



Common Council

Regular Meeting

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

Agenda

Tuesday, December 20, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **December 20, 2016** 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 December 6, 2016 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the License Committee on an Application for a "Class A" Intoxicating Liquor License for Scheuring Road Mobil Mart, LLP (DBA Scheuring Road Mobil Mart), 1620 Lawrence Dr. Submitted by Scheuring Road Mobil Mart, LLP, Agent: Scott Hendricks, 649 Harvest Winds Ct, De Pere, WI.
6. Ordinance #16-28, Annexing Territory to the City of De Pere, Wisconsin (Becker, Clancy, Hutjens and Kerkhoff).
7. Ordinance #16-29, Amending Chapter 8 De Pere Municipal Code to Prohibit Prowling.
8. Ordinance #16-30, Amending Chapter 8 De Pere Municipal Code to Prohibit Misuse of 911.
9. Ordinance #16-31, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
10. Ordinance #16-32, Amending Chapter 82 De Pere Municipal Code Regarding Solid Waste/Curbside Recyclable Collection.
11. Ordinance #16-33, Amending Section 106-6(a)(4) De Pere Municipal Code Regarding Special Event Applications.
12. Resolution #16-122, Authorizing Master License Agreement With Wisconsin Technology Networking, LLC (Use of City Rights-of-Way).
13. Resolution #16-123, Authorizing Issuance of a Promissory Note for Temporary Borrowing of \$275,000 for Public Purposes.
14. Resolution #16-124, Revising Sewer Service Rates (December 2016).
15. Consideration of the following Fees for 2017.

A. Resolution #16-125, Regarding Certain Fees.

B. Resolution #16-126, Regarding De pere Parks, Recreation and Forestry Recreation Programs, Swimming Pool and Community Center Fees 2017.

C. Resolution #16-127, Regarding Rescue Service Fees.

16. Resolution #16-128, Authorizing Agreement for Services Between CaremarkPCS Health, LLC, WisconsinRx Cooperative and the City of De Pere (Prescription Services Benefit Agreement).
17. Resolution #16-129, Authorizing Agreement for Services Between UMR, Inc. and the City of De Pere (Administrative Services Agreement).
18. Resolution #16-130, Authorizing The Negotiation of an Economic Development Loan with Battle House GB, LLC.
19. Consider Community Service Grant Applications.
20. Voucher Approval.
21. Operator License Applications.
22. Future agenda items.
23. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alders
persons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Claudia Schultz
Collin Fayas
Scott Hendricks
Craig Knapp
David Stauffacher
Sarah Burdette, Town of Ledgeview
Jann Charette, Town of Rockland
Richard Huxford, Huxford Surveyors
James & Julie Becker
Craig Hutjens
Theresa Clancy
Richard & Michelle Kerkoff

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

MEETING DATE: December 20, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the December 6, 2016 Common Council Meeting.

ATTACHMENTS:

- 12-06-16 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, December 6, 2016

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on December 6, 2016 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
James Boyd	Aldersperson	Late	8:20 PM
Dan Carpenter	Aldersperson	Present	
Scott Crevier	Aldersperson	Present	
Michael Donovan	Aldersperson	Present	
Ryan Jennings	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Lisa Rafferty	Aldersperson	Present	

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the November 15, 2016 Common Council Meeting.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Aldersperson
SECONDER: Larry Lueck, Aldersperson
AYES: Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty
EXCUSED: James Boyd

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

Aldersperson Jennings stated that Definitely De Pere thanked everyone for shopping on Small Business Saturday and for coming out to their Winter Wonderland event. Letters to Santa can still be dropped off at Starry Realty. He also shared that the Brown County Administrative Committee will meet on Wednesday, December 21, at 5:30 p.m. in Room 203 of Green Bay City Hall to discuss winter trail maintenance of the Fox River Trail.

5. Recommendation from Plan Commission regarding a Proposed Extraterritorial Three Lot Certified Survey Map at 4427 Cottonwood Lane in Ledgeview (Parcel D-395-7).
Submitted by Steven M. Bieda, PLS.

City Economic Development and Planning Director Kim Flom stated that the Plan Commission recommended approval.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Larry Lueck, Aldersperson
SECONDER: Scott Crevier, Aldersperson
AYES: Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty
EXCUSED: James Boyd

6. Consideration of Ordinance Changes to Historic Preservation Ordinance (referred back to staff).

Attachment: 12-06-16 Common Council Minutes (5393 : Approval of the Minutes of the December 6, 2016 Common)

Aldersperson Jennings moved, seconded by Aldersperson Carpenter to approve the ordinance. City Economic Development and Planning Director Kim Flom explained the three ordinances presented: Ordinance 16-23A complies with what the state is requiring the City to adopt in Act 176, Ordinance 16-23B maintains the Certified Local Government (CLG) Status of the Historic Preservation Commission (HPC) by allowing the HPC to both initiate and designate local historic properties, and 16-23B2.0 accomplishes both previous ordinances, but adds that any final decision on local designation is made by the City Council. Discussion followed. Aldersperson Jennings amended his motion to approve only Ordinance 16-23B2.0; Aldersperson Carpenter seconded this amendment to the motion. Discussion followed. Aldersperson Raasch moved, seconded by Aldersperson Crevier to open the meeting. Upon vote, motion carried unanimously.

Gene Hackbarth of the HPC explained how the CLG grants have been used in the past to hire consultants to determine individual properties and districts as eligible for listing. Since receiving CLG status in 2001, the City of De Pere has added an additional 177 properties to the national and state historical registries. Discussion followed regarding implementations of not having CLG status moving forward, cost to have your own nomination prepared by a consultant, the ability to save a building in the City with significant historical importance, and concern of the ordinance removing property owner rights.

Joe DeRose from the State of Wisconsin Historical Society explained that other CLG communities are expressing concerns over the changes implemented by Act 176.

Mary Baeten and Dave Duquette each spoke against the proposed ordinance.

City Attorney Judy Schmidt-Lehman explained to the Council that the current ordinance that has been in place in the City for the past 14 years did not require property owner initiative to create a local historic district and the HPC did not designate any local historic districts without permission in that time. With approval of 16-23B2.0 every designation will go to the Council as a recommendation of the HPC.

Mike Fleck of the HPC explained that the HPC always goes with at least 60-70% property owner consent before designating a district historic. Discussion followed.

Aldersperson Donovan moved, seconded by Aldersperson Raasch to close the meeting.

Upon vote, motion carried unanimously. Discussion followed. City Attorney Judy Schmidt-Lehman explained that the motion on the table is to approve the third ordinance, 16-23B2.0, which does not require approval of 16-23A or 16-23B. If the motion to approve 16-23B2.0 fails, a motion can be made to approve the first two ordinances. City Economic Development and Planning Director Kim Flom explained that the only ordinance that must be passed is 16-23A, which brings the City of De Pere in compliance with Act 176. Discussion followed. Upon vote on the motion to approve Ordinance 16-23B2.0, motion carried 5-4 with Alderspersons Boyd, Carpenter, Donovan and Jennings voting Aye and Alderspersons Crevier, Lueck, Raasch and Rafferty voting nay; Mayor Walsh voted Aye to break the tie.

A. Ordinance #16-23A, Amending Various Provisions of Chapter 38 De Pere Municipal Code Regarding Historic Preservation in Compliance with 2015 Wisconsin Act 176.

B. Ordinance #16-23B, Amending Various Provisions of Chapter 38 De Pere Municipal Code Regarding Historic Preservation for Continued Certified Local Government Status.

C. Ordinance #16-23B2.0, Amending Various Provisions of Chapter 38 De Pere Municipal Code Regarding Historic Preservation In Compliance With 2015 Wisconsin Act 176 and for Continued Certified Local Government Status.

7. Ordinance #16-28, Annexing Territory to the City of De Pere, Wisconsin (Becker, Clancy, Hutjens and Kerkhoff).

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

8. Resolution #16-119, Rescinding Resolution #16-106 and Authorizing Settlement of Claim (Beverly Wojkiewicz).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

9. Resolution #16-120, Authorizing Associated Trust Company, N.A. Investment Agency Agreement For Institutions (City Asset Investment Account).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

10. Resolution #16-121, Authorizing Statement of Work of Camera Corner Connecting Point (ShoreTel Phone System).

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

11. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Donovan, Jennings, Lueck, Raasch, Rafferty

12. Operator License Applications.

CITY OF DE PERE - December 6, 2016					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	PRANKE, CRYSTAL E.	2064 TERRY LN	DE PERE	WI	54115
New Operator License Applications for the 2016-2018 Licensing Period					
1	BECKS, BRYAN S.	817 THIRD ST	DE PERE	WI	54115
2	CODERE, ABBY L.	1764 BURGOYNE CT #61	DE PERE	WI	54115
3	CORTEZ, ELIA ZAR	2420 K S YCAMORE DR #169	GREEN BAY	WI	54311
4	ELSINGER, KELSIE C.	472 S. GOOD HOPE RD	DE PERE	WI	54115
5	GERONDALE, AMBER L.	1739 BRIQUELET ST	GREEN BAY	WI	54304
6	HALBROOK, JENNIFER L.	514 N. MICHIGAN ST	DE PERE	WI	54115
7	LA MAY, HEATHER A.	1380 SCHEURING RD	DE PERE	WI	54115
8	LICHON, KELLY A.	1135 THRUSH ST	GREEN BAY	WI	54303
9	MATTHIES, JANELLA M.	1616 S. 16TH ST	MANTOWOC	WI	54220
10	PEREZ, ANDRES M.	1431 ORCHID LN	GREEN BAY	WI	54304
11	SELL, KAYLA M.	2105 RYAN RD #8	DE PERE	WI	54115
12	WATZKA, VICTORIA M.	320 S. CLAY ST	GREEN BAY	WI	54301
13	YOUNG, JOHN P.	3420 HUMBOLDT RD APT 11	GREEN BAY	WI	54311

Alderson Raasch moved, seconded by Alderson Carpenter to deny Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.
 Alderson Raasch moved, seconded by Alderson Carpenter to table Operator License Applications #1 and 5 and to approve Operator License Applications #2-4 and 6-13. Upon vote, motion carried unanimously.

13. Future agenda items. None.

14. City Administrator Annual Performance Appraisal.

Alderson Jennings moved, seconded by Alderson Boyd to close the meeting at 9:05 p.m. Upon roll call vote, motion carried unanimously. Alderson Donovan moved, seconded by Alderson Crevier to open the meeting. Upon roll call vote, motion carried unanimously.
 Alderson Carpenter moved, seconded by Alderson Boyd to approve a 3.5% compensation increase for the City Administrator. Upon vote, motion carried unanimously.

15. Adjournment.

Alderson Carpenter moved, seconded by Alderson Raasch to adjourn the meeting at 10:45 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

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

MEETING DATE: December 20, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on an Application for a "Class A" Intoxicating Liquor License for Scheuring Road Mobil Mart, LLP (DBA Scheuring Road Mobil Mart), 1620 Lawrence Dr. Submitted by Scheuring Road Mobil Mart, LLP, Agent: Scott Hendricks, 649 Harvest Winds Ct, De Pere, WI.

Scheuring Road Mobil Mart was granted a Class "A" Fermented Malt Beverage License for the 2016-2017 licensing period on June 7, 2016.

ATTACHMENTS:

- Scheuring Rd Mobil Mart (PDF)

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 16 ;
ending June 30 20 17 ;TO THE GOVERNING BODY of the: ☐ Town of
☐ Village of } De Pere
☒ City ofCounty of Brown Aldermanic Dist. No. _____ (if required by ordinance)

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name):
- Scheuring Road mobil mart, LLP

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

Title Name Home Address Post Office & Zip Code

President/Member _____

Vice President/Member _____

Secretary/Member _____

Treasurer/Member _____

Agent Scott HendricksDirectors/Managers Russ Van Rite

3. Trade Name
- Scheuring Road mobil mart
- Business Phone Number
- 920-983-7510

4. Address of Premises
- 1620 Lawrence Dr., De Pere
- Post Office & Zip Code
- WI, 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?
- ☐
- Yes
- ☒
- No

6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant?
- ☐
- Yes
- ☒
- No

7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?
- ☐
- Yes
- ☒
- No

8. (a) Corporate/limited liability company applicants only: Insert state
- WI
- and date
- 3/21/200
- of registration.

- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?
- ☐
- Yes
- ☒
- No

- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?
- ☒
- Yes
- ☐
- No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
- convenience store

10. Legal description (omit if street address is given above): _____

11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?
- ☒
- Yes
- ☐
- No

- (b) If yes, under what name was license issued?
- Scheuring Road mobil mart, LLP

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]
- ☒
- Yes
- ☐
- No

13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]
- ☒
- Yes
- ☐
- No

14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?
- ☒
- Yes
- ☐
- No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 7 day of December, 20 16Joyce L Budke
(Clerk/Notary Public)My commission expires 3-13-2020

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>12-12-16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Applicant's WI Seller's Permit No.: <u>454-000 404279-02</u>		FEIN Number: <u>39-200 1826</u>	
LICENSE REQUESTED			
TYPE	FEE		
☐ Class A beer	\$		
☐ Class B beer	\$		
☐ Class C wine	\$		
☒ Class A liquor	\$		
☐ Class A liquor (cider only)	\$ N/A		
☐ Class B liquor	\$		
☐ Reserve Class B liquor	\$		
☐ Class B (wine only) winery	\$		
Publication fee	\$ <u>30.00</u>		
TOTAL FEE	\$ <u>30.00</u>		

12-12-16
B#
117888

80. Russ Van Rite - The District Event Center, LLC
788 Armed Forces Dr., Green Bay, WI 54304
Class B - Beer/Liquor

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: December 20, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Ordinance #16-28, Annexing Territory to the City of De Pere, Wisconsin (Becker, Clancy, Hutjens and Kerkhoff).

On November 28, 2016, the Plan Commission voted 5-0 to recommend the following:
If the State Department of Administration finds that the annexation is in the public interest, that the area be annexed based on the following:

- 1) Conformance of the petitioned area to the City of De Pere Comprehensive Plan.
- 2) Ability of the City to adequately provide services to the area without adversely affecting existing levels of services.

That the Town of Ledgeview portion of the annexation area be zoned as A-1 Agricultural and that the Town of Rockland portion of the annexation area be zoned R-1 Residential.

That the Plan Commission recommendation be forwarded to the De Pere Common Council for the required final action.

ATTACHMENTS:

- Ord16-28-JSL edits (DOCX)
- ANNEXATION BOUNDARY LEGAL DESCRIPTIONS -- 13 Dec 2016 - Exhibit 1 (DOCX)
- Annexation Exhibit 2 (Becker et al.) (PDF)
- Annexation Exhibit 3 (Becker et al.) (PDF)
- 11-28-16 Becker PC-AmendforCouncil (DOCX)
- Becker Annexation Submittal (PDF)

ORDINANCE #16-28

ANNEXING TERRITORY TO THE CITY OF DE PERE, WISCONSIN (Becker, Clancy, Hutjens and Kerkhoff)

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

SECTION 1. Territory Annexed. In accordance with Wis. Stats. §66.0217(2) and the Petition for Direct Annexation by Unanimous Approval filed with the City Clerk on the 10th day of November, 2016, signed by all the electors residing in the territory and all of the owners of the real property in the territory, the following territory described in Exhibit 1, attached hereto and incorporated herein by reference, from the Town of Rockland and the Town of Ledgeview, Brown County, Wisconsin, is annexed to the City of De Pere, Wisconsin.

A copy of a scale map showing the above-described property is attached hereto and incorporated herein by reference as Exhibit 2.

SECTION 2. Effect of Annexation. From and after the date of this Ordinance the territory described in SECTION 1 shall be a part of the City of De Pere for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of De Pere.

SECTION 3. Temporary Zoning Classification. (a) Upon recommendation of the Plan Commission, the territory annexed to the City of De Pere by this ordinance is temporarily zoned as follows:

1. Parcel R-20: R-1, Single Family Residence District.
2. Parcels D-393-3; D-393-4; D-394; D-409; D-411-1; and D-411-2: A-1 Agricultural, General Farming.

(b) The Plan Commission is directed to prepare an amendment to the zoning ordinance setting forth a permanent zoning classification for the annexed area and to submit its recommendations to the Common Council.

SECTION 4. Department of Administration Review of Annexation. The Department of Administration (“Department”) has, pursuant to Wis. Stats. §66.0217(6), reviewed such annexation petition. That statute also requires the Department to provide, within 20 days after receipt of the annexation petition, a notice to the affected municipalities that states whether, in its opinion, the annexation is in the public interest or is not in the public interest as that term is defined in Wis. Stats. §66.0217(6)(c). The City has reviewed the reasons given by the department for its opinion that such annexation is not in the public interest, and after reviewing such determination as required under Wis. Stats. §66.0217(8), the Council responds as follows:

1. The Department’s opinion letter was not provided to the City within the 20 day statutory time-frame required under Wis. Stats. §66.0217(6)(a); and
2. The Department’s determination that the Town of Ledgeview (“Ledgeview”) can provide sanitary sewer, water supply, storm sewers, police and fire protection, EMS and zoning services to the territory subject to annexation is erroneous in that:
 - A. it does not recognize that Ledgeview does not provide any of the listed services in the Town of Rockland; and
 - B. it does not recognize that city sanitary sewer and water services are currently available in the right of way adjacent to annexation Parcel R-20 in the Town of Rockland; and
 - C. it does not recognize that EMS services provided to Ledgeview are in fact provided by the City Fire Rescue Department pursuant to an intergovernmental agreement; and
 - D. it does not recognize that the Towns of Ledgeview and Rockland provide volunteer fire service while the City provides its own full-time Fire Rescue Department with 24 hour professional fire and rescue services; and

- E. it does not recognize that police services are provided in Ledgeview and the Town of Rockland through the Brown County Sheriff's Department while the City provides its own full-time professional police force with 24-hour police protection; and
 - F. it does not recognize the City has provided professional planning/zoning services, including extraterritorial review jurisdiction and comprehensive planning since at least 1927.
- 3. The Department's comment that the comprehensive plans of the City and Ledgeview show the Ledgeview annexation property to remain in Ledgeview does not recognize that in 2010, when the City's comprehensive plan was last updated, De Pere and Ledgeview were operating under the terms of a tentative boundary agreement in conjunction with Ledgeview's then pending incorporation petition. Since Ledgeview's incorporation petition was dismissed by the Brown County Circuit Court, that tentative boundary agreement was not finalized. Irrespective, the City's 2010 comprehensive plan does focus on City future growth to the southeast, and the Ledgeview annexation property falls within those general parameters.
- 4. Further, the Department's statements regarding the comprehensive plans of the City and Ledgeview fail to mention that De Pere's comprehensive plan identifies the Rockland parcel to be annexed as in the City's future growth area.
- 5. The Department's determination that the territory to be annexed is irregular in shape and not homogeneous is erroneous because:
 - a. The Department confuses Wisconsin annexation case law when it claims the 180 foot connection between Parcel R-22 and D-411-4 creates an irregular 'balloon' shape because of the size of Parcel D-411-2 as compared to Parcel R-22. This 'balloon' concern arises under an annexation contiguity analysis, which is outside the scope of the "public interest" definition determination required of the Department under Wis. Stats. §66.0217(6); and

- b. the Department's finding of irregular shape is inconsistent with Wisconsin Court decisions finding that the boundaries of the territory to be annexed is discretionary with the petitioners; and
- 6. The Department's determination that the land uses surrounding the annexation parcels are already fully developed and receiving "urban-level" services from Ledgeview is erroneous because:
 - a. as shown in the map attached as Exhibit 3, the lands use in the surrounding area indicates the area to the southeast of the annexation territory is primarily undeveloped/agricultural use, which corresponds to the City's growth area as identified in its 2010 Comprehensive Plan; and
 - b. County police and volunteer fire services provided by Ledgeview are not "urban-level."

SECTION 5. Tax Payment. Pursuant to §66.0217(14)(a)1. Wis. Stats., the City hereby obligates itself and agrees for a period of five (5) years, to pay annually to the Town of Rockland and to the Town of Ledgeview an amount equal to the amount of property taxes levied on the annexed territory in each Town's jurisdiction, as shown by the tax roll under §70.65 Wis. Stats., for the year in which this annexation is final.

SECTION 6. Population. The population of the territory annexed is two (2).

SECTION 7. Ward Designation. The territory described in SECTION 1 is hereby made part of Ward 18 of the City, and subject to all the rules and regulations governing the same.

SECTION 8. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 9. Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, this 20th day of December, 2016.

APPROVED:

Michael J. Walsh, Mayor

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 11/28/16

Publication Date: _____

Effective Date: _____

EXHIBIT 1

PART OF LOT 1 OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 20 EAST, TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN.

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 34, T23N, R20E; THENCE S89°25'41"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 431.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°25'41"E ALONG THE SAID SOUTH LINE A DISTANCE OF 1239.76 FEET TO THE WEST LINE OF PRIVATE CLAIM 40, EAST SIDE FOX RIVER; THENCE S25°55'27"W ALONG SAID WEST LINE, A DISTANCE OF 1137.89 FEET; THENCE S89°59'27"W, A DISTANCE OF 681.53 FEET TO THE SAID CENTER OF COUNTY TRUNK HIGHWAY "PP"; THENCE N00°00'39"W ALONG SAID CENTER OF COUNTY TRUNK HIGHWAY "PP", A DISTANCE OF 384.58 FEET; THENCE N89°47'29"W, A DISTANCE OF 55.00' TO THE SOUTH LINE OF KILLARNY TRAIL; THENCE N00°00'39"W 69.95 FEET;; THENCE THE FOLLOWING THREE COURSE (3) ALONG WEST LINE OF C.T.H. "PP" (SOUTH BROADWAY STREET) AND THE EXTENSION THEREOF, N02°51'06"E A DISTANCE OF 100.13 FEET; THENCE N00°00'39"W A DISTANCE OF 380.88 FEET; THENCE N15°27'40"W A DISTANCE OF 41.77 FEET TO THE SOUTH LINE OF ROCKLAND ROAD AND TO THE END OF SAID COURSES; THENCE N00°34'19"E, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 22.80 ACRES MORE OR LESS INCLUDING ROAD RIGHT-OF-WAY.

BEING LANDS DESCRIBED IN DOCUMENT NUMBER 2660398 OF BROWN COUNTY RECORDS.

AND

PART OF LOT 1, HOWE'S SUBDIVISION, BEING PART OF PRIVATE CLAIM 38, EAST SIDE FOX RIVER AND PART OF PRIVATE CLAIMS 39 AND 40, EAST SIDE FOX RIVER ALL LOCATED IN THE TOWN OF LEDGEVIEW, BROWN COUNTY, WISCONSIN.

BEGINNING AT THE CLOSING CORNER OF SECTION 34, T23N, R20E AND THE WEST LINE OF PRIVATE CLAIM 40, EAST SIDE FOX RIVER; THENCE N26°02'52"E ALONG SAID WEST LINE OF PRIVATE CLAIM 40, A DISTANCE OF 344.71 FEET; THENCE S63°24'55"E, A DISTANCE OF 741.00 FEET; THENCE N23°54'22"E, A DISTANCE OF 595.00 FEET; THENCE S64°09'45"E, A DISTANCE OF 236.93 FEET TO THE SOUTHWEST CORNER OF PRIVATE CLAIM 39, EAST SIDE FOX RIVER; THENCE N26°38'33"E ALONG THE WEST LINE OF SAID PRIVATE CLAIM 39, A DISTANCE OF 2370.66 FEET; THENCE S20°18'24"E, A DISTANCE OF 491.16 FEET; THENCE S68°32'17"E, A DISTANCE OF 65.42 FEET; THENCE N87°47'11"E, A DISTANCE OF 63.27 FEET; THENCE N63°32'33"E, A DISTANCE OF 75.01 FEET; THENCE N38°15'10"E, A DISTANCE OF 68.05 FEET; THENCE S21°51'15"E, A DISTANCE OF 230.84 FEET; THENCE N42°42'01"E, A DISTANCE OF 491.12 FEET; THENCE S73°22'33"E, A DISTANCE OF 81.72 FEET TO THE SOUTH LINE OF COUNTY TRUNK HIGHWAY "X" (HERITAGE ROAD); THENCE N53°52'17"E, A DISTANCE OF 51.33 FEET TO THE CENTER OF SAID COUNTY TRUNK HIGHWAY "X" AND TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1909.86 FEET A CENTRAL ANGLE OF 14°31'25", AND A CHORD OF 482.83 FEET BEARING S56°36'55"E; THENCE SOUTHEAST ALONG SAID CURVE, A DISTANCE OF 484.12 FEET; THENCE CONTINUING ALONG SAID CENTER OF COUNTY TRUNK HIGHWAY "X" S63°52'37"E, A DISTANCE OF 194.88 FEET; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG THE WEST LINE OF COTTONWOOD LANE AND THE EXTENSION THEREOF AS DESCRIBED IN JACKET 16710 IMAGE 55 OF BROWN COUNTY RECORDS, S26°23'33"W, A DISTANCE OF 1155.54 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 965.00 FEET AND A CENTRAL ANGLE OF 06°21'00" AND A CHORD OF 106.90 FEET BEARING S29°34'03"W; THENCE SOUTHWEST ALONG SAID CURVE, A DISTANCE OF 106.95 FEET; THENCE S32°44'34"W, A DISTANCE OF 133.53 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1509.61 FEET AND A CENTRAL ANGLE OF 06°45'30" AND A CHORD OF 177.96 FEET BEARING S29°21'49"W ; THENCE ALONG SAID CURVE, A DISTANCE OF 178.07 FEET, TO THE POINT OF CURVATURE OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 1589.00 FEET A CENTRAL ANGLE OF 05°53'36" , AND A CHORD OF 163.37 FEET BEARING S23°02'16"W; THENCE ALONG SAID CURVE, A DISTANCE OF 163.44 FEET; THENCE S20°05'28"W, A DISTANCE OF 299.59 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 25°00'01" AND A CHORD OF 145.02 FEET BEARING S07°35'27"W ; THENCE ALONG SAID CURVE, A DISTANCE OF 146.17 FEET; THENCE S04°54'34"E, A DISTANCE OF 88.20 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 19°23'08" AND A CHORD OF 112.80 FEET BEARING S14°36'07"E; THENCE ALONG SAID CURVE, A DISTANCE OF 113.34 FEET; THENCE S24°17'41"E, A DISTANCE OF 262.17 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 140.11 FEET AND A CENTRAL ANGLE OF 49°14'45" AND A CHORD OF 116.75 FEET BEARING S00°19'41"W; THENCE ALONG SAID CURVE, A DISTANCE OF 120.42 FEET; THENCE S24°57'04"W, A DISTANCE OF 1080.47 FEET TO THE END OF SAID COURSES AND TO THE NORTH LINE OF COTTONWOOD ASSESSOR'S PLAT, VOLUME 19 PAGE 219 OF PLATS, DOCUMENT NUMBER 1438896 OF BROWN COUNTY RECORDS; THENCE N64°13'17"W ALONG SAID NORTH LINE, A DISTANCE OF 755.35 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, N63°40'30"W, A DISTANCE OF 2289.43 FEET TO THE SAID WEST LINE OF PRIVATE CLAIM 40; THENCE N25°55'27"E ALONG SAID WEST LINE, A DISTANCE OF 239.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 160.98 ACRES MORE OR LESS.

SAID PARCEL BEING LANDS DESCRIBED IN JACKET 20874 IMAGE 01 AND JACKET 24481 IMAGE 27 OF BROWN COUNTY RECORDS.

LANDS TO BE ATTACHED TO THE CITY OF DE PERE FROM THE TOWN OF ROCKLAND**ANNEXATION BOUNDARY DESCRIPTION TOWN OF ROCKLAND**

PART OF LOT 1 OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 20 EAST, TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN.

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 34, T22N, R20E; THENCE S89°25'41"E ALONG THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 431.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°25'41"E ALONG THE SAID SOUTH LINE A DISTANCE OF 1229.79 FEET TO THE WEST LINE OF PRIVATE CLAIM 40; THENCE S25°52'27"W ALONG SAID WEST LINE, A DISTANCE OF 1137.89 FEET; THENCE S89°25'27"W, A DISTANCE OF 681.33 FEET TO THE SAID CENTER OF COUNTRY TRUNK HIGHWAY "PP"; THENCE N02°00'39"W ALONG SAID CENTER OF COUNTRY TRUNK HIGHWAY "PP", A DISTANCE OF 384.58 FEET; THENCE N89°47'29"W, A DISTANCE OF 65.00 FEET TO THE SOUTH LINE OF KILLARY TRAIL; THENCE N02°00'39"W, A DISTANCE OF 59.35 FEET; THENCE THE FOLLOWING THREE COURSE (3) ALONG WEST LINE OF C.T.H. "PP" (SOUTH BROADWAY STREET) AND THE EXTENSION THEREOF: N02°51'00"E, A DISTANCE OF 100.13 FEET; THENCE N02°00'39"W, A DISTANCE OF 306.88 FEET; THENCE N15°27'40"W, A DISTANCE OF 4.77 FEET TO THE SOUTH LINE OF ROCKLAND ROAD AND TO THE END OF SAID COURSES; THENCE N02°54'19"E, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 22.80 ACRES MORE OR LESS INCLUDING ROAD RIGHT-OF-WAY.

BEING LANDS DESCRIBED IN DOCUMENT NUMBER 2660398 OF BROWN COUNTY RECORDS.

LANDS TO BE ATTACHED TO THE CITY OF DE PERE FROM THE TOWN OF LEDGEVIEW**ANNEXATION BOUNDARY DESCRIPTION TOWN OF LEDGEVIEW**

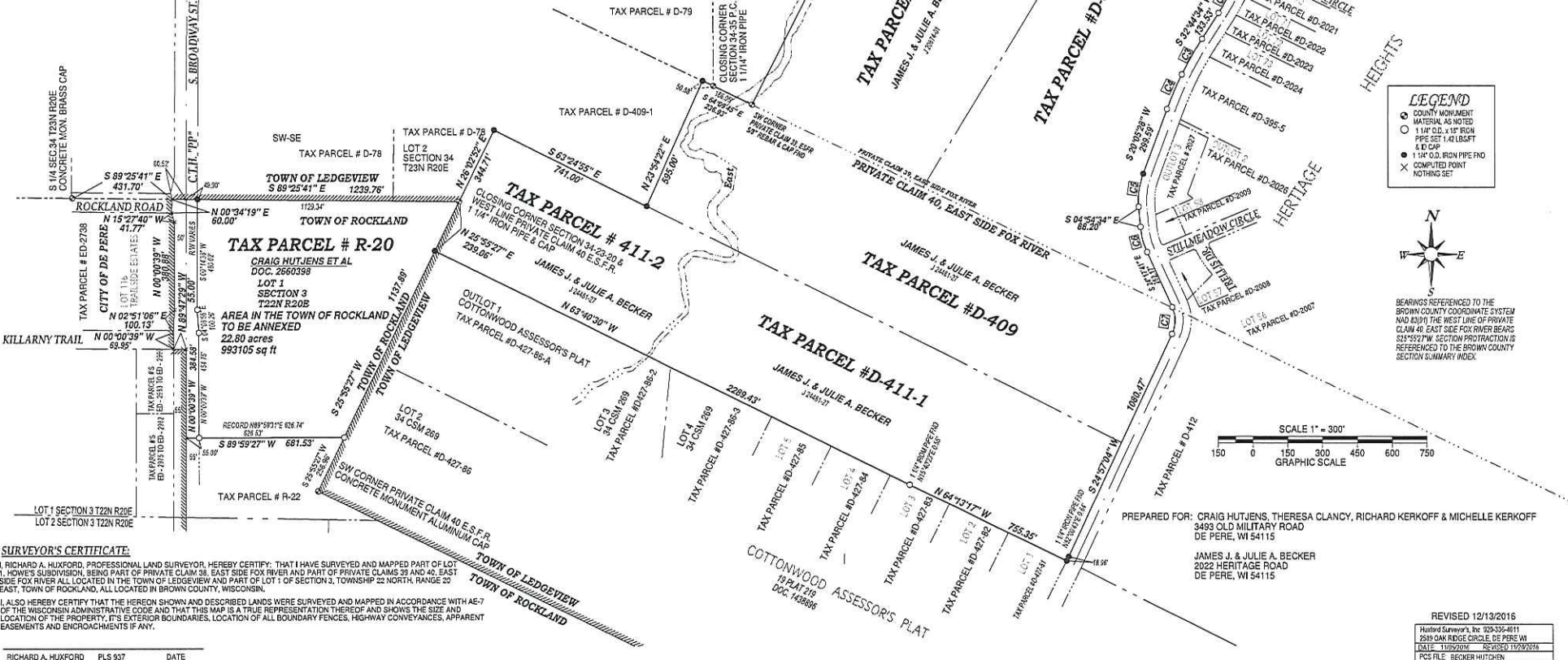
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BEGINNING AT THE CLOSING CORNER OF SECTION 34, T22N, R20E AND THE WEST LINE OF PRIVATE CLAIM 40, EAST SIDE FOX RIVER; THENCE N26°42'52"E ALONG SAID WEST LINE OF PRIVATE CLAIM 40, A DISTANCE OF 344.71 FEET; THENCE S83°34'52"E, A DISTANCE OF 741.00 FEET; THENCE S89°25'41"E, A DISTANCE OF 595.20 FEET; THENCE S84°09'48"E, A DISTANCE OF 285.00 FEET TO THE SOUTH WEST CORNER OF PRIVATE CLAIM 29, EAST SIDE FOX RIVER; THENCE N28°32'57"E ALONG THE WEST LINE OF SAID PRIVATE CLAIM 29, A DISTANCE OF 237.06 FEET; THENCE S20°18'24"E, A DISTANCE OF 491.16 FEET; THENCE S89°25'27"E, A DISTANCE OF 65.43 FEET; THENCE N87°41'11"E, A DISTANCE OF 63.27 FEET; THENCE N03°32'37"E, A DISTANCE OF 75.01 FEET; THENCE N08°51'07"E, A DISTANCE OF 68.05 FEET; THENCE S21°51'15"E, A DISTANCE OF 230.84 FEET; THENCE N44°40'11"E, A DISTANCE OF 491.12 FEET; THENCE S02°22'02"E, A DISTANCE OF 81.72 FEET TO THE SOUTH LINE OF COUNTRY TRUNK HIGHWAY "X" (HERITAGE ROAD); THENCE N83°52'17"E, A DISTANCE OF 51.33 FEET TO THE CENTER OF SAID COUNTRY TRUNK HIGHWAY "X" AND TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1809.88 FEET, A CENTRAL ANGLE OF 14°12'23", AND A CHORD OF 482.83 FEET BEARING S52°05'25"E; THENCE SOUTHEAST ALONG SAID CURVE, A DISTANCE OF 484.17 FEET; THENCE CONTINUING ALONG SAID CENTER OF COUNTRY TRUNK HIGHWAY "X" S63°50'27"E, A DISTANCE OF 184.88 FEET; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG THE WEST LINE OF COTTONWOOD LANE AND THE EXTENSION THEREOF AS DESCRIBED IN JACKET 16710 IMAGE 55 OF BROWN COUNTY RECORDS: S26°29'33"W, A DISTANCE OF 1155.54 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 965.00 FEET AND A CENTRAL ANGLE OF 06°21'20" AND A CHORD OF 103.00 FEET BEARING S29°40'47"W; THENCE SOUTHEAST ALONG SAID CURVE, A DISTANCE OF 108.95 FEET; THENCE S33°44'34"W, A DISTANCE OF 103.50 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1509.81 FEET AND A CENTRAL ANGLE OF 06°45'30" AND A CHORD OF 177.36 FEET BEARING S29°21'49"W; THENCE ALONG SAID CURVE, A DISTANCE OF 178.07 FEET; THENCE S21°51'15"E, A DISTANCE OF 230.84 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1589.00 FEET AND A CENTRAL ANGLE OF 05°53'36" AND A CHORD OF 163.37 FEET BEARING S22°42'18"W; THENCE ALONG SAID CURVE, A DISTANCE OF 163.44 FEET; THENCE S20°02'39"W, A DISTANCE OF 285.00 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 28°39'01" AND A CHORD OF 145.02 FEET BEARING S07°52'27"W; THENCE ALONG SAID CURVE, A DISTANCE OF 148.17 FEET; THENCE S04°54'34"E, A DISTANCE OF 88.20 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET BEARING S14°20'27"E; THENCE ALONG SAID CURVE, A DISTANCE OF 115.34 FEET; THENCE S24°17'41"E, A DISTANCE OF 262.17 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 140.11 FEET AND A CENTRAL ANGLE OF 49°14'45" AND A CHORD OF 116.75 FEET BEARING S00°49'41"W; THENCE ALONG SAID CURVE, A DISTANCE OF 120.42 FEET; THENCE S24°57'41"W, A DISTANCE OF 1080.47 FEET TO THE END OF SAID COURSES AND TO THE NORTH LINE OF COTTONWOOD ASSESSOR'S PLAT, VOLUME 19 PAGE 213 OF PLATS, DOCUMENT NUMBER 148488 BROWN COUNTY RECORDS; THENCE N4°12'11"W ALONG SAID NORTH LINE, A DISTANCE OF 755.35 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, N63°40'30"W, A DISTANCE OF 2289.43 FEET TO THE SAID WEST LINE OF PRIVATE CLAIM 40; THENCE N25°52'27"E ALONG SAID WEST LINE, A DISTANCE OF 239.06 FEET TO THE POINT OF BEGINNING.

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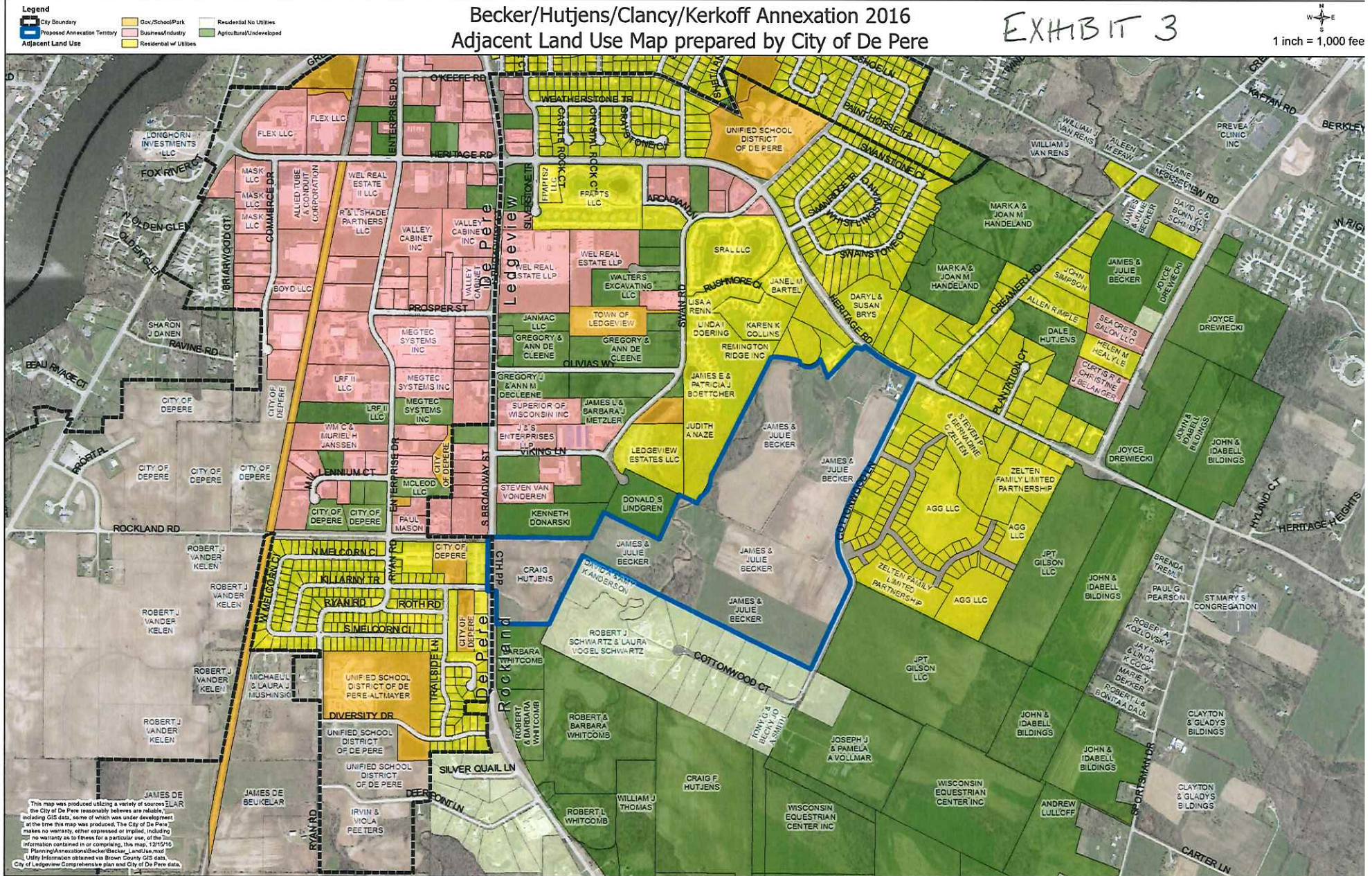
Id	Delta	Radius	Arc Length	Tangent	Chord	Ch Bear	PC Tangent	PT Tangent
C1	24°51'25"	1509.81	484.12	53.53°	482.83	S 56°36'55" E	S 49°21'13" E	S 63°52'37" E
C2	06°21'00"	965.00	106.95	53.53°	108.90	S 29°34'03" W	S 29°23'33" W	S 32°44'34" W
C3	06°45'30"	1509.81	178.07	89.14°	03°47'43"	S 29°21'49" W	S 32°44'34" W	S 25°59'04" W
C4	05°53'36"	1589.00	163.44	81.73°	03°35'21"	S 23°02'16" W	S 25°59'04" W	S 20°05'28" W
C5	25°00'01"	355.00	145.02	74.27°	17°08'12"	S 07°52'27" W	S 04°54'34" E	S 32°07'52" W
C6	19°23'08"	335.00	113.34	57.22°	17°05'12"	S 14°36'07" E	S 04°54'34" E	S 24°17'41" E
C7	49°14'45"	140.11	120.42	64.22°	02°53'36"	S 116°75" E	S 00°19'41" W	S 24°57'04" W
C8	14°52'01"	1959.86	508.54	256.70	02°53'24"	S 07°11" E	S 49°10'37" E	S 63°52'27" E



Becker/Hutjens/Clancy/Kerkoff Annexation 2016 Adjacent Land Use Map prepared by City of De Pere

EXHIBIT 3

1 inch = 1,000 feet



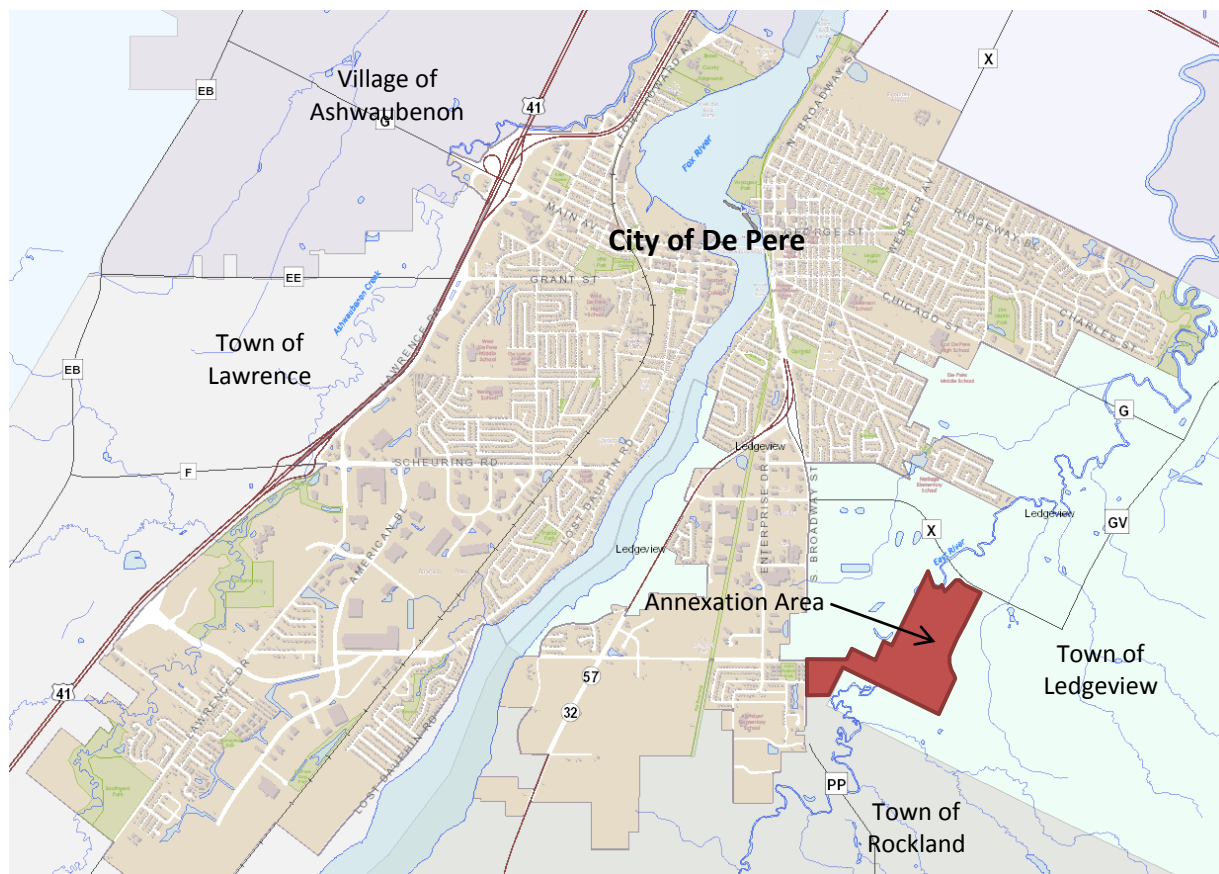
Item 6: Review the Annexation Request for Parcels R-20, D-393-3, D-393-4, D-394, D-409, D-411-1, D-411-2. *

Annexation Type: Direct annexation by unanimous approval of two abutting properties. Part of the annexation area is located in the Town of Rockland and part of the annexation area is located in the Town of Ledgeview.

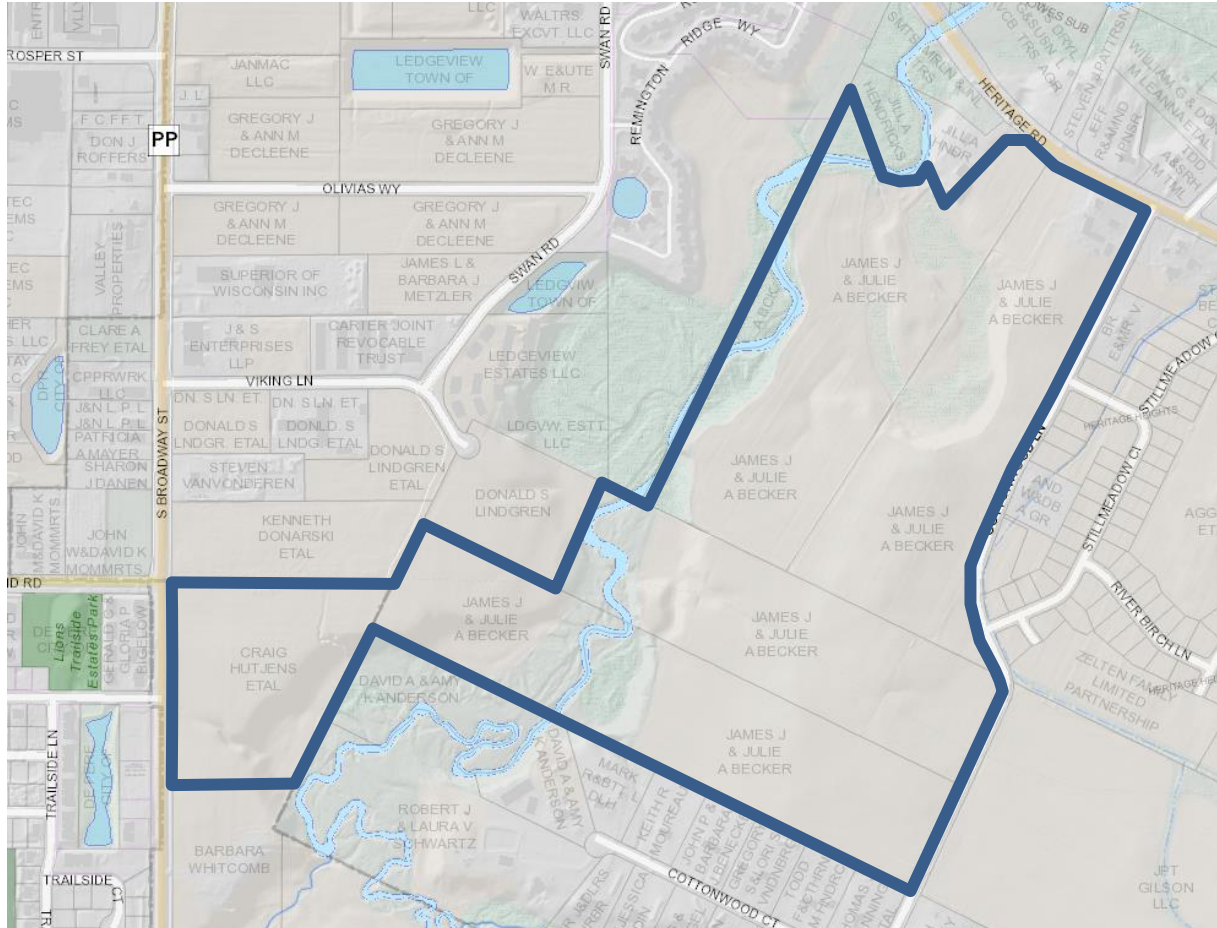
Property Owners:
 James J. & Julie Becker
 Craig Hutjens & Theresa Clancy
 Richard & Michelle Kerkoff

Annexation Petition prepared by: Richard Huxford, PLS.

OVERVIEW MAP



SITE MAP



REQUESTED ACTION:

The City of De Pere has received the attached petition for direct annexation by unanimous approval of 160.98 acres of land from the Town of Ledgeview and 22.02 (amended from 21.97 presented in Plan Commission report based on revised submittal) acres of land from the Town of Rockland.

COMMON DESCRIPTION:

A series of parcels generally located at the southwest corner of Cottonwood Lane and Heritage Road, then extending south and west, joining the De Pere Municipal Boundary near the intersection of County Road PP (S Broadway Street) and Rockland Road. The annexation area has street frontage along County PP (S Broadway St), County X (Heritage Road), and Cottonwood Lane.

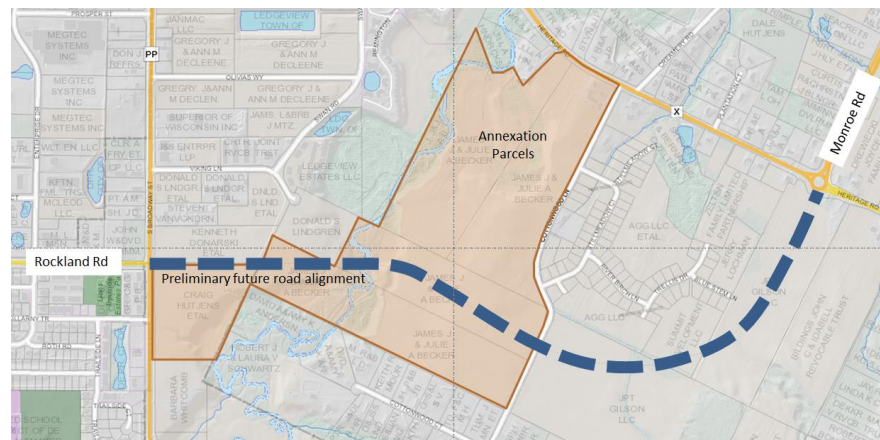
PARCEL NUMBERS:

Town of Rockland: R-20 (22.02 acres -amended from 21.97 presented in Plan Commission report based on revised submittal)
Town of Ledgeview: D-393-3, D-393-4, D-394, D-409, D-411-1, D-411-2 (160.98 acres)

EXISTING ZONING:	Town of Ledgeview: A-2 Agricultural and C-1 Conservancy Town of Rockland: Non-Participating WLI (NPWLI)
PROPOSED ZONING:	Parcel R-20 – R-1 Residential Parcels D-393-3, D-393-4, D-394, D-409, D-411-1, D-411-2 – A-1 Agricultural
EXISTING LAND USES:	R-20 – Agricultural, Crops D-393-3, D-393-4, D-394, D-409, D-411-1, D-411-2 - Agricultural, General Farming & 1 Single Family Home
COMPREHENSIVE PLAN:	Future Land Use Map designates parcel R-20 as commercial and does not provide a designation for the Town of Ledgeview parcels.
APPLICANT NAMES:	James J. & Julie A. Becker 2022 Heritage Road De Pere, WI 54115 Craig Hutjens & Theresa Clancy 3493 Old Military Road De Pere, WI 54115 Richard & Michelle Kerkoff 2943 Glenrock Road De Pere, WI 54115 Richard Huxford, authorized agent for owners/electors Huxford Surveyors, Inc. 2589 Oak Ridge Circle De Pere, WI 54115
MUNICIPAL SERVICES & PLANNING ANALYSIS:	The services that will need to be provided to this area should it be annexed are listed below. For each service, an assessment of the City's ability to provide this service is noted. No development is proposed for the annexation parcels at this time. 1. <u>Sanitary Sewer</u> – Single family home on parcel D-394 is currently served by Town of Ledgeview via County X (Heritage Road). The City and Town Sanitary District currently have an arrangement for payment of Sanitary District charges for property located in the City. This agreement will be extended to this property. No services are provided to the rest of the properties, which are utilized for agricultural use. If property is developed in the future, connections to City utilities, or an intergovernmental agreement with the Town of Ledgeview, will be required. Cottonwood Lane, which is adjacent to the east edge of the annexation parcel, is proposed to be improved with both water and sewer utilities. If the property annexes to the

City of De Pere prior to the Town of Ledgeview applying the assessment, City reimbursement of this cost will require an intergovernmental agreement with the Town of Ledgeview.

2. Municipal Water Service – Single family home on parcel D-394 is currently served by Town of Ledgeview via County X (Heritage Road). The City and Town Sanitary District currently have an arrangement for payment of Sanitary District charges for property located in the City. This agreement will be extended to this property. No services are provided to the rest of the properties, which are utilized for agricultural use. If property is developed in the future, connections to City utilities, or an intergovernmental agreement with the Town of Ledgeview, will be required. Cottonwood Lane, which is adjacent to the east edge of the annexation parcel, is proposed to be improved with both water and sewer utilities. A public hearing held on October 3, 2016 estimated \$122,641.60 in assessments for the annexation parcel. If the property annexes to the City of De Pere prior to the Town of Ledgeview applying the assessment, City reimbursement of this cost will require an intergovernmental agreement with the Town of Ledgeview
3. Storm Sewer - The annexed area will be incorporated into the City's Storm Water Management Plan.
4. Road Service – The properties are served by County PP (S Broadway Street), County X (Heritage Road), and Cottonwood Lane. The annexation property extends to the right of way centerline of County PP and County X, but does not include Cottonwood Lane right of way. As shown in the below diagram, the preliminary future right of way connecting Rockland Road to Monroe Road, and associated with the Southern Bridge corridor, bisects this property.



5. Weed Cutting – Not applicable. County currently mows right of way on County Roads.

6. Snow Plowing – At this time there will be no roads for the City to plow until the area develops.
7. Solid Waste Collection – City will provide collection services for existing properties being served and for all future developed properties. City will need to determine and coordinate transferring collection services.
8. Street Lighting – Street lighting is not applicable because property is not proposed to be developed at this time. Improvements are planned for Cottonwood Lane that may result in an intergovernmental agreement with Ledgeview.
9. Sidewalks – Sidewalks would be added if the site is developed.
10. Parks – The Town of Rockland portion of the property is located near Lions Trailside Estates Park and Altmayer Elementary School. Generally, existing park services are not applicable due to the agricultural land use. If development occurs on the property, future park needs must be addressed. The City of De Pere future park location map does include a new neighborhood park to be located somewhere south of Altmayer Elementary school.
11. Police – These properties are currently served by the county sheriff (except for County PP, where the City maintains jurisdiction on both sides of the street for traffic jurisdiction). Police service would need to be provided but is expected to be minimal due to the existing land use.
12. Fire/Rescue – The Fire Department would provide service to the property. Heritage Road has numerous hydrants that are the property of the Town of Ledgeview. Until development occurs, the fire department considers this area very low risk as related to fire service.

The City of De Pere is currently experiencing a dearth of developable land, particularly for residential development. Additionally, the City's Comprehensive Plan emphasizes the southeast quadrant as the future growth area for the community. Although the property is not proposed to be developed at this time, the addition of this land to the City of De Pere helps fulfill a need for future developable property within the City boundary.

Because the City of De Pere does not have boundary agreements with the Town of Ledgeview or the Town of Rockland, the City is responsible for paying the towns five years of property taxes if the properties are annexed.

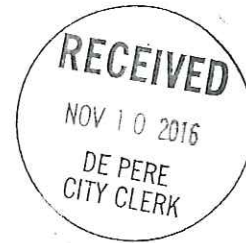
STAFF RECOMMENDATION: If the State Department of Administration finds that the annexation is in the public interest, we recommend that the area be annexed based on the following:

- 1) Conformance of the petitioned area to the City of De Pere Comprehensive Plan.
- 2) Ability of the City to adequately provide services to the area without adversely affecting existing levels of services.

We also recommend that the Town of Ledgeview portion of the annexation area be zoned as A-1 Agricultural and that the Town of Rockland portion of the annexation area be zoned R-1 Residential.

We also recommend that the Plan Commission recommendation be forwarded to the De Pere Common Council for the required final action.

Thursday, November 10, 2016



Shana Defnet, Clerk-Treasurer
City of De Pere

On behalf of James J. Becker and his wife Julie A. Becker, Richard Kerkoff and his wife Michelle Kerkoff and Craig Hutjens and his wife Theresa Clancy, I herewith submit a packet containing a " Petition of Electors and Property Owners for Direct Annexation ", a boundary survey map of the petitioned area, a tax parcel map from the Brown County Property Listing Department and an aerial map from the Brown County Planning Department.

Identical packets will be hand delivered to the offices of the Clerks of the Town of Rockland and the Town of Ledgeview on Monday, November 14, 2016.

An identical packet will be sent by registered mail to the Wisconsin Department of Administration, Division of Intergovernmental Relations in Madison on Thursday, November 10, 2016.

Respectfully submitted on behalf of the Petitioners.

A handwritten signature in cursive script that reads "Richard A. Huxford".

Richard A. Huxford, PLS

PETITION OF ELECTORS AND PROPERTY OWNERS FOR DIRECT ANNEXATION

We, the undersigned, respectfully petition the Common Council of the City of De Pere to annex the territory described hereon and shown on the attached map to the City of De Pere, Brown County, Wisconsin.

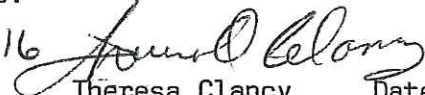
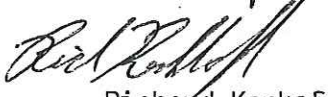
This request is for Direct Annexation by Unanimous Approval of two (2) abutting properties. One property lies within the Town of Rockland adjacent to a boundary of the City of De Pere. The second property is located in the Town of Ledgeview and abuts the Town of Rockland property. The owners of both properties are herewith petitioning to be annexed in their entirety to the City of De Pere. Both properties are located within Brown County.

The Town of Rockland property (the entirety of tax parcel R-20) contains 21.97 acres. The acreage includes lands within and up to the centerline of County Trunk Highway "PP" (South Broadway) which is the present abutting City of De Pere boundary.

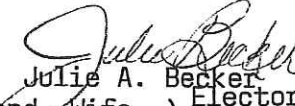
The Town of Ledgeview property (the entirety of tax parcels D-393-3, D-393-4, D-394, D-409, D-411-1 and D-411-2) contains 160.98 acres. The acreage includes lands within and up to the centerline of County Trunk Highway "X".

The Town of Rockland property is vacant land and has no population. The Town of Ledgeview property has a voter population of two (2).

Town of Rockland Property Owners:

	11/5/16		11/5/16
Craig Hutjens	Date	Theresa Clancy	Date
	(Husband	and Wife)	
	11-5-16		11/5/16
Richard Kerkoff	Date	Michelle Kerkoff	Date
	(Husband	and Wife)	

Town of Ledgeview Property Owners:& Electors

	11-5-16		11-5-16
James J. Becker	Date	Julie A. Becker	Date
Elector	(Husband	and Wife)	Elector

Addresses of Petitioners

James J. & Julie A. Becker 2022 Heritage Road De Pere, Wi. 54115

Craig Hutjens & Theresa Clancy, 3493 Old Military Road De Pere, Wi. 54115

Richard & Michelle Kerkoff 2943 Glenrock Road De Pere, Wi. 54115

We, the Petitioners, affirm that within five (5) days of the filing of this petition we will mail a copy of the Notice of Intent, scale map and legal description of the territory proposed to be annexed to the Department of Administration.

Request for
Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
http://doa.wi.gov/municipalboundaryreview/

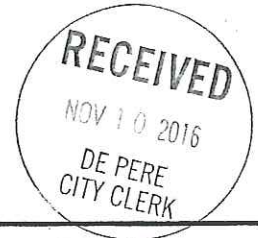
Petitioner Information

Name:

Address:

Email:

Office use only:



1. Town where property is located:

2. Petitioned City or Village:

3. County where property is located:

4. Population of the territory to be annexed:

5. Area (in acres) of the territory to be annexed:

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel):

Petitioners phone:

JAMES BECKER 920-336-4435

Town clerk's phone:

ROCKLAND 920-336-2814
LEDGEVIEW 920-336-3360

City/Village clerk's phone:

DePERE 920-3394050

Contact Information if different than petitioner:

Representative's Name and Address:

N/A

Phone:

E-mail:

Surveyor or Engineering Firm's Name & Address:

RICHARD A. HUXFORD, P.L.S.

HUXFORD SURVEYORS, INC.

2589 OAK RIDGE CIRCLE

DePERE, WI. 54115

Phone: 920-336-4011

E-mail: wasesdas937@gmail.com

Required Items to be provided with submission (to be completed by petitioner):

1. ☒ Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
2. ☒ Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
3. ☒ Signed Petition or Notice of Intent to Circulate is included
4. Indicate Statutory annexation method used:
 - ☒ Unanimous per s. 66.0217 (2), or,
 - OR
 - ☐ Direct by one-half approval per s. 66.0217 (3)
5. ☒ Check or money order covering review fee [see next page for fee calculation]

ANNEXATION SUBMITTAL GUIDE

s. 66.0217 (5) **THE PETITION**

☒ State the purpose of the petition:

-Direct annexation by unanimous approval; OR
~~-Direct annexation by one-half approval; OR~~
~~-Annexation by referendum.~~

☒ Petition must be signed by:

-All owners and electors, if by unanimous approval.
~~-Sec 66.0217 (3) (a), if by one-half approval.~~
~~-Sec 66.0217 (3) (b), if by referendum.~~

☒ State the population of the land to be annexed.

[It is beneficial to include Parcel ID or Tax numbers, the parcel area, and identify the annexee (Town) and annexor (Village or City) in the petition.]

s. 66.0217 (1) (c) **THE DESCRIPTION**

☒ The annexation petition must include a legal description of the land to be annexed. The land must be described by reference to the government lot, private claim, quarter-section, section, town and range in which the land lies. The land must be further described by metes and bounds commencing from a monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the land lies; OR

☐ If the land is wholly and entirely within a lot or lots, or all of a block or blocks of a recorded subdivision plat or certified survey map, it must be described by reference to the lot (s) and/or block (s) therein, along with the name of the plat or the number, volume, page, and County of the certified survey map.

☐ The land may NOT be described by: -Aliquot part;
 -Reference to any other document (plat of survey, deed, etc.);
 -Exception or Inclusion;
 -Parcel ID or tax number.

s. 66.0217 (1) (g) **THE MAP**

☒ The map shall be an *accurate reflection* of the legal description of the parcel being annexed. As such, it must show:
 -A tie line from the parcel to the monumented corner of the section or quarter-section, or the monumented end of a private claim or federal reservation, in which the parcel lies. The corner and monument must be identified.
 -Bearings and distances along all parcel boundaries as described.
 -All adjoining as referenced in the description.

☒ The map must include a **graphic scale**.

☒ The map must show and identify the existing municipal boundary, in relation to the parcel being annexed.

[It is beneficial to include a North arrow, and identify adjacent streets and parcels on the map.]

s. 66.0217 **FILING**

☒ The petition must be filed with the Clerk of the annexing City ~~or Village~~ and with the Clerk of the Town in which the land is located.

☐ If the annexation is by one-half approval, or by referendum, the petitioner must post notice of the proposed annexation as required by s. 66.0217 (4).

☒ If the lands being annexed are within a County of 50,000 or greater population, the petition must also be filed with the Department of Administration for review

[Note that no municipality within a County of 50,000 or greater population may enact an annexation ordinance prior to receiving a review determination from the Department of Administration.]

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: December 20, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Ordinance #16-29, Amending Chapter 8 De Pere Municipal Code to Prohibit Prowling.

The police department is requesting the addition of two ordinances to the city code in order to address some enforcement issues officers are facing in the field. On December 13, 2016, the Finance and Personnel Committee made a recommendation to the City Council to adopt the ordinances.

The first ordinance request is for prowling. A Prowler is defined as one who goes stealthily about with an unlawful intention, as to commit theft, or as someone who intrudes on the privacy or property of another without permission. When officers observe or are sent on a call for a person in a back or side yard of a residence or business, the officers are limited in what courses of action can be taken. Typically the officers must address the call as a trespassing call, even when the person in the back/side yard has no legitimate purpose. The trespassing response limits the officer in enforcement due to the requirement to seek the owner or user of the property, and then have the owner/user warn the person not to be on the property. The person is sometimes sent on their way. Enforcement can be taken after the person has been warned or when there is evidence of a crime (attempted break-in, etc.). The proposed ordinance addresses the validity of the person on the property by requiring the officer to identify and investigate the purpose of the person. It also eliminates the need for initially identifying the owner/user of the property when contacting the person, although the investigation may still lead to contacting an owner/user. After the police investigate there are two courses of action. First the officer could take enforcement action including a citation or an arrest, or could set the person free depending on the circumstances and information the officer discovers during the contact. However, if the person displays furtive movements, concealment, has no identification or runs, then the investigation most likely changes to a custodial arrest situation given the parameters of the prowling ordinance versus the trespassing ordinance.

The second ordinance request is for the misuse of the 911 system. There are dozens of misuse of dialing 911 situations throughout the year in De Pere, and hundreds in Brown County. Misuse takes the form of children playing with the phones, person repeatedly calling for illegitimate reasons, and even to complain that the pizza company won't deliver to them. Per protocol, the police department responds to each and every 911 call for service to ensure the caller is okay, even misdials and improper use. When dealing with an improper use, the officers do not have recourse except to warn against it. Officers will use discretion and warn those that are not chronic misusers, but having an ordinance to address the misuse of 911 through a citation would decrease the continued calls for service in some cases, and enhance the city's ability to address nuisance properties.

The addition of the prowling ordinance and misuse of 911 will enhance the capabilities of the police department when dealing with persons in and around residences and businesses not owned or used by the person, and chronic misusers of the emergency 911 system.

Please consider adding these two ordinances to the city code. If you have any questions or concerns, please contact me at your convenience. Thank you for our consideration.

ATTACHMENTS:

- Ord16-29 (DOCX)
- Prowling Ord-redlined JSL (DOCX)
- Mayor CC-Prowling and 911 Ordinances12-20-16 (PDF)

ORDINANCE #16-29

AMENDING CHAPTER 8 DE PERE MUNICIPAL CODE
TO PROHIBIT PROWLING

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

Section 1: Sec. 8-25, *Prowling Prohibited*, is hereby created to read as follows:

Sec. 8-25. – Prowling.

- (a) No person shall loiter or prowl in a place at a time or in a manner not usual for law-abiding individuals under circumstances that warrant alarm for the safety of persons or property in the vicinity. Among the totality of circumstances which may be considered in determining whether such alarm is warranted include the following: the person takes flight upon appearance of a law enforcement officer; the person refuses to identify himself/herself; the person manifestly endeavors to conceal himself/herself or any object; or such other articulable fact which leads the law enforcement officer to have reasonable suspicion that alarm is warranted. Unless flight by the person or other circumstances makes it impracticable, a law enforcement officer shall, prior to the issuance of a municipal citation under this section, afford the person an opportunity to dispel any alarm which would otherwise be warranted, by requesting said person to identify himself/herself and explain said person's presence and conduct. No person shall be convicted of an offense under this subsection if the law enforcement officer did not comply with the preceding sentence or if it appears at trial that the explanation given by the person was true and, if believed by the law enforcement officer at the time, would have dispelled the alarm.
- (b) Any person who violates this section shall be subject to such forfeiture as provided by the resolution of the common council.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 12/13/16

Publication Date: _____

Effective Date: _____

ORDINANCE #16-XX

AMENDING CHAPTER 8 DE PERE MUNICIPAL CODE TO PROHIBIT PROWLING

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN

AS FOLLOWS:

Section 1: Sec. 8-25, *Prowling Prohibited*, is hereby created to read as follows:

Sec. 8-25. – Prowling.

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- (b) Any person who violates this section shall be subject to such forfeiture as provided by resolution of the common council.

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

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Ordinance #16-XX
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 12/13/16

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Proposed Ordinances prohibiting Prowling and Misuse of 911
Date: December 20, 2016

The proposed ordinances on the December 20, 2016 Council agenda prohibiting Prowling and Misuse of 911 have been slightly revised since the Finance/Personnel Committee review of them on December 13, 2016. The revisions reflect the comments of committee members. Additional changes to the proposed Prowling ordinance reflect language changes to make the provision easier to read. All changes are shown as red-lined.

If you have any questions or concerns regarding the Agreement, feel free to call me at 339-4042 at your convenience.

JSL

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City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: December 20, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #16-30, Amending Chapter 8 De Pere Municipal Code to Prohibit Misuse of 911.

The police department is requesting the addition of two ordinances to the city code in order to address some enforcement issues officers are facing in the field. On December 13, 2016, the Finance and Personnel Committee made a recommendation to the City Council to adopt the ordinances.

The first ordinance request is for prowling. A Prowler is defined as one who goes stealthily about with an unlawful intention, as to commit theft, or as someone who intrudes on the privacy or property of another without permission. When officers observe or are sent on a call for a person in a back or side yard of a residence or business, the officers are limited in what courses of action can be taken. Typically the officers must address the call as a trespassing call, even when the person in the back/side yard has no legitimate purpose. The trespassing response limits the officer in enforcement due to the requirement to seek the owner or user of the property, and then have the owner/user warn the person not to be on the property. The person is sometimes sent on their way. Enforcement can be taken after the person has been warned or when there is evidence of a crime (attempted break-in, etc.). The proposed ordinance addresses the validity of the person on the property by requiring the officer to identify and investigate the purpose of the person. It also eliminates the need for initially identifying the owner/user of the property when contacting the person, although the investigation may still lead to contacting an owner/user. After the police investigate there are two courses of action. First the officer could take enforcement action including a citation or an arrest, or could set the person free depending on the circumstances and information the officer discovers during the contact. However, if the person displays furtive movements, concealment, has no identification or runs, then the investigation most likely changes to a custodial arrest situation given the parameters of the prowling ordinance versus the trespassing ordinance.

The second ordinance request is for the misuse of the 911 system. There are dozens of misuse of dialing 911 situations throughout the year in De Pere, and hundreds in Brown County. Misuse takes the form of children playing with the phones, person repeatedly calling for illegitimate reasons, and even to complain that the pizza company won't deliver to them. Per protocol, the police department responds to each and every 911 call for service to ensure the caller is okay, even misdials and improper use. When dealing with an improper use, the officers do not have recourse except to warn against it. Officers will use discretion and warn those that are not chronic misusers, but having an ordinance to address the misuse of 911 through a citation would decrease the continued calls for service in some cases, and enhance the city's ability to address nuisance properties.

ATTACHMENTS:

- Ord16-30 (DOCX)

- Misuse 911 -redlined JSL (DOCX)
- Mayor CC-Prowling and 911 Ordinances12-20-16 (PDF)

ORDINANCE #16-30

AMENDING CHAPTER 8 DE PERE MUNICIPAL CODE
TO PROHIBIT MISUSE OF 911

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

Section 1: Sec. 8-24, *Misuse of 911*, is hereby created to read as follows:

Sec. 8-24. - Misuse of 911.

- (a) No person shall intentionally dial the emergency telephone number “911” to report an emergency situation knowing that the fact situation reported does not exist or does not constitute an emergency.
- (b) No parent, guardian or other adult person having the care and custody of a child shall suffer, permit, or by inefficient control, allow such child to violate subsection (a).
- (c) Any person who violates any provision of this section shall be subject to such penalty as provided by resolution of the common council.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 12/13/16

Publication Date: _____

Effective Date: _____

ORDINANCE #16-XX
AMENDING CHAPTER 8 DE PERE MUNICIPAL CODE
TO PROHIBIT MISUSE OF 911

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

Section 1: Sec. 8-24, *Misuse of 911*, is hereby created to read as follows:

Sec. 8-24. - Misuse of 911.

- (a) No person shall intentionally dial the emergency telephone number “911” to report an emergency situation knowing that the fact situation reported does not exist or does not constitute an emergency.
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- (c) Any person who violates any provision of this section shall be subject to such penalty as provided by resolution of the common council.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 12/13/16

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Proposed Ordinances prohibiting Prowling and Misuse of 911
Date: December 20, 2016

The proposed ordinances on the December 20, 2016 Council agenda prohibiting Prowling and Misuse of 911 have been slightly revised since the Finance/Personnel Committee review of them on December 13, 2016. The revisions reflect the comments of committee members. Additional changes to the proposed Prowling ordinance reflect language changes to make the provision easier to read. All changes are shown as red-lined.

If you have any questions or concerns regarding the Agreement, feel free to call me at 339-4042 at your convenience.

JSL

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City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: December 20, 2016

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #16-31, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

The Board of Public Works at the December 12, 2016, approved the repeal of the 2-hour parking on the south side of the 400 block of Grant Street.

The City Engineer received a request to repeal the 2-hour parking restriction at 405 Grant Street. This was discussed at the November Board of Public Works. The discussion item at the meeting included the following information:

- This area was restricted to 2 hour parking for a school that had been located at 405 Grant Street. St. Norbert has purchased this building and changed the use.
- Staff supports this request. However, with the change in land use in the area, it makes sense to evaluate the 2 hour parking on the south side of the entire block. Staff is contacting property owners to gather input to repeal the 2-hour parking for the entire block. This will be brought back to the Board.

Survey of Property Owners

There are only two property owners on the south side of this block of Grant Street, St. Norbert and VHC Inc. St. Norbert was the requester for the parking change. Staff sent a letter to VHC, Inc. requesting input by December 1, 2016, but has not heard back.

Recommendation

Staff recommends that the Board approve the repeal of the 2-hour parking on the south side of the 400 block of Grant Street.

ATTACHMENTS:

- Ord16-31 (DOCX)
- CE_VHC Ltr re Grant St Parking Survey_11-2-16 (PDF)

ORDINANCE #16-31

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:

DELETIONS:

<i>Two-hour parking 9:00 a.m.-6:00 p.m. Mon.-Sat.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Grant	S	Fourth	Fifth
Grant	S	4 th Street	152/W

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 passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

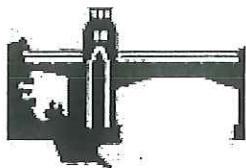
Ayes: _____

Nays: _____

Board/Committee Approval: 12/12/2016

Publication Date: _____

Effective Date: _____



City of De Pere

925 South Sixth Street
De Pere, Wisconsin 54115-1199
Phone: 920-339-8304
Fax: 920-339-4071
Cell: 920-639-1000

Eric P. Rakers, PE
City Engineer
erakers@mail.de-pere.org
www.de-pere.org

November 1, 2016

VHC INC
3090 Holmgren Way
Green Bay WI 54304

Re: Parking in the 400 Block of Grant Street
City of De Pere

Dear Property Owner;

Staff has received a request to change the parking on the south side of the 400 block on Grant Street from 2-Hour Parking to no parking restrictions (ie long term parking is allowed).

We are requesting your input regarding this matter. Attached is a form along with a self-addressed stamped envelope. Please provide your opinion on whether parking should be changed from 2-hour to no restrictions or not, along with any comments you may have. We are requesting that forms be sent to us by December 1st. Based on the responses, we will be making a recommendation to the Board of Public Works on December 12th at 7:30 pm at the Council Chambers, second floor of City Hall.

If you have any questions, please contact me at (920) 339-8304.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric P. Rakers, P.E.
City Engineer

EPR/pjd

c. Scott Thoresen, Director of Public Works

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 20, 2016

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #16-32, Amending Chapter 82 De Pere Municipal Code Regarding Solid Waste/Curbside Recyclable Collection.

The Board of Public Works at the December 12, 2016 approved the amendment of Chapter 82 De Pere Municipal regarding solid waste/curbside recyclable collection for Nicolet Square.

The City created an ordinance this past year for Nicolet Square recyclable and garbage common collection service district. The intent of the ordinance was for the City to implement a common collection services utilizing dumpsters to go into effect December 31, 2016.

The Engineering Department designed and received bids for dumpster enclosure construction on September 8, 2016. The lowest bid with the preferred alternative was \$83,125.00 submitted by IEI General Contractors. The budgeted amount from TID #5 was \$30,000. The budget estimate was based on constructing an enclosure built with a basic block wall on a concrete slab. The project that was designed and bid had an interior block wall with a brick fascia that requires a foundation wall to support. The brick fascia, the foundation wall, and the short time frame to build the enclosures were the primary reasons staff felt the bids exceeded the budgeted amount. The BOPW and Council rejected bids and directed staff to rebid in 2017. As a result, the ordinance needs to be revised to implement the common collection services to go into effect for December 31, 2017.

It is the intent of staff to rebid the construction dumpster enclosures in February 2017. Construction will not be required to be complete until October 31, 2017 to allow for a more flexible construction schedule. The construction bid documents will include two options:

* Option #1: Enclosure will be constructed as originally bid with brick fascia that requires a foundation wall support. See attached photo for brick fascia enclosure.

* Option #2: Enclosure will be constructed with a basic decorative 8 block wall on a concrete slab. No foundation wall support is required. See attached photo for decorative block enclosure.

Staff recommends approving the attached amendment of Chapter 82 De Pere Municipal Code regarding solid waste/curbside recyclable collection for Nicolet Square.

ATTACHMENTS:

- Ord16-32 (DOCX)
- Brick Fascia Enclosure (DOCX)

- Decorative Block Enclosure (DOCX)

ORDINANCE #16-32

AMENDING CHAPTER 82 DE PERE MUNICIPAL CODE
REGARDING SOLID WASTE/CURBSIDE RECYCLABLE COLLECTION

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

Section 1: **Sec. 82-12. – Nicolet Square Recyclable and Garbage Common**

Collection Service District Created., is hereby amended as follows:

1. Sec. 82-12(c)1., is hereby amended by revising the date of January 1, 2017 to January 1, 2018.
2. Sec. 82-12(c)5., is hereby amended by revising all references to the date of December 31, 2016 to December 31, 2017, and revising the date of January 1, 2017 to January 1, 2018.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Deputy Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 12/12/2016

Publication Date: _____

Effective Date: _____

Brick Fascia Enclosure



Decorative Block Enclosure



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 20, 2016

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Ordinance #16-33, Amending Section 106-6(a)(4) De Pere Municipal Code Regarding Special Event Applications.

On 12/13/16, the Finance/Personnel Committee unanimously approved the recommendation for the addition of indemnification language to the Special Event Ordinance.

ATTACHMENTS:

- Ord16-33 (DOCX)
- Mayor FP-Special Event Indemnification Language Addition12-13-16-148-009-14 (PDF)
- Special Event Ord amend - indemnification language red lined (DOCX)

ORDINANCE #16-33

AMENDING SECTION 106-6(a)(4) DE PERE MUNICIPAL CODE
REGARDING SPECIAL EVENT APPLICATIONS

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

SECTION 1: Section 106-6(a)(4) D., *Insurance and Indemnification*, is hereby amended
as follows:

1. By adding the heading “1. Insurance” at the beginning of the first paragraph of said section; and
2. By adding the following paragraph as Paragraph No. 2 of said section:
2. Indemnification. Permit holder shall indemnify and save and hold the City of De Pere and all of its officers, employees and agents harmless from any and all injury that may occur to any party as the result of the event permitted. 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, permit holder shall maintain a general liability insurance policy on its event/operations as required in paragraph 1 above.

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

SECTION 3: This ordinance shall take effect on and after passage and publication.

Ordinance #16-33
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 12/13/16

Publication Date: _____

Effective Date: _____

Attachment: Ord16-33 (5383 : Ordinance #16-33 Amending ?106-6(a)(4) DPMC Regarding Special Event Applications)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney *JSL*
RE: Amendment of Special Event Ordinance to Require Indemnification of City
Date: December 13, 2016

The City's current special event permit requirement includes a provision requiring the permit holder to provide insurance which names the city as an additional insured for purposes of claims of injury or damage. We have had good cooperation with event coordinators providing the necessary insurance coverage. An injury occurred at an event this spring that resulted in the City's liability insurance provider (EMC) turning the claim over to the event sponsor's insurance company. At that time, EMC recommended to the City that, in addition to the required insurance coverage, the City should consider requiring that permit holders indemnify and save harmless the City for claims as an additional layer of protection.

Attached for your review you will find a red-lined version of a proposed change to §106-6 De Pere Municipal Code which will accomplish including an indemnification and hold harmless requirement on special event permit holders in addition to the insurance requirement.

If you have any questions or concerns regarding this matter prior to the December 13, 2016 Finance/Personnel Committee meeting, please feel free to call me with any questions or concerns you may have regarding this proposed revision.

Sec. 106-6. - Permits required under this chapter.

(a) *Special events.* This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds.

(1) *Definitions.*

A. *Low hazard event.* Special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.

B. *Medium hazard event.* Special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.

C. *High hazard event.* Special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of over 10,000 persons. High hazard events shall include, but not be limited to, events with more than 20 pounds of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, vehicle races and fireworks displays.

D. *Person.* Any person, firm, partnership, association, corporation, company, or organization of any kind.

(2) *Permit required.* No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the city clerk-treasurer. The special event permit shall be in addition to any underlying permit requirement (i.e. parade permit; park use agreement).

(3) *Exceptions.* This section shall not apply to funeral processions or to neighborhood block parties in compliance with [section 22-8](#) of this Code. Any event sponsored by a governmental agency or entity shall be required to obtain all necessary permits required for the activity sponsored, but no permit fee shall be required.

(4) *Application.*

A. *Filing and contents.* An application for a special event permit shall be filed with the clerk-treasurer not less than 60 days before the proposed date of the event on a form to be provided by the clerk-treasurer unless the permit request is for First Amendment expression purposes, in which case the application shall be filed within seven calendar days of the event. The application shall set forth the following information:

1. The name, addresses, and contact information of the person seeking to conduct such event.
2. The name, addresses, and contact information of the event coordinator and the on-site contact.
3. The date when the event is to be conducted.
4. The hours such event will start and terminate, including set-up and take-down times.
5. The event location or route to be traveled, the starting point, and the termination point, if applicable.

6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.
 7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.
 8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
 9. Any additional information which the clerk-treasurer finds reasonably necessary to a fair determination as to whether a permit should be issued.
- B. *Late applications.* The clerk-treasurer, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled. Late application fees for IRS 501(c) organizations shall be the regular special event application fee.
- C. *Fees.*
1. A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the city by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.
 2. The timely application fee and underlying permit fees other than park rental fees (unless earlier waived by the Park Board) are waived for events sponsored by charitable organizations which have IRS section 501(c) status.
 3. Fees for services provided by the city for the event will be estimated by the city at the time of application. The applicant shall pay 50 percent of the estimated fees to the city clerk-treasurer at least 14 days prior to the start of the event. After the event, the city shall determine the actual service fees incurred and bill the applicant for those service fees less the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof.
- D. *Insurance and indemnification.*

1. Insurance. Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the City of De Pere as an additional insured for purposes of the special event. All policies of insurance shall provide the city not less than 30 days' notice of policy cancellation.

_____ *Low hazard event:* \$1,000,000.00 per occurrence.

_____ *Medium and high hazard events:* \$2,000,000.00 per occurrence. Higher insurance limits may be required for particular high hazard events as determined necessary by _____ the city attorney.

2. Indemnification. Permit holder shall indemnify and save and hold the City of De Pere and all of its officers, employees and agents harmless from any and all injury that may occur to any party as the result of the event permitted. 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, permit holder shall maintain a general liability insurance policy on its event/operations as required in paragraph 1 above

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City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: December 20, 2016

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #16-122, Authorizing Master License Agreement With Wisconsin Technology Networking, LLC (Use of City Rights-of-Way).

The Board of Public Works at the December 12, 2016 meeting, approved the master agreement for Wisconsin Technology Networking LLC.

At the August 2, 2016 Council meeting the Council approved establishing fees for issuance of a revocable occupancy permit for the installation of telecommunications antenna on the top of a City street light at the corner of Main Avenue & 4th Street. Since the request was to occupy a space on city property, the revocable occupancy permit was the appropriate mechanism to respond to their request..

After the Council meeting, Mobilitie (Wisconsin Technology Networking, LLC), submitted a revocable occupancy permit along with plans for installation of the antenna on top of the street light at Main Avenue & 4th Street. During the review of plans, it was determined that Mobilitie was proposing to replace the city light pole with one that would structurally hold the proposed antenna. Staff felt that the ROP process was no longer appropriate and that a comprehensive agreement was needed to cover the replacing the City's existing street light. Mobilitie provided a Master License Agreement template for review which they have used in other communities. After review by the City Attorney, staff and Mobilitie representatives negotiated changes to the proposed license Agreement. The revised Agreement is attached for your review. During the negotiation process, Mobilitie representatives brought to the City's attention that Mobilitie is considering installation of additional poles in the street right of way in the City, including some which Mobilitie may request to be up to 120 feet. At this time, no application from Mobilitie for the installation of additional poles has been made. The proposed master agreement will cover the installation of future poles and facilities.

Wisconsin Technology Networking LLC is regulated by the Public Service Commission (PSC) as a Competitive Local Exchange Carrier (CLEC) utility. Private utility companies that are regulated by the PSC have the right to place their facilities in the City's street right-of-way (ROW). Wisconsin Administrative Code PSC Ch. 130 has authority over municipal regulation of rights of way. The City has the authority to regulate our street ROW but cannot deny a utility company's request to use the street ROW unless there is an adequate health, safety or public welfare justification. The proposed master agreement with Wisconsin Technology Networking LLC addresses terms and conditions under which the company will be permitted to use the City's ROW for their poles and other facilities. Under the proposed Master License, Mobilitie will pay the City a yearly license fee of \$2,000.00 for any city pole used by Mobilitie to hold its communications equipment. If Mobilitie identifies a City pole for its use which is not structurally capable of housing the equipment, the Agreement calls for Mobilitie to replace the pole which, upon installation, becomes city property.

Staff recommends approving the proposed Master Agreement for Wisconsin Technology Networking LLC

ATTACHMENTS:

- Reso16-122 (DOCX)
- Master License Agreement wExhibit C12-6-16-161-001-16 (PDF)

RESOLUTION #16-122

AUTHORIZING MASTER LICENSE AGREEMENT WITH
WISCONSIN TECHNOLOGY NETWORKING, LLC
(Use of City Rights-of-Way)

WHEREAS, Wisconsin Technology Networking, LLC has requested use of certain locations within City's Rights-of-Way, subject to the terms and conditions of the Master License Agreement, attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, the Board of Public Works has reviewed such Master License Agreement and recommends approval thereof;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk-Treasurer are authorized and directed to enter into such Master License Agreement 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 20th day of December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

**MASTER LICENSE AGREEMENT BETWEEN
THE CITY OF DE PERE AND
WISCONSIN TECHNOLOGY NETWORKING, LLC,
FOR THE USE OF CITY RIGHTS-OF-WAY**

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**MASTER LICENSE AGREEMENT BETWEEN
THE CITY OF DE PERE AND
WISCONSIN TECHNOLOGY NETWORKING, LLC,
FOR THE USE OF CITY RIGHTS-OF-WAY**

This MASTER LICENSE AGREEMENT FOR THE USE OF CITY RIGHTS OF WAY ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the City of De Pere ("City" or "Licensor"), and Wisconsin Technology Networking, LLC, a Delaware limited liability company ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Licensee has requested use of certain locations within the City Rights-of-Way of the City to install, maintain and operate communications facilities as specified in this Agreement; and

WHEREAS, the City has the power to regulate the City Rights-of-Way within its territorial boundaries and is willing to permit such use subject to the terms and conditions of this Agreement;

NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:

SECTION 1. DEFINITIONS

For purposes of this Agreement the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

- (a) "Annual License Fee" means the annual rate described in Section 5 of this Agreement.
- (b) "Backhaul Equipment" means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including, without limitation, fiber, conduit and related equipment and improvements) ("Landline Backhaul Equipment") and/or wireless communications infrastructure (including, without limitation, wireless microwave and related cables, wires, equipment and improvements) ("Wireless Backhaul Equipment") that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.
- (c) "Backhaul Service" means communications transport service, whether provided by Landline Backhaul Equipment or Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.
- (d) "City Pole" means any streetlight pole owned by the City used for street lighting purposes.
- (e) "City Representative" means the Director of Public Works or authorized designee.
- (f) "Communication Facility" means Wireless Communication Equipment and/or Backhaul Equipment.
- (g) "Communication Service" means Wireless Communication Service and/or Backhaul Service.

- (h) "Communication Site" means a location in the City Rights-of-Way selected for the Communication Facility.
- (i) "Communication Site Application" means a document, substantially in the form attached as Exhibit A, which shall identify the location of the proposed Communication Site, describe the characteristics of the proposed Communication Facility installation, and be accompanied by relevant documents to support approval of the proposed installation.
- (j) "Communication Sites Inventory" means an accurate and current inventory of all Communication Sites approved by Licensor pursuant to this Agreement.
- (k) "Effective Date" means the latest date on which this Agreement is signed by both Parties.
- (l) "Point of Demarcation" means the point of where the Wireless Communication Equipment terminate and interconnect with Backhaul Equipment.
- (m) "Rights-of-Way" or "City Rights-of-Way" means the surface of, and the space above and below, not to exceed the current usual and customary height and/or depth of existing utilities, any City street, road, highway, public way, sidewalk, alley, held by the City or over which the City exercises any rights of management control.
- (n) "Rights-of-Way Regulations" means all portions of City ordinances and state laws that concern the regulation or management of City Rights-of-Way, which are applicable to all Wisconsin Public Service Commission regulated utilities, including Competitive Local Exchange Carrier ("CLEC users") within the City Rights-of-Way.
- (o) "Rights-of-Way Manager" means the Director of Public Works or authorized designee.
- (p) "Supplemental License" means a document, substantially in the form attached as Exhibit B. Each Communication Site installation will be subject to a Supplemental License.
- (q) "Transmission Media" means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices which are part of the Wireless Communication Equipment.
- (r) "Unauthorized Communication Site" means use of City Rights-of-Way for the installation of Communication Facility on City Poles or poles owned by another party, or for the installation of Licensee poles or any other facilities, for which Licensee did not receive approval under this Agreement.
- (s) "Unauthorized Installation Charge" means the license fee payable by Licensee to Licensor under this Agreement for an Unauthorized Communication Site.
- (t) "Wireless Communication Service" means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission ("FCC") or any successor agency.

- (u) “Wireless Communication Equipment” means the Transmission Media attached, mounted, or installed on a pole located in City Rights-of-Way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of-Demarcation for the purpose of providing Wireless Communication Service.

SECTION 2. GRANTING CLAUSE

- (a) **License to Use Rights-of-Way** – Licensor hereby grants Licensee, a non-exclusive license to use and occupy Rights-of-Way throughout the territorial boundaries of the City, as these boundaries may be adjusted from time-to-time due to annexations, for the permitted uses contemplated under Section 3, subject to the conditions outlined in this Agreement.
- (b) **License to Use City Poles** – Licensor also grants Licensee the qualified right to use City Poles for the purpose of attaching the Communication Facility. Access to such individual City Poles will be determined on a case-by-case basis pursuant to the provisions of this Agreement. City retains the right and Licensee agrees to allow City to use City Poles for City purposes, including the placement of banners, flower planters, seasonal decorations, and other ornamentations and all necessary hardware, electrical connections and similar attachments.
- (c) **Non-Exclusive License** – The Licensee’s right to use and occupy the City Rights-of-Way and attach to such City Poles shall not be exclusive as the City reserves the right to grant a similar use of same to itself or any person or entity at any time during the Term.

SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY

- (a) **Provision of Personal Communication Service** – City Rights-of-Way may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of the Communication Facility by Licensee from time to time for Wireless Communication Service and/or Backhaul Service or to comply with applicable law, and not for any other purpose whatsoever. This Agreement shall include new types of Wireless Communication Equipment or Backhaul Equipment that may evolve or be adopted using wireless technologies. Licensee shall, at its expense, comply with all applicable federal and state laws, ordinances, rules and regulations, and Rights-of-Way Regulations in connection with the use of City Rights-of-Way. All modification, replacement and upgrades that exceed the width or height of the existing Communication Facility shall require a new Supplemental License Application and approval by City.
- (b) **Installations** – Wireless Communication Equipment and Wireless Backhaul Equipment may be installed only on City Poles under the terms of this Agreement, on poles under the terms of a separate agreement with the owner of such poles, or on Licensee’s poles and surrounding space until the Point-of-Demarcation, and Landline Backhaul Equipment may be installed only at the locations and as provided in a Supplemental License executed by the City. If the Communication Facility is to be installed on a Licensee pole, such pole shall be deemed part of the Communication Facility for purposes of this Agreement.

SECTION 4. TERM AND AMENDMENTS

- (a) **Term of Agreement** – The term of this Agreement shall be for ten (10) years commencing on the Effective Date and ending at midnight on the last day of the term (the “Term”), which shall automatically renew for up to three (3) five-year periods unless: (a) Licensee provides written notice to Licensor if its intent not to renew not less than three months in advance of the end of each term; or (b) Licensor provides written notice to Licensee of its intent not to renew not less than three months in advance of the end of the first five-year renewal term or the end of each renewal term thereafter. Both Licensor and Licensee also have the right to terminate this Agreement upon six months’ notice to the other party if, due to a change of Federal, State, or local law either party can no longer technically, or practicably, comply with both the duties and obligations of this Agreement and the requirements of law. Notwithstanding the foregoing, in no event shall the Term expire until: (i) terminated pursuant to Section 18, or (ii) the expiration or earlier termination of all Supplemental Licenses entered into hereunder.
- (b) **Supplemental Licenses** – Each Communication Site will be subject to a Supplemental License pursuant to the terms and conditions of this Agreement. The term of each Supplemental License shall be for (5) years commencing on the date the corresponding Communication Site Application is approved as provided hereunder (“Commencement Date”), provided however that, so long as the Term is still in effect, unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew the term, the term will automatically renew for consecutive one (1) year periods, upon the same terms and conditions set forth in this Agreement.
- (c) **Termination of Supplemental Licenses** – A Supplemental License may be terminated prior to the expiration of the Term: (i) by Licensor upon notice to Licensee, if Licensee fails to pay any amount when due hereunder concerning the applicable Communication Facility and such failure continues for fifteen (15) days after Licensee's receipt of written notice of nonpayment from Licensor; or (ii) by either Party upon notice to the other Party, if such other Party materially breaches any provision of this Agreement concerning the applicable Communication Facility and the breach not cured within thirty (30) days after receipt of written notice of the breach from the non-breaching Party; (iii) by Licensee, at any time, with or without cause, upon notice to Licensor; (iv) by Licensor if Licensee fails to maintain insurance required under Paragraph 14; or (v) by Licensor if it determines that Licensee’s Communication Facility mounted on a City Pole interferes with the ongoing municipal operations of the Licensor, in which case Licensor shall provide notice of License termination not less than four (4) months prior to the effective date of the termination, or three (3) months’ notice if the interference is within a proposed construction project, provided that Licensee is allowed to relocate its Communication Facility to another location providing comparable service for Licensee’s purpose.
- (d) **Effect of Termination** – All Annual License Fees paid prior to the expiration or earlier termination of the Supplemental License shall be retained by Licensor. Within ninety (90) days after such expiration or earlier termination, Licensee shall remove all of its equipment, conduit, fixtures and all personal property and restore the Right-of-Way to its original condition, reasonable wear and tear and casualty damage excepted. Licensee shall continue to be liable to Licensor for the Annual License Fee prorated for every month that any part of such Communication Facility remains in the Rights-of-Way and the Supplemental Licensee shall be deemed to remain in effect until it is removed. After such removal, the Supplemental License shall

be of no further force or effect and Licensee shall have no further obligations for the payment of Annual License Fees to Licensors in connection therewith.

SECTION 5. LICENSE FEES

- (a) **Annual License Fee** – The Annual License Fee per Communication Site shall be as provided in the following table depending on the type of Communication Facility thereat:

Type of Communication Facility:	Annual License Fee:
Wireless Communication Equipment (or Wireless Backhaul Equipment) on City Pole owned by Licensors	\$2,000.00
Landline Backhaul Equipment	The City's standard underground utility rate

- (b) **Timing of License Fee Payments** – Licensee shall pay in advance to Licensors the Annual License Fee for the coming year for each Communication Site. The Annual License Fee for all Communication Sites installed during any given month will commence and be due on the first day of the following month (the "License Fee Commencement Date"), and shall be prorated between the Commencement Date and the last day of the calendar year in which the Commencement Date occurs. Thereafter, Licensee shall pay Licensors the Annual License Fees on January 1 of each year.
- (c) **Late Payment Interest** – Any Annual License Fees not paid within fifteen (15) days of notice of non-payment will be assessed a rate of 10% per annum from that date and shall constitute a material breach under Section 18 of this Agreement.
- (d) **Annual License Fees to Licensors** – Licensee shall pay Licensors the fees specified in this Section in the form of a money transfer or a check which references Licensee and the applicable Supplemental License Number made out to the order of the City of De Pere and sent to:

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

SECTION 6. APPROVAL OF COMMUNICATION SITES

- (a) **Communication Site Application** – Licensee shall file with the City Representative a Communication Site Application for every proposed Communication Site. Said application form may be modified from time-to-time by the City Representative as deemed necessary in order to more efficiently process applications from Licensee.
- (b) **Communication Site Approval Process** – Upon filing of a complete Communication Site Application, the City Representative shall process the Communication Site Application within sixty (60) days, unless the City Representative and Licensee agree in writing to extend such process, which agreement shall not be unreasonably withheld, delayed or conditioned.
- (1) **Rights-of-Way Determination** – The Licensors will determine whether the location (and any existing pole) identified by Licensee as a Communication Site is within City Rights-of-Way.

- (2) **Ownership of City Pole** – The Licensor will confirm the ownership of any City Pole identified for installation of the Communication Facility.
- (3) **Site Eligibility** – Licensor shall determine whether a requested City Pole or the location for the installation for a new pole is eligible as a Communication Site based on space availability or other considerations. In addition, Licensor must determine whether public safety considerations prevent eligibility of a pole as a Communication Site. Licensee and Licensor agree to favor co-location of Licensee Communication site placement over construction of a new pole. Concerning a request to install a new pole, Licensor shall determine whether Rights-of-Way Regulations and availability of Rights-of-Way prevent the pole installation at the requested location.
- (4) **Review Criteria** – For each Communication Site Application, the City Representative shall:
- a. Verify that the Communication Site Application is complete, including documentation by Licensee of membership in a utility locator service.
 - b. Review engineering design documents to determine:
 - i. compliance with contractual requirements under this Agreement; and
 - ii. for new pole installations, whether sufficient evidence, as determined by City in its reasonable discretion, is presented to demonstrate that Licensee is prohibited from using an existing pole (either owned by the City or a third party) because such use is technically or functionally infeasible, economically prohibitive, prohibited by law or otherwise unduly burdensome;
 - iii. for new pole installations due to its height and size, poses no greater danger to the health, safety and welfare of the public than existing poles in the nearby Right of Way;
 - iv. no interference with City public safety radio system, traffic signal light system, or other communications components; and
 - v. structural integrity of a new or existing pole.
 - c. Determine compliance with any other applicable requirements, including City of De Pere Municipal Code or other county, state, or federal rules, laws and regulations.

All Communication Site Applications requesting access to an existing pole must include a load bearing study stamped by an engineer licensed in the State of Wisconsin (“Wisconsin Engineer”) to determine whether the attachment of the Communication Facility may proceed without pole modification or whether the installation will require pole reinforcement or replacement. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings by a Wisconsin Engineer demonstrating the proposed alteration to the pole.

As appropriate, the City Representative shall require Licensee to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in an incomplete Communication Site Application which may not be processed under this Agreement.

- (5) **Approval of Application** – Upon finding that the Communication Site Application is complete and in compliance with all applicable requirements set forth above, the City Representative shall approve such Communication Site application. The approval of the Communication Site Application requesting to attach to an existing pole, or to install a new pole, shall authorize Licensee to proceed to obtain all generally applicable, ministerial permits that are required of CLEC users, as necessary (collectively, “ROW Permit”). Licensee shall comply with the requirements of the Rights-of-Way Regulations. Licensee shall pay all appropriate Wisconsin standard promulgated one-time ROW Permit fees (“ROW Permit Fees”), when required. Licensor may impose on the ROW Permit conditions that are necessary to protect structures in the City Rights-of-Way, to ensure the proper restoration of the City Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the City Rights-of-Way. Upon obtaining a ROW Permit, Licensee may proceed to install the Communication Facility in coordination with Licensor. Approval of a Communication Site Application related to the use of a pole owned by a third party, shall authorize Licensee to proceed with attachment process applicable to the pole owner and in accordance with the pole owner's regulations proceed to install the Communication Facility in coordination with Licensor.
- (6) **Execution of Supplemental License** – Upon approval of the Communication Site Application, the Parties shall execute any approved Supplemental License, which shall be effective as of the date of application approval.

SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY

- (a) **Compliance with Law Required** – The work done by Licensee in connection with the installation, construction, maintenance, repair, and operation of Communication Facility on poles within the City Rights-of-Way shall be subject to and governed by all pertinent local and state laws, rules, regulations, including the City's Rights-of-Way Regulations, that are applicable to ensuring the public safety and ensuring the work done does not unduly inconvenience the public's use of the streets and sidewalks.
- (b) **Duty to Minimize Interference** – All pole excavations, construction activities, and aerial installations on poles in the Rights-of-Way shall be carried on as to minimize interference with the public use of City's Rights-of-Way and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety, convenience and welfare. In locations where existing utilities are all underground, City may require Licensee to locate its wiring underground to the same extent as existing facilities.

SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES

- (a) **Eligibility of City Pole** – Prior to submitting a Communication Site Application related to the use of a City Pole, Licensee shall verify with the City the eligibility of the specified City Pole for attachment of the Communication Facility. In addition, Licensee shall conduct an engineering load bearing study stamped by a Wisconsin Engineer to determine whether the City Pole can withstand the added weight of the Communication Facility. If the proposed installation will require pole reinforcement or replacement, the engineering design documents included with the Communication Site Application shall include specifications relating to the proposed pole reinforcement or replacement stamped by a Wisconsin Engineer. Construction activities involving pole reinforcement or replacement shall be coordinated with applicable City personnel and the Rights-of-Way Manager and upon installation such reinforcement or replacement shall become City property.
- (b) **Compliance with Rights-of-Way Regulations** – In the installation, construction, maintenance, upgrade, and operation of Communication Facility, Licensee shall comply with the provisions of the Rights-of-Way Regulations, including but not limited to provisions pertaining to the following activities and permit requirements therefore:
- (1) construction activities related to the installation, maintenance, repair, upgrade, and removal of Communication Facility on existing poles in the Rights-of-Way;
 - (2) installation of new poles in the Rights-of-Way;
 - (3) cut or otherwise disturb the surfaces of the Rights-of-Way;
 - (4) disruption of vehicular and pedestrian traffic on Rights-of-Way to a minimum as reasonably necessary to execute the required work;
 - (5) applicable excavation and restoration standards of City excavation permits, whether a permit is required or not;
 - (6) electric installation; and
 - (7) pavement repairs.
- (c) **Submission of Engineering Plans** – Prior to installation, Licensee shall submit engineering plans to the Rights-of-Way Manager for review and approval in accordance with the Rights-of-Way Regulations.
- (d) **Identification of Utility Lines** – Prior to beginning any excavation or boring project on City Rights-of-Way, Licensee shall engage a utility locator service. Licensee has the responsibility to protect and support the various utility facilities of other providers while conducting construction, installation, and maintenance operations.

- (e) **Electrical Service** – LICENSEE shall ensure the facility is served by separate electric service. LICENSEE shall arrange for the provision of a metered power source and additional electrical service, at no cost to LICENSOR, to each pole subject to the Supplemental Licenses. LICENSEE shall be solely responsible to pay the electrical utility service provider directly for electrical usage attributable to its equipment.
- (f) **Maintenance and Repair of Communication Facility** – Licensee shall keep and maintain all Communication Facility installed on City Rights-of-Way in commercially reasonable condition and repair throughout the Term, normal wear and tear excepted. Licensee shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Communication Facility at any time during the Term. The terms and conditions of Licensee's Operational Plans, as may be amended or re-named from time to time, are attached hereto as Exhibit C and hereby incorporated as a part of this Agreement.
- (g) **Upgrade of Communication Facility** – Licensee shall have the right to upgrade the Communication Facility with next-generation equipment and innovative new technologies. Prior to making any such equipment or technology upgrade that changes the size or weight of the Communication Facility, Licensee shall file a Communication Facility Application with the City Representative, who shall review the application for compliance with the permitted use under this Agreement. Licensee shall include in such Application an engineering report stamped by a Wisconsin Engineer verifying that the new installation is structurally sound, the pole upon which it is placed will support the new installation, and that such installation will not cause any interference with City's public safety communications system, traffic light signal system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate. Licensee will address any structural and interference issues prior to such application being deemed complete.
- (h) **Coordination of Maintenance and Pole Removal/Replacement** – Except in cases of emergency, prior to City engaging in any planned or routine maintenance of a City Pole, City shall notify Licensee of such activity at least sixty (60) days in advance of such activity in order to coordinate any necessary removal or relocating Licensee's equipment on such pole. In cases of emergency, prompt notice of the emergency shall be provided to Licensee commensurate with the nature of the emergency. Licensee shall be responsible for all removal activities and costs thereof. City shall work with Licensee to find temporary facilities for Licensee's equipment.
- (i) **Removal of Non-Compliant Installations** – The City shall have the authority at any time to order and require Licensee to remove and abate any Communication Facility or other structure that is in violation of the City's Rights-of-Way Regulations. In case Licensee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the City shall have the authority to remove the same at the expense of Licensee, all without compensation or liability for damages to Licensee.
- (j) **Reservation of Rights** – The City reserves the right to install, and permit others to install utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Licensee for any damage caused by those persons or entities.
- (k) **No Limitation in City's Operation** – The Parties agree that this Agreement does not in any way limit Licensor's right to locate, operate, maintain, and remove City Poles in the manner that best

enables protection of public safety. The City Representative may deny access to City light poles due to operational conditions at the requested site, limited space availability, public safety concerns, future traffic signal system planning, or other operational considerations. Further, nothing in this Agreement shall be construed as granting Licensee any attachment right to install Communication Facility to any specific traffic light pole, other than an approved Communication Site Application and execution of the corresponding Supplemental License under the terms of this Agreement.

SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES

- (a) **Supervision by Rights-of-Way Manager** – Other than Licensee's replacement of a City Pole as provided by 8(a), in the event Licensee is unable to utilize an existing pole or structure due to the criteria set forth in Section 6.b (4) ii, iii, or v, Licensee may install poles on City Rights-of-Way in order to install Communication Facility as approved at a selected Communication Site. In such circumstance, such poles shall be owned and maintained by Licensee. Such poles shall be of adequate strength and straight, and shall be set so that they will not interfere with the flow of water in any drainage system, so that they will not unduly interfere with ordinary travel on the streets or sidewalk or maintenance of the Rights-of-Way, have an adequate fall zone, will not endanger the public safety or otherwise interfere with public use of the Rights-of-Way. The poles/install shall not exceed the usual and customary height of existing poles in the vicinity of the subject Rights-of-Way unless otherwise authorized by the City. The location of all Licensee's personal property, poles, and electrical connections placed and constructed by the Licensee in the installation, construction, and maintenance of Communication Facility shall be subject to the lawful, reasonable and proper control, direction and/or approval of the Rights-of-Way Manager.
- (b) **Pre-Approval by Rights-of-Way Manager** – Prior to submitting a Communication Site Application covering the installation of a new pole, Licensee shall use a utility locator service to identify the existence of other utilities at the proposed pole location. Licensee shall include in the Communication Site Application documentation from the utility locating service and identify the location of all existing utilities in the Application.

SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED

- (a) **Interference with Rights of Others Prohibited** – Licensee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility in the Rights-of-Way, including sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility, or City personal property.
- (b) **Signal Interference with City's Communication Infrastructure Prohibited** – In the event that Licensee's Communication Facility interferes with the City's traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Licensee will respond to the Licensor's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS

- (a) **Compliance with Local Regulations** – All Communication Facility installations shall be in compliance with all relevant legal requirements for connecting the Communication Facility to electricity and telecommunications service. City is not responsible for providing electricity or transport connectivity to Licensee.

SECTION 12. EMERGENCY CONTACTS

- (a) **Coordination of Emergency Events** – In case of an emergency or other unforeseen events, Licensor will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. Licensor will make reasonable efforts to coordinate its emergency response with the Licensee. To that end, the Licensor will use the following emergency contacts: The Licensee's network operations center may be reached 24/7 at (877) 244-7889.
- (b) **Licensee's Duty to Maintain Current Emergency Contacts** – Licensee will maintain the emergency contact information current at all times with the City Representative.
- (c) **Licensee's Response to Network Emergency** - In case of a network emergency, Licensee may access its Communication Facility without first obtaining a ROW Permit provided Licensee has conducted network trouble-shooting and diagnostic tests, has reasonably identified the point or points of network failure or malfunction and has made every reasonable effort to notify the City Representative. While acting under this provision to address a network emergency, Licensee shall conduct its activities within the Rights-of-Way in such a manner as to protect public and private property. Licensee will make every reasonable effort to coordinate its emergency response with the Licensor. To that end, prior to entering the Rights-of-Way, Licensee will contact the City Representative and give notice to Licensor of the network emergency and an estimated time period to address the situation.
- (d) **Licensor's Duty to Maintain Emergency Contacts** – Licensor will maintain the emergency contact information current at all times with Licensee.

SECTION 13. INDEMNITY

- (a) Licensee hereby agrees to indemnify, defend and hold harmless City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner caused in whole or in part or claimed to be caused in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Licensee or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the negligence

of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Licensee shall reimburse the City of De Pere, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Licensee employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Licensee's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

This indemnity provision shall survive the termination or expiration of this Agreement.

- (b) **Licensor's Duty to Notify Licensee of Claims** – The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate, defend, and compromise these claims with prompt notice to the City attorney.
- (c) **Licensor's Consent to Settle Claims** – Licensee may not settle any claim subject to this Section without the consent of City, unless (i) the settlement will be fully funded by Licensee, and (ii) the proposed settlement does not contain an admission of liability or wrongdoing by any elected officials, employees, officers, directors, volunteers or representatives of City. The City's withholding its consent as allowed in the preceding sentence does not release or impair Licensee of any obligations under this Section. Licensee must give City at least thirty (30) days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind City must first be approved by the City.
- (d) **General Limitation** – Neither party will be liable under this Agreement for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

SECTION 14. INSURANCE REQUIREMENTS

- (a) Prior to the commencement of any work under this Agreement, the Licensee shall furnish copies of all required certificate(s) of insurance to the City Representative. The City shall have no duty to pay or perform under this Agreement until such certificate has been received by the City.
- (b) City reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when reasonably determined necessary by the City based upon changes in statutory law, court decisions, circumstances surrounding this Agreement, or change in Citywide policy.
- (c) The Licensee's financial integrity is of interest to the City; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Wisconsin and with an A.M Best's rating of no less than A-VII, in the following types and for an amount not less than the amount listed below:

Type of Coverage	Amounts
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/complete operations d. Property damage	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence and General Aggregate limit of \$5,000,000
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

- (d) The Licensee shall, on an annual basis, provide the City Representative with a Certificate of Insurance evidencing the required coverages and which contains the following provisions:
- Name the City, its officers, officials, employees, and elected representatives as additional insureds, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies. Licensee's insurance carrier shall provide City with a Certificate of Insurance indicating the above coverages, together with a copy of the Additional Insured Endorsement.
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City. A copy of such policy with the subrogation language shall be provided to City.

- City shall not be required to perform any act or obligation under this Agreement until it receives and approves the form and substance of the Certificate of Insurance, Additional Insured Endorsement and the Workers' Compensation Waiver of Subrogation.
 - Upon receipt of notice from its insurer, Licensee will provide Licensor with thirty (30) days prior written notice of cancellation.
- (e) Within thirty (30) calendar days of a suspension, cancellation or non-renewal of coverage, the Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Licensee's performance should there be a lapse in coverage at any time during this Agreement.
- (f) In addition to any other remedies the City may have upon the Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Licensee to stop work hereunder, and/or withhold any payment(s) which become due to the Licensee hereunder until the Licensee demonstrates compliance with the requirements hereof.
- (g) Nothing herein contained shall be construed as limiting in any way the extent to which the Licensee may be held responsible for payments of damages to persons or property resulting from the Licensee's or its subcontractors' performance of the work covered under this Licensee Agreement.
- (h) It is agreed that the Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.
- (i) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

SECTION 15. ADMINISTRATION OF LICENSE

- (a) **Administration of License by City Officials** – The City Representative is the principal City person responsible for the administration of this Agreement. The Rights-of-Way Manager shall review the operations of Licensee in the Rights-of-Way under this Agreement and the Rights-of-Way Regulations.
- (b) **Licensee's Duty to Communicate with City Officials** – Licensee shall communicate with the Rights-of-Way Manager all matters in connection with or affecting the installation, construction, reconstruction, maintenance and repair of Licensee's Communication Facility in the Rights-of-Way and provide periodic deployment plans to the Rights-of-Way Manager and the City Representative.
- (c) **Notice** – Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid.

Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to Licensors:

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

With a copy to:

City of De Pere
Attn: Director of Public Works
925 South 6th Street
De Pere, WI 54115

If to Licensee:

Wisconsin Technology Networking, LLC
2220 University Drive
Newport Beach, CA 92660
Attention: Asset Management

With a copy to:

Wisconsin Technology Networking, LLC
2220 University Drive
Newport Beach, CA 92660
Attention: Legal Department

SECTION 16. ASSIGNMENT OF LICENSE

- (a) **Limited Right of Assignment** – This Agreement and each Supplemental License under it may be sold or assigned by Licensee without any approval or consent of the Licensors to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Right-of-Way is located by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. As to other parties, this Agreement and each Supplemental License may not be sold or assigned without the written consent of the Licensors, which shall not be unreasonably withheld. Licensee shall provide the City Representative notice of any such merger, acquisition or other business reorganization with a principal, Affiliate or subsidiary of Licensee promptly upon approval of such sale or assignment. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.
- (b) **Licensee's Right to Grant Security Interest in License** – Additionally, Licensee may mortgage or grant a security interest in this Agreement and the Communication Facility, and may assign this Agreement and Communication Facility to any mortgagees or holders of security interest, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees' interests in this Agreement are subject to all of the terms and provisions of this Agreement. In such event, City shall execute such consent to financing as may reasonably be required by Mortgagees.

SECTION 17. FUTURE CONTINGENCY

- (a) **Renegotiation for Incapacity of Contract** – Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement, in whole or in part, is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, the

Licensee and Licensors shall meet and negotiate an amended Agreement that is in compliance with the authority's decision or enactment and, unless explicitly prohibited.

SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION

- (a) **Events of Termination** – Except as provided below, this Agreement may be terminated before the expiration date of the Term on written notice by City to Licensee, if Licensee materially breaches any provision of this Agreement and such breach is not cured by Licensee within thirty (30) days after Licensee's receipt of written notice of such breach from the City. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by the previous failure of the City to insist upon or seek compliance with such terms and conditions. City may terminate this Agreement before the expiration date if Licensee fails to comply with all insurance requirements of Paragraph 14 and fails to cure the same within ten (10) calendar days of notice by City.
- (b) **No Waiver of Duties** – Termination of this Agreement does not relieve Licensee from the obligation (i) to pay Annual License Fees accrued and owing to Licensors under the Agreement at the time of termination; (ii) concerning any claim for damages against Licensee under this Agreement; and (iii) Licensee's indemnity obligations under Section 13 of this Agreement. Licensors' rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. Licensors may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by Licensors of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

SECTION 19. GOVERNING LAW, JURISDICTION AND VENUE

- (a) **Governing Law** – This Agreement is passed in accordance with the constitutions, statutes, ordinances, and regulations of the United States, the State of Wisconsin, and the City of De Pere in effect on the effective date of this Agreement, and as such local, state, and federal laws may be subsequently amended.
- (b) **Compliance with Local Ordinances** – Nothing in this Agreement shall be interpreted to limit the authority of the City to adopt, from time to time, ordinances, rules and regulations that are generally applicable to occupants of the Rights-of-Way that it determines necessary in the exercise of City's governmental powers. Licensee shall abide by any Rights-of-Way Regulations that do not conflict or are otherwise preempted by state or federal law.
- (c) **Enforcement of Local Regulations** – Licensors expressly reserves the right to regulate its Rights-of-Way consistent with state and local laws and regulations. It is understood and agreed that Licensee is responsible for obtaining all such permits necessary to install, maintain and operate its Communication Facility.
- (d) **Jurisdiction and Venue** – THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WISCONSIN, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN THE COUNTY IN WHICH THE CITY IS LOCATED.

THEREFORE, IN THE EVENT ANY COURT ACTION IS BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT, THE COURTS OF SUCH COUNTY SHALL HAVE JURISDICTION OVER THE DISPUTE AND VENUE SHALL BE IN SUCH COUNTY.

SECTION 20. NON-DISCRIMINATION

- (a) **Non-Discrimination** – Licensee agrees not to engage in employment practices that discriminate against any employee or applicant for employment based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, unless exempted by state or federal law. In the event non-compliance occurs with this Section occurs, Licensee, upon written notification by City, shall commence compliance procedures within thirty (30) days.

SECTION 21. MISCELLANEOUS PROVISIONS

- (a) **Waiver** – None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Licensee and Licensors. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be deemed a waiver of any subsequent breach.
- (b) **Severability** – If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- (c) **Captions** – The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.
- (d) **Extent of Agreement** – This Agreement, together with its attached exhibits and the authorizing ordinance, if any, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement.
- (e) **Authority** – The signer of this Agreement for the Licensee and the City hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the Licensee or the City respectively.
- (f) **Non-Waiver of Rights** – By entering this Agreement, neither Licensors nor Licensee has waived any rights either Party may have under applicable state and federal law pertaining to the provision of Communication Service or Licensee's access rights concerning the Rights-of-Way.
- (g) **Force Majeure** – In the event a Party's performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to a force majeure event beyond such Party's reasonable control, such inability to perform will be deemed to be excused and no

penalties or sanctions will be imposed as a result thereof. For purposes of this subsection, “force majeure” means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party’s reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party.

- (h) **Technical Amendments** – Other than proposed substantive contractual amendments requested under Section 4, the Parties may mutually agree to make technical amendments to the Agreement and its exhibits that would not alter the obligations and responsibilities of the Parties under the Agreement, in order to address advances and/or innovations in wireless technologies and equipment.
- (i) **No Partnership or Joint Venture** – The relationship between Licensor and Licensee is at all times solely that of licensor and licensee, not that of partners or joint venturers.
- (j) **Effect of Bankruptcy** – Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.
- (k) **Counterparts** – This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties.
- (l) **Further Assurances** – The Parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the Parties as contained in this Agreement.

EXECUTED and AGREED.

CITY OF DE PERE

**WISCONSIN TECHNOLOGY
NETWORKING, LLC**

(Signature)

Printed Name: Michael J. Walsh

Title: Mayor

Date: _____

(Signature)

(Signature)

Printed Name: _____

Title: _____

Date: _____

Printed Name: Shana D. Ledvina
Title: Clerk-Treasurer
Date: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
COMMUNICATION SITE APPLICATION

Applicant: _____ Date: _____

Licensee: _____ Application/License #: _____

Licensee Site ID #	Communication Site GIS Coordinates	Type of Communication Facility
		[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

If Wireless Communication Equipment or Wireless Backhaul Equipment:

Pole Type	Pole Alteration	Attachm ent Height	Attachm ent Weight	Attachm ent Dimensio ns	Location of Equipment Shelter
[City Pole] [Third-Party Pole] [Licensee Pole] [Not Applicable/Needed]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires City Representative Approval)] [Not Applicable/Needed]

APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where

applicable, the design documents should include specifications on design, pole modification, and ADA compliance.

- For City Poles, include documentation from the City verifying that the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of Communication Facility. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- For new pole installations, include documentation from the Rights-of-Way Manager verifying that the pole location in the Rights-of-Way is eligible for installation.
- If the proposed installation includes a new pole, provide design and specification drawings for the new pole.
- For new pole installations, submit evidence sufficient to demonstrate that the Applicant is prohibited from using an existing pole or tower (either owned by the City or a third party) because such use is technically or functionally infeasible, economically prohibitive, prohibited by law, or otherwise unduly burdensome.
- For new pole installations, due to its height and size, poses no greater danger to the health, safety, and welfare of the public than existing poles in the nearby Right-of-Way.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

THE CITY WILL PROCESS THIS APPLICATION WITHIN 60 DAYS OF RECEIPT OF A FULLY COMPLETED APPLICATION, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY REPRESENTATIVE TO EXTEND THE APPROVAL DATE, WHICH AGREEMENT SHALL NOT BE UNREASONABLY WITHHELD, DELAYED OR CONDITIONED.

APPLICANT REPRESENTATIVE: _____

PRINT NAME: _____

TITLE: _____

----- **FOR CITY USE ONLY** -----

RECEIPT DATE: _____ APPLICATION NO.: _____

APPROVED BY: _____

PRINT NAME: _____

TITLE: _____

APPROVAL DATE: _____

EXHIBIT B
Supplemental License Form

Supplemental License No. _____
For Communication Facility Installation

This Supplemental License is entered on this ____ day of _____, _____, between the City of De Pere, acting through its City Representative, or his/her designee, (“Licensor”) and Wisconsin Technology Networking, LLC, a Delaware limited liability company (“Licensee”).

1. Overview of Supplemental License – This Supplemental License applies to the Communication Sites described below.

**Authorizing
Agreement:**

License: Master License Agreement for Use of City Rights-of-Way

Licensor: City of De Pere

Licensee: Wisconsin Technology Networking, LLC

**Initial Aggregate
Annual License Fees:** _(to be determined)_

Commencement Date: _____

Term: Term of 5 years, with one (1) year renewals subject to the Master License Agreement.

Licensee Site ID#	Communication Site GIS Coordinates	Type of Communication Facility
		[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

If Wireless Communication Equipment or Wireless Backhaul Equipment:

Pole Type	Pole Alteration	Attachment Height	Attachment Weight	Attachment Dimensions	Location of Equipment Shelter

2. Source of Authority – This Supplemental License is authorized and executed pursuant to the terms and conditions of the “Master License Agreement between the City and Licensee for the Use of City Rights-of-Way,” as it may be amended by the Parties during its Term (“Master License Agreement”). All of the terms and conditions of the Master License Agreement, including any future amendments, are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. Capitalized terms used in this Supplemental License shall have the same definitions and meanings ascribed to them in the Master License Agreement, unless otherwise indicated herein.

3. Approval Process – This Supplemental License arises from and is part of the approval process associated with the Communication Site Application approved by the City Representative on _____. The Communication Site Application, including all attachments, is incorporated as Exhibit 1 and made a part hereto. If not attached, the Communication Site Application is hereby incorporated herein by reference and made a part hereof without the necessity of repeating or attaching it.

4. Scope of License – This Supplemental License is limited to the Communication Facility installation(s) referenced in the Communication Site Application associated with this Supplemental License.

5. Conflict in Interpretation – Nothing in this Supplemental License is intended to grant Licensee any rights or privileges beyond those addressed in the Master License Agreement. In the event of any conflict in contractual interpretation between this Supplemental License and the Master License Agreement, the terms and conditions of the Supplemental License shall govern, provided however that any future amendments or modifications to the Master License Agreement shall simultaneously apply and serve to amend or modify this Supplemental License without the need by either Party to provide notice of such to the other.

6. Site Specific Conditions – All site specific conditions shall be addressed in the Communication Site Application associated with this Supplemental License.

7. Site Modifications – Prior to making any post-installation future material modifications to a Communication Site, other than maintenance and repair of site specific Communication Facility as further provided in the Master License Agreement, Licensee shall file a Communication Site Application with the City Representative describing the proposed modifications. The City

Representative, or his/her designee, shall review the Communication Site Application pursuant to the terms and conditions in the Master License Agreement, and if approved such Communication Site Application shall be attached as Exhibit 2 and made a part hereto. Any additional site modifications shall be incorporated hereto in the same manner.

8. **License Fee** – The aggregate Annual License Fees applicable to this Supplemental License, as summarized in Section 1 above, shall be calculated based on the number of applicable Communication Facility as set forth in the Master License Agreement, payable by Licensee as provided therein.

9. **Commencement Date** – The Commencement Date for this Supplemental License shall be the same date that the Communication Site Application associated with this Supplemental License, which is hereby approved by the City Representative.

10. **Term** – The term for this Supplemental License, as described in Section 1 above, is set forth in the Master License Agreement.

NOW THEREFORE, the Parties hereto by the signature of their respective representatives hereby agree to enter into this Supplemental License.

LICENSOR

CITY OF DE PERE

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

LICENSEE

WISCONSIN TECHNOLOGY NETWORKING, LLC

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

EXHIBIT C

Mobilitie Operational Plans

[To Be Inserted]

EXHIBIT C

Mobilitie Operational Plans

- **Preventative Maintenance Program**
 - OEM equipment maintenance is based on client requirements or break/fix activities
 - Wood pole maintenance based on the decay zone that they are located in
 - On average 8-10 years, roughly 10% of the poles in each region
 - Lockout/Tagout sign with instructions will be posted on every site's power box to ensure vendor and public safety
 - Poles have RF hazard sign that has Mobilitie's Network Operations Center's (MNOC) contact number so that the RF can be turned off for other pole maintenance to be performed
 - Mandatory for all Mobilitie Vendors to call 8-1-1 and have utilities marked prior to any digging
- **Graffiti Removal Plan**
 - When notified, MNOC will dispatch to remove the graffiti by either repainting or replacing the equipment as necessary following local jurisdiction guidelines
- **Emergency Response Plan**
 - 24X7 response based on jurisdictional requirements
 - Ensure ROW is safe
 - Deploy safety tape and cone off impacted area to ensure the safety of the general public
 - Deploy temp pole as needed
 - Remove or replace any damaged material as needed
 - Expedite necessary equipment
- **Disaster Recovery Plan (tornado, flood, etc.)**
 - National Incident Management System (NIMS) to be utilized
 - Incident Command and Control
 - A basic premise of ICS is that it is widely applicable. It is used to organize both near-term and long-term field-level operations for a broad spectrum of emergencies, from small to complex incidents, both natural and manmade.
 - Determine all possible emergencies, consequences, required actions, develop written procedures, and the resources available.
 - Detailed lists of personnel including their home telephone numbers, their duties and responsibilities
 - Planning and logistics with Supply Chain, RF Engineering and Deployment

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 20, 2016

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #16-123, Authorizing Issuance of a Promissory Note for Temporary Borrowing of \$275,000 for Public Purposes.

On December 13, 2016, the Finance/Personnel Committee approved this item with a 4-0 vote.

ATTACHMENTS:

- Reso16-123 (DOCX)
- Exhibit A - Reso 16-111 (PDF)
- 2016Short-TermNoteBorrowingMemo (DOC)
- 201612090908-1 (PDF)

RESOLUTION #16-123

AUTHORIZING ISSUANCE OF A PROMISSORY NOTE FOR
TEMPORARY BORROWING OF \$275,000 FOR PUBLIC PURPOSES

WHEREAS, Wis. Stats. §67.12 (12) authorizes municipalities to issue promissory notes as evidence of indebtedness for any public purpose; and

WHEREAS, on November 15, 2016, the Common Council adopted Resolution 16-111, a copy of which is attached as Exhibit A, approving the City's 2017 budget, including authorization for indebtedness of \$275,000.00 in 2016 with repayment thereof, including interest, in 2017 to purchase the following equipment and services:

1. \$22,860.00 for a video and projector upgrade in Council Chambers;
2. \$30,200.00 for carpet replacement in the Police Department;
3. \$7,200.00 for a fuel station pedestal at the MSC;
4. \$25,000.00 for video detection system upgrade at Broadway and Merrill;
5. \$34,000.00 for boiler replacement at the Community Center;
6. \$5,000 for Water Cooler Replacement – Parks and Public Lands;
7. \$5,000 for Accessible Route Program – Parks and Public Lands;
8. \$10,000 for breakwall and sidewalk repair at Voyageur Park ;
9. \$110,000 for VFW Park Playground Replacement;
10. \$22,000 for ticket machine for Fox Point Boat Launch; and
11. \$3,740.00 for Truck #68 replacement for Parks Department

all of which constitute public purposes; and

WHEREAS, Resolution 16-111 further levied a direct, annual tax, sufficient in amount to pay, and for the express purpose of paying, the interest on the note as it falls due and to pay and discharge the principal thereof at maturity; and

WHEREAS, including this anticipated borrowing of \$275,000.00, the City's indebtedness is \$35,585,000.00, which is within the City's 5% constitutional debt limitation of \$96,773,485.00; and

WHEREAS, the promissory note shall be on the terms and conditions authorized below.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to issue a promissory note for the purposes expressed above provided such note is on the following terms:

1. In an amount not to exceed two hundred seventy-five thousand (\$275,000.00) and no/100;
2. Bears an interest rate of no more than 2.10% per annum;
3. Is due and payable in no more than sixty (60) days from the date of issuance;
4. Contains no pre-payment penalty.

BE IT FURTHER RESOLVED THAT:

The note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income, for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

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 20th day of

December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #16-111

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2017 CITY BUDGET

WHEREAS, the De Pere Finance/Personnel Committee has reviewed the proposed 2016 City Budget; and

WHEREAS, a public hearing regarding proposed 2017 City Budget was held on November 15, 2016; and

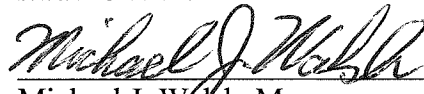
WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2017 City Budget;

NOW, THEREFORE, BE IT HEREBY RESOLVED:

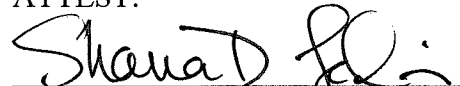
That the De Pere Common Council hereby approves the 2017 Budget as presented; further the Common Council adopts a total 2016 property tax levy to support the City's 2017 Budget and that this levy be further apportioned according to the following: General Fund (\$8,040,775); Debt Service (\$2,174,850); Capital Projects (\$1,741,276); and Local Levy TID Districts (\$991,732).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of November, 2016.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Shana D. Ledvina, Clerk-Treasurer

Ayes: 8

Nays: 0

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: December 9, 2016
Subject: 2016 Short-Term Note

I have attached the interest rate quote from Associated Bank for the City's short-term note borrowing of \$275,000 authorized in the Adopted 2017 budget in November 2015. The repayment of the note was included in the City's 2017 debt service fund expenditures and covers eleven items included in the 2017 budget as noted in the attachment. These amounts were included on pages 299-301 of the 2017 Executive Budget. The interest rate quote of 2.1% for 60 days on the note is very reasonable and would amount to roughly \$962 interest when we pay back the note in full in late February 2017.

I recommend the Finance Committee approve the terms of this note. Should you have any questions on this feel free to contact me or I will be present at the Finance Committee meeting on December 13th.



December 8, 2016

Mr. Joseph G. Zegers
Finance Director
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

RE: Term sheet

Dear Joe:

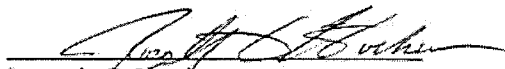
The proposed terms and conditions are provided for discussion purposes only and do not constitute an offer, agreement, or commitment to lend by Associated Bank ("Bank"). The actual terms and conditions upon which Bank might extend credit to the Borrower are subject to final credit approval.

Borrower: City of De Pere
Purpose: Purchases as outlined in attachment
Amount: \$275,000
Interest Rate: 2.10% fixed - tax exempt
Repayment: Principal and interest due at maturity
Maturity: February 21, 2017
Prepayment Costs: None

Interest rates are subject to change based on market conditions. Again, this is not a binding commitment, but a summary of indicative terms and conditions. If you have any questions, please contact me at (920) 433-3091.

Sincerely,

By:


Joseph G. Hockers
Vice President, Government Banking

CITY OF DE PERE
2016 - 2017 SHORT-TERM NOTE BORROWING

<u>PURPOSE</u>	<u>AMOUNT</u>
Council Chambers: Video and Projector Upgrade	\$ 22,860
Police: Carpet Replacement	30,200
MSC: Fuel Station Pedestal	7,200
Traffic Lights: Broadway & Merrill Upgrade Video Detection System	25,000
Community Center: Boiler Replacement	34,000
Parks and Public Lands: Water Cooler Replacement	5,000
Parks and Public Lands: Accessible Route Program	5,000
Parks and Public Lands: Voyageur Park Breakwall/Sidewalk Repair	10,000
Parks & Public Lands: VFW Park Playground Replacement	110,000
Boat Ramps: Fox Point Boat Launch Ticket Machine	22,000
Parks Equipment: Truck #68 Replacement	3,740
TOTAL	<u>\$ 275,000</u>

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 20, 2016

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #16-124, Revising Sewer Service Rates (December 2016).

The Board reviewed the 2016 - 2017 Sewer Rates and recommends a 4.95% increase.

I have attached the Wastewater Rate Study prepared by Schenck for your consideration for the December 12, 2016 Public Works Committee meeting. A representative from Schenck will attend the meeting and go through the details of the report for you. The report includes the recent Green Bay Metropolitan Sewerage District (GBMSD) rate increases which increase the total city treatment rates by approximately 2.47%.

The attached projected operating statements reflect the need for a City sewer rate increase targeting the 1st quarter billing mailed to general customers in the billing received in late March 2017. The statements reflect the rate increase for billings to the paper mill customers beginning with their January 2017 invoice since they are billed monthly. The analysis indicates that an estimated \$155,760 surplus for 2016 and a projected \$134,514 surplus for 2017. The 2017 estimated figures account for the GBMSD treatment rate increase of 2.47% which we will pass on to our general and paper mill customers beginning January 1st, 2017. The largest part was an increase was \$436,152 for the fixed cost allocation now totaling \$1,565,168 which is allocated \$557,908 to our general customers and \$1,007,260 to our industrial customers.

The model with the increased 2017 City rate increase shows the need to increase our general customer rate for an **average** quarterly residential bill by \$3.76 from \$131.56 to \$135.33 for the 1st quarter of 2017 which is shown on page 5 of the report. This is a 2.86% increase from the prior 2016 rates. The report also shows on page 6 & 7 the increases for the three operating paper mills. The new rates directly pass on the GBMSD treatment and daily monitoring rates to the paper mills and also include a treatment administrative fee of \$16,800 per year as well as revising the collection fee for the Sonoco and Expera mills that do not have their own dedicated pipe that goes directly to the treatment plant as in the case of Fox River Fiber. Their rate increases vary due to this and their particular usage factors and ranges from 1.20% to 4.30% from the 2016 rates and are larger primarily due to the larger fixed cost allocation from GBMSD..

The study assumes the revised sewer rates would be effective for the late November to late February billing cycle sent to general customers in late March and to the paper mills as of January 1st 2017. The study incorporates the rates included in the approved GBMSD budget which was adjusted from their preliminary budget and approved December 7th, 2016. The Adopted 2017 GBMSD budget is attached for your review.

You will also find an additional page at the end of the attachment of a calculation of the additional increase needed on the sewer bills to generate additional cash to address our cash situation that has been noted in the audit management letter over the last few years. The table shows the additional percent increase above the 2.86% indicated in the study that would be required to generate additional cash in \$50,000 increments. This is presented for your review and consideration if you want to propose raising the sewer rates over above the amount in the rate study. The cash deficit at December 31, 2015 was \$1,070,617 which would be affected by the projected 2016 and 2017 results on page 1 of the report and the 2016 sewer borrowing of \$1,007,500 and is estimated to be roughly \$100,000 at December 31, 2016. This is still relatively small and represents roughly 1% of the sewer utility operating budget.

Feel free to contact me should you have any questions on this and I will also be at the Board of Public Works meeting on December 12th
Joe Zegers, Finance Director

ATTACHMENTS:

- Reso16-124 (DOCX)
- Resolution #16-124 Exhibit A (PDF)
- Resolution #16-124 Exhibit B (PDF)
- 2017 Wastewater Study DRAFT120916 (PDF)
- 2017 Wastewater Study Summary-Draft120916 (PDF)
- NEW Budget (PDF)

RESOLUTION #16-124

REVISING SEWER SERVICE RATES
(December 2016)

WHEREAS, pursuant to §70-8 De Pere Municipal Code, the Common Council is charged with establishing sewer service rates; and

WHEREAS, the City is in need of revising its sewer rates to ensure revenues to cover the operation and maintenance of the City's sewerage system in a fair and proportional manner; and

WHEREAS, the rates as set forth in Exhibit A accomplish such rate structure.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The rate structure attached as Exhibit A, as modified by a 4.95% increase as shown on Exhibit B, is hereby approved and adopted by the Common Council for:

- (1) general sewer billings due on and after April 20, 2017; and
- (2) industrial sewer billings for service effective January 1, 2017.

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 20th day of December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-124 (5370 : Resolution #16-124, Revising Sewer Service Rates (December 2016).)

City of DePere
Summary of Proposed Wastewater Rates - 2017

Collection Fixed Charges

General Customers	
Meter Size	Quarterly Rate
.75 Inch	\$ 28.00
1 Inch	\$ 70.00
1.5 Inch	\$ 140.00
2 Inch	\$ 224.00
3 Inch	\$ 420.00
4 Inch	\$ 1,260.00

Paper Mills

Daily monitoring charges are a direct pass through from NEW Water
estimated at \$3,400 per month

Collection Volume Charge - All Customers

\$ 2.415 per 1,000 gallons

Note: Paper Mills volume charge is up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2017: \$136,600

Treatment Fixed Charges

General Customers	
Meter Size	Quarterly Rate
3/4 Inch	\$ 3.30
1 Inch	\$ 8.25
1.5 Inch	\$ 16.50
2 Inch	\$ 26.40
3 Inch	\$ 49.50
4 Inch	\$ 148.50

Paper Mills

Monthly Administrative Fee \$ 1,400

Annual Fixed Charge \$ 534,233

The annual fixed charge will be allocated to the paper mills (not including Fox River Fiber) on a monthly basis based upon actual units each month

Treatment Variable Charges

General Customers

\$ 4.52 per 1,000 gallons

Paper Mills- direct pass through from NEW Water

Flow	\$0.72126/ thousand gallons
BOD	\$0.41913/ pound
TSS	\$0.36651/ pound
Phosphorus	\$0.58901/ pound
TKN	\$0.76448/ pound

City of DePere
Analysis of Collection Volume Charge with Additional Surcharge Amounts

Collection Volume Charge- All Customers

Incremental revenue generated	Volume Charge	% increase in total charges to general customers
\$ -	\$ 2.415 per 1,000 gallons	2.86%
\$ 50,000.00	\$ 2.507 per 1,000 gallons	3.91%
\$ 100,000.00	\$ 2.598 per 1,000 gallons	4.95%
\$ 150,000.00	\$ 2.690 per 1,000 gallons	6.00%
\$ 200,000.00	\$ 2.782 per 1,000 gallons	7.05%
\$ 250,000.00	\$ 2.874 per 1,000 gallons	8.09%

**CITY OF DEPERE
WASTEWATER UTILITY
PROPOSED RATES
DECEMBER 2017**

**City of DePere Wastewater Utility
Proposed Rates
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Proposed Rate Increase - Paper Mill Average Bills	7

**City of DePere Wastewater Utility
Projected Operating Statements**

PROJECTED OPERATING STATEMENTS

				with increase
	Actual 2014	Actual 2015	Projected 2016	Estimated 2017
Revenues and Other Sources				
User charges - general customers	\$ 3,963,906	\$ 4,320,931	\$ 4,658,416	\$ 4,958,722
User charges- paper mills				
NEW Water treatment charges	3,870,155	4,066,337	4,218,619	4,273,454
Fixed administrative charges	36,000	37,800	39,600	50,400
Collection charges - variable	138,616	139,918	219,551	236,132
Forfeited discounts	39,369	48,080	54,050	55,000
Collection on receivable from NEW Water	-	-	-	160,485
Total Revenues Other Sources	8,048,046	8,613,066	9,190,236	9,734,193
Expenses and Other Uses				
Treatment charges				
General customers	1,876,989	2,021,257	1,920,402	2,064,907
Paper mills - pass through	3,309,421	3,418,810	3,414,048	3,266,194
Fixed Charge				
General customers	323,786	355,915	398,390	557,908
Paper mills - pass through	560,733	632,738	730,626	1,007,260
Operation and maintenance	952,520	721,862	1,010,500	1,010,500
Major maintenance projects	300,000	300,000	300,000	300,000
Sewer share of meter reading expenses	117,597	145,936	160,000	160,000
Capital replacement outlay	543,548	673,497	683,600	706,000
NEW Water annual debt service requirements	31,275	31,275	31,275	31,275
Current principal and interest payments	-	-	385,635	385,635
Future principal and interest payments	-	-	-	110,000
Total Expenses and Other Uses	8,015,869	8,301,290	9,034,476	9,599,679
Excess Revenues (Expenses)	\$ 32,177	\$ 311,776	\$ 155,760	\$ 134,514

**City of DePere Wastewater Utility
Calculation of Revenue Requirement and Proposed Rates - Treatment**

GENERAL CUSTOMERS

Costs to be recovered:

Treatment charges
Fixed portion allocated to variable
Less: Collection on receivable from NEW Water
Less: Recovery of administrative expenses
Totals

2017 Estimated	
Fixed	Variable
557,908	2,064,907
(44,000)	44,000
(160,485)	-
(50,400)	-
<u>\$ 303,023</u>	<u>\$ 2,108,907</u>

FIXED CHARGES - GENERAL CUSTOMERS

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,422	1.00	\$ 3.30	\$ 13.20	\$ 111,170
1"	136	2.50	8.25	33.00	4,488
1 1/2"	121	5.00	16.50	66.00	7,986
2"	82	8.00	26.40	105.60	8,659
3"	46	15.00	49.50	198.00	9,108
4"	22	45.00	148.50	594.00	13,068
	<u>8,829</u>				<u>\$ 154,480</u>

VARIABLE CHARGES - GENERAL CUSTOMERS

Metered Flow

Actual 2015	Projected 2016	Estimated 2017
-------------	----------------	----------------

Gallons Billed 500,526,200 502,500,000 503,750,000

Proposed Treatment Rate - General Customers

Proposed Rate per thousand	Metered Water Flow	Recovery of Costs
----------------------------	--------------------	-------------------

Variable Costs \$ 4.52 503,750,000 \$ 2,276,950

PAPER MILLS

Actual Expenses

Wastewater treatment charges
Paper Mills- variable charge \$ 3,309,421 \$ 3,418,810 \$ 3,414,048 \$ 3,266,194
Paper Mills- fixed charge \$ 632,738 \$ 730,626 \$ 1,007,260

Treatment Rates - Paper Mills

Variable treatment charges will be a direct pass-through from NEW Water
Fox River Fiber is included in the NEW Water budget as a separate customer. Fixed treatment charges of \$473,027 have been directly allocated to them. In addition \$534,233 of the fixed charge to the City has been allocated to the remaining paper mills.

Treatment Fixed Administrative Fee

Allocation of 10% of 2017 budgeted administrative costs - total \$504,840
Charged equally to three paper mills - rate of \$1,400 per month

Allocation of Costs

\$ 1,400

**City of DePere Wastewater Utility
Projected Expenses and Calculation of Revenue Requirement - Collection System**

PROJECTED EXPENSES AND OTHER USES

	Actual 2014	Actual 2015	Projected 2016	Projected 2017	Allocation of Expenses	
					Fixed	Variable
Operation and maintenance	\$ 1,252,520	\$ 1,021,862	\$ 1,310,500	\$ 1,310,500	\$ 400,000	\$ 910,500
Sewer share of meter reading expenses	117,597	145,936	160,000	160,000	94,000	66,000
Capital replacement outlay	543,548	673,497	683,600	706,000	250,000	456,000
NEW Water annual debt service requirements	31,275	31,275	31,275	31,275	31,275	-
Current principal and interest payments	-	-	-	385,635	385,635	-
Future principal and interest payments	-	-	385,635	110,000	110,000	-
Total Expenses and Other Uses	<u>\$ 1,944,940</u>	<u>\$ 1,872,570</u>	<u>\$ 2,571,010</u>	<u>\$ 2,703,410</u>	<u>\$ 1,270,910</u>	<u>\$ 1,432,500</u>

REVENUE REQUIREMENT- COLLECTION SYSTEM

Expenditures and Other Uses	
Recovered through fixed charges to general customers	\$ 1,270,910
Recovered through volume charges to all customers	<u>1,432,500</u>
Total Revenue Requirement - Collection System	<u><u>\$ 2,703,410</u></u>

City of DePere Wastewater Utility Proposed Rates - Fixed and Volume Charges - Collection System

FIXED CHARGES - GENERAL CUSTOMERS

	2017 Estimated
Costs to be recovered:	
Operation and maintenance - fixed portion	400,000
Sewer share of meter reading expenses	94,000
Capital replacement outlay	250,000
NEW Water annual debt service requirements	31,275
Current principal and interest payments	385,635
Future principal and interest payments	110,000
Total	<u>\$ 1,270,910</u>

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,422	1.00	\$ 28.00	\$ 112.00	\$ 943,264
1"	136	2.50	70.00	280.00	38,080
1 1/2"	121	5.00	140.00	560.00	67,760
2"	82	8.00	224.00	896.00	73,472
3"	46	15.00	420.00	1,680.00	77,280
4"	22	45.00	1,260.00	5,040.00	110,880
	<u>8,829</u>				<u>\$ 1,310,736</u>

DAILY MONITORING CHARGE - PAPER MILLS

Charges are a direct pass through from NEW Water - estimated at \$3,400 per month

VOLUME CHARGE- ALL CUSTOMERS

Costs to be Recovered	2017 Estimated
Operation and maintenance - variable portion	\$ 1,432,500
Less: Allocated to customers where calculated charges exceed 15% of revenue requirement	(136,600)
Additional deficit recovery charge	20,000
Net to be Recovered through Volume Charges	<u>\$ 1,315,900</u>

Gallons sold and wastewater flows

	2017 Estimated
General customers - water gallons sold	503,750,000
Paper Mills with < 15% (wastewater)	41,214,000
Total	<u>544,964,000</u>

Proposed Rates

	Proposed Rate	Billable Flows	Recovery of Costs
Variable Costs	\$ 2.415	544,964,000	\$ 1,316,088

**City of DePere Wastewater Utility
Proposed Rate Increase - General Customers Summary**

WASTEWATER RATES	Current Rates		Proposed Rates - 2017	
	Volume charge - treatment		Volume charge - treatment	
	Treatment	\$4.52/ thousand gallons	Treatment	\$4.52/ thousand gallons
	Treatment Fixed charge- quarterly		Treatment Fixed charge- quarterly	
	3/4"	\$ 3.30	3/4"	\$ 3.30
	1"	8.25	1"	8.25
	1 1/2"	16.50	1 1/2"	16.50
	2"	26.40	2"	26.40
	3"	49.50	3"	49.50
	4"	148.50	4"	148.50
	Volume charge - collection - quarterly		Volume charge - collection - quarterly	
	Collection	\$2.164/ thousand gallons	Collection	\$2.415/ thousand gallons
	Collection Fixed charge - quarterly		Collection Fixed charge - quarterly	
	3/4"	\$ 28.00	3/4"	\$ 28.00
	1"	70.00	1"	70.00
	1 1/2"	140.00	1 1/2"	140.00
	2"	224.00	2"	224.00
	3"	420.00	3"	420.00
	4"	1,260.00	4"	1,260.00

AVERAGE RESIDENTIAL BILL

	In thousand gallons	
	Per Year	Per Quarter
Average water use	60.00	15.00

	Current Rates		Proposed Rates - 2017		Quarterly Increase
	Per Year	Per Quarter	Per Year	Per Quarter	
Wastewater	\$ 526.24	\$ 131.56	\$ 541.30	\$ 135.33	\$ 3.76

SONOCO US MILLS

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	30,799	2,567
BOD (in pounds)	1,388,976	115,748
TSS (in pounds)	337,991	28,166
Phosphorus (in pounds)	324	27
TKN (in pounds)	7,673	639

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 767,319	\$ 63,943
Treatment fixed charges	143,669	11,972
Treatment fixed administrative fee	13,200	1,100
Collection	66,649	5,554
NEW Water daily monitoring charge	19,328	1,611
Total	<u>\$ 1,010,165</u>	<u>\$ 84,180</u>

	Proposed Rates - 2017		Monthly Increase
	Per Year	Per Month	
	\$ 734,309	\$ 61,192	\$ (2,751)
	203,342	16,945	4,973
	16,800	1,400	300
	74,380	6,198	644
	20,400	1,700	89
	<u>\$ 1,049,231</u>	<u>\$ 87,436</u>	<u>\$ 3,255</u>

EXPERA

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	398,514	33,210
BOD (in pounds)	1,853,310	154,443
TSS (in pounds)	415,924	34,660
Phosphorus (in pounds)	503	42
TKN (in pounds)	36,140	3,012

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 1,309,626	\$ 109,135
Treatment fixed charges	238,536	19,878
Treatment fixed administrative fee	13,200	1,100
Collection	136,600	11,383
NEW Water daily monitoring charge	19,328	1,611
Total	<u>\$ 1,717,290</u>	<u>\$ 143,107</u>

	Proposed Rates - 2017		Monthly Increase
	Per Year	Per Month	
	\$ 1,244,575	\$ 103,715	\$ (5,421)
	318,853	26,571	6,693
	16,800	1,400	300
	136,600	11,383	-
	20,400	1,700	89
	<u>\$ 1,737,228</u>	<u>\$ 144,769</u>	<u>\$ 1,662</u>

FOX RIVER FIBER

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	318,948	26,579
BOD (in pounds)	1,451,293	120,941
TSS (in pounds)	814,015	67,835
Phosphorus (in pounds)	27,635	2,303
TKN (in pounds)	196,163	16,347

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 1,273,407	\$ 106,117
Treatment fixed charges	344,757	28,730
Treatment fixed administrative fee	13,200	1,100
Collection	-	-
NEW Water daily monitoring charge	-	-
Total	<u>\$ 1,631,364</u>	<u>\$ 135,947</u>

	Proposed Rates - 2017		Monthly Increase
	Per Year	Per Month	
	\$ 1,211,642	\$ 100,970	\$ (5,147)
	473,027	39,419	10,689
	16,800	1,400	300
	-	-	-
	-	-	-
	<u>\$ 1,701,469</u>	<u>\$ 141,789</u>	<u>\$ 5,842</u>

S C Acquisition

Average units

	Per Year	Per Month
Flow (in thousand gallons)	15,624	1,302
BOD (in pounds)	37,860	3,155
TSS (in pounds)	41,700	3,475
Phosphorus (in pounds)	96	8
TKN (in pounds)	348	29

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 46,204	\$ 3,850
Treatment fixed charges	3,664	305
Treatment fixed administrative fee	-	-
Collection	33,810	2,818
NEW Water daily monitoring charge	4,968	414
Total	<u>\$ 88,646</u>	<u>\$ 7,387</u>

Proposed Rates - 2017		Monthly Increase
Per Year	Per Month	
\$ 42,743	\$ 3,562	\$ (288)
12,038	1,003	698
-	-	-
37,732	3,144	327
5,000	417	3
<u>\$ 97,513</u>	<u>\$ 8,126</u>	<u>\$ 739</u>

DRAFT

City of DePere Wastewater Utility Proposed Rate Increase - Paper Mill Summary

COLLECTION RATES

Current Rates

Volume charge- collection- monthly

Collection \$2.164/ thousand gallons

Up to a maximum of 15% of Collection System Expenses
allocated to the Flow Rate - for 2016: \$136,600

NEW Water Daily Monitoring Charge - monthly

Direct pass-through from NEW Water \$2,400 per month estimate

Proposed Rates - 2017

Volume charge- collection- monthly

Collection \$2.415/ thousand gallons

Up to a maximum of 15% of Collection System Expenses
allocated to the Flow Rate - for 2017: \$136,600

NEW Water Daily Monitoring Charge - monthly

Direct pass-through from NEW Water \$3,400 per month estimate

TREATMENT RATES

City of DePere - Fixed Treatment Administrative Fee

Administrative fee \$1,100 per month

City of DePere - Fixed Treatment Administrative Fee

\$1,400 per month

NEW Water unit charges - pass through

Variable rates

Flow	\$0.79357/ thousand gallons
BOD	\$0.43068/ pound
TSS	\$0.41292/ pound
Phosphorus	\$0.60597/ pound
TKN	\$0.64043/ pound

NEW Water unit charges - pass through

Flow	\$0.72126/ thousand gallons
BOD	\$0.41913/ pound
TSS	\$0.36651/ pound
Phosphorus	\$0.58901/ pound
TKN	\$0.76448/ pound

NEW Water fixed charge - pass through

Fixed rates

Allocated to Paper Mills based upon actual units each month

\$	385,869
----	---------

NEW Water fixed charge - pass through

Allocated to Paper Mills (not including Fox River Fiber) based upon actual units each month

\$	534,233
----	---------

City of DePere
Summary of Proposed Wastewater Rates - 2017

DRAFT

Collection Fixed Charges

General Customers	
Meter Size	Quarterly Rate
.75 Inch	\$ 28.00
1 Inch	\$ 70.00
1.5 Inch	\$ 140.00
2 Inch	\$ 224.00
3 Inch	\$ 420.00
4 Inch	\$ 1,260.00

Paper Mills

Daily monitoring charges are a direct pass through from NEW Water
estimated at \$3,400 per month

Collection Volume Charge - All Customers

\$ 2.415 per 1,000 gallons

Note: Paper Mills volume charge is up to a maximum of 15% of Collection System Expenses allocated to
the Flow Rate - for 2017: \$136,600

Treatment Fixed Charges

General Customers	
Meter Size	Quarterly Rate
3/4 Inch	\$ 3.30
1 Inch	\$ 8.25
1.5 Inch	\$ 16.50
2 Inch	\$ 26.40
3 Inch	\$ 49.50
4 Inch	\$ 148.50

Paper Mills

Monthly Administrative Fee \$ 1,400

Annual Fixed Charge \$ 534,233

*The annual fixed charge will be allocated to the paper mills (not including Fox River Fiber) on a monthly
basis based upon actual units each month*

Treatment Variable Charges

General Customers

\$ 4.52 per 1,000 gallons

Paper Mills- direct pass through from NEW Water

Flow	\$0.72126/ thousand gallons
BOD	\$0.41913/ pound
TSS	\$0.36651/ pound
Phosphorus	\$0.58901/ pound
TKN	\$0.76448/ pound

Attachment: 2017 Wastewater Study Summary-Draft120916 (5370 : Resolution #16-124, Revising Sewer Service Rates (December 2016).)

**City of DePere
Analysis of Collection Volume Charge with Additional Surcharge Amounts**

Collection Volume Charge- All Customers

Incremental revenue generated		Volume Charge		% increase in total charges to general customers
\$	-	\$	2.415 per 1,000 gallons	2.86%
\$	50,000.00	\$	2.507 per 1,000 gallons	3.91%
\$	100,000.00	\$	2.598 per 1,000 gallons	4.95%
\$	150,000.00	\$	2.690 per 1,000 gallons	6.00%
\$	200,000.00	\$	2.782 per 1,000 gallons	7.05%
\$	250,000.00	\$	2.874 per 1,000 gallons	8.09%

2017 Adopted Budget December 7, 2016

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 Budget - Adopted - December 7, 2016
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Summary of Revenues and Expenses Legends

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 Budget - Adopted - December 7, 2016
DATES AND EVENTS

Wednesday, July 27, 2016	First Discussion of 2017 Budget with Commission
Wednesday, August 24, 2016	2017 Budget First Budget Workshop
Friday, September 9, 2016	2017 Budget Meeting with Customers
Thursday, September 29, 2016	2017 Tax Abatement Schedule and Second Budget Workshop
September & October 2016	Elected Officials Board Meetings
Wednesday, December 7, 2016	2017 Budget Public Hearing and Adoption
Thursday, December 8, 2016	2017 Adopted Budget Distributed to Customers

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016

Municipal Rate Comparison

Parameter	2016 COS Rate (FRF Adjusted)	2017 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.79357	\$0.72126
Biochemical Oxygen Demand (LBS)	\$0.43068	\$0.41913
Suspended Solids (LBS)	\$0.41292	\$0.36651
Phosphorus (LBS)	\$0.60597	\$0.58901
Total Kjeldahl Nitrogen (LBS)	\$0.64043	\$0.76448
Fixed Charge	\$0.54580	\$0.78834
Total Combined Rate (1,000 GALS)	\$3.07421	\$3.19780

Procter & Gamble Rate Comparison

Parameter	2016 COS Rate (FRF Adjusted)	2017 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.53420	\$0.58553
Biochemical Oxygen Demand (LBS)	\$0.25789	\$0.26840
Suspended Solids (LBS)	\$0.18371	\$0.20301
Phosphorus (LBS)	\$0.38906	\$0.43617
Total Kjeldahl Nitrogen (LBS)	\$0.49819	\$0.64142

Fox River Fiber Rate Comparison - Excluding Fixed Charge

Parameter	2016 COS Rate (FRF Adjusted)	2017 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.63165	\$0.53436
Biochemical Oxygen Demand (LBS)	\$0.41777	\$0.40685
Suspended Solids (LBS)	\$0.40379	\$0.35735
Phosphorus (LBS)	\$0.58647	\$0.56875
Total Kjeldahl Nitrogen (LBS)	\$0.61550	\$0.73482

Note: The Fixed Charge to be billed by City of De Pere.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Summary of Revenues and Expenses

	2015 Budget	2015 Actual	2016 Budget	% of Overall Expenses	Projected 2016 Year-End	2017 Budget Preliminary	% of Overall Expenses	2017 Budget Favorable/ (Unfavorable) Variance	% Variance
Revenues									
Municipal User Fees	\$ 29,636,171	\$ 33,255,295	\$ 32,499,871	85.4%	\$ 33,768,234	\$ 33,599,315	85.9%	\$ 1,099,444	3.4%
Mill User Fees	1,275,465	1,149,432	1,268,082	3.3%	1,214,723	1,360,778	3.5%	92,696	7.3%
Mill Direct Charges	110,782	91,660	110,809	0.3%	151,080	233,462	0.6%	122,653	110.7%
Mill Capital Charges	945,617	945,617	1,232,508	3.2%	1,232,508	1,044,650	2.7%	(187,859)	-15.2%
General Reserve Interest	4,303	3,091	4,447	0.0%	17,921	4,682	0.0%	234	5.3%
Other Revenues	353,737	479,165	844,152	2.2%	871,041	769,457	2.0%	(74,695)	-8.8%
	\$ 32,326,076	\$ 35,924,260	\$ 35,959,870	94.5%	\$ 37,255,507	\$ 37,012,344	94.6%	\$ 1,052,474	2.9%
DEBT and ICR Reserve Transfers	\$ 3,000,710	\$ 3,000,710	\$ 2,107,863	5.5%	\$ 2,107,863	\$ 2,095,257	5.4%	(12,606.22)	-0.6%
General Fund Transfers	-	(4,281,907)	-	-	(2,419,354)	-	-	-	0.0%
	\$ 3,000,710	\$ (1,281,197)	\$ 2,107,862	5.5%	\$ (311,491)	\$ 2,095,257	5.36%	\$ (12,606)	-0.6%
Total Revenues	\$ 35,326,785	\$ 34,643,063	\$ 38,067,732	100.0%	\$ 36,944,017	\$ 39,107,601	100.0%	\$ 1,039,868	2.7%
Expenses									
Salaries & Benefits	\$ 9,630,415	\$ 9,565,426	\$ 9,739,319	25.6%	\$ 9,656,426	\$ 10,236,902	26.2%	\$ (497,584)	-5.1%
Power	2,310,982	2,342,773	2,396,434	6.3%	2,336,381	2,409,473	6.2%	(13,039)	-0.5%
Contracted Services	1,783,677	1,583,811	2,372,322	6.2%	2,230,612	2,788,143	7.1%	(415,821)	-17.5%
Maintenance & Repairs	1,542,043	1,721,302	1,580,896	4.2%	1,532,967	1,582,415	4.0%	(1,519)	-0.1%
Chemicals	587,696	472,627	564,123	1.5%	525,546	548,890	1.4%	15,233	2.7%
Natural Gas & Fuel Oil	1,229,821	1,064,849	1,079,183	2.8%	932,894	961,931	2.5%	117,252	10.9%
Solid Waste Disposal	273,702	169,058	256,315	0.7%	168,846	211,325	0.5%	44,990	17.6%
Interceptor System (1)	578,512	514,338	514,560	1.4%	424,375	652,855	1.7%	(138,295)	-26.9%
Office & Administrative	358,743	418,120	476,555	1.3%	542,501	529,641	1.4%	(53,086)	-11.1%
Insurance	208,271	200,410	202,995	0.5%	225,666	237,593	0.6%	(34,598)	-17.0%
Supplies	160,128	159,787	130,626	0.3%	184,603	149,838	0.4%	(19,212)	-14.7%
Employee Training & Development	123,913	108,644	123,078	0.3%	115,815	152,673	0.4%	(29,595)	-24.0%
Travel and Meetings	71,635	60,753	71,343	0.2%	65,768	80,868	0.2%	(9,525)	-13.4%
DNR Environmental Fees	155,000	142,737	145,000	0.4%	143,118	146,000	0.4%	(1,000)	-0.7%
Total O & M Expenses	\$ 19,014,538	\$ 18,524,635	\$ 19,652,749	51.6%	\$ 19,085,518	\$ 20,688,547	52.9%	\$ (1,035,798)	-5.3%
Debt Service (2)	\$ 12,751,248	\$ 12,751,248	\$ 10,993,983	28.9%	\$ 10,993,983	\$ 16,457,706	42.1%	\$ (5,463,723)	-49.7%
Annual Capital	2,132,851	1,939,032	1,971,000	5.2%	1,414,515	1,961,348	5.0%	9,652	0.5%
R2E2 Construction (Rate Stabilization)	1,428,148	1,428,148	5,450,000	14.3%	5,450,000	-	0.0%	5,450,000	100.0%
Total Debt Service, Annual Capital & Rate Stabilization	\$ 16,312,247	\$ 16,118,428	\$ 18,414,983	48.4%	\$ 17,858,498	\$ 18,419,054	47.1%	\$ (4,071)	0.0%
Total Expenses	\$ 35,326,785	\$ 34,643,063	\$ 38,067,732	100.0%	\$ 36,944,017	\$ 39,107,601	100.0%	\$ (1,039,868)	-2.7%

Notes:

- (1) Interceptor System includes all expenses related to Interceptors, Meter and Lift Stations, including chemicals, power, phones, pretreatment program, and water.
 (2) Debt Service for 2017 reflects collection and payments for 2018 Debt Payments.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Flow and Load Projections - with FRF Adjustment

	1,000 gal	VOLUME		BOD		TSS		PHOS		TKN		45.0% Fixed Charge	Amount	Total Amount
	Gallons	Total	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Allocation		
City of Green Bay	4,900,000	4,900,000	\$3,534,923	7,462,553	\$3,128,071	6,387,741	\$2,341,261	179,512	\$105,751	1,412,324	\$1,079,867	41.91%	\$3,473,535	\$13,663,407
City of De Pere	1,268,000	1,268,000	\$914,751	4,325,064	\$1,812,933	2,429,880	\$890,610	31,812	\$18,741	304,704	\$232,978	13.18%	\$1,092,141	\$4,962,153
Fox River Fiber	340,000	340,000	\$181,682	1,134,240	\$461,468	809,916	\$289,424	31,192	\$17,740	221,118	\$162,482	5.71%	\$473,027	\$1,585,824
Village of Allouez	738,000	738,000	\$532,403	775,272	\$324,970	1,104,089	\$404,675	22,644	\$13,340	159,378	\$121,861	5.54%	\$459,013	\$1,856,262
Village of Ashwaubenon	1,437,000	1,437,000	\$1,036,670	2,104,796	\$882,265	2,493,266	\$913,842	50,268	\$29,613	276,255	\$211,225	11.89%	\$985,876	\$4,059,492
Village of Bellevue	642,500	642,500	\$463,508	808,864	\$339,051	895,512	\$328,227	22,222	\$13,091	164,956	\$126,126	5.18%	\$429,624	\$1,699,626
Village of Hobart	150,000	150,000	\$108,212	232,997	\$97,665	289,497	\$106,108	6,194	\$3,649	45,977	\$35,154	1.45%	\$119,934	\$470,722
Village of Howard	875,000	875,000	\$631,236	749,956	\$314,358	1,724,088	\$631,920	23,066	\$13,588	248,468	\$189,979	7.06%	\$584,971	\$2,366,053
Village of Luxemburg	165,000	165,000	\$119,033	41,295	\$17,310	42,592	\$15,611	2,612	\$1,539	13,188	\$10,084	0.60%	\$49,550	\$213,126
Village of Pufaski	192,500	192,500	\$138,872	58,507	\$24,524	90,280	\$33,090	8,407	\$4,953	39,018	\$29,833	1.17%	\$97,145	\$328,416
Village of Suamico	195,000	195,000	\$140,676	395,204	\$165,657	453,134	\$166,083	10,593	\$6,240	62,972	\$48,149	2.21%	\$183,446	\$710,252
Town of Lodgeview Sanitary District #2	182,500	182,500	\$131,658	226,508	\$94,945	262,100	\$96,066	6,186	\$3,644	43,770	\$33,467	1.45%	\$120,301	\$480,081
Town of Lawrence - Utility District	95,000	95,000	\$68,534	173,058	\$72,541	247,637	\$90,765	5,168	\$3,044	39,317	\$30,062	1.14%	\$94,858	\$359,804
Pittsfield Sanitary District	12,390	12,390	\$8,938	15,204	\$6,373	25,212	\$9,241	480	\$283	3,852	\$2,945	0.12%	\$9,571	\$37,351
Town of Scott Sanitary District #1	56,600	56,600	\$40,832	69,480	\$29,124	115,200	\$42,224	2,208	\$1,301	17,604	\$13,460	0.53%	\$43,793	\$170,733
Dyckesville Sanitary District	29,000	29,000	\$20,921	34,320	\$14,386	56,904	\$20,857	1,092	\$643	8,700	\$6,652	0.26%	\$21,792	\$85,251
New Franken Sanitary District	14,369	14,369	\$10,366	17,640	\$7,394	29,244	\$10,719	564	\$332	4,464	\$3,413	0.13%	\$11,129	\$43,353
Royal Scott Sanitary District	28,500	28,500	\$20,560	32,424	\$13,591	53,748	\$19,700	1,032	\$608	8,220	\$6,285	0.25%	\$20,749	\$81,494
Bayshore Sanitary District	23,250	23,250	\$16,773	28,824	\$12,082	47,796	\$17,518	912	\$537	7,308	\$5,588	0.22%	\$18,121	\$70,619
Hauled Waste	28,100	28,100	\$37,889	270,162	\$136,357	370,169	\$141,443	6,112	\$4,001	43,112	\$35,607	0.00%	\$0	\$355,297
Total Municipal	11,372,709	11,372,709	\$8,158,437	18,956,368	\$7,955,065	17,928,005	\$6,569,383	412,276	\$242,639	3,124,705	\$2,385,217	100%	\$8,288,574	\$33,599,315
Procter & Gumble	1,500,000	1,500,000	\$878,293	450,000	\$120,779	1,650,000	\$334,959	2,500	\$1,090	40,000	\$25,657	0.00%	\$0	\$1,360,778
Total Mill	1,500,000	1,500,000	\$878,293	450,000	\$120,779	1,650,000	\$334,959	2,500	\$1,090	40,000	\$25,657	0%	\$0	\$1,360,778
Grand Total														
Units	12,872,709	12,872,709		19,406,368		19,578,005		414,776		3,164,705				
Costs			\$9,036,730		\$8,075,845		\$6,904,342		\$243,729		\$2,410,873	0%	\$8,288,574	\$34,960,093

Attachment: NEW Budget (5370 : Resolution #16-124, Revising Sewer Service Rates (December 2016).)

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
User Fees by Source

	2017 Budget	2016 Budget	2015 Actual	2014 Actual	2013 Actual
City of Green Bay	\$13,663,407	\$12,476,590	\$12,487,909	\$11,665,027	\$9,302,442
City of De Pere	4,962,153	5,023,184	4,977,851	5,936,369	6,337,668
Fox River Fiber *	1,585,824	1,695,629	1,391,549	N/A	N/A
Village of Allouez	1,856,262	1,876,680	1,707,690	1,680,020	1,485,641
Village of Ashwaubenon	4,059,492	4,107,133	3,739,334	3,550,124	3,167,739
Village of Bellevue	1,699,626	1,727,240	1,637,450	1,508,969	1,406,755
Village of Hobart	470,722	349,325	383,540	317,342	263,565
Village of Howard	2,366,053	2,177,647	1,992,062	1,953,137	1,571,810
Village of Luxemburg	213,126	155,329	159,572	202,835	118,683
Village of Pulaski	328,416	293,432	281,687	299,117	241,253
Village of Suamico	710,252	746,367	668,187	641,215	550,497
Town of Ledgeview Sanitary District #2	480,081	584,626	565,832	522,144	511,793
Town of Lawrence - Utility District	359,804	330,289	311,614	295,328	232,075
Pittsfield Sanitary District	37,351	38,741	39,288	35,568	31,338
Town of Scott Sanitary District #1	170,733	193,512	181,977	198,283	173,984
Dyckesville Sanitary District	85,251	82,451	67,928	69,362	56,679
New Franken Sanitary District	43,353	45,240	46,422	43,026	38,355
Royal Scott Sanitary District	81,494	83,346	75,002	89,538	70,969
Bayshore Sanitary District	70,619	68,115	54,530	58,437	45,661
Hauled Waste **	355,297	444,995	2,485,872	1,970,099	875,578
Total Municipal	\$33,599,315	\$32,499,871	\$33,255,295	\$31,035,940	\$26,482,485
Procter & Gamble	1,360,778	1,268,082	1,149,433	1,249,018	1,084,461
Total Mill	\$1,360,778	\$1,268,082	\$1,149,433	\$1,249,018	\$1,084,461
Total User Fees	\$34,960,093	\$33,767,953	\$34,404,729	\$32,284,958	\$27,566,946

* Fox River Fiber Units and Cost were included in 2014 Budget and prior with City of De Pere.

** Hauled Waste for 2013, 2014, & 2015 was significantly higher due to a special projects with the Three Cheese Facilities.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Municipal Cost of Service

	<u>Total</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units (2)		11,344,609	18,686,206	17,557,836	406,164	3,081,593	11,344,609
Cost of Service							
Municipal							
Operating Cost	\$18,025,325	\$7,296,024	\$5,013,320	\$3,562,983	\$177,066	\$1,975,931	\$0
Pretreatment Cost Allocation	276,346	0	135,824	90,627	5,954	43,942	0
Capital Cost (2)	4,797,334	782,876	658,310	422,936	12,321	259,900	2,660,990
Solids Project	10,145,623	41,804	2,011,453	2,351,547	43,306	69,928	5,627,584
Total Cost	\$33,244,628	\$8,120,705	\$7,818,908	\$6,428,094	\$238,647	\$2,349,701	\$8,288,574
Unit Operating Cost		\$0.64313	\$0.27556	\$0.20809	\$0.45060	\$0.65546	\$0.00000
Unit Capital Cost		\$0.07269	\$0.14287	\$0.15802	\$0.13696	\$0.10703	\$0.78834
Unit Combined Cost (1)	\$3.18954	\$0.71582	\$0.41843	\$0.36611	\$0.58756	\$0.76250	\$0.78834
Fox River Fiber (FRF) Adjustment (3)	\$0.00826	\$0.00544	\$0.00070	\$0.00040	\$0.00144	\$0.00199	\$0.00000
Adjusted Unit Combined Cost	\$3.19780	\$0.72126	\$0.41913	\$0.36651	\$0.58901	\$0.76448	\$0.78834

(1) Combined rate based on a standard parts/million.

(2) Excludes Hauled Waste flows and loads.

(3) FRF Adjustment removes interceptor costs.

	<u>UNIT COMBINED COST (1)</u>	<u>VOLUME</u>	<u>BOD</u>	<u>SS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
BUDGET RATE HISTORY							
2016	\$3.07421	\$0.79357	\$0.43068	\$0.41292	\$0.60597	\$0.64043	\$0.54580
2015	\$2.89731	\$0.80448	\$0.39331	\$0.34822	\$0.56768	\$0.65358	\$0.52659
2014	\$2.63618	\$0.76333	\$0.33466	\$0.29867	\$0.62124	\$0.68741	\$0.46763
2013	\$2.34449	\$0.85682	\$0.30901	\$0.34795	\$0.62393	\$0.78995	0

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Hauled Waste Cost of Service

	<u>Total</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		28,100	270,162	370,169	6,112	43,112	0
Cost of Service							
Operating Cost	\$196,048	\$18,072	\$72,511	\$75,146	\$2,666	\$27,653	\$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	50,930	18,664	15,694	10,083	294	6,196	0
Solids Project	107,709	997	47,953	56,060	1,032	1,667	0
Direct Charges	0	0	0	0	0	0	0
FRF Adjustment	610	157	199	153	9	91	0
Total Cost	\$355,297	\$37,889	\$136,357	\$141,443	\$4,001	\$35,607	\$0

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Procter & Gamble Cost of Service

<u>Unit Value</u>	<u>Total</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Capital Charge</u>
Units		1,000 gal	pounds	pounds	pounds	pounds	N/A
		1,500,000	450,000	1,650,000	2,500	40,000	1,500,000
Cost of Service							
Operating Cost	\$1,360,778	\$878,293	\$120,779	\$334,959	\$1,090	\$25,657	\$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	249,802	0	0	0	0	0	249,802
Solids Project	794,848	0	0	0	0	0	794,848
Direct Charges	136,856	0	0	0	0	0	0
Total Cost	\$2,542,284	\$878,293	\$120,779	\$334,959	\$1,090	\$25,657	\$1,044,650
Unit Cost		\$0.58553	\$0.26840	\$0.20301	\$0.43617	\$0.64142	\$0.00000

BUDGET RATE HISTORY	VOLUME	BOD	SS	PHOS	TKN
2016	\$0.05342	\$0.25789	\$0.18371	\$0.38906	\$0.49819
2015	\$0.52549	\$0.26270	\$0.19420	\$0.40750	\$0.50956
2014	\$0.51836	\$0.24896	\$0.19362	\$0.50636	\$0.56970
2013	\$0.50944	\$0.20116	\$0.19775	\$0.44714	\$0.57453

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Fox River Fiber Cost of Service

	<u>Total</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		340,000	1,134,240	809,916	31,192	221,118	-
Total Municipal Units		11,344,609	18,686,206	17,557,836	406,164	3,081,593	-
Cost of Service							
Operating Cost	\$ 842,703	\$ 218,663	\$ 304,305	\$ 164,355	\$ 13,598	\$ 141,782	\$ -
Pretreatment Cost Allocation	16,035	-	8,244	4,180	457	3,153	-
Capital Cost	815,717	24,716	162,053	127,983	4,272	23,667	473,027
Solids Project	-	-	-	-	-	-	-
Subtotal Cost of Service	\$ 1,674,455	\$ 243,379	\$ 474,602	\$ 296,518	\$ 18,327	\$ 168,601	\$ 473,027
Direct Charges	96,606	-	-	-	-	-	-
Less FRF Adjustment	(88,631)	(61,697)	(13,134)	(7,094)	(587)	(6,119)	-
Total Cost	\$ 1,682,431	\$ 181,682	\$ 461,468	\$ 289,424	\$ 17,740	\$ 162,482	\$ 473,027
Unit Cost (New for 2015)		\$0.71582	\$0.41843	\$0.36611	\$0.58756	\$0.76250	\$0.05707
FRF Adjustment		(0.1815)	(0.0116)	(0.0088)	(0.0188)	(0.0277)	0.0000
Unit Cost (with FRF Adjustment)		\$0.53436	\$0.40685	\$0.35735	\$0.56875	\$0.73482	\$0.05707

BUDGET RATE HISTORY	VOLUME	BOD	SS	PHOS	TKN	Fixed Charge
2016	\$0.63165	\$0.41777	\$0.40379	\$0.58647	\$0.61550	\$0.60376
2015	\$0.59821	\$0.38082	\$0.33967	\$0.55008	\$0.63145	\$0.52659

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 Budget - Adopted - December 7, 2016
Allocation of Capital and Debt Service Costs (1)

	Allocations		
	FY2017	Municipal	Procter & Gamble (1)
Debt Service			
Debt Service - Municipal Only			
Clean Water Fund Loans			
4198-12 West Fox River Interceptor	\$142,871	\$142,871	\$0
4198-16 East River Lift Station	132,486	132,486	0
4198-18 Scott Bayshore Interceptor	45,770	45,770	0
4198-21 East Tower Drive Interceptor	182,911	182,911	0
4345-06 De Pere Ashwaubenon Creek Interceptor	217,421	217,421	0
4198-29 Phase Two Interceptor Rehabilitation	216,305	216,305	0
4198-45 De Pere Facility East Service Area Interceptor Rehabilitation	186,914	186,914	0
Dutchman Creek Interceptor Upgrade & Scott Bayshore Interceptor Rehabilitation (2014 New) *	(0)	(0)	0
Bayview Interceptor Replacement (2017 New) Funded by ICR Reserves	0	0	0
Charles Street Interceptor Upsizing (2017 New)	113,936	113,936	0
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	\$519,065	\$519,065	0
Total Debt Service - Municipal Only (2)	\$1,757,679	\$1,757,679	\$0
Debt Service - Common to All			
Clean Water Fund Loans			
4198-02 Bar Screen Replacement	\$100,755	\$94,210	\$6,545
4198-09 Service Water System	64,740	60,535	4,206
4198-15 Treated Cooling Water System - Metro Header	182,713	170,844	11,869
4198-24 Electrical Generation Facility	208,366	194,830	13,535
4198-25 RAS/WAS Improvements	663,351	620,260	43,091
4198-27 Solids Process Improvement	352,687	329,776	22,911
4198-32 GBF: Administration & Maintenance Building HVAC Replacement	206,524	193,108	13,416
4198-35 Combined Treatment Facilities Projects	300,869	281,324	19,544
4198-37 Consolidation/Conveyance Project	881,598	824,329	57,269
4198-44 R2E2 Solids Management (2014 New)	986,976	915,974	71,002
4198-48 DPF: UV Disinfection System Upgrade *	271,158	253,544	17,614
4345-04 De Pere Facility	257,841	241,092	16,749
4198-99 Green Bay Facility Solids Management Plan Construction (R2E2) (2015 New) *	8,782,637	8,150,824	631,813
4198-52 GBF: Disinfection System Upgrade (2015 New) *	0	0	0
DPF: Primary Substation & Emergency Generator (2017 New) ****	108,187	100,404	7,783
DPF: Blower Replacement Project (2016 New)****	0	0	0
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	302,891	281,101	21,790
Promissory Note to City of De Pere	160,485	150,060	11,545
Green Bay Facility Solids Management Plan - Design	868,250	805,789	62,461
Total Debt Service - Common to All (2)	\$14,700,027	\$13,668,003	\$1,033,143
OFFSETS TO DEBT SERVICE PAYMENTS			
Georgia-Pacific - Capital Payment	(\$451,514)	(451,514)	0
4198-45 De Pere Eastside Interceptor Rehabilitation	(120,071)	(120,071)	0
4198-29 City of De Pere Rehabilitation Interceptor Ashwaubenon Creek Payment	(53,472)	(53,472)	0
Less Debt Payments Funded from ICR Reserve **	(651,753)	(651,753)	0
City of Green Bay Interceptors Payment	(596,928)	(596,928)	0
Town of Lawrence Interceptors Payment (9th Street Seg 5 Ext., Ashw. Creek 2,3,4,6,7 and Ashw. Interceptor 2,3 & 4)	(197,077)	(197,077)	0
New Franken Sanitary District Interceptor Payment	(21,621)	(21,621)	0
Royal Scott Sanitary District #1 Interceptor Payment	(2,822)	(2,822)	0
Total Debt Service Offsets	(\$2,095,257)	(\$2,095,257)	\$0
TOTAL DEBT SERVICE	\$14,362,449	\$13,330,426	\$1,033,143
ANNUAL CAPITAL OUTLAY			
Regular			
2017 Requests - Allocated to All	\$1,611,348	\$1,611,348	\$0
2017 Requests - Allocated to Municipal from Rate Stabilization Reserve Offset	0	0	0
2017 Requests - Allocated to Municipal Only	350,000	327,264	22,736
Solids	0	0	0
2017 Requests - Transfer to R2E2 Rate Stabilization Reserves	0	0	0
TOTAL ANNUAL CAPITAL OUTLAY	\$1,961,348	\$1,938,612	\$22,736
TOTAL ANNUAL CAPITAL AND DEBT SERVICE	\$16,323,797	\$15,269,038	\$1,055,880
REVENUES AND TRANSFERS			
Interest Income	(\$4,682)	(\$4,682)	\$0
Hauled Waste Truck Fees	(\$37,050)	(\$34,643)	(\$2,407)
Miscellaneous Revenue - O & M	\$0	\$0	\$0
Miscellaneous Revenue - Capital ***	(\$135,820)	(\$126,997)	(\$8,823)
Transfer From Rate Stabilization Fund	\$0	\$0	\$0
Using/(Building) Rate Reserves	(\$0)	(\$0)	\$0
Total Non-Rate Revenues (Capital-Related)	(\$177,552)	(\$166,322)	(\$11,230)
Net Annual Capital and Debt Service	\$16,146,245	\$15,102,715	\$1,044,650

- (1) Based on Revised Cost of Service Allocations from Camp Dresser & McKee Inc. June 2016 (Table 5). Debt Collection is for 2017 debt service payments.
 (2) Total Debt Collected in 2017 Budget for 2018 Debt payments. Metropolitan Sewerage Districts are permitted to abate taxation by having sufficient funds available in its designated debt service fund to pay those debt obligations for the following year.

Metropolitan Sewerage Districts Subchapter 1200.13(2),(5) permits Sewerage Districts to levy a tax upon property for its performance of duties.

* Note: 2016 and 2017 Payments for Debt Service over collected for these projects due to timing on submitting loan.

** Note: Less Debt Payments funded from ICR Reserve (excluding debt payments of 2014 Budget new loans and forward).

*** Note: Miscellaneous Revenues are from Sampling & Lab Analysis from De Pere, Village of Ashwaubenon, Village of Hobart, Village of Suamico, Yacht Club, West Shore Pipeline, and ICR Leases.

**** DPF: Blower Replacement Project (2016 NEW) was determined not to be needed at this time and a much less costly equipment upgrade was pursued.

The 2016 Budget debt service collection of \$237,255 will fund equipment upgrade of \$46K, annual capital for DPF: Process Blowers - HST Upgrades of \$100K and remaining collected debt service will offset 2017 Budget debt service collection for the DPF: Primary Substation & Emergency Generator project.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Summary of Debt Service Schedule

Issue	Description	Original Amount	2017 Budget for 2018 Debt Payments	Loan Date	Last Payment
4198-15	Treated Cooling Water System - Metro Header	\$2,737,735	\$182,713	4/14/1999	May 2018
4198-16	East River Lift Station	1,924,428	132,486	10/25/2000	May 2020
4198-12	West Fox River Interceptor	2,159,850	142,871	10/25/2000	May 2020
4345-06	De Pere Ashwaubenon Creek Interceptor	3,222,103	217,421	12/31/2007	May 2020
4198-09	Service Water System	946,212	64,740	7/11/2001	May 2021
4198-02	Bar Screens Replacement	1,490,715	100,755	7/11/2001	May 2021
4198-18	Scott Bayshore Interceptor	695,592	45,770	2/27/2002	May 2021
4345-04	De Pere Facility	3,881,879	257,841	12/31/2007	May 2021
4198-27	Solids Process Improvement	5,347,693	352,687	12/8/2004	May 2024
4198-21	East Tower Drive Interceptor	2,761,526	182,911	4/13/2005	May 2024
Dec. 2007	Promissory Note to City of De Pere	2,000,000	160,485	12/28/2007	Dec 2027
Sept. 2008	2008 General Obligation - Sewerage System Improvement Bond	10,000,000	821,956	9/15/2008	May 2028
4198-25	RAS/WAS Improvements	10,460,782	663,351	3/11/2009	May 2028
4198-35	Combined Treatment Facilities Projects	4,211,341	300,869	12/9/2009	May 2029
4198-37	Consolidation/Conveyance Project	12,821,922	881,598	12/9/2009	May 2029
4198-29	Phase Two Interceptor Rehabilitation	3,421,382	216,305	11/10/2010	May 2030
4198-24	Electrical Generator Project	3,246,148	208,366	12/22/2010	May 2030
4198-32	GBF: Administration & Maintenance Building HVAC Replacement	3,133,312	206,524	4/10/2013	May 2032
4198-45	De Pere Facility East Service Area Interceptor Rehabilitation	3,146,593	186,914	12/12/2012	May 2032
4198-48	DPF: Disinfection System Upgrade (2013 New)	4,272,020	271,158	1/8/2014	May 2033
4198-44	Green Bay Facility Solids Management Plan Construction (R2E2) (2014 New) *	15,206,000	986,976	8/13/2014	May 2034
4198-52	GBF: Disinfection System Upgrade (2015 New) **	1,850,000	-	12/23/2015	May 2035
4198-99	Green Bay Facility Solids Management Plan Construction (R2E2) (2015 New) *	130,380,511	8,782,637	10/14/2015	May 2035
July 2013	General Obligation Bond Green Bay Facility Solids Management Plan - Design (R2E2) *	20,000,000	868,250	8/20/2013	May 2038
Total Existing Debt		\$250,207,779	\$16,235,583		
(New)	Dutchman Creek Interceptor Upgrade & Scott Bayshore Interceptor Rehabilitation (2014 New) **	\$3,500,000	\$0	7/1/2017	May 2037
(New)	Charles Street Interceptor Upsizing (2017 New)	1,680,000	113,936	1/1/2018	May 2038
(New)	DPF: Primary Substation & Emergency Generator (2017 New) **	3,480,000	108,187	3/1/2018	May 2038
Total New Debt		\$8,660,000	\$222,123		
Grand Total with New Debt		\$258,867,779	\$16,457,706		
			\$ 10,637,863		

Notes: * Solids Management - R2E2 Project Loans.

** Over collected debt payment from prior years due to timing of project expenditure projection.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Annual Capital

Item Description	Common to All - Municipal Only	Amount
Business Services		
<u>Information Technology</u>		
GBF: Campus Paging System	Common to All	\$ 125,000
Total Business Services		\$ 125,000
Operations		
<u>Maintenance</u>		
GBF: Replace MCC - Center Mechanical MCC-B2, -B2A, -B2B	Common to All	\$ 616,000
GBF: Replace MCC - Administration Building ADP-1, -2; MCC-A1, -A2	Common to All	308,000
GBF: Aeration Basin Access Ladders	Common to All	110,000
DPF: Process Air Blowers - HST Upgrades *	Common to All	-
GBF: Tunnel Lighting Upgrades	Common to All	248,000
Total Operations		\$ 1,282,000
Technical Services		
<u>Engineering</u>		
MS 6, 8, & 9 Rehabilitation	Municipal Only	\$ 300,000
Annual Manhole Rehabilitation	Municipal Only	50,000
Total Engineering		\$ 350,000
Total Technical Services		\$ 350,000
Environmental Programs		
<u>Watershed Management</u>		
Environmental Lands Easement or Title Purchase - Pilot Demonstration Project	Common to All	\$ 54,000
Total Environmental Programs		\$ 54,000
<u>Laboratory</u>		
Lachat Auto Analyzer 3 (Low level P)	Common to All	\$ 42,348
Metals Lab: PE ICP	Common to All	\$ 108,000
Total Laboratory		\$ 150,348
Total Environmental Programs		\$ 204,348
Total Annual Capital Items		\$ 1,961,348
Solids Project (R2E2)		
Requests - Solids (R2E2) Credit for Mill*****	Solids	-
2017 Requests - Transfer to R2E2 Rate Stabilization Reserves	Solids	-
Total Solids Project (R2E2)		\$ -

Note: * DPF: Process Air Blowers - HST Upgrades of \$100K will be funded through previous debt service that was collected in 2016 Budget for the DPF: Blower Replacement Project.

**Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Allocation of Operation and Maintenance Costs**

Expenses are first allocated to cost components (Flow, BOD, SS, Phos., TKN) and then allocated to Municipal and Mill customers based on projected annual wastewater flows and loadings.

ITEM	Total	Common to All					Municipal Only		Mill Only	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Salaries & Benefits										
Laboratory Services & Environmental Services										
Operational Testing	\$560,806	\$78,513	\$67,297	\$50,472	\$33,648	\$39,256	\$117,769	\$134,593	\$0	\$39,256
Water Quality Testing	759,226	759,226	0	0	0	0	0	0	0	0
Total Laboratory Services	1,320,032	837,738	67,297	50,472	33,648	39,256	117,769	134,593	0	39,256
Treatment										
Pump Station	110,730	110,730	0	0	0	0	0	0	0	0
Primary Treatment	146,768	146,768	0	0	0	0	0	0	0	0
Aeration	306,421	0	153,211	0	0	153,211	0	0	0	0
Final & Chlorine Contact Basins	239,123	239,123	0	0	0	0	0	0	0	0
Primary Thickeners	146,769	3,669	19,329	119,367	3,669	734	0	0	0	0
Waste Activated Sludge Thickeners	171,230	0	101,300	66,506	0	3,425	0	0	0	0
Dewatering - Belt Presses/Incineration	489,228	4,892	199,429	273,165	4,892	6,849	0	0	0	0
Primary Sludge	195,691	4,892	25,772	159,155	4,892	978	0	0	0	0
Secondary Sludge	293,537	0	173,656	114,010	0	5,871	0	0	0	0
Incineration	635,997	7,338	241,258	371,745	7,338	8,317	0	0	0	0
Primary Sludge	293,537	7,338	38,659	238,734	7,338	1,468	0	0	0	0
Secondary Sludge	342,460	0	202,599	133,011	0	6,849	0	0	0	0
Solids, General	257,498	2,799	100,848	147,582	2,799	3,469	0	0	0	0
Grit Removal	10,618	0	0	10,618	0	0	0	0	0	0
Filtration	15,150	15,150	0	0	0	0	0	0	0	0
Total Treatment	2,529,533	530,471	815,375	988,984	18,699	176,004	0	0	0	0
Maintenance/Engineering										
Maintenance	2,428,866	762,148	699,100	444,857	16,253	334,544	126,301	0	45,663	0
Engineering	842,904	264,493	242,613	154,382	5,640	116,099	43,831	0	15,847	0
Total All Above	7,121,334	2,394,850	1,824,384	1,638,695	74,241	665,903	287,901	134,593	61,509	39,256
Business Services & Information Systems	2,004,605	687,120	523,444	470,167	21,301	191,058	82,603	0	12,344	16,567
Total Salaries & Benefits Costs	9,125,939	3,081,970	2,347,828	2,108,862	95,542	856,961	370,505	134,593	73,853	55,824
Power										
Metro Pump	334,247	0	0	0	0	0	334,247	0	0	0
Mill Pump	20,720	0	0	0	0	0	0	0	20,720	0
Secondary Effluent Pump	22,480	22,480	0	0	0	0	0	0	0	0
Process Air Compressors	847,887	0	551,127	0	0	296,760	0	0	0	0
Solids Building	261,870	2,619	106,749	146,218	2,619	3,666	0	0	0	0
Primary Sludge (40)	104,748	2,619	13,795	85,192	2,619	524	0	0	0	0
Secondary Sludge (60)	157,122	0	92,953	61,026	0	3,142	0	0	0	0
All Other Plant	922,269	289,397	265,456	168,918	6,171	127,030	47,958	0	17,339	0
Total Power	2,409,473	314,495	923,332	315,135	8,790	427,457	382,205	0	38,059	0
Fuel										
Fuel - Diesel for Generators	46,332	46,332	0	0	0	0	0	0	0	0
Building	468,866	147,124	134,954	85,875	3,137	64,580	24,381	0	8,815	0
Incineration	446,733	4,467	182,106	249,438	4,467	6,254	0	0	0	0
Primary Sludge (40)	178,693	4,467	23,534	145,331	4,467	893	0	0	0	0
Secondary Sludge (60)	268,040	0	158,572	104,107	0	5,361	0	0	0	0
Total Fuel	961,931	197,924	317,060	335,313	7,605	70,834	24,381	0	8,815	0

Attachment: NEW Budget (5370 : Resolution #16-124, Revising Sewer Service Rates (December 2016).)

**Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Allocation of Operation and Maintenance Costs**

Expenses are first allocated to cost components (Flow, BOD, SS, Phos., TKN) and then allocated to Municipal and Mill customers based on projected annual wastewater flows and loadings.

ITEM	Total	Common to All					Municipal Only		Mill Only	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Chemicals										
Sodium Hypochlorite	\$92,820	\$92,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gravity Belt Polymer	42,200	0	24,966	16,390	0	844	0	0	0	0
Gravity Thickener Polymer	0	0	0	0	0	0	0	0	0	0
Belt Press Polymer	222,910	2,229	90,867	124,464	2,229	3,121	0	0	0	0
Primary Sludge (40)	89,164	2,229	11,743	72,517	2,229	446	0	0	0	0
Secondary Sludge (60)	133,746	0	79,124	51,947	0	2,675	0	0	0	0
Lime and Clay	57,870	579	23,590	32,312	579	810	0	0	0	0
Primary Sludge (40)	23,148	579	3,049	18,826	579	116	0	0	0	0
Secondary Sludge (60)	34,722	0	20,542	13,486	0	694	0	0	0	0
Sodium Bisulfite	53,700	53,700	0	0	0	0	0	0	0	0
Ferric Chloride	26,630	13,315	0	0	13,315	0	0	0	0	0
Ferric Chloride - odor control	0	0	0	0	0	0	0	0	0	0
Other Chemicals	52,760	52,760	0	0	0	0	0	0	0	0
Total Chemicals	\$48,890	215,403	139,423	173,167	16,123	4,775	0	0	0	0
Maintenance & Repairs										
Maintenance & Repairs	1,482,415	496,542	455,466	289,826	10,589	217,957	82,286	0	29,749	0
All Other Expenses										
Solid Waste	211,325	2,479	79,419	124,209	2,479	2,739	0	0	0	0
Primary Sludge (40)	99,154	2,479	13,059	80,642	2,479	496	0	0	0	0
Secondary Sludge (60)	112,171	0	66,361	43,567	0	2,243	0	0	0	0
DNR Environmental Fees	146,000	1,066	49,151	51,856	32,968	10,960	0	0	0	0
Other Miscellaneous	3,938,756	1,235,933	1,133,691	721,400	26,356	542,511	204,815	0	74,049	0
Total All Other	4,196,081	1,239,478	1,262,261	897,465	61,803	556,211	204,815	0	74,049	0
Total Treatment Plant O & M	18,024,729	5,545,812	5,445,369	4,119,768	200,451	2,134,195	1,064,192	134,593	224,525	55,824
Field Services O & M										
Pretreatment	219,911	0	0	0	0	0	0	219,911	0	0
Municipal Interceptors	315,943	0	0	0	0	0	315,943	0	0	0
Mill Interceptors	2,566	0	0	0	0	0	0	0	2,566	0
Fox River Fiber Force Main	75,393	0	0	0	0	0	0	0	0	75,393
Municipal Metering Stations	268,912	0	0	0	0	0	268,912	0	0	0
Mill Metering Stations	56,944	0	0	0	0	0	0	0	0	56,944
Municipal Lift Stations	374,345	0	0	0	0	0	374,345	0	0	0
<i>Subtotal</i>	<i>1,514,015</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>959,200</i>	<i>219,911</i>	<i>2,566</i>	<i>132,337</i>
All Other (Field Services Salaries after distribution)	449,804	0	0	0	0	0	328,346	75,278	878	45,301
Total Interceptor System O & M	1,763,818	0	0	0	0	0	1,287,547	295,189	3,444	177,638
Total O & M Costs	\$20,688,547	\$5,545,812	\$5,445,369	\$4,119,768	\$200,451	\$2,134,195	\$2,351,738	\$429,783	\$227,969	\$233,462
Distribution to Participants										
MUNICIPAL	19,079,228	4,899,583	5,319,101	3,772,561	199,243	2,107,220	2,351,738	429,783	0	0
FOX RIVER FIBER	96,606	0	0	0	0	0	0	0	0	96,606
PROCTER & GAMBLE	1,512,712	646,229	126,269	347,207	1,208	26,975	0	0	227,969	136,856
Total	\$20,688,547	\$5,545,812	\$5,445,369	\$4,119,768	\$200,451	\$2,134,195	\$2,351,738	\$429,783	\$227,969	\$233,462

Attachment: NEW Budget (5370 : Resolution #16-124, Revising Sewer Service Rates (December 2016).)

NEW Water.
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Interceptor System O & M

Account Name	Maintenance	Field Services	Procter & Gamble Meter Station	Procter & Gamble Interceptor	Fox River Fiber Force Main
Salaries - Procter & Gamble (P&G) Interceptor	\$0	\$1,148		\$1,148	
Benefits - P&G Interceptor	0	418		418	
Salaries - P&G Meter Station	10,008	10,331	20,339		
Benefits - P&G Meter Station	3,649	3,766	7,415		
Salaries - Fox River Fiber - Force Main	0	4,591			4,591
Benefits - Fox River Fiber - Force Main	0	1,674			1,674
Salaries - Fox River Fiber - Meter Station	996	8,035			9,031
Benefits - Fox River Fiber - Meter Station	363	2,929			3,292
Repair & Maintenance (R & M) - P&G Interceptor			0	1,000	
R & M - P&G Meter Station			28,350		
Phones - P&G			840		
Power - P&G			0		
R & M - Force Main					56,550
R & M - Meter Station					255
Chemicals					
Total			\$56,944	\$2,566	\$75,393

Account Name	Maintenance	Field Services	GBMSD Meter Stations	GBMSD Interceptors	Lift Station	Pretreatment
Salaries Pretreatment	\$0	\$154,488				\$154,488
Salaries - GBMSD Interceptors	3,264	82,645		85,909		
Salaries - GBMSD Meter Stations	0	90,680	90,680			
Salaries - East Bayshore Lift Stations	28,200	40,175			68,375	
Salaries - East River Lift Station	14,004	12,626			26,630	
Salaries - Old Plank Lift Station	2,664	6,887			9,551	
Salaries - Interplant Force Main	0	11,478		11,478		
Salaries - Chemical Feed Building	0	2,296	2,296			
Benefits - Pretreatment	0	56,323				56,323
Benefits - GBMSD Interceptors	1,190	30,131		31,321		
Benefits - GBMSD Meter Stations	0	33,060	33,060			
Benefits - East Bayshore Lift Stations	10,281	14,647			24,928	
Benefits - East River Lift Station	5,106	4,603			9,709	
Benefits - Old Plank Lift Station	971	2,511			3,482	
Benefits - Interplant Force Main	0	4,185		4,185		
Benefits - Chemical Feed Building	0	837	837			
Pretreatment Program						9,100
R & M - East Bayshore System Lift Stations					47,700	
R & M - East Bayshore Force Main					1,100	
R & M - East River Lift Station					34,620	
R & M - GBMSD Interceptors - Field Services				54,150		
R & M - GBMSD Interceptors - Engineering				125,001		
R & M - Old Plank Lift Station					5,950	
R & M - Interplant Force Main				3,900		
R & M - GBMSD Meter Stations			88,140			
R & M - Chemical Feed Building			1,340			
Phones - Meter/Lift Stations			35,660			
Phones - Chemical Feed Building			0			
Power - Meter Stations			15,500			
Power - Chemical Feed Building			1,400			
Power - Old Plank Lift Station					1500	
Power - East Bayshore Lift Stations					27,000	
Power - East River Lift Station					35,000	
Water - East River Lift Station					1,400	
Chemicals - Old Plank Lift Station					4,480	
Chemicals - De Pere Conveyance					47,120	
Chemicals - Chemical Feed Building					-	
Chemicals - Bayshore Interceptor					25,800	
Total			\$268,912	\$315,944	\$374,345	\$219,911

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Salaries and Benefits before Distribution

Description	Commission	Business Services	Laboratory Services	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	\$2,500	\$1,017,019	\$535,866	\$1,769,191	\$1,775,682	\$629,227	\$479,091	\$744,963	\$475,026	\$7,428,565
Long Term Disability	0	5,523	3,293	11,787	10,755	3,947	3,285	4,352	2,799	45,741
Dental Insurance	0	9,077	5,391	20,142	22,256	6,405	6,082	6,405	2,996	78,754
Health Insurance	0	169,020	93,125	328,233	382,749	100,104	86,146	144,812	38,167	1,342,356
Life Insurance	0	3,467	1,222	5,577	6,635	2,553	2,618	1,886	1,224	25,182
Wisconsin Retirement	0	64,444	34,931	128,797	117,172	42,186	35,143	49,062	29,616	501,351
FICA & Medicare	191	73,317	40,994	151,461	135,840	48,136	40,188	56,990	36,340	583,457
Worker's Compensation	5	3,359	13,557	50,015	44,925	10,346	972	18,848	4,597	146,624
Uniforms	0	0	888	12,480	13,548	0	0	2,950	0	29,866
Employee Assistance	0	3,158	0	0	0	0	0	0	0	3,158
Wellness Program	0	0	0	51,850	0	0	0	0	0	51,850
Totals	\$2,696	\$1,348,384	\$729,267	\$2,529,533	\$2,509,562	\$842,904	\$653,525	\$1,030,268	\$590,765	\$10,236,902

Note: Engineering, Treatment and Information Technology Salaries were decreased by \$267K for re-allocation of salaries to Solids Management Capital Loan Amount.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Salaries and Benefits after Distribution to Interceptors & Meter Stations

Description	Commission	Business Services	Laboratory Services	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	\$2,500	\$1,017,019	\$535,866	\$1,769,191	\$1,716,546	\$629,227	\$479,091	\$319,583	\$475,026	\$6,944,049
Long Term Disability	0	5,523	3,293	11,787	10,391	3,947	3,285	1,732	2,799	42,757
Dental Insurance	0	9,077	5,391	20,142	21,629	6,405	6,082	1,895	2,996	73,617
Health Insurance	0	169,020	93,125	328,233	372,063	100,104	86,146	67,945	38,167	1,254,803
Life Insurance	0	3,467	1,222	5,577	6,435	2,553	2,618	444	1,224	23,540
Wisconsin Retirement	0	64,444	34,931	128,797	113,180	42,186	35,143	5,045	29,616	453,342
FICA & Medicare	191	73,317	40,994	151,461	131,316	48,136	40,188	36,618	36,340	558,561
Worker's Compensation	5	3,359	13,557	50,015	43,758	10,346	972	13,592	4,597	140,200
Uniforms	0	0	888	12,480	13,548	0	0	2,950	0	29,866
Employee Assistance	0	3,158	0	0	0	0	0	0	0	3,158
Wellness Program	0	0	0	51,850	0	0	0	0	0	51,850
Totals	\$2,696	\$1,348,384	\$729,267	\$2,529,533	\$2,428,866	\$842,904	\$653,525	\$449,804	\$590,765	\$9,575,744

Note: Engineering, Treatment and Information Technology Salaries were decreased by \$267K for re-allocation of salaries to Solids Management Capital Loan Amount.

**NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Employees Headcount Report**

Divisions and Department	ADOPTED 2016 BUDGET HEADCOUNT	ADOPTED 2017 BUDGET HEADCOUNT
Business Services including Non-Departmental *	12	13
Laboratory Services	7	8
Treatment including Health and Safety	26	26
Maintenance	24	24
Engineering	7	7
Information Technology	6	6
Field Services	9	9
Watershed Management	3	4
Regulatory Compliance	1	1
Total Headcount without Commissioners **	95	98
Commissioners	5	5

New Positions

Division	Department	2016 BUDGET	2017 BUDGET
Business Services	Administrative Services		Administrative Services Assistant (Approved April 2016)
Environmental Programs	Laboratory		Lab Analyst II
Division	Watershed Management		Watershed Specialist
Operations	Treatment	Asset Reliability Coordinator	

Notes:

* Non-Departmental Division includes Executive Director & Human Resources

** Total Full-Time and Part-Time positions

Divisions and Departments classification for referencing

<u>BUSINESS SERVICES</u>	<u>TECHNICAL SERVICES</u>	<u>OPERATIONS</u>	<u>ENVIRONMENTAL PROGRAMS</u>	<u>NON-DEPARTMENTAL</u>
Accounting	Engineering	Maintenance	Watershed Management	Commission
Communication & Education	Field Services	Treatment	Regulatory Compliance	District Wide
Information Technology		Health and Safety	Laboratory	Executive Director & Human Resources
Administrative Services			Sustainability	

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
OUT-OF-AREA TRAVEL - Outside EPA Region 5 (Wisconsin, Minnesota, Illinois, Ohio, Indiana, Michigan)

Title	Division	Event
Director of Business Services	Business Services	NACWA Legal Seminar, TBD
Accounting Manager	Business Services	IMA Conference, Denver, CO
Information Technology Manager	Business Services	Microsoft Convergence, New Orleans, LA
System Technician - GIS	Business Services	ESRI GIS User Conference, Palm Springs, CA
Project Manager	Technical Services	WEF Residuals & Biosolids Conf. Seattle, WA
Treatment Manager	Operations	WEF Residuals & Biosolids Conference, Seattle, WA
TBD	Operations	WEF Residuals & Biosolids Conference, Seattle, WA
TBD	Operations	Vibration Analysis Training, Miami, FL
Executive Director	Non-Departmental	NACWA Summer, St. Louis, MO
Executive Director	Non-Departmental	NACWA Winter, Tampa, FL
Executive Director	Non-Departmental	US Water Alliance, TBD
Commissioner	Non-Departmental	NACWA Summer, St. Louis, MO
Commissioner	Non-Departmental	NACWA Winter, Tampa, FL
Environmental Compliance Specialist	Environmental Programs	WEF Residuals & Biosolids Conference, Seattle, WA

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN**

2017 Budget - Adopted December 7, 2016	2017	2018	2019	2020	2021
<u>MAJOR CAPITAL: WASTEWATER TREATMENT FACILITIES</u>					
GBF: Blower System Efficiency Upgrade	-	-	400,000	2,413,000	4,016,000
GBF: R2E2 Solids Management Project	50,282,000	19,964,000	3,135,000	-	-
GBF: Metro & Mill Pumping and Plant Drain Systems Upgrades	-	240,000	3,480,000	1,620,000	2,700,000
GBF: Primary Clarifier Odor Control	-	250,000	2,750,000	-	-
GBF: Gravity Belt Thickener Replacement	-	-	-	400,000	5,400,000
DPF: Service Water System Rehabilitation/Replacement	-	160,000	2,160,000	-	-
DPF: Primary Substation & Emergency Generator	240,000	2,700,000	540,000	-	-
GBF & DPF: Clarifier Rehabilitation	-	400,000	2,160,000	2,160,000	2,160,000
GBF & DPF: Headworks Upgrades	-	-	-	400,000	3,250,000
Interplant Wastewater Force Main - Phase 2	-	360,000	3,960,000	-	-
GBF Phosphorus Upgrade	-	-	750,000	7,628,000	7,628,000
DPF Phosphorus Upgrade	-	-	500,000	2,768,000	2,768,000
TOTAL WASTEWATER TREATMENT FACILITIES	50,522,000	24,074,000	19,835,000	17,389,000	27,922,000
<u>MAJOR CAPITAL: INTERCEPTORS</u>					
Dutchman Creek Interceptor Upgrade & Rehabilitation ** See Notes **	2,240,000	-	-	-	-
Scott Bayshore Interceptor Rehabilitation ** See Notes **	770,000	-	-	-	-
Tunnel Interceptor Rehabilitations (QSI, ERI, EFRI, WFR)	-	-	280,000	4,060,000	4,060,000
Ninth Street Interceptor Extension - American Drive	-	-	1,250,000	-	-
East Tower Drive Interceptor Rehabilitation - Phase 1	-	-	179,000	2,562,000	-
Bayview Interceptor Upsizing	-	-	130,000	1,430,000	-
Bayview Interceptor Replacement ** See Notes **	3,790,000	-	-	-	-
Charles Street Interceptor Upsizing	168,000	1,512,000	-	-	-
East Bayshore Lift Stations - Replacement	-	-	-	-	35,000
TOTAL INTERCEPTORS, METER STATIONS & LIFT STATIONS	6,968,000	1,512,000	1,839,000	8,052,000	4,095,000
<u>DEPARTMENT ANNUAL CAPITAL INVESTMENTS</u>					
<u>MAINTENANCE SECTION</u>					
GBF: Replace MCC - Center Mechanical MCC-B2, -B2A, -B2B	616,000	-	-	-	-
GBF: Replace MCC - Administration Building ADP-1,-2; MCC-A1, -A2	308,000	-	-	-	-
DPF: Replace outdated MCCs	-	-	-	125,000	-
DPF: Replace diffuser socks in aeration system (10-year rotation)	-	-	-	-	57,000
GBF: Replace Air Handling Units	-	263,000	214,000	217,000	312,000
DPF: Replace roof - Sludge Control Tank Building	-	-	-	-	79,000
DPF: Replace roof - Service Building	-	107,000	-	-	-
DPF: Replace roof - Blower Building No. 2	-	150,000	-	-	-
Vehicle ID# 105 Replacement	-	35,000	-	-	-
Vehicle ID# 107 Replacement	-	-	-	-	70,000
Vehicle ID# 109 Replacement	-	-	-	-	45,000
Vehicle ID# 111 Replacement	-	-	-	40,000	-
Vehicle ID# 112 Replacement	-	-	-	-	45,000
DPF: Actuated Slide Gates & Basin Drains	-	-	-	-	200,000
GBF: Air Compressor Replacement	-	-	-	-	400,000
DPF: Air Handling Unit Replacement	-	-	250,000	-	-
GBF: Power Roof Vent Replacement	-	-	375,000	-	-
DPF: Power Roof Vent Replacement	-	-	-	125,000	-
GBF: Tunnel Unit Heater Replacement Phase 1	-	50,000	-	-	-
GBF: Tunnel Unit Heater Replacement Phase 2	-	-	50,000	-	-
GBF: Tunnel Unit Heater Replacement Phase 3	-	-	-	50,000	-
DPF: Tunnel Unit Heater Replacement	-	-	-	-	50,000

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN**

2017 Budget - Adopted December 7, 2016	2017	2018	2019	2020	2021
GBF: Transformer Replacement Project	-	-	125,000	-	-
GBF: SW Pump Replacement	-	-	-	-	400,000
DPF: Process Air Blowers - HST Upgrades ** See Notes **	100,000	-	-	-	-
GBF: Aeration Basin Access Ladders	110,000	-	-	-	-
GBF: Tunnel Lighting Upgrades	248,000	-	-	-	-
GBF: Basin Complex Walkway Concrete Rehabilitation	-	-	224,000	200,000	-
Maintenance Section subtotal	1,382,000	605,000	1,238,000	757,000	1,658,000
INFORMATION TECHNOLOGY SECTION					
GBF: Fiber Optic Network Enhancement/Upgrade	-	-	-	-	80,000
GBF: Building Network Cabling Enhance/Upgrade	-	-	-	-	45,000
GBF: Replace PLC Input/Output Hardware	-	-	125,000	125,000	125,000
GBF: HR/Payroll Software System	-	50,000	-	-	-
GBF: & DPF: Time and Attendance System	-	40,000	-	-	-
GBF: Financial Software Replacement/Upgrade	-	250,000	-	-	-
GBF & DPF: Telephone System	-	-	-	125,000	-
GBF: Campus Paging System	125,000	-	-	-	-
GBF: eDocs, Imaging/ Management/Collaboration	-	-	-	-	90,000
Information Technology Section subtotal	125,000	340,000	125,000	250,000	340,000
ENGINEERING SECTION					
Meter Station #1 Flow Tube and Flow Meter Replacement	-	-	90,000	-	-
DPF: Demolish Solids Building & MS11A	-	1,000,000	-	-	-
MS 6, 8, & 9 Rehabilitation	300,000	-	-	-	-
ERLS: HVAC Improvements	-	-	300,000	-	-
Annual Manhole Rehabilitation	50,000	50,000	50,000	50,000	50,000
Engineering Services Section subtotal	350,000	1,050,000	440,000	50,000	50,000
WATERSHED MANAGEMENT SECTION					
Environmental lands easement or title purchase - Pilot Demonstration Project	54,000	-	-	-	-
Watershed Management Section subtotal	54,000	-	-	-	-
FIELD SERVICES SECTION					
MS-05 Flow Tube Replacement	-	-	100,000	-	-
Lift Station alarm notification system	-	250,000	-	-	-
ERLS - Grinder system	-	-	-	250,000	-
ERLS - Ozone unit replacement	-	-	60,000	-	-
Field Services Section subtotal	-	250,000	160,000	250,000	-
LABORATORY SERVICES SECTION					
Laboratory Information System	-	-	-	-	350,000
Lachat Auto Analyzer 3 (Low level P)	42,000	-	-	-	-
Metals Lab: PE ICP	108,000	-	-	-	-
Laboratory Services Section subtotal	150,000	-	-	-	350,000
TOTAL ANNUAL CAPITAL INVESTMENTS	2,061,000	2,245,000	1,963,000	1,307,000	2,398,000
TOTAL CAPITAL INVESTMENTS	59,551,000	27,831,000	23,637,000	26,748,000	34,415,000

Notes:

Major Capital - Interceptors: Dutchman Creek and Scott-Bayshore Interceptor Projects anticipated to be combined into one loan.

Major Capital - Interceptors: Bayview Interceptor Replacement project anticipated to be funded from Interceptor Cost Recovery Reserve and no debt service collected.

Annual Capital - Maintenance: the DPF: Process Air Blowers - HST Upgrades will be funded through previous debt service that was collected in 2016 budget.

This 5-year report projects costs going forward. It does not capture actual expenditures from previous years and the totals do not accurately reflect the total capital costs of projects that are in progress.

Green Bay Metropolitan Sewerage District

2017 Budget – Adopted

Summary of Revenues and Expenses Legends

Revenues:

Favorable Revenue Variances: means more revenue than projected or budgeted. It is a positive occurrence to receive more revenues than anticipated.

Unfavorable Revenue Variances: means less revenue than projected or budgeted. It is usually a negative occurrence.

Municipal User Fees:	Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, Kjeldahl Nitrogen, Direct Charges, and Hauled Waste
Mill User Fees:	Volume, Biochemical Oxygen Demand, Suspended Solids, Phosphorus, Kjeldahl Nitrogen, Direct Charges from Procter & Gamble, and Fox River Fiber
Mill Direct Charges:	Daily Sample Pickup and Laboratory Testing, Inspection, Monitoring, Dewatering, O&M, and Diggers Hotline
Mill Capital Charges:	Capital and Debt Service Charges
General Reserve Interest:	Interest Income from General Fund Accounts (unrestrictive funds) other than Investment Accounts
Other Revenues:	Rate Stabilization Offsets, Interest Income Offsets, Hauled Waste Truck Fees, Sampling, Laboratory Analysis, Yacht Club Lease, and Interceptor Cost Recovery Leases
Rate Stabilization Reserve Transfers:	A designated expense allocated to rate stabilization funds due to prior year collection or expenses designated to be funded by this reserve
Interceptor Cost Recovery (ICR) Reserve Transfers:	GBMSD has agreements with various municipal customers in which the municipalities have agreed to reimburse GBMSD for the cost of interceptors owned by GBMSD whose capacity has been allocated to the municipalities. Annual repayments are sent to the municipalities. This transfer is to offset the debt payment of these interceptors

Green Bay Metropolitan Sewerage District

2017 Budget – Adopted

Summary of Revenues and Expenses Legends

Plant and Equipment Replacement Designated capital expenses allocated to be funded by this
Fund Reserve Transfers (PERF): reserve

General Fund Transfers: Designated expenses allocated to be paid by this fund

Expenses:

Favorable Expense Variances: means less expense than budgeted or projected.

Unfavorable Expense Variances: means more expenses than budgeted or projected.

Salaries & Benefits: Salaries, Opt-Out Incentive Payout, Health, Dental, & Life Insurances, Retirement, Social Security, Fringe Benefits, Workers Compensation, Uniforms, Employee Referral Services, Long Term Disability, Wellness, Employee Assistance, and Uniforms

Power: All Power related for the facilities

Contracted Services: Contractors, Legal, Audits, Studies, Occupational Health, Custodial and Lawn Services, Environmental Programs, Sponsorship, Temporary Assistance, Recruitment, Consultants, Hazardous Waste Disposal, Class and Compensation, Household Hazardous Waste Disposal, Continuous Improvement/Lean, In District Sustainability, Risk Based Asset Management, Watershed Based Planning, Reg/Muni Environment Service, and Contingency

Maintenance & Repairs: Repair and Maintenance Building and Equipments, Small Tools, Fuel for GBMSD Vehicles and Boats, Freight, Water, Fire Protection, Equipment Leases and Rentals

Chemicals: Sodium Hypochlorite and Bisulfite, Polymer, Ferric Chloride, Lime, and Laboratory Chemicals for the facilities

Natural Gas & Fuel Oil: Diesel, Fuel, Natural Gas for Generators, Incineration, and Heating for the facilities

Green Bay Metropolitan Sewerage District 2017 Budget – Adopted

Summary of Revenues and Expenses Legends

Solid Waste Disposal:	Material (grit, screenings, ash, and dewatered sludge) hauled from GBMSD to landfill
Interceptor System:	Repair and Maintenance of Interceptors, Lift Stations, Meter Stations, Pretreatment, Power, Chemicals, Water, and Telephones
Office & Administrative:	Publishing, Postage, Data Processing, Employee Recognition, Public Information, Portable, Telephones, Safety Shoes and Glasses, Memberships and Dues, Publications and Subscriptions, Licenses and Permits, Meeting Expenses, Bank Service Charges, Bond Issuance Cost, Community Outreach, Education & Public Outreach (EPO)
Insurances:	Automobile, Property, Boiler and Machinery, Liability, Umbrella, Commercial Crime, and Public Officials
Supplies:	Employee Security Badges, Safety & First Aid Equipment and Supplies, Small Computer Hardware and Software, Other Office Supplies, such as: Calculators, Pens, Pencils, Paper, Binders, Folders, Dividers, Tape, Batteries, Toner & Ink Cartridges etc., Cleaning/Janitorial Supplies, Building/Grounds Supplies, Shipping Supplies, etc.
Employee Training & Development:	Employee Development (Registration), Training, and Tuition Fees
Travel and Meetings:	Travel Lodging, Transportation, Meals and Mileage Expenses
DNR Environmental Fees:	Annual Environmental Fee statement from the DNR, which includes: charges from our NR101 discharge (includes a charge for all pounds of parameters that have permit limits), Hazardous Waste Disposal Fees, Air Emission Fees, and Laboratory Certification Fee. Other Fees such as Tier 2 report fees (related to hazardous material management on site) and other license or permit application fees which may arise

Green Bay Metropolitan Sewerage District
2017 Budget – Adopted
Summary of Revenues and Expenses Legends

Debt Service and Annual Capital

Debt Service:	Principal and Interest incurred for Long Term Capital projects from Clean Water Fund Loans, General Obligation Bonds, and Promissory Notes to financial institutions, such as: DNR, Associated Bank, Board of Commissioners of Public Lands, etc.
Annual Capital:	Maintenance Equipment and Interceptor repairs for less than a year expenses and completion
R2E2 Construction – Rate Stabilization:	An amount collected in advance of the debt service being due for the Solids Project (R2E2) to provide a transition to the overall rate impact on the financing for this project. The funds will be segregated and used to pay subsequent debt service on the R2E2 Project. The amount collected brings the overall 2013 rate increase to within the 9% amount estimated in the planning for R2E2 Project

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 20, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of the following Fees for 2017.

ATTACHMENTS:

- Reso16-125 (DOCX)
- 2017 Fees - Building (PDF)
- 2017 Fees - Clerk-Treasurer (PDF)
- 2017 Fees - Electric (PDF)
- 2017 Fees - HVAC (PDF)
- 2017 Fees - Planning (PDF)
- 2017 Fees - Plumbing (PDF)
- 2017 Fees - Police Department(PDF)
- 2017 Fees - Public Works (PDF)
- Reso16-126 (DOCX)
- 2107 Fees - Community Center (PDF)
- 2017 Fees - Recreation and Pools (PDF)
- Reso16-127 (DOCX)

RESOLUTION #16-125

REGARDING CERTAIN FEES

WHEREAS, the Common Council wishes to establish revised fees for services rendered.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the attached changes to fees for such services indicated.

BE IT FURTHER RESOLVED THAT:

Fees established for licenses issued shall be effective the license year commencing after adoption of this resolution.

BE IT FURTHER RESOLVED THAT:

Such non-license fees established hereunder shall be effective January 1, 2017.

BE IF FURTHER RESOLVED THAT:

All City officers, officials, 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 20th day of December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: ____

Nays: ____

Attachment: Reso16-125 (5371 : Consideration of the following Fees for 2017.)

BUILDING DEPARTMENT FEES

Fee Type	Current Min	Proposed Min	2016 Fee	2017 Fee
Residential - New/Add	\$75.00	no change	\$.11/sq ft	\$.12/sq ft
Commercial Tenant Buildout	\$150.00	no change	\$.21/sq ft	\$.22/sq ft
Warehouses - New/Add	\$150.00	no change	\$.11/sq ft	\$.12/sq ft
Comm/Ind/Institutional/Multi Fam - New/Add	\$150.00	no change	\$.21/sq ft	\$.22/sq ft
Comm/Ind/Institutional/Multi Fam - Alt/Rep/Rem	\$150 min/\$12,000 max	no change	\$11/\$1,000	\$12/\$1,000
Residential - Alt/Rep/Rem	\$75 min/\$10,000 max	no change	\$9/\$1,000	\$10/\$1,000
1-2 Family Dwelling Plan Review - New/Add			\$130.00	\$135.00
Multi-Fam/Comm/Ind Plan Review - New/Add			\$210.00	\$215.00
Commercial Plan Review <25,000 cu ft			\$235.00	\$240.00
Flood Plain Development Fee			\$160.00	\$165.00
Flood Plain Zoning Letter			\$50.00	no change
Soil Erosion Control Fee <20,000 sq ft			\$90.00	\$95.00
Soil Erosion Control Fee >20,000 sq ft			\$210.00	\$215.00
State UDC Permit Seal			\$50.00	no change
Residing/soffits			\$75.00	no change
Deck/Gazebo			\$50.00	\$75.00
Shed (<200 sq ft)			\$50.00	no change
Detached Garage (>200 sq ft)			\$75.00	no change
Swimming Pool/Hot Tub/Spa	\$50.00	no change	\$6/\$1,000	no change
Pool Abandonment			\$30.00	no change
Canopy (installed over gas station dispensers)			\$260.00	\$275.00
Awnings/Canopies			\$75.00	no change
Moving Building (<600 sq ft)			\$100.00	no change
Moving Building (>600 sq ft)			\$300.00	no change
Wrecking Permit (<600 sq ft)			\$50.00	no change
Wrecking Permit (>600 sq ft)			\$160.00	no change
Early Start (footings & foundation)			\$150.00	\$160.00
Fence			\$50.00	no change
Reinspection Fee			\$75.00	no change
Renew Lapsed Permit			\$75.00	no change
Grade Permit			\$75.00	no change

BUILDING DEPARTMENT FEES

Fee Type	Current Min	Proposed Min	2016 Fee	2017 Fee
Curb Cut			\$25.00	no change
Docks			\$50.00	no change
Fox River Bank Stabilization/Rip Rap			\$50.00	no change
Occupancy w/o permit or before final inspection			\$125.00	no change
Radio/Television/Wireless Communication Towers			\$250.00	\$300.00
Bleachers/Assembly Seating			\$100.00	\$125.00
Residential Driveway/Parking Lot			\$50.00	no change
Comm/Ind/Multi Driveway/Parking Lot			\$150.00	no change
Sign Contractor Annual License			\$125.00	\$130.00
Sign Permit - Minimum			\$75.00	no change
Sign Variance			\$160.00	\$165.00
Payment in Lieu of Dedication - Single Family			\$300.00	no change
Payment in Lieu of Dedication - Two Family			\$600.00	no change
Payment in Lieu of Dedication - Multi Family			\$130.00/bedroom	no change

CLERK-TREASURER FEES

TYPE OF LICENSE/PERMIT SOLD AT CITY HALL	2016 FEE	2017 FEE
AUTO SALVAGE YARD	\$100.00	no change
CHICKEN PERMIT (\$6.00 total for 4 chickens)	\$6.00	no change
CIGARETTE	\$100.00	no change
CLASS A BEER With LIQUOR	\$65.00	\$100.00
CLASS A BEER Without LIQUOR	\$625.00	no change
CLASS A LIQUOR	\$190.00	\$250.00
CLASS B BEER	\$100.00	no change
CLASS B LIQUOR	\$450.00	\$500.00
CLASS C	\$100.00	no change
DIRECT SELLER - ONE MONTH	\$100.00	no change
DIRECT SELLER - ONE YEAR	\$350.00	no change
JUNK COLLECTOR/DEALER LICENSE	\$100.00	no change
LATE FEE (FOR DOG/CAT LICENSES)	\$5.00	no change
LETTERS OF SPECIALS	\$45.00	no change
MOBILE HOME OFF MOBILE HOME PARK (INSPECTION FEE)	\$125.00	no change
MOBILE HOME PARK	\$50.00	no change
MOBILE HOME MONTHLY PARKING FEE	determined by Assessor, based on west side mil rate	
NEUTERED/SPAYED CAT	\$6.00	no change
NEUTERED/SPAYED DOG (County \$3.50-City \$1.50 Split)	\$6.00	no change
NEUTERED/SPAYED PUPPY (County -City Split)	\$6.00	no change
NSF FEE	\$30.00	no change
OPERATOR	\$55.00	no change
OPERATOR WITH PROVISIONAL OPERATOR	\$70.00	no change
PASSPORT FEE (US DOS)	\$25.00	no change
PAWN BROKER/SECONDHAND ARTICLE/JEWELRY DEALER	\$50.00	no change
PROCESSING FEE FOR BACKGROUND CHECKS	\$20.00	no change
PUBLIC DANCE	\$2/dance; \$10/annually	no change
PUBLICATION FEE	\$30.00	no change
ROOM TAX	no fee established/necessary	
SECONDHAND ARTICLE DEALER MALL/FLEA MARKET	\$50.00	no change
SEXUALLY ORIENTED ADULT ESTABLISHMENT	\$250.00	no change

CLERK-TREASURER FEES

TYPE OF LICENSE/PERMIT SOLD AT CITY HALL	2016 FEE	2017 FEE
SEXUALLY ORIENTED ADULT ESTABLISHMENT LATE FEE	\$100.00	no change
SEXUALLY ORIENTED ADULT ESTABLISHMENT RENEWAL	\$250.00	no change
SHOWS AND AMUSEMENT, CARNIVAL	\$20.00	no change
SOLICITOR	\$95.00	\$100.00
SOLICITOR (REPLACEMENT CARD)	\$10.00	no change
SPECIAL EVENT - LOW HAZARD & 1ST AMENDMENT EXPRESSIVE ACTIVITY	\$25.00	no change
SPECIAL EVENT - MEDIUM HAZARD	\$50.00	no change
SPECIAL EVENT - HIGH HAZARD	\$50.00	no change
SPECIAL EVENT - ADMINISTRATIVE FEE	10% of billed city services up to \$250	no change
TAXI	\$45/1st vehicle; \$10 thereafter	\$50/1st vehicle; \$10 thereafter
TAXI - More than 7 person capacity	\$95.00	\$100.00
TEMPORARY CLASS B (PICNIC) BEER/WINE	\$10.00	no change
UNNEUTERED/UNSPAYED CAT	\$12.00	no change
UNNEUTERED/UNSPAYED DOG (County - City Split)	\$12.00	no change
UNNEUTERED/UNSPAYED PUPPY	\$6.00	no change

ELECTRIC PERMIT FEES

Fee Type	Current Min	Proposed Min	2016 Fee	2017 Fee
Residential - New/Add	\$50.00	no change	\$.09 sq ft	\$.10 sq ft
Warehouses - New/Add	\$100.00	no change	\$.11/sq ft	\$.12 sq ft
Comm/Ind/Inst - New/Add	\$100.00	no change	\$.13/sq ft	\$.14 sq ft
Alt/Repair/Remodel (1-30 fixtures)			\$50.00	no change
Alt/Repair/Remodel (31-60 fixtures)			\$75.00	no change
Alt/Repair/Remodel (61-90 fixtures)			\$100.00	no change
Alt/Repair/Remodel (>90 fixtures)			\$125 + \$.50 per opening>90	no change
Install/Modify Fire Alarm System			\$50.00	\$75.00
Single Family Service Change			\$50.00	\$75.00
Two Family Service Change			\$50.00	\$75.00
Service Change (all others)			\$100.00	no change
Gas Station Pump Control Panel/Dispensers			\$50.00	\$75.00
Parking Lights			\$50.00	\$75.00
Illuminated Signs			\$50.00	\$75.00
Temporary Electrical Service			\$50.00	\$75.00
Accessory Building			\$50.00	no change
Re-inspection Fee			\$75.00	no change
Cell Tower			\$100.00	no change
Active Sub-Slab Ventilation System			\$50.00	\$75.00

HVAC PERMIT FEES

Fee Type	Current Min	Proposed Min	2016 Fee	2017 Fee
Residential - New/Add	\$50.00	no change	\$.09/sq ft	\$.10/sq ft
Comm/Ind/Inst/Multi Fam - New/Add	\$100.00	no change	\$.13/sq ft	\$.14/sq ft
Warehouses - Infrared Heating Units			\$130/unit	no change
1-2 Family - Alt/Repair/Remodel	\$100.00	no change	\$6.00/\$1,000	\$7.00/\$1,000
Multi/Comm/Ind/Inst - Alt/Rep/Rem	\$100.00	no change	\$7.00/\$1,000	\$8.00/\$1,000
Furnace/Boiler Replacement			\$50.00	\$75.00
Air Conditioner			\$50.00	\$75.00
Fireplace			\$50.00	\$75.00
Wood Burning Stove/Space Heater			\$50.00	\$75.00
Geo Thermal			\$50.00	\$75.00
RTU/MUA/AH			new in 2017	\$75.00
Kitchen Hood			new in 2017	\$75.00
Spray booth			new in 2017	\$75.00
VAV Unit			new in 2017	\$75.00
Re-inspection fee			\$75.00	no change

PLANNING DEPARTMENT FEES

Fee Type	2016 Fee	2017 Fee
Rezoning Application	\$290.00	\$305.00
Variance Request	\$160.00	\$168.00
Conditional Use Application	\$290.00	\$305.00
Site Plan Review	\$290.00	\$305.00
Right-of-way Vacation	\$290.00	\$305.00
Street Name Change	\$210.00	\$220.00
Plat Review Preliminary	\$265 + \$65/lot	\$278+\$68/lot
Final Plat	\$185.00	\$195.00
CSM Review	\$350.00	\$368.00
Land Use Permit	\$160.00	\$168.00
Revocable Occupany Permit	\$30.00	\$32.00
Release of Easement Application	\$350.00	\$368.00

PLUMBING PERMIT FEES

Fee Type	Current Min	Proposed Min	2016 Fee	2017 Fee
Residential - New/Add/Alt	\$50.00	no change	\$10/fixture	\$11/fixture
Buildings Requiring State Approval (16+ fixtures)			\$175 + \$10/fixture	\$175 + \$11/fixture
Lawn Sprinkler Systems			\$60.00	\$75.00
Fire Suppression Sprinkler System - New/Add/Alt			\$350 + \$80/riser or floor	\$375 + \$80 per riser or floor
Replacement Water Heater			\$60.00	\$75.00
Cap sanitary sewer			\$60.00	\$75.00
Sewer Lateral Connection			\$125.00	no change
Sprinkler Alt & Add			new in 2017	\$20/head
Re-inspection fee			\$75.00	no change

POLICE DEPARTMENT FEES

Fee Type	2016 Fee	2017 Fee
Pawnbroker/Secondhand Article/Jewelry Dealer Daily Reporting Failure	\$20.00	\$25.00
Sexually Oriented Adult Establishment Employee Registration	\$15.00	\$20.00
Parade	no fee established	
Processing Fees		
- Fingerprint	\$10.00	\$12.00
- Quick Background Checks (employees of local businesses)	\$1.00	\$2.00
- Report Copying	\$.25/page	\$.25/page
- CD Copy	\$5.00	\$5.00

PUBLIC WORKS FEES

PERMIT	2016 FEE	2017 FEE
Excavation Permit		
Small Utility Project Permit	\$60.00	\$65.00
Medium Utility Project Permit	\$115.00	\$120.00
Large Utility Project Permit	\$175.00	\$185.00
Very Large Utility Project Permit	Actual costs	Actual costs
Excavation in ROW Outside of Street Area	\$60.00	\$65.00
Boring within Street ROW-Servicing One Property & Sewer is Located Behind Curb	\$60.00	\$65.00
Boring within Street ROW	\$435.00	\$455.00
Road/Street Open-Cut Excavation within Street Pavement Area	\$865.00	\$910.00
Curb Cut	\$25.00	\$30.00
Concrete Workers License	\$40.00	\$45.00
Special Brush Pick-up Minimum	\$35.00	\$40.00
Special Rubbish Pick-up Minimum	\$35.00	\$40.00
Small Garbage Container	\$35.00	\$40.00
Large Garbage Container	\$105.00	\$110.00
Small Recycle Container	\$80.00	\$85.00
Large Recycle Container	\$90.00	\$95.00
Salt per Ton	\$65.00	\$70.00
Salt Brine per Gallon	\$0.21	\$0.22
Overflow Tags	\$2.00	\$2.00
**Sidewalk Snow Removal Fee	\$0.92/LF	\$0.92/LF
**Sidewalk Compact Snow Removal Fee	\$1.44/LF	\$1.44/LF
Grade Setting Permit	\$35.00	\$40.00
Private Well Permit (5 year permit)		
New	\$525.00	\$550.00
Renewal	\$225.00	\$250.00
Water Development Charges	Set by ordinance per CBCWA	

PUBLIC WORKS FEES

PERMIT	2016 FEE	2017 FEE
Post Construction runoff	no fee established	no fee established

** Rates approved by Board of Public Works annually on or before November 1st

RESOLUTION #16-126

REGARDING DE PERE PARKS, RECREATION AND FORESTRY
RECREATION PROGRAMS, SWIMMING POOL AND
COMMUNITY CENTER FEES 2017

WHEREAS, the Common Council wishes to establish revised fees for services described herein.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the attached revised fees for such services as are to be provided by the De Pere Parks, Recreation and Forestry Department in 2017.

BE IT FURTHER RESOLVED THAT:

Such fees established hereunder shall be effective January 1, 2017.

BE IT FURTHER RESOLVED THAT:

All City officers, officials, 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 20th day of December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes ____

Nays ____

Attachment: Reso16-126 (5371 : Consideration of the following Fees for 2017.)

**De Pere Community Center
Fees 2016 - 2017**

Room Reservations

	Current Resident Fee	Resident for 2017	Current Non- Resident	Non-Resident for 2017	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2017
Large Activity Rooms with Kitchens/Four Hour Rental	\$150.00	\$150.00	\$180.00	\$180.00		
Large Activity Rooms with Kitchens Full Day Rental	\$230.00	\$230.00	\$280.00	\$280.00		
Meeting Rooms/Four Hour Rental	\$70.00	\$70.00	\$95.00	\$95.00		
Meeting Rooms/Full Day Rental	\$100.00	\$100.00	\$125.00	\$125.00		
Meeting Rooms/Additional Hours					\$20.00/hr	\$20.00/hr
Large Activity Rooms/Additional Hours					\$35.00/hr	\$35.00/hr
Set up/Clean up Fee Per Hour					\$60.00	\$60.00
Call In Fee Per Time					\$40.00	\$40.00
Reservation Cancellation Fee Per Time					\$30.00	\$30.00
Security Deposit					Match Rental Fee	
Security Deposit for Non-Profit or Youth Organizations Flat Rate					N/A	N/A
Birthday Parties (\$100 minimum)					\$15.00/child	\$15.00/child

Storage Bins/Cabinets/Audio-Visual Equipment

	Current Resident Fee	Resident for 2017	Current Non- Resident	Non-Resident for 2017	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2017
Storage Bins 6 month minimum					\$70.00	\$74.00
Storage Bins Per Year					\$140.00	\$148.00
Bins Per Month					\$10.00	\$11.00
TV, VCR, DVD Player (Per Unit)					\$13.00	\$14.00
35mm Slide Projector (Per Unit)					\$13.00	\$14.00
Overhead Projector (Per Unit)					\$13.00	\$14.00
Cordless Microphone (Per Unit)					\$13.00	\$14.00
Conference Phone (Per Unit)					\$13.00	\$14.00
LCD Projector/digital Presenter (Per Unit)					\$30.00	\$32.00

**De Pere Community Center
Fees 2016 - 2017**

Contracted Rental Agreements						
	Current Fee	Fee 2017				
Brown County Per Month	\$236.00	\$236.00				
NWTC/Class/Rental for Rooms	N/A	N/A				
NWTC/Class/Rental for Kitchens	N/A	N/A				

Community Center Recreation Programs - YOUTH PROGRAMS						
	Current Resident Fee	Resident for 2017	Current Non- Resident	Non-Resident for 2017	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2017
Program Cancellation Fee					\$8.00	\$7 per class/registrant
Lego Engineering/Advanced Lego Engineering	\$70.00	\$70.00	\$85.00	\$85.00		
Legos for Littles	\$51.00	\$51.00	\$66.00	\$66.00		
Movie and A	\$13.00	\$13.00	\$26.00	\$26.00		
Holiday Workshops	\$13.00	\$13.00	\$26.00	\$26.00		
Holiday Treats Galore	\$13.00	\$13.00	\$26.00	\$26.00		
Kool-Aid & Canvas	N/A	\$25.00	N/A	\$40.00		
Oodles of Art	N/A	\$40.00	N/A	\$55.00		
Mini Camps	N/A	\$22.00	N/A	\$37.00		
Learning Tree Adventures	\$132.00	\$135.00	\$147.00	\$150.00		
Kamp Kinder Adventure	\$53.00	\$55.00	\$68.00	\$70.00		
Sports'tacular	N/A	\$28.00	N/A	\$43.00		
Art Expressions	\$40.00	\$40.00	\$55.00	\$55.00		
Music & Movement	N/A	\$21.00	N/A	\$36.00		
Monkey Tales & Trails	N/A	\$21.00	N/A	\$36.00		
Terrific Tots - Adventure in Exercise	\$40.00	\$40.00	\$55.00	\$55.00		
Tumblebees (8 weeks)	\$27.00	\$28.00	\$42.00	\$43.00		
Tumblebees (10 weeks)	\$39.00	\$40.00	\$54.00	\$55.00		
Tiny Tumblers (8 weeks)	\$27.00	\$28.00	\$42.00	\$43.00		
Tiny Tumblers (12 weeks)	\$46.00	\$48.00	\$61.00	\$63.00		
Tumbling (12 weeks)	\$46.00	\$48.00	\$61.00	\$63.00		
Little Yogis	\$26.00	\$27.00	\$41.00	\$42.00		

Attachment: 2107 Fees - Community Center (5371 : Consideration of the following Fees for 2017.)

**De Pere Community Center
Fees 2016 - 2017**

Community Center Recreation Programs - YOUTH PROGRAMS cont'd						
	Current Resident Fee	Resident for 2017	Current Non- Resident	Non-Resident for 2017	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2017
Dance with Ribbons Camp	\$13.00	\$14.00	\$26.00	\$28.00		
Baton Twirling Clinic	\$23.00	\$18.00	\$38.00	\$33.00		
Twirl Team	\$136.00	\$140.00	\$151.00	\$155.00		
Spring Pom Clinic	\$14.00	\$15.00	\$28.00	\$30.00		
Summer Pom Clinic	\$32.00	\$32.00	\$47.00	\$47.00		
Pom & Dance	\$110.00	\$115.00	\$125.00	\$130.00		
Intro to Dance	\$30.00	\$32.00	\$45.00	\$47.00		
Youth Dance - 45 Min.	\$143.00	\$145.00	\$158.00	\$160.00		
Youth Dance - 30 Min.	\$119.00	\$120.00	\$134.00	\$135.00		
ABC, 123 Dance with Me	\$28.00	\$30.00	\$43.00	\$45.00		
Summer Dance Pre-Ballet (3-4 yrs)	\$27.00	\$28.00	\$42.00	\$43.00		
Summer Dance Tap/Ballet/Hip Hop/Jazz	\$34.00	\$35.00	\$49.00	\$50.00		
Youth Rec Night Day Pass	\$3.75	\$3.75	\$5.75	\$5.75		
Youth Rec Night Season Pass	\$25.00	\$25.00	\$40.00	\$40.00		
Little Ninjas	\$19.00	\$20.00	\$34.00	\$35.00		
Tennis Lessons - Youth	\$27.00	\$28.00	\$42.00	\$43.00		
Youth Tennis Tournament (dbl elim)	\$12/singles	\$12/singles	\$16/doubles	\$16/doubles		
Youth Tennis 10 and Under	\$20.00	\$21.00	\$35.00	\$36.00		
Youth Flag Football League	\$39.00	\$41.00	\$54.00	\$56.00		
Pee Wee Flag Football	\$25.00	\$26.00	\$40.00	\$41.00		
Parkour	\$35.00	\$37.00	\$50.00	\$52.00		

**De Pere Community Center
Fees 2016 - 2017**

Adult/Senior Programs							
	Current Resident Fee	Resident for 2017	Current Non-Resident	Non-Resident for 2017	Current Resident Senior Citizen	Resident Senior Citizen 2017	
Watercolor Group	N/A	\$14.00	N/A	N/A	N/A	N/A	
Painter's Paradise	N/A	\$14.00	N/A	N/A	N/A	N/A	
Adult Coloring	N/A	\$8.00	N/A	N/A	N/A	N/A	
Art Workshops	\$13.00	\$14.00	\$26.00	\$28.00	\$10.00	\$11.00	
Sewing	\$46.00	\$42.00	\$62.00	\$57.00	\$35.00	\$32.00	
Stained Glass	\$46.00	\$46.00	\$62.00	\$61.00	\$35.00	\$35.00	
Studio Oil Paint	\$73.00	\$73.00	\$88.00	\$88.00	\$55.00	\$55.00	
Social Dance - Ballroom (10 weeks)	\$40.00	\$40.00	\$55.00	\$55.00	\$30.00	\$32.00	
Social Dance - Semi-Private (5 weeks)	\$37.00	\$38.00	\$52.00	\$53.00	\$28.00	\$29.00	
Tennis	\$27.00	\$28.00	\$42.00	\$43.00	N/A	\$21.00	
Yoga (7 weeks)	\$38.00	\$40.00	\$53.00	\$55.00	\$29.00	\$30.00	
Yoga (6 weeks)	\$33.00	\$35.00	\$48.00	\$50.00	\$25.00	\$27.00	
Chair Flow Yoga (changed to 45 min. classes)	\$40.00	\$35.00	\$55.00	\$50.00	\$30.00	\$27.00	
PiYo Core (7 weeks)	N/A	\$35.00	N/A	\$50.00	N/A	\$27.00	
PiYo Core (6 weeks)	N/A	\$31.00	N/A	\$46.00	N/A	\$24.00	
20/20/20 (7 weeks)	\$40.00	\$40.00	\$55.00	\$55.00	\$30.00	\$30.00	
20/20/20 (6 weeks)	\$35.00	\$35.00	\$50.00	\$50.00	\$26.00	\$26.00	
Zumba/Zumba Gold (6 weeks)	\$24.00	\$25.00	\$39.00	\$40.00	\$18.00	\$19.00	
Zumba/Zumba Gold (7 weeks)	\$26.00	\$27.00	\$41.00	\$42.00	\$20.00	\$21.00	
Tai Chi	\$21.00	\$22.00	\$36.00	\$37.00	\$16.00	\$17.00	
Luncheon Bingos	N/A	\$7.00	N/A	\$7.00	N/A	N/A	
Senior Picnic	\$3.00	\$3.00	\$3.00	\$3.00	N/A	N/A	
Cribbage Tournament	N/A	N/A					

Attachment: 2107 Fees - Community Center (5371 : Consideration of the following Fees for 2017.)

**De Pere Community Center
Fees 2016 - 2017**

Kidz Zone						
	Current Resident Fee	Resident for 2017	Current Non- Resident	Non-Resident for 2017	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2017
Registration Fee					\$25.00	\$30.00
Cancellation Fee 2 week notice (retain fee for 2 weeks)						
Early Release Days Per Participant					\$15.00	\$15.00
All Fees for Kidz Zone are per participant/per week						
Full Time (4-5 days a week) Before School					\$40.00	\$40.00
Full Time (4-5 days a week) After School					\$46.00	\$46.00
Full Time (4-5 days a week) Before & After School					\$78.00	\$78.00
Part-Time (3 days or less a week) Before School					\$26.00	\$26.00
Part-Time (3 days or less a week) After School					\$33.00	\$33.00
Part-Time (3 days or less a week) Before & After School					\$58.00	\$58.00
Kid's Day Camps	\$30.00	\$30.00	\$45.00	\$45.00		

**De Pere Community Center
Fees 2016 - 2017**

Summer Camp						
	Current Resident Fee	Resident for 2017	Current Non-Resident	Non-Resident for 2017	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2017
Registration Fee Per Participant					\$25.00	\$30.00
Cancellation Fee for one week/Per Participant (with 2 week notice)					\$35.00	\$35.00
Cancellation Fee for all additional weeks/Per Participant (with 2 week notice)					\$58.00	\$58.00
Weekly Camp Fee	\$138.00	\$138.00	\$153.00	\$153.00		
Half Day/4th of July Week	\$115.00	\$115.00	\$130.00	\$130.00		

Summer Playgrounds						
					Current Resident/Non Resident Fee	Resident/Non Resident Fee 2017
Playground Program					\$15.00	\$16.00
Ice Cream Socials					N/A	N/A
Youth Night Swims					\$3.75	\$3.50
Summer Carnival					N/A	N/A

Family Programs						
	Current Resident Fee	Resident for 2017	Current Non-Resident	Non-Resident for 2017	Current Resident Senior Fee	Senior Resident Fee 2017
Tae Kwon Do	\$26.00	\$27.00	\$41.00	\$42.00	\$20.00	\$21.00
Tennis League	\$19.00	\$20.00	\$34.00	\$35.00	\$14.00	\$15.00
Hoop and More for Your Core	\$26.00	\$27.00	\$41.00	\$42.00	\$20.00	\$21.00
Family Yoga	N/A	\$27.00	N/A	\$42.00	N/A	\$21.00
Pen & Ink Workshop	\$15.00	\$15.00	\$30.00	\$30.00	\$12.00	\$12.00
Canvas & Company	\$25.00	\$25.00	\$40.00	\$40.00	\$22.00	\$22.00
Indoor Miniature Garden	N/A	\$10.00	N/A	\$20.00	N/A	\$8.00

**De Pere Park, Recreation and Forestry
Recreation Programs and Swimming Pools**

2017 Increase fee 5% as per budget

Adult Leagues

	Resident	Non-Resident	Team Fee
Kickball	\$20.00	\$40.00	\$130.00
Softball-Summer	\$37.00	\$57.00	\$230.00
Softball-Fall	\$20.00	\$40.00	\$130.00
Basketball	\$37.00	\$57.00	\$230.00

Syble Hopp Aquatics

	Resident	Non-Resident	R-Senior Citizen (25% discount off Resident Fee)
Baby and Me Swim Lessons	\$21.00	\$36.00	N/A
Water Aerobics - Syble Hopp	\$19.00	\$34.00	\$15

Summer Pools

General Admission Tickets		Resident	Non-Resident	R-Senior Citizen (25% discount off Resident Fee)
	Baby Pool	\$1.50	\$2.75	N/A
	Single	\$4.00	\$7.00	N/A
	Family	\$12.50	\$18.50	N/A
	Lap Swim One time	\$3.00	\$5.00	N/A

Family Swim

	Baby Pool	\$0.75	\$1.25	N/A
	Single	\$2.00	\$3.00	N/A
	Family	\$6.25	\$9.25	N/A

Pre-Season Swim Passes

	Baby	\$20.00	\$40.00	N/A
	Single	\$50.00	\$70.00	N/A
	Senior	\$40.00	N/A	N/A
	Family	\$75.00	\$95.00	N/A
	Caregiver	\$22.00	\$42.00	N/A
	Lap Swim	\$35.00	\$55.00	\$27.00

In-Season Swim Passes

	Baby	\$45.00	\$45.00	N/A
	Single	\$75.00	\$75.00	N/A
	Senior	\$45.00	\$45.00	N/A
	Family	\$100.00	\$100.00	N/A
	Caregiver	\$47.00	\$47.00	N/A
	Lap Swim	\$60.00	\$60.00	\$31.00

Water Fitness Classes

	Shallow Water Aerobics (3 week sessions)	\$35.00	\$50.00	\$27
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Swim Lessons

	Swim Lessons (3 week)	\$35.00	\$50.00	N/A
	9-Week Swim Lessons	\$26.00	\$41.00	N/A

Private Lessons

	4- 30 minute lessons	\$70.00	\$85.00	\$53
	8- 30 minute lessons	\$135.00	\$150.00	\$102

Pool Rental Fee Schedule				
Number of Patrons	1 hour rental	2 hour rental	3 hour rental	4 hour rental
1-60	\$140.00	\$200.00	\$260.00	\$320.00
61-136	\$170.00	\$245.00	\$320.00	\$395.00
137-236	\$200.00	\$290.00	\$380.00	\$470.00
237-336	\$230.00	\$340.00	\$450.00	\$560.00
*Non-residents add \$50 to rental cost.				

Other Park, Recreation and Forestry Fees

	Resident	Non-Resident	R-Senior Citizen (25% discount off Resident Fee)
Softball Field Reservations/Day Permits	\$34.00	\$34.00	N/A
Softball Light Usage	\$22.00	\$22.00	N/A
Base Rental (deposit only)	\$20.00	\$20.00	N/A

Parks and Facilities Rental Fees

	Non-Revenue Generation Organizations and De Pere Service Groups	Any Revenue Generating Organizations
Softball/Baseball Fields (per field)	\$60/day with lights	\$120/day; +\$25 for lights
Soccer/Football Fields (per field)	\$35/day with lights	\$57/day; +\$25 for lights
Tennis Courts (battery of 3 courts)	\$30/day	\$120/day
Boat Launches (ramps open to public)	\$60/day	\$120/day
Parks (only Fairgrounds, Legion, VFW & Voyageur Parks)	\$180/day; shelters extra	\$360/day; shelters extra

RESOLUTION #16-127

REGARDING RESCUE SERVICE FEES

WHEREAS, the City of De Pere provides emergency rescue and life support services both to its residents and by contract with neighboring municipalities; and

WHEREAS, the City currently exacts a fee for rescue services, which is far less than the actual cost of providing the emergency services, most particularly in the case of non-resident users of the service.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council establishes the following fees for rescue services:

PROCEDURE	CURRENT RATES		PROPOSED 2017 RATES	
	Resident	Non-Resident	Resident	Non-Resident
BLS Base Rate	\$575	\$780	\$590	\$780
ALS Base Rate	\$675	\$825	\$710	\$838
ALS2 Base Rate	\$725	\$900	\$870	\$1,000
BLS on Scene Care (No transport)	\$125		\$255	
ALS on Scene Care (No transport)	\$275		\$485	
Mileage (per loaded mile)	\$16		\$16	
Extrication (this includes Jaws of Life, disentanglement of persons from tools or equipment (including airbags), water/ice rescues and other services where people are removed from places or pieces of equipment through the use of rescue measures.	\$500		\$500	
12-Lead Monitoring	\$100		\$100	
CPAP	\$60		\$60	
Disposable Bag/Mask	\$30		\$30	
EKG Disposables	\$55		\$55	
Intraosseous Line	\$250		\$250	
Intubation	\$75		\$75	
IV Start Kits	\$65		\$65	
Oxygen	\$25		\$25	
Pacing Pads	\$100		\$100	
Spinal Immobilization	\$25		\$25	

Resolution #16-127

Page 2 of 2

Ambulance Standby	\$125/hr.	\$125/hr.
EMS Standby – Non-Ambulance	\$35/hr.	\$35/hr.

BE IT FURTHER RESOLVED THAT:

All fees established hereunder shall be effective January 1, 2017.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin this 20th day of December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays :_____

Attachment: Reso16-127 (5371 : Consideration of the following Fees for 2017.)

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

MEETING DATE: December 20, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #16-128, Authorizing Agreement for Services Between CaremarkPCS Health, LLC, WisconsinRx Cooperative and the City of De Pere (Prescription Services Benefit Agreement).

ATTACHMENTS:

- Reso16-128 (DOCX)
- 2017 Council Recommendation (Final) II going back for contract approval (DOCX)
- City of DePere 2016 PGA (NatCoopRx) v3 01012017 (PDF)

RESOLUTION #16-128

AUTHORIZING AGREEMENT FOR SERVICES BETWEEN CAREMARKPCS
HEALTH, LLC, WISCONSINRX COOPERATIVE AND THE CITY OF DE PERE
(Prescription Services Benefit Agreement)

WHEREAS, the City of De Pere is interested in retaining prescription benefit management providers in accordance with City's medical insurance plan; and

WHEREAS, CaremarkPCS, Health, LLC, and WisconsinRx Cooperative have available and offer to provide personnel necessary to accomplish such services as required in connection with the City's medical insurance and prescription benefit plans; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Coalition Master Prescription Benefit Services Agreement and related Participating Group Addendum between CaremarkPCS Health, LLC, WisconsinRx Cooperative and the City of De Pere, as are attached hereto, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Consideration of 2017 Benefit Renewal and Plan Design Changes
 Date: August 9, 2016

Note: In August of this year the Finance/Personnel Committee and City Council approved changing administrators that the City uses for various benefit plans. We have been actively working with the new administrators to get things in place for January 1st. Now that the implementation process is near complete, there are two groups (UMR-3rd Party Medical Administrator & CVS/Caremark-Pharmacy Administrator) which require formal agreements to be signed. Please see attached. The contract with Bellin Health to conduct Health Assessments was approved earlier this year.

The below changes were previously approved in August. (Note-We ended up being able to reduce medical premiums by 5% which was approved as part of the 2017 budget). I am asking for your approval to approve the two agreements.

Employee Benefits

We want to make sure that the benefit plans we offer employees provide high quality, great service and are financially sustainable. We have been working the last 6 months preparing for the 2017 plan renewal. The review process included a market-based approach including plans, plan design and insurance carriers. We went out for market for most benefits offered by the City.

Market Changes

The largest market disruption we saw this year was in the insurance carrier market. The market saw our long-time self-funded health and dental insurance carrier Humana, acquired by Aetna. This change in the landscape really encouraged us to thoroughly look at the entire market for administrators.

In our evaluation of self-funded administrators we analyzed a few factors, those being: service levels, fee structure and provider network. Our evaluation of the market included a look at WPS/Arise, WEA/Cypress (through the League of WI Municipalities), Anthem Blue Cross, Blue Shield and UMR (a UnitedHealthcare company). We found that moving our plans to a new administrator would give us a 99% match rate on providers, with significant claims cost savings (approximately \$133,000) to the plan.

Effective 1/1/2017, we are recommending moving the administration of our self-funded health plan from Humana to UMR. We are also recommending moving the Pharmacy benefit program to CVS/Caremark with Wisconsin RX collaborative (aka National Cooperative Rx), and placing our stop loss with a UMR preferred vendor as we are able to closer to renewal. By changing pharmacy carriers, the anticipated savings is \$165,000. We also anticipate a savings moving stop loss carriers.

Medical Plan Design Changes

As we have done in the last few years, we are recommending some changes to the plan design that bring our plan in line with industry standards. There is a requirement to access the UMR Choice Plus network that in/out of network must have at least a \$250 differential. Therefore, the out-of-network deductible would be increased by that amount. The other recommended plan changes are:

Medical Benefit	City of De Pere Current	Industry Standard
Deductible	Deductibles reduce each other (par/non-par)	Deductibles do not reduce each other
Out of Pocket	Out of Pockets reduce each other (par/non-par)	Out of Pockets do not reduce each other
Supplemental Accident Benefit	\$300	No Supplemental Accident Benefit
Skilled Nursing Facility and Physician	100%	Deductible and Coinsurance

Hospice	100%	Deductible and Coinsurance
TMJ	Not Covered (Current coverage under Dental plan)	Deductible and Coinsurance (up to \$1,250 max)
Vision Therapy	Covered	Not Covered
Therapy Visits	Unlimited	60 or 100 visit combined limit
Dental Implants	Coverage under the Medical Plan	Not Covered (Standard is to cover under Dental plan)
Eye Exams	Covered In-Network and Out-of-Network	Covered In-Network only

Medical Renewal Rates

Based on the above recommended plan design changes and the change in administrators, our plan is currently sustainable and we see no reason to change the rate structure of our health insurance plan. The medical trend is currently 8.5%. The rates would continue to be:

	Current - Renewal
Single	\$773.74
EE+1	\$1,440.08
Family	\$2,361.96
Retiree Single under 65	\$1,021.34
Retiree EE+1 under 65	\$1,900.91
Retiree Family under 65	\$3,117.79
Medicare Single over 65	\$696.37
Medicare Two over 65	\$1,392.74
Medicare one over one under 65	\$1,717.71

Dental Insurance

We are further recommending changes to the self-insured dental plan design to bring the plan to industry standards, and recommending staying with the current carrier, Humana. The overall recommended increase to our dental funding is approximately 3.6%. The dental trend is currently 4.5%.

<u>Dental Benefit</u>	<u>City of De Pere Current</u>	<u>Industry Standard</u>
Plan	Indemnity	Passive PPO
Preventative Services	Tracks towards Annual Maximum	Does not track towards Annual Maximum
Maximum	\$1,250 Maximum	Add Extended Maximum (30% coverage)
Coordination of Benefits	100%	Normally Liability
Dental Implants	Not Covered (current coverage under Medical plan)	Covered under Major Services in Dental Plan
TMJ	80% Basic	Covered under Medical Plan
Ortho	No Age Limit	To Age 19
Evidence Based Integrated Care (EBIC)	Not Included	Included
Sealants	To Age 15 – Limited to one (1) per tooth per lifetime and only on the occlusal surface of permanent molars which are free of decay and restoration	Cover sealants on molars to age 19

Dental Renewal Rates

<u>Current</u>	<u>2017 Renewal</u>	<u>Dental Associates</u>
Single - \$ 41.26	Single – \$42.75	Single - \$34.94
Family - \$125.44	Family - \$129.96	Family - \$99.71

Life and LTD

The market analysis for our current Life and Long Term Disability offering show that our plans are comprehensive and competitive.

Wellness

One of the best ways we can be pro-active in managing the benefit plans is by educating employees about managing their own personal health. This year we recommend implementing participation based Health Assessments (HAs) with a biometric screening. These basic health screenings will help members engage in their health and understand their overall status and risks. Individuals who choose to participate will receive a personalized report identifying their overall health status with individual score. The City will receive an Executive Summary which does NOT provide any personal health data. The Executive Summary will help us understand the overall risks of our members and be used to create wellness initiatives that address the overall risks.

What are Health Assessments?

The Health Assessment (HA) includes three components:

- **Health Questionnaire:** To be filled out by the participant and when combined with the biometrics, provides a personal health report for their review.
- **Biometric Session:** On-site fasting blood draw, blood pressure, height and weight measurements. This combined with the questionnaire provides a snapshot of participant's overall health. Off-site facilities will also be offered by the provider.
- **Feedback Session:** Face to face or telephonic review of the participant's results. Individuals will be educated on the meaning of the results and may need to seek additional care based on results. These confidential feedback assessment sessions will be conducted by professional RN/Health Coaches in either a private room onsite at the City or telephonically, if desired.

Employees enrolled in the health plan currently receive dollars in their Health Reimbursement Account (HRA) every January 1st. Health Assessments (HA's) are not required for members to be eligible for the health plan, but are encouraged as the funding of the health reimbursement account (HRA) will be affected by participation. The 2017 Health reimbursement dollars will be reduced by 50% but can be earned back by employees and spouses completing a Health Assessment (HA) in 2016. The total amount contributed to the HRA will then equal the same amount received in the past. Please note: The HRA dollars can be earned back by simply completing the Health Assessment (HA). The dollars contributed to employees HRA accounts will not be based on a participant's Health Assessment (HA) score.

Effective January 1, 2018, employees/spouses must have completed a wellness certificate in 2017 which demonstrates compliance with preventative screenings in addition to the Health Assessment (HA) in order to receive the additional HRA dollars. The preventative screenings include a complete physical and age appropriate screening such as breast, cervical and colorectal screenings (frequency for the medical exams/screenings would be determined by the member's physician). In addition, employees/spouses must complete a preventative dental exam and cleaning one time per year. The wellness certificate portion would be delayed the first year as we understand it sometimes can take 6+ months to get an appointment for a physical. As we are self-insured, preventative care is paramount to early detection which therefore reduces costs.

After a market review, we are recommending utilizing Bellin Health for the biometric screenings which uses Healics for their HA tool. The cost is approximately \$17,128 per year to conduct the HA's. We would also like to budget for optional/additional health coaching for participant's to work with nurses towards achieving their goals. The budget amount being proposed is \$5,200 per year. All funding would come directly from the health cash account. This account is running at approximately 70% loss ratio. Due to how well our plan is performing, these costs can be absorbed while maintaining a 0% increase to the fund for 2017.

Flexible Spending Account (FSA)/Health Reimbursement Account (HRA)/COBRA

Currently we utilize Benefit Advantage as the administrator for our FSA/HRA/COBRA programs. During the past year we have experienced significant service issues/concerns with Benefit Advantage due to system changes and their interface with our employees. This led us to the opinion that we needed to do a market analysis to consider our options.

Our market analysis identified EBC as a potential replacement for Benefit Advantage. In 2014, we had considered EBC due to potential financial savings, but determined that the minor savings did not outweigh the quality of services that Benefit Advantage had provided. With the service decline from Benefit Advantage, we believe that we will not only experience minor savings by transitioning to EBC, but their service to employees will also be superior.

NEW Voluntary Vision Benefit

In partnering with the Benefit/Wellness Advisory team, we hear from our employees that they would like a voluntary vision benefit offering. We will be partnering with UHC to make an offer of coverage for vision benefits. This benefit is voluntary and the entire cost of monthly premium will be paid by the employee, via payroll deduction.

Member Communication

Our rollout of 2017 benefit plans will include in-person employee meetings to educate employees and spouses on the plan changes. The meetings will be videotaped for those not able to attend the meetings.

All of the above recommendations were discussed with the Benefit/Wellness Advisory team and the team supports the recommended changes.

Please contact me at 339-4045 if you have questions prior to the meeting.

Participating Group Addendum

Participating Group Name: CITY OF DE PERE

Participating Group Address: 335 S Broadway
De Pere, WI 54115

Contact Person: _____

Participating Group Effective Date: January 1, 2017

This Addendum (“**Participating Group Addendum**”) supplements the Coalition Master Prescription Benefit Services Agreement effective January 1, 2014 (“**Master Agreement**”), as amended, between CaremarkPCS Health, L.L.C., a Delaware limited liability company (“**CVS/caremark**”), and WisconsinRx Cooperative (d/b/a WisconsinRx and d/b/a National CooperativeRx) a Wisconsin Cooperative (“**WisconsinRx**”), on its own behalf and on behalf of the Participating Group. All capitalized terms used in this Participating Group Addendum shall have the meaning set forth in the Master Agreement.

1. The undersigned Participating Group (“**Participating Group**”) is, and shall remain, a cooperative member of WisconsinRx during the Term. Participating Group has reviewed the Master Agreement and desires that CVS/caremark provide to it the products and Services described in the Master Agreement on the terms and conditions set forth in the Master Agreement, as amended from time to time, and this Participating Group Addendum. By signing this Participating Group Addendum, Participating Group agrees to the terms and conditions of the Master Agreement, including the Exhibits attached thereto and any subsequent amendments to the Master Agreement which may be entered into between WisconsinRx and CVS/caremark, and this Participating Group Addendum.
2. CVS/caremark agrees to provide Services to the undersigned Participating Group under the same terms and conditions set forth in the Master Agreement, including any amendments or other applicable written agreements which may be entered in writing between WisconsinRx and CVS/caremark during the Term, as applicable. This Participating Group Addendum shall terminate automatically upon termination of the Master Agreement, except as otherwise set forth in Section 6.10 of the Master Agreement, consistent with the terms of the Master Agreement.
3. Participating Group elects the pricing options and optional Services as further described in the Master Agreement, as reflected in the PDD documents approved by Participating Group:

Retail Network (Select one):

- ☒ **Retail - National Network**
- ☐ **Retail - CareChoice Network**
- ☐ **Advanced Choice Network**

Formularies (Select those that apply):

- ☒ Aligned Formulary With Exclusions (Opt In)
- ☐ Aligned Formulary Without Exclusions (Opt Out)
- ☐ Advanced Control Formulary (Includes Advanced Control Specialty Formulary)
- ☒ Advanced Control Specialty Formulary

Specialty Medications (Select those that apply):

Note: Advanced Control Specialty Formulary is not offered with the PDPD Program.)

Specialty pricing will be included in a Specialty Drug List – See Attachment 1 to Exhibit A in Master Agreement.

- ☐ Open Specialty Arrangement
- ☒ Exclusive Specialty Arrangement
- ☐ Open Specialty Arrangement with PDPD Program
- ☐ Exclusive Specialty Arrangement with PDPD Program

Select only one of the following 90-day network options, if any:**Maintenance Choice Program**

- ☐ Maintenance Choice Program – Mandatory/Incentivized Option available to Plan Participants
- ☒ Maintenance Choice Program – Voluntary Option available to Plan Participants
- ☐ Maintenance Choice Program – Opt-Out Option available to Plan Participants
- ☐ **Extended Day Supply (EDS) – 90**

Optional Services, if any, as further described in the Master Agreement:

- ☐ **Generic Step Therapy Program**
 - ☐ High Performance Generic Step Therapy
 - ☐ Traditional Generic Step Therapy

4. Market Check. Participating Group delegates the authority to negotiate the market check pricing terms applicable to Participating Group, if any, to WisconsinRx. Once the revised pricing terms are agreed upon by the WisconsinRx and CVS/caremark, WisconsinRx shall advise Participating Group of the revised pricing in advance of the effective date of such revised pricing.

5. If WisconsinRx receives information pertaining to assignment of CVS/caremark to any subsidiary, affiliate or other entity, WisconsinRx agrees to notify Participating Group of such assignment.

6. This Participating Group Addendum, together with the Master Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior understandings, agreements, contracts or arrangements between the parties, whether oral or written.
7. This Participating Group Addendum shall be effective as of January 1, 2017 through December 31, 2018.

CITY OF DE PERE

By: _____

Print Name: _____

Title: _____

Date: _____

AUTHENTICATION

WisconsinRx signs below to certify that this Participating Group Addendum is entered into under and in accordance with the provisions of the Master Agreement, and is approved by it in form and substance. No amendments or other modifications to this Participating Group Addendum are effective until WisconsinRx has reviewed such modifications and approved them in a written amendment to this Participating Group Addendum.

WISCONSINRX COOPERATIVE

By:

Name: Josh Bindl

Title: CEO

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

MEETING DATE: December 20, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #16-129, Authorizing Agreement for Services Between UMR, Inc. and the City of De Pere (Administrative Services Agreement).

ATTACHMENTS:

- Reso16-129 (DOCX)
- 2017 Council Recommendation (Final) II going back for contract approval (DOCX)
- City of De Pere ASA 1.1.2017_Unsigned (DOC)

RESOLUTION #16-129

AUTHORIZING AGREEMENT FOR SERVICES BETWEEN UMR, INC.
AND THE CITY OF DE PERE
(Administrative Services Agreement)

WHEREAS, the City of De Pere is interested in changing its Third Party Medical Administrator for its medical insurance plan; and

WHEREAS, UMR, Inc. has available and offers to provide personnel necessary to accomplish such services as required in connection with the City's medical insurance plan; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Administrative Services Agreement between UMR, Inc. and the City of De Pere, as is attached hereto, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Consideration of 2017 Benefit Renewal and Plan Design Changes
 Date: August 9, 2016

Note: In August of this year the Finance/Personnel Committee and City Council approved changing administrators that the City uses for various benefit plans. We have been actively working with the new administrators to get things in place for January 1st. Now that the implementation process is near complete, there are two groups (UMR-3rd Party Medical Administrator & CVS/Caremark-Pharmacy Administrator) which require formal agreements to be signed. Please see attached. The contract with Bellin Health to conduct Health Assessments was approved earlier this year.

The below changes were previously approved in August. (Note-We ended up being able to reduce medical premiums by 5% which was approved as part of the 2017 budget). I am asking for your approval to approve the two agreements.

Employee Benefits

We want to make sure that the benefit plans we offer employees provide high quality, great service and are financially sustainable. We have been working the last 6 months preparing for the 2017 plan renewal. The review process included a market-based approach including plans, plan design and insurance carriers. We went out for market for most benefits offered by the City.

Market Changes

The largest market disruption we saw this year was in the insurance carrier market. The market saw our long-time self-funded health and dental insurance carrier Humana, acquired by Aetna. This change in the landscape really encouraged us to thoroughly look at the entire market for administrators.

In our evaluation of self-funded administrators we analyzed a few factors, those being: service levels, fee structure and provider network. Our evaluation of the market included a look at WPS/Arise, WEA/Cypress (through the League of WI Municipalities), Anthem Blue Cross, Blue Shield and UMR (a UnitedHealthcare company). We found that moving our plans to a new administrator would give us a 99% match rate on providers, with significant claims cost savings (approximately \$133,000) to the plan.

Effective 1/1/2017, we are recommending moving the administration of our self-funded health plan from Humana to UMR. We are also recommending moving the Pharmacy benefit program to CVS/Caremark with Wisconsin RX collaborative (aka National Cooperative Rx), and placing our stop loss with a UMR preferred vendor as we are able to closer to renewal. By changing pharmacy carriers, the anticipated savings is \$165,000. We also anticipate a savings moving stop loss carriers.

Medical Plan Design Changes

As we have done in the last few years, we are recommending some changes to the plan design that bring our plan in line with industry standards. There is a requirement to access the UMR Choice Plus network that in/out of network must have at least a \$250 differential. Therefore, the out-of-network deductible would be increased by that amount. The other recommended plan changes are:

Medical Benefit	City of De Pere Current	Industry Standard
Deductible	Deductibles reduce each other (par/non-par)	Deductibles do not reduce each other
Out of Pocket	Out of Pockets reduce each other (par/non-par)	Out of Pockets do not reduce each other
Supplemental Accident Benefit	\$300	No Supplemental Accident Benefit
Skilled Nursing Facility and Physician	100%	Deductible and Coinsurance

Hospice	100%	Deductible and Coinsurance
TMJ	Not Covered (Current coverage under Dental plan)	Deductible and Coinsurance (up to \$1,250 max)
Vision Therapy	Covered	Not Covered
Therapy Visits	Unlimited	60 or 100 visit combined limit
Dental Implants	Coverage under the Medical Plan	Not Covered (Standard is to cover under Dental plan)
Eye Exams	Covered In-Network and Out-of-Network	Covered In-Network only

Medical Renewal Rates

Based on the above recommended plan design changes and the change in administrators, our plan is currently sustainable and we see no reason to change the rate structure of our health insurance plan. The medical trend is currently 8.5%. The rates would continue to be:

	Current - Renewal
Single	\$773.74
EE+1	\$1,440.08
Family	\$2,361.96
Retiree Single under 65	\$1,021.34
Retiree EE+1 under 65	\$1,900.91
Retiree Family under 65	\$3,117.79
Medicare Single over 65	\$696.37
Medicare Two over 65	\$1,392.74
Medicare one over one under 65	\$1,717.71

Dental Insurance

We are further recommending changes to the self-insured dental plan design to bring the plan to industry standards, and recommending staying with the current carrier, Humana. The overall recommended increase to our dental funding is approximately 3.6%. The dental trend is currently 4.5%.

<u>Dental Benefit</u>	<u>City of De Pere Current</u>	<u>Industry Standard</u>
Plan	Indemnity	Passive PPO
Preventative Services	Tracks towards Annual Maximum	Does not track towards Annual Maximum
Maximum	\$1,250 Maximum	Add Extended Maximum (30% coverage)
Coordination of Benefits	100%	Normally Liability
Dental Implants	Not Covered (current coverage under Medical plan)	Covered under Major Services in Dental Plan
TMJ	80% Basic	Covered under Medical Plan
Ortho	No Age Limit	To Age 19
Evidence Based Integrated Care (EBIC)	Not Included	Included
Sealants	To Age 15 – Limited to one (1) per tooth per lifetime and only on the occlusal surface of permanent molars which are free of decay and restoration	Cover sealants on molars to age 19

Dental Renewal Rates

<u>Current</u>	<u>2017 Renewal</u>	<u>Dental Associates</u>
Single - \$ 41.26	Single – \$42.75	Single - \$34.94
Family - \$125.44	Family - \$129.96	Family - \$99.71

Life and LTD

The market analysis for our current Life and Long Term Disability offering show that our plans are comprehensive and competitive.

Wellness

One of the best ways we can be pro-active in managing the benefit plans is by educating employees about managing their own personal health. This year we recommend implementing participation based Health Assessments (HAs) with a biometric screening. These basic health screenings will help members engage in their health and understand their overall status and risks. Individuals who choose to participate will receive a personalized report identifying their overall health status with individual score. The City will receive an Executive Summary which does NOT provide any personal health data. The Executive Summary will help us understand the overall risks of our members and be used to create wellness initiatives that address the overall risks.

What are Health Assessments?

The Health Assessment (HA) includes three components:

- **Health Questionnaire:** To be filled out by the participant and when combined with the biometrics, provides a personal health report for their review.
- **Biometric Session:** On-site fasting blood draw, blood pressure, height and weight measurements. This combined with the questionnaire provides a snapshot of participant's overall health. Off-site facilities will also be offered by the provider.
- **Feedback Session:** Face to face or telephonic review of the participant's results. Individuals will be educated on the meaning of the results and may need to seek additional care based on results. These confidential feedback assessment sessions will be conducted by professional RN/Health Coaches in either a private room onsite at the City or telephonically, if desired.

Employees enrolled in the health plan currently receive dollars in their Health Reimbursement Account (HRA) every January 1st. Health Assessments (HA's) are not required for members to be eligible for the health plan, but are encouraged as the funding of the health reimbursement account (HRA) will be affected by participation. The 2017 Health reimbursement dollars will be reduced by 50% but can be earned back by employees and spouses completing a Health Assessment (HA) in 2016. The total amount contributed to the HRA will then equal the same amount received in the past. Please note: The HRA dollars can be earned back by simply completing the Health Assessment (HA). The dollars contributed to employees HRA accounts will not be based on a participant's Health Assessment (HA) score.

Effective January 1, 2018, employees/spouses must have completed a wellness certificate in 2017 which demonstrates compliance with preventative screenings in addition to the Health Assessment (HA) in order to receive the additional HRA dollars. The preventative screenings include a complete physical and age appropriate screening such as breast, cervical and colorectal screenings (frequency for the medical exams/screenings would be determined by the member's physician). In addition, employees/spouses must complete a preventative dental exam and cleaning one time per year. The wellness certificate portion would be delayed the first year as we understand it sometimes can take 6+ months to get an appointment for a physical. As we are self-insured, preventative care is paramount to early detection which therefore reduces costs.

After a market review, we are recommending utilizing Bellin Health for the biometric screenings which uses Healics for their HA tool. The cost is approximately \$17,128 per year to conduct the HA's. We would also like to budget for optional/additional health coaching for participant's to work with nurses towards achieving their goals. The budget amount being proposed is \$5,200 per year. All funding would come directly from the health cash account. This account is running at approximately 70% loss ratio. Due to how well our plan is performing, these costs can be absorbed while maintaining a 0% increase to the fund for 2017.

Flexible Spending Account (FSA)/Health Reimbursement Account (HRA)/COBRA

Currently we utilize Benefit Advantage as the administrator for our FSA/HRA/COBRA programs. During the past year we have experienced significant service issues/concerns with Benefit Advantage due to system changes and their interface with our employees. This led us to the opinion that we needed to do a market analysis to consider our options.

Our market analysis identified EBC as a potential replacement for Benefit Advantage. In 2014, we had considered EBC due to potential financial savings, but determined that the minor savings did not outweigh the quality of services that Benefit Advantage had provided. With the service decline from Benefit Advantage, we believe that we will not only experience minor savings by transitioning to EBC, but their service to employees will also be superior.

NEW Voluntary Vision Benefit

In partnering with the Benefit/Wellness Advisory team, we hear from our employees that they would like a voluntary vision benefit offering. We will be partnering with UHC to make an offer of coverage for vision benefits. This benefit is voluntary and the entire cost of monthly premium will be paid by the employee, via payroll deduction.

Member Communication

Our rollout of 2017 benefit plans will include in-person employee meetings to educate employees and spouses on the plan changes. The meetings will be videotaped for those not able to attend the meetings.

All of the above recommendations were discussed with the Benefit/Wellness Advisory team and the team supports the recommended changes.

Please contact me at 339-4045 if you have questions prior to the meeting.

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") between UMR, Inc. ("UMR" in this Agreement) and City of De Pere ("Customer" in this Agreement) is effective January 1, 2017 ("Effective Date"). This Agreement covers the services UMR is providing to Customer, either directly or in conjunction with one of UMR's affiliates, for use with Customer's Self-Funded employee benefit plan and apply to claims for Plan benefits that are incurred on or after the Effective Date.

UMR, Inc. identifies this arrangement as Contract No.: 76-412574

By signing below, each party agrees to the terms of this Agreement.

City of De Pere
333 S Broadway
De Pere, WI 54115

UMR, Inc.
5151 Pfeiffer Road
Cincinnati, OH 45242

By: _____

By: _____

Authorized Signature

Authorized Signature

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

ASA 2Q 2016

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Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

Bank Account: Bank Account maintained for the payment of Plan benefits, expenses, fees and other Customer financial obligations.

Employee: A current or former employee of Customer or its affiliated employer.

IRC: The United States Internal Revenue Code of 1986, as amended from time to time.

IRS: The United States Internal Revenue Service.

Network: The group of Network Providers UMR makes available to the Plan who have entered into or are governed by contractual arrangements under which they agree to provide health care services to Participants and accept negotiated fees for these services.

Network Provider: The physician, or medical professional or facility which participates in a Network. A provider is only a Network Provider if they are participating in a Network at the time services are rendered to the Plan Participant.

Overpayments: Payments that exceed the amount payable under the Plan. This term does not include overpayments caused by untimely or inaccurate eligibility information.

Participant: Employee or dependent who is covered by the Plan.

PHI: Any information UMR receives or provides on behalf of the Plan which is considered Protected Health Information as the term is defined in the privacy regulations of the Health Insurance Portability and Accountability Act of 1996.

Plan: The plan to which this Agreement applies, but only with respect to those provisions of the plan relating to the Self-Funded health benefits UMR is administering, as described in the Summary Plan Description.

Plan Administrator: The current or succeeding person, committee, partnership, or other entity designated the Plan Administrator who is generally responsible for the Plan's operation.

Proprietary Business Information: Nonpublic information, trade secrets, and other data including, but not limited to, sales and marketing information, management systems, strategic plans and other information about the disclosing party's business, industry, products and services, plans, specifications, operation methods, pricing, costs, techniques, manuals, know-how and other intellectual property, in written, oral, electronic or other tangible form, provided by one party to another or its representative; and all information, documents, technology, products, and services containing or derived from Proprietary Business Information which was or may have been transmitted, given or made available to or viewed by one party or another in the course of the receiving party's relationship. UMR's Proprietary Business Information shall include, but not be limited to, discounts and other financial provisions related to UMR's contracted healthcare providers and claims data from which those financial provisions can be derived and financial provisions related to prescription drug products covered under the medical benefit. This information is collectively known as "UMR's Financial PBI".

Rebate: Any discount, price concession or other direct or indirect remuneration UMR receives from a drug manufacturer under a rebate agreement that is contingent upon and related directly to Participant use of a prescription drug under the Plan's pharmacy benefit or the medical benefit during the Term. Rebate does not include any, discount, price concession, administration fees or other direct or indirect remuneration UMR receives from a drug manufacturer for direct purchase of a prescription drug.

Self-Fund or Self-Funded: Means that Customer, on behalf of the Plan, has the sole responsibility to pay, and provide funds, to pay for all Plan benefits. UMR has no liability or responsibility to provide these funds. This is true even if UMR or its affiliates provides stop loss insurance to Customer.

Summary Plan Description or SPD: The document(s) Customer provides to Plan Participants describing the terms and conditions of coverage offered under the Plan.

Systems: Means the systems UMR owns or makes available to Customer to facilitate the transfer of information in connection with this Agreement.

Tax or Taxes: A charge imposed, assessed or levied by any federal, state, local or other governmental entity.

Term or Term of the Agreement: The period of twelve (12) months commencing on the Effective Date and automatically continuing for additional 12-month periods until the Agreement is terminated.

Following the Effective Date and after Customer has provided three (3) months' worth of funds for the processing of claims and/or the payment of administrative fees, this Agreement is deemed executed by the parties.

Urgent Care Claims: A claim for medical services and supplies which meets ERISA's definition of Urgent Care Claim.

Section 2 – Customer Responsibilities

Section 2.1 Responsibility for the Plan. UMR is not the Plan Administrator of the Plan. Any references in this Agreement to UMR "administering the Plan" are descriptive only and do not confer upon UMR anything beyond certain agreed upon claim administration duties. Except to the extent this Agreement specifically requires UMR to have the fiduciary responsibility for a Plan administrative function, Customer accepts total responsibility for the Plan for purposes of this Agreement including its benefit design, the legal sufficiency and distribution of SPDs, and compliance with any laws that apply to Customer or the Plan, whether or not Customer or someone Customer designates is the Plan Administrator. The Customer represents and warrants that the Plan has the authority to pay fees due under this Agreement from Plan assets.

Section 2.2 Plan Consistent with the Agreement. Customer represents that Plan documents, including the Summary Plan Description as described in Exhibit A – Statement of Work, are consistent with this Agreement. Nevertheless, before distributing any communications describing Plan benefits or provisions to Participants or third parties, Customer will provide UMR with such communications which refer to UMR or UMR's services prior to distributing these materials to Employees or third parties. Customer will amend them if UMR reasonably determines that references to UMR are not accurate, or any Plan provision is not consistent with this Agreement or the services that UMR is providing.

Section 2.3 Plan Changes. Customer must provide UMR with notice of any changes to the Plan and/or Summary Plan Description within a reasonable period of time prior to the effective date of the change to allow UMR to determine if such change will alter the services UMR provides under this Agreement. Any change in the services to be provided by UMR under this Agreement which would be caused by any aforementioned changes must be mutually agreed to in writing prior to implementation of such change. UMR will notify Customer if (i) the change increases UMR's cost of providing services under this Agreement or (ii) UMR is reasonably unable to implement or administer the change. If the parties cannot agree to a new fee within (30) thirty days of the notice of the new fee or if UMR notifies Customer that UMR is unable to reasonably implement or administer the change, UMR shall have no obligation to implement or administer the change, and Customer may terminate this Agreement upon (60) sixty days written notice.

Section 2.4 Affiliated Employers. Customer represents that together Customer and any of its affiliates covered under the Plan make up a single "controlled group" as defined by the IRC. Customer agrees to provide UMR with a list of Customer's affiliates covered under the Plan upon request.

Section 2.5 Information Customer Provides to UMR. Customer will tell UMR which of Customer's Employees, their dependents and/or other persons are Participants. This information must be accurate and provided to UMR in a timely manner. UMR will accept eligibility data from Customer in the format described in Exhibit A – Statement of Work. Customer will notify UMR of any change to this information as soon as reasonably possible.

UMR will be entitled to rely on the most current information in UMR's possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. UMR will not be required to process or reprocess claims, but if UMR agrees to do so, additional fees may apply.

UMR shall be entitled to rely upon any written or oral communication from Customer, its designated employees, agents or authorized representatives.

Section 2.6 Notices to Participants. Customer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before coverage begins. In the event this Agreement is discontinued, Customer will notify all Participants that the services UMR is providing under this Agreement are discontinued.

Section 2.7 Escheat. Customer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 3 – Fees

Section 3.1 Fees. Customer will pay fees to UMR as compensation for the services provided by UMR. In addition to the fees specified in Exhibit B, Customer must also pay UMR any additional fee that is authorized by a provision elsewhere in this Agreement or is otherwise agreed to by the parties.

Section 3.2 Changes in Fees. UMR can change the fees on each Term anniversary (“Renewal Term”). UMR will provide Customer with thirty (30) days prior written notice of the revised fees for subsequent Renewal Terms. Any such fee change will become effective on the later of the first day of the new Renewal Term or thirty (30) days after UMR provides Customer with written notice of the new fees. UMR will provide Customer with a new Exhibit B that will replace the existing Exhibit B for the new Renewal Term.

UMR also can change the fees (i) any time there are changes made to this Agreement or the Plan, which affect the fees, (ii) when there are changes in laws or regulations which affect or are related to the services UMR is providing, or will be required to provide, under this Agreement, including the Taxes and fees noted in Section 5 Taxes And Assessments (iii) if the number of Employees covered by the Plan or any Plan option changes by fifteen percent (15%) or more or (iv) if the average contract size, defined as the total number of enrolled Participants divided by the total number of enrolled Employees, varies by 15% or more from the assumed average contract size set forth in Exhibit B. Any new fee required by such change will be effective as of the date the changes occur, even if that date is retroactive.

If Customer does not agree to any change in fees, Customer may terminate this Agreement upon thirty (30) days written notice after Customer receives written notice of the new fees. Customer must still pay any amounts due for the periods during which the Agreement is in effect.

Section 3.3 Due Dates, Payments, and Penalties. Customer agrees to pay fees to UMR based on the monthly invoice UMR provides. UMR reserves the right to provide Customer with an estimated invoice for the first month of services. The Due Date for payment of the invoiced amounts is on the last day of the month for such billing period. Such invoices are provided on an eligibility-based format, and therefore payment must be made as billed (no adjustments are allowed to the invoice). Adjustments to monthly billing statements for retroactive enrollment or eligibility changes will be performed based on information provided by Customer. Requests for fee adjustment must be made in a timely manner but no more than three (3) months following the date of the change.

Late Payment. If amounts owed are not paid as required when due, Customer will be provided with a notice of default and fifteen (15) days to cure. If Customer does not cure, UMR may terminate this Agreement as provided for in this Agreement. If any portion of the fee is disputed, Customer shall pay UMR the undisputed portion as provided herein, and shall provide written details to UMR prior to the date payment is due, explaining Customer’s good faith basis for disputing such fee. Customer may withhold the disputed portion during pendency of such dispute, during which time both parties agree to use commercially reasonable efforts to resolve the dispute.

Section 4 – Records, Information, Audits

Section 4.1 Records. UMR will keep records relating to the services it provides under this Agreement for as long as UMR is required to do so by law.

Section 4.2 Proprietary Business Information. Each party will limit the use of the other's Proprietary Business Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under

this Agreement, except that UMR's Financial PBI cannot be disclosed by Customer to any third party without UMR's express written consent. This provision shall survive the termination of this Agreement.

Section 4.3 Access to Information. Other than as provided for in Section 4.4, if Customer needs UMR's Proprietary Business Information in order to administer the Plan, UMR will allow Customer to use UMR's Proprietary Business Information, if it is legally permissible, the information relates to UMR's services under this Agreement, and Customer gives UMR reasonable advance notice and an explanation of the need for such information. Such use is subject to the terms of this Agreement.

If Customer is subject to a Freedom of Information Act (FOIA) request and the request includes UMR's Proprietary Business Information, Customer will contact UMR prior to releasing any information and give UMR the opportunity to review, respond and/or object to the FOIA request.

UMR will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Customer demonstrates that the information is required by law or for Plan administration purposes.

UMR also will provide reasonable access to information to an entity providing Plan administrative services to Customer, such as a consultant or vendor, if Customer requests it. Before UMR provides PHI to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

Section 4.4 Audits. During the term of the Agreement, and at any time within six (6) months following its termination, a mutually agreeable entity may audit UMR once each calendar year to determine whether UMR is fulfilling the terms of this Agreement. Prior to the commencement of this audit, UMR must receive a signed, mutually agreeable confidentiality agreement.

Customer must advise UMR in writing of its intent to audit. The place, time, type, duration, and frequency of all audits must be reasonable and agreed to by UMR. All audits will be limited to information relating to the previous eighteen (18) months. With respect to UMR's transaction processing services, the audit scope and methodology will be consistent with generally acceptable auditing standards, including a statistically valid random sample or other acceptable audit technique as approved by UMR ("Scope").

Customer will pay any expenses that it incurs in connection with the audit. In addition, Customer will be charged a reasonable per claim charge and a \$1,000 charge per day for audits outside of the following parameters: (1) more than one audit per calendar year; (2) any on-site audit visit that is not completed within five (5) business days; (3) sample sizes exceeding the Scope specified above; or (4) any audit initiated after this Agreement has terminated. The additional fees cover the additional resources, facility fees, and other incremental costs associated with an audit that exceeds the Scope.

In addition to Customer's expenses and any applicable fees, Customer will also pay any extraordinary expenses UMR incurs in connection with the audit. For any audit initiated after this Agreement is terminated, Customer will pay all expenses incurred by UMR.

Customer will provide UMR with a copy of any audit reports within thirty (30) days after Customer receives the audit report(s) from the auditor.

Section 4.5 Service Auditor Reports. UMR may make its Type II service auditor report ("Report") available to UMR's self-funded customers each year for Customer's review in connection with Plan administrative purposes only. The Report will be issued under the guidance of Statement on Standards for Attestation Engagements #16 (SSAE16). Should new guidelines covering service auditor reports be issued, UMR may make the equivalent of, or any successor to, the SSAE16 Type II Report available to UMR's self-funded customers. The Report is UMR's Proprietary Business Information and shall not be shared with any third parties without UMR's prior written approval; provided, however, that Customer can share the Report with: (i) Customer's independent public accounting firm; and/or (ii) Customer's consultants, provided that such consultants are not in any way a competitor of UMR's and that Customer informs its consultants that the report was not prepared for their use. To the extent that Customer does provide the Report to its independent public accounting firm or a consultant as permitted herein, Customer shall require that they retain the Report as confidential and that they not disclose such Report to any other persons or entities.

Section 4.6 PHI. The parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement.

Section 5 – Taxes And Assessments

Section 5.1 Payment of Taxes and Expenses. In the event that any Taxes are assessed against UMR as a claim administrator in connection with UMR's services under this Agreement, including all topics identified in Section 5.3 Customer will reimburse UMR through the Bank Account for Customer's proportionate share of such Taxes (but not Taxes on UMR's net income). UMR has the authority and discretion to reasonably determine whether any such Tax should be paid or disputed. Customer will also reimburse UMR for a proportionate share of any cost or expense reasonably incurred by UMR in disputing such Tax, including costs and reasonable attorneys' fees and any interest, fines, or penalties relating to such Tax, unless caused by UMR's unreasonable delay or unreasonable determination to dispute such Tax.

Section 5.2 Tax Reporting. In the event that the reimbursement of any benefits to Participants in connection with this Agreement is subject to Plan or employer based tax reporting requirements, Customer agrees to comply with these requirements.

Section 5.3 State and Federal Surcharges, Fees and Assessments. The Plan is responsible for state or Federal surcharges, assessments, or similar Taxes imposed by governmental entities or agencies on the Plan or UMR, including, but not limited to, those imposed pursuant to The Patient Protection and Affordable Care Act of 2010 ("PPACA"), as amended from time to time. This includes the funding, remittance and determination of the amount due for PPACA required taxes and fees.

Section 6 – Indemnification

Section 6.1 Customer Indemnifies UMR. Customer will indemnify UMR and hold UMR harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, UMR incurs, including reasonable attorneys' fees, which arise out of (i) Customer or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of Customer or its vendors', subcontractors' or authorized agents' obligations under this Agreement or any other agreements entered into with such third parties on Customer's behalf (ii) Customer's material breach of this Agreement (iii) a breach of any other agreements UMR enters into with such third parties on Customer's behalf, all as determined by a court or other tribunal having jurisdiction of the matter (iv) third party claims brought against UMR as the claims administrator (e.g. a claim raised by the federal government based on the federal Medicare Secondary Payor laws). This provision shall survive the termination of this Agreement.

Section 6.2 UMR Indemnifies Customer. UMR will indemnify Customer and hold Customer harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses, that Customer incurs, including reasonable attorneys' fees, which arise out of (i) UMR or its vendors', subcontractors' or authorized agents' gross negligence or willful misconduct in the performance of UMR or its vendors', subcontractors' or authorized agents' obligations under this Agreement or (ii) UMR's material breach of this Agreement, all as determined by a court or other tribunal having jurisdiction of the matter. Notwithstanding the foregoing, Customer will remain responsible for payment of benefits and UMR's indemnification will not extend to indemnification of Customer or the Plan against any claims, liabilities, damages, judgments or expenses that constitute payment of Plan benefits. This provision shall survive the termination of this Agreement.

Section 7 – Plan Benefits Litigation

Section 7.1 Litigation Against UMR. If a demand is asserted, or litigation or administrative proceedings are begun by a Participant or healthcare provider against UMR to recover Plan benefits related to its duties under this Agreement ("Plan Benefits Litigation"), UMR will select and retain defense counsel to represent its interest.

Section 7.2 Litigation Against Customer. If Plan Benefits Litigation is begun against Customer and/or the Plan, Customer will select and retain counsel to represent its interest.

Section 7.3 Litigation Against UMR and Customer. If Plan Benefits Litigation is begun against the Plan and UMR jointly, and provided no conflict of interest arises between the parties, the parties may agree to joint defense

counsel. If the parties do not agree to joint defense counsel, then each party will select and retain separate defense counsel to represent their own interests.

Section 7.4 Litigation Fees and Costs. All reasonable legal fees and costs UMR incurs will be paid by Customer (except as provided in Section 6.2) if UMR gives Customer reasonable advance notice of UMR's intent to charge Customer for such fees and costs, and UMR consults with Customer in a manner consistent with UMR's fiduciary obligations on UMR's litigation strategy.

Section 7.5 Litigation Cooperation. Both parties will cooperate fully with each other in the defense of Plan Benefits Litigation.

Section 7.6 Payment of Plan Benefits. In all events, Customer is responsible for the full amount of any Plan benefits paid as a result of Plan Benefits Litigation.

Section 7.7 Survival. This provision shall survive the termination of this Agreement.

Section 8 – Mediation

Except in the case of UMR's termination due to Customer's failure to provide funds for benefits or fees, in the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the parties, the parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the parties first met to discuss it, and either party wishes to pursue the dispute further, that party will refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one year after the date one party first gave written notification of the dispute to the other party. A single mediator engaged in the practice of law, who is knowledgeable about employee benefit plan administration, will conduct the mediation under the then current rules of the AAA. The mediation will be held in a mutually agreeable site. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

Section 9 – Termination

Section 9.1 Services End. UMR's services under this Agreement stop on the date this Agreement terminates, regardless of the date that claims are incurred. However, UMR may agree to continue providing certain services beyond the termination date, as provided in Exhibit A – Statement of Work.

Section 9.2 Termination Events. This Agreement will terminate under the following circumstances: (i) The Plan terminates, (ii) Both parties agree in writing to terminate the Agreement, (iii) After the initial Term, either party gives the other party at least sixty (60) days prior written notice, (iv) UMR gives Customer notice of termination because Customer did not pay the fees or other amounts Customer owed UMR when due under the terms of this Agreement, (v) UMR gives Customer notice of termination if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement, (vi) Either party is in material breach of this Agreement, other than by non-payment or late payment of fees owed by Customer or the funding of Plan benefits, and does not correct the breach within thirty (30) days after being notified in writing by the other party, (vii) UMR may terminate this Agreement in the event of a filing by or against the Customer of a petition for relief under the Federal Bankruptcy Code, (viii) Any state or other jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan or UMR and such penalty is based on the administrative services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or (ix) As otherwise specified in this Agreement.

Section 10 – Miscellaneous

Section 10.1 Subcontractors. UMR can use its affiliates or subcontractors to perform UMR's services under this Agreement. UMR will be responsible for those services to the same extent that UMR would have been had it performed those services without the use of an affiliate or subcontractor.

Section 10.2 Assignment. Except as provided in this paragraph, neither party can assign this Agreement or any rights or obligations under this Agreement to anyone without the other party's written consent. That consent will not be unreasonably withheld. Nevertheless, UMR can assign this Agreement, including all of its rights and obligations to UMR's affiliates, to an entity controlling, controlled by, or under common control with UMR, or a purchaser of all or substantially all of UMR's assets, subject to notice to Customer of the assignment.

Section 10.3 Governing Law. This Agreement is governed by the applicable laws of the State of Delaware. This provision shall survive the termination of this Agreement.

Section 10.4 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

Section 10.5 Amendment. Except as may otherwise be specified in this Agreement, the Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

Section 10.6 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

Section 10.7 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

Section 10.8 Use of Name. The parties agree not to use each other's name, logo, service marks, trademarks or other identifying information without the written permission of the other; provided, however, Customer grants UMR permission to use Customer's name, logo, service marks, trademarks or other identifying information to the extent necessary for UMR to carry out its obligations under this Agreement (e.g. on SPDs and ID cards).

Section 10.9 Compliance with Laws and Regulations. The parties agree to comply with all applicable federal, state and other laws and regulations with respect to this Agreement.

Section 10.10 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

Section 10.11 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

EXHIBIT A – STATEMENT OF WORK

The following are the administrative services UMR has agreed to provide to Customer. Customer may request that UMR provide services in addition to those set forth in this Agreement. If UMR agrees to provide them, those services will be governed by the terms of this Agreement and any amendments to this Agreement. Customer will pay an additional fee, determined by UMR, for these additional services. The services described in this Exhibit will be made available to Customer's eligible Participants consistent with the Summary Plan Description under which the Participant is covered.

Section A1 Network

Network Access, Management and Administration. UMR will provide access to Networks and Network Providers, as well as related administrative services including physician (and other health care professional) relations, clinical profiling, contracting and credentialing, and network analysis and system development. The make-up of the Network can change at any time. Notice will be given in advance or as soon as reasonably possible.

UMR generally does not employ Network Providers and they are not UMR's agents or partners, although certain Network Providers are affiliated with UMR. Otherwise, Network Providers participate in Networks only as independent contractors. Network Providers and the Participants are solely responsible for any health care services rendered to Participants. UMR is not responsible for the medical outcomes or the quality or competence of any provider or facility rendering services, including Network Pharmacies and services provided through UMR's affiliates' networks, or the payment for services rendered by the provider or facility.

Value Based Contracting Program. UMR's contracts with some Network Providers may include withholds, incentives, and/or additional payments that may be earned, conditioned on meeting standards relating to utilization, quality of care, efficiency measures, compliance with UMR's other policies or initiatives, or other clinical integration or practice transformation standards. Customer shall fund these payments due the Network Providers as soon as UMR makes the determination the Network Provider is entitled to receive the payment under the Network Provider's contract, either upfront or after the standard has been met. For upfront funding, if UMR makes the determination that the Network Provider failed to meet a standard, UMR will return to Customer the applicable amount. UMR shall provide Customer reports describing the amount of payments made on behalf of Customer's Plan.

Only the initial claims based reimbursement to Network Providers will be subject to the Participant's copayment, coinsurance or deductible requirements. Customer will pay the Network Provider the full amount earned or attributable to its Participants, without a reduction for copayments or deductibles and agree that there will be no impact from these payments on the calculation of the Participant's satisfaction of their annual deductible amount.

Section A2 Recovery Services

Claim Recoveries. In the event an Overpayment is made, UMR shall make an attempt to recover Overpayments using its Overpayment recovery procedures. In the event the recovery attempts are unsuccessful, UMR will follow its established overpayment recovery rules for an escalated recovery process. Recovery attempts will remain open for a minimum of twelve months. UMR will be responsible for reimbursement of any unrecovered Overpayment to the extent the Overpayment was due to UMR's gross negligence.

Subrogation. UMR will also provide services to recover Plan benefits that were paid and are recoverable by the Plan because payment was or should have been made by a third party for the same medical expense (other than in connection with coordination of benefits, Medicare, or other Overpayments). This is referred to as "Third Party Liability Recovery" (or "subrogation"). Customer will not engage any entity except UMR to provide the services described herein without UMR's prior approval.

Recovery Fees. Customer will be charged fees when any of the services described herein are provided by UMR through a subcontractor or affiliate. The fees are deducted from the actual recoveries. Customer will be credited with the net amount of the recovery

Recovery Process. Customer delegates to UMR the discretion and authority to develop and use standards and procedures for any recovery, including but not limited to, whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and the circumstances under which a claim may be compromised or settled for less

than the full amount of the claim. Customer acknowledges that use of UMR's standards and procedures may not result in full or partial recovery for any particular case. UMR will not pursue any recovery if it is not permitted by any applicable law, or if recovery would be impractical. UMR may initiate litigation to recover payments, but UMR has no obligation to do so. If UMR initiates litigation, Customer will cooperate with UMR in the litigation.

If this Agreement terminates, or, if UMR's recovery services terminate, UMR can continue to recover any payments UMR is in the process of recovering. The appropriate fees will continue to be deducted from the actual recovery, when and if a recovery is obtained.

In the event that Customer directs UMR to stop working on a particular subrogation Claim because the Customer wants to handle the subrogation Claim itself, or because the Customer waives its subrogation interest, or for other reasons, UMR retains the right to charge Customer a reasonable fee based on costs incurred prior to receiving such notification from Customer.

Fraud and Abuse Management. UMR's Special Investigation Unit reviews and investigates potentially fraudulent or inappropriate billings submitted by providers and Participants. Following investigation, the identified Claims are either paid in accordance with the Plan, or are denied for such reasons as are uncovered by the Special Investigation Unit. Fraud and Abuse Management processes will be based upon UMR's proprietary and confidential procedures, modes of analysis and investigations.

UMR will use these procedures and standards in delivering Fraud and Abuse Management services to Customer and UMR's other customers. These procedures and standards include, but are not limited to: whether or not to seek recovery, what steps to take if UMR decides to seek recovery, and under what circumstances to compromise a claim or settle for less than the full amount.

Customer delegates to UMR the discretion and authority to use such procedures and standards, including the authority to undertake actions, including legal actions, which have the largest impact for the largest number of customers. Customer acknowledges that the use of these procedures and standards may not result in full or partial recovery or in full recovery for any particular case. UMR does not guarantee or warranty any particular level of prevention, detection, or recovery. UMR agrees to perform Fraud and Abuse Management services pursuant to the industry standards for such services. If this Agreement terminates, or if UMR's claim recovery services terminate, UMR can elect to continue fraud and abuse recoveries that are in progress and the fees will continue to apply.

Section A3 Providing Funds for Benefits

Responsibility. The Plan is Self-Funded. Customer is solely responsible for providing funds for payment for all Plan benefits payable to Participants, Network Providers, or non-Network Providers.

Control of Plan Assets. In the event that the Plan is found to have Plan assets, the Customer shall have absolute authority with respect to such Plan assets, and UMR shall neither have nor be deemed to exercise any discretion, control or authority with respect to the disposition of Plan assets.

Bank Account. Customer shall establish, maintain and appropriately fund Bank Account in the name of the Customer. Customer shall be responsible for all payments issued against the account. UMR shall be given the necessary nonexclusive authority to utilize any funds in said account for payment of Plan benefits. UMR shall provide Customer with access to the daily online check register, and will also provide a monthly report for reconciliation purposes. It is understood that Customer is solely responsible for handling issues related to uncashed checks, including any record keeping, reporting, or payment responsibilities set forth under any state's unclaimed property law, to the extent such laws apply.

Payment. Customer is solely responsible for paying for Plan benefits. UMR will have no obligation to arrange for payment of Plan benefits if Customer has not made the requisite funds available to UMR in accordance with this Agreement.

Underfunding. If Customer does not provide the amounts sufficient funds with which to pay claims, Customer must immediately correct the deficiency. UMR may suspend any of its services under this Agreement for the period of time Customer does not provide the required funding. If Customer does not correct the funding deficiency within fifteen business days of UMR's notice to Customer, UMR may terminate this Agreement as otherwise set forth in this Agreement, such termination to be effective the first day such funding deficiency began.

Section A4 Claims Determinations and Appeals

Claim Procedures. Customer appoints UMR a named fiduciary under the Plan with respect to (i) performing initial benefit determinations and payment, (ii) performing the fair and impartial review of first level internal appeals and (iii) performing the fair and impartial review of second level internal appeals (if applicable). As such, Customer delegates to UMR the discretionary authority to (i) construe and interpret the terms of the Plan, (ii) to determine the validity of charges submitted to UMR under the Plan, and (iii) make final, binding determinations concerning the availability of Plan benefits under the Plan's internal appeal process, all in compliance with applicable law and regulation. In the event that Customer has not finalized the Summary Plan Description (SPD) before UMR receives an appeal from a Participant, then UMR will follow the claims installation documents that Customer approved, or if needed, UMR will contact Customer for applicable information. Participants who receive an adverse benefit determination can file an appeal with UMR within the timelines established in Customer's SPD. It is understood that UMR will provide one or two appeal levels for claims that it has processed, as mutually agreed to in writing by the parties. UMR agrees to send an appealed claim to an independent reviewer if required by Department of Labor or Department of Health and Human Services. In addition, and if applicable to Customer's Plan, UMR agrees to send a voluntary appeal to an independent review organization in compliance with health care reform regulations. Customer understands that the cost of such mandated independent reviews will be the responsibility of Customer, unless otherwise stated in the Fee Exhibit. It is understood that UMR is not responsible for handling appeals on claim-related decisions that were originally made by another vendor of Customer's. Customer acknowledges and agrees that certain services provided by UMR and as described in the Summary Plan Description will comply with federal laws and regulations, as provided for under ERISA.

Section A5 System Access

Access. UMR grants Customer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Customer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain UMR's. To obtain access to the Systems, Customer will obtain, and be responsible for maintaining, at no expense to UMR, the hardware, software, and Internet browser requirements UMR provides to Customer, including any amendments thereto. Customer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Customer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by UMR in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Customer's right to access and use Systems, to any other person or entity which is not a party to this Agreement. Customer may designate any third party, with prior approval from UMR, to access Systems on Customer's behalf, provided the third party agrees to these terms and conditions of Systems access and Customer assumes joint responsibility for such access.

Security Procedures. Customer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by UMR for access to and use of any web site provided in connection with the services. Customer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols to protect any email and confidential communications provided to UMR, and maintain appropriate logs and monitoring of system activity. Customer shall notify UMR within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by UMR which impact the System.

Termination. UMR reserves the right to terminate Customer's System access (i) on the date Customer fails to accept the hardware, software and browser requirements provided by UMR, including any amendments thereto or (ii) immediately on the date UMR reasonably determines that Customer has (i) breached, or allowed a breach of, any applicable provision of this Section or (ii) materially breached or allowed a material breach of, any other applicable provision of this Agreement. Customer's System Access will also terminate upon termination of this Agreement, provided however that if run-out is provided in accordance with Exhibit A - Statement of Work, Customer may continue to access applicable functionalities within the Systems during the run-out period. Upon any of the termination events described in this Agreement, Customer agrees to cease all use of Systems, and UMR will deactivate Customer's identification numbers, passwords, and access to the System.

Schedule of Services

A. CLAIMS ADMINISTRATION SERVICES

Service	Comments
Claims for Plan benefits must be submitted in a form that is satisfactory to UMR in order for UMR to determine whether a benefit is payable under the Plan's provisions. Customer delegates to UMR the discretion and authority to use UMR's claim procedures and standards for Plan benefit claim determination.	
Implementation of Customer's benefit plans and payment of claims.	UMR will process only those claims which are incurred on or after the effective date of this Agreement.
Standard claims processing including: • Re-pricing and payment of claims. • Auto and manual adjudication using proprietary software. • Provide an Explanation of Benefits (EOB) notice to Participants and Remittance Advice (RA) statement to providers as required • Prepare and mail 1099's to providers and other vendors, using UMR's name and tax identification number.	In the event that Customer asks UMR to load data from the prior TPA regarding Participant's benefit accumulators, UMR will have no obligation to verify the accuracy of such data.
Standard coordination of benefits for all claims	UMR pays claims for Medicare-eligible persons as either primary or secondary, based on the Medicare Secondary Payor Rules.
Claims Run-Out Services. UMR will process all claims received up to the date of termination of this Agreement. Any unprocessed claims will be denied, unless Customer requests claims run-out services (unprocessed claims incurred prior to the termination date) at a mutually agreed upon fee prior to the termination of this Agreement. In the event that UMR receives claims after the run-out period expires, then UMR will deny the claim.	If the Agreement terminates because Customer fails to pay UMR fees due, fails to provide the funding for the payment of benefits, or UMR terminates for any other material breach, run-out will not apply. Suspension of Run-out Processing If Customer does not pay the run-out fees it owes UMR when due as set forth above, UMR will notify Customer. If Customer does not make the required payment UMR may stop issuing checks and non-draft payments and suspend its run-out claims processing under this Agreement, such suspension to apply to all claims regardless of dates of service and shall remain in effect until such date when Customer makes the required payment. Termination of Run-out Processing Run-out claims processing will terminate if Customer fails to provide the required funds for payment of benefits under the terms of this Agreement. Such termination shall apply to all claims regardless of dates of service.
Foreign service procedures	Participants who receive services in a country other than the United States must pay the claim and then submit the claim to UMR for reimbursement. UMR will reimburse the Participant for any covered amount in U.S. currency. The reimbursed amount will be based on the U.S. equivalency rate that is in effect on the date the Participant paid the claim, or on the date of service if paid date is not known.
State Surcharges. If during the term of the Agreement UMR receives a surcharge invoice from a state for the Plan or claims paid under the Plan, UMR agrees to submit applicable payments to the state on behalf of Customer. The amount due to the state will be withdrawn from Customer's claims bank account.	This service does not apply to New York Surcharges.

Service	Comments
Claim Reprocessing. Customer requests to reprocess certain claims.	No fee is charged for claims being reprocessed in connection with an error made by UMR. A fee is charged for claims being reprocessed: a) as a result of retroactive benefit or eligibility changes that Customer made or in connection with other actions by Customer, its employees or agents, or b) if Customer contracts directly with a provider network and that provider network gives UMR incorrect or late fee or other provider information that necessitates adjustment of claims.
Credit Balance Recovery Program.	UMR has a contract with a cost containment recovery vendor that routinely reviews credit balances, primarily at large hospitals and providers of service throughout the United States. Vendor works with the hospital/provider to identify amounts that have been overpaid due to inaccurate billings and other reasons. Vendor then verifies that the patient was covered by a Plan that UMR administers, and works with the facility or provider to recover the overpayment for the Plan. The applicable credit, less recovery fee, is forwarded to the Customer.
New York Surcharge Services: Upon acceptance from the New York Public Goods Pool, UMR agrees to compile and forward to the State of New York, an electronic report that shows the liability that Customer has for covered lives, patient services and total amount due from Customer. The report is compiled on a monthly or annual basis in accordance with the requirements of the State of New York for Customer. UMR agrees to file the report and send the applicable payments to the State of New York via a draw from Customer's bank account.	It is understood that Customer is solely responsible for completing necessary New York Surcharge election forms and responding to inquiries regarding the election. In the event that a claim is adjusted after the New York Surcharge fee has been paid and the adjustment affects how much the provider actually receives, UMR will make an adjustment on a future report to the State.

B. MEMBER SERVICES

Service	Comments
Toll-free access to a customer care unit	
Employee access to a member website enabling Participants to: • Check claim status. • Check eligibility information. • Search for providers and online health information.	
Identification Cards. UMR will provide standard ID cards (including replacement cards) for each employee who is covered under Customer's Plan.	Customer may, at its option, order customized ID cards at an additional cost.

C. CUSTOMER REPORTING SERVICES

Service	Comments
UMR will provide Customer with the following standard reports through encrypted online access.	
Banking. Online access to the check register, searchable for disbursement information at the transaction level.	
Monthly Online Reports (Plan Performance). Online access to monthly reports containing Plan performance details. Customer can also use online data to develop ad-hoc queries such as census information, claim activity and large claim detail.	
Eligibility and Benefits Inquiry. Online eligibility inquiry provides Customer with access to Participant eligibility information. Online benefit inquiry provides specific benefit information for each Participant.	

Service	Comments
Claims Inquiry. Customers can review the status of participant claims online. Customer is responsible for ensuring that its employees comply with HIPAA privacy regulations.	
Annual Report. Provides the information that Customer can use to complete the 5500 form or 990 form.	
Customization, non-standard or ad hoc reports	Fees are determined on a report-specific basis
UMR reserves the right, from time to time, to change the content, format and/or type of UMR's reports.	

D. OTHER SERVICES

Service	Comments
Summary Plan Description (SPD) Assistance. UMR will prepare a customized draft of an SPD for the Plan, one additional draft, in response to Customer's comments and a final draft SPD.	If the SPD is not finalized sufficiently in advance of the Effective Date of UMR's services, UMR will utilize benefits and exclusions that UMR has created based on its understanding of Customer's Plan design and which Customer has reviewed and approved UMR will administer claims and otherwise provide UMR's services in accordance with information and it will govern and remain in full force and effect until a final SPD is provided to UMR.
SPD Exception Processing. In the event Customer wants UMR to make an exception to Customer's Summary Plan Description (SPD), Customer must notify UMR in writing of such exception using a form designated by UMR. Customer is fully and solely responsible for any compliance or stop loss issues that may occur as a result of making an exception to its SPD.	UMR shall not be liable to any degree when following directions from Customer, its employees or agents, and Customer agrees to indemnify UMR and hold it harmless from and against any and all claims arising from Customer's decision to make an exception to the SPD.
Summary of Benefits and Coverage (SBC) Services. Upon receipt of a completed service election form from Customer, UMR agrees to provide the following (SBC) services: • Draft one standard full SBC per benefit Plan design if UMR is the only vendor administering benefits for Customer; or • Draft one standard partial SBC per benefit Plan design if UMR administers the medical Plan but Customer utilizes external vendors for other benefits. • Provide one SBC update per year if needed. • Post the final approved SBC to UMR's web portal for Customer.	Customer is responsible for providing UMR with written details about the Plan and benefit changes in an agreed upon period of time prior to the date Customer needs the final SBC from UMR. Customer is responsible for completing sections of the SBC related to Customer and external vendors, if any, and returning applicable details to UMR within an agreed upon timeframe. Customer is responsible for complying with SBC regulations, including but not limited to distribution of SBC's to Participants. In the event that Customer requests UMR to provide other non-standard SBC services, UMR will charge a reasonable fee for agreed upon services.
Stop Loss Reporting. UMR will use commercially reasonable efforts to identify, track and file paid specific stop loss insurance claims with the stop loss carrier, on behalf of Customer. If Customer has aggregate stop loss coverage, UMR agrees to notify the stop loss carrier of any potential Claims that exceed the stop loss policy's attachment point.	Customer is responsible for providing UMR with a copy of the stop loss policy by the effective date of this Agreement or as soon thereafter as reasonably possible, if UMR did not place Customer's stop loss coverage with the carrier. No priority will be given to process claims because the stop loss year is coming to a close. In no event shall UMR have any liability for coverage decisions taken or any omissions by any stop loss insurance carrier, and UMR shall not be held liable for any claims not covered by the stop loss carrier even if such claims were paid by the Plan. It is understood that UMR cannot represent or warrant a carrier's stop loss coverage or any terms of a carrier's stop loss coverage. Customer and its third party stop loss carrier may be required to execute UMR's standard nondisclosure and indemnification agreement prior to UMR providing any stop loss information
Transition to new Third Party Administrator (TPA). UMR will cooperate with Customers' transition to a new TPA upon termination of this Agreement and will provide	

Service	Comments
cancellation reports to Customer upon request.	
Medicare Secondary Payer Reporting. UMR shall provide to applicable parties the applicable reports in a time and manner as required according to the Medicare Secondary Payer Mandatory Reporting Provisions (the Reporting Requirements) in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007. UMR shall not be responsible for any noncompliance penalties in connection with the Reporting Requirements that are related to Customer's failure to provide the required data.	Customer agrees to provide to UMR in a timely manner and in an agreed upon format any and all data that UMR requires to comply with the Reporting Requirements.
Transplant Solutions (TS) Services	The fees for Transplant Solutions (TS) Services are specified in Exhibit B.
• Transplant Network via Centers of Excellence (COE) • Ventricular Assist Devices (VAD) • Transplant Access Program (TAP) Network • Extra-Contractual Services - contracting on a case-by case basis for transplant care outside of the COE or TAP Networks for a standard negotiating fee. • Specialized Physician Review	

EXHIBIT B – SERVICE FEES

This exhibit lists the fees Customer must pay UMR for UMR's services during the term of the Agreement. Unless otherwise noted, these fees apply for the period from January 1, 2017 through December 31, 2017. Customer acknowledges that the amounts paid for administrative services are reasonable.

The fees below assume UMR provides, at a minimum, Customer's medical Plan administration, utilization management/case management services, and stop loss coordination. The fees further assume Customer's use of a UnitedHealthcare® network. UMR reserves the right to amend fees if Customer drops any of these packaged services or if Customer requires non-standard formats or procedures.

Service Code	ITEM	FEE and BASIS
Medical Fees		
0001	Base Medical Fee 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	\$14.17 PEP \$14.88 PEP
9928	Monthly Medical Fee Waiver	First two months of purchased PEP service medical fees waived (excluding commissions), subject to the repayment terms in this exhibit.
ID Card Services		
0200	Mail ID Cards to Employee's Home	Included in Base Fee
0234	ID Cards – Additional Cards	\$1.00 Per Card
Reporting/Special Data Services		
0402	Development of Production Custom Reports/File Feeds	No Charge for Vision eligibility file to UMR
0417	Custom Ad-Hoc Reports – Request System	\$100/hr. after 2 hours per year
1203	New York Surcharge – Filing and Administration	Included in Base Fee
Network/Managed Care		
1406	Network Access Fees • UnitedHealthcare Choice Plus	\$16.87 PEP through 12/31/2019
9938	Cost Reduction & Savings Program(CRS) (Cost reduction services aimed at generating savings on claims when the primary network is not utilized.	30% of savings through 12/31/2019
Transplant Solution (TS) Services (Fees Guaranteed through 12/31/2019)		
1400	Transplant Network via Centers of Excellence (COE) Customer shall pay UMR administrative fee based upon the Transplant type as follows:	
	Bone Marrow/Stem Cell	
	Autologous less than 11 days	\$5,000 Per Transplant
	Autologous 11 or more Days – breast Cancer	\$10,000 Per Transplant
	Autologous 11 or more Days – all other diagnosis	\$20,000 Per Transplant
	Allogeneic – related/unrelated	\$20,000 Per Transplant
	Non-myeloablative BMT - mini	\$5,000 Per Transplant
	Tandem BMT	
	Auto/Auto	\$10,000 Per Transplant
	Auto/Allo Related Mini	\$20,000 Per Transplant
	Auto/Allo Unrelated Mini	\$20,000 Per Transplant
	Heart, Single Lung, Heart/Lung	\$10,000 Per Transplant
	Double Lung, Multi-Organ	\$20,000 Per Transplant

Service Code	ITEM	FEE and BASIS
	Intestinal, Liver, Intestinal/Liver, Intestinal/Small Bowel	\$20,000 Per Transplant
	Kidney	\$3,500 Per Transplant
	Pancreas, Kidney/Pancreas, Islet Cell-Auto Pancreas	\$7,500 Per Transplant
	Ventricular Assist Devices (VAD)	
	Ventricular Assist Devices (VAD) only – Bridge to Transplant (Excludes Heart Transplant)	10% of savings, capped at \$10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (VAD Implant + Post-Implant Services for 1 year)	10% of savings, capped at \$10,000 Per Case
	Ventricular Assist Devices (VAD) only – Destination Therapy (Post-Implant Services only)	10% of savings, capped at \$10,000 Per year
	If an additional transplant is performed to replace the initial transplant, an additional fee equal to 50% of the original fee shall be charged. If a Participant receives transplant care, but no transplant is performed (“Early Term”), the administrative fee shall be 35% of the difference between charges per the applicable Network and the Network Provider’s usual charges for the same services, not to exceed the fee for the corresponding transplant set forth in the table above. A transplant case referred to as Early Term includes (1) cases in which a Participant is not accepted into a Network Provider’s transplant program; (2) cases in which the Participant dies prior to transplant or VAD implant; or (3) cases in which Participant’s coverage ends prior to transplant or VAD implant.	
	Transplant Access Program (TAP) Network	The fees are 15% of savings, calculated as the difference between billed charges and amounts paid pursuant to the applicable Network. The fees shall not exceed the administrative fee for the corresponding transplant set forth in the table above.
	Extra-Contractual Services	The fees are 15% of savings, calculated as the difference between charges per the applicable Network and the Network Provider’s usual charges for the same services, not to exceed the fee for the corresponding transplant under the table above.
	Specialized Physician Review	The fees are for solid organ transplants, bone marrow/stem cell transplants and other procedures and disease states. Customer shall pay UMR an administrative fee equal to \$1,295 for a Comprehensive Review from a single reviewer, or \$1,995 from three reviewers. For Basic Review, Customer shall pay UMR an administrative fee equal to \$495 for a single review or \$1,295 from three reviewers. For an Expedited Review, Customer shall pay UMR an additional fee of \$200 for each physician reviewer.

Service Code	ITEM	FEE and BASIS
Care Management and Outreach Services		
0742	Stand-alone Utilization Management (Examination of medical services for appropriateness of care prior to services being provided, in accordance with Employer's SPD. Also includes independent medical reviews needed for this service. In the event that Medicare is the primary payer for a Claim, these services will be provided after Medicare funds have been exhausted.) 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	\$1.75 PEPM \$1.84 PEPM
0743	Stand-alone Case Management (Individual case management services will be provided to Participants who meet the criteria for case management including complex treatment plans, catastrophic events, trauma and chronic illness. In the event that Medicare is the primary payer for a Claim, these services will be provided after Medicare funds have been exhausted.) 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	\$1.75 PEPM \$1.84 PEPM
Billing		
0804	Outside Vendor Payments	No Charge for CVS/Caremark
0832	Inbound Pharmacy Reporting - With existing PBM	Waived: One-time set-up fee of \$1,500 for CVS/Caremark
Claim Services		
0105	Subrogation Services	30% of recoveries
0174	Credit Balance Recovery	20% of recoveries
0136	Preferred Stop Loss Interface Fee 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	\$5.00 PEPM \$5.25 PEPM
0140	Claim Reprocessing	\$25 per Claim
Other Fees		
2130	Federal External Reviews	\$500 per review after five reviews
0926	Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file for the Plan. Includes initial SBC plus one amendment per year; electronic version only provided to Customer.	Included in Base Fee
0927	Two or more Summary of Benefits and Coverage (SBC) amendments requested by Customer per year	\$500 Per SBC Per Benefit Plan
0928	Inclusion of outside vendor data in Summary of Benefits and Coverage (SBC) document, in UMR's standard format.	\$1,000 Per SBC Per Benefit Plan
0929	Print and Ship Summary of Benefits and Coverage (SBC) to Employee at open enrollment	Cost plus Postage
0930	Translation of Summary of Benefits and Coverage (SBC) into non-English text	Cost of Translation
1002	Pharmacy Benefit Management (PBM) – Other PBM 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	\$1.30 PEPM \$1.37 PEPM
1014	Support for Integrated Rx-Medical Accumulators 1/1/2017 – 12/31/2018 1/1/2019 – 12/31/2019	\$1.00 PEPM \$1.05 PEPM

PEPM means Per Employee Per Month (covered employee)

The above fees do not include state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time as these are the responsibility of the Plan.

A stop loss interface fee surcharge applies if stop loss coverage is not placed with a UMR preferred market. Consult your UMR representative for a list of preferred markets.

Conditions:

- Requires a two year agreement with UMR. Early termination is subject to the early termination penalty outlined in the Agreement.
- Assumes an enrolled employee count within 15% of the quoted employee count of 124.
- Assumes an effective date of January 1, 2017.
- Two month fee waiver is calculated after any credits are applied.

Early Termination Fees. UMR has provided Customer with special pricing for administrative services that includes multi-year fee guarantees and waived fees. In exchange for such special pricing, Customer agrees to repay UMR the following amounts if Customer terminates this Agreement prior to the end of the initial two-year term for reasons other than UMR's material breach of the Agreement:

- If Customer terminates the Agreement during the initial year of the Agreement, Customer shall pay UMR 100% of the waived fees.
- If Customer terminates the Agreement during the second year of the Agreement, Customer shall pay UMR 50% of the waived fees.

EXHIBIT C – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is incorporated into and made part of the Administrative Services Agreement (“Agreement”) between UMR, Inc. on behalf of itself and its affiliates (“Business Associate”) and City of De Pere (“Covered Entity”) and is effective on January 1, 2017 (Effective Date).

The parties hereby agree as follows:

1. DEFINITIONS

- 1.1 Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings established for purposes of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, “HIPAA”).
- 1.2 “Privacy Rule” means the federal privacy regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & E).
- 1.3 “Security Rule” means the federal security regulations, as amended from time to time, issued pursuant to HIPAA and codified at 45 C.F.R. Parts 160 and 164 (Subparts A & C).
- 1.4 “Services” means, to the extent and only to the extent they involve the receipt, creation, maintenance, transmission, use or disclosure of PHI, the services provided by Business Associate to Covered Entity as set forth in the Agreement, including those set forth in this BAA in Section 4, as amended by written agreement of the parties from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of Protected Health Information (PHI), Business Associate agrees to:

- 2.1 not use and/or disclose PHI except as necessary to provide the Services, as permitted or required by this BAA and/or the Agreement, and in compliance with each applicable requirement of 45 C.F.R. 164.504(e), or as otherwise Required by Law; provided that, to the extent Business Associate is to carry out Covered Entity’s obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of those obligations.
- 2.2 implement and use appropriate administrative, physical and technical safeguards and comply with applicable Security Rule requirements with respect to Electronic Protected Health Information, to prevent use or disclosure of PHI other than as provided for by this BAA and/or the Agreement.
- 2.3 without unreasonable delay, report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C).
- 2.4 with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate’s failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D). Business Associate shall pay for the reasonable and actual costs associated with those notifications.
- 2.5 in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), ensure that any subcontractors of Business Associate that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate with respect to that PHI.
- 2.6 make available its internal practices, books and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity’s compliance with the Privacy Rule.

- 2.7 after receiving a written request from Covered Entity or an Individual, make available an accounting of disclosures of PHI about the Individual, in accordance with 45 C.F.R. 164.528.
- 2.8 after receiving a written request from Covered Entity or an Individual, provide access to PHI in a Designated Record Set about an Individual, in accordance with the requirements of 45 C.F.R. 164.524.
- 2.9 after receiving a written request from Covered Entity or an Individual, make PHI in a Designated Record Set about an Individual available for amendment and incorporate any amendments to the PHI, all in accordance with 45 C.F.R. 164.526.

3. **RESPONSIBILITIES OF COVERED ENTITY**

In addition to any other obligations set forth in the Agreement, including in this BAA, Covered Entity:

- 3.1 shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- 3.2 shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 3.3 shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 3.4 shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 3.5 In the event Covered Entity takes action as described in this Section, Business Associate shall decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing Services under the Agreement, including this BAA, Covered Entity shall reimburse Business Associate for such increase in cost.

4. **PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited in this BAA, in addition to any other uses and/or disclosures permitted or required by this BAA or the Agreement, Business Associate may:

- 4.1 make any and all uses and disclosures of PHI necessary to provide the Services to Covered Entity.
- 4.2 use and disclose PHI, if necessary, for proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law or any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only for the purpose for which it was disclosed to the third party or as Required by Law, and (ii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- 4.3 de-identify PHI received or created by Business Associate under this BAA in accordance with the Privacy Rule.
- 4.4 provide Data Aggregation services relating to the Health Care Operations of the Covered Entity in accordance with the Privacy Rule.
- 4.5 use and disclose PHI and data as permitted in 45 C.F.R 164.512 in accordance with the Privacy Rule.
- 4.6 use PHI to create, use and disclose a Limited Data Set in accordance with the Privacy Rule.

5. **TERMINATION**

- 5.1 Termination. If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of this BAA then the Covered Entity shall provide written notice of the breach or violation to the Business Associate that specifies the nature of the breach or violation. The Business Associate must cure the breach or end the violation on or before thirty (30)

- days after receipt of the written notice. In the absence of a cure reasonably satisfactory to the Covered Entity within the specified timeframe, or in the event the breach is reasonably incapable of cure, then the Covered Entity may terminate the Agreement and/or this BAA.
- 5.2 Effect of Termination or Expiration. After the expiration or termination for any reason of the Agreement and/or this BAA, Business Associate shall return or destroy all PHI, if feasible to do so, including all PHI in possession of Business Associate's subcontractors. In the event that Business Associate determines that return or destruction of the PHI is not feasible, Business Associate may retain the PHI and shall extend any and all protections, limitations and restrictions contained in this BAA to Business Associate's use and/or disclosure of any PHI retained after the expiration or termination of the Agreement and/or this BAA, and shall limit any further uses or disclosures solely to the purposes that make return or destruction of the PHI infeasible.
- 5.3 Cooperation. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

6. MISCELLANEOUS

- 6.1 Construction of Terms. The terms of this BAA to the extent they are unclear shall be construed to allow for compliance by Covered Entity and Business Associate with HIPAA.
- 6.2 Survival. Sections 5.2, 5.3, 6.1, 6.2, and 6.3 shall survive the expiration or termination for any reason of the Agreement and/or of this BAA.
- 6.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 20, 2016

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #16-130, Authorizing The Negotiation of an Economic Development Loan with Battle House GB, LLC.

ATTACHMENTS:

- Reso16-130 (DOCX)
- CC Memo Battle House LLC 12-2016 (DOCX)
- Battle House Business Plan (PDF)

RESOLUTION #16-130

AUTHORIZING THE NEGOTIATION OF AN ECONOMIC DEVELOPMENT
LOAN WITH BATTLE HOUSE GB LLC

WHEREAS, the Department of Planning and Economic Development has received the application of Battle House GB LLC for a revolving loan in the amount of \$55,000; and

WHEREAS, the Common Council wishes to authorize the negotiation of such a loan in accordance with this Resolution and the Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Director of Planning and Economic Development and the City Attorney are authorized and directed to negotiate the terms and conditions of a revolving loan with Battle House GB LLC in accordance with the City's Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13) in the principal amount not to exceed \$55,000.

BE IT FURTHER RESOLVED THAT:

Any loan so negotiated shall be submitted to the Finance/Personnel Committee for approval prior to execution of documents therefore.

BE IT FURTHER RESOLVED THAT:

All appropriate officers, officials, employees and agents of the City of De Pere are authorized and directed to take all steps reasonably necessary to finalize such loan agreement and accessory documents and to take all other actions reasonably necessary to comply with and compel compliance with such agreement.

Resolution #16-130
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
December, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

City of De Pere MEMORANDUM

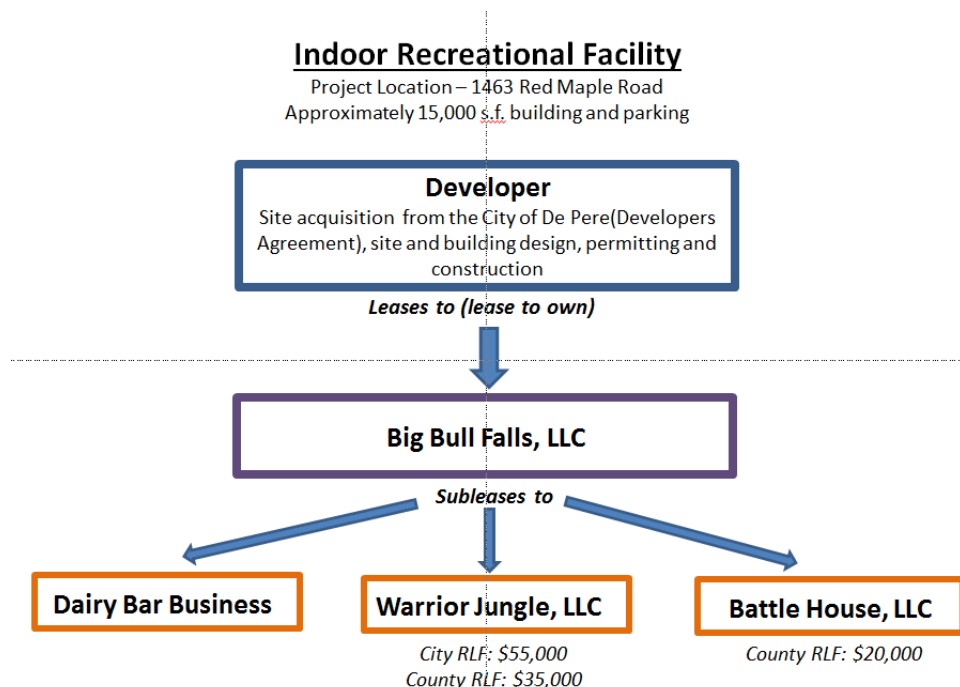


To: City Council
 From: Kimberly Flom, Economic Development & Planning Director
 Date: December 20, 2016
 RE: **Revolving Loan Fund (RLF) Application for Battle House LLC**

PROJECT SUMMARY

Battle House, LLC has submitted a Revolving Loan Fund application requesting a \$55,000 loan for working capital. Battle House, LLC is one part of a multi-part indoor recreational facility proposed for the West Industrial Park.

The applicant has partnered with a local developer in order to complete this project. The developer is currently working with City staff to acquire a piece the southeast corner of American Boulevard and Red Maple Road. If a Developer's Agreement is approved, the developer will construct a building on the property and lease the building to 'Big Bull Falls, LLC,' owned by Craig and Diedre Knapp. Big Bull Falls, LLC will then sublease the building to three separate entities including, Battle House, LLC, Warrior Jungle, LLC and a dairy bar business (formal business name has not been established). Together, the three entities will operate an indoor recreational business where customers can engage in a tactical laser tag experience, test out cross training skills in a 'Ninja Warrior' style course and/or snack on ice cream or frozen yogurt at a Dairy Bar. See the below diagram for a summary.



The applicant has also requested revolving loan funds from Brown County for both Battle House, LLC and Warrior Jungle, LLC. Both entities commit to creating the required full time equivalent positions and available to LMI individuals in order to qualify for the Loan program. In total, the applicants are requesting \$110,000 in revolving loan funds, \$55,000 from the city of De Pere and \$55,000 from Brown County.

Battle House, LLC is a new business for the Knapps, but not a new business for their family. Other family members own and operate successful franchises in Illinois and North Carolina. A business summary is attached for your review.

Staff proposes a 4% interest rate in order to match the County Loan, and at term of 7 years (typical for working capital loans). Because the loan request is for working capital, and because the business entity will not own the building, there is no collateral available for the property or equipment. The applicants have committed to providing a personal guaranty as well as a life insurance policy.

The \$55,000 loan (\$90,000 with County loan) represents 18% (30%) of the total business start up costs (\$300,000). As of September 30, 2016, the Revolving Loan Fund had an account balance of \$1,1063,718.57, which is \$122,381.57 over the cap of \$941,337. The Finance and Personnel Committee approved a \$65,500 loan for Black Honey Hashery that has not closed yet. Staff also has an application for a \$250,000 loan from New Leaf Cooperative Market.

There are a number of other City approvals needed for this project. The applicant is working to finalize their financing in order to release the developer to finalize site acquisition and plans. Some of the reviews needed include a developer's agreement (with TID incentive and property sale), conditional use permit, CSM and site plan.

Staff requests approval from the City Council to proceed with negotiating the terms of the loan, and also drafting the necessary documents related to the loan. If terms are reached between the City and the Applicant, the final documents will be presented to the Finance/Personnel Committee for review.

Attachments

c: Michael Walsh, Mayor
Larry Delo, City Administrator
Judith Schmidt-Lehman, City Attorney

I. Executive Summary

The Company

Battle House GB LLC – Tactical Laser Combat is a family friendly recreational business solely owned by Craig and Deidre Knapp. Battle House is an indoor, climate-controlled, gaming facility that offers a sophisticated form of entertainment and exercise. Customers engage in an intense form of recreation, and team building, which utilizes the latest generation of tactical laser equipment with weapons that are modeled after, and utilize technology that has been developed and adapted from military combat training. Laser combat is heart-pounding, adrenaline-pumping game, in which strategy, team work and even luck are critical to your team's success.

The business model is based upon two currently operating businesses, both owned and operated by related family members; designed with a scale that offers a regional uniqueness and size to accommodate its targeted customers. Battle House GB LLC will be a reflection of Battle House Laser Combat (www.battlehouselasercombat.com), originated in 2014, owned and operated by Doug and Jane Huckbody, located in Lake Barrington, IL, and Battle House Laser Tag (www.battlehouseilm.com), originated in 2015, owned and operated by Darek and Lindsey Huckbody, located in Wilmington, NC.

The concept of combat style laser tag has been around for approximately 7 years in limited capacity around the country.

The Market

The potential regional customer base for this service is estimated to be large, and the Green Bay and Appleton areas continue to experience steady population growth, and support above average income levels. We anticipate that 60% of our customers will come from the Green Bay area, 20% will come from the surrounding counties, and the remaining 20% will come from the active tourism that travels to the area.

We are looking at targeting three population segments with Battle House GB LLC. The first segment will be older children and Teens (12-17 years old), a group that is very knowledgeable of the concept of "play", since the offering simulates a very popular video game, and the kids will be looking to have a fun activity around an interest area of theirs. The second targeted group will be young adults (18-34 years old), offering a great activity to do in a group setting that is recreational based while incorporating strategy with innovation. The third segment will be groups, and likely to center on adults (35+ years old). These mature adults will influence gatherings for birthday parties, bachelor and bachelorette parties, community events, corporate team building, and family outings looking for an activity that all ages can play together.

Finally, it should be noted that a large number of tourist and visitors to the area will be targeted as new potential one-time or destination customers.

Competition

Battle House GB will be competing for the large pool of discretionary entertainment dollars that is being spent by singles and families. Direct competitors include; laser tag, paintball and trampoline

BATTLE HOUSE FRANCHISE OPPORTUNITY

CONSULTATION

You will receive guidance, honest feedback and suggestions from proven business and military leaders. We offer you access to our facilities and trained staff, as needed, to help you evaluate and launch your tactical laser tag business venture.

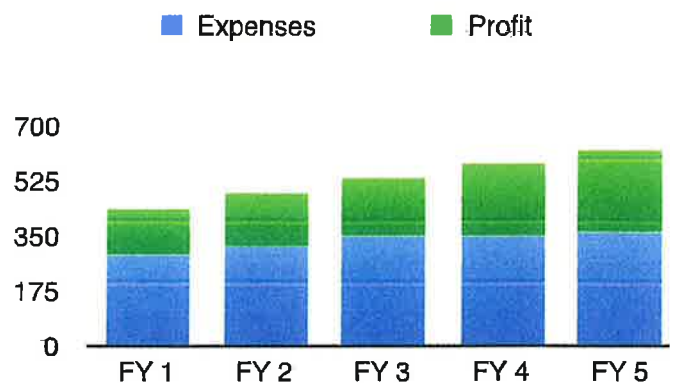
BUSINESS PLAN DEVELOPMENT

You can jump start the planning process through use of our proven Business Plan. In template form, you can modify as appropriate. This will support your discussions with potential investors, banks, the Small Business Administration, etc.



FINANCIAL MODELING

We will provide you a vetted financial model with realistic costs estimates and assistance with selection of your location, demographics, projected customer volumes and associated revenues.

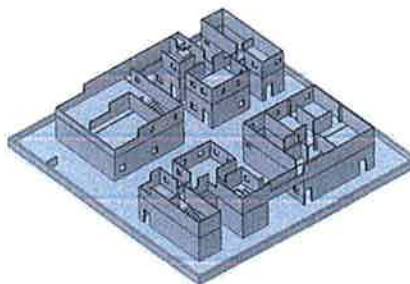


BATTLE ARENA DESIGN

We offer a consultative approach with you, your contractor(s) and architects for development of the multi-dimensional Battle Arena.

You will receive a graphic 3-D Model for advance marketing and discussions with local zoning boards, contractors, building inspectors and prospective customers.

Lake Barrington, IL



Wilmington, NC



BATTLE HOUSE FRANCHISE OPPORTUNITY

MARKETING & ADVERTISING BUNDLE

Battle House is an emerging brand with high quality websites and a strong, tactical presence. We offer name recognition, our trademarked logo, the ability to copy and modify our website and take advantage of significant SEO/SEM work. We also offer extensive photo & video libraries, bill board designs (in-door & outdoor), brochures, business cards, loyalty cards, recommended advertising approaches, and much more.



SUPPLIER / VENDOR LIST

We offer a quick-start list of needed supplies, props, manufacturers, parts, etc. We've done the legwork and can save you time.

PROVEN ROLL-OUT PROCESSES

We have successfully launched operations in Lake Barrington, IL and Wilmington, NC. We offer on-site training of your managers and staff to bring your operations on-line as quickly as possible.

POST-IMPLEMENTATION FORUM & EXCHANGE

Through monthly conference calls, our locations are able to have direct exchange of issues, generate new ideas and address service and other needs.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 20, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Consider Community Service Grant Applications.

We have received two Community Service Grant Applications for consideration. Both applications are attached for your review.

Collin Fayas of Boy Scout Troop 1363 has requested \$600 for his Eagle Scout Project at the De Pere Dog Park.

The NEW Master Gardener Volunteer Association is requesting \$297.50 for the purchase of plants to be placed in the Riverwalk Native Garden.

The City of De Pere budgets annually \$1200 to award up to \$600 in grant requests in June and December of each year. In June 2016, we awarded one grant request of \$300 to the De Pere Historical Society.

ATTACHMENTS:

- Collin Fayas Troop 1363 Grant Application (PDF)
- NEW Master Gardener Application (PDF)



City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	Boy Scout Troop 1363		
Grant Applicant Name:	Collin Fayas	Email address:	collin@troop1363.com
Physical Address:	372 Waterview Road, De Pere, WI 54115		
Phone Number:	(920) 339-8148	Alt. Phone Number:	(920) 309-2277
Date:	11/5/2016	Program Title:	De Pere Dog Park Eagle Scout Project

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **I** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed \$600.00.

PROJECT OUTLINE

Description:

Please See Attached Description

1ST GOAL/OBJECTIVE**Description:**

Please See Attached Description

2ND GOAL/OBJECTIVE**Description:**

Please See Attached Description

3RD GOAL/OBJECTIVE**Description:**

Please See Attached Description

MISCELLANEOUS INFORMATION

Deadlines: Grant application deadline is June 1 or December 1 of each year. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative): *Collin J. Fayas*

Date: 11/23/2016

Printed Name (Group Representative): *Collin Fayas*

Eagle Project for Collin Fayas: De Pere Dog Park Planter

Project Explanation and Goals

For my Eagle Scout Project, I have decided to build a decorative planter made of concrete blocks, held together with block construction adhesive, and filled with soil suitable for planting flowers and small shrubs. I plan to build it in front of the De Pere Dog Park near the sidewalk approaching the gated park entrance. It will be in a trapezoidal shape to conform with the borders of existing fence line and sidewalk, with a perimeter of about 52 feet and a height of 3 feet. Once it is built, fabric liner will be placed on the inside, and it will be filled with dirt and a variety of perennial plants. I plan on building and completing the planter on Saturday, May 6, 2017.

I will have a group of boy scouts, family, and other volunteers to help me complete the project. The more people to help with labor will reduce the amount of time to get the job done, but understandably raises danger for accidents. The main safety hazard is injury from working with heavy stone blocks. To accommodate for this, everyone will be wearing protective heavy-duty gloves and jeans. Protective footwear will also be recommended for the participants. In the case that someone gets hurt, there will be a first-aid kit available. I will have pizza and water available at the park for anyone who is helping out.

In order to complete the project, three main steps need to be taken. First, all of the supplies must be delivered to the site, after which the construction may begin. We will dig a trench along the perimeter to allow one layer of blocks beneath the surface. Other layers will be built upon it to reach a stack of three block layers above ground. Lastly, the planter will be filled with dirt, and the plants will be put in.

Project Measurement

The construction of the planter will be achieved through detailed planning and hard work by the people helping out. I will make sure there are drawings and explanations to aid in the building of the planter, and the necessary equipment will be available to use to make the best planter possible. I will direct all the stages of the effort, demonstrate how to perform each task, and guide the helpers through each step.

The planter will benefit the De Pere Dog Park and the people who use it because it will add a nice touch of beautiful scenery to the park. The park will look better, and it will make it more complete. The park will also be much more appealing to the citizens of De Pere, encouraging more people to go there to exercise their dogs.

List of Materials and Expenses

The expenses of my project are split into three main categories: materials, delivery services, and refreshments. The materials needed to construct the planter include split-face concrete blocks, pulverized soil, fabric liner, stone caps, stone block adhesive, plants, and mulch. The cost for these materials amounts to about \$1,428.00. I will need the stone blocks and stone caps delivered to the dog park, which will likely come from Menard's. Menard's will deliver them for \$59.00. Finally, I will be providing pizza and water for the people who help build it, which I estimate will cost about \$200.00.

Other than that, I will be able to transport the other materials and tools to the site with the help of my family. Therefore, I calculate the total cost of my project to be \$1,687.00

I request a grant of \$600.00 to help cover the expenses of my Eagle Scout Project. This grant will allow me to better manage the costs.

Thank you very much for taking the time to consider this grant request for my Eagle Scout Project.



City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	N.E.W. Master Gardener Volunteer Association		
Grant Applicant Name:	Claudia Schultz	Email address:	csch5677@gmail.com
Physical Address:	806 N. Broadway		
Phone Number:	920-336-0030	Alt. Phone Number:	920-680-2347
Date:	Nov. 25, 2016	Program Title:	Riverwalk/Wildlife Viewing Pier Native Garden

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **I** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed \$300.00.

PROJECT OUTLINE

Description:

PROJECT OUTLINE

Our project is a continuation of a beautiful prairie style garden that we started in 2015. We are a large group (15+) of Master Gardener volunteers who have worked for two years on a 300'X10' strip of land surrounding the historic Locktender's House on the De Pere Riverwalk in Voyageur Park. We have purchased and/or hand grown and planted over 2500 native plants along the scenic pedestrian walkway. We have accumulated over 500 hours of community service each year on just this one project and we do it because we love it.

We intend to finish the project in the summer of 2017 and leave the city with a beautiful self sustaining native garden that will provide many years of natural beauty with a minimal amount of care. These natives have evolved over time to adapt to the rough weather conditions at the Riverwalk. It is often windy and dry there. The soil is not full of nutrients. You have to give a lot of credit to these plants for thriving in this harsh but native environment.

1st GOAL/OBJECTIVE

Our first goal is to finish planting on the last 500 square feet of land. We plant on 1'X1' grids so we will need 500 plants. We can purchase them wholesale at Stone Silo Prairie Nursery in De Pere for \$3.50 each. The De Pere Community Service grant would allow us to purchase 85 plants. We are expecting some funding again from the FRNSA and the local Master Gardener program. Just this year we applied for a WIMGA (Wisconsin Master Gardeners Association) grant of \$400 and we were lucky enough to receive it! We again plan on growing many of the natives in our own basements over the winter.

2nd GOAL/OBJECTIVE

Our second goal is to provide signage along the garden informing the public of the names of the over 100 different species of native plants growing there. For the last two years we had a weatherproof illustrated booklet available for viewing. It has gotten pretty beaten up by the wind and weather so this year we are hoping to replace it with a soft vinyl illustrated booklet. The public has shown much interest in our project whenever we have worked there. They are eager to learn about the benefits of native gardening. We would love to provide signage about the fact that ONLY natives can provide both host and nectar plants to pollinators. Wouldn't the public like to know how native plants' long roots absorb excess rainfall and prevent water from running directly into our rivers and streams---helping to provide clean water for everyone?

3rd GOAL/OBJECTIVE

Our third goal would be to start a small volunteer corps of weeders to help keep the garden aesthetically pleasing. It is true that natives don't need a ton of attention but there are still weeds that are happy and eager to push themselves in. If these weeds are left to invade, they can certainly detract from the garden's future beauty. We think the weeders will take pride in contributing to a highly visible and historically interesting part of our town.

1ST GOAL/OBJECTIVE**Description:****2ND GOAL/OBJECTIVE****Description:****3RD GOAL/OBJECTIVE****Description:**

MISCELLANEOUS INFORMATION

Deadlines: Grant application deadline is June 1 or December 1 of each year. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

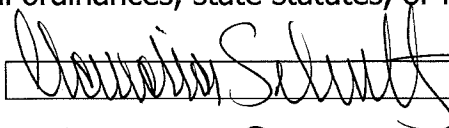
All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative):



Date:

Printed Name (Group Representative):

Claudia Schultz

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

MEETING DATE: December 20, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 12-20-16 VOUCHERS (PDF)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6426	ACL							
	I-201611=0	ACL	R	12/20/2016		160.80CR	080544	160.80
0302	AIRGAS USA LLC							
	I-9057879734	AIRGAS USA LLC	R	12/20/2016		129.71CR	080545	
	I-9940559764	AIRGAS USA LLC	R	12/20/2016		315.20CR	080545	444.91
2982	ALL CITY COMMUNICATIONS							
	I-4699567-120116	ALL CITY COMMUNICATIONS	R	12/20/2016		167.60CR	080546	167.60
5158	AMBROSIUS STUDIOS INC							
	I-2486	AMBROSIUS STUDIOS INC	R	12/20/2016		85.00CR	080547	85.00
2878	ARING EQUIPMENT CO INC							
	I-724531	ARING EQUIPMENT CO INC	R	12/20/2016		226.46CR	080548	
	I-724690	ARING EQUIPMENT CO INC	R	12/20/2016		311.90CR	080548	538.36
5604	AURORA BAYCARE MED CTR LLC							
	I-TT371	AURORA BAYCARE MED CTR LLC	R	12/20/2016		4,937.05CR	080549	4,937.05
5199	AYRES ASSOCIATES INC							
	I-166180	AYRES ASSOCIATES INC	R	12/20/2016		1,718.50CR	080550	1,718.50
0020	BADGERLAND PRINTING INC							
	I-28768	BADGERLAND PRINTING INC	R	12/20/2016		54.00CR	080551	54.00
0023	BATTERIES PLUS LLC							
	I-501-506899	BATTERIES PLUS LLC	R	12/20/2016		120.95CR	080552	
	I-501-507134	BATTERIES PLUS LLC	R	12/20/2016		134.95CR	080552	255.90
0132	BAY AREA HUMANE SOCIETY AND							
	I-204	BAY AREA HUMANE SOCIETY AND	R	12/20/2016		973.50CR	080553	973.50
0027	BAY TOWEL INC							
	I-2284960	BAY TOWEL INC	R	12/20/2016		35.07CR	080554	
	I-2289111	BAY TOWEL INC	R	12/20/2016		35.07CR	080554	
	I-2293255	BAY TOWEL INC	R	12/20/2016		35.07CR	080554	
	I-2295633	BAY TOWEL INC	R	12/20/2016		159.54CR	080554	
	I-2295655	BAY TOWEL INC	R	12/20/2016		71.43CR	080554	336.18
7067	BEST STUMP GRINDING LLC							
	I-11302016	BEST STUMP GRINDING LLC	R	12/20/2016		2,272.10CR	080555	
	I-12062016	BEST STUMP GRINDING LLC	R	12/20/2016		560.00CR	080555	2,832.10

Attachment: 12-20-16 VOUCHERS (5394 : Voucher Approval.)

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PACKET: 05370 DEC 2016 COUNCIL - 2 12-20-16

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2944	BROWN COUNTY JAIL							
	I-201612086629	BROWN COUNTY JAIL	R	12/20/2016		1,760.00CR	080556	1,760.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-32775	BROWN COUNTY PORT SOLID WASTE	R	12/20/2016		23,046.63CR	080557	23,046.63
2984	BROWN COUNTY TREASURER							
	I-2016-00000001 CLER	BROWN COUNTY TREASURER	R	12/20/2016		787.16CR	080558	787.16
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-E00060	BRUCE MUNICIPAL EQUIPMENT INC	R	12/20/2016		6,900.00CR	080559	6,900.00
7144	CALIPER							
	I-I1496558	CALIPER	R	12/20/2016		650.00CR	080560	650.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-233051	CARQUEST AUTO PARTS LLC	R	12/20/2016		16.52CR	080561	16.52
1962	CASPERS TRUCK EQUIPMENT INC							
	I-17418-IN	CASPERS TRUCK EQUIPMENT INC	R	12/20/2016		111.44CR	080562	111.44
0536	CDW GOVERNMENT INC							
	I-GCN2563	CDW GOVERNMENT INC	R	12/20/2016		4,738.60CR	080563	
	I-GCW2057	CDW GOVERNMENT INC	R	12/20/2016		126.07CR	080563	
	I-GCW2059	CDW GOVERNMENT INC	R	12/20/2016		126.07CR	080563	
	I-GCW6770	CDW GOVERNMENT INC	R	12/20/2016		273.00CR	080563	5,263.74
6575	CEDAR CORP							
	I-90526	CEDAR CORP	R	12/20/2016		175.00CR	080564	175.00
0812	COLORTECH OF WISCONSIN INC							
	I-7784	COLORTECH OF WISCONSIN INC	R	12/20/2016		345.00CR	080565	345.00
2926	CROSBY HEAVY DUTY WRECKER SERV INC							
	I-79856	CROSBY HEAVY DUTY WRECKER SERV	R	12/20/2016		50.00CR	080566	50.00
1302	DE KEYSER CONST CO INC							
	I-1600-147	DE KEYSER CONST CO INC	R	12/20/2016		1,749.90CR	080567	1,749.90
0069	DE PERE GREENHOUSE INC							
	I-27681	DE PERE GREENHOUSE INC	R	12/20/2016		49.95CR	080568	49.95

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
6946	DEAN ENTERPRISES LLC							
	I-D-49068	DEAN ENTERPRISES LLC	R	12/20/2016		105.75CR	080569	105.75
0075	DIGGERS HOTLINE INC							
	I-161 1 36401	DIGGERS HOTLINE INC	R	12/20/2016		360.21CR	080570	
	I-161 1 36402	DIGGERS HOTLINE INC	R	12/20/2016		12.18CR	080570	372.39
3212	DIXON ENGINEERING INC							
	I-16-1406	DIXON ENGINEERING INC	R	12/20/2016		3,600.00CR	080571	3,600.00
0079	DORSCH CORP							
	I-66269	DORSCH CORP	R	12/20/2016		328.02CR	080572	328.02
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1869361	EMERGENCY MEDICAL PRODUCTS INC	R	12/20/2016		299.50CR	080573	
	I-1871007	EMERGENCY MEDICAL PRODUCTS INC	R	12/20/2016		56.23CR	080573	355.73
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-1116-3156	EMPLOYEE RESOURCE CENTER INC	R	12/20/2016		417.00CR	080574	417.00
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201612086630	EMS MEDICAL BILLING ASSOC LLC	R	12/20/2016		2,146.24CR	080575	2,146.24
7508	EVATECH INC							
	I-2587	EVATECH INC	R	12/20/2016		16,700.00CR	080576	16,700.00
7422	EXCEL UNDERGROUND LLC							
	I-4818	EXCEL UNDERGROUND LLC	R	12/20/2016		4,176.45CR	080577	4,176.45
2627	FESTIVAL FOODS INC							
	I-201612086631	FESTIVAL FOODS INC	R	12/20/2016		25.65CR	080578	
	I-201612136643	FESTIVAL FOODS INC	R	12/20/2016		32.66CR	080578	58.31
7096	JAMES M. FICO PHD							
	I-201612086632	JAMES M. FICO PHD	R	12/20/2016		325.00CR	080579	325.00
0835	FOSTER COACH SALES INC							
	I-10633	FOSTER COACH SALES INC	R	12/20/2016		288.13CR	080580	
	I-10649	FOSTER COACH SALES INC	R	12/20/2016		89.75CR	080580	377.88
0105	FOX SPECIALITY COMPANY							
	I-34449	FOX SPECIALITY COMPANY	R	12/20/2016		38.81CR	080581	38.81

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0089	FRV INC							
	I-127426	FRV INC	R	12/20/2016		699.51CR	080582	699.51
7079	G & O THERMAL SUPPLY COMPANY							
	I-20368	G & O THERMAL SUPPLY COMPANY	R	12/20/2016		176.32CR	080583	176.32
2495	GLAXOSMITHKLINE							
	I-33693176	GLAXOSMITHKLINE	R	12/20/2016		1,143.00CR	080584	1,143.00
0828	GLOBAL EQUIPMENT CO							
	I-110336323	GLOBAL EQUIPMENT CO	R	12/20/2016		595.94CR	080585	595.94
6923	GORDON FLESCH COMPANY INC.							
	I-IN11749999	GORDON FLESCH COMPANY INC.	R	12/20/2016		117.00CR	080586	117.00
0116	GRAINGER INC							
	I-9283385970	GRAINGER INC	R	12/20/2016		2.83CR	080587	
	I-9283385988	GRAINGER INC	R	12/20/2016		6.62CR	080587	
	I-9283385996	GRAINGER INC	R	12/20/2016		127.66CR	080587	
	I-9284702462	GRAINGER INC	R	12/20/2016		94.54CR	080587	
	I-9295700406	GRAINGER INC	R	12/20/2016		255.90CR	080587	
	I-9296025852	GRAINGER INC	R	12/20/2016		104.24CR	080587	591.79
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-988477220	GRAYBAR ELECTRIC COMPANY INC	R	12/20/2016		57.90CR	080588	57.90
2044	GREEN BAY TITLE COMPANY INC							
	I-201612136644	GREEN BAY TITLE COMPANY INC	R	12/20/2016		105.00CR	080589	105.00
4902	HALRON LUBRICANTS INC							
	C-882711-00	HALRON LUBRICANTS INC	R	12/20/2016		50.00	080590	
	C-883970-00	HALRON LUBRICANTS INC	R	12/20/2016		40.00	080590	
	I-882521-00	HALRON LUBRICANTS INC	R	12/20/2016		50.00CR	080590	
	I-883694-00	HALRON LUBRICANTS INC	R	12/20/2016		785.61CR	080590	745.61
5674	HOME TEAM SPORTS & APPAREL INC							
	I-28447	HOME TEAM SPORTS & APPAREL INC	R	12/20/2016		129.90CR	080591	
	I-28491	HOME TEAM SPORTS & APPAREL INC	R	12/20/2016		595.30CR	080591	
	I-28495	HOME TEAM SPORTS & APPAREL INC	R	12/20/2016		127.90CR	080591	853.10
6589	HSBS EWD							
	I-201612136645	HSBS EWD	R	12/20/2016		46.50CR	080592	46.50

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5484	HYDROCOP INC							
	I-40935-IN	HYDROCOP INC	R	12/20/2016		2,876.00CR	080593	
	I-40988-IN	HYDROCOP INC	R	12/20/2016		3,325.00CR	080593	6,201.00
1399	INDOFF INC							
	I-2881645	INDOFF INC	R	12/20/2016		135.59CR	080594	
	I-2884453	INDOFF INC	R	12/20/2016		22.58CR	080594	
	I-2886292	INDOFF INC	R	12/20/2016		749.98CR	080594	
	I-2887537	INDOFF INC	R	12/20/2016		76.47CR	080594	
	I-2888360	INDOFF INC	R	12/20/2016		79.98CR	080594	
	I-2889635	INDOFF INC	R	12/20/2016		12.29CR	080594	1,076.89
2602	JOSSART BROTHERS INC							
	I-210	JOSSART BROTHERS INC	R	12/20/2016		1,679.95CR	080595	1,679.95
1276	JX ENTERPRISES INC							
	I-D-263270053	JX ENTERPRISES INC	R	12/20/2016		10.26CR	080596	
	I-D-263280096	JX ENTERPRISES INC	R	12/20/2016		120.02CR	080596	
	I-D-263330009	JX ENTERPRISES INC	R	12/20/2016		35.50CR	080596	
	I-D-263330021	JX ENTERPRISES INC	R	12/20/2016		4.23CR	080596	
	I-D-263340042	JX ENTERPRISES INC	R	12/20/2016		8.54CR	080596	
	I-D-263340118	JX ENTERPRISES INC	R	12/20/2016		10.26CR	080596	
	I-D-263350140	JX ENTERPRISES INC	R	12/20/2016		5.72CR	080596	
	I-D-263360011	JX ENTERPRISES INC	R	12/20/2016		20.42CR	080596	
	I-D-263400020	JX ENTERPRISES INC	R	12/20/2016		13.00CR	080596	
	I-D-263420145	JX ENTERPRISES INC	R	12/20/2016		32.90CR	080596	260.85
4584	KRUCZEK CONST INC							
	I-16-09 (6)	KRUCZEK CONST INC	R	12/20/2016		50,601.84CR	080597	50,601.84
3140	KUNDINGER FLUID POWER INC							
	I-50406390	KUNDINGER FLUID POWER INC	R	12/20/2016		1.35CR	080598	
	I-50409136	KUNDINGER FLUID POWER INC	R	12/20/2016		1.76CR	080598	3.11
5303	LAKE AREA PUBLIC WKS ASSOC							
	I-201612086633	LAKE AREA PUBLIC WKS ASSOC	R	12/20/2016		75.00CR	080599	75.00
0156	LAWSON PRODUCTS INC							
	I-9304529572	LAWSON PRODUCTS INC	R	12/20/2016		499.48CR	080600	
	I-9304537838	LAWSON PRODUCTS INC	R	12/20/2016		16.15CR	080600	515.63
0159	LEXIS NEXIS INC							
	I-3090763365	LEXIS NEXIS INC	R	12/20/2016		214.00CR	080601	214.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1443	MARTIN SYSTEMS INC							
	I-141300	MARTIN SYSTEMS INC	R	12/20/2016		299.40CR	080602	
	I-141301	MARTIN SYSTEMS INC	R	12/20/2016		299.40CR	080602	598.80
0173	MENARDS INC							
	I-96556	MENARDS INC	R	12/20/2016		2.69CR	080603	
	I-96560	MENARDS INC	R	12/20/2016		9.96CR	080603	
	I-96618	MENARDS INC	R	12/20/2016		11.96CR	080603	
	I-96656	MENARDS INC	R	12/20/2016		7.51CR	080603	
	I-97065	MENARDS INC	R	12/20/2016		79.99CR	080603	
	I-97070	MENARDS INC	R	12/20/2016		29.91CR	080603	
	I-97321	MENARDS INC	R	12/20/2016		55.94CR	080603	
	I-97335	MENARDS INC	R	12/20/2016		4.48CR	080603	
	I-97342	MENARDS INC	R	12/20/2016		3.12CR	080603	
	I-97396	MENARDS INC	R	12/20/2016		9.72CR	080603	
	I-97409	MENARDS INC	R	12/20/2016		112.75CR	080603	
	I-97442	MENARDS INC	R	12/20/2016		14.01CR	080603	342.04
1475	MUNICIPAL CODE CORP							
	I-279209	MUNICIPAL CODE CORP	R	12/20/2016		1,797.75CR	080604	1,797.75
4679	NEWSC							
	I-1274	NEWSC	R	12/20/2016		2,200.00CR	080605	2,200.00
3191	NIELSON COMMUNICATIONS INC							
	I-AT10927	NIELSON COMMUNICATIONS INC	R	12/20/2016		49.90CR	080606	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-316801	NORTHEAST AUTO PARTS INC	R	12/20/2016		20.98CR	080607	
	I-316820	NORTHEAST AUTO PARTS INC	R	12/20/2016		39.48CR	080607	
	I-316843	NORTHEAST AUTO PARTS INC	R	12/20/2016		16.78CR	080607	
	I-316847	NORTHEAST AUTO PARTS INC	R	12/20/2016		59.52CR	080607	
	I-316886	NORTHEAST AUTO PARTS INC	R	12/20/2016		29.76CR	080607	
	I-316973	NORTHEAST AUTO PARTS INC	R	12/20/2016		179.00CR	080607	
	I-317037	NORTHEAST AUTO PARTS INC	R	12/20/2016		42.49CR	080607	
	I-317045	NORTHEAST AUTO PARTS INC	R	12/20/2016		69.00CR	080607	457.01
4245	NOVER ENGELSTEIN & ASSOC, INC.							
	I-M2017	NOVER ENGELSTEIN & ASSOC, INC.	R	12/20/2016		600.00CR	080608	600.00
0187	NSIGHT TELS SERVICES							
	I-201612136646	NSIGHT TELS SERVICES	R	12/20/2016		65.04CR	080609	65.04

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PACKET: 05370 DEC 2016 COUNCIL - 2 12-20-16

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
0966	OLD DOMINION BRUSH							
	I-97619-IN	OLD DOMINION BRUSH	R	12/20/2016		141.84CR	080610	141.84
0194	OLSON TRAILER & BODY LLC							
	I-75421C	OLSON TRAILER & BODY LLC	R	12/20/2016		260.10CR	080611	260.10
0208	POMP'S TIRE SERVICE INC							
	C-1010033147	POMP'S TIRE SERVICE INC	R	12/20/2016		125.00	080612	
	C-1010037322	POMP'S TIRE SERVICE INC	R	12/20/2016		125.00	080612	
	C-10467172	POMP'S TIRE SERVICE INC	R	12/20/2016		80.00	080612	
	I-1010044548	POMP'S TIRE SERVICE INC	R	12/20/2016		355.56CR	080612	
	I-90036075	POMP'S TIRE SERVICE INC	R	12/20/2016		825.96CR	080612	
	I-90036221	POMP'S TIRE SERVICE INC	R	12/20/2016		26.95CR	080612	
	I-90036265	POMP'S TIRE SERVICE INC	R	12/20/2016		103.45CR	080612	981.92
1246	PREVEA HEALTH							
	I-106606	PREVEA HEALTH	R	12/20/2016		116.55CR	080613	
	I-107028	PREVEA HEALTH	R	12/20/2016		413.50CR	080613	530.05
0395	PRO ONE JANITORIAL INC							
	I-116897	PRO ONE JANITORIAL INC	R	12/20/2016		979.00CR	080614	979.00
6948	RAY'S TIRE							
	I-3-40978	RAY'S TIRE	R	12/20/2016		1,148.72CR	080615	
	I-3-41425	RAY'S TIRE	R	12/20/2016		150.00CR	080615	1,298.72
6380	ROCK OIL REFINING INC							
	I-256750	ROCK OIL REFINING INC	R	12/20/2016		90.00CR	080616	90.00
7447	ROUTE READY PARTS & SERVICE							
	I-5959-00	ROUTE READY PARTS & SERVICE	R	12/20/2016		184.37CR	080617	
	I-5987-00	ROUTE READY PARTS & SERVICE	R	12/20/2016		245.43CR	080617	429.80
1890	S I METALS AND SUPPLY							
	I-190342	S I METALS AND SUPPLY	R	12/20/2016		24.50CR	080618	
	I-190424	S I METALS AND SUPPLY	R	12/20/2016		73.50CR	080618	98.00
3234	SHERWIN WILLIAMS							
	I-9363-5	SHERWIN WILLIAMS	R	12/20/2016		98.56CR	080619	98.56
0248	SHOPKO STORES OPERATING CO LLC							
	I-201612086634	SHOPKO STORES OPERATING CO LLC	R	12/20/2016		76.86CR	080620	76.86

Attachment: 12-20-16 VOUCHERS (5394 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7509	SIGNMART.COM							
	I-SM-17981	SIGNMART.COM	R	12/20/2016		145.80CR	080621	145.80
0719	SPRINGSTED INC							
	I-296.128 (1)	SPRINGSTED INC	R	12/20/2016		5,095.00CR	080622	5,095.00
0999	STAPLES ADVANTAGE							
	I-7167182888-000001	STAPLES ADVANTAGE	R	12/20/2016		49.41CR	080623	49.41
4094	STATE BAR OF WISCONSIN							
	I-5014877	STATE BAR OF WISCONSIN	R	12/20/2016		62.91CR	080624	
	I-5015614	STATE BAR OF WISCONSIN	R	12/20/2016		68.15CR	080624	131.06
0262	TEMPERATURE SYSTEMS INC							
	I-2564480-00	TEMPERATURE SYSTEMS INC	R	12/20/2016		79.74CR	080625	
	I-2569672-00	TEMPERATURE SYSTEMS INC	R	12/20/2016		212.13CR	080625	291.87
1301	TRACE ANALYTICS INC							
	I-16-17727	TRACE ANALYTICS INC	R	12/20/2016		332.00CR	080626	332.00
7309	TRILLIUM CNG							
	I-1612052124	TRILLIUM CNG	R	12/20/2016		3,551.25CR	080627	3,551.25
0268	TRUCK EQUIPMENT INC							
	I-717960-00	TRUCK EQUIPMENT INC	R	12/20/2016		75.72CR	080628	75.72
0417	TWEET GAROT MECHANICAL INC							
	I-41325	TWEET GAROT MECHANICAL INC	R	12/20/2016		96.79CR	080629	96.79
3858	ULINE							
	I-82297839	ULINE	R	12/20/2016		53.09CR	080630	53.09
0272	UNIFORM SHOPPE INC							
	I-260831	UNIFORM SHOPPE INC	R	12/20/2016		472.50CR	080631	
	I-261168	UNIFORM SHOPPE INC	R	12/20/2016		151.85CR	080631	
	I-261180	UNIFORM SHOPPE INC	R	12/20/2016		79.95CR	080631	
	I-261234	UNIFORM SHOPPE INC	R	12/20/2016		309.50CR	080631	
	I-261238	UNIFORM SHOPPE INC	R	12/20/2016		153.90CR	080631	
	I-261239	UNIFORM SHOPPE INC	R	12/20/2016		84.80CR	080631	1,252.50
0857	USA BLUEBOOK							
	I-105850	USA BLUEBOOK	R	12/20/2016		97.24CR	080632	97.24

Attachment: 12-20-16 VOUCHERS (5394 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3707	VIKING ELECTRIC SUPPLY							
	C-CM 797999	VIKING ELECTRIC SUPPLY	R	12/20/2016		79.38	080633	
	I-2010274	VIKING ELECTRIC SUPPLY	R	12/20/2016		117.93CR	080633	38.55
5539	VORPAHL FIRE & SAFETY CORP							
	I-215208690	VORPAHL FIRE & SAFETY CORP	R	12/20/2016		1,817.25CR	080634	1,817.25
1054	VOSS SIGNS LLC							
	I-S-194020	VOSS SIGNS LLC	R	12/20/2016		327.50CR	080635	327.50
6093	WALT'S PETROLEUM SERVICE INC							
	I-83333	WALT'S PETROLEUM SERVICE INC	R	12/20/2016		181.40CR	080636	181.40
5566	WI CENTRAL LIMITED							
	I-91264730	WI CENTRAL LIMITED	R	12/20/2016		75.00CR	080637	75.00
2645	WI DEPT OF JUSTICE							
	I-201612086635	WI DEPT OF JUSTICE	R	12/20/2016		35.00CR	080638	35.00
6469	WI DOCUMENT IMAGING							
	I-72486	WI DOCUMENT IMAGING	R	12/20/2016		223.99CR	080639	223.99
7350	WI MEDIA							
	I-262559	WI MEDIA	R	12/20/2016		960.36CR	080640	960.36
1181	WI PARK AND RECREATION ASSOC							
	I-103-17	WI PARK AND RECREATION ASSOC	R	12/20/2016		125.00CR	080641	
	I-201612136647	WI PARK AND RECREATION ASSOC	R	12/20/2016		399.00CR	080641	
	I-233-17	WI PARK AND RECREATION ASSOC	R	12/20/2016		125.00CR	080641	649.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	98	0.00	174,745.93	174,745.93
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:	98	0.00	174,745.93	174,745.93

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 12-20-16 VOUCHERS (5394 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT
100	12/2016	90,174.18CR
201	12/2016	3,015.70CR
205	12/2016	105.00CR
208	12/2016	63.93CR
235	12/2016	345.00CR
260	12/2016	5,095.00CR
405	12/2016	53,335.53CR
601	12/2016	17,892.04CR
650	12/2016	4,719.55CR
=====		
ALL		174,745.93CR

Attachment: 12-20-16 VOUCHERS (5394 : Voucher Approval.)

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

MEETING DATE: December 20, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 12-20-16 (PDF)

CITY OF DE PERE - December 20, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	BECKS, BRYAN	817 THIRD ST	DE PERE	WI	54115
2	GERONDALE, AMBER L.	1739 BRIQUELET ST	GREEN BAY	WI	54304

New Operator License Applications for the 2016-2018 Licensing Period					
1	HEISE, AMY L.	1028 MICHALINE APT D	GREEN BAY	WI	54304
2	NELSON, BARTHOLOMEW J.	3117 PIONEER DR	GREEN BAY	WI	54313
3	VAN ROSSUM, MELISSA M.	1326 HOCKERS ST	DE PERE	WI	54115
4	WRITT, BRYNN M.	915 THIRD ST	DE PERE	WI	54115

Attachment: 12-20-16 (5376 : Operator License Applications.)