



Common Council

Regular Meeting

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

Agenda

Wednesday, January 2, 2019

4:00 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 **January 2, 2019 at 4:00 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.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the December 18, 2018 Common Council Meeting.
4. Public comment upon matters not on the agenda and other announcements.
5. Ordinance #19-01 Repealing and Recreating Section 30-2 De Pere Municipal Code Regarding Park Regulations(Ordinance Revisions to Allow Beer Gardens/Sale of Alcohol Beverages) (Second Reading of Ordinance #18-29).
6. Resolution #19-01 Authorizing Managed Services Agreement with American Conservation & Billing Solutions, Inc. (AquaHawk Alerting "Software-As-A-Service")
7. Voucher Approval.
8. Operator License Applications.
9. Review Decision in Lutheran Church et.al v. City of De Pere and Consider Options

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

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
10. Future Agenda Items.
11. 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

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 2, 2019

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the December 18, 2018 Common Council Meeting.

ATTACHMENTS:

- 12-18-2018 Common Council Minutes (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, December 18, 2018

7:30 PM

De Pere City Hall Council Chambers

1. Call to Order: The meeting was called to order at 7:30 PM by Mayor Walsh.

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 December 4, 2018 Common Council Meeting.

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

4. Public Hearing to levy special assessments for sanitary sewer, water main, storm sewer, and storm water management pond on Ryan Road from 430 feet south of Diversity Drive to Diversity Drive and on the west side of Ryan Road 800 feet north of Diversity Drive.

- a. Notice of Public Hearing.

Clerk-Treasurer Shana Ledvina announced that the public hearing was published in the Green Bay Press Gazette on December 7, 2018.

- b. Recommendation from the Board of Public Works.

City Engineer Eric Rakers stated the Board of Public Works recommended approval.

- c. Resolution #18-124 Final Resolution Authorizing Sanitary Sewer, Water System and Storm Water Management System Improvements and Levying Special Assessments Against Benefitted Property (Ryan Road from 800 Feet North of Diversity Drive to 430 Feet South of Diversity Drive).

Mayor Walsh declared the public hearing open; no one wished to speak and he declared the public hearing closed and entertained a motion.

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

5. Public Hearing on the Rezoning of Parcels WD-L482, WD-L483 and WD-L484.

a. Notice of Public Hearing.

Clerk-Treasurer Shana Ledvina announced that the public hearing was published in the Green Bay Press Gazette on December 3 and 10, 2018.

b. Recommendation from the Plan Commission.

Development Services Director Kim Flom stated that the Plan Commission unanimously recommended approval of the rezoning. She then reviewed the rezoning and explained that most concerns were with the R3 zoning.

c. Ordinance #18-28 Rezoning Certain Property (Parts of Parcels WD-L482, WD-L483 and WD-L484).

Mayor Walsh declared the public hearing open; no one wished to speak and he declared the public hearing closed and entertained a motion.

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

6. Public Hearing on a Conditional Use Permit for Parcels WD-D0208, WD-D0210 and part of the Renkens Court ROW at 1218 Grant Street and 1216 Renkens Court to allow a combination motor vehicle service station and grocery store on the property.

a. Notice of Public Hearing.

Clerk-Treasurer Shana Ledvina announced that the public hearing was published in the Green Bay Press Gazette on December 3 and 10, 2018.

b. Recommendation from the Plan Commission.

Development Services Director Kim Flom stated that the Plan Commission unanimously recommended approval of the Conditional Use Permit. She explained that the site plan and landscaping involve more detail on the resolution before the Council.

c. Resolution #18-125 Authorizing a Conditional Use Permit (Parcels WD-D0208 and WD-D0209).

Mayor Walsh declared the public hearing open; no one wished to speak and he declared the public hearing closed and entertained a motion.

Alderperson Hansen moved, seconded by Alderperson Jennings to approve the resolution with the revised staff recommendations. Discussion followed. Upon vote, motion carried unanimously.

7. Public comment upon matters not on the agenda and other announcements.

Mayor Walsh wished everyone a Merry Christmas and a Happy New Year to the Council, City employees, and citizens and wished safe travels to everyone. Alderperson Nelson announced the next Mental Health Outreach session on January 30, 6:30 p.m. at the Community Center. He explained that the new series will focus on addiction with the first month featuring alcohol addiction.

Alderperson Carpenter thanked the donors for the donations received by the City over the year; those donations totaled over \$130,000.

8. Recommendation from the License Committee on an Application for a Premises Description Change for El Maya Mexican Restaurant Inc.

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

9. Recommendation from the Plan Commission to approve a Proposed Two Lot & One Outlot Certified Survey Map at 825 East River Drive (Parcel ED-1128-E-1-3). Submitted by Michael D. Vande Hei, PLS, authorized representative for CP Legacy LLC & Harold Macco Trust #2, property owner.

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

10. Recommendation from the Board of Public Works to Approve the Definitely De Pere Streetscape Projects

Mayor Walsh explained that this is a City project, but Definitely De Pere took the lead on the planning. Alderperson Raasch moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously. Tina Quigley, Director of Definitely De Pere, came forward to explain the goals of the project and reviewed some of the costs with the Council. Discussion followed regarding the public art initiative. Alderperson Raasch moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously. Alderperson Boyd requested that the presentation from the Board of Public Works meeting on this item be available on the homepage of the City website.

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

11. Consider Community Service Grant Application.

Mayor Walsh announced that there is only \$460 available because we gave two grants in June for \$740. The grant was approved for \$460. Alderperson Jennings thanked the Master Gardeners for their work on this project.

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

12. Ordinance #18-29 Repealing and Recreating Section 30-2 De Pere Municipal Code Regarding Park Regulations.

Alderperson Hansen moved to amend the ordinance in section i(2) to add the Celebrate De Pere event. The motion failed with lack of a second. Discussion followed regarding current regulations on alcohol in the parks and the RFP process for private contractors. Alderperson Carpenter explained that he is not in favor of this as he feels it contradicts other efforts to minimize alcohol consumption in the City.

RESULT:	SECOND READING REQUIRED [7 TO 1]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch
NAYS:	Dan Carpenter

13. Resolution #18-126 Regarding the Vacation of a Public Thoroughfare (Renkens Court Adjacent to Parcels WD-D0207, WD-D0208, WD-D0209 and WD-D0210). (Refer to public hearing).

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

14. Resolution #18-127 Authorizing Agreement Between the City of De Pere and Irwin School Development, LLC for the Redevelopment of the Former Irwin School Property (428 North Superior Street; Parcel ED-477).

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

15. Resolution #18-128 Authorizing Second Amendment to Agreement Between the City of De Pere and GRAEF-USA, Inc. (James Street Streetscape Design Services).

City Administrator Larry Delo explained that City staff could not add this project to its workload and due to the project being delayed already, they are working with Graef to get it finished.

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

16. Resolution #18-129 Revising Sewer Service Rates (December 2018).

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

17. Resolution #18-130 Authorizing Release of Storm Sewer-Drainage Easement (Parcels ED-2309 and ED-2310; Millennium Court)

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

18. Resolution #18-131 Authorizing Issuance of a Promissory Note for Temporary Borrowing of \$570,000 for Public Purposes.

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

19. Resolution #18-132 Amending Resolution #18-111 (Adoption of Tax Levy for City Purposes to Support the 2019 City Budget by Re-apportioning \$900,000 Budgeted for Improving and Transforming the City Pools to the Debt Service Fund Rather than the Capital Projects Fund.

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

20. Voucher Approval.

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

21. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Hansen to deny Previously Tabled Operator License Application #1 due to the circumstances of the applicant's 2016 OWI conviction that is substantially related to the licensed activity and that the applicant has not appeared at the License Committee Meetings despite two requests. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Carpenter to table Previously Tabled Operator License Application #2. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to table Operator License Applications #9 and 10. Upon vote, motion carried unanimously. Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Operator License Applications #1-8 and 11. Upon vote, motion carried unanimously.

22. Future Agenda Items.

Aldersperson Boyd requested that the staff arrange a meeting with area legislators to discuss the tax bill shift experienced by residential property owners due to the dark store loophole.

23. Adjournment.

Aldersperson Lueck moved, seconded by Aldersperson Hansen to adjourn the meeting at 8:26 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: January 2, 2019

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #19-01 Repealing and Recreating Section 30-2 De Pere Municipal Code Regarding Park Regulations(Ordinance Revisions to Allow Beer Gardens/Sale of Alcohol Beverages) (Second Reading of Ordinance #18-29).

The Board of Park Commissioners, at the October 18, 2018 meeting, approved changing ordinances to allow for beer gardens and moved to send it to Common Council for approval. The motion passed with a 4-1 vote, with Bill Volpano voting no.

While investigating the possibility of hosting/offering a Beer Garden at our parks, we determined the various steps to take so that a Beer Garden can occur legally. I have outlined the details of two ordinance changes we need to make so that we can legally offer Beer Gardens either by our staff or by contracted entity.

ATTACHMENTS:

- Ord19-01 (DOCX)
- 30-2 dpmc beer garden changes-redlined 2x 12-2018 (DOCX)
- Beer Garden Summary (DOCX)

ORDINANCE #19-01

REPEALING AND RECREATING SECTION 30-2 DE PERE MUNICIPAL CODE
REGARDING PARK REGULATIONS

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

Section 1: Section 30-2. – *Park Regulations.*, is hereby repealed and recreated as

follows:

Sec. 30-2. – Park Regulations.

(a) *Definitions.* In this Section, the following words or phrases shall have the meaning set forth below:

(1) “Alcohol beverage or beverages” means fermented malt beverages and intoxicating liquor all as provided for and defined in Chapter 125, Wisconsin Statutes.

(2) “Board” means the Board of Park Commissioners.

(3) “Director” means the Director of Parks, Recreation and Forestry.

(b) *Use of parks.* No person shall enter or use any public park of the city except as permitted under this chapter and under the rules and regulations of the Board.

(c) *Injury to plants.* No person shall pluck or cause injury to any flowers, plants, shrubs, grass or trees growing in any of the public parks except city employees in the performance of their official duties.

(d) *Care of birds and animals.* No person shall misuse or mistreat any bird or fowl or animal or injure or remove any nests of any bird or animal in the parks, parkways or boulevards of the city.

(e) *Dogs, cats and other animals.* Except as provided below, no owner or keeper of any dog, cat or other animal shall permit such animal to enter or remain in any park in the city whether the animal is leashed or unleashed.

(1) This section shall not apply to animals used by law enforcement agencies while performing law enforcement functions.

(2) The Board may make exceptions to this prohibition on a temporary or permanent basis. Should the Board make such exception, it shall be upon such terms and conditions as set by the Board. Signs shall be erected at accessible points at city parks where such animals may be permitted informing the general public of the same.

(3) The Director is hereby authorized to permit dogs to be used in any city park for the elimination of nuisance animals, provided the following minimum guidelines are met:

a. The dog(s) for which permission is sought is presented with proof of current vaccination status and such dog(s) is licensed in the city in accordance with Chapter 86 of this Code and Wis. Stats. § 174.07, and;

b. The dog is easily identifiable as being engaged in "nuisance animal elimination".

c. The dog(s) owner shall have voice command control over such dog(s).

d. The permission granted may be revoked by the Director for any reason. The decision of the Director is final.

e. The Director may establish additional requirements not in conflict with this section.

(4) The Board may designate any city park or area within a city park as a dog park. Persons using such dog park shall do so upon such rules and regulations as are adopted by the Board, which shall be available to the public at the office of the Director and upon the city's official website.

(f) *Injury to property.* No person shall injure, deface, destroy, steal, take or carry away any of the equipment used in or upon any park of the city.

(g) *Disorderly conduct.* No persons shall appear in any park or in or on the Fox River in the state of nudity or in any indecent dress. No person shall make any indecent exposure of his or her person or be guilty of any indecent or obscene act, language, written or spoken, or other disorderly conduct. No person shall enter or be present in any park or in or on the Fox River while intoxicated.

(h) *Sale of Alcohol Beverages.*

(1) Pursuant to Wis. Stats. §125.06(6), fermented malt beverages may be sold by City officers or employees in any city park under such terms and conditions as authorized by the Board.

(2) Other than as provided above, alcohol beverages may be sold only pursuant to a private vendor permit granted under paragraph (j) of this section.

(i) *Carry-in of Alcohol Beverages.*

(1) Subject to restrictions adopted by the Board, beer/wine may be brought to and consumed in public parks.

(2) Notwithstanding the foregoing, no person shall bring or in any way carry-in any alcohol beverages onto the fairgrounds during the annual county fair.

(3) No person shall possess intoxicating liquor (excluding wine) in any park without first obtaining official permit therefor from the Director. This subsection shall not apply to the sale and possession of intoxicating liquor (excluding wine) vended pursuant to a private vendor permit issued under this section, provided the sale and possession of such intoxicating liquor takes place within the time and location parameters of the permit.

(4) The Director may order an individual or groups of individuals to discontinue consuming alcohol beverages in any public park and to remove such alcohol beverages from the public parks if the Director has reason to believe that the presence and consumption of beer/wine in the public park is detrimental to the purposes of the public park.

(j) *Private vendor permits.*

(1) *Intent and purpose.* It is hereby declared to be the policy of the City and the 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.* The Board may issue a request for proposals (“RFP”) for the vending of goods or services in city park(s). Additionally, any person wishing to vend goods or services in any city park shall submit an application for a vending permit to the Director on or before December 1 for the following year. All proposals 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 unless the proposal is in response to the RFP issued by the Board.

b. *Number of permits to be allowed.* No more than three private vending permits per day shall be granted by the Board for any city park.

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.* Unless otherwise expressly provided in a permit issued by the Board pursuant to an RFP issued by the Board, the following regulations shall apply to private vendor permits:

a. *Annual permit.* The fee for an annual permit shall be as defined in the permit 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 authorized in writing, 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.

(k) *Nuisances.* No person shall commit any nuisance upon any portion of any park.

(l) *Refuse.* No person shall pile, deposit or place any rubbish or scatter boxes or other refuse or debris in any park. Persons using the park shall deposit all refuse in the containers provided therefor.

(m) *Park closed; entry prohibited.*

(1) Except as provided herein, all parks within the city shall be closed to the public between the hours of 11:00 p.m. and 6:00 a.m. and no person shall enter or remain upon any park property during these hours. The hours the park is closed to the public also prohibits causing or allowing the docking of any watercraft upon any city-owned boat landing except as specifically permitted by [section 30-4](#).

(2) *Exceptions.*

a. Voyager Park shall be closed to the public between the hours of 11:00 p.m. and 4:00 a.m.

b. The hours of operation of the county fairgrounds shall be governed by [section 30-3\(5\)](#).

c. Dog parks shall be closed between the hours of sunset and 7:00 a.m.

d. The Director or designee authorized in writing, may, in writing and upon request, extend the hours of operation at the community center to 1:00 a.m.

(3) The Director or designee authorized in writing, may, in conjunction with the issuance of a permit under [section 30-6](#) of this chapter:

a. Approve a request by permittee to charge a fee for the parking of vehicles at the event provided that:

(i) The city receives 50 percent of the net parking revenue not to exceed \$2.00/vehicle;

(ii) The permittee provides the Director with a written parking plan and schematic for review and approval at least 30 days prior to the event.

b. Approve a request by a permittee hosting a multiple, consecutive day event, to remain in the park during closed hours, including overnight, for purposes of security. In granting such permission, the Director may impose conditions that are including, but not limited to, the following:

(i) Ingress and egress to area of overnight use shall be allowed at all times;

(ii) No campfires, open flame, lit-charcoal or other outside burning shall be allowed;

(iii) The area of overnight use shall be kept neat and orderly with covered trash receptacles provided and maintained by permittee;

(iv) No outside display or storage of laundry is permitted;

(v) No tents will be permitted;

(vi) All gray and black water shall be disposed of at a permitted facility.

(n) *Feeding of birds or fowl.*

(1) The feeding of birds or fowl in city parks as to create a public nuisance is hereby prohibited.

(2) If the health commissioner, or designee authorized in writing, determines that there exists upon any city park property a public health nuisance caused, in full or in part, by the feeding of birds or fowl, the health commissioner may report such finding to the Board.

(3) The Board may, upon receiving such report, cause such area affected to be posted with a notice that such feeding of birds or fowl is prohibited.

(4) Any person violating such posted notice may be proceeded against under [chapter 78](#) of this Code prohibiting public nuisances.

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

Section 3. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 2nd day of January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 10/18/18

Publication Date: _____

Effective Date: _____

Sec. 30-2. - Park regulations.

(a) *Definitions.* In this Section, the following words or phrases shall have the meaning set forth below:

(1) Alcohol beverage or beverages means fermented malt beverages and intoxicating liquor all as provided for and defined in Chapter 125, Wisconsin Statutes.

(2) "Board" means the Board of Park Commissioners.

(3) "Director" means the Director of Parks, Recreation and Forestry.

(ab) *Use of parks.* No person shall enter or use any public park of the city except as permitted under this chapter and under the rules and regulations of the Board.

~~(1) No person shall enter or use any public park of the city except as permitted under this chapter and under the rules and regulations of the board of park commissioners.~~

(bc) *Injury to plants.* No person shall pluck or cause injury to any flowers, plants, shrubs, grass or trees growing in any of the public parks except city employees ~~of the board of park commissioners~~ in the performance of their official duties.

(ed) *Care of birds and animals.* No person shall misuse or mistreat any bird or fowl or animal or injure or remove any nests of any bird or animal in the parks, parkways or boulevards of the city.

(de) *Dogs, cats and other animals.* Except as provided below, no owner or keeper of any dog, cat or other animal shall permit such animal to enter or remain in any park in the city whether the animal is leashed or unleashed.

(1) This section shall not apply to animals used by law enforcement agencies while performing law enforcement functions.

(2) The ~~bB~~Board of park commissioners may make exceptions to this prohibition on a temporary or permanent basis. Should the ~~bB~~Board of park commissioners make such exception, it shall be upon such terms and conditions as set by the ~~bB~~Board of park commissioners. Signs shall be erected at accessible points at city parks where such animals may be permitted informing the general public of the same.

(3) The ~~dD~~Director of parks, recreation and forestry (director) is hereby authorized to permit dogs to be ~~used~~ in any city park for the elimination of nuisance animals, provided the following minimum guidelines are met:

- a. The dog(s) for which permission is sought is presented with proof of current vaccination status and such dog(s) is licensed in the city in accordance with Chapter 86 of this Code and Wis. Stats. § 174.07, and;
- b. The dog is easily identifiable as being engaged in "nuisance animal elimination".
- c. The dog(s) owner shall have voice command control over such dog(s).
- d. The permission granted may be revoked by the director for any reason. The decision of the ~~dD~~Director is final.

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e. The ~~d~~Director may establish additional requirements not in conflict with this section.

(4) The ~~b~~Board of ~~park commissioners~~ may designate any city park or area within a city park as a ~~dog~~ park. Persons using such dog park shall do so upon such rules and regulations as are ~~adopted by the b~~Board of ~~park commissioners~~, which shall be available to the public at the office of the ~~d~~Director ~~of parks, recreation and forestry~~ and upon the city's official website.

(~~e~~) *Injury to property.* No person shall injure, deface, destroy, steal, take or carry away any of the equipment used in or upon any park of the city.

(~~f~~) *Disorderly conduct.* No persons shall appear in any park or in or on the Fox River in the state of nudity or in any indecent dress. No person shall make any indecent exposure of his or her person or be guilty of any indecent or obscene act, language, written or spoken, or other disorderly conduct. No person shall enter or be present in any park or in or on the Fox River while intoxicated.

(~~g~~) *Beer/wine/Sale of Alcohol Beverages.*

(1) Pursuant to Wis. Stats. §125.06(6), fermented malt beverages may be sold by City officers or employees in any city park under such terms and conditions as authorized by the Board.

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(2) Other than as provided above, alcohol beverages may be sold only pursuant to a private vendor permit granted under paragraph (j) of this section.

(i) *Carry-in of Alcohol Beverages.*

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(1) Subject to restrictions adopted by the Board, ~~B~~beer/wine may be brought to and consumed in public parks, ~~but the board of park commissioners may restrict parks and areas of parks and set forth times when beer/wine cannot be brought to and consumed in the public parks.~~

(2) Notwithstanding the foregoing, subsections (g) and (h) of this section, no person shall bring or in any way carry-in any alcohol beverages fermented malt beverage or intoxicating liquor, as defined by the state statutes, onto the fairgrounds during the annual county fair.

(3) No person shall possess intoxicating liquor (excluding wine) in any park without first obtaining official permit therefor from the Director. This subsection shall not apply to the sale and possession of intoxicating liquor (excluding wine) vended pursuant to a private vendor permit issued under this section, provided the sale and possession of such intoxicating liquor takes place within the time and location parameters of the permit.

(4) The ~~d~~Director ~~of parks and recreation~~ may order an individual or groups of individuals to discontinue consuming alcohol beverages beer/wine in ~~the public~~any public park and to remove such alcohol beverages beer/wine from the public parks ~~if the Director he or she has good has~~ reason to believe that the presence and consumption of beer/wine in the public park is detrimental to the purposes of the public park.

(~~h~~) *Liquor.* ~~No person shall have in his or her possession any intoxicating liquor in any park without first obtaining official permit from the director of parks and recreation.~~

(~~i~~) *Private vendor permits.*

(1) *Intent and purpose.* It is hereby declared to be the policy of the City ~~of De Pere~~ and ~~its the~~ ~~b~~Board of ~~park commissioners~~ ("~~board~~") to enhance the use and enjoyment of ~~city park~~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.* The Board may issue a request for proposals ("RFP") for the vending of goods or services in city park(s). Additionally, Any person wishing to vend goods or services in any city park shall submit an application for a vending permit to the dDirector 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 All proposals 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 unless the proposal is in response to the RFP issued by the Board.

b. *Number of permits to be allowed.* No more than three private vending permits per day shall be granted by the bBoard for any city park.

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

(3) *Regulations.* Unless otherwise expressly provided in a permit issued by the Board pursuant to an RFP issued by the Board, the following regulations shall apply to private vendor permits:

a. *Annual permit.* The fee for an annual permit shall be as defined in the permit 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 bBoard. Such permit shall be issued by the dDirector 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 ~~d~~Director, or designee authorized in writing, 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.

(~~j~~k) *Nuisances.* No person shall commit any nuisance upon any portion of any park.

(~~k~~l) *Refuse.* No person shall pile, deposit or place any rubbish or scatter boxes or other refuse or debris in any park. Persons using the park shall deposit all refuse in the containers provided therefor.

(~~l~~m) *Park closed; entry prohibited.*

(1) Except as provided herein, all parks within the city shall be closed to the public between the hours of 11:00 p.m. and 6:00 a.m. and no person shall enter or remain upon any park property during these hours. The hours the park is closed to the public also prohibits causing or allowing the docking of any watercraft upon any city-owned boat landing except as specifically permitted by [section 30-4](#).

(2) *Exceptions.*

a. Voyager Park shall be closed to the public between the hours of 11:00 p.m. and 4:00 a.m.

b. The hours of operation of the county fairgrounds shall be governed by [section 30-3\(5\)](#).

c. Dog parks shall be closed between the hours of sunset and 7:00 a.m.

d. The ~~d~~Director ~~of parks, recreation and forestry~~, or designee authorized in writing, may, in writing and upon request, extend the hours of operation at the community center to 1:00 a.m.

(3) The ~~d~~Director ~~of parks, recreation and forestry~~, or designee authorized in writing ("~~director~~"), may, in conjunction with the issuance of a permit under [section 30-6](#) of this chapter:

a. Approve a request by permittee to charge a fee for the parking of vehicles at the event provided that:

(i) The city receives 50 percent of the net parking revenue not to exceed \$2.00/vehicle;

(ii) The permittee provides the ~~d~~Director with a written parking plan and schematic for review and approval at least 30 days prior to the event.

b. Approve a request by a permittee hosting a multiple, consecutive day event, to remain in the park during closed hours, including overnight, for purposes of security. In granting such permission, the ~~d~~Director may impose conditions that are including, but not limited to, the following:

(i) Ingress and egress to area of overnight use shall be allowed at all times;

(ii) No campfires, open flame, lit-charcoal or other outside burning shall be allowed;

(iii) The area of overnight use shall be kept neat and orderly with covered trash receptacles provided and maintained by permittee;

(iv) No outside display or storage of laundry is permitted;

(v) No tents will be permitted;

(vi) All gray and black water shall be disposed of at a permitted facility.

~~(m) Carry in beer and liquor at fairgrounds prohibited during fair. Notwithstanding subsections (g) and (h) of this section, no person shall bring or in any way carry in any fermented malt beverage or intoxicating liquor, as defined by the state statutes, onto the fairgrounds during the annual county fair.~~

(n) *Feeding of birds or fowl.*

(1) The feeding of birds or fowl in city parks as to create a public nuisance is hereby prohibited.

(2) If the health commissioner, or ~~his or her~~ designee authorized in writing, determines that there exists upon any city park property a public health nuisance caused, in full or in part, by the feeding of birds or fowl, the health commissioner may report such finding to the ~~b~~Board ~~of park commissioners~~.

(3) The ~~b~~Board ~~of park commissioners may~~ may, upon receiving such report, cause such area affected to be posted with a notice that such feeding of birds or fowl is prohibited.

(4) Any person violating such posted notice may be proceeded against under chapter 78 of this Code prohibiting public nuisances.

Beer Garden Summary

The following information includes the various steps we need to pursue in offering and/or hosting a Beer Garden in De Pere.

Beer Garden ran by the City of De Pere

- City will need to pass ordinance allowing City employees to sell beer.
- City does not need a permit to sell beer.
- There is currently a process in place to allow for Food Trucks in our parks.
- Recommended the City requires whoever is selling beer has a “bartenders license”, and offer to pay for license.

Beer Garden ran by a contracted service

- Would need to change ordinance to allow for selling of beer by a private vendor. Currently, we do not allow a private service to sell beer in the parks.
- Contracted service would need to obtain beer permit.
- Nothing needs to be done to allow Food Trucks into the event. Food Trucks would need to follow the vendor permit process we have in place.
- Recommended to go out for Request for Proposals to vendors/contractors for running of the Beer Garden.

Beer Garden ran by not for profit group

- They would be treated similar to a contracted service.
 - o Need to change ordinance to allow for selling of beer in our parks. (While a not for profit would be able to accomplish selling beer through a picnic license and special event process, there are limitations with this process.)
 - o Not for Profit would need to obtain beer license.
 - o If we would pursue this route, it would be recommended to discuss the concept with our various not for profits and see who is interested. If more than one is interested, we would need to obtain proposals from them.

Staff Recommendation:

Pass ordinance allowing for City staff to sell beer. Pass ordinance allowing the private selling of beer within our parks under the umbrella of a Beer Garden special event type activity.

Next Steps:

Staff is investigating budgets/costs of running a Beer Garden. Staff would likely bring a proposal to the Park Board in November to implement a pilot program for 2019 which would be ran/led by City Staff.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 2, 2019

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #19-01 Authorizing Managed Services Agreement with American Conservation & Billing Solutions, Inc. (AquaHawk Alerting “Software-As-A-Service”)

The Board of Public Works, at the December 10, 2018 meeting, approved purchasing the AquaHawk water meter software and moved to send it to Common Council for approval. The above motion passed unanimously with a 5-0 vote.

In 2013, as part of a joint collaboration with Appleton, Grand Chute, Allouez, Bellevue, and Howard, the City entered into an agreement to joint purchase Sensus water meters. In 2014, the City started replacing the existing water meters with the new Sensus meters. Staff has replaced approximately 10,000 meters over the past four (4) years. Currently, we have less than five (5) water meters to install.

In addition, as part of joint collaboration with Appleton, Grand Chute, Allouez, Bellevue, and Howard, the City has been given the opportunity to purchase Aquahawk water meter software at a discounted price because of the volume of meters with the above five (5) communities. (See attached email) AquaHawk will provide the City and their customers on line access to consumption, leak notifications, and much more. (See attached slides) This software will enhance customer service and operational efficiencies. An example of improvement in operational efficiencies it currently takes approximately fifteen (15) minutes per meter alarm to determine what the issue (such as a water leak) and what customer has an issue with their meter. AquaHawk will notify immediately the problem and the address. In the case of the water leak, if the customer has their contact information in the system, it will call to let them know they have a water leak on their property so that they can investigate right away resulting in savings from water loss.

Staff is recommending purchasing the AquaHawk water meter software as outlined in the proposal (See attached proposal). Sufficient funding was budgeted for in the 2018 water utility budget. (See attached CIP worksheet)

ATTACHMENTS:

- Reso19-01 (DOCX)
- Exhibit 1 -SaaS_Agreement_City of De Pere_WI_AquaHawk_181211 (PDF)
- AquaHawk email (PDF)
- Aquahawk slides rotated (PDF)
- Proposal City of De Pere WI AquaHawk 12-3-18 (PDF)
- 2018 Water Distribution Management - Meter Software (PDF)

RESOLUTION #19-01

AUTHORIZING MANAGED SERVICES AGREEMENT WITH AMERICAN
CONSERVATION & BILLING SOLUTIONS, INC.
(AquaHawk Alerting “Software-As-A-Service”)

WHEREAS, the City utilizes Sensus “smart” water meters, which have the capability of providing on-line access to water meter data; and

WHEREAS, American Conservation & Billing Solutions Inc. (AmCoBi) is the provider of AquaHawk alerting software, which provides on-line access to consumption data, leak notifications and more, enhancing customer service and operational efficiencies; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to enter into the AquaHawk Alerting “Software-As-A-Service” Agreement which is attached hereto as Exhibit 1, subject to such changes 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 2nd day of January, 2019.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____



AQUAHAWK ALERTING "SOFTWARE-AS-A-SERVICE" MANAGED SERVICES AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of _____ ("Effective Date"), by and between **City of De Pere** located at: 335 S. Broadway, De Pere, WI 54115 ("Customer"), and **American Conservation & Billing Solutions, Inc. (AmCoBi)** located at: P.O. Box 51356, Colorado Springs, CO, 80949 ("Service Provider").

RECITALS

WHEREAS, Customer requires hosted third-party "software-as-a-service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, based on Service Provider's knowledge and experience relating to such Services, Customer has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Customer's data ("Customer Data," as further described herein) are critical to the operation of Customer's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. The Services.

- 1.1 Purpose; Term. This Agreement sets forth the terms and conditions under which Service Provider agrees to license certain hosted "software-as-a-service" and provide all other services, data import / export, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for Customer's productive use of such software (the "Services"), as further set forth on Exhibit A (sequentially numbered) attached hereto. The Agreement and each Exhibit A shall remain in effect unless terminated as provided herein.
 - 1.1.1 Authorized Users. Unless otherwise limited on an Exhibit A, Customer and any of its employees, agents, contractors, or suppliers of services that have a need to use the Services for the benefit of Customer shall have the right to operate and use the same. As a part of the Service, Service Provider shall be responsible for all user identification and password change management.
- 1.2 Control of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of Customer.
- 1.3 Time of Service Provider Performance of Services. For the term of the applicable Exhibit A, as the same may be amended, Service Provider shall provide the Services during the applicable Service Windows and in accordance with the applicable Service Levels, each as described in an Exhibit A, time being of the essence.
- 1.4 Backup and Recovery of Customer Data. As a part of the Services, Service Provider is responsible for maintaining a backup of Customer Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit A, Service Provider shall maintain a contemporaneous backup of Customer Data that can be recovered within forty eight (48) hours at any point in time. Additionally, Service Provider shall store a backup of Customer Data in an off-site "hardened" facility no less than weekly, maintaining the security of Customer Data, the security requirements of which are further described herein.
- 1.5 Non-exclusivity. Nothing herein shall be deemed to preclude Customer from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Service Provider hereunder.



- 1.6 Change Control Procedure. Customer may, upon written notice, request increases or decreases to the scope of the Services under an Exhibit A. If Customer requests an increase in the scope, Customer shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Service Provider shall notify Customer whether or not the change has an associated cost impact. If Customer approves, Customer shall issue a change control, which will be executed by the Service Provider. Customer shall have the right to decrease the scope of services and the fee for an Exhibit A will be reduced accordingly.

2. Term and Termination.

- 2.1 Term. Unless this Agreement or an Exhibit A is terminated earlier in accordance with the terms set forth in this Section, the term of an Exhibit A (the "Initial Term") shall commence on the Effective Date and continue for twelve (12) months thereafter. Following the Initial Term, an Exhibit A shall renew with a 30 day notice for an additional one-year term. (each, a "Renewal Term") until such time as Customer provides Service Provider with written notice of termination; provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.
- 2.2 Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, including two periods of successive failure of Service Provider to meet a Service Level, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement or an Exhibit A for cause as of a date specified in such notice.
- 2.3 Payments Upon Termination. Upon the expiration or termination of this Agreement or an Exhibit A for any reason, Customer shall pay to Service Provider all undisputed amounts due and payable hereunder.
- 2.4 Return of Materials. Upon expiration or earlier termination of this Agreement or an Exhibit A, each party shall: (a) promptly return to the other party, or certify the destruction of any of the following of the other party held in connection with the performance of this Agreement or the Services: (i) all Confidential Information; and, (ii) any other data, programs, and materials; and, (b) return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises. In the case of Customer Data, Service Provider shall, immediately upon termination of this Agreement or an Exhibit A, shall provide Customer with a final export of the Customer Data and shall certify the destruction of any Customer Data within the possession of Service Provider. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

3. Termination Assistance Services. Provided that this Agreement or an Exhibit A has not been terminated by Service Provider due to Customer's failure to pay any undisputed amount due Service Provider, Service Provider will provide to Customer and / or to the supplier selected by Customer (such supplier shall be known as the "Successor Service Provider"), at Customer's sole cost and expense, assistance reasonably requested by Customer in order to effect the orderly transition of the applicable Services, in whole or in part, to Customer or to Successor Service Provider (such assistance shall be known as the "Termination Assistance Services) during the ninety (90) calendar day period prior to, and / or following, the expiration or termination of this Agreement or an Exhibit A, in whole or in part (such period shall be known as the "Termination Assistance Period"). Provided that Service Provider and Customer agree as to price and scope of Service Provider's provisioning of Termination Assistance Services, such Termination Assistance Services may include:

- 3.1 Developing a plan for the orderly transition of the terminated or expired Services from Service Provider to Customer or the Successor Service Provider;
- 3.2 Providing reasonable training to Customer staff or the Successor Service Provider in the performance of the Services then being performed by Service Provider;
- 3.3 Using commercially reasonable efforts to assist Customer, at Customer's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services;
- 3.4 Using commercially reasonable efforts to make available to Customer, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and,
- 3.5 Such other activities upon which the parties may agree.
- 3.6 The provisions of this Section shall survive the termination of this Agreement.



4. Services Levels.

- 4.1 Service Levels Reviews. Service Provider and Customer will meet as often as shall be reasonably requested by Customer, but no more than monthly, to review the performance of Service Provider as it relates to the Service Levels further described in Exhibit A.
- 4.2 Failure to Meet Service Levels. As further described in Exhibit A, in the event Service Provider does not meet any of the requisite Service Levels, Service Provider shall: (a) reduce the applicable monthly invoice to Customer by the amount of the applicable Performance Credits as a credit, and not as liquidated damages; and, (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Service Provider will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

5. Fees and Expenses. Customer shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained therein. Any sum due Service Provider for Services performed for which payment is not otherwise specified shall be due and payable thirty (30) days after receipt by Customer of an invoice from Service Provider

- 5.1 Billing Procedures. Unless otherwise provided for under an Exhibit A, Service Provider shall bill to Customer the sums due pursuant to an Exhibit A by Service Provider's invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number; (b) description of Services rendered; (c) the Services fee or portion thereof that is due; (d); taxes, if any; and, (e) total amount due. Service Provider shall forward invoices in hardcopy format to: **Accounts Payable, City of De Pere, 335 S. Broadway, De Pere, WI 54115**
- 5.2 Credits. Any amounts due from Service Provider may be applied by Customer against any fees due to Service Provider. Any such amounts that are not so applied shall be paid to Customer by Service Provider within thirty (30) days following Customer's request.
- 5.3 Taxes. Service Provider represents and warrants that it is a corporation for purposes of federal, state, and local employment taxes. Service Provider agrees that Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

6. Customer Resources and Service Provider Resources. In accordance with the terms set forth in Exhibit A, each party shall provide certain resources (Customer Resources and Service Provider Resources, as the case may be) to the other party as Customer and Service Provider may mutually deem necessary to perform the Services.

- 6.1 Service Provider Resources. In addition to any Service Provider Resources described in an Exhibit A, the Service Provider shall, at a minimum, provide all of the resources necessary to ensure that the Services continue uninterrupted, considering the applicable Service Windows and Service Levels, that Customer Data is secure to the standards and satisfaction of Customer, and provide for a reasonable response time for Customer's users of the Services. Where Service Provider fails to provide such minimal Service Provider Resources, Customer shall have the right to terminate this Agreement or the applicable Exhibit A, with thirty days (30) written notice, in whole or in part, without liability.

7. Representations and Warranties.

- 7.1 Mutual Representations and Warranties. Each of Customer and Service Provider represent and warrant that:
- 7.1.1 It is a municipal corporation duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- 7.1.2 It has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 7.1.3 This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
- 7.1.4 The execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;



American Conservation & Billing Solutions

- 7.1.5 It shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- 7.1.6 There is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 7.2 By Service Provider. Service Provider represents and warrants that:
- 7.2.1 Service Provider is possessed of extensive knowledge with respect to the Services;
- 7.2.2 Service Provider knows the particular purpose for which the Services are required;
- 7.2.3 The Services to be performed under this Agreement shall be performed in a competent and professional manner and in accordance with the highest professional standards;
- 7.2.4 Service Provider has the experience and is qualified to perform the tasks involved with providing the Services in an efficient and timely manner. Service Provider acknowledges that Customer is relying on Service Provider's representation of its experience and expertise, and that any substantial misrepresentation may result in damage to Customer;
- 7.2.5 Service Provider will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, the "Virus") are introduced into Customer's computer and network environment while performing the Services,
- 7.2.6 The Services and any other work performed by Service Provider hereunder shall be its own work, and shall not infringe upon any United States or foreign copyright, patent, Trade Secret, or other proprietary right, or misappropriate any Trade Secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement.
8. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- 8.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; (c) with respect to information and documentation of Customer, whether marked "Confidential" or not, consists of Customer information and documentation included within any of the following categories: (i) policyholder, payroll account, agent, customer, supplier, or contractor lists; (ii) policyholder, payroll account, agent, customer, supplier, or contractor information; (iii) information regarding business plans (strategic and tactical) and operations (including performance); (iv) information regarding administrative, financial, or marketing activities; (v) pricing information; (vi) personnel information; (vii) products and/or services offerings (including specifications and designs); or, (viii) processes (e.g., technical, logistical, and engineering); or, (d) any Confidential Information derived from information of a party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).
- 8.2 Obligation of Confidentiality. The parties agree, subject to applicable law, to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential.
- 8.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event



either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

8.4 Remedies for Breach of Obligation of Confidentiality. Service Provider acknowledges that breach of Service Provider's obligation of confidentiality may give rise to irreparable injury to Customer and the customers of Customer, which damage may be inadequately compensable in the form of monetary damages. Accordingly, Customer may terminate with thirty (30) days written notice, without penalty to Customer, of this Agreement in whole or in part.

8.5 The provisions of this Section shall survive the termination of this Agreement.

9. Proprietary Rights.

9.1 Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Service Provider.

9.2 Data of Customer. Customer's information, or any derivatives thereof, contained in any Service Provider repository (the "Customer Data," which shall also be known and treated by Service Provider as Confidential Information) shall be and remain the sole and exclusive property of Customer. Customer shall be entitled to an export of Customer Data, without charge, upon the request of Customer and upon termination of this Agreement. Service Provider is provided a license to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

9.3 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.

9.4 The provisions of this Section shall survive the termination of this Agreement.

10. Information Security. Service Provider acknowledges that Customer may have implemented an information security program (the Customer Information Security Program) to protect Customer's information assets, such information assets as further defined and classified in the Customer Information Security Program (collectively, the "Protected Data"). Where Service Provider has access to the Protected Data, Service Provider acknowledges and agrees to the following.

10.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of the Protected Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Protected Data; (iii) protect against unauthorized access to or use of the Protected Data; (iv) ensure the proper disposal of Protected Data; and, (v) ensure that all subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's information security program be less stringent than the information security safeguards used by the Customer Information Security Program as provided by Customer to Service Provider for this purpose. The Customer Information Security Program is Confidential Information of Customer.

10.2 Right of Audit by Customer. Customer shall have the right to review Service Provider's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, on an ongoing basis from time to time and without notice, Customer, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Service Provider's information security program. In lieu of an on-site audit, upon request by Customer, Service Provider agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by Customer regarding Service Provider's information security program.

11. Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, arising out of a claim that the Services infringes or misappropriates any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from delivering either preliminary or



permanently, or continuing to license to Customer, the Services and such injunction is not dissolved within thirty (30) days, or in the event that Customer is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the use of the Services, then Service Provider shall, at its expense: (a) obtain for Customer the right to continue using such Services; (b) replace or modify such Services so that it does not infringe upon or misappropriate such proprietary right and is free to be delivered to and used by Customer; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to Customer the full cost associated with Termination Assistance Services.

12. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT; OR, (B) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.

13. General.

- 13.1 Relationship between Customer and Service Provider. Service Provider represents and warrants that it is an independent corporation with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Customer. In recognition of Service Provider's status as an independent corporation, Customer shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. Customer shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Customer.
- 13.2 Governing Law, Jurisdiction and Exclusive Venue. This Agreement is executed and performed in the State of Wisconsin. Both parties submit their persons to the jurisdiction of the courts of Wisconsin. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Brown County, Wisconsin.
- 13.3 Dispute Resolution. In the event of any dispute or disagreement between the parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, Customer and Service Provider will meet for the purpose of resolving the dispute. If the parties are unable to resolve the dispute within five (5) working days, or as otherwise agreed, either party may then seek whatever remedy is available in law or in equity. The provisions of this Section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.
- 13.4 Compliance With Laws; Customer Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Customer policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider. Without limiting Service Provider's other obligations of indemnification herein, Service Provider shall defend, indemnify, and hold Customer Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Customer Indemnitee, on account of the failure of Service Provider to perform its obligations imposed herein.
- 13.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly



- accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any Customer supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to Customer, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.
- 13.6 **Force Majeure.** Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Customer Data. Configuration changes, other changes, viruses / malware, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for Customer to use the Services shall not constitute a force majeure event.
- 13.7 **No Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 13.8 **Notices.** Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- 13.9 **Assignment of Agreement.** This Agreement and the obligations of Service Provider hereunder may be assigned in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, with prior written notice to the Customer.
- 13.10 **Counterparts; Facsimile.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 13.11 **Entire Agreement.** This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Customer and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.
- 13.12 **Cumulative Remedies.** All rights and remedies of Customer herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.



Executed on the dates set forth below by the undersigned authorized representative of Customer and Service Provider to be effective as of the Effective Date.

**CITY OF DE PERE, WI
(CUSTOMER)**

By: _____

Name:

Title:

Date: _____

Address for Notice:

335 S. Broadway
De Pere, WI 54115

**AMERICAN CONSERVATION & BILLING SOLUTIONS, INC.
(SERVICE PROVIDER)**

By: _____

Name: Charles Whiteside

Title: President

Date: _____

Address for Notice:

PO Box 51356
Colorado Springs, CO 80949



EXHIBIT A

AquaHawk Alerting Software-as-a-Service Statement of Managed Services

This Exhibit A - Service Provider's Software-as-a-Service Statement of Managed Services shall be incorporated in and governed by the terms of the **AquaHawk Alerting "Software-As-A-Service" Managed Services Agreement** by and between **City of De Pere** ("Customer") and **American Conservation & Billing Solutions, Inc. (AmCoBi)** ("Service Provider") dated _____ as amended (the "Agreement"). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description:	AquaHawk Alerting v11.1 - A customer portal solution for utilities.
Training Description:	Online training for up to five (10) utility staff members is included.
Backup Requirements:	Data will be managed and backed up at AmCoBi's cloud-based hosting provider.
Service Levels:	Standard service levels apply. AmCoBi will use commercially reasonable efforts to make AquaHawk Alerting available with a monthly uptime percentage of at least 99.5%. Should issues occur, AmCoBi will work diligently and expediently to correct them so as not to negatively impact the City's customer base.
Customer Resources:	City of De Pere will provide first level AquaHawk Alerting support to its customers.
Utility Support:	Customer support via telephone and e-mail is included for De Pere staff members.
Number of Endpoints:	Not to exceed 10,000
Services Fees:	Setup fee (one-time) - \$10,000 . Monthly fee - \$1,042 – (This pricing is the agreed to pricing for the Central Brown County Water Authority Group.) Setup fee to be billed when a signed copy of this Agreement has been returned to AmCoBi. Monthly fee to be billed 30 days after the signature date of this Agreement. Late fee applied if monthly fee is 30 days late.
Custom Programming Rate:	\$175/ Hr.
Start Date:	_____ - Launch production site.
End Date:	1 year after production date launch _____, Contract will renew automatically unless the City notifies AmCoBi of its intent to terminate 30 days prior to _____, renewal date.

Executed on the dates set forth below by the undersigned authorized representative of Customer and Service Provider to be effective as of the Start Date.

**CITY OF DE PERE, WI
(CUSTOMER)**

**AMERICAN CONSERVATION & BILLING SOLUTIONS, INC.
(SERVICE PROVIDER)**

By: _____

By: _____

Name:
Title:

Name: Charles Whiteside
Title: President

Date: _____

Date: _____

Scott Thoresen

From: Dave Vaclavik <manager@cbcwa.com>
Sent: Tuesday, September 6, 2016 2:46 PM
To: Scott Thoresen; Craig Berndt (craig@villageofallouez.com); Bill Balke; 'Nathan Loper'
Cc: 'Geoff Farr'
Subject: FW: CBCWA + AquaHawk

Thought I would forward this information. Nate, I would appreciate it if you would send this on to whoever should get it at Grand Chute. I know that a number of CBCWA members are interested and planning to budget in the 2017 or future budgets. It would be helpful for everyone to know what pricing structure they will fall in. Please advise if you will be moving forward with AquaHawk, the number of accounts and what calendar year you would be participating. Thanks,

From: Todd Brehe [mailto:todd@amcobi.com]
Sent: Tuesday, September 6, 2016 11:26 AM
To: Dave Vaclavik <manager@cbcwa.com>
Subject: RE: CBCWA + AquaHawk

Hi Dave-

Here are a couple price levels:

# of Accounts	Setup Fee (One-time)	Monthly Fee	Annual Amount	Effective Price per Account per Year (Yr. 2+)
2,000	\$7,500	\$500	\$6,000	\$3.00
5,000	\$7,500	\$800	\$9,600	\$1.92
7,500	\$10,000	\$1,100	\$13,200	\$1.76
10,000	\$10,000	\$1,250	\$15,000	\$1.50

Setup fees are based on meter count for each utility but the annual fee will be based on the number of meters we manage for the entire group. When the group is over 25,000 meters collectively, everyone's annual price will be = \$1.25/meter.

Right now the Village of Howard has 7,500 meters.

Thanks,

Todd

Todd A. Brehe
 AquaHawk
 T: (719) 694-1979 | M: (719) 321-3444
Todd@AmCoBi.com
 P.O. Box 51356 | Colorado Springs, CO 80949-1356
www.AquaHawk.com



From: Dave Vaclavik [<mailto:manager@cbcwa.com>]
Sent: Tuesday, September 6, 2016 9:52 AM
To: todd@amcobi.com
Subject: CBCWA

Todd, could you please remind me of the price breakpoints and the initial setup costs? I am in the process of polling our group. It appears that you will have some new customers. Dave

Dave Vaclavik, Manager
Central Brown County Water Authority
3100 Eaton Road
Bellevue, WI 54311

920-884-1077 x5
920-851-0629 (c)

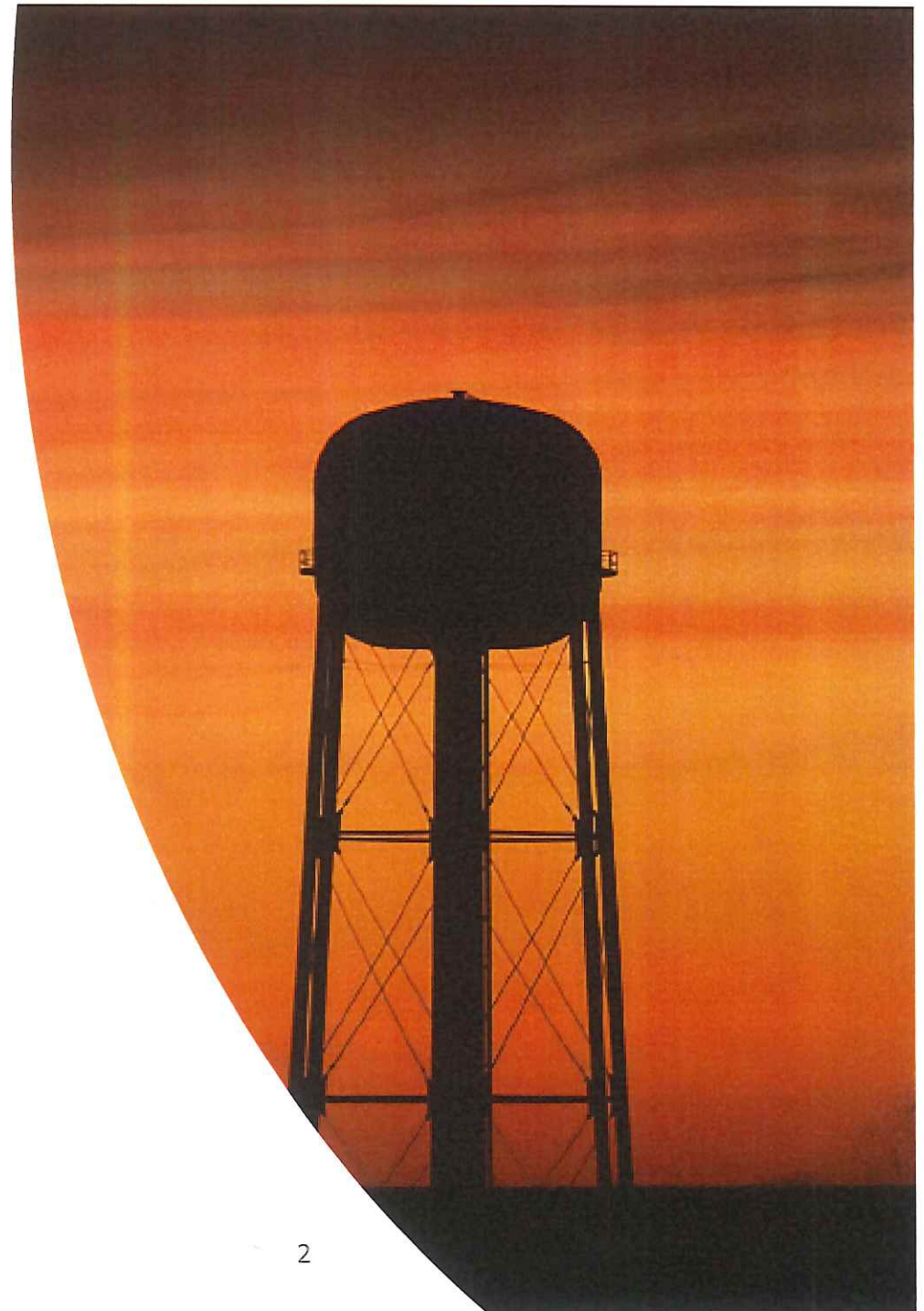
Attachment: AquaHawk email (7733 : Resolution #19-01 AquaHawk Water Meter Software)



City of De Pere, WI

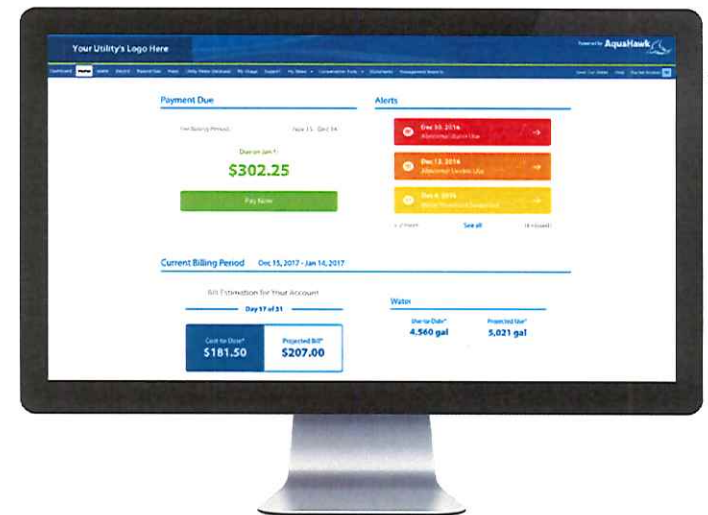
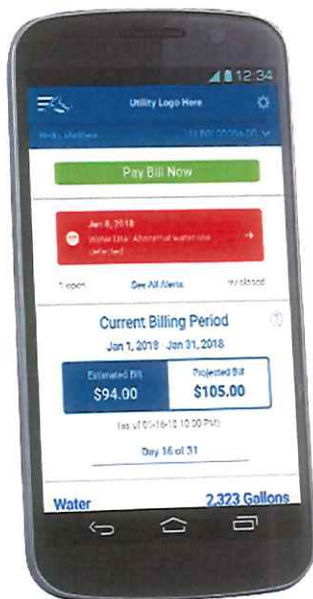
AmCoBi
P.O. Box 51356
Colorado Springs, CO 80949-1356
Bobby@AmCoBi.com
(719) 694-1980
www.AquaHawkAlerting.com

What
results can
you expect?

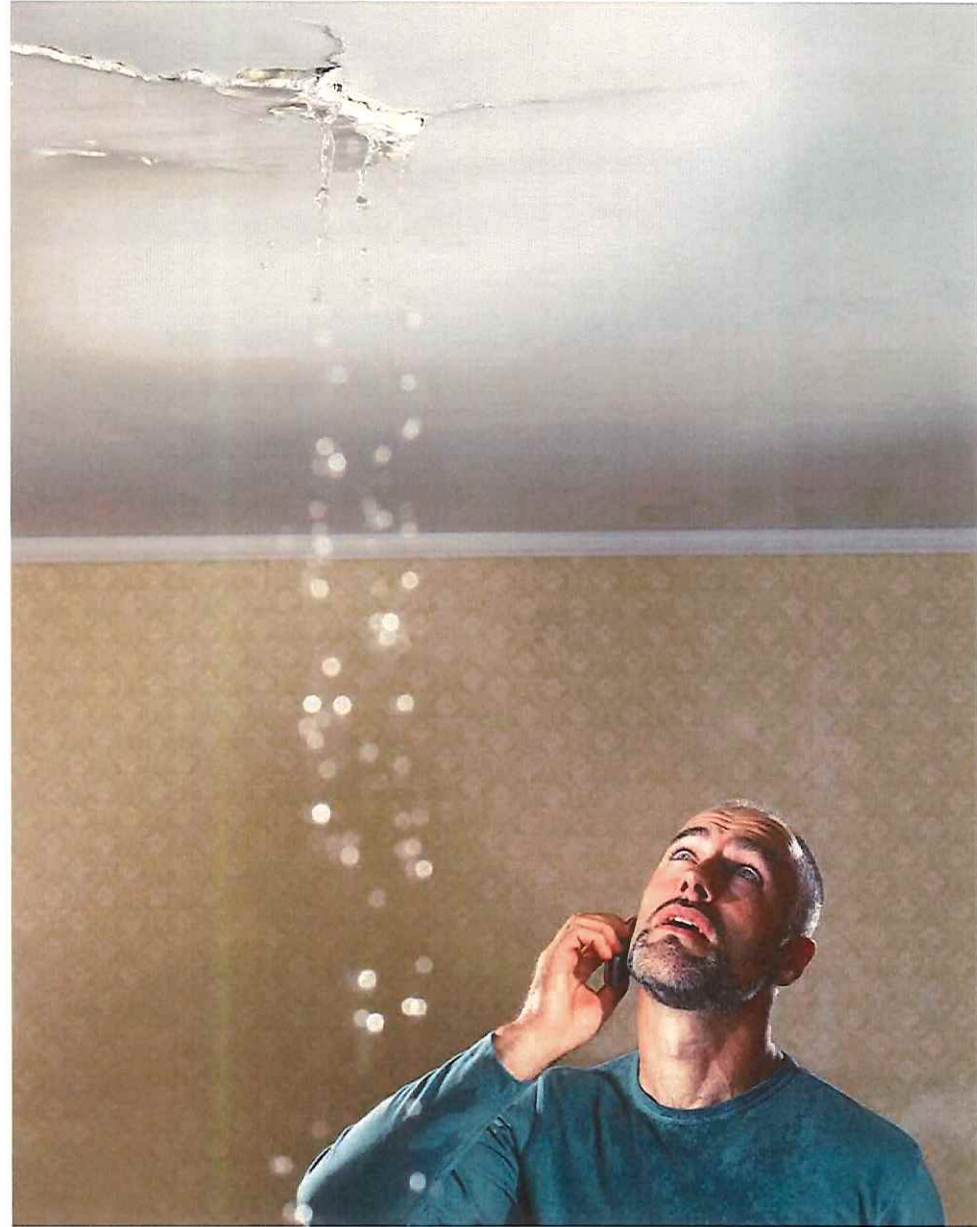


View Utility Consumption

Customers can view consumption data, notifications, and make payments 24 hours a day, 7 days per week.



Identify leaks
quickly.
Notify
customers
easily.



Prevent & manage high bill complaints



Improve Employee Efficiency



Identify meter issues impacting revenue



Advanced leak detection & notification



Customer Benefits





Customer Features

Customers can view:

- Hourly consumption by hour/day/week/month/year
- View and pay current bill amounts
- Receive timely notifications regarding leaks or other consumption issues
- View annual use comparisons over the same time last year
- View irrigation consumption patterns for efficient irrigation use
- Receive timely notifications about boil notices, water outages or other service interruptions
- Set thresholds on their account for:
 - A dollar amount during the billing cycle
 - A water use amount during the billing cycle
 - Set meter threshold amounts for hourly, daily, weekly, or monthly
 - Set a continuous use volume over a selected period of time such as 4, 8 16, or 24 hour period

PROPOSAL

An AquaHawk Proposal for:
City of De Pere, WI
11.26.18



Attachment: Proposal City of De Pere WI AquaHawk 12-3-18 (7733 : Resolution #19-01 AquaHawk Water Meter Software)

HELLO!

November 26, 2018

Mr. Scott Thoresen
Public Works Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Hi Mr. Thoresen-

Attached is a proposal for AmCoBi to provide the City of De Pere with a customer portal using the **AquaHawk™** solution and incorporating data from your Sensus FlexNet fixed base Advanced Metering Infrastructure (AMI) system.

This project will provide De Pere customers with online access to their consumption data, leak notifications, and much more. AquaHawk will help your utility enhance customer service, encourage client self-service, and improve operational efficiency.

We build long term relationships with our clients by consistently executing and delivering high value. Please contact us with any questions you have or additional information you need.

Sincerely,

Bobby Lee
AquaHawk
Office: (877) 410-0167 x1980
Mobile: (719) 661-6844
E-mail: Bobby@AmCoBi.com

Attachment: Proposal City of De Pere WI AquaHawk 12-3-18 (7733 : Resolution #19-01 AquaHawk Water Meter Software)

PROPOSAL

City of De Pere Background

The City provides wastewater, stormwater, and water services to residents and businesses in De Pere, WI. The City uses a Sensus FlexNet system to read 10,000 water meters remotely. Sensus hosts the City's RNI. De Pere is considering implementing a customer portal so that customers may benefit from the information and data recorded by the FlexNet system.

AmCoBi Background

AmCoBi is a privately-held software development and billing company founded in 2008 and based in Colorado Springs, Colorado. AmCoBi has grown rapidly over the years by delivering valuable solutions to municipal water providers and through a steady stream of referrals. AmCoBi offers Web portal solutions, water conservation evaluation services, and utility billing.

We currently work with 75 utilities and manage more than 650,000 meters in the AquaHawk system.

The AmCoBi Difference

AmCoBi develops solutions designed to help water providers deliver a higher standard of service to their customers and increase client satisfaction. Not only will AquaHawk encourage client self-service and provide a powerful tool for resolving high bill complaints, it offers tremendous public relations value.

Your customers will get a better understanding of how they're using water, be able to manage their expenses more effectively, and receive timely notifications when leaks or other issues are detected. By making it easy to communicate quickly with customers, in the communications mode they prefer, De Pere can encourage clients to fix leaks quickly and prevent the property damage they so often cause.

We believe our team is best equipped to deliver the results you're looking for. We have experienced strong growth by delivering comprehensive capabilities, at affordable prices, and by providing outstanding training and support.

AmCoBi will be a trusted partner throughout this entire project. We are committed to accomplishing your objectives. We also know that your requirements will evolve over time. AquaHawk has been architected to support future changes and enhancements.

PROPOSAL

An Expert Team

AmCoBi's software engineering team has decades of experience developing large scale, commercial Web and database applications for various industries including: utilities, computer networking, manufacturing, retail, and more.

AmCoBi's team is comprised of seven experienced software engineers. Several members have been a part of, and have managed, teams in Fortune 500 companies that developed and supported products sold worldwide.

The software team is responsible for developing the AquaHawk application. AquaHawk uses the Software-as-a-Service (SaaS) model and is hosted at one of the world's most reliable hosting providers.

The software team will be responsible for configuring AquaHawk, importing account information, integrating AMI and other data, and launching the production site.

AmCoBi's Client Care team will be responsible for managing the scope of work and ensuring that tasks are being completed according to designated timelines, as well as delivering progress reports to the City. The team will also provide online training and ongoing support.

AQUAHAWK

AquaHawk is a hosted customer portal solution that enables utilities to present water consumption data to their clients in a secure website. After registering online, customers gain access to their current usage, past usage, and other useful comparisons.

AquaHawk also offers the following capabilities:

- **Leak Detection & Notification:** Employees use this module to notify customers via automated call (AquaVoice™), text, or e-mail when potential leaks have occurred
- **Estimated Bill:** Customers can see the estimated cost of the water they've already used (any time during the billing cycle), as well as a projected end-of-period bill
- **Threshold Alerting:** Customers can establish a billing or usage threshold (\$ and/or gallons) and be notified when their bill amount/consumption exceeds, or is projected to exceed, that value.

New features are continually added to AquaHawk. As an example, an improved mapping feature will be released soon, and other reporting capabilities will be released in the near future.

Intuitive and Easy-to-Learn

AquaHawk was developed with utility customers in mind. It is an intuitive, easy-to-use application that requires minimal training to understand. Your customers will thank you for giving them the tools they need to better understand how they're using water and to manage expenses.

In addition, utility employees can be trained on the application quickly. AquaHawk has been engineered to simplify complex tasks so customer service and front desk employees can perform them effortlessly.

Affordably Priced

AquaHawk offers comprehensive capabilities at affordable prices. The AquaHawk service agreement may be terminated with a 30-day notice so the onus is on our company to continually earn your business.

Supports Future Customizations

We believe that your requirements will evolve over time. AquaHawk has been architected to support future changes and enhancements. In fact, numerous capabilities added to the system have been a direct result of the responses and feedback provided by our clients. De Pere's input will help guide the future direction of the AquaHawk system.

No Hardware or Software Purchases Required

AquaHawk uses the SaaS or subscription model so that the City does not need to purchase or install any hardware or software. Implementing the system requires minimal time and effort on the part of your IT team, and ongoing support and maintenance is provided by AmCoBi. AquaHawk can be deployed quickly--i.e. within 30 days.

AQUAHAWK

Seamless Data Integration

AmCoBi currently works with thirty-five (35) utilities that use the Sensus FlexNet system. Usage data can be integrated via an SFTP process.

One of AmCoBi's strengths is exchanging data between AquaHawk and other systems (e.g. billing, accounting, electronic payment services, etc.) to streamline the customer experience and minimize manual data entry.

Browser-based Operation

A unique instance of AquaHawk will be provided to De Pere. Authorized staff members and customers operate the system using a standard Web browser.

Reliable, High Performance Hosting

AmCoBi uses a reputable, high quality hosting provider for the AquaHawk solution. Their cloud-based computing platform is flexible, cost-effective, and instantly scales as more resources are required. The firm's service is secure, durable, and they maintain industry-recognized certifications and audits such as: ISO 27001 and SAS 70 Type II.

Their data centers have multiple layers of operational and physical security so you can be sure your data is safe and protected. Moreover, AquaHawk uses a commercial database noted for speed, fault tolerance, and high performance.

Backups are automated and geographically diverse replication prevents any data loss in the event of a hardware failure, network disruption, or large scale power outage. Disaster recovery is built-in.

Comprehensive Training and Support

The AquaHawk system is intuitive, user-friendly, and easy to learn. To ensure, however, that your staff members can manage the application effectively, AmCoBi also provides individualized online training and support. AmCoBi will assign a dedicated account manager so you'll always be able to reach a live person via telephone or e-mail.

95% of all calls are answered immediately. AmCoBi commits to following up telephone and e-mail inquiries within twenty-four (24) hours. We make extensive use of online conferencing tools for product training, support, and troubleshooting.

SCOPE OF WORK

Scope of Work

To initiate this project and make AquaHawk available to De Pere customers, the following tasks need to be completed:

- Configure the AquaHawk portal
- Import customer account and rate tier information
- Integrate consumption data from the FlexNet RNI
- Provide software training to employees
- Launch the production site and notify customers of the new service
- Provide ongoing support to employees.

The following is a draft timeline for implementing the AquaHawk solution:

Due Date	Task Description	Responsible Party
Week 1	The City signs an SaaS Services Agreement to proceed with this project.	De Pere
Week 1	Configure the AquaHawk portal for the City.	AmCoBi
Week 2	Import customer account and rate tier information.	AmCoBi
Week 2	Integrate AMI consumption into AquaHawk.	AmCoBi & Sensus
Week 3	Provide software training to employees.	De Pere & AmCoBi
Week 4	Launch the production site.	De Pere & AmCoBi

REFERENCES & PRICING

References

Please feel free to contact the following organizations to learn more about similar projects we've conducted:

Village of Howard

Mr. Geoff Farr
Public Works Director
336 Cornell Road
Green Bay, WI 54313
(920) 434-4060
gfarr@villageofhoward.com

City of Appleton

Mr. Nate Loper
Deputy Director of Public Works
100 N. Appleton Street
Appleton, WI 54912
(920) 832-5580
Nathan.Loper@Appleton.org

Village of Bellevue

Mr. William Balke, PE
Public Works Director
2828 Allouez Ave.
Bellevue, WI 54311
(920) 468-5225
billb@villageofbellevue.org

Pricing

Pricing for the AquaHawk service is comprised of the following:

- A **one-time setup fee** to configure the system, upload customer information and data, and for initial system training
- A **monthly fee** for each account in the system. This fee includes ongoing e-mail and telephone support
- **CMEP Export** - Sensus charges to enable the CMEP export on the RNI. Please contact Sensus to receive a SOW for this implementation.

Description	# of Meters	Setup Fee (One-time)	Monthly Fee	Total (Yr. 1)	Price per Account per Year (Yr. 2+)
AquaHawk v10.20	10,000	\$ 10,000	\$ 1,042	\$ 22,500	\$ 1.25

NOTE: This pricing is the agreed to pricing for the Central Brown County Water Authority Group.

SUMMARY

Summary

Should City of De Pere choose to move forward with the AquaHawk solution, AmCoBi will send a Software-as-a-Service Agreement for signature. A project plan and implementation schedule will also be delivered for your review and approval.

AquaHawk is helping numerous water utilities around the U.S. elevate the level of service they provide to customers, and it can help your City too. We commit to making this project a notable success. Let us know how we can best serve you.

Sincerely,

Bobby Lee
Director of Sales
AmCoBi

**CITY OF DE PERE FIVE-YEAR CAPITAL IMPROVEMENTS PLAN
2018 – 2024**

CAPITAL PROJECTS WORKSHEET

PROPOSED BY: Water Department

DATE PREPARED: August 11, 2018

DESCRIPTION OF PROJECT:

Water Distribution Management – Meter Software.

NEW: X or REPLACEMENT: _____

PROJECTED COST: \$25,000

PROPOSED METHOD OF FINANCING: \$ _____ % _____

GENERAL FUND _____.

CAPITAL IMPROVEMENTS FUND _____.

GENERAL OBLIGATION DEBT _____.

SPECIAL ASSESSMENT _____.

GRANTS _____.

X OTHER **Water Utility = \$25,000** _____.

ADDITIONAL ANNUAL OPERATING AND MAINTENANCE COSTS (Identify) _____.

PROJECT JUSTIFICATION

The intent is to joint purchase with the other members of the Central Brown County Water Authority (CBCWA) the meter software AquaHawk that will provide the City and their customers on line access to consumption, leak notifications, and much more. This software will enhance customer service and operational efficiencies. An example of improvement in operational efficiencies it currently takes approximately fifteen (15) minutes per meter alarm to determine what the issue(such as a water leak) and what customer has an issue with their meter. AquaHawk will notify immediately the problem and the address. In the case of the water leak, if the customer has their contact information in the system, it will call to let them know they have a water leak on their property so that they can investigate right away resulting in savings from water loss.

PROJECT RANKINGS

CITY COUNCIL _____.

STAFF RECOMMENDATION _____ **Goal No.** _____.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 2, 2019

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Voucher Approval.

ATTACHMENTS:

- 12-31-18 VOUCHERS (PDF)

12/26/2018 1:19 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 06008 JAN 2019 COUNCIL - 1 1-2-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7842	ACCENTS IMAGE WEEAR I-17908-IN	ACCENTS IMAGE WEEAR	R	12/31/2018		164.00CR	087457	164.00
4632	ACCURATE APPRAISAL LLC I-ACCAPP2019-1	ACCURATE APPRAISAL LLC	R	12/31/2018		7,960.00CR	087458	7,960.00
6426	ACL I-A6616-201811-0	ACL	R	12/31/2018		248.40CR	087459	248.40
0302	AIRGAS USA LLC I-9083171828 I-9957602804	AIRGAS USA LLC AIRGAS USA LLC	R R	12/31/2018 12/31/2018		166.79CR 490.35CR	087460 087460	 657.14
5604	AURORA BAYCARE MED CTR LLC I-KY229 I-KY235	AURORA BAYCARE MED CTR LLC AURORA BAYCARE MED CTR LLC	R R	12/31/2018 12/31/2018		276.26CR 1,311.82CR	087461 087461	 1,588.08
1380	AUTOHOE II INC I-17173	AUTOHOE II INC	R	12/31/2018		100.75CR	087462	100.75
0442	BADGER LABORATORIES & ENGINEERING I-18-3892 I-18-4303 I-19-0015	BADGER LABORATORIES & ENGINEER BADGER LABORATORIES & ENGINEER BADGER LABORATORIES & ENGINEER	R R R	12/31/2018 12/31/2018 12/31/2018		100.00CR 120.00CR 20.00CR	087463 087463 087463	 240.00
0023	BATTERIES PLUS LLC I-P9061599	BATTERIES PLUS LLC	R	12/31/2018		51.80CR	087464	51.80
0027	BAY TOWEL INC I-2734907 I-2743746 I-2745542 I-2749964 I-2752561	BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC BAY TOWEL INC	R R R R R	12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018		163.22CR 163.22CR 100.74CR 100.74CR 87.59CR	087465 087465 087465 087465 087465	 615.51
2970	BELLINHEALTH INC I-MB2249	BELLINHEALTH INC	R	12/31/2018		7.02CR	087466	7.02
5961	BEST EQUIPMENT I-Q09-83 I-Q10-22	BEST EQUIPMENT BEST EQUIPMENT	R R	12/31/2018 12/31/2018		21,180.00CR 1,901.68CR	087467 087467	 23,081.68

Attachment: 12-31-18 VOUCHERS (7750 : Voucher Approval.)

12/26/2018 1:19 PM

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PAGE: 2

PACKET: 06008 JAN 2019 COUNCIL - 1 1-2-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2831	BODART ELECTRIC SERVICE INC							
	I-9242	BODART ELECTRIC SERVICE INC	R	12/31/2018		2,000.00CR	087468	
	I-9264	BODART ELECTRIC SERVICE INC	R	12/31/2018		2,000.00CR	087468	4,000.00
3518	WILLIAM C BOYLE							
	I-201812208915	WILLIAM C BOYLE	R	12/31/2018		39.79CR	087469	
	I-201812208916	WILLIAM C BOYLE	R	12/31/2018		25.31CR	087469	65.10
2944	BROWN COUNTY JAIL							
	I-201812208917	BROWN COUNTY JAIL	R	12/31/2018		680.00CR	087470	680.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-38890	BROWN COUNTY PORT SOLID WASTE	R	12/31/2018		27,233.50CR	087471	27,233.50
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201812208918	BROWN COUNTY REGISTER OF DEEDS	R	12/31/2018		60.00CR	087472	60.00
2984	BROWN COUNTY TREASURER							
	I-2018-88	BROWN COUNTY TREASURER	R	12/31/2018		30.00CR	087473	30.00
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-W02040	BRUCE MUNICIPAL EQUIPMENT INC	R	12/31/2018		6,846.58CR	087474	6,846.58
7021	CARSTAR WILSON AUTO COLLISION GREEN BAY							
	I-31977	CARSTAR WILSON AUTO COLLISION	R	12/31/2018		5,169.53CR	087475	5,169.53
0536	CDW GOVERNMENT INC							
	I-PZF1668	CDW GOVERNMENT INC	R	12/31/2018		946.27CR	087476	
	I-PZH9625	CDW GOVERNMENT INC	R	12/31/2018		289.46CR	087476	
	I-PZL8329	CDW GOVERNMENT INC	R	12/31/2018		413.96CR	087476	
	I-QBK8627	CDW GOVERNMENT INC	R	12/31/2018		182.20CR	087476	1,831.89
2708	CLEANING SOLUTION SERVICES INC							
	I-18604	CLEANING SOLUTION SERVICES INC	R	12/31/2018		1,354.06CR	087477	1,354.06
6414	COMMUNICATIONS ENGINEERING CO							
	I-272436	COMMUNICATIONS ENGINEERING CO	R	12/31/2018		425.00CR	087478	
	I-272643	COMMUNICATIONS ENGINEERING CO	R	12/31/2018		478.00CR	087478	903.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-201812208920	COUNTRY VISIONS COOPERATIVE	R	12/31/2018		7.99CR	087479	7.99

Attachment: 12-31-18 VOUCHERS (7750 : Voucher Approval.)

12/26/2018 1:19 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 06008 JAN 2019 COUNCIL - 1 1-2-18

VENDOR SET: 01

**** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2926	CROSBY HEAVY DUTY WRECKER SERV INC I-11379	CROSBY HEAVY DUTY WRECKER SERV	R	12/31/2018		150.00CR	087480	150.00
6730	DAMARC I-40432	DAMARC	R	12/31/2018		63.30CR	087481	63.30
6700	DARLEY CO I-17345605	DARLEY CO	R	12/31/2018		208.53CR	087482	208.53
7288	JESSICA DART I-201812208921 I-201812208922	JESSICA DART JESSICA DART	R R	12/31/2018 12/31/2018		192.99CR 94.94CR	087483 087483	287.93
5940	DE PERE CINEMA I-201812208919	DE PERE CINEMA	R	12/31/2018		50.00CR	087484	50.00
0276	DE PERE HARDWARE I-208496 I-208522 I-208572 I-208575 I-208639	DE PERE HARDWARE DE PERE HARDWARE DE PERE HARDWARE DE PERE HARDWARE DE PERE HARDWARE	R R R R R	12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018		4.49CR 9.99CR 14.99CR 6.90CR 77.98CR	087485 087485 087485 087485 087485	114.35
7037	DEFINITELY DE PERE I-962	DEFINITELY DE PERE	R	12/31/2018		9,179.34CR	087486	9,179.34
6030	DISCOUNT SCHOOL SUPPLY I-P37759790001	DISCOUNT SCHOOL SUPPLY	R	12/31/2018		107.30CR	087487	107.30
7753	ECS MIDWEST LLC I-698003 I-698004 I-698005 I-698006 I-698007 I-698034 I-699839	ECS MIDWEST LLC ECS MIDWEST LLC ECS MIDWEST LLC ECS MIDWEST LLC ECS MIDWEST LLC ECS MIDWEST LLC ECS MIDWEST LLC	R R R R R R R	12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018		359.00CR 365.00CR 2,387.50CR 121.50CR 1,381.90CR 857.85CR 3,114.05CR	087488 087488 087488 087488 087488 087488 087488	8,586.80
0085	EMERGENCY MEDICAL PRODUCTS INC I-2035403	EMERGENCY MEDICAL PRODUCTS INC	R	12/31/2018		125.50CR	087489	125.50
0086	ERC INC I-ERC-1118-0598	ERC INC	R	12/31/2018		429.00CR	087490	429.00

Attachment: 12-31-18 VOUCHERS (7750 : Voucher Approval.)

12/26/2018 1:19 PM

A / P CHECK REGISTER

PAGE: 4

PACKET: 06008 JAN 2019 COUNCIL - 1 1-2-18

VENDOR SET: 01

**** CHECK LISTING ****

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0092	FEAKER & SONS CO INC							
	I-18-11 (6)	FEAKER & SONS CO INC	R	12/31/2018		227,365.19CR	087491	227,365.19
0331	FERGUSON WATERWORKS #1476 INC							
	I-259279-1	FERGUSON WATERWORKS #1476 INC	R	12/31/2018		1,110.00CR	087492	
	I-261926	FERGUSON WATERWORKS #1476 INC	R	12/31/2018		276.87CR	087492	
	I-264489	FERGUSON WATERWORKS #1476 INC	R	12/31/2018		324.00CR	087492	1,710.87
2627	FESTIVAL FOODS INC							
	I-293007-77	FESTIVAL FOODS INC	R	12/31/2018		24.49CR	087493	
	I-384193-74	FESTIVAL FOODS INC	R	12/31/2018		15.53CR	087493	40.02
0200	FIRST SUPPLY LLC							
	I-11462202-00	FIRST SUPPLY LLC	R	12/31/2018		16.26CR	087494	16.26
7289	KIMBERLY FLOM							
	I-201812208923	KIMBERLY FLOM	R	12/31/2018		356.15CR	087495	356.15
0098	FLY ME FLAG CO INC							
	I-2946	FLY ME FLAG CO INC	R	12/31/2018		1,510.40CR	087496	1,510.40
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TPB0000493363	FOX VALLEY TECHNICAL COLLEGE	R	12/31/2018		225.00CR	087497	225.00
0562	GALLS LLC							
	C-11301629	GALLS LLC	R	12/31/2018		149.98	087498	
	I-11294457	GALLS LLC	R	12/31/2018		119.96CR	087498	
	I-11301008	GALLS LLC	R	12/31/2018		112.50CR	087498	82.48
6472	GIESE, BENJAMIN S							
	I-201812208924	GIESE, BENJAMIN S	R	12/31/2018		96.39CR	087499	96.39
6923	GORDON FLESCH COMPANY INC.							
	I-IN12431815	GORDON FLESCH COMPANY INC.	R	12/31/2018		147.75CR	087500	
	I-IN12458978	GORDON FLESCH COMPANY INC.	R	12/31/2018		142.00CR	087500	289.75
0116	GRAINGER INC							
	I-9959910051	GRAINGER INC	R	12/31/2018		68.55CR	087501	68.55
2947	MATTHEW GUTH							
	I-201812208925	MATTHEW GUTH	R	12/31/2018		80.80CR	087502	80.80

Attachment: 12-31-18 VOUCHERS (7750 : Voucher Approval.)

12/26/2018 1:19 PM

A / P CHECK REGISTER

PAGE: 5

PACKET: 06008 JAN 2019 COUNCIL - 1 1-2-18

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0943	DALE HAAGEN I-201812208926	DALE HAAGEN	R	12/31/2018		263.70CR	087503	263.70
1121	TOM HENDRICKS I-201812208927 I-201812208928	TOM HENDRICKS TOM HENDRICKS TOM HENDRICKS	R	12/31/2018 12/31/2018		105.48CR 42.19CR	087504 087504	147.67
5535	HOLUBAR CONST CO INC I-4422	HOLUBAR CONST CO INC	R	12/31/2018		3,000.00CR	087505	3,000.00
5674	HOME TEAM SPORTS & APPAREL INC I-36770 I-36771	HOME TEAM SPORTS & APPAREL INC HOME TEAM SPORTS & APPAREL INC	R	12/31/2018 12/31/2018		317.10CR 467.00CR	087506 087506	784.10
1399	INDOFF INC I-3176364 I-3181842 I-3186478 I-3186999 I-3187911 I-3189531	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R	12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018		192.99CR 11.31CR 289.01CR 237.87CR 58.06CR 41.39CR	087507 087507 087507 087507 087507 087507	830.63
7860	INSIDE THE TAPE LLC I-201812208929	INSIDE THE TAPE LLC	R	12/31/2018		295.00CR	087508	295.00
2602	JOSSART BROTHERS INC I-809 I-829	JOSSART BROTHERS INC JOSSART BROTHERS INC	R	12/31/2018 12/31/2018		253.50CR 2,736.50CR	087509 087509	2,990.00
7828	JW FLOORING INC I-4147	JW FLOORING INC	R	12/31/2018		11,516.00CR	087510	11,516.00
7449	K-9 SERVICES I-G11192018	K-9 SERVICES	R	12/31/2018		300.00CR	087511	300.00
4584	KRUCZEK CONST INC I-18-14 (1)	KRUCZEK CONST INC	R	12/31/2018		136,598.12CR	087512	136,598.12
3140	KUNDINGER FLUID POWER INC I-50517552	KUNDINGER FLUID POWER INC	R	12/31/2018		93.99CR	087513	93.99
1443	MARTIN SYSTEMS INC I-171282	MARTIN SYSTEMS INC	R	12/31/2018		335.40CR	087514	335.40

Attachment: 12-31-18 VOUCHERS (7750 : Voucher Approval.)

12/26/2018 1:19 PM

A / P CHECK REGISTER

PAGE: 6

PACKET: 06008 JAN 2019 COUNCIL - 1 1-2-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1159	DAVID J MATYAS							
	I-201812208930	DAVID J MATYAS	R	12/31/2018		250.00CR	087515	250.00
2012	DONALD MELICHAR							
	I-201812208931	DONALD MELICHAR	R	12/31/2018		30.57CR	087516	30.57
0173	MENARDS INC							
	C-39886	MENARDS INC	R	12/31/2018		13.61	087517	
	I-39263	MENARDS INC	R	12/31/2018		34.98CR	087517	
	I-39638	MENARDS INC	R	12/31/2018		79.92CR	087517	
	I-39667	MENARDS INC	R	12/31/2018		84.16CR	087517	
	I-39692	MENARDS INC	R	12/31/2018		96.80CR	087517	
	I-39892	MENARDS INC	R	12/31/2018		22.69CR	087517	
	I-39915	MENARDS INC	R	12/31/2018		5.68CR	087517	
	I-40039	MENARDS INC	R	12/31/2018		36.29CR	087517	
	I-40049	MENARDS INC	R	12/31/2018		145.97CR	087517	
	I-40054	MENARDS INC	R	12/31/2018		6.99CR	087517	
	I-40088	MENARDS INC	R	12/31/2018		41.52CR	087517	
	I-40097	MENARDS INC	R	12/31/2018		79.99CR	087517	
	I-40236	MENARDS INC	R	12/31/2018		2.49CR	087517	623.87
1475	MUNICODE							
	I-321771	MUNICODE	R	12/31/2018		350.00CR	087518	350.00
2821	NEENAH FOUNDRY COMPANY MUNICIPAL							
	C-526530	NEENAH FOUNDRY COMPANY MUNICIPAL	R	12/31/2018		404.00	087519	
	C-526927	NEENAH FOUNDRY COMPANY MUNICIPAL	R	12/31/2018		4,900.00	087519	
	C-527141	NEENAH FOUNDRY COMPANY MUNICIPAL	R	12/31/2018		8,708.00	087519	
	I-277693	NEENAH FOUNDRY COMPANY MUNICIPAL	R	12/31/2018		12,504.37CR	087519	
	I-289807	NEENAH FOUNDRY COMPANY MUNICIPAL	R	12/31/2018		358.00CR	087519	
	I-294088	NEENAH FOUNDRY COMPANY MUNICIPAL	R	12/31/2018		4,196.13CR	087519	
	I-296872	NEENAH FOUNDRY COMPANY MUNICIPAL	R	12/31/2018		11,024.20CR	087519	
	I-299118	NEENAH FOUNDRY COMPANY MUNICIPAL	R	12/31/2018		4,732.00CR	087519	18,802.70
0531	NORTHEAST AUTO PARTS INC							
	I-335871	NORTHEAST AUTO PARTS INC	R	12/31/2018		35.98CR	087520	
	I-335956	NORTHEAST AUTO PARTS INC	R	12/31/2018		33.16CR	087520	
	I-335967	NORTHEAST AUTO PARTS INC	R	12/31/2018		28.44CR	087520	
	I-335975	NORTHEAST AUTO PARTS INC	R	12/31/2018		12.10CR	087520	
	I-336011	NORTHEAST AUTO PARTS INC	R	12/31/2018		25.78CR	087520	
	I-336113	NORTHEAST AUTO PARTS INC	R	12/31/2018		22.56CR	087520	158.02

Attachment: 12-31-18 VOUCHERS (7750 : Voucher Approval.)

12/26/2018 1:19 PM

A / P CHECK REGISTER

PAGE: 7

PACKET: 06008 JAN 2019 COUNCIL - 1 1-2-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000115310	NORTHEAST WI TECH COLLEGE	R	12/31/2018		88.32CR	087521	88.32
1331	PACKER FASTENER & SUPPLY INC							
	I-418613	PACKER FASTENER & SUPPLY INC	R	12/31/2018		167.30CR	087522	167.30
0208	POMP'S TIRE SERVICE INC							
	I-90053394	POMP'S TIRE SERVICE INC	R	12/31/2018		323.10CR	087523	
	I-90053452	POMP'S TIRE SERVICE INC	R	12/31/2018		62.95CR	087523	386.05
0211	POSITIVE PROMOTIONS							
	I-6173901	POSITIVE PROMOTIONS	R	12/31/2018		1,535.40CR	087524	1,535.40
1246	PREVEA HEALTH							
	I-119587	PREVEA HEALTH	R	12/31/2018		155.40CR	087525	
	I-119725	PREVEA HEALTH	R	12/31/2018		97.50CR	087525	252.90
0395	PRO ONE JANITORIAL INC							
	I-140558	PRO ONE JANITORIAL INC	R	12/31/2018		1,125.00CR	087526	1,125.00
0220	QUILL CORP							
	I-3678924	QUILL CORP	R	12/31/2018		114.65CR	087527	114.65
1359	RAY O'HERRON CO INC							
	I-1864624-IN	RAY O'HERRON CO INC	R	12/31/2018		431.60CR	087528	431.60
6875	RJ'S SIGNS AND DESIGNS LLC							
	I-1827	RJ'S SIGNS AND DESIGNS LLC	R	12/31/2018		51.25CR	087529	51.25
6380	ROCK OIL REFINING INC							
	I-275046	ROCK OIL REFINING INC	R	12/31/2018		32.00CR	087530	32.00
0234	SAINT NORBERT COLLEGE INC							
	I-LS43183	SAINT NORBERT COLLEGE INC	R	12/31/2018		112.50CR	087531	112.50
0235	SAINT VINCENT HOSPITAL							
	I-48825	SAINT VINCENT HOSPITAL	R	12/31/2018		21.35CR	087532	21.35
7492	SATOR SPORTS INC							
	I-442719A	SATOR SPORTS INC	R	12/31/2018		798.15CR	087533	798.15
3234	SHERWIN WILLIAMS							
	I-2187-4	SHERWIN WILLIAMS	R	12/31/2018		105.78CR	087534	
	I-4412-4	SHERWIN WILLIAMS	R	12/31/2018		380.00CR	087534	485.78

Attachment: 12-31-18 VOUCHERS (7750 : Voucher Approval.)

12/26/2018 1:19 PM

A / P CHECK REGISTER

PAGE: 8

PACKET: 06008 JAN 2019 COUNCIL - 1 1-2-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0999	STAPLES ADVANTAGE I-3394181059	STAPLES ADVANTAGE	R	12/31/2018		72.85CR	087535	72.85
0257	STREICHER'S INC I-I1340374	STREICHER'S INC	R	12/31/2018		166.93CR	087536	166.93
7049	SUNBELT RENTALS INC. I-85408887-0001	SUNBELT RENTALS INC.	R	12/31/2018		13.50CR	087537	13.50
5568	SYBLE HOPP SCHOOL I-201812268947	SYBLE HOPP SCHOOL	R	12/31/2018		1,170.00CR	087538	1,170.00
0752	SYSTEMS FURNITURE INC I-33285	SYSTEMS FURNITURE INC	R	12/31/2018		1,240.00CR	087539	1,240.00
0417	TWEET GAROT MECHANICAL INC I-64690 I-68092	TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC	R R	12/31/2018 12/31/2018		522.00CR 855.00CR	087540 087540	 1,377.00
0272	UNIFORM SHOPPE INC I-281873 I-282016 I-282241 I-282343 I-282678 I-282751 I-283006 I-283138 I-283169 I-283174 I-283183 I-283196	UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC UNIFORM SHOPPE INC	R R R R R R R R R R R R	12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018 12/31/2018		74.85CR 30.00CR 92.45CR 995.00CR 64.95CR 95.45CR 119.85CR 139.95CR 5.95CR 44.95CR 96.65CR 48.95CR	087541 087541 087541 087541 087541 087541 087541 087541 087541 087541 087541 087541	 1,809.00
1911	UNITED PARCEL SERVICE INC I-70A6Y6488	UNITED PARCEL SERVICE INC	R	12/31/2018		8.48CR	087542	8.48
0857	USA BLUEBOOK I-751500	USA BLUEBOOK	R	12/31/2018		191.87CR	087543	191.87
7210	VANDEN PLAS SANITATION INC. I-37354	VANDEN PLAS SANITATION INC.	R	12/31/2018		131.60CR	087544	131.60

Attachment: 12-31-18 VOUCHERS (7750 : Voucher Approval.)

12/26/2018 1:19 PM

A / P CHECK REGISTER

PAGE: 9

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5772	MELISSA VANDE WETTERING							
	I-201812208932	MELISSA VANDE WETTERING	R	12/31/2018		104.98CR	087545	104.98
1355	RONALD J VANPRICE							
	I-201812208933	RONALD J VANPRICE	R	12/31/2018		181.88CR	087546	181.88
4770	VERIZON WIRELESS							
	I-9818208183	VERIZON WIRELESS	R	12/31/2018		337.68CR	087547	337.68
7861	KRISTEN VINCENT							
	I-201812208934	KRISTEN VINCENT	R	12/31/2018		32.70CR	087548	32.70
5539	VORPAHL FIRE & SAFETY CORP							
	I-259903	VORPAHL FIRE & SAFETY CORP	R	12/31/2018		1,884.20CR	087549	
	I-259917	VORPAHL FIRE & SAFETY CORP	R	12/31/2018		2,632.95CR	087549	4,517.15
2645	WI DEPT OF JUSTICE							
	I-201812268948	WI DEPT OF JUSTICE	R	12/31/2018		21.00CR	087550	21.00
6500	WI DEPT OF SAFETY AND PROF SERV							
	I-488853	WI DEPT OF SAFETY AND PROF SER	R	12/31/2018		50.00CR	087551	50.00
7710	WI HUMANE SOCIETY							
	I-1271	WI HUMANE SOCIETY	R	12/31/2018		1,239.00CR	087552	1,239.00
1181	WI PARK AND RECREATION ASSOC							
	I-201812208936	WI PARK AND RECREATION ASSOC	R	12/31/2018		399.00CR	087553	
	I-231-19	WI PARK AND RECREATION ASSOC	R	12/31/2018		750.00CR	087553	1,149.00
4012	WINTER WOOD PRODUCTS							
	I-784631	WINTER WOOD PRODUCTS	R	12/31/2018		2,388.50CR	087554	2,388.50
0300	ZARNOTH BRUSH WORKS INC							
	I-172008-IN	ZARNOTH BRUSH WORKS INC	R	12/31/2018		1,994.00CR	087555	1,994.00
5978	ZIETLOW, ANDREW							
	I-201812208938	ZIETLOW, ANDREW	R	12/31/2018		119.99CR	087556	119.99
7519	ANGELA ZILLS							
	I-201812208939	ANGELA ZILLS	R	12/31/2018		131.67CR	087557	131.67

* * T O T A L S * *

NO#

DISCOUNTS

CHECK AMT

TOTAL APPLIED

REGULAR CHECKS:

101

0.00

535,460.74

535,460.74

HANDWRITTEN CHECKS:

0

0.00

0.00

0.00

PRE-WRITE CHECKS:

0

0.00

0.00

0.00

DRAFTS:

0

0.00

0.00

0.00

VOID CHECKS:

0

0.00

0.00

0.00

NON CHECKS:

0

0.00

0.00

0.00

CORRECTIONS:

0

0.00

0.00

0.00

12/26/2018 1:19 PM

A / P CHECK REGISTER

PAGE: 10

PACKET: 06008 JAN 2019 COUNCIL - 1 1-2-18

VENDOR SET: 01

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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	12/2018	91,547.45CR
201	12/2018	2,006.78CR
291	12/2018	1,500.00CR
292	12/2018	1,500.00CR
293	12/2018	365.00CR
405	12/2018	393,035.46CR
415	12/2018	21,180.00CR
425	12/2018	4,966.49CR
601	12/2018	11,758.32CR
650	12/2018	7,601.24CR
=====		
ALL		535,460.74CR

Attachment: 12-31-18 VOUCHERS (7750 : Voucher Approval.)



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 2, 2019

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Operator License Applications.

ATTACHMENTS:

- 1-2-19 (PDF)

CITY OF DE PERE
License Committee - January 2, 2019

Previously Tabled Operator License Applications	
1	MARQUEZ, SANDRA
2	SHARKEY, BOBBIE M.
3	STILES, ALICIA M.

New Operator License Applications	
1	BRAKKE, CHELSIE G.
2	BUDHATHOKI, SAMJHANA
3	CHERNEY, BRUCE M.
4	CONN, REBECCA J.
5	LINSMEIER, JILLENA B.
6	TAMANG, NEERAJ



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 2, 2019

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Review Decision in Lutheran Church et.al v. City of De Pere and Consider Options



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: January 2, 2019

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Future Agenda Items.
