Common Council

335 South Broadway

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

Regular Meeting

Agenda

Tuesday, November 19, 2013	7:30 PM	De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **November 19, 2013** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to order

1. Roll Call

2. Pledge of Allegiance to the Flag.

3. Approval of the Minutes of the November 5, 2013 Common Council Meeting.

4. A Public Hearing authorizing Resolution #13-143, Adoption Of Tax Levy for City Purposes To Support The 2014 City Budget, will be held at 7:30 p.m.

   A. Presentation of 2014 Budget.

   B. Notice of Public Hearing.

   C. Approval of proposed 2014 Budget.

   D. After the hearing is held, Resolution #13-143, Adoption of Tax Levy For City Purposes To Support The 2014 City Budget, is presented for consideration.

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

6. Recommendation from the Board of Public Works and Finance/Personnel Committee to Approve Celebrate De Pere Request for Public Works Department Services.

7. Recommendation from the Finance/Personnel Committee to approve covering half of the police services charges at Celebrate De Pere up to a maximum of $6,000.

8. Recommendation from the Finance/Personnel Committee to accept $1,000 donation to Police Department from De Pere Christian Outreach.

9. Recommendation from the Finance/Personnel Committee to accept $250 donation from Desert Veterans of Wisconsin for the Police training room.

10. Recommendation from Finance/Personnel Committee to approve Police Department shooting range repair bid from H.J. Martin and Son, Inc.

11. Recommendation from the Finance/Personnel Committee to approve 2014 Health and Dental Renewal and Plan Design Changes.

12. Recommendation from Finance/Personnel Committee to authorize City Attorney to enter into Agreement with other parties to perfect the pledged security interest for MetJet revolving loan.

13. Ordinance #13-24, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
14. Resolution #13-144, Disallowance of Claim (David L. Noreika).
15. Resolution #13-145, Authorizing and Approving a Revocable Occupancy Permit for Dutch Boyz, LLC for Installation and Maintenance of Stairs (500 Main Avenue).
16. Resolution #13-146, Approving Revision to Use Agreement Between the State Department of Administration and the City of De Pere (Probation and Parole Space Lease)
17. Resolution #13-147, Authorizing Service Agreement with GovernmentJobs.com, d/b/a NEOGOV.
18. Resolution #13-148, Authorizing Partial Release of Utility Easement.
19. Resolution #13-149, Authorizing Release of Utility Easements.
20. Resolution #13-150, Authorizing a Product Lease Agreement with MailFinance, Inc.
21. Resolution #13-151, Approving Agreement for Consulting Services Between the City of De Pere and Utility Service Co., Inc. (Matthew Tower Inspection).
22. Discussion on Fire Department Organizational and Consolidation Feasibility Analysis Report
23. Approval of EMS notepad Air Cards for internet connection in the ambulances
24. Approval to move forward with Dispatch to EMS Billing software interface
25. Operator License Applications
26. Voucher approval.
27. Future agenda items.
28. Adjournment.

Larry 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.

Mayor, Alderpersons
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
David L. Noreika
Gerald G. Van Dyn Hoven
Daniel J. Roarty
Brenda Gauger
Ron Scherwinski
Mike Selner
Doreen Phillips

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 19, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the November 5, 2013 Common Council Meeting.

ATTACHMENTS:

- Minutes Council 11-05-2013 City of De Pere (DOCX)

Common Council

335 South Broadway

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

Regular Meeting

Draft Minutes

Tuesday, November 5, 2013 | 7:30 PM | De Pere City Hall Council Chambers

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

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

2. Pledge of Allegiance to the Flag. The Council said the Pledge of Allegiance.

3. Approval of the Minutes of the October 15, 2013 Common Council Meeting.

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

4. Public comment upon matters not on the agenda or other announcements. None.

5. Fire Department Organizational Analysis Report Presentation.
Chief Jeffrey Roemer presented the Fire Department Organizational and Consolidation Feasibility Analysis Report to the Council.

   Mayor Walsh stated that this was an informational meeting only and welcomed any comments and questions from the Council. There were no questions.

6. Recommendation by the Plan Commission to approved the Precise Implementation Plan (PIP) for multi-family development at WD-D0021 (Scheuring Rd).

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

7. Recommendation by the Plan Commission to approve as CSM Application for a 2 lot CSM and dedication for road right of way for parcel ED-344-102.

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

8. Recommendation from the License Committee to approve application for a Class "B" Beer & "Class B" Liquor License for Pomodoro Restaurant & Pizza, 101 Fort Howard Ave., De Pere, WI. Submitted by Pomodoro Restaurant & Pizza, Inc., Agent: Jeremiah Clearwater, 2263 Samantha St., #24, De Pere, WI 54115.

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

9. Recommendation from the License Committee to approve Application for a 6 month Class “B” Beer Liquor License for Deacon Hockey, 1450 Fort Howard Ave., De Pere, WI 54115. Submitted by De Pere Deacons Hockey Team, Inc., Agent: David E. Lepp, 1403 Quinnette Ln., De Pere, WI 54115.

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

10. Recommendation from Board of Park Commissioners to approve donation from Jim Kneiszel to construct Junior Disc Golf Course in Legion Park.
Alderperson Kneiszel stepped down to act as a citizen and to take questions from the Council. Alderperson Crevier moved, seconded by Alderperson Heuvelmans to open the meeting. Upon vote, motion carried unanimously. Alderperson Kneiszel answered the Council's questions. Alderperson Crevier moved, seconded by Alderperson Rafferty to close the meeting. Upon vote, motion carried unanimously. Parks Director Marty Kosobucki answered additional questions from the Council.

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Michael Donovan, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Heuvelmans, Rafferty
ABSTAIN:	Jim Kneiszel
EXCUSED:	Larry Lueck

11. Recommendation from the Board of Park Commissioners to accept donation from Eagle Scout for improvements around two Service Club signs in De Pere.

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

12. Recommendation from the Board of Park Commissioners to approve $500 donation from SAY Soccer.

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

13. Ordinance #13-23, Creating §7-11(a)(4) De Pere Municipal Code Regarding Storage and Display of Wine Class A Licensed Premises.

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

14. Resolution #13-138, Authorizing Agreement Regarding an Option to Purchase Certain Between the City of De Pere and 4 Forte, LLC.

RESULT:	**REFERRED BACK TO STAFF [UNANIMOUS]**
MOVER:	Michael Donovan, Alderperson
SECONDER:	Bob Heuvelmans, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Rafferty
EXCUSED:	Larry Lueck

15. Resolution #13-139, Extending for an Additional Six Months the Moratorium on Issuance of Sign Permits for Erecting, Constructing, Enlarging or Structurally Modifying Permanent Off-Premise Signs.
    Discussion followed.

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

16. Resolution #13-140, Approving Agreement Between the City of De Pere and De Pere Select Soccer Club Incorporated Regarding Improvements to Temporary Soccer Field at Southwest Park.

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

17. Resolution #13-141, Authorizing Amendment to Cost Share Agreement with the Department of the Army (De Pere Earthen Dam Study).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Heuvelmans, Kneiszel, Rafferty
EXCUSED:	Larry Lueck

18. Resolution #13-142, Opposing SB 349, Preempting Municipal Authority to Regulate Water Quality and Quantity, Air Quality, Use of Explosives, Borrow Pits Associated with DOT Construction Projects, and Nonmetallic Mining.

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

19. Voucher Approval.

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

20. Operator License Applications.

	CITY OF DE PERE - NOVEMBER 5, 2013				
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
	PREVIOUSLY TABLED OPERATOR LICENSE APPLICATIONS				
1	NOEL, GREGORY W.	995 ST. ANTHONY DR.	DE PERE	WI	54115
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERIOD					
1	CAFLISCH, JOSHUA L.	6710 DEUSTER RD.	GREENLEAF	WI	54126
2	CLEARWATER, MIA M.	2263 SAMANTHA ST., #24	DE PERE	WI	54115
3	CLOSSON, DEAN A.	527 N. ERIE ST.	DE PERE	WI	54115
4	CRAWFORD, RODRICK J	132 1/2 S. BROADWAY ST	DE PERE	WI	54115
5	DEBEUKELAR, ERIC J.	834 KILLARNY TR.	DE PERE	WI	54115
6	GREEAR, GRETCHEN T.	100 GRANT ST.	DE PERE	WI	54115
7	HENDRA, STACEY N.	815 LEWIS ST., #2	DE PERE	WI	54115
8	KIMBLE, JOSEPH R.	474 N. GOOD HOPE RD.	DE PERE	WI	54115
9	MCARDLE, CRYSTAL M.	1371 PONDEROSA AVE.	GREEN BAY	WI	54313
10	ROSS, BARBARA	227 BRYAN ST.	GREEN BAY	WI	54301
11	SCHMITZ, JENNIFER M.	1221 S. IRWIN ST.	GREEN BAY	WI	54301
12	SKELDING, DELANEY A	620 N. 10TH PLACE	BLACK RIVER FALLS	WI	54615
13	STILLMAN, ZACHARY F.	1250 DOTY ST., UPPER	GREEN BAY	WI	54301
14	WAUTERS, AMY L.	3618 COLLEGIATE WAY	NEW FRANKEN	WI	54229
15	ZAHN, KRISTOPHER M.	638 BUTLER ST.	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Boyd to approve Previously Tabled Operator License #1 for Gregory W. Noel. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Heuvelmans to approve Operator License Applications #1-3, 5-15 and to table Operator License #4. Upon vote, motion carried unanimously.

21. Future agenda items. None.

22. Establish City Administrator 2014 Salary.
Alderperson Crevier moved, seconded by Alderperson Kneiszel to enter into closed session at 8:08 p.m. Upon roll call vote, motion carried unanimously.

Alderperson Donovan moved, seconded by Alderperson Crevier to return to open session at 8:52 p.m. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Crevier to approve a 2% wage increase for the City Administrator. Upon vote, motion carried 6-1 with Alderperson Heuvelmans voting nay.

23. Adjournment. Alderperson Bauer moved, seconded by Alderperson Rafferty to adjourn the meeting at 8:53 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 19, 2013

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: After the hearing is held, Resolution #13-143, Adoption of Tax Levy For City Purposes To Support The 2014 City Budget, is presented for consideration.

Memo coming.

ATTACHMENTS:

- Reso13-143 (DOCX)
- 2014BudgetMemo (2) (DOCX)

RESOLUTION #13-143

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2014 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2014 City Budget; and

WHEREAS, a public hearing regarding proposed 2014 City Budget was held on November 19, 2013; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2014 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

> That the De Pere Common Council hereby approves the 2014 Budget as presented; further the Common Council adopts a total 2013 property tax levy to support the City's 2014 Budget and that this levy be further apportioned according to the following: General Fund ($7,751,565); Debt Service ($1,500,164); Capital Projects ($1,541,276); and Local Levy TID Districts ($679,341).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2013.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

To: Honorable Mayor and Members of the City Council
From: Joe Zegers, Finance Director
Date: November 14, 2013
Subject: 2014 Budget Amendment Documents

There are three changes to the 2014 Executive Budget that was distributed to you on October 30th, 2013. The first change involves the debt service fund levy decreasing $53,875 due to lower estimated 2014 borrowing. As a result, the debt service levy is now $1,500,164 instead of the prior estimated amount in the Executive Budget of $1,554,039. The second change is the City's portion of the TIF levy has been adjusted from the estimated amount of $632,911 to $679,341 due to finalized TIF equalized values recently received from the Wisconsin Department of Revenue. These changes decreased the total levy from $11,479,791 to $11,472,346. The third change involves the City's assessed value. The State of Wisconsin has now finalized the assessed valuation at $1,813,900,500 which increased from the prior estimate of $1,806,712,987. This decreased the City property tax mill rate to $6.3247 from our previous estimate in the Executive Budget of $6.3540 and results in a 2.48% increase from last year's tax rate of $6.1717.

Should you have any questions on this feel free to call or email me. I will also be present at the Council meeting on November 19th to answer any questions you may have.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2013**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works and Finance/Personnel Committee to Approve Celebrate De Pere Request for Public Works Department Services.**

ATTACHMENTS:

- Celebrate 2014 Letter to Public Works (DOC)
- Celebrate De Pere 110513 (DOC)

The Celebrate Committee, Inc.

Organizers of

Celebrate De Pere

905 George Street #138
De Pere, WI 54115
www.celebratedepere.com

September 30, 2013

City of De Pere
Department of Public Works
Attn: Scott Thoresen, Director of Public Works Department
925 S. Sixth Street
De Pere, WI 54115

Dear Mr. Thoresen:

We, The Celebrate Committee, Inc., in our continuing effort to put on a festival that will showcase our City would like to petition the Public Works Department for the following services for the "Celebrate De Pere" 2014 festival:

1. Put up and take down the fence that surrounds the perimeter of Voyageur Park. The posts and orange fencing are stored at our storage shed (Heritage Lake Storage, located on Mid-Valley Drive, De Pere). The install would need to be done on Thursday, May 22nd, and Friday, May 23rd, with take down done on Tuesday, May 27th. We would also ask the Public Works Department to pickup and bring back these materials from our storage shed.
2. We would also need our front gate items and a pallet of electrical items to be delivered to Voyageur Park from our storage shed the morning of Thursday, May 22nd, and brought back on Tuesday May 27th.
3. Provide trash barrels to Voyageur Park. The Celebrate Committee Inc. will furnish the plastic trash bags.
4. Provide a 55-gallon drum to Voyageur Park to be used to dump any hot coals in.
5. Install the banner over Reid Street. The Celebrate Committee, Inc. will provide the banner. The Celebrate Committee, Inc. will also obtain the necessary permit.
6. We ask that these items be included along with the items that are included in the standard contract we signed with the Parks Department last year.

Members of our staff will be on vacation and available on Thursday, May 22nd, Friday, May 23rd and also on Tuesday, May 27th to assist your staff. The Celebrate Committee Inc. would like to thank the Public Works Department and the Parks Department in advance for all their help in making the 2013 a successful event. It was greatly appreciated! Attached is a letter outlining the recipients and dollar amount raised from the 2013 festival.

Thanking you in advance;

The Celebrate Committee, Inc.
Organizers of "Celebrate De Pere"

City of De Pere
Public Works Department   Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works Committee
From: Scott J. Thoresen, Director of Public Works
Date: November 5, 2013
Subject: Consider Celebrate De Pere Request

Celebrate De Pere is requesting the City's street department to assist with setting up for their event for 2014.

The estimated costs for the street department is based on the proposed 2014 hourly wages and was based on set up and take down time we had for the 2013 event:

Labor:

4 Employees for three (3) days –

1 – Sign Maintenance Employee	25.17 x 24 hrs	$	604.08
35% Fringe Benefit	$8.81 x 24 hrs.	$	211.44
3 – Truck Drivers	$24.71 x 3 = $74.13 x 24 hrs.	$	1,779.12
35% Fringe Benefit	$8.65 x 3 = $25.95 x 24 hrs.	$	622.80
	Total Labor	$	3,217.44

Equipment:

1 – Bobcat for 8 hrs.	$81.86 x 8 hrs.	$	654.88
2 – 1 Ton Dump Trucks for 3 days	$10.62 x 2 = $21.24 x 24 hrs	$	509.76
1 – Trailer for 8 hrs.	$10.70 x 8 hrs	$	85.60
	Total Equipment	$	1,250.24
	Sub-Total	$	4,467.68
10% Administration Fee		$	446.77
	TOTAL	$	4,914.45

If you have any questions on this matter please feel free to contact me.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**November 19, 2013**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from the Finance/Personnel Committee to approve covering half of the police services charges at Celebrate De Pere up to a maximum of $6,000.**

The City of De Pere has a great event each year that starts off the summer with a celebration of veterans, non-profit groups and vendors in a carnival and music oriented atmosphere called Celebrate De Pere. As we know, the event is run by dedicated volunteers and staff and each year it goes well. Net monies are then distributed to various organizations in the Green Bay area. In that frame of mind, the Celebrate committee has requested the City of De Pere forgive all of the costs of police services at the event for 2014.

Historically, the committee has fully paid for policing services and at times even made a few donations back to the police department and others on top of the regular costs. The costs for providing policing services to the event had at one time risen to almost $14,000 for the numbers off-duty officers requested. A few years ago, the committee started requesting that the City waive half the costs of the policing services. The police department also started using different scheduling techniques to reduce the overall costs about $4,000. However, the cost to provide adequate police presence has perpetually risen. Those costs today are about $11,500. Celebrate currently pays half the amount, or about $5,750 per year, for full on-site police services. The police service includes escorts, money transfers, site and vendor security, employee supervision, emergency preparedness, crowd control, event pre-planning, etc.

For your information, the city budget was prepared prior to submission of this request by the committee. No funds have been identified to cover this request except for the police overtime line item. The anticipated overtime costs in the account will experience a negative effect if the police department has to cover all the costs.

I recommend not honoring the request at this time. If the council wishes to grant the 2014 exception, or a future request, the police budget would need to be adjusted to reflect the council's decision. Money would need to be identified in other parts of the overall budget to cover the costs, otherwise a different police program would have to be reduced. Almost 9% of the police overtime budget for 2014 would go toward the Celebrate Event.

If you have any questions about this information, please contact me at 339-4075 at your convenience.

ATTACHMENTS:

- 2014 Letter to City Council (DOC)

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

HISTORY:

11/12/13 **Finance/Personnel Committee ADOPTED**

The Celebrate Committee, Inc.

Organizers of

Celebrate De Pere

905 George Street #138
De Pere, WI 54115
www.celebratedepere.com

September 30, 2013

City of De Pere
Attn: Members of the City Council
335 S. Broadway
De Pere, WI 54115

Dear Council Members;
We, members of "The Celebrate Committee, Inc. Board of Directors" and the organizing committee would like to thank you for your past support regarding the Celebrate De Pere festival. Your support has enabled us to achieve continued success this past year. Attached is a breakdown listing the non-profit recipients and the total dollar amount the 2013 Celebrate De Pere festival raised for the area non-profit groups. The Celebrate Committee, Inc. is again soliciting your support for the 2014 "Celebrate De Pere" Memorial Day weekend festival.

For the 2014 event, The Celebrate Committee, Inc. is asking the City of De Pere to cover the items outlined in the letter addressed to the Department of Public Works along with the entire De Pere Police invoice. The invoice for the 2013 festival totaled $11,497.75, with the City and TCCI each contributing $5,748.88. TCCI feels we have proven ourselves over the past years, coupled with rising costs and increased difficulty in garnering sponsorships we are asking the City for additional support.

Your support and attention to this matter is greatly appreciated. The Celebrate Committee, Inc. will have members in the audience to answer any questions and/or concerns any alderperson may have.

Sincerely;
The Celebrate Committee, Inc.
"Organizers of Celebrate De Pere"

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**November 19, 2013**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from the Finance/Personnel Committee to accept $1,000 donation to Police Department from De Pere Christian Outreach.**

The police department has received a donation of $1,000 from the De Pere Christian Outreach for use by the department. The use of this donation has not yet been precisely determined, but we are considering a portable video camera for the detectives to use during home or field interviews and a small laptop computer for use at crime scenes and other field activities.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

HISTORY:

11/12/13 **Finance/Personnel Committee ADOPTED**

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**November 19, 2013**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation from the Finance/Personnel Committee to accept $250 donation from Desert Veterans of Wisconsin for the Police training room.**

The De Pere Police Department is currently re-doing the old department fitness room into an area for hands on training better known as Defense and Arrest Tactics or DAAT. The room will allow us to do DAAT training on a more regular basis and become more effective with arrests and officer survival.

We have received an additional donation to help fund the DAAT room matting for the walls that the original donations did not cover entirely.

The Desert Veterans of Wisconsin has donated $250 towards this effort.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

HISTORY:

11/12/13	Finance/Personnel Committee ADOPTED

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 19, 2013

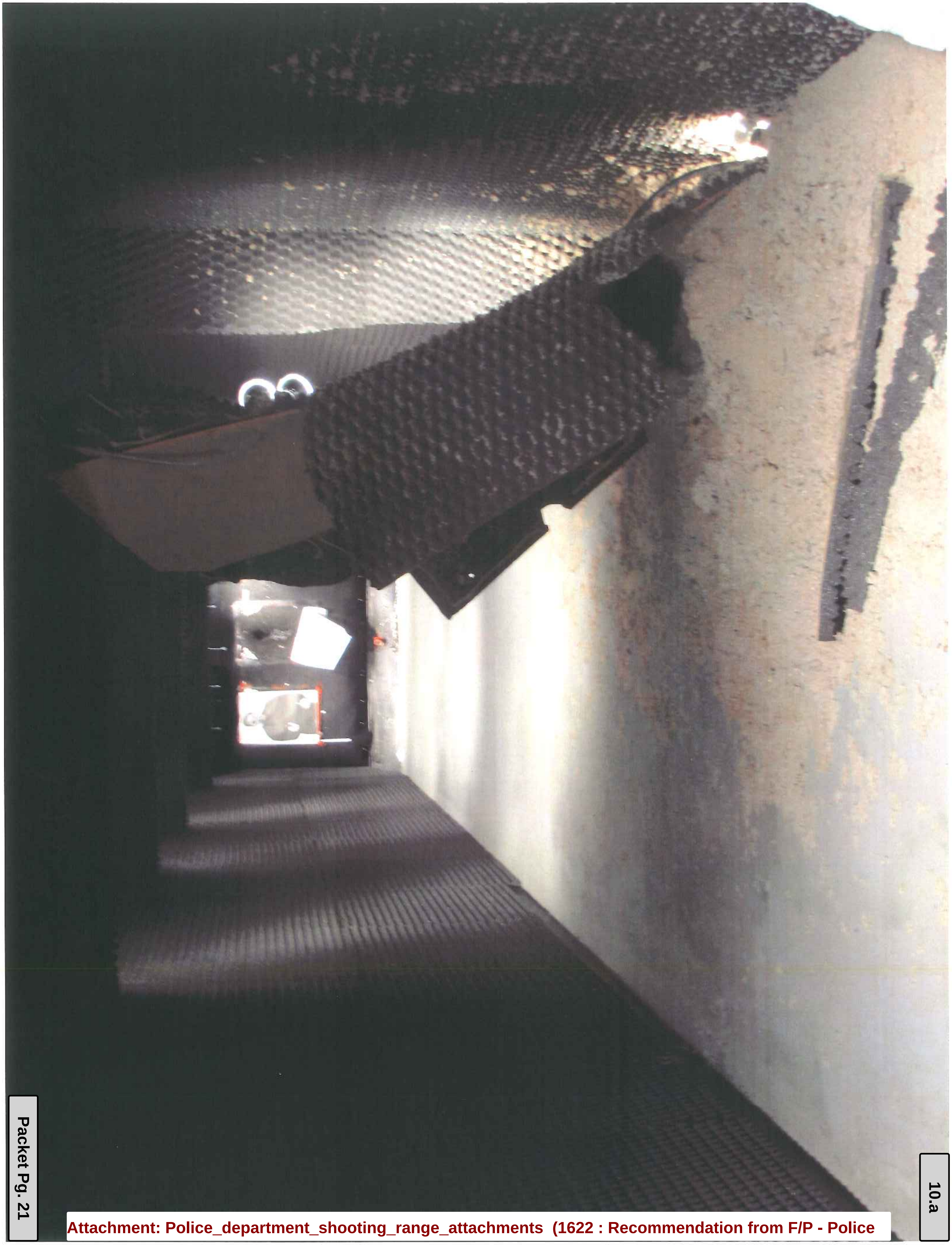
DEPARTMENT: Building Department

FROM: David Hongisto

SUBJECT: Recommendation from Finance/Personnel Committee to approve Police Department shooting range repair bid from H.J. Martin and Son, Inc.

ATTACHMENTS:

- Police_department_shooting_range_attachments (PDF)
- Police Department shooting range memo (PDF)



TECTUM INC
The Noise Control Solution

TECTUM Acoustical Walls

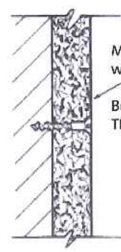
Tectum Interior Wall Panels offer an effective, permanent and attractive solution for any kind of activity that produces undesirable noise levels within an enclosed space. They are abuse resistant and are able to withstand the impact of thrown or kicked balls in gyms, yet are lightweight.

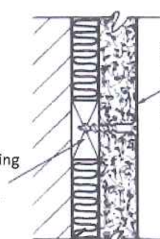
Tectum acoustical wall panels are easy to install in new construction and in existing buildings for effective sound control. Up to 1.00 NRC can be achieved. Furring strips installed horizontally (when using vertical panels) are recommended and should be a maximum of 24" o.c. when using 1" thick panels.

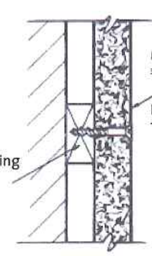
SIZES, FINISHES

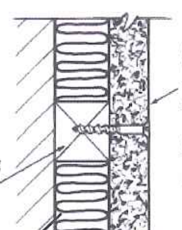
Tectum Interior Wall Panels are available 1", 1 ½" and 2" thick in widths of 23 ¾", 31 ¾" and 47 ¾" with long edges beveled. 1 ½" and 2" panels are also available with T&G edges in widths of 23", 31" and 47" for interlocking continuous paneling. All panels are available in 48" - 144" lengths and are field machinable.

Factory finish is in natural, painted white or custom colors and can easily be field painted without losing their acoustical efficiency.









TECTUM INC
The Noise Control Solution

P.O. Box 3002
Newark, OH 43058

105 S. 6th St.
Newark, OH 43055

TECTUM INC

The Noise Control Solution

TECTUM ACOUSTICAL PERFORMANCE

TECTUM WALL PANELS

SOUND ABSORPTION COEFFICIENTS

Panel Type	125	250	500	1000	2000	4000	NRC	Mounting
1"	.06	.13	.24	.45	.82	.64	.40	A
1"	.07	.15	.36	.65	.71	.81	.45	D-20
1"	.16	.43	1.00	1.05	.79	.98	.80	C-20
1"	.32	.70	1.09	.93	.76	.94	.85	C-40
1 ½"	.07	.22	.48	.82	.64	.96	.55	A
1 ½"	.15	.26	.62	.83	.70	.91	.60	D-20
1 ½"	.24	.57	1.17	.87	.93	.87	.90	C-20
1 ½"	.40	.84	1.18	.84	.94	.88	.95	C-40
2"	.15	.26	.62	.94	.62	.92	.60	A
2"	.15	.36	.74	.82	.82	.92	.70	D-20
2"	.24	.67	1.14	.87	1.06	.96	.95	C-20
2"	.42	.89	1.19	.85	1.08	.94	1.00	C-40

TECTUM PRODUCT

Panel Type	Nominal Thickness (inches)	Actual Size (inches)	Edge Detail	Factory Finish	Light Reflectance	Flame Spread	Weight LBS/SF 1"	1 ½"	2"
Standard Tectum Interior Panels	1, 1 ½, 2	Widths: 23 ¾, 31 ¾, 47 ¾ Lengths: 48 to 144	Long Edges Beveled	White, Natural, Custom Colors	.75 / .60	0-25	1.63	2.53	3.3
	1 ½, 2	Widths: 23, 31, 47 Lengths: 48 to 144	T&G Edges Square Ends	White, Natural, Custom Colors	.75 / .60	0-25		2.53	3.3
Kerfed Wall Panels	1	Width: 23 ¾ Length: 48 to 144	BKR, Bevel, Kerfed, Rabbeted Square Ends	White, Natural, Custom Colors	.75 / .60	0-25	1.63		
V-line Interior Panels	1, 1 ½, 2	Widths: 23 ¾, 31 ¾, 47 ¾ Lengths: 48 up to 144	Long Edges Beveled	White, Natural, Custom Colors	.75 / .60	0-25	1.63	2.53	3.3

ENVIRONMENTAL INFORMATION

The wood fibers (excelsior) used in Tectum panels come from Wisconsin Aspen trees. The Wisconsin Aspen is a self-propagating type tree. When cut, a new tree will begin to grow back from its root structure. In addition, all Wisconsin Aspen used for Tectum is air-dried. No drying kilns are used. The wood is stored in ranks to age naturally. No chemicals are used in the production of any excelsior purchased by Tectum Inc.

All excelsior used in Tectum products comes from a single source that is affiliated with both the Forest Stewardship Council (FSC) and the Sustainable Forestry Initiatives (SFI) programs. These programs are a comprehensive system of objectives and performance measures that integrate the perpetual growing and harvesting of trees with the protection of wildlife, plants, soil and water quality. All loggers are trained to adhere to FSC and SFI principles.

Magnesium oxide is mixed with magnesium sulfate (Epsom salts) to form the primary binder. The magnesium sulfate solution has been manufactured on site by reclaiming waste materials since production began in 1949. The secondary binder is composed of sodium silicate and calcium carbonate (limestone). All of the water used in the manufacture of Tectum is captured and recycled.

TECTUM PRODUCTS AND LEED

Tectum Inc. fully endorses the LEED Green Building Rating System.

Our products may contribute to the following LEED credit areas:

- EA Prerequisite 2: Minimum Energy Performance
- EA Credit 1: Optimized Energy Performance
- MR Credit 2: Construction Site Waste Management
- MR Credit 4: Recycled Content
- MR Credit 5: Regional Materials
- MR Credit 6: Rapidly Renewable Resources
- MR Credit 7: Certified Wood
- EQ Prerequisite 3 (LEED for Schools): Minimum Acoustical Performance
- EQ Credit 3.1 and 3.2: Construction IAQ Plans
- EQ Credit 4.1: Low-Emitting Materials, Adhesives and Sealants
- EQ Credit 4.4: Low-Emitting Materials, Composite Wood & Agrifiber Products
- EQ Credit 10 (LEED for Schools): Mold Prevention
- EQ Credit 11 (LEED for Schools): Low-Impact Cleaning and Maintenance Equipment Policy
- ID Credit 1: Innovation in Design

Tectum products are listed in the GreenSpec Directory** published by Building Green from the editors of Environmental Building News.

For complete information about Tectum products and LEED, please see our Marketing Bulletins M-81 (Tectum Products and LEED Certification) and M-83 (Tectum Products and LEED Q & A) or our Environmental Statement. All of these materials are available online at www.tectum.com/leed.

08/12 Pub. #T102

VerHalen Commercial Interiors
Creating solutions that work.

VerHalen Commercial Interiors
500 Pilgrim Way
Green Bay, WI 54304
Phone: 920.431.8900 - Fax: 920.431.8901
www.verhaleninc.com

BID PROPOSAL

11/28/2012

PROPOSAL SUBMITTED TO			PHONE		BID DATE
City of De Pere			FAX		10/3/13
			EMAIL		
JOB NAME			JOB LOCATION		
De Pere Police Station - Firing Range			De Pere, WI		
	DATE OF PLANS		PREVAILING WAGE	SALES TAX	MBE/WBE
Att: David Hongisto	Base Bid	N/A	Union	Yes	No
	Addenda	N/A			

TOTAL BASE BID	$	16,900

BID ALTERNATES				
ALT #1	Deme existing ceiling - cuomster provided by VCI	Add	$	2,800.00

QUALIFICATIONS

VerHalen to provide suspended metal stud framing in firing range (12' x 100'). Attach 2"- 2' x 12' Tectum Panel (unpainted) to suspension system. Additonally (8) 2' x 12' vertical drops. Also to include removal of 12' x 20' area of existing carpet.

This proposal is valid for (30) thirty days and void thereafter. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

BID SUBMITTED BY			
Dale Palubicki		Dale J. Palubicki	
PHONE	920.431.8995	EMAIL	dpalubicki@verhaleninc.com
FAX	920.431.8901	MOBILE	920.680.1765

Retail Store Fixture Installation
Carpeting
Vinyl Flooring
Hardwood Flooring
Ceramic & Quarry Tile
Access & Computer Floors
Demountable Partitions
Floor Care Maintenance
Acoustical Tile
Industrial Noise Control

h.j. Martin and son, inc.
320 S. Military Ave.
P.O. Box 11387
Green Bay, WI 54307-1387
Phone: (920) 494-3461 FAX: (920) 494-4177
INTERIOR BUILDING SPECIALIST
ESTABLISHED 1931

Glass of all Types
Aluminum Store Fronts & Windows
Veneer & Insulated Panels
Shower Enclosures
Metal Studs, Drywall & Taping
Exterior Insulation Finish Systems
Hollow Metal & Hardware
Rolling & Folding Grilles
Toilet Partitions

Quote No. 75320TB

Name of Job: **DE PERE SHOOTING RANGE** Date: **10/30/13**

Location: **DE PERE, WI** **PHONE:**

Submitted to: **DAVID HONGISTO** **FAX:**

Subject to all terms and conditions herein contained, we submit the following proposal. If combination bids are desired, please call and request special pricing.

We propose to furnish and install the following:

FOR THE SUM OF: $17,562.00

Included:

- **Demo and disposal of existing acoustic pad on ceiling, plywood and blow-in insulation**
- **Demo of existing carpet**
- **HJ Martin to provide a dumpster**
- **Installation of unpainted 2" tectum on the ceilings and front of hanging baffles**
- **The tectum on the ceilings is to be installed on a suspended drywall grid system**

Excluded:

- **Night work**

Tax Not Included
If you have any questions, please call Tim Boland at 920-490-3123.

If the contract is acceptable, please sign and fax back so we can process the order.

This proposal may be accepted within 30 days of its date, and will become a binding contract upon such acceptance by purchaser subject to review by seller. Please contact us for confirmation if time runs beyond 30 days.

There are no representations, promises, warranties or agreements, not expressed herein. This agreement includes the matters set forth on the reverse side hereon.

TERMS OF PAYMENT: NET 15 DAYS - without discount on all work started and completed in one calendar month. On all other work: On the 10th day of each month, the full contract price of all materials and labor furnished during the preceding month. All amounts not paid when due shall be subject to a service charge of 1-1/2 percent per month. If the work is temporarily interrupted or its completion delayed by you, said balance shall become due and payable 10 days thereafter.

Accepted ______________________, 20 ___ H.J. MARTIN & SON, INC.

By ______________________ (Purchaser) By Tim Boland (Seller)

memo

City of De Pere – Building Inspection Department

To:	Mayor Mike Walsh Members of the City Council
From:	David R. Hongisto, Building Inspector
Date:	11/13/2013
Re:	Award of Police Department shooting range acoustical repair bid to H.J. Martin & Son, Inc.

There is a shooting range in the basement of the Police Department that recently had sections of the ceiling cave in. The ceiling was constructed decades ago with underlayment screwed into metal I joists that was covered with blown in cellulose insulation. An acoustical foam was applied to the underside for sound proofing. (Please see attached photograph). Other areas of the ceiling are also on the verge of collapsing.

It is not wise or economical to try to repair the ceiling. The best remedy is to completely remove the entire ceiling of the shooting range and replace it with new materials. I have checked with local insulation companies and architects for specialized sound proofing products and have been advised that the use of "Tectum Acoustical Panels" will fit the needs of the shooting range.

I have received the following bid proposals to remove the old ceiling and insulation and install the Tectum Panels:

VerHalen Commercial Interiors	$19,700.00
H.J. Martin & Son, Inc.	$17,562.00

The Finance Committee at its November 12, 2013 meeting recommended that the project be awarded to H.J. Martin & Son, Inc.

Feel free to contact me at dhongisto@mail.de-pere.org or at my office (339-4053) or my cell phone (660-0302) if you have any questions.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 19, 2013

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from the Finance/Personnel Committee to approve 2014 Health and Dental Renewal and Plan Design Changes.

ATTACHMENTS:

- changes in stop loss carriers to Council and dental rates (DOCX)
- recommendations memo to council on health and dental rates (DOCX)
- Copy of Dental rate comparison (2) (XLSX)

Memo City of De Pere

To: Common Council
From: Shannon Metzler, Human Resources Director
RE: Stop Loss Carrier & Dental Premiums
Date: November 14, 2013

At the November 13, 2013 Finance/Personnel Committee meeting it was communicated that changing to ING as a stop loss carrier would save $5,000 vs. staying with Humana as a stop loss carrier. Apparently the opposite is true. We will save $5,000 by staying with Humana as a stop loss carrier vs. switching to IMG. Therefore, I recommend keeping Humana as our stop loss carrier. Sorry for any confusion.

It was approved at the meeting to increase the family dental premium to 85% over a three year period and decrease the City's single dental premium from 87% to 85% in 2014. The chart below outlines the premium rates for employees and the City for each year. For years 2015 and 2016, the standard yearly increases are not factored in as those rates are not known yet.

	Current Rates		5% Increase
	Current City Contribution	Current Employee Contribution	Increased Rates
Single	$30.00 (87%)	$4.53	$36.26
Family	$30.00 (29%)	$74.99	$110.24

	2014				2015				2016			
	Proposed Percentage	Proposed City Contribution	Proposed Employee Percentage	Proposed Employee Contribution	Proposed City Percentage	Proposed City Contribution	Proposed Employee Percentage	Proposed Employee Contribution	Proposed City Percentage	Proposed City Contribution	Proposed Employee Percentage	Proposed Employee Contribution
Single	85%	$30.82	15%	$5.44	85%	$30.82	15%	$5.44	85%	$30.82	15%	$5.44
Family	48%	$52.92	52%	$57.32	67%	$73.86	33%	$36.38	85%	$93.70	15%	$16.54

Memo City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
RE: Consideration of 2014 Health and Dental Renewal and Plan Design Changes
Date: November 7, 2013

Medical Insurance

As we approach the New Year, it is time to set our funding levels and premiums for our health insurance plan for 2014. In preparation for our 2014 renewal, we obtained quotes from other Third Party Administrators (TPA) and Stop Loss carriers. We received very competitive quotes from UMR for TPA services and from ING for stop loss coverage. This competition gave Humana incentive to lower the increase they offered in their initial renewal, making it reasonable and more affordable. However, even with Humana's revised renewal offer, the offer from UMR/ING could save the City approximately $90,000 in stop loss premium and administration costs (fixed costs) for the year. This is approximately a 5% total savings to our costs.

Both UMR and ING are solid companies with excellent reputations in the insurance industry. UMR is owned by United Healthcare (UHC), giving them access to UHC's provider networks, which could provide a savings on our claims expense. However, in order to access the UHC network, we must meet certain plan requirements, which means we would need to slightly modify our plan design (primarily to the out-of-network benefits). What that means is that we would need to have a higher out of network deductible. The out of network deductible must to be at least $251 higher than in-network deductible. Currently, the deductible for in and out-of-network are the same; however, the level of co-insurance provided varies. The in-network co-insurance is 80% and out-of-network is 60%. So, instead of having a $3,000 family deductible both in and out-of-network, the out-of-network deductible would need to be $3,251 or higher.

Although the cost savings is significant, making this change will cause disruption to participants in the health plan. The UHC network offered through UMR is similar to the network we have available through Humana. Both networks include Bellin, Prevea and Aurora, and both are nationwide networks. However, there may be differences in some of the independent providers, which could cause disruption to employees. In addition, although the three major provider systems in this area are in both networks that may not be the case in other states so there could be a bigger disruption to retirees living out of state.

In addition, Humana has been a partner of the City, serving the City's employees and retirees for many years, and is a significant tax payer to the City. In talking with our consultant, some employers will consider changing third-party administrators for a 5% savings, while many will not consider making a change unless there was a10% savings or more.

Regardless of the TPA or Stop Loss carrier the City chooses, we would recommend making changes to our plan and have calculated our 2014 medical rates, using the Humana renewal numbers.

Medical Plan Design Changes

- Change the prescription drug copays from $10/$10/$20 to $10/$20/$40.
- Change the retail supply limit from a 60 day supply per copay to a 30 day supply per copay.
- As a result of the Affordable Care Act, we are required to have an out of pocket limit on our prescription drug copays. Humana's recommendation is a $2,000 out-of-pocket.
- Cover routine vision exams at 100% every two years.

Medical Renewal Rates

The overall recommended increase to our overall medical funding is approximately 10%. Using this increase, the new rates will be as follows:

	Current	Renewal
Single	$614.44	$675.88
EE+1	$1,143.58	$1,257.94
Family	$1,875.05	$2,062.56
Retiree Single under 65	$626.72	$689.39
Retiree EE+1 under 65	$1,166.45	$1,283.10
Retiree Family under 65	$1,913.16	$2,104.48
Medicare Single over 65	$307.08	$337.79
Medicare Two over 65	$583.21	$641.53
Medicare one over one under 65	$769.85	$846.84

Dental Insurance
The City's dental plan has been in place and remained unchanged for many years, making some of the provisions outdated and not in line with other employers in our area. Based on surveys of area employers, we recommend several changes to the dental plan design and a change in the City's contribution to the dental premium.

Dental Plan Design Changes

- Cover Major services at 50% vs. 80%
- Change Annual Maximum to $1,250 vs. $1,000
- Cover routine/preventive at 100% (no deductible), vs. 80% (with deductible)
- Add coverage for sealants for children
- Cover Nitrous Oxide
- Cover composite resin (white) fillings on all teeth vs. for just the smile line
- Separate orthodontia maximum from annual maximum and change to lifetime orthodontia maximum of $1,500

Although most of the changes above improve the plan, there would be an overall plan savings of approximately 6%, which equates to approximately $5,500. This is due to the change in major services from 80% coverage to 50% coverage. The savings for this change is greater than the combined cost of all the enhancements.

Dental Plan Year
In addition, to align with our medical plan, we recommend changing from a "plan year" to a "calendar year" for our dental plan. This means the deductible and benefit maximum accumulation will begin again on January 1, instead of June 1, and go through the entire calendar year.

Dental Rates and Contributions
Our consultant, McClone, recommends we increase our dental rates by 11% beginning January 1, 2014. However, with the 6% savings noted above, the increase to the rates would actually be 5%. Currently the City pays $30/month toward the employee's dental premium for single or family coverage. This equates to approximately 87% of the single rate and 29% of the family rate. As shown in the attached, this varies drastically from other employers are paying for the family rate. We are in line for what the City pays for the single rate. Outlined below is an example of what they rates would be if they City paid 85% of the premium for both single and family. This matches what the City pays for health insurance. This would increase the City's portion of the plan costs by about $60,000. We do not have money budgeted to change the rates to 85%, but the City may want to consider incrementally increasing the amount over the next few years.

Current Monthly Rates	Current Employer Contribution	Current Employee Contribution
Single - $35.22	$30	$5.22
Family - $107.09	$30	$77.09

Renewal Monthly Rates	85% Employer Contribution	15% Employee Contribution
Single - $36.98	$31.43	$5.54
Family - $115.75	$98.38	$17.36

City of De Pere

Dental Rate Comparisons

Wipfli Benefits Survey - June, 2013

All Employers (25)	Single	Family
Average Monthly Rate	$37.34	$115.16
Average Percent Paid by Employer	65%	58%

Public Employers (17)	Single	Family
Average Monthly Rate	$38.36	$122.44
Average Percent Paid by Employer	71%	60%

Private Employers (8)	Single	Family
Average Monthly Rate	$35.31	$101.62
Average Percent Paid by Employer	50%	54%

Surrounding Public Sector Entities

	Allouez		Ashwaubenon		Green Bay		Brown County	
	Single	Family	Single	Family	Single	Family	Single	Family
Monthly Rate	$32.40	$106.51	$37.40	$113.06	$38.72	$117.66	$38.40	$108.27
Percent Paid by Employer	95%	95%	90%	90%	87.5%	87.5%	92.5%	92.5%

	City of De Pere	
	Single	Family
Monthly Rate	$35.22	$107.09
Percent Paid by Employer	87%	**29%**

Attachment: Copy of Dental rate comparison (2) (1595 : Recommendation from F/P 2014 Health and

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2013**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Recommendation from Finance/Personnel Committee to authorize City Attorney to enter into Agreement with other parties to perfect the pledged security interest for MetJet revolving loan.**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 19, 2013

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Ordinance #13-24, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

ATTACHMENTS:

- Ord13-24 (DOCX)
- Parking and Traffic Team Meeting Recommendations forwarded to CC_ Nov_2013_ (PDF)

ORDINANCE #13-24

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

Section 1: §150-23, Schedule G (Parking) is hereby amended as follows:

ADDITION

NO PARKING			
Street	*Side of street*	*From curbline or ft./dir. of curbline*	*To curbline or ft./dir. of start*
Brule Road	W	Charles Street	Ridgeway Drive

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

Section 3: This ordinance shall take effect on and after its publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2013.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

CITY OF DE PERE

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

Parking and Traffic Team
November 4, 2013 Recommendations

Items for the Board of Public Works:

1. Parking: Currently there are no parking restrictions on Brule Road from Charles to Ridgeway. This section of Brule is only 26 feet wide from face of curb to face of curb. It is not wide enough to accommodate parking on both side and still maintain through traffic and access for emergency vehicles is cars are parked on both sides.

   Recommendation: That no parking is added to the west side of Brule from Charles to Ridgeway. The west side was selected since it has a smaller impact on residents and the mail service is provided on the west side.

Respectfully Submitted:

Captain Dale Haagen	De Pere Police Department
Eric Rakers	De Pere Engineering
Ken Pabich	De Pere City Planner

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **November 19, 2013**

DEPARTMENT: **City Attorney**

FROM: **Judith Schmidt-Lehman**

SUBJECT: **Resolution #13-144, Disallowance of Claim (David L. Noreika).**

ATTACHMENTS:

- Reso13-144 (DOCX)
- Noreika Letter(PDF)

RESOLUTION #13-144

DISALLOWANCE OF CLAIM
(David L. Noreika)

WHEREAS, a Notice of Claim and Claim was filed by David L. Noreika (Claimant), 2810 Viking Drive, #3D, Green Bay, Wisconsin 54304, seeking reimbursement of veterinarian charges in the amount of $482.96; and

WHEREAS, such Notice and Claim alleges that the Claimant's dog was injured on October 8, 2013 as a result of defensive actions of a De Pere Police Officer involved in an altercation with Claimant's two dogs at the De Pere Dog park on that date; and

WHEREAS, police reports of the incident show that on October 8, 2013 Claimant's two dogs aggressively confronted and attacked the De Pere Police Officer after the officer announced his presence, including charging at and biting said officer, with said attack ceasing only after the police officer discharged his service weapon at the dog, resulting in a wound and abrasion to the dog's cheek and gums; and

WHEREAS, the City's liability insurance carrier, Liberty Mutual, has investigated this claim and determined the City is not responsible for the veterinary charges incurred by the Claimant.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the claimant, David L. Noreika, as a Notice of Disallowance.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2013.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______

Nays:______

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

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

Liberty Mutual INSURANCE

November 13, 2013

David Noreika
2810 Viking Drive
3d
Green Bay WI 54304

Claimant: David Noreika
Claim Number: P 346-049670-01
Customer: City Of DE Pere
Date of Loss: 10/08/2013

Dear David Noreika:

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

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

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

Please feel free to contact me if you have any questions. You can reach me at extension 35599.

Sincerely,

CATHERINE PANTZLAFF
CLAIMS CASE MANAGER III

cc: Arthur J Gallagher Risk Management Servi
City Of DE Pere

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2013**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #13-145, Authorizing and Approving a Revocable Occupancy Permit for Dutch Boyz, LLC for Installation and Maintenance of Stairs (500 Main Avenue).**

ATTACHMENTS:

- Reso13-145 (DOCX)
- Dutch Boyz 11-13-164-006-13(DOCX)
- Exhibit A - Dutch Boyz (PDF)

RESOLUTION #13-145

AUTHORIZING AND APPROVING A REVOCABLE OCCUPANCY PERMIT
FOR DUTCH BOYZ DE PERE, LLC FOR
INSTALLATION AND MAINTENANCE OF STAIRS
(500 Main Avenue)

WHEREAS, Dutch Boyz De Pere, LLC has requested a Revocable Occupancy Permit from the City of De Pere to allow for the installation and maintenance of stairs in City right-of-way; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the attached Revocable Occupancy Permit (Exhibit 1) with Dutch Boyz De Pere, LLC for the purposes identified therein.

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 19th day of November, 2013.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:______
Nays:______

REVOCABLE OCCUPANCY PERMIT

Name and Address of Permittee: Dutch Boyz De Pere, LLC
c/o Gerald Van Dyn Hoven
P.O. Box 526
Fremont, WI 54940

Grantor: City of De Pere

Locations of Encroachment: 500 Main Avenue
See attached Exhibit A

Purpose of Encroachment: Installation and maintenance of stairs

The purpose and occupancy of the public right-of-way referenced above as allowed by this permit is conditioned upon Permittee's compliance with the following provisions:

1. This permit authorizes the installation and maintenance of stairs as shown on the attached Exhibit A. Such stairs shall remain in the City right-of-way only until such time as no longer required by Permittee. The structure shall then, upon written notice to the City by Permittee, be immediately abandoned or removed from the right-of-way by Permittee in accordance with the rules and regulations applicable to such practices at the time of abandonment and removal.

2. Notwithstanding paragraph 1, if the property referred to above is required for another use at any time deemed by the Wisconsin Department of Transportation (WisDOT) or the City Director of Public Works (Director) to be inconsistent with the continued use or occupancy under this permit or if WisDOT or the Director determine that the installation or use of the facilities authorized under this permit increases the difficulty of development on the site or creates conditions adverse to the best interests of the general public, or presents a threat to safety, then Permittee, upon notification by the WisDOT or Director, shall promptly remove the stairs from the property. Such removal shall be by Permittee at Permittee's sole cost and in accordance with all rules and regulations then applicable and the area returned to pre-occupancy condition. Failure of Permittee to remove such encroachment within ten days of the notice to do so shall result in the Director of Public Works causing the encroachment to be removed and charging the costs thereof to the property under Wis. Stats. §66.0627.

3. No other use of the above described property is permitted except that specifically approved hereby.

Exhibit 1

4. Permittee shall save and hold the City of De Pere harmless from any and all injury that may occur to any party as the result of Permittee's use of the right-of-way referenced hereunder. This provision is intended to indemnify and hold harmless the City of De Pere to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, Permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than One Million Dollars per occurrence and shall produce a Certificate of Insurance demonstrating to the satisfaction of the City that the City is named as an additional insured for purposes of this agreement, which shall be attached to this permit as Exhibit B.

5. Failure by Permittee to comply with the provisions of this permit is cause for the City to terminate this permit and require Permittee to take immediate action to restore the areas subject to this permit to original condition and for City to maintain any action at law or in equity to require such action with the costs thereof paid by Permittee.

6. Issuance of this permit shall not be construed as a waiver of Permittee's obligation to comply with more restrictive requirements which may be imposed by local ordinance.

7. Permittee shall comply with all City and State permitting requirements.

8. This permit may not be assigned without the written consent of the City of De Pere.

9. Notices permitted or required hereunder shall be sent via first class mail to:

If to Permittee:	If to De Pere:
Gerald Van Dyn Hoven P.O. Box 526 Fremont, WI 54940	Public Works Director 925 South Sixth Street De Pere, WI 54115

We, the undersigned, acknowledge that we have read and understand the foregoing conditions. No representations other than those expressed herein, either oral or written, are part of this permit. Permittee acknowledges receipt of a copy of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____________day of __________________________, 2013.

DUTCH BOYZ DE PERE, LLC

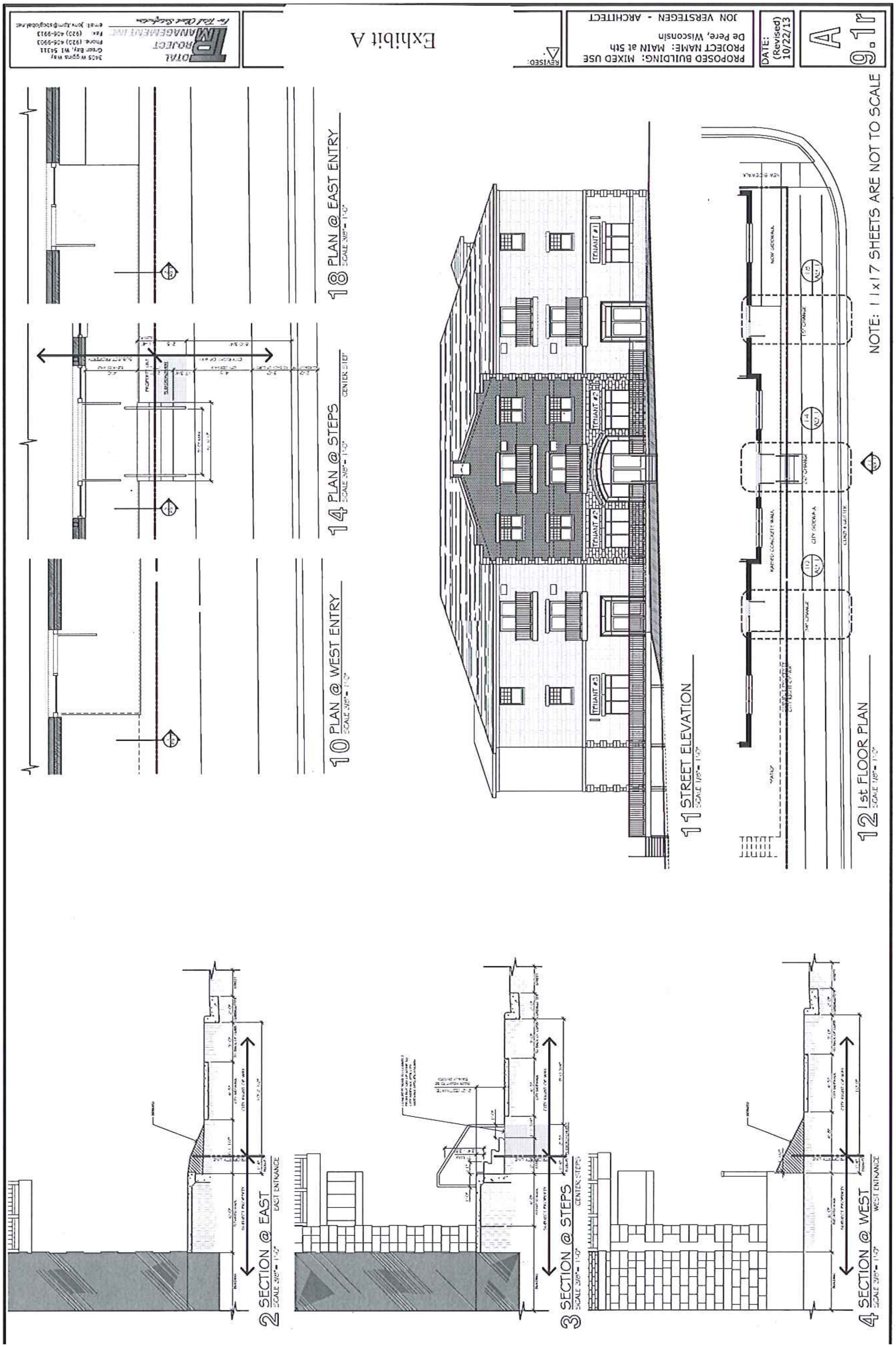
____
Gerald Van Dyn Hoven, Managing Member

CITY OF DE PERE

____
Michael J. Walsh, Mayor

____
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\ROP\2013\Dutch Boyz 11-13-164-006-13.docx


2 SECTION @ EAST
SCALE 3/8" = 1'-0"
EAST ENTRANCE
3 SECTION @ STEPS
SCALE 3/8" = 1'-0"
CENTER STEPS
4 SECTION @ WEST
SCALE 3/8" = 1'-0"
WEST ENTRANCE
10 PLAN @ WEST ENTRY
SCALE 3/8" = 1'-0"
14 PLAN @ STEPS
SCALE 3/8" = 1'-0"
CENTER STEP
18 PLAN @ EAST ENTRY
SCALE 3/8" = 1'-0"
11 STREET ELEVATION
SCALE 1/8" = 1'-0"
TENANT #1
TENANT #2
TENANT #3
12 1st FLOOR PLAN
SCALE 1/8" = 1'-0"
NOTE: 11x17 SHEETS ARE NOT TO SCALE
TOTAL PROJECT MANAGEMENT INC
For Total Client Satisfaction
3405 Wiggins Way
Green Bay, WI 54311
Phone: (920) 406-9903
Fax: (920) 406-9913
email: jonv.tpm@sbcglobal.net
Exhibit A
REVISED:
PROPOSED BUILDING: MIXED USE
PROJECT NAME: MAIN at 5th
De Pere, Wisconsin
JON VERSTEGEN - ARCHITECT
DATE:
(Revised)
10/22/13
A
9.1r

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **November 19, 2013**

DEPARTMENT: **Police**

FROM: **Derek Beiderwieden**

SUBJECT: **Resolution #13-146, Approving Revision to Use Agreement Between the State Department of Administration and the City of De Pere (Probation and Parole Space Lease)**

The WI Department of Administration (DOA) is requesting a change to the lease agreement by leasing the probation and parole space in the police department basement on a monthly basis rather than a yearly basis. This is a substantial change in lease terms. The Department of Corrections has been consolidating offices in Brown County and the lease terms seem to fit that movement. (See attached request).

I am recommending accepting the lease terms. Please contact me if you have any questions at 339-4075.

ATTACHMENTS:

- Reso13-146 (DOCX)
- DOA Lease Request -0001 (PDF)

RESOLUTION #13-146

APPROVING REVISION TO USE AGREEMENT BETWEEN THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION AND THE CITY OF DE PERE
(Department of Corrections)

WHEREAS, the City currently leases space in its City Hall/Public Safety Building complex to the State of Wisconsin Department of Corrections (DOC) for probation and parole offices; and

WHEREAS, the DOC is interested in revising such Use Agreement to provide for month to month lease tenancy rather than the previous yearly terms; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval of the change to month-to-month tenancy with all other terms and conditions of the prior Use Agreement remaining in full force.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to execute the month to month tenancy letter revisions to the prior lease which is attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2013.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

SCOTT WALKER
GOVERNOR
CHRIS SCHOENHERR
DEPUTY SECRETARY
Portfolio and Operations Management
P.O. Box 7866
Madison, WI 53707-7866
Voice (608) 266 2731 Fax (608) 267 0200
TTY (608) 267 9629
http://leasing.state.wi.us/

WISCONSIN DEPARTMENT OF
ADMINISTRATION

October 16, 2013

Derek Biderwieden
City of Depere
335 S Broadway Street
Depere, WI 54115

Dear Mr. Biderwieden:
Lease Number 410-243

This letter is to advise you that at this time the Department of Corrections (DOC) will not be exercising the renewal option for a new one-year lease term at 325 S. Broadway Street, DePere.

Instead, however, DOC would like to remain in the Premises under a month-to-month tenancy. The reason for this is that consideration is being given to consolidating offices in this area, and no final decisions have yet been reached. Their intent is to make these changes as soon as possible, but that could be several months or longer realized. They need to maintain as much flexibility with their leases as they can, so that they can enact the changes when they are ready to do so.

In the event that they would have exercised a new 1-year term, according to previous negotiations, the monthly rent would be increased from $847.05 to $859.75. During the month-to-month tenancy, we would pay the new higher rate.

We wish to thank you for your cooperation and past rental arrangements, and hope that this temporary arrangement as described above will be acceptable to you.

Please sign and return one copy of this letter as acknowledgment of the foregoing.

If you have any questions, please contact me at (608) 266-2275, the above address or at bill.forbes@wisconsin.gov.

Sincerely,

Bill Forbes

Bill Forbes
Real Estate Transaction Manager
Bureau of Space Management and Occupancy

The foregoing is approved this ______ day of ______________, 2013.

By:______________________________

cc: Jane Zavoral
File No. 410-243

Attachment: DOA Lease Request -0001 (1600 : Resolution #13-146, Probation and Parole Lease Change)

Exhibit A

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 19, 2013

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #13-147, Authorizing Service Agreement with GovernmentJobs.com, d/b/a NEOGOV.

The Human Resources Department is seeking approval to implement an online recruiting system which is designed to automate and streamline the recruiting and hiring process. NEOGOV is an all-inclusive online environment specifically designed for government agencies. NEOGOV is used by over 700 government agencies. NEOGOV will reduce the time and effort of the Human Resources Department, reduce costs related to recruitment, improve service to our applicants and improve citizen satisfaction.

Benefits of using NEOGOV include:

- **Reduced time and effort**
  - Notification of job openings are automatically e-mailed to candidates
  - Scoring plans can be developed for each recruitment, allowing candidates to be scored based on their responses to an online application
- **Reduced costs**
  - E-mail notifications can be sent to applicants, reducing the cost of printing, postage and staff time
  - Supplemental questions can be added to applications to obtain specific information from candidates based on position needs, allowing staff to direct their efforts only on those candidates best matched for each position
  - Applications from recruitments can be electronically batched and sent to department supervisors for review, saving time, paper and other resources
- **Improved service**
  - Applicants can view their status in the hiring process at any time and ensure their application was received
  - Electronic and automatic scheduling of oral, written or other exams
  - Attracts a greater number of applicants and informs “passive” applicants that may not be searching for a new job through job interest cards
- **Improved department satisfaction**
  - Create and route requisitions, allowing departments to screen applications from any computer/department
  - With the City being more predominant online, it will attract a more diverse applicant pool
  - Ability to post job openings on governmentjobs.com
- **Reporting capabilities**
  - Automatic tracking of EEO information, no need to manually enter
  - Reporting tools allow the City to create reports and track and analyze data such a time

spent to fill a position, recruitment costs and staff workload

The initial set up cost to implement NEOGOV is $8,567 for the first year, which includes a one-time set up fee of $5,000. The annual fee after the first year is $3,567. Funds are designated in the Human Resource's 2014 budget to cover this expense. The dollars saved in labor and materials that are currently used for recruitment and EEO reporting will help offset the cost of implementing this system and will bring the City of De Pere in line with current recruiting trends and capabilities.

ATTACHMENTS:

- Reso13-147 (PDF)
- NeoGov Agreement (PDF)

RESOLUTION #13-147

AUTHORIZING SERVICE AGREEMENT
WITH GovernmentJobs.com, Inc., D/B/A NEOGOV

WHEREAS, the Human Resources Department wishes to provide an online recruiting system to streamline the recruitment and hiring process; and

WHEREAS, NEOGOV is an industry leader in providing online software systems and has offered to do so pursuant to the terms and conditions of the Service Agreement attached and incorporated as Exhibit 1; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute such Service Agreement (Exhibit 1), subject to such changes deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2013.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Service Level Agreement

NEOGOV™

Service Agreement

THIS ON-LINE SERVICES AGREEMENT (this "Agreement") is made and entered into this _________ day of __________________, 2013, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a "NEOGOV"), and the ______________________________a public entity acting by and through its duly appointed representative ("Customer").

1. **Provision of On-line Services**.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the "Services") more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV's provision and performance of the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder.

2. **Additional NEOGOV Responsibilities**. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. **Customer Responsibilities**. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer's use of the Services and the performance of Customer's other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV's system.

4. **Ownership, Protection and Security**.

(a) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement.

(b) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV's software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV's software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(c) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer's standard guidelines and requirements for use of such trademarks and logos.

EXHIBIT 1

5. **NEOGOV Representations and Warranties**.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity**. Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure**. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of WI, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations**.

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's

Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval.)

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. **Term and Termination**.

(a) This Agreement shall commence as of the date hereof and remain in effect for twelve (12) months unless terminated by either party as set forth herein ("Initial Term"). The fee returned should be in proportion to the number of months left in the agreement at termination.

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of notification of termination of this Agreement, NEOGOV shall provide Customer with a dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL) The dedicated data files will be comprised of Customer's data contained in NEOGOV's system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

10. **Payments**.

(a) *Initial Term.* See Exhibit A (Order Form).

Service Level Agreement

NEOGOV™

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

11. **Force Majeure**. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause**. It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced there from and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous**. Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of WI without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.

NEOGOV agrees to cooperate with Customer in responding to any public records requests Customer receives for records related to this contract as required under the Wisconsin Public Records Law, Wis. Stats. §19.35 *et.seq.*.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer		**Bill To**	GovernmentJobs.com Inc.
Signature:		Signature:	
Print Name:		Print Name:	Scott Letourneau
Title:		Title:	President
Date:		Date:	

Service Level Agreement

NEOGOV™

EXHIBIT A – ORDER FORM

Customer:		**Bill To:**	
		GovernmentJobs.com Inc	
Quote Date:	6.2013	**Revision:**	
Valid From:	6.2013	**Order Number:**	
Valid To:	12.5.2013		
Requested Service Date:	TBD	**Initial Term:**	12 Months

Order Summary

This agreement is effective upon execution and is extended for an initial term of 12 months.

Item	Annual Recurring Price	One-time Price
1.0 Insight Enterprise (IN)		
1.1 License Subscription	~~$5,011.00~~ $3,567.00	
1.2 Provisioning		~~$5,000.00~~ $2,500.00
1.3 On-line User Training		~~$3,500.00~~ $2,500.00
1.4 Governmentjobs.com (1st year free, future years are optional)	$1195.00	
Sub Total:	$3,567.00	$5,000.00
Overall Total	$3,567.00	$5,000.00

[1]More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail

1.0 Insight Enterprise Edition

1.1 License Subscription

The Customer's subscription to the Insight Hiring Management Software includes the following functionality:

Recruitment

- Customized online job application
- Accept job applications online
- Online applications integration with current agency website
- Online job announcements and descriptions
- Automatic online job interest cards
- Proactively search your applicant database
- Real-time database of all applicant information
- Recruitment and examination planning

Selection

- Create, store, and reuse supplemental questions in the Insight item bank
- Screen applicants automatically as they apply
- Define unique scoring plans per recruitment, or copy existing scoring plans
- Test Item bank (optional in TMS)
- Conduct item analysis
- Test processing (automatically input Scantron test data sheets)*
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Detailed applicant history record
- Skills tracking and matching

Reporting and Analysis

- Collect and report on EEO data
- Analyze and report on adverse impact and applicant flow
- Track and analyze data such as time-to-hire, recruitment costs, staff workload, applicant quality, etc.
- Over 80 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions
- Refer and certify applicants electronically
- Scan paper application materials

* Cost of the scanner is not included unless listed on Exhibit A – ORDER FORM
* Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set-up, and scanner software, which are not included unless listed on Exhibit A – ORDER FORM

Additionally, during the term of the subscription, the Customer will be provided:

Unlimited Customer Support (6:00 AM – 6:00 PM PT)

Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software

Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.2 Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- NEOGOV will establish an Agency-specific training environment that will be used during training and post-training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff

- NEOGOV will provide all required user exercises and user guides to the Agency.
- Once the core user community is comfortable with the system (typically within 10 hours of hands-on use) they will train the remaining HR staff to complete their tasks using Insight.
- Between the training and go-live, NEOGOV will complete the following activities:
  - Creating an agency-specific training environment which is used by your agency during training and afterwards to train in prior to moving into production
  - Configure printable job bulletin
  - Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website
  - Establish the Agency's Insight Enterprise production environment

1.3 Training

NEOGOV will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.

Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our Customer Support Help Desk during the training to help new users fully utilize Insight. Our existing customers find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.

1.4 Governmentjobs.com

We are the largest, most-comprehensive career search engine for the **public sector.** By advertising your hard-to-fill position on GovernmentJobs.com, you will gain immediate exposure to thousands of job seekers. You received unlimited job postings on an annual basis.

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PERSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and licenses

- One hundred percent (100%) of the annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement ($3567.00). Subsequent renewal terms shall be invoiced at $3567.00

Software Provisioning

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. ($2500.00)

Training

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. ($2500.00)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY

Service Level Agreement

NEOGOV™

LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

Customer		**NEOGOV, Inc.**	
Signature:		Signature:	
Print Name:		Print Name:	Scott Letourneau
Title:		Title:	President
Date:		Date:	

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 19, 2013

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #13-148, Authorizing Partial Release of Utility Easement.

ATTACHMENTS:

- Reso13-148 (DOCX)
- Release of Easement - VHC (Grant Street) (DOCX)
- GrantStreetEasementVacation (PDF)

RESOLUTION #13-148

AUTHORIZING PARTIAL RELEASE OF UTILITY EASEMENT

WHEREAS, a 12' utility easement was created along Grant Street by Volume 50 Certified Survey Maps, page 106, Brown County Map No. 7353, between 5th Street and the railroad tracks; and

WHEREAS, a proposed redevelopment project along Grant Street has requested that such 12' easement be reduced to 2'; and

WHEREAS, the Board of Public Works has reviewed such partial discontinuance of utility easement request and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Partial Release of Utility Easement as is attached as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2013.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Document Number

PARTIAL RELEASE OF UTILITY EASEMENT

The **City of De Pere**, a Wisconsin municipal corporation, **Wisconsin Bell, Inc. d/b/a AT&T – Wisconsin**, a Wisconsin corporation, **Time Warner Entertainment Company, L.P.**, an entity authorized to do business in the State of Wisconsin, **Green Bay Metropolitan Sewerage District**, **d/b/a NEW Water**, a Wisconsin sewerage district, **Brown County**, a Wisconsin county, and **Central Brown County Water Authority**, a Wisconsin water authority, hereby release their rights, title and interest under the certain public utility easement affecting the following described real property:

The South 10 feet of the North 12 feet of Lot 1, Volume 50 Certified Survey Maps, page 106, Brown County Map No. 7353, being part of Lots1-10, Block C, Dousman' s Addition to West De Pere, City of De Pere, Brown County, Wisconsin.

A scale map showing the area to be discontinued is attached hereto and incorporated herein by reference as Exhibit A.

This space is reserved for recording data

Return to

Judith Schmidt-Lehman
City of De Pere
335 S. Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

Part of WD-657-1

Signed this __________ day of __________________________, 2013.

CITY OF DE PERE
By:

____
Michael J. Walsh, Mayor

____
Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of _________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ____________________________________

Release of Utility Easement; part of Lot 1, Volume 50 Certified Survey Maps, page 106, Brown County Map No. 7353

WISCONSIN PUBLIC SERVICE CORPORATION
By:

____
Print Name:
Title:

____
Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ______________________________

Release of Utility Easement; part of Lot 1, Volume 50 Certified Survey Maps, page 106, Brown County Map No. 7353

WISCONSIN BELL, INC. D/B/A AT& T - WISCONSIN
By:

Print Name:
Title:

Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

(Signature, Notary Public, State of Wisconsin)

(SEAL)

(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ______________________________

Release of Utility Easement; part of Lot 1, Volume 50 Certified Survey Maps, page 106, Brown County Map No. 7353

TIME WARNER ENTERTAINMENT COMPANY, L.P.
By:

____
Print Name:
Title:

____
Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ______________________________

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
D/B/A NEW WATER
By:

____
Print Name:
Title:

____
Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: __________________________________

Release of Utility Easement; part of Lot 1, Volume 50 Certified Survey Maps, page 106, Brown County Map No. 7353

BROWN COUNTY, WISCONSIN
By:

____
Print Name:
Title:

____
Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ___________________________________

Release of Utility Easement; part of Lot 1, Volume 50 Certified Survey Maps, page 106, Brown County Map No. 7353

CENTRAL BROWN COUNTY WATER AUTHORITY
By:

____
Print Name:
Title:

____
Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

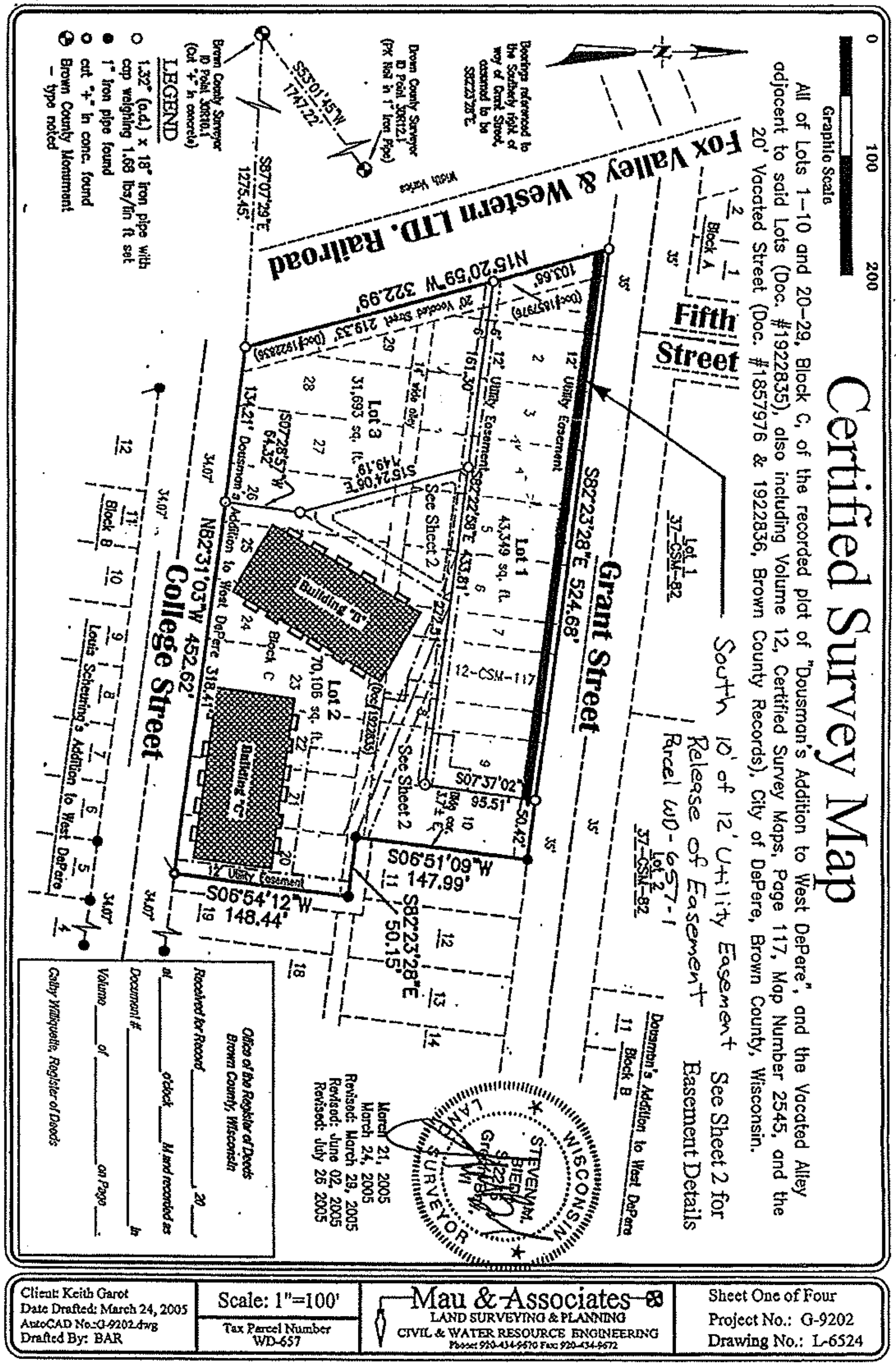
My commission expires: ______________________________

This document was drafted by Judith Schmidt-Lehman.

H:\jdupont\Legal Documents\2013\Release of Easement - VHC (Grant Street).docx

7353

2206690



VOL. 50 PAGE 106

Exhibit A

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **November 19, 2013**

DEPARTMENT: **Public Works**

FROM: **Eric Rakers**

SUBJECT: **Resolution #13-149, Authorizing Release of Utility Easements.**

ATTACHMENTS:

- Reso13-149 (DOCX)
- Release of Water Easement - Garritys Glen (DOCX)
- 0336-03-10 Galway water easement release11-5-2013 (PDF)
- Release of Easement - Garritys Glen (DOCX)
- Exhibit A - release (DOCX)
- 0336-03-10 Galway Utility easement release11-5-2013 (PDF)

RESOLUTION #13-149

AUTHORIZING RELEASE OF UTILITY EASEMENTS

WHEREAS, a portion of Galway Lane was earlier vacated by the City; and

WHEREAS, in addition to vacation of such right-of-way, utility easements and a water easement within such vacated area should be released in that they are no longer needed; and

WHEREAS, the Board of Public Works has reviewed such release of the water and utility easements and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute both the Release of Water Easement and the Release of Utility Easement which are attached and incorporated as Exhibits 1 and 2 respectively.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2013.

APPROVED:

____

Michael J. Walsh, Mayor

ATTEST:

____

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Document Number

RELEASE OF WATER EASEMENT

The City of De Pere, a Wisconsin municipal corporation, hereby releases its rights, title and interest under the certain public utility easement affecting the following described real property:

Located in part of Lot 2 of Volume 59, Certified Survey Maps, Page 1, Map Number 8374, Document Number 2649098 and part of the Road right-of-way of Tullig Place, located in part of Lot 103 of "William's Grant Subdivision", City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Lot 103 of "William's Grant Subdivision";

thence S52°36'03"E, 1039.62 feet along the North line of said Lot 103 to the Northeast corner of Outlot 5 of "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records;

thence S73°03'47"W, 31.78 feet along an East line of said Outlot 5; thence S08°15'58"W, 245.79 feet along said East line; thence S47°58'38"W, 120.81 feet along said East line and the East line of Lot 66 of "Garrity's Glen First Addition" recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records;

thence S18°57'48"W, 90.37 feet along said East line to the point of beginning;

thence continue S18°57'48"W, 21.08 feet along said East line to the North line of Document Number 2648433 of Brown County Records (Vacated Galway Lane);

This space is reserved for recording data

Return to

Judith Schmidt-Lehman
City of De Pere
335 S. Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

Part of WD-1874

thence N52°36'02"W, 162.36 feet along said North line of Document Number 26484333; thence 18.85 feet along the arc of a 12.00 foot radius curve to the right whose long chord bears N07°35'54"W, 16.97 feet; thence N37°23'58"E, 8.00;

thence S52°36'02"E, 167.69 feet to the point of beginning.

Said Parcel contains 3,390 sq. ft. / 0.08 Acres more or less.

A scale map showing the area to be discontinued is attached hereto and incorporated herein by reference as Exhibit A.

Signed this __________ day of __________________________, 2013.

CITY OF DE PERE
By:

____
Michael J. Walsh, Mayor

____
Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this ______ day of ________________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

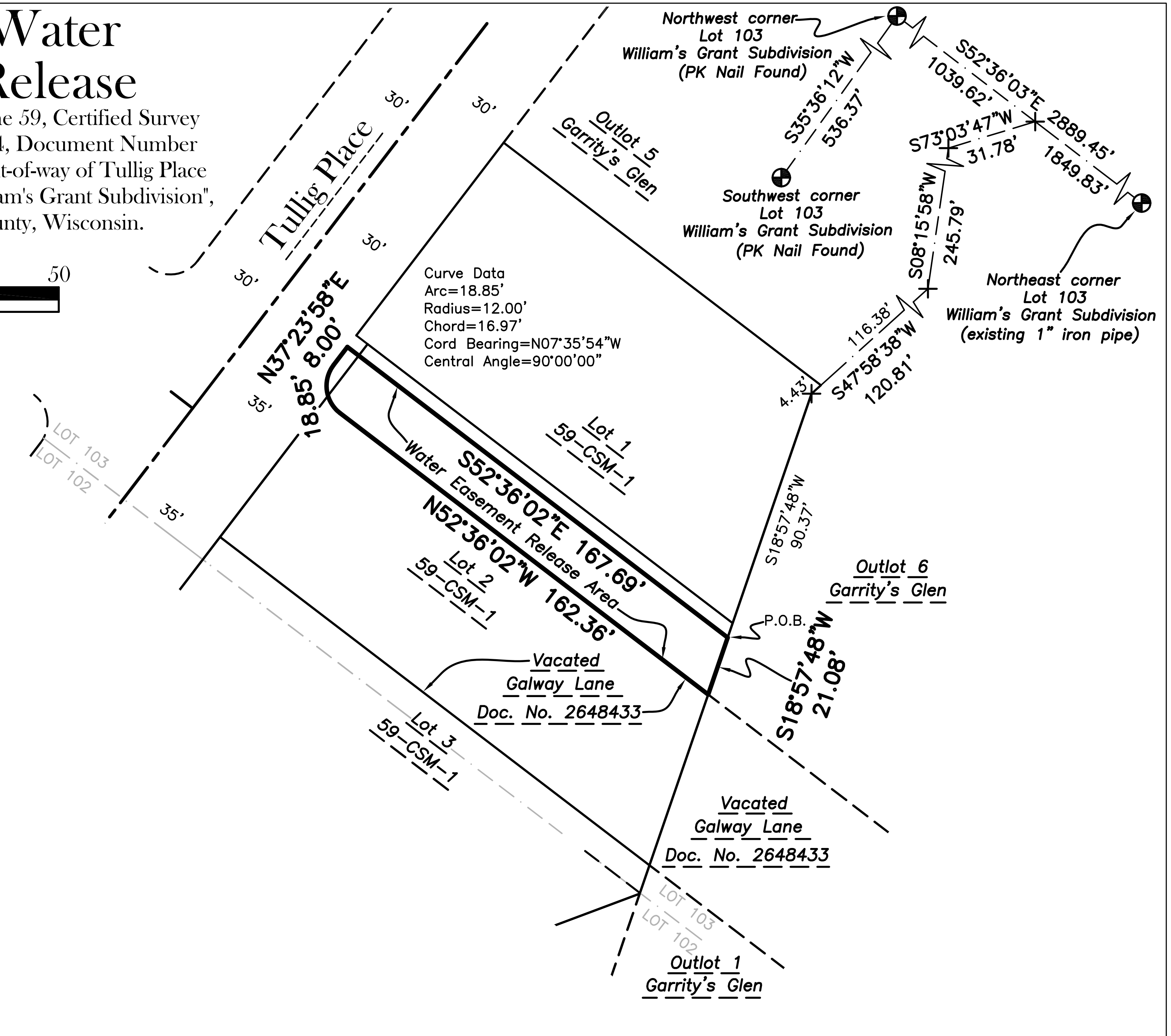
My commission expires:____

This document was drafted by Judith Schmidt-Lehman.
HH:\jdupont\Legal Documents\2013\Release of Water Easement - Garritys Glen.docx

Proposed Water Easement Release

Located in part of Lot 2 of Volume 59, Certified Survey Maps, Page 1, Map Number 8374, Document Number 2649098 and part of the Road right-of-way of Tullig Place located in part of Lot 103 of "William's Grant Subdivision", City of DePere, Brown County, Wisconsin.

50 25 0 50
Graphic Scale



Bearings referenced to the North line of Lot 103, Williams Grant Subdivision, assumed to bear S52°36'03"E.

This map is based on the current Brown County Coordinate System of record.

Client: Pat Kaster
Drafted By: BJL

Sheet 1 of 2
Project No. 0336-03-13
Drawing No. 878

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH:920-569-5765 Fax: 920-569-5767

Exhibit A

Document Number

RELEASE OF UTILITY EASEMENT

The **City of De Pere**, a Wisconsin municipal corporation, **Wisconsin Public Service Corporation**, a Wisconsin corporation, **Wisconsin Bell, Inc. d/b/a AT&T – Wisconsin**, a Wisconsin corporation, **Time Warner Entertainment Company, L.P.**, an entity authorized to do business in the State of Wisconsin, **Green Bay Metropolitan Sewerage District, d/b/a NEW Water**, a Wisconsin sewerage district, **Brown County**, a Wisconsin county, and **Central Brown County Water Authority**, a Wisconsin water authority, hereby release their rights, title and interest under the certain public utility easement affecting the following described real property:

See legal descriptions attached hereto and incorporated herein by reference Exhibit A.

A scale map showing the areas to be discontinued is attached hereto and incorporated herein by reference as Exhibit B.

This space is reserved for recording data

Return to

Judith Schmidt-Lehman
City of De Pere
335 S. Broadway
De Pere, WI 54115

Parcel Identification Number/Tax Key Number

Part of WD-1874 and Part of WD-1875

Signed this __________ day of __________________________, 2013.

CITY OF DE PERE
By:

____
Michael J. Walsh, Mayor

____
Shana L. Defnet, Clerk-Treasurer

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of _________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ______________________________

Release of Utility Easement; part of Lots 2 & 3, Volume 59 Certified Survey Maps, page 1, Brown County Map No. 8374

WISCONSIN PUBLIC SERVICE CORPORATION
By:

Print Name:
Title:

Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

(Signature, Notary Public, State of Wisconsin)

(SEAL)

(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ____

Release of Utility Easement; part of Lots 2 & 3, Volume 59 Certified Survey Maps, page 1, Brown County Map No. 8374

WISCONSIN BELL, INC. D/B/A AT& T - WISCONSIN
By:

____
Print Name:
Title:

____
Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ______________________________

Release of Utility Easement; part of Lots 2 & 3, Volume 59 Certified Survey Maps, page 1, Brown County Map No. 8374

TIME WARNER ENTERTAINMENT COMPANY, L.P.
By:

____
Print Name:
Title:

____
Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ______________________________

Release of Utility Easement; part of Lots 2 & 3, Volume 59 Certified Survey Maps, page 1, Brown County Map No. 8374

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
D/B/A NEW WATER
By:

____
Print Name:
Title:

____
Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ______________________________

Release of Utility Easement; part of Lots 2 & 3, Volume 59 Certified Survey Maps, page 1, Brown County Map No. 8374

BROWN COUNTY, WISCONSIN
By:

____

Print Name:
Title:

____

Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ______________________________

Release of Utility Easement; part of Lots 2 & 3, Volume 59 Certified Survey Maps, page 1, Brown County Map No. 8374

CENTRAL BROWN COUNTY WATER AUTHORITY
By:

____
Print Name:
Title:

____
Print Name:
Title:

State of Wisconsin)
) ss.
Brown County)

This instrument was acknowledged before me on this _____ day of __________________, 2013 by the above named person(s).

____
(Signature, Notary Public, State of Wisconsin)

(SEAL)

____
(Print or Type Name, Notary Public, State of Wisconsin)

My commission expires: ____

This document was drafted by Judith Schmidt-Lehman.

H:\jdupont\Legal Documents\2013\Release of Easement - Garritys Glen.docx

EXHIBIT A
TO THE RELEASE OF UTILITY EASEMENT

Located in part of Lot 2 of Volume 59, Certified Survey Maps, Page 1, Map Number 8374, Document Number 2649098, located in part of Lot 103 of "William’s Grant Subdivision", City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Lot 103 of “William’s Grant Subdivision”; thence S52°36’03”E, 1039.62 feet along the North line of said Lot 103 to the Northeast corner of Outlot 5 of “Garrity’s Glen” recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records; thence S73°03’47”W, 31.78 feet along an East line of said Outlot 5; thence S08°15’58”W, 245.79 feet along said East line; thence S47°58’38”W, 120.81 feet along said East line and the East line of Lot 66 of “Garrity’s Glen First Addition” recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records; thence S18°57’48”W, 98.80 feet along said East line to a line being 12 feet Northeast and parallel to the Northeast line of Document Number 2648433 of Brown County Records (Vacated Galway Lane) and the point of beginning; thence S52°36'02"E, 73.79 feet to a East line of Outlot 6 of said "Garrity's Glen"; thence S18°57’48”W, 12.65 feet along said East line to the North line of said Document Number 2648433; thence N52°36’02”W, 231.15 feet along said North line; thence N37°23’58”E, 12.00 feet; thence S52°36’02”E, 153.36 feet to the point of beginning.

Said Parcel contains 2,750 sq. ft. / 0.06 Acres more or less and is referred to as “Area 1” on the map attached to the Release as Exhibit B.

AND

Located in part of Lot 3 of Volume 59, Certified Survey Maps, Page 1, Map Number 8374, Document Number 2649098, located in part of Lots 102 and 103 of "William’s Grant Subdivision", City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Northwest Corner of said Lot 103 of “William’s Grant Subdivision”; thence S52°36’03”E, 1039.62 feet along the North line of said Lot 103 to the Northeast corner of Outlot 5 of “Garrity’s Glen” recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records; thence S73°03’47”W, 31.78 feet along an East line of said Outlot 5; thence S08°15’58”W, 245.79 feet along said East line; thence S47°58’38”W, 120.81 feet along said East line and the East line of Lot 66 of “Garrity’s Glen First Addition” recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records; thence S18°57’48”W, 174.70 feet along said East line to the South line of Document Number 2648433 of Brown County Records (Vacated Galway Lane) and the point of beginning; thence S52°36'02"E, 73.79 feet to a Northeast corner of Outlot 1 of said "Garrity's Glen"; thence S25°20’57”W, 12.27 feet along an East line of said Outlot 1; thence N52°36’02”W, 253.71 feet; thence N37°23’58”E, 12.00 feet to said South line of Document Number 2648433 of Brown County Records (Vacated Galway Lane); thence S52°36’02”E, 177.36 feet to the point of beginning.

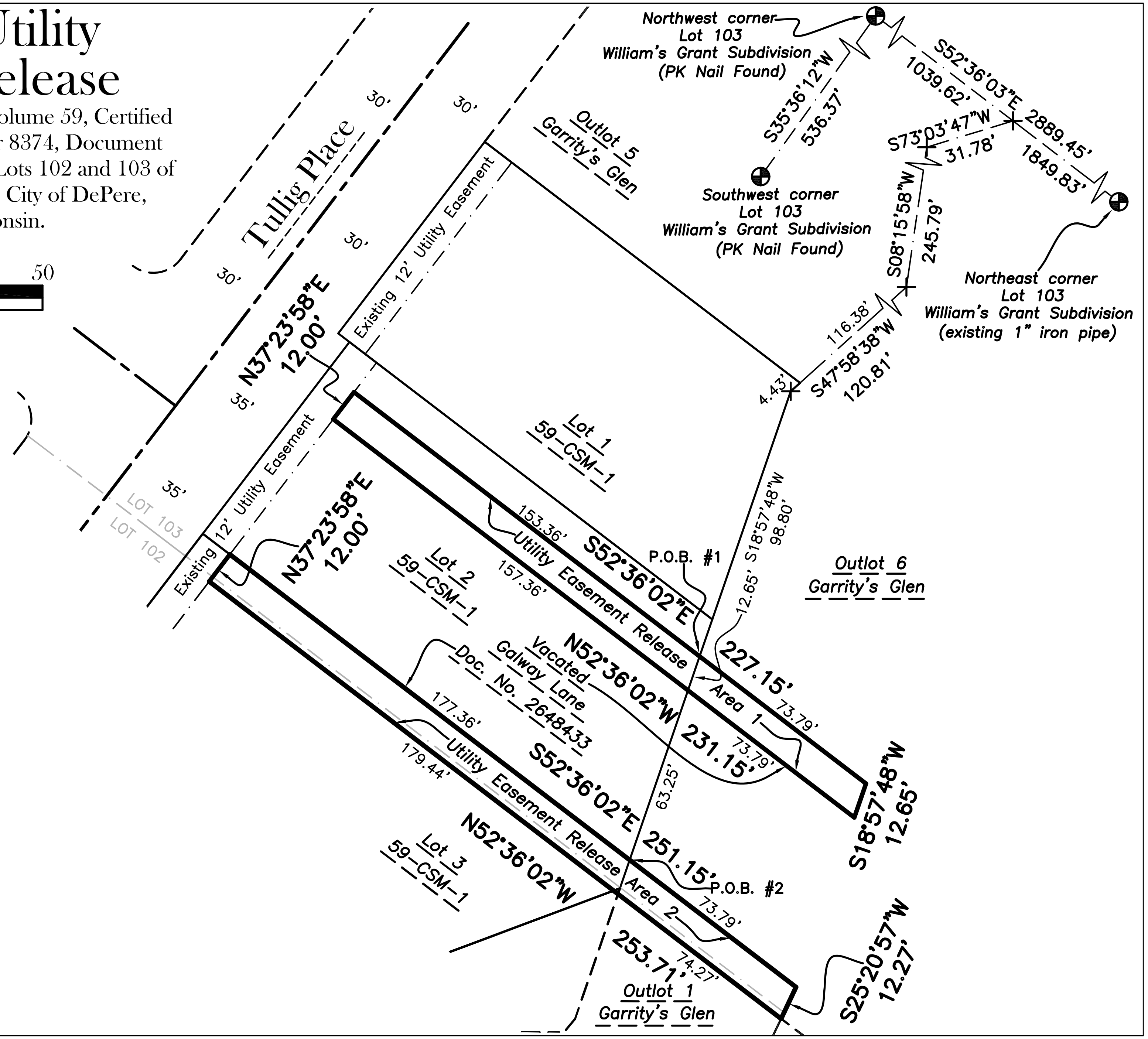
Said Parcel contains 3,029 sq. ft. / 0.07 Acres more or less and is referred to as “Area 2” on the map attached to the release as Exhibit B.

Proposed Utility Easement Release

Located in part of Lots 2 and 3 of Volume 59, Certified Survey Maps, Page 1, Map Number 8374, Document Number 2649098 located in part of Lots 102 and 103 of the "Williams Grant Subdivision", City of DePere, Brown County, Wisconsin.

50 25 0 50

Graphic Scale



Bearings referenced to the North line of Lot 103, Williams Grant Subdivision, assumed to bear S52°36'03"E.

This map is based on the current Brown County Coordinate System of record.

Client: Pat Kaster
Drafted By: BJL

Sheet 1 of 2
Project No. 0336-03-13
Drawing No. 879

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH:920-569-5765 Fax: 920-569-5767

Exhibit B

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2013**
DEPARTMENT:	**Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #13-150, Authorizing a Product Lease Agreement with MailFinance, Inc.**

ATTACHMENTS:

- Reso13-150 (DOCX)
- Postage Machine Lease (PDF)

RESOLUTION #13-150

AUTHORIZING PRODUCT LEASE AGREEMENT WITH MAILFINANCE, INC.

WHEREAS, the Municipal Service Center is in need of a new mailing machine for mass mailing processing; and

WHEREAS, MailFinance, Inc. can provide such machine pursuant to such Product Lease Agreement as is attached hereto and incorporated by reference as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the Product Lease Agreement with MailFinance, Inc. (Exhibit A) together with subsequent renewals as may be required, provided such renewals are substantively similar to Exhibit A and sufficient funds have been properly budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2013.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

MailFinance
A Neopost USA Company

REFURBISHED

Product Lease Agreement with Meter Rental Agreement

Section (A) Dealer Information

Dealer Office Number:	Dealer Office Name:	Phone #:	Date Submitted:
6230	Badger Mailing & Shipping	920 235 5528	

Section (B) Billing Information

Company Name (Full legal name): City of De Pere		
DBA:		
Billing Address: 926 S 6th St.		
Billing City: De Pere	State: WI	Zip Code + 4: 54115
Billing Contact Name: Shana Defnet	Contact Phone Number: 920 339 4050	
Billing Contact Title:	Contact Fax Number:	
Billing Contact email Address: sdefent@ mail.de-pere.org	Purchase Order Number:	

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name):		
DBA:		
Installation Address (No PO Boxes or General Delivery):		
Installation City:	State:	Zip Code + 4:
Installation Contact Name:	Phone Number:	
Installation Contact Title:	Fax Number:	
Installation Contact email Address:		

Section (D) Products

	Quantity	Model / Part Number	Description (Include Serial Number, if applicable ☐ See additional listed products on attached continuation schedule.
1	1	IM440RMP	Remanufactured Promo #13-Q3-RMS1L
2			
3			
4			
5			

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status:
- ☐ Taxable
- ☒ Tax-Exempt. *Certificate attached.*

Billing Frequency:
- ☐ Monthly
- ☒ Quarterly
- ☐ Annually

Billing Method:
- ☒ Standard
- ☐ Government Payment in Arrears

Period	# of Months	Monthly Payment (plus applicable taxes)
First	63	104.93
Next		
Next		
Next		

Current Lease Number:

New Lease Number:

Section (F) ACH Direct Debit for Lease Payments (*Attach Voided Check*)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name: De Pere	Post Office 5-Digit Zip Code: 54115

Postage Funding Method:
- ☒ Bill Me
- ☐ Prepay by Check
- ☐ ACH Debit *Attach ACH Authorization Form*
- ☐ OMAS / CPU — OMAS Agency Code — *Attach USPS CPU Authorization Letter*

Postage Funding Account:
- ☐ POC ☒ TMS
- ☐ New ☒ Existing

Existing Account Number: 224594

Section (H) Services

Rate Protection: ☒ Online Postal Rates ☐ RCP (Shipped Update) ☐ None — Covered Product:

iMeter Apps: ☐ Online Postal Expense Management ☐ Online E-Services ☐ Online E-Services with Electronic Return Receipt

Software: ☐ Software Advantage — Covered Product:

Dealer Services: ☒ Maintenance ☒ Installation / Training

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initialed here ________.

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerLease-06-13), which are also available at http://www.neopostusa.com/terms/DealerLease-06-13.pdf, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature ____ Print Name and Title ____ Date Accepted ____

Accepted by Neopost USA and its Affiliates ____ Date Accepted ____

Exhibit A

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 19, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #13-151, Approving Agreement for Consulting Services Between the City of De Pere and Utility Service Co., Inc. (Matthew Tower Inspection).

ATTACHMENTS:

- Reso13-151 (DOCX)
- Utility Service Co (water tower)-11-13-189-007-13 (DOCX)
- Exhibit A - Utility Service (DOCX)
- Exhibit B - Utility Service (PDF)

RESOLUTION #13-151

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND UTILITY SERVICE CO., INC.
(Water Tower Inspection)

WHEREAS, the City is in need of inspection services for its water tower located on Matthew Drive; and

WHEREAS, Utility Service Co., Inc. has available and offers to provide personnel and equipment necessary to accomplish those inspection services within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Utility Service Co., Inc. (Water Tower Inspection) as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of November, 2013.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND UTILITY SERVICE CO., INC. (Water Tower Inspection)

THIS AGREEMENT, made and entered into on this ____ day of ______________, 2013, by and between the City of De Pere ("City") and Utility Service Co., Inc., a foreign corporation authorized to do business in Wisconsin ("Consultant"):

WITNESSETH

WHEREAS, the City is in need of inspection services for its water tower located on Matthew Drive; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the September 26, 2013 Request for Proposals (Exhibit A) and Consultants Proposal thereto dated October 24, 2013 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format.

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed by December 31, 2013. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay closeout of the contract within said time, Consultant shall so inform the City in writing.

VIII. COMPENSATION

For the services which are to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed $2,350 payable in a lump sum at the conclusion of the project. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Should City, without cause, withhold payment for amounts due Consultant, Consultant shall be entitled to recover from City all amounts lawfully due including expenses of collection and attorney fees.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineer and/or surveyor's fee on the project, whichever is less.

XI. ALLOCATION OF RISKS

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

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

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

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

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

XVII. TERMINATION OF WORK

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

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

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XVIII. MEDIATION

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

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

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

XIX. NOTICES

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

If to City:	With a copy to:
City of DePere Attention: City Clerk-Treasurer 335 South Broadway Street DePere, WI 54115	City of De Pere Attention: Director of Public Works 925 South Sixth Street De Pere, WI 54115

If to Consultant:

Utility Service Co., Inc.
Attention: Mike Trombly
N8196 County Road H
Gleason, WI 54435

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

UTILITY SERVICE CO., INC.	CITY OF DE PERE
By:	By:
______________________________	______________________________
Print Name: Title:	Michael J. Walsh, Mayor
______________________________	______________________________
Print Name: Title:	Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2013\Utility Service Co (water tower)-11-13-189-007-13.docx

City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

September 26, 2013

Mr. Michael Olesen
Utility Service Company, Inc.
1201 H Richards Avenue
Watertown, WI 53094

RE: Request for Proposals
2013 Matthew Tower Inspection

Dear Mr. Olesen:

The City of De Pere is requesting a proposal from your firm to complete inspection of the Matthew Tower. The tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. The height of the tower is 134.5 feet and the diameter of the tower is 56 feet. The tower was last inspected in 2008 when the tower's interior and exterior were painted. The City is required by Wisconsin Statutes NR 811.08(5) to inspect our water storage facilities every five (5) years. The interior of the tank for this inspection will require at a minimum a wet inspection

Scope of Work:

1. Review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.

2. Conduct inspections of the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements.

3. Prepare a final report showing the results of the tower inspection. The report shall include a summary of the inspection and a list of any deficiencies in the tower. The written report will include photos for the tower inspection. The final report will contain recommendations for future work based on the results of this inspection.

4. Prepare reports for WDNR as required.

5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The City's intent is to complete the tower inspection activities by December 31, 2013.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

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

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.

2. Previous Experience: Past Work on projects of similar or greater magnitude.

3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All proposals shall be received prior to 3 p.m. on October 25, 2013. Three (3) copies of the proposal should be submitted for review.

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

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott Thoresen, P.E.
Director of Public Works

UTILITY SERVICE
MIKE TROMBLY
N8196 COUNTY ROAD H
GLEASON, WI 54435
MOBILE 616-460-2246
FAX 478-987-2991
MTROMBLY@UTILITYSERVICE.COM
WWW.UTILITYSERVICE.COM

Utility Service

October 24, 2013

City of De Pere
Attn: Mr. Scott J. Thoresen P.E.,
Director of Public Works
925 South Sixth Street
De Pere, WI 54115

Re: Matthew Water Tank Inspection Proposal

Scott:

Per your request, find enclosed an ROV Water Tank Inspection Proposal for your 500,000 gallon Pedisphere Tank. The proposal will cover a wet ROV Inspection of your water tank in accordance with **WDNR guidelines for water tank inspections.** We will also assess the **structural, sanitary, coatings, safety and security conditions** of your water tank.

I have also included for your review, a copy of our Liability Insurance Certificate and a Company Profile that highlights our capabilities. Utility Service is the nation's largest provider of Full Service Asset Management Programs for water storage vessels. We complete roughly 10,000 inspections annually and renovate over 1,400 tanks a year.

Once you have a chance to review the proposal, please sign, date and fax a copy to my office at: 478-987-2991.

Once I receive the signed proposal, we can coordinate a date and time that will work out best for both parties to complete the inspections.

In the meantime, should anything arise that needs my attention, please feel free to contact me at anytime.

Regards,

Mike Trombly
Water Systems Consultant
Utility Service Company Inc.
Mobile: 616-460-2246

Utility Service Group

UTILITY SERVICE COMPANY, INC.

535 Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 800-223-3695 | Fax: 478-987-2991
utilityservice.com

Date: October 24, 2013 *Submitted by:* **Mike Trombly** *Local Phone:* **616-460-2246**

SFID: *CN:* *SO:*

Proposal Submitted To:			*Phone Number:*		*Fax Number:*
City of De Pere			**920-339-8095**		**920-339-4071**
Street Address: **925 South Sixth Street**			*Description of Work to be Performed:* **ROV Tank Inspection**		
City: **De Pere**	*State:* **WI**	*Zip Code:* **54115**	*Tank Name:* **Matthew Tower**		
Billing Contact Name (Invoicing): **Scott J. Thoresen P.E.**	*Email:* **sthoresen@mail.de-pere.org**		*Job Site Address:* **Matthew Dr and Scheuring Rd**		
Job Contact (Inspection Reports): **Scott J. Thoresen P.E.**	*Email:* **sthoresen@mail.de-pere.org**		*County / Parish:* **Brown**	*Tank Size:* **500,000**	*Tank Style:* **Pedisphere**

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. A date shall be coordinated by both parties for the tank to be inspected by a Remote Operated Vehicle (ROV).
2. Inspection prices are based upon scheduling multiple visits in the area and we request flexibility in scheduling.
3. It is the Customer's responsibility to ensure that the safety conditions on the tank are up to code and that the ROV can be inserted into the tank with no obstructions.
4. All equipment entering the tank will be disinfected according to AWWA standards.
5. The tank exterior and interior will be inspected to assess the **Sanitary, Safety, Structural, Security, and Coatings conditions**. The interior inspection of the tank, as viewed by the ROV and associated equipment, will be recorded on a DVD during the inspection.
6. Exterior and interior paint samples will be taken and the samples will be analyzed at a certified laboratory to determine the total lead and chromium content of the existing coatings.
7. After all inspection work is completed, the tank will be sealed and made ready for service.
8. A comprehensive written report with color digital photographs will be submitted detailing the condition of the tank. A WDNR report will also be attached.
9. A representative of Utility Service Co., Inc. will scheduled a date with the Owner to present the inspection report and findings.
10. The above pricing is contingent on accessibility of the site and the ability of USG to perform tasks required unobstructed, and to complete the task in one full work day. ($1,500.00 for each additional day)

Please sign and date this proposal and fax one copy to our office.

Two Thousand Three Hundred Fifty and ---00/100 Dollars $2,350.00

Payment to be made as follows: **Payment in Full Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized USG Signature Mike J. T

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month ______________ *Signature* ______________

Date of Acceptance ______________ *Printed Name* ______________

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/29/2012

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

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

PRODUCER
MARSH USA, INC.
445 SOUTH STREET
MORRISTOWN, NJ 07962-1966
Attn: Morristown.certrequest@Marsh.com Fax 212-948-0979

100055-USG-GAWU-12-13

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Prop. Casualty Co. Of America	25674
INSURER B : N/A	N/A
INSURER C : Travelers Indemnity Co	25658
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
UTILITY SERVICE CO., INC.
P.O. BOX 1350
PERRY, GA 31069

COVERAGES **CERTIFICATE NUMBER:** NYC-005734274-07 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TC2J-GLSA-650G2458-12	03/01/2012	03/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 5,000 $ 2,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			TC2J-CAP-752G2989-TIL-12	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TC2J-UB-116D8243-TIL - 12 (AOS) TRJ-UB-116D8255-IND-12 (AZ, MA, OR, WI)	03/01/2012 03/01/2012	03/01/2013 03/01/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

EVIDENCE OF INSURANCE ONLY.

CERTIFICATE HOLDER

UTILITY SERVICE CO., INC.
PO BOX 1350
PERRY, GA 31069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee
Manashi Mukherjee

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **November 19, 2013**

DEPARTMENT: **Fire Department**

FROM: **Jeffrey Roemer**

SUBJECT: **Discussion on Fire Department Organizational and Consolidation Feasibility Analysis Report**

This item has been placed on the agenda so that the Council can give directions relating to the Analysis. An initial determination of moving forward on the Analysis recommendations or movement in a different direction is needed. I have created bulleted items of the major implementation processes that need to be started. As the project teams meet and determine the recommended approach on individual issues, those would then come back to the Council for approval. The Council should make some determination as to what roles they want the Finance and Personnel Committee, Fire Chief, Mayor, City Administrator and Council to have in the implementation process.

The major implementation processes are:

- Move forward with the Analysis recommendations or take a different direction
- Define a Analysis implementation project team
- Develop a risk management process with the City
- Complete a fire risk assessment and response strategy
- Automatic aid agreements have already been implemented
- Put together ways to expand interdepartmental training with surrounding jurisdiction and the police department, including costs, time, performance measurements and benefits.
- Begin discussion with GBMFD to determine potential options, related costs, service impacts and potential benefits for functional consolidation
- Begin discussions with the Village of Ashwaubenon on an East side station location, including staffing and coverage, costs and benefits.
- Establish a committee to review police and fire coordination, city wide emergency planning, and major event planning.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **November 19, 2013**

DEPARTMENT: **Fire Department**

FROM: **Jeffrey Roemer**

SUBJECT: **Approval of EMS notepad Air Cards for internet connection in the ambulances**

I am requesting approval of a City of De Pere - AT & T monthly air card fee, based on the State of Wisconsin municipal contract to provide wireless service to the notepad computers used on the ambulances. This service will be utilized to connect to the internet and sync incident call information with EMS Medical Billing and Brown County Dispatch.

This item was supposed to be on the November Finance and Personnel Committee Meeting, but I failed to hit submit on Minute Traq. Delaying this decision would adversely affect the ability to utilize the notepads in the field and improve our reporting and billing abilities.

I have attached the State price plan. The monthly cost of each unit will be $37.99 or a total of $113.97 per month. This amount would come out of the budget telephone account #210.

ATTACHMENTS:

- STATE OF WI MOBILITY CONTRACT (PDF)

STATE OF WI MOBILITY CONTRACT # 15-91575-121

AT&T AGREEMENT # 1690158

Early Term Fees	Waived
Upgrade Fees	Waived
Activation Fee	Waived
Upgrade eligibility	after 12 months
IRU discount	15%
State of WI DOA contract info page	http://www.doa.state.wi.us/docview.asp?docid=6642

VOICE RATE PLANS		Monthly Cost	Per minute cost	
National Flat Rate		$0	$0.06	pay for each minute of usage
Gov Pool Plans		Monthly cost		
	100	$21.84	includes unl mobile to mobile and 5000 n/w	
	200	$26.18	includes unl mobile to mobile and 5000 n/w	
	300	$28.08	includes unl mobile to mobile and 5000 n/w	
	600	$40.81	includes unl mobile to mobile and unl n/w	
	1000	$51.48	includes unl mobile to mobile and unl n/w	
	6000	$136.50	includes unl mobile to mobile and unl n/w	

May ONLY have max of 4 Gov Pool plan choices per FAN

DATA RATE PLANS	Monthly cost
Unlimited Smartphone	$27.00
5 GB Smartphone w/tethering	$37.00
3 GB Tablet Plan	$26.95
5 GB Tablet Plan	$37.99
5 GB Laptop Connect	$37.99

All other voice/data plans not listed are 23% off of standard rates, NOTE: does NOT apply to features

VOICE/DATA/ TEXT BUNDLE PLANS

includes pooled voice minutes, Unlimited data, Unlimited text msg

300 Bundle	$50.00
600 Bundle	$63.00
1000 Bundle	$74.00

FEATURES	
Text 200 (RMSG1)	$2.00
Text Unlimited (RMSG3)	$10.00
Text 200 with voice plan other than FLAT RATE PLAN (State Plan)	FREE
Push to Talk	$5.00
Wireless Priority Service monthly fee	WAIVED

EQUIPMENT

Free Voice phones (models subject to change)

Pantech Breeze III

LG a340

Other equipment pricing listed on Equipment matrix -link provided to the matrix at: http://www.doa.state.wi.us/docview.asp?docid=6642		
ACCESSORY DISCOUNT	27%	Does not apply to Apple branded accessories

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**November 19, 2013**
DEPARTMENT:	**Fire Department**
FROM:	**Jeffrey Roemer**
SUBJECT:	**Approval to move forward with Dispatch to EMS Billing software interface**

I am requesting approval of the attached Imagetrend Quote. This is to write the program that will allow the Dispatch Centers computer aided dispatch software to interface with our new emergency medical service software, so that the incident dispatch information can be electronically sent to the EMS incident report program. Part of the quote also includes an annual interface support fee. The cost for this would be taken out of the ACT 102 EMS funds in the department budget.

This item was supposed to be on the Finance and Personnel Committee meeting November 12th, but I neglected to hit submit when I entered it on the agenda. We are trying to get this program up and running to improve the EMS billing efforts and I did not want to lose another month.

Thanks for your consideration.

ATTACHMENTS:

- Quote EK-791.EMSMedical.DePere.CAD (PDF)

Ship To:
DePere Fire Department

Bill To:
Bill Field
EMS Medical Billing
9401 W Brown Deer Rd STE 101
Milwaukee, WI 53224
262-208-0010
bill.field@emsmedicalbilling.com

IMAGETREND INC.

Quote

Salesperson	Proposal Number	Date
Eric Kaphingst	EK-791	October 24, 2013

Description	Qty	Unit Price	Total
Integrations			
CAD Integration from Brown County Dispatch to De Pere Fire Department - on EMSMBA RB	1	$2,000.00	$2,000.00
CAD Annual Support	1	$400.00	$400.00
		TOTAL Year 1	**$2,400.00**
		Annual Fees after Year 1	**$400.00**

Terms of Agreement

- The above mentioned items will be invoiced independently upon completion with payment terms of net 30 days.
- The recurring annual fees will be billed annually in advance.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on 2,200 annual incidents as provided by Client. ImageTrend reserves the right to audit the annual incident volume and the option to increase future support and hosting costs, with advanced notification to the Client, if the number of annual incidents increases substantially and has a resulting effect of increased support calls and hosting requirements to ImageTrend.
- ImageTrend reserves the right to reevaluate on an annual basis and potentially increase the ongoing annual fee rates for the subsequent years. The increase shall not, however, exceed inflation.
- This proposal is valid for 90 days.

Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees.
Note: Client will install the software on their servers following ImageTrend's current recommendations and installation procedures.
Note: Client agrees to provide ImageTrend unlimited server access for the purpose of assisting in standard installation and error analysis procedures.
Note: Client will provide sufficient infrastructure and follow ImageTrend recommendations to ensure application's accessibility and response times. Client will configure the hosting environment to the hardware recommendations as provided.

Approved As:
ImageTrend, Inc.

EMS Medical Billing

Signature

Dated

Purchase Order # (if applicable)

Attachment: Quote EK-791.EMSMedical.DePere.CAD (1579 : Approval to move forward with Dispatch to EMS Billing software interface)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 19, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Vicki Scray

SUBJECT: Operator License Applications

ATTACHMENTS:

- 11-19-13 (PDF)

CITY OF DE PERE - NOVEMBER 19, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
PREVIOUSLY TABLED OPERATOR LICENSE APPLICATIONS					
1	CRAWFORD, RODRICK J.	132 1/2 S. BROADWAY ST.	DE PERE	WI	54115
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERIOD					
1	HANNON, BRITTANY D.	1331 BELLEVUE ST., LOT 99	GREEN BAY	WI	54302
2	LEMKE, BONNIE H.	2353 CLEM LN.	DE PERE	WI	54115
3	TREPANIER, KRISTIN N.	1187 OREGAN ST.	GREEN BAY	WI	54303

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: November 19, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Voucher approval.

ATTACHMENTS:

- 11-19-13 VOUCHERS (PDF)

26.a

PACKET: 04166 NOV 2013 COUNCIL - 2 11-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2982	ALL CITY COMMUNICATIONS							
	I-4699567-110113	ALL CITY COMMUNICATIONS	R	11/19/2013		170.50CR	069789	170.50
5603	ALLEGRA PRINT & IMAGING INC							
	I-68067	ALLEGRA PRINT & IMAGING INC	R	11/19/2013		1,521.00CR	069790	1,521.00
0438	ALLIED EQUIPMENT INC							
	I-22551	ALLIED EQUIPMENT INC	R	11/19/2013		360.69CR	069791	360.69
6022	APPLETON POST CRESCENT							
	I-7579281	APPLETON POST CRESCENT	R	11/19/2013		910.95CR	069792	910.95
2878	ARING EQUIPMENT CO INC							
	I-C31548	ARING EQUIPMENT CO INC	R	11/19/2013		214.72CR	069793	214.72
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000055184	BADGER LABORATORIES & ENGINEER	R	11/19/2013		20.00CR	069794	20.00
0020	BADGERLAND PRINTING INC							
	I-22064	BADGERLAND PRINTING INC	R	11/19/2013		265.00CR	069795	
	I-22616	BADGERLAND PRINTING INC	R	11/19/2013		129.00CR	069795	
	I-22627	BADGERLAND PRINTING INC	R	11/19/2013		44.00CR	069795	438.00
0023	BATTERIES PLUS LLC							
	I-501-409937	BATTERIES PLUS LLC	R	11/19/2013		41.28CR	069796	41.28
0027	BAY TOWEL INC							
	I-1710304	BAY TOWEL INC	R	11/19/2013		20.91CR	069797	
	I-1713564	BAY TOWEL INC	R	11/19/2013		36.40CR	069797	
	I-1713565	BAY TOWEL INC	R	11/19/2013		51.95CR	069797	
	I-1716807	BAY TOWEL INC	R	11/19/2013		36.40CR	069797	
	I-1716808	BAY TOWEL INC	R	11/19/2013		50.42CR	069797	
	I-1718723	BAY TOWEL INC	R	11/19/2013		80.90CR	069797	276.98
6849	BONGERS, ERIN							
	I-201311132746	BONGERS, ERIN	R	11/19/2013		400.59CR	069798	400.59
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-201311132747	BROWN COUNTY HIGHWAY DEPARTMEN	R	11/19/2013		867.77CR	069799	
	I-797	BROWN COUNTY HIGHWAY DEPARTMEN	R	11/19/2013		13,835.22CR	069799	14,702.99
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-15005	BROWN COUNTY PORT SOLID WASTE	R	11/19/2013		121.20CR	069800	
	I-23257	BROWN COUNTY PORT SOLID WASTE	R	11/19/2013		19,518.39CR	069800	19,639.59

Attachment: 11-19-13 VOUCHERS (1574 : Voucher Approval.)

PACKET: 04166 NOV 2013 COUNCIL - 2 11-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201311132748	BROWN COUNTY REGISTER OF DEEDS	R	11/19/2013		92.00CR	069801	92.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-175909	CARQUEST AUTO PARTS LLC	R	11/19/2013		16.50CR	069802	
	I-6339-175933	CARQUEST AUTO PARTS LLC	R	11/19/2013		57.89CR	069802	
	I-6339-176110	CARQUEST AUTO PARTS LLC	R	11/19/2013		69.80CR	069802	
	I-6339-176520	CARQUEST AUTO PARTS LLC	R	11/19/2013		41.34CR	069802	
	I-6339-176560	CARQUEST AUTO PARTS LLC	R	11/19/2013		16.50CR	069802	202.03
6823	CENTURY MANUFACTURING CORP							
	I-528277	CENTURY MANUFACTURING CORP	R	11/19/2013		297.00CR	069803	297.00
0345	CERTIFIED POWER INC - FLUID SYSTEMS							
	I-30253463	CERTIFIED POWER INC - FLUID SY	R	11/19/2013		66.07CR	069804	66.07
2708	CLEANING SOLUTION SERVICES INC							
	I-05-8525	CLEANING SOLUTION SERVICES INC	R	11/19/2013		1,363.55CR	069805	
	I-05-85558	CLEANING SOLUTION SERVICES INC	R	11/19/2013		1,635.00CR	069805	2,998.55
0217	COUNTRY VISIONS COOPERATIVE							
	I-37956	COUNTRY VISIONS COOPERATIVE	R	11/19/2013		10.96CR	069806	10.96
0063	DAANEN & JANSSEN INC							
	I-134721	DAANEN & JANSSEN INC	R	11/19/2013		720.00CR	069807	720.00
0075	DIGGERS HOTLINE INC							
	I-131 0 36401	DIGGERS HOTLINE INC	R	11/19/2013		634.59CR	069808	634.59
0086	EMPLOYEE RESOURCE CENTER INC							
	I-1013-070	EMPLOYEE RESOURCE CENTER INC	R	11/19/2013		345.00CR	069809	345.00
0091	FASTENAL COMPANY							
	I-WIGRE280912	FASTENAL COMPANY	R	11/19/2013		6.26CR	069810	6.26
2627	FESTIVAL FOODS INC							
	I-136	FESTIVAL FOODS INC	R	11/19/2013		9.77CR	069811	
	I-201311132749	FESTIVAL FOODS INC	R	11/19/2013		3.29CR	069811	13.06
5124	FIRELINE SPRINKLER CORP							
	I-6551-13	FIRELINE SPRINKLER CORP	R	11/19/2013		255.00CR	069812	255.00

PACKET: 04166 NOV 2013 COUNCIL - 2 11-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0835	FOSTER COACH SALES INC							
	I-7121	FOSTER COACH SALES INC	R	11/19/2013		75.87CR	069813	
	I-7170	FOSTER COACH SALES INC	R	11/19/2013		387.17CR	069813	463.04
0562	GALL'S INC							
	I-1141190	GALL'S INC	R	11/19/2013		9.94CR	069814	
	I-1143127	GALL'S INC	R	11/19/2013		81.60CR	069814	
	I-1169925	GALL'S INC	R	11/19/2013		177.03CR	069814	268.57
1891	GANNETT WI MEDIA							
	I-7581728	GANNETT WI MEDIA	R	11/19/2013		496.28CR	069815	
	I-7582082	GANNETT WI MEDIA	R	11/19/2013		36.00CR	069815	532.28
0116	GRAINGER INC							
	I-9268732758	GRAINGER INC	R	11/19/2013		89.54CR	069816	
	I-9268732766	GRAINGER INC	R	11/19/2013		80.47CR	069816	
	I-9270968721	GRAINGER INC	R	11/19/2013		98.57CR	069816	268.58
0124	GREEN BAY CITY TREASURER							
	I-87214	GREEN BAY CITY TREASURER	R	11/19/2013		6,424.96CR	069817	6,424.96
0446	HAWKINS INC							
	I-3529433 RI	HAWKINS INC	R	11/19/2013		4,811.39CR	069818	4,811.39
3521	HD SUPPLY WATERWORKS LTD							
	I-B608793	HD SUPPLY WATERWORKS LTD	R	11/19/2013		27,650.00CR	069819	
	I-B679953	HD SUPPLY WATERWORKS LTD	R	11/19/2013		868.98CR	069819	
	I-B713366	HD SUPPLY WATERWORKS LTD	R	11/19/2013		1,621.00CR	069819	
	I-B713735	HD SUPPLY WATERWORKS LTD	R	11/19/2013		2,322.00CR	069819	
	I-B719598	HD SUPPLY WATERWORKS LTD	R	11/19/2013		57,441.00CR	069819	89,902.98
6850	JANICE HEYRMAN							
	I-201311132750	JANICE HEYRMAN	R	11/19/2013		110.00CR	069820	110.00
5484	HYDRO DESIGNS INC							
	I-30553-IN	HYDRO DESIGNS INC	R	11/19/2013		2,876.00CR	069821	
	I-30640-IN	HYDRO DESIGNS INC	R	11/19/2013		1,415.00CR	069821	4,291.00
3468	ID-ACCESS							
	I-953	ID-ACCESS	R	11/19/2013		10.00CR	069822	10.00
1399	INDOFF INC							
	I-2358261	INDOFF INC	R	11/19/2013		3.78CR	069823	
	I-2360856	INDOFF INC	R	11/19/2013		65.13CR	069823	
	I-2361162	INDOFF INC	R	11/19/2013		74.25CR	069823	
	I-2361768	INDOFF INC	R	11/19/2013		27.11CR	069823	
	I-2362589	INDOFF INC	R	11/19/2013		32.50CR	069823	
	I-2366358	INDOFF INC	R	11/19/2013		161.61CR	069823	364.38

PACKET: 04166 NOV 2013 COUNCIL - 2 11-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0567	INDUSTRIAL MARKETING CORP							
	I-38693	INDUSTRIAL MARKETING CORP	R	11/19/2013		287.01CR	069824	
	I-38707	INDUSTRIAL MARKETING CORP	R	11/19/2013		760.68CR	069824	
	I-38724	INDUSTRIAL MARKETING CORP	R	11/19/2013		223.74CR	069824	1,271.43
1338	JAMES E KOCKEN TRUCKING							
	I-201311132751	JAMES E KOCKEN TRUCKING	R	11/19/2013		700.00CR	069825	700.00
1276	JX ENTERPRISES INC							
	I-D-232940049	JX ENTERPRISES INC	R	11/19/2013		17.96CR	069826	
	I-D-232940051	JX ENTERPRISES INC	R	11/19/2013		43.12CR	069826	
	I-D-232960051	JX ENTERPRISES INC	R	11/19/2013		117.03CR	069826	
	I-D-233030035	JX ENTERPRISES INC	R	11/19/2013		64.90CR	069826	243.01
3140	KUNDINGER FLUID POWER INC							
	I-50259288	KUNDINGER FLUID POWER INC	R	11/19/2013		207.63CR	069827	207.63
0159	LEXIS NEXIS INC							
	I-1310259987	LEXIS NEXIS INC	R	11/19/2013		213.88CR	069828	213.88
0903	THE MAIL HAUS INC							
	I-135660	THE MAIL HAUS INC	R	11/19/2013		465.73CR	069829	465.73
6198	MAILFINANCE							
	I-H4270222	MAILFINANCE	R	11/19/2013		300.00CR	069830	
	I-H4288902	MAILFINANCE	R	11/19/2013		89.00CR	069830	389.00
0173	MENARDS INC							
	C-29531	MENARDS INC	R	11/19/2013		7.08	069831	
	C-30090	MENARDS INC	R	11/19/2013		69.20	069831	
	I-29329	MENARDS INC	R	11/19/2013		13.62CR	069831	
	I-29533	MENARDS INC	R	11/19/2013		14.55CR	069831	
	I-29700	MENARDS INC	R	11/19/2013		60.75CR	069831	
	I-29706	MENARDS INC	R	11/19/2013		23.96CR	069831	
	I-29709	MENARDS INC	R	11/19/2013		19.98CR	069831	
	I-30050	MENARDS INC	R	11/19/2013		112.98CR	069831	
	I-30098	MENARDS INC	R	11/19/2013		4.79CR	069831	
	I-30142	MENARDS INC	R	11/19/2013		21.40CR	069831	
	I-30315	MENARDS INC	R	11/19/2013		6.69CR	069831	202.44
5891	MIDWEST ENGINEERING SERVICES INC							
	I-G350027-IN	MIDWEST ENGINEERING SERVICES I	R	11/19/2013		4,438.60CR	069832	4,438.60

PACKET: 04166 NOV 2013 COUNCIL - 2 11-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

26.a

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0524	MJB INDUSTRIES INC							
	I-5745	MJB INDUSTRIES INC	R	11/19/2013		9,590.00CR	069833	9,590.00
6506	NAPC							
	I-201311132752	NAPC	R	11/19/2013		100.00CR	069834	100.00
4194	NATIONAL TRUST HIST PRES							
	I-201311132753	NATIONAL TRUST HIST PRES	R	11/19/2013		20.00CR	069835	20.00
6851	CARLA NICKS							
	I-201311132754	CARLA NICKS	R	11/19/2013		216.00CR	069836	216.00
3191	NIELSON COMMUNICATIONS INC							
	I-GB13-16832	NIELSON COMMUNICATIONS INC	R	11/19/2013		90.00CR	069837	90.00
0190	NORTHEAST ASPHALT INC							
	I-13-07 (4)	NORTHEAST ASPHALT INC	R	11/19/2013		136,056.95CR	069838	136,056.95
0531	NORTHEAST AUTO PARTS INC							
	I-284195	NORTHEAST AUTO PARTS INC	R	11/19/2013		22.47CR	069839	
	I-284207	NORTHEAST AUTO PARTS INC	R	11/19/2013		7.91CR	069839	
	I-284208	NORTHEAST AUTO PARTS INC	R	11/19/2013		7.91CR	069839	
	I-284240	NORTHEAST AUTO PARTS INC	R	11/19/2013		381.83CR	069839	
	I-284251	NORTHEAST AUTO PARTS INC	R	11/19/2013		31.26CR	069839	
	I-284270	NORTHEAST AUTO PARTS INC	R	11/19/2013		155.29CR	069839	
	I-284278	NORTHEAST AUTO PARTS INC	R	11/19/2013		38.98CR	069839	
	I-284310	NORTHEAST AUTO PARTS INC	R	11/19/2013		31.68CR	069839	
	I-284312	NORTHEAST AUTO PARTS INC	R	11/19/2013		22.49CR	069839	699.82
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000083869	NORTHEAST WI TECH COLLEGE	R	11/19/2013		504.80CR	069840	504.80
1160	OFFICEMAX INC							
	I-112459	OFFICEMAX INC	R	11/19/2013		89.58CR	069841	89.58
0499	PACK AND SHIP LLC							
	I-201311132755	PACK AND SHIP LLC	R	11/19/2013		26.49CR	069842	26.49
1246	PREVEA WORKMED INC							
	I-87292	PREVEA WORKMED INC	R	11/19/2013		111.00CR	069843	111.00
6128	PRINT-N-PRESS							
	I-S84519011	PRINT-N-PRESS	R	11/19/2013		467.91CR	069844	467.91

Attachment: 11-19-13 VOUCHERS (1574 : Voucher Approval.)

PACKET: 04166 NOV 2013 COUNCIL - 2 11-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0218	PROMOTIONAL DESIGNS INC							
	I-200589	PROMOTIONAL DESIGNS INC	R	11/19/2013		166.65CR	069845	166.65
5973	RAE-COR DISTRIBUTING INC							
	I-49812	RAE-COR DISTRIBUTING INC	R	11/19/2013		409.32CR	069846	409.32
5393	RICOH USA INC.							
	I-5028163680	RICOH USA INC.	R	11/19/2013		322.10CR	069847	322.10
6380	ROCK OIL REFINING INC							
	I-228402	ROCK OIL REFINING INC	R	11/19/2013		155.00CR	069848	155.00
5632	RW MANAGEMENT GROUP INC							
	I-1113-630	RW MANAGEMENT GROUP INC	R	11/19/2013		5,100.00CR	069849	5,100.00
6141	SHARPER EDGE LANDSCAPING LLC							
	I-31762	SHARPER EDGE LANDSCAPING LLC	R	11/19/2013		45.00CR	069850	45.00
0999	STAPLES ADVANTAGE							
	I-3212792395	STAPLES ADVANTAGE	R	11/19/2013		82.70CR	069851	82.70
0255	STELLPFLUG LAW SC							
	I-406-01M (212)	STELLPFLUG LAW SC	R	11/19/2013		1,727.16CR	069852	1,727.16
0262	TEMPERATURE SYSTEMS INC							
	I-2213560-00	TEMPERATURE SYSTEMS INC	R	11/19/2013		191.92CR	069853	
	I-2213565-00	TEMPERATURE SYSTEMS INC	R	11/19/2013		75.06CR	069853	266.98
6852	TKK ELECTRONICS LLC							
	I-9263	TKK ELECTRONICS LLC	R	11/19/2013		7,907.25CR	069854	7,907.25
4696	US CELLULAR							
	I-11584793	US CELLULAR	R	11/19/2013		105.36CR	069855	105.36
0857	USA BLUEBOOK							
	I-187312	USA BLUEBOOK	R	11/19/2013		784.24CR	069856	784.24
0277	VAN'S FIRE & SAFETY INC							
	I-4053857	VAN'S FIRE & SAFETY INC	R	11/19/2013		282.70CR	069857	
	I-4053858	VAN'S FIRE & SAFETY INC	R	11/19/2013		25.00CR	069857	307.70
0278	VIKING MACHINE & DESIGN INC							
	I-4135	VIKING MACHINE & DESIGN INC	R	11/19/2013		75.00CR	069858	75.00

PACKET: 04166 NOV 2013 COUNCIL - 2 11-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0238	WAUSAU EQUIPMENT CO INC							
	I-156042	WAUSAU EQUIPMENT CO INC	R	11/19/2013		834.57CR	069859	834.57
0282	WESCO DISTRIBUTION INC							
	I-489249	WESCO DISTRIBUTION INC	R	11/19/2013		58.02CR	069860	
	I-495643	WESCO DISTRIBUTION INC	R	11/19/2013		293.98CR	069860	352.00
1181	WI PARK AND RECREATION ASSOC							
	I-229-14	WI PARK AND RECREATION ASSOC	R	11/19/2013		125.00CR	069861	
	I-233-14	WI PARK AND RECREATION ASSOC	R	11/19/2013		125.00CR	069861	
	I-234-14	WI PARK AND RECREATION ASSOC	R	11/19/2013		125.00CR	069861	375.00
6811	CHRYSTAL WOLLER							
	I-201311132756	CHRYSTAL WOLLER	R	11/19/2013		89.27CR	069862	89.27
0300	ZARNOTH BRUSH WORKS INC							
	I-146297-IN	ZARNOTH BRUSH WORKS INC	R	11/19/2013		318.00CR	069863	
	I-146313-IN	ZARNOTH BRUSH WORKS INC	R	11/19/2013		924.00CR	069863	1,242.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	75	0.00	328,236.56	328,236.56
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	75	0.00	328,236.56	328,236.56

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 04166 NOV 2013 COUNCIL - 2 11-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	11/2013	68,470.52CR
201	11/2013	44,016.55CR
208	11/2013	87.59CR
290	11/2013	62.00CR
405	11/2013	154,330.77CR
601	11/2013	57,466.55CR
650	11/2013	3,802.58CR
ALL		328,236.56CR