wishes to expand its software seats and GIS service via online and mobile mapping for field crews; and

WHEREAS, ESRI has available and offers to provide personnel, equipment and services necessary; and

WHEREAS, the funding for this project has been approved as part of the 2018 Adopted Budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Small Municipal and County Government Enterprise License Agreement (ELA) Between the City of De Pere and Environmental Systems Research Institute, Inc. (ESRI) as is attached hereto as Exhibit A.

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 5th day of December, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso17-96 (6456 : Reso #17-96, Authorizing Small Municipal and County Government ELA with ESRI)



September 11, 2017

Mr. Bill Boyle
City of De Pere
335 S Broadway St
De Pere, WI 54115

Dear Bill,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-ELA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Joe Araiza

**Quotation # 20514829****Date:** September 11, 2017**Customer # 191567 Contract #**City of De Pere
GIS Dept
335 S Broadway St
De Pere, WI 54115ATTENTION: Bill Boyle
PHONE: (920) 339-4072
FAX:**Environmental Systems Research Institute, Inc.**
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3**To expedite your order, please attach a copy of
this quotation to your purchase order.**
Quote is valid from: 09/11/2017 To: 12/10/2017

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 1 of SGEA)	25,000.00	25,000.0
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 2 of SGEA)	25,000.00	25,000.0
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement (Year 3 of SGEA)	25,000.00	25,000.0
Item Total:				75,000.0
Subtotal:				75,000.0
Sales Tax:				0.0
Estimated Shipping & Handling(2 Day Delivery) :				0.0
Contract Pricing Adjust:				0.0
Total:				\$75,000.0

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joe Araiza**Email:** jaraiza@esri.com**Phone:** 312-609-0966 x5383

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

**Quotation # 20514829****Date:** September 11, 2017**Customer # 191567 Contract #**City of De Pere
GIS Dept
335 S Broadway St
De Pere, WI 54115ATTENTION: Bill Boyle
PHONE: (920) 339-4072
FAX:**Environmental Systems Research Institute, Inc.**
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3***To expedite your order, please attach a copy of
this quotation to your purchase order.***
Quote is valid from: 09/11/2017 To: 12/10/2017

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joe Araiza**Email:** jaraiza@esri.com**Phone:** 312-609-0966 x5383

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
(Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS
Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
50 Level 1 ArcGIS Online Named Users
50 Level 2 ArcGIS Online Named Users
10,000 ArcGIS Online Service Credits
50 Level 1 ArcGIS Enterprise Named Users
50 Level 2 ArcGIS Enterprise Named Users
2 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

** Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

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

MEETING DATE: December 5, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Resolution #17-97, Authorizing Extension of Agreement for Noxious Weed/Long Grass Cutting Between the City of De Pere and Lizer of Wisconsin, Inc.

ATTACHMENTS:

- Reso17-97 (DOCX)
- Extension of Agreement for Services-Lizer of Wisconsin, Inc.-11-29-17-151-002-12 (DOCX)
- Exhibit 1- Extension Agreement Lizer Landscape - Grass Cutting (PDF)
- Memo to CC for noxious weed cutting 2018 2019-Don Melichar (DOCX)

RESOLUTION #17-97

AUTHORIZING EXTENSION OF AGREEMENT FOR NOXIOUS WEED/LONG
GRASS CUTTING BETWEEN THE CITY OF DE PERE
AND LIZER OF WISCONSIN, INC.

WHEREAS, the City of De Pere and Lizer of Wisconsin, Inc. are parties to an Agreement for Noxious Weed/Long Grass Cutting Services, dated June 22, 2015; and

WHEREAS, the City and Lizer of Wisconsin, Inc. wish to extend said Agreement for an additional two-year period (through December 31, 2019), upon the terms and conditions of the Extension of Agreement for Services attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute such Extension of Agreement for Noxious Weed/Long Grass Cutting Services Between the City of De Pere and Lizer of Wisconsin, Inc., as is attached hereto.

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 5th day of December, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**EXTENSION OF AGREEMENT FOR NOXIOUS WEED/LONG GRASS
CUTTING SERVICES BETWEEN THE CITY OF DE PERE
AND LIZER OF WISCONSIN, INC.**

THIS EXTENSION is entered into this ____ day of _____, 2017, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Lizer of Wisconsin, Inc. ("Lizer").

WHEREAS, the City and Lizer are parties to an Agreement for Services dated June 22, 2015, ("the Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit 1; and

WHEREAS, the parties wish to enter into an Extension of the Agreement for an additional two (2) year period upon the terms and conditions set forth below.

NOW THEREFORE, upon the mutual promises and covenants contained herein, and upon such additional consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to extend the Agreement between them as follows:

1. The contract period of the Agreement is hereby extended by an additional two (2) years and shall expire December 31, 2019.
2. The per person hourly rate for the term of this Extension Agreement shall be \$60.00 per hour.
3. All other provisions of the Agreement shall remain in full force and effect unless specifically modified in this Extension.

Dated this ____ day of _____, 2017.

LIZER OF WISCONSIN, INC.
By: _____

Print Name: John Calewarts
Title: President

Print Name:
Title:

CITY OF DE PERE
By: _____

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

**AGREEMENT FOR NOXIOUS WEED/LONG GRASS CUTTING
SERVICES BETWEEN THE CITY OF DE PERE
AND LIZER OF WISCONSIN, INC.**

THIS AGREEMENT, made and entered into this 22nd day of Jun 8, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Lizer of Wisconsin, Inc., a Wisconsin corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need noxious weed/long grass cutting services upon private property when the owner thereof fails to comply with §74-10 De Pere Municipal Code; and

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

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit A) and Contractors Proposal thereto dated June 8, 2015 (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 Contractor 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 CONTRACTOR SERVICES

Contractor agrees to perform those services which are described in Exhibit A through 2016. City shall have the right to extend this Agreement through 2017 provided City provides notice to Contractor on or before December 31, 2016.

The Contractor acknowledges that Contractor records regarding the matters covered under this Agreement constitute Contractor records under Wis. Stats. §19.36(3) et seq. Contractor agrees to comply with Public Records requirements pertaining to those records and to respond to City's requests for records within 10 days when a request is made for its records.

III. CITY OBLIGATIONS

City agrees to give Contractor notice of need for weed/long grass cutting via e-mail to John Calewarts at: John@lizer.net. The City may also contact Contractor by phone in addition to the e-mail, however failure to call does not relieve Contractor from its obligation to timely respond to the notice of need for services.

IV. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall commence work after notice and proceed with all deliberate speed to meet the two (2) work day response time requirements of the City. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance for a period in excess of 24 hours additional, Contractor shall so inform the City in writing.

V. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation of \$55 per man hour for 2015 and \$58 per man hour for 2016, as identified in Exhibit B, to be paid on an as billed basis. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

VI. INSURANCE

A. The Contractor 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, with per occurrence limits of \$1,000,000, \$2,000,000 general aggregate and additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and endorsement 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 and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

VII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Contractor 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 Contractor or Contractor's officers, directors, partners, employees, in the performance and furnishing of Contractor's services under this Agreement.

VIII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

IX. 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 Contractor without the prior written consent of the other.

X. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor 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.

XI. 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.

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

XIII. 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 Contractor 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 Contractor 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 Contractor 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.

XIV. MEDIATION

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

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

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

XV. NOTICES

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

If to City:

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

If to Contractor:

Lizer of Wisconsin, Inc.
Attn: John Calewarts
2034 Bellevue St
Green Bay, WI 54311

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

LIZER OF WISCONSIN, INC.

CITY OF DE PERE, WISCONSIN

By: John Calewarts
Name: John Calewarts President

By: Michael J. Walsh
Name: Michael J. Walsh, Mayor

By: _____
Name: _____

By: Shana Defnet
Name: Shana L. Defnet, Clerk-Treasurer

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Lizer of Wisconsin, Inc.
Grass Cutting Agreement
Page 5 of 5



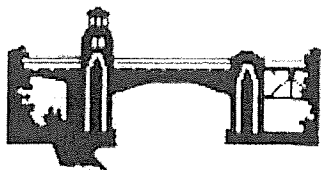
City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8362
Fax: 920-339-4071

Don Melichar
City Forester
dmelichar@mail.de-pere.org
www.de-pere.org

Service Agreement for Noxious Weed/Long Grass cutting for City of De Pere to include the following:

1. Cost of service will be on a per hour basis.
2. Contractor to respond to City request within two (2) working days of notice.
3. Services will include noxious weed/long grass cutting, line trimming and, when necessary, baling or collection of cut weeds/grass of property in violation.
4. Services will be conducted during the spring, summer and fall seasons.
5. City will contact contractor by email and/or phone to inform them of services needed.
6. Agreement term: 2015-2016 with City option to extend contract through 2017.
7. Price proposal: Please provide rates for 2015, 2016 & 2017.
8. Contractor shall maintain for the life of this Agreement comprehensive general liability insurance of not less than \$2,000,000; with additional umbrella liability insurance not less than \$4,000,000; automobile bodily injury and property damage liability not less than \$600,000; and statutory workers compensation and employers' liability insurance as required by the State of Wisconsin.
9. Contractor shall not subcontract any of the work agreed upon with the City.



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8362
Fax: 920-339-4071

Don Melichar
City Forester
dmelichar@mail.de-pere.org
www.de-pere.org

Service Agreement for Noxious Weed/Long Grass cutting for City of De Pere to include the following:

1. Cost of service will be on a per hour basis. *55.00 per hour*
2. Contractor to respond to City request within two (2) working days of notice.
3. Services will include noxious weed/long grass cutting, line trimming and, when necessary, baling or collection of cut weeds/grass of property in violation.
4. Services will be conducted during the spring, summer and fall seasons.
5. City will contact contractor by email and/or phone to inform them of services needed.
6. Agreement term: 2015-2016 with City option to extend contract through 2017.
7. Price proposal: Please provide rates for 2015, 2016 & 2017. *2015 - 55.00 2016 - 58.00 2017 - 60.00*
8. Contractor shall maintain for the life of this Agreement comprehensive general liability insurance of not less than \$1,000,000; with additional umbrella liability insurance not less than \$4,000,000; automobile bodily injury and property damage liability not less than \$600,000; and statutory workers compensation and employers' liability insurance as required by the State of Wisconsin.
9. Contractor shall not subcontract any of the work agreed upon with the City.

John Calvert 6-8-15

Exhibit B

LIZEOFW-01 MMAJESKIE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2015

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 The Brehmer Agency Inc. P.O. Box 498 12800 W. Silver Spring Drive Butler, WI 53007	CONTACT NAME: Mary Majeskie PHONE (A/C, No, Ext): (262) 781-3714 FAX (A/C, No): (262) 781-6049 E-MAIL ADDRESS: mary@brehmeragency.com																					
INSURED Lizer of Wisconsin Inc. Lizer Lawn Care 2034 Bellevue Street Green Bay, WI 54311	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Regent Insurance Company</td><td></td></tr> <tr> <td>INSURER B :</td><td>General Casualty of Wisconsin</td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Regent Insurance Company		INSURER B :	General Casualty of Wisconsin		INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CCX1014523	02/01/2015	02/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PESTICIDE HERBI \$ 100,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ Comp. Ded. \$100 ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ☒ Coll Ded. \$1,000			CBA1014520	02/01/2015	02/01/2016	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTIONS \$ 10,000			CCU1014521	02/01/2015	02/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CWC1014522	02/01/2015	02/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			CCX1014523	02/01/2015	02/01/2016	Hired Equipment 50,000

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

CERTIFICATE HOLDER

CANCELLATION

City of DePere Park, Recreation & Forestry Dept 925 S. Sixth Street De Pere, 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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Memorandum

To: Common Council

From: Don Melichar
De Pere Park Superintendent/City Forester

Re: Contracting weed cutting services for 2018-2019

Date: December 1, 2017

Issue: Extend contract of Lizer Lawn Care for cutting weeds on properties in violation of the City's Noxious Weed Ordinance.

Summary: From 2015 through 2017 the City has used Lizer Lawn Care to cut weeds and long grass at properties in violation of the City's Noxious Weed Ordinance. As they have performed the work in a professional manner and taken care of these properties on a timely basis, this department would like the Council's approval to extend their contract another two years.

Company	Fee/hour	Notes	
Lizer Lawn Care	\$60.00/hour – 2018 \$60.00/hour - 2019	¾ hour minimum. Insured.	

Staff Recommendation:

Approve a contract extension for Lizer Lawn Care for 2018 & 2019.

If you have any questions, please contact me at 339-8362.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 5, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #17-98, Authorizing Second Extension of Agreement for Cleaning Services (Pro One - Municipal Service Center)

In January of 2017, staff went out for bids on cleaning services for the MSC. At the time, we received four bids with three of them being substantially higher than our budgeted amount. The low bid was Pro One Janitorial, however we had been experiencing some issues with quality of work. We discussed the issues with Pro One and they agreed to change their staffing. While they brought in new staff, we agreed to contract with them for the balance of the year. We are happy to report the quality of work from Pro One has been very good and we would like to extend their agreement an additional two years.

ATTACHMENTS:

- Reso17-98 (DOCX)
- Second Extension of Cleaning Services Agreement-Pro One 11-29-17-106-001-02 (PDF)

RESOLUTION #17-98

AUTHORIZING SECOND EXTENSION OF AGREEMENT FOR CLEANING SERVICES
(Pro One – Municipal Service Center)

WHEREAS, the City and Pro One are parties to an Agreement for Cleaning Services dated March 28, 2014, which was extended pursuant to an Extension Agreement for Cleaning Services dated February 27, 2017; and

WHEREAS, the City and Pro One wish to extend said Agreement for an additional period to include the years 2018 and 2019 upon the terms and conditions of the Second Extension of Agreement for Cleaning Services attached hereto; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute such Second Extension of Agreement for Cleaning Services (Pro One - Municipal Service Center), as is attached hereto 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 5th day of December, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**SECOND EXTENSION OF AGREEMENT FOR CLEANING SERVICES
(Pro One – Municipal Service Center)**

THIS EXTENSION is entered into this ____ day of _____, 2017, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and Pro One Janitorial, Inc. (“Pro One”).

WHEREAS, the City and Pro One are parties to an Agreement for Cleaning Services dated March 28, 2014, which was extended pursuant to an Extension Agreement for Cleaning Services dated February 27, 2017, (“the Agreement”), the terms of which are incorporated herein by reference; and

WHEREAS, the parties wish to enter into a Second Extension of the Agreement through December 31, 2019, upon the terms and conditions set forth below.

NOW THEREFORE, upon the mutual promises and covenants contained herein, and upon such additional consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to extend the Agreement between them as follows:

1. The automatic renewal provisions of the Agreement remain terminated. The contract period of the Agreement is hereby extended to include the years 2018 and 2019 and shall expire December 31, 2019.
2. The monthly fee paid to Pro One for the term of this Second Extension Agreement shall be \$1,125.00 per month.
3. All other provisions of the Agreement shall remain in full force and effect unless specifically modified in this Extension.

Dated this ____ day of _____, 2017.

PRO ONE JANITORIAL, INC.

By: _____

Print Name:

Title:

Print Name:

Title:

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

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

MEETING DATE: December 5, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 12-5-17 VOUCHERS (PDF)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7583	ADVANCE AUTO PARTS							
	I-6339-248481	ADVANCE AUTO PARTS	R	12/05/2017		1.99CR	083826	
	I-6339-248500	ADVANCE AUTO PARTS	R	12/05/2017		66.44CR	083826	
	I-6339-248514	ADVANCE AUTO PARTS	R	12/05/2017		33.26CR	083826	101.69
0302	AIRGAS USA LLC							
	I-9948485021	AIRGAS USA LLC	R	12/05/2017		333.87CR	083827	
	I-9948485022	AIRGAS USA LLC	R	12/05/2017		140.64CR	083827	474.51
1781	ASPHALT SEAL & REPAIR INC							
	I-ASR-05834	ASPHALT SEAL & REPAIR INC	R	12/05/2017		1,800.00CR	083828	1,800.00
5604	AURORA BAYCARE MED CTR LLC							
	I-KY074	AURORA BAYCARE MED CTR LLC	R	12/05/2017		30.24CR	083829	30.24
0019	BADGER POPCORN & CONC SUPPLY INC							
	I-412799	BADGER POPCORN & CONC SUPPLY I	R	12/05/2017		155.40CR	083830	155.40
0020	BADGERLAND PRINTING INC							
	I-30515	BADGERLAND PRINTING INC	R	12/05/2017		18.00CR	083831	18.00
0027	BAY TOWEL INC							
	I-2500172	BAY TOWEL INC	R	12/05/2017		40.39CR	083832	
	I-2500173	BAY TOWEL INC	R	12/05/2017		90.50CR	083832	
	I-2504419	BAY TOWEL INC	R	12/05/2017		40.39CR	083832	
	I-2504420	BAY TOWEL INC	R	12/05/2017		90.88CR	083832	
	I-2504421	BAY TOWEL INC	R	12/05/2017		57.18CR	083832	
	I-2506906	BAY TOWEL INC	R	12/05/2017		77.52CR	083832	396.86
0028	BAY VERTE MACHINERY INC							
	I-317554-00	BAY VERTE MACHINERY INC	R	12/05/2017		240.98CR	083833	240.98
7067	BEST STUMP GRINDING LLC							
	I-20171113	BEST STUMP GRINDING LLC	R	12/05/2017		2,085.00CR	083834	2,085.00
6751	BRIDGEPORT MFG. INC.							
	I-8858-00	BRIDGEPORT MFG. INC.	R	12/05/2017		227.35CR	083835	227.35
0038	BROADWAY AUTOMOTIVE INC							
	I-396741P	BROADWAY AUTOMOTIVE INC	R	12/05/2017		370.00CR	083836	
	I-881055	BROADWAY AUTOMOTIVE INC	R	12/05/2017		246.54CR	083836	616.54

Attachment: 12-5-17 VOUCHERS (6472 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201711287707	BROWN COUNTY REGISTER OF DEEDS	R	12/05/2017		60.00CR	083837	60.00
0536	CDW GOVERNMENT INC							
	I-KQK5146	CDW GOVERNMENT INC	R	12/05/2017		110.00CR	083838	
	I-KRZ3181	CDW GOVERNMENT INC	R	12/05/2017		2,682.87CR	083838	2,792.87
2708	CLEANING SOLUTION SERVICES INC							
	I-15587	CLEANING SOLUTION SERVICES INC	R	12/05/2017		1,416.56CR	083839	1,416.56
7639	CORE & MAIN LP							
	I-I073511	CORE & MAIN LP	R	12/05/2017		350.00CR	083840	350.00
0061	CUMMINS NPOWER, LLC							
	I-802-90942	CUMMINS NPOWER, LLC	R	12/05/2017		180.90CR	083841	
	I-802-90943	CUMMINS NPOWER, LLC	R	12/05/2017		122.79CR	083841	303.69
0063	DAANEN & JANSSEN INC							
	I-168244	DAANEN & JANSSEN INC	R	12/05/2017		161.09CR	083842	161.09
0075	DIGGERS HOTLINE INC							
	I-171 0 36401	DIGGERS HOTLINE INC	R	12/05/2017		632.84CR	083843	632.84
3212	DIXON ENGINEERING INC							
	I-17-2971	DIXON ENGINEERING INC	R	12/05/2017		2,250.00CR	083844	2,250.00
7422	EXCEL UNDERGROUND LLC							
	I-5589	EXCEL UNDERGROUND LLC	R	12/05/2017		6,296.32CR	083845	6,296.32
0105	FOX SPECIALITY COMPANY							
	I-36953	FOX SPECIALITY COMPANY	R	12/05/2017		59.76CR	083846	59.76
0562	GALLS LLC							
	I-8688092	GALLS LLC	R	12/05/2017		189.94CR	083847	
	I-8728740	GALLS LLC	R	12/05/2017		226.89CR	083847	
	I-8776136	GALLS LLC	R	12/05/2017		66.06CR	083847	482.89
5830	GRAEF INC							
	I-95236	GRAEF INC	R	12/05/2017		5,172.65CR	083848	
	I-95295	GRAEF INC	R	12/05/2017		1,950.00CR	083848	
	I-95341	GRAEF INC	R	12/05/2017		935.00CR	083848	
	I-95342	GRAEF INC	R	12/05/2017		14,355.00CR	083848	22,412.65

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0116	GRAINGER INC							
	I-9608837531	GRAINGER INC	R	12/05/2017		114.84CR	083849	
	I-9608837549	GRAINGER INC	R	12/05/2017		164.59CR	083849	
	I-9608837564	GRAINGER INC	R	12/05/2017		137.92CR	083849	
	I-9608837572	GRAINGER INC	R	12/05/2017		89.22CR	083849	506.57
0124	GREEN BAY CITY TREASURER							
	I-111179	GREEN BAY CITY TREASURER	R	12/05/2017		192.41CR	083850	
	I-111180	GREEN BAY CITY TREASURER	R	12/05/2017		975.90CR	083850	
	I-111181	GREEN BAY CITY TREASURER	R	12/05/2017		284.81CR	083850	
	I-111182	GREEN BAY CITY TREASURER	R	12/05/2017		252.11CR	083850	1,705.23
4902	HALRON LUBRICANTS INC							
	C-962053-00	HALRON LUBRICANTS INC	R	12/05/2017		20.00	083851	
	I-961648-00	HALRON LUBRICANTS INC	R	12/05/2017		810.76CR	083851	790.76
5484	HYDROCORP INC							
	I-44915-IN	HYDROCORP INC	R	12/05/2017		217.00CR	083852	217.00
1399	INDOFF INC							
	C-3034271	INDOFF INC	R	12/05/2017		27.20	083853	
	I-3032970	INDOFF INC	R	12/05/2017		234.31CR	083853	
	I-3033067	INDOFF INC	R	12/05/2017		276.41CR	083853	483.52
7620	JT ENGINEERING INC							
	I-170047-05	JT ENGINEERING INC	R	12/05/2017		23,535.00CR	083854	23,535.00
1276	JX ENTERPRISES INC							
	I-1410042S	JX ENTERPRISES INC	R	12/05/2017		6,894.81CR	083855	
	I-1410404S	JX ENTERPRISES INC	R	12/05/2017		3,051.47CR	083855	
	I-1413301P	JX ENTERPRISES INC	R	12/05/2017		20.58CR	083855	
	I-1413302P	JX ENTERPRISES INC	R	12/05/2017		26.08CR	083855	
	I-1414891P	JX ENTERPRISES INC	R	12/05/2017		27.89CR	083855	
	I-1415079P	JX ENTERPRISES INC	R	12/05/2017		80.38CR	083855	
	I-1415435P	JX ENTERPRISES INC	R	12/05/2017		23.28CR	083855	
	I-1415664P	JX ENTERPRISES INC	R	12/05/2017		46.32CR	083855	
	I-1415892P	JX ENTERPRISES INC	R	12/05/2017		112.34CR	083855	
	I-1415921P	JX ENTERPRISES INC	R	12/05/2017		12.96CR	083855	
	I-1415947P	JX ENTERPRISES INC	R	12/05/2017		8.37CR	083855	
	I-1416076P	JX ENTERPRISES INC	R	12/05/2017		23.55CR	083855	
	I-1416299P	JX ENTERPRISES INC	R	12/05/2017		40.00CR	083855	
	I-1416539P	JX ENTERPRISES INC	R	12/05/2017		18.48CR	083855	10,386.51

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	12/05/2017			083856	**VOID**
4584	KRUCZEK CONST INC							
	I-17-02 (6) FINAL	KRUCZEK CONST INC	R	12/05/2017		27,519.57CR	083857	27,519.57
2044	LIGHTHOUSE TITLE - GREEN BAY TITLE							
	I-WGB17-11245715	LIGHTHOUSE TITLE - GREEN BAY T	R	12/05/2017		95.00CR	083858	
	I-WGB17-1125573	LIGHTHOUSE TITLE - GREEN BAY T	R	12/05/2017		95.00CR	083858	190.00
0173	MENARDS INC							
	I-18630	MENARDS INC	R	12/05/2017		60.51CR	083859	
	I-18652	MENARDS INC	R	12/05/2017		36.13CR	083859	96.64
1475	MUNICODE							
	I-299394	MUNICODE	R	12/05/2017		1,991.55CR	083860	1,991.55
7129	NELSON TACTICAL							
	I-2167	NELSON TACTICAL	R	12/05/2017		337.05CR	083861	337.05
5513	NEW COVENANT CONTRACTING							
	I-159	NEW COVENANT CONTRACTING	R	12/05/2017		3,600.00CR	083862	3,600.00
0531	NORTHEAST AUTO PARTS INC							
	I-326091	NORTHEAST AUTO PARTS INC	R	12/05/2017		11.49CR	083863	
	I-326268	NORTHEAST AUTO PARTS INC	R	12/05/2017		192.31CR	083863	203.80
7268	NORTHSTAR FUR & TRADING							
	I-99938	NORTHSTAR FUR & TRADING	R	12/05/2017		289.00CR	083864	289.00
7667	NOTT COMPANY							
	I-2957997-00	NOTT COMPANY	R	12/05/2017		1,456.67CR	083865	1,456.67
0197	PACKER CITY INTERNATIONAL INC							
	C-X101076810:01	PACKER CITY INTERNATIONAL	R	12/05/2017		29.25	083866	
	I-X101076810:01	PACKER CITY INTERNATIONAL INC	R	12/05/2017		112.38CR	083866	
	I-X101076895:01	PACKER CITY INTERNATIONAL INC	R	12/05/2017		35.98CR	083866	
	I-X101076964:01	PACKER CITY INTERNATIONAL INC	R	12/05/2017		166.90CR	083866	286.01
1331	PACKER FASTENER & SUPPLY INC							
	I-358112	PACKER FASTENER & SUPPLY INC	R	12/05/2017		4.79CR	083867	4.79
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-75484	PM SUPPLY - WRIGHT INDUSTRIAL	R	12/05/2017		361.62CR	083868	
	I-75580	PM SUPPLY - WRIGHT INDUSTRIAL	R	12/05/2017		19.92CR	083868	381.54

Attachment: 12-5-17 VOUCHERS (6472 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0208	POMP'S TIRE SERVICE INC							
	I-90044079	POMP'S TIRE SERVICE INC	R	12/05/2017		452.10CR	083869	
	I-90044293	POMP'S TIRE SERVICE INC	R	12/05/2017		111.95CR	083869	
	I-90044302	POMP'S TIRE SERVICE INC	R	12/05/2017		64.00CR	083869	628.05
1701	PRAXAIR DISTRIBUTION INC							
	I-79739530	PRAXAIR DISTRIBUTION INC	R	12/05/2017		106.39CR	083870	106.39
0395	PRO ONE JANITORIAL INC							
	I-128120	PRO ONE JANITORIAL INC	R	12/05/2017		1,125.00CR	083871	1,125.00
6380	ROCK OIL REFINING INC							
	I-265303	ROCK OIL REFINING INC	R	12/05/2017		46.50CR	083872	46.50
0242	SCOTT CONSTRUCTION INC							
	I-5645	SCOTT CONSTRUCTION INC	R	12/05/2017		726.20CR	083873	726.20
0406	SIMPLEXGRINNELL INC							
	I-84265619	SIMPLEXGRINNELL INC	R	12/05/2017		1,140.30CR	083874	1,140.30
4094	STATE BAR OF WISCONSIN							
	I-5032633	STATE BAR OF WISCONSIN	R	12/05/2017		156.23CR	083875	156.23
0272	UNIFORM SHOPPE INC							
	I-268895	UNIFORM SHOPPE INC	R	12/05/2017		32.95CR	083876	32.95
1643	UW EXTENSION CASHIER SERVICES							
	I-444746	UW EXTENSION CASHIER SERVICES	R	12/05/2017		995.00CR	083877	
	I-444746B	UW EXTENSION CASHIER SERVICES	R	12/05/2017		995.00CR	083877	1,990.00
7320	MIKE VANDENHEUVEL							
	I-700-27	MIKE VANDENHEUVEL	R	12/05/2017		160.00CR	083878	160.00
4364	MARC AND JENNIFER VONDERRUHR							
	I-201711297708	MARC AND JENNIFER VONDERRUHR	R	12/05/2017		102.00CR	083879	102.00
0294	WI DEPT OF TRANSPORTATION BBS							
	I-395-0000063696	WI DEPT OF TRANSPORTATION BBS	R	12/05/2017		1,052.90CR	083880	
	I-395-0000063783	WI DEPT OF TRANSPORTATION BBS	R	12/05/2017		1,249.98CR	083880	
	I-395-0000064073	WI DEPT OF TRANSPORTATION BBS	R	12/05/2017		77,064.49CR	083880	
	I-395-0000064075	WI DEPT OF TRANSPORTATION BBS	R	12/05/2017		1,018.07CR	083880	
	I-395-0000064077	WI DEPT OF TRANSPORTATION BBS	R	12/05/2017		25,811.02CR	083880	106,196.46

Attachment: 12-5-17 VOUCHERS (6472 : Voucher Approval.)

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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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* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	54	0.00	229,756.53	229,756.53
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:	55	0.00	229,756.53	229,756.53

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 12-5-17 VOUCHERS (6472 : Voucher Approval.)

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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	12/2017	50,548.83CR
201	12/2017	2,150.27CR
208	12/2017	67.15CR
210	12/2017	935.00CR
293	12/2017	23,535.00CR
405	12/2017	133,733.63CR
455	12/2017	1,950.00CR
601	12/2017	7,632.83CR
650	12/2017	9,203.82CR
=====		
ALL		229,756.53CR

Attachment: 12-5-17 VOUCHERS (6472 : Voucher Approval.)

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

MEETING DATE: December 5, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 12-5-17 (PDF)

CITY OF DE PERE
License Committee - December 5, 2017

Previously Tabled Operator License Applications	
1	UPTHEGROVE, DONNA L.

New Operator License Applications	
1	ALWARDT, SHELBY L.
2	CHARD, REILLY A.
3	EWERT, LUKE J.
4	HUEBNER, NORA G.
5	KEMPFERT, COLLIN M.
6	KUDIRKO, PAUL S.
7	MC GUIRE, BRIANNA M.
8	PRICHARD, ASHLEY M.
9	SAGE, JENNIFER E.