



Common Council

Regular Meeting

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

Agenda

Tuesday, July 19, 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 **July 19, 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 June 21, 2016 Common Council Meeting.
4. A Public Hearing on a Conditional Use Application to allow residential use in the B-1 Central Business District (Parcel ED-844; 102 N. Broadway Street). Petitioner: City of De Pere.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #16-71, Authorizing and Approving A Conditional Use Permit (Parcel ED-844).
5. A Public Hearing on the rezoning of Parcel WD-VA450 (USH 41), Parcel WD-VA450-1 (1040 Main Ave.), Parcel WD-VA454 (1030 Main Ave.), & Parcel WD-VD455-1 (1028 Main Ave.) from R-1 (Single Family Residence District) to B-2 (Community Shopping District).
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #16-10, Rezoning Certain Property (Parcels WD-VA450, WD-VA450-1, WD-VA454 and WD-VA455-1).
6. Public comment upon matters not on the agenda or other announcements.
7. Proclamation Congratulating and Thanking the City Band for Entertaining City of De Pere Residents and Guests for 40 Years presented by Mayor Walsh.
8. Recommendation of the Plan Commission to Approve the Application for Extraterritorial Final Plat for Heritage Heights in the Town of Ledgewood. Submitted by: Mau & Associates.

9. Recommendation of the Plan Commission to Approve the Application for Extraterritorial Final Plat for KB Sunset Acres, a fourteen lot plat in the Town of Lawrence. Surveyor: Mau & Associates
10. Recommendation from the Plan Commission to approve the application for a three-lot CSM in the West Business Park. Surveyor: Robert E. Lee & Associates
11. Recommendation from the Plan Commission to approve the application for a railroad outlot CSM in the West Business Park. Surveyor: Robert E. Lee & Associates
12. Recommendation from the Finance & Personnel Committee to accept donation of "Med Bags" to the Fire Department.
13. Recommendation from the Finance & Personnel Committee to accept the donation of 200 smoke detectors to the Fire Department.
14. Recommendation from the Board of Park Commissioners to approve the Wochinske Donation for the Recreation Scholarship Fund in the amount of \$2,500.
15. Recommendation from the Board of Park Commissioners to Award Optimist Playground Surface Project 16-12 to Blumel's Maintenance Service, Inc. In the amount of \$34,700.
16. Ordinance #16-11, Amending Section 13-7 De Pere Municipal Code Regarding Special Assessments for Storm Sewer Improvements Benefitting Existing Non-Residential Properties
17. Ordinance #16-12, Repealing and Recreating Chapter 82-Solid Waste/Curbside Recyclable Collection
18. Resolution #16-72, Disallowance of Claim, Washworld, Inc.
19. Resolution #16-73, Authorizing Second Revision to State/Municipal Agreement for State Highway 32 Reconstruction Project
20. Resolution #16-74, Opposing Proposed Change in Brown County Highway Improvement Cost Sharing Policies.
21. Resolution 16-75, Authorizing An Agreement Between the City of De Pere and the Brown County Fair Association, Inc. for Improvements to City Property
22. Resolution #16-76, Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Fox Point Boat Launch Renovations.
23. Resolution #16-77, Authorizing Service Agreement for Professional Services Between the City of De Pere and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (Emergency Medical Service User Fee Billing Services)
24. Resolution #16-78, An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.
25. Resolution #16-79, An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.
26. Consideration of Emergency Roof Repairs to Police Department
27. Discussion on City invoice to Kiwanis Club of De Pere for the De Pere Kiwanis Memorial Day Parade.
28. Discussion regarding the stadium tax refund (requested by Alderperson Raasch).

- 29. Voucher Approval.
- 30. Operator License Applications.
- 31. Future agenda items.
- 32. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Ken Petersen
Kevin Bauer
DEPERE LAW BUILDING LLC
AYMEE BALISON
SERA K PROPERTIES LLC
GREAT DANE LLC
LEFEBVRE INVESTMENT CO LLC
THOMAS ZOELLER
MC KIM T & LISA J B BOYD
HZ PROPERTIES LLC
OUR HERITAGE FAMILY LTD PARTNERSHIP
JDA ENTERPRISES OF WISCONSIN LLC
THE LEE BUILDING CORP
STARRY DEVELOPMENT LLC
BELLE HOLDINGS LLC
WADE CONARD
SEROOGY BROTHERS LLP
MARC P & PAULA K BRUMMEL
KEVIN J & WENDY M KRYSHAK
J & J ENTERPRISES OF DE PERE LLP
TL BROOKS HOLDINGS LLC
JOURNEY COMMUNITY CHURCH INC
MARC BILOTTI
BELMONT DOWNTOWN ENTERPRISES
GET REEL ENTERTAINMENT LLC
GILLESPIE PROPERTIES LLC
SAKS HOLDINGS LLC
KORDES LLC
THE HILLCREST PRTNESH #1 LLP
GARRITT BADER
JASON TADYCH
VALLEY KING OF WSICONSIN
1002 MAIN STREET DEPERE LLC
RAYMOND HOFFMAN

VHC INC
WISC DEPT OF TRANS ATTN: REAL ESTATE
ROBERT ZYCH
REBECCA PETERSON
FIRST CONGREGATIONAL CHURCH
WILLIAM F & MARLA TESNOW
RITA DOHERTY
SCHINKTEN PROPERTIES LLC
THOMAS SMITS
MCDONALD'S RESTAURANT
MC DONALD'S CORPORATE OFFICE
KIWANIS CLUB OF DE PERE
TERRY HASSELBACHER
TINA WARNKE, WASHWORLD INC
JOE MURRAY, SPRINGSTED
SCOTT STERNHAGEN, SCHENCK
MIKE KONECNY, SCHENCK

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

MEETING DATE: July 19, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the June 21, 2016 Common Council Meeting.

ATTACHMENTS:

- 6-21-2016 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, June 21, 2016

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on June 21, 2016 at 7:30 PM De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Aldersperson	Present
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Michael Donovan	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Excused
Dean Raasch	Aldersperson	Present
Lisa Rafferty	Aldersperson	Present

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the June 7, 2016 Common Council Meeting.

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

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

Aldersperson Jennings invited everyone to attend the first East West Music Fest this Thursday, as well as the Farmer's Market at 4:00 p.m. on Wisconsin Ave. The website with more information is www.definitelydepere.org.

5. Confirmation of Appointment To Position of Assistant City Engineer

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

6. Recommendation from the License Committee on an application for a Temporary Premise Description Change for Union Hotel Corp.

Attachment: 6-21-2016 Common Council Minutes (4895 : Approval of the Minutes of the June 21, 2016 Common Council Meeting.)

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

7. Recommendation from the License Committee on a Special Permit Allowing Consumption of Alcohol Beverages on Public Ways. Submitted by Union Hotel Corp. (d.b.a. the Union Hotel) For a Private Event on Sunday, July 3, 2016.

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

8. Recommendation from the License Committee on an Application for a Class "B" Beer and "Class B" Liquor License for Next Level Entertainment LLC (DBA Rock Lobster Pub), 413 Main Av. Submitted by Next Level Entertainment LLC, Agent: Steve Peterson, 344 McDonald St., Oconto, WI.

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

9. Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, Class "B" Fermented Malt Beverage Licenses, Class "C" Wine Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period for July 1, 2016 to June 30, 2017.

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

10. Recommendation from the Finance & Personnel Committee to purchase a new fire engine (rescue pumper).

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

11. Recommendation from Finance Personnel Committee to Approve Police Department Applying for a Class B Raffle for K-9 Fundraising

Aldersperson Carpenter asked if the tickets for the raffle are available just at the golf course. Captain Haagen explained that the raffle is planned for that day only at that location only.

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

12. Recommendation of the Board of Public Works to Award the Contract for Project 16-07 Asphalt, Curb, & Utility Repair to Wood Sewer & Excavation Inc. In the Amount of \$1,573,690.

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

13. Ordinance #16-09, Amending Chapter 150 De Pere Municipal Code Regarding Long-term Parking Regulations.

Economic Development and Planning Director Kim Flom explained that she received no negative feedback on the proposed changes. Discussion followed regarding the signage that will change with this ordinance.

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

14. Resolution #16-61, Accepting Offer of Province Builders & Realty Inc. (ED-2714).

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

15. Resolution #16-62, Accepting Offer From Thomas J. Riesenberg and Terry A. Riesenberg to Purchase Parcel ED-2679 (795 Killarny Trail).

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

16. Resolution #16-63, Accepting Storm Water Easement from Kwik Trip, Inc. (Parcel WD-451).

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

17. Resolution #16-64, Authorizing Agreement Between Brown County Health Department and City of De Pere for Pool Water Analysis.

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

18. Resolution #16-65, Authorizing Compliance Maintenance Annual Report (CMAR) for Wastewater Collection System.

The Mayor congratulated the department on the "A" grades on financial management and collection system.

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

19. Resolution #16-66, Authorizing Amendment 1 to Division of Public Health DPH Contract #30511.

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

20. Resolution #16-67, Supporting Increased Transportation Funding (#JustFixItWI).

City Administrator Larry Delo explained that though the state population is growing, the funding for transportation is decreasing.

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

21. Resolution #16-68, Resolution Establishing Non-Lapsing Funds as of December 31, 2015.

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

22. Resolution #16-69, Authorizing Software Licensing Agreement Between the City of De Pere and Image Trend, Inc. (Fire Department Records Management).

Alderperson Carpenter asked about the cost per call going up annually. Fire Chief Dennis Rubin replied that if the quantity of calls increases then so do the fees. The 3% annual increase goes towards the product. He explained that he believes the City will be better off with this contract as opposed to the contract the City currently has with a company that provides ambulance billing and that the City will see savings moving forward. Discussion followed regarding the contract and the need for 5 new toughbooks.

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

23. Resolution #16-70, Authorizing Reimbursement to the Wisconsin Department of Transportation (WisDOT) for Sale of Surplus Right of Way.

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

24. Consider Community Service Grant Application.

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

25. Discussion of and Update on Research Regarding the Unassigned Parcel (Front Street west of Fox River Trail at former Bridge Abutment)

City Attorney Judy Schmidt-Lehman explained that she hasn't learned much about the parcel since the last meeting; Brown County is looking into property that they believe may belong to the DNR in the green space area. She does not have a time frame for when she will find out.

26. Consideration of One Law Group request for Conflict Waiver

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

27. Voucher Approval.

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

28. Operator License Applications.

CITY OF DE PERE -June 21, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	COWAN, MITCHELL J.	100 N. FRONT ST #101	DE PERE	WI	54401
2	HURST, MICHAEL J.	205 S. OAKLAND AV #B	GREEN BAY	WI	54303
3	RADEY, JESSICA A.	3070 WEST POINT RD	GREEN BAY	WI	54303
4	TAVERA, ALEX	3694 MAY LN	DE PERE	WI	54401
5	VAN DYKE, JACK M.	421 S. ONTARIO ST	DE PERE	WI	54401
6	YATSO, RACHEL K.	1752 BURGOYNE CT #25	DE PERE	WI	54401

New Operator License Applications for the 2016-2018 Licensing Period					
1	BARZYK, CLAIRE M.	100 GRANT ST #109	DE PERE	WI	54401
2	BECK, MICAH E.	1096 SPRINGFIELD DR	DE PERE	WI	54401
3	CORRIGAN, JACQUELINE A.	801 ELMORE ST	GREEN BAY	WI	54303
4	DANEN, JESSICA E.	417 S MICHIGAN ST	DE PERE	WI	54401
5	EVENSON, NICHOLAS G.	905 OUTWARD AV	DE PERE	WI	54401
6	GAZELLA, CASEY R.	1409 S. NORWOOD APT C	GREEN BAY	WI	54303
7	HAMMILL, JOSHUA C.	302 GEORGE ST #8	DE PERE	WI	54401
8	HUSS, TABITHA J.	1110 TERRY LN LOT #4	DE PERE	WI	54401
9	LOVAS, JOSEPH R.	1122 TYSON RD	EAGLE RIVER	WI	54401
10	MEERT, JULIE A.	1726 14TH AV	GREEN BAY	WI	54303
11	RUANE, KIERAN	11440 WOODLAWN AV	LEMONT	IL	60460
12	SCHILTZ, ABIGAIL M.	2142 SHERIDAN SPRINGS RD	BURLINGTON	WI	53103
13	SLYE, CASSANDRA M.	238 TERRACE CT	GREEN BAY	WI	54303
14	STEUER, EMILY E.	1730 NANCY AV	GREEN BAY	WI	54303
15	STREAN, STEPHANIE M.	4136 N. FIELD DR	SHEBOYGAN	WI	53081
16	TAYLOR, BRYCE M.	1932 ROOSEVELT ST	WAUSAU	WI	54485
17	VAN ASTEN, BRET P.	611 WINDING WATERS WAY	DE PERE	WI	54401

Renewal Operator License Applications for the 2016-2018 Licensing Period					
1	ALLEN, NAOMI L.	436 JOHN ST	GREEN BAY	WI	54
2	BARTEL, DONNA K.	513 W. MAIN ST	CHILTON	WI	53
3	BECK, AMANDA S.	631 SUNSET AV	KAUKAUNA	WI	54
4	BOSETSKI, LINDSEY A.	5907 CTY RD KB	DENMARK	WI	54
5	BREWER, DAVID L.	914 4TH ST	DE PERE	WI	54
6	BREY, JAMES P.	612 BUTLER ST	DE PERE	WI	54
7	BRUINOOG, JONATHAN L.	212 BELLEVUE ST	GREEN BAY	WI	54
8	BRUINOOG, LAURIE L.	212 BELLEVUE ST	GREEN BAY	WI	54
9	CANADEO, SANDRA A.	922 S SIXTH ST	DE PERE	WI	54
10	CARPENTER, DANIEL J.	1180 TRAILWOOD DR	DE PERE	WI	54
11	CHEVALIER, JENNIFER L.	1030 VERONICA LN	DE PERE	WI	54
12	CONARD, HEATHER L.	1615 MC RAE PL	GREEN BAY	WI	54
13	DAHLE, DULCIE A.	302 GEORGE ST #11	DE PERE	WI	54
14	DAVID, ELIZABETH H.	5882 COUNTY ROAD B	PULASKI	WI	54
15	DUFEK, VIOLETTA L.	2848 CASTLE HILL LN	GREEN BAY	WI	54
16	EHNERD, TANNER J.	526 MARTIN ST	DE PERE	WI	54
17	FAIKEL, CHERYL M.	1320 SCHEURING RD #3	DE PERE	WI	54
18	GARBE, KIM M.	1011 DIVISION ST	GREEN BAY	WI	54
19	GOETZ, ROXANNE J.	802 SPRUCE ST	DE PERE	WI	54
20	GROTH, ELIZABETH A.	127 ST. FRANCIS DR	GREEN BAY	WI	54
21	GULSETH, SHANE D.	702 WESTWIND CT	DE PERE	WI	54
22	HENSLER, JOSIAH J.	3311 WHITE PINE RD	SUAMICO	WI	54
23	HESSEL, CAROL K.	2264 9TH ST	GREEN BAY	WI	54
24	HJORT, JEREMY J.	308 CUSTER CT	GREEN BAY	WI	54
25	KAUFERT, MELISSA A.	1600 N. LEONA ST	APPLETON	WI	54
26	KIMMES, ABIGAIL B.	2636 TROJAN DR	GREEN BAY	WI	54
27	KNECHT, MAGGIE G.	E6811 CAITLIN CT	WEYAUWEGA	WI	54
28	KNECHT, RACHEL E.	2989 HOLMGREN WAY	GREEN BAY	WI	54
29	KOCKEN, TAMMY L.	3631 LOST LN	DE PERE	WI	54
30	KOEHLER, JO ANN	1791 GRANT ST #6	DE PERE	WI	54
31	KOHLWEY, ZACHARY A.	621 SHADY RIDGE CT	GRAFTON	WI	53
32	KONSHAK, JOLENE M.	1080 MATHER ST	GREEN BAY	WI	54
33	KOSTIC, SABINA B.	1818 LOST DAUPHIN RD	DE PERE	WI	54
34	LAES, JULIA A.	516 BAIRD CREEK RD #18	GREEN BAY	WI	54
35	LAUBUGE, MORGAN J.	1345 GRIGNON ST	GREEN BAY	WI	54
36	LE CLOUX, HANNAH M.	1218 MARSHALL AV	GREEN BAY	WI	54
37	LEWIS, MAUREEN T.	816 MANDALAY TER	DE PERE	WI	54
38	LIBERTY, WILLIAM F.	642 1/2 GRANT ST	DE PERE	WI	54

39	LIESNER, VICKIE K.	1312 SCHEURING RD #1	DE PERE	WI	54
40	LONDO, JO A.	1006 CARDINAL ST	DE PERE	WI	54
41	LUEDTKE, RONALD R.	1484 BARBARA LN	DE PERE	WI	54
42	MALCOLM, ABIGAIL Z.	1442 GRIGNON ST	GREEN BAY	WI	54
43	MALY, SANDRA L.	5412 CHURCH RD	NEW FRANKEN	WI	54
44	MASON, BRANDI N.	342 HIGH ST	WRIGHTSTOWN	WI	54
45	MAYER, ANTHONY J.	212 BELLEVUE ST	GREEN BAY	WI	54
46	MULLINS, SUSAN M.	324 S. 9TH ST	DE PERE	WI	54
47	NETZER, NICHOLAS R.	N6563 SEMINARY RD	ONEIDA	WI	54
48	OLSON, JILL A.	561 W. BRIAR LN	GREEN BAY	WI	54
49	PAGENKOPF, AMY C.	715 1/2 IRVINGTON ST	GREEN BAY	WI	54
50	PEROCK, KORTNEY M.	840 PARK ST #24	DE PERE	WI	54
51	POWERS, CHRISTINE M.	2905 ANCESTOR WAY	GREEN BAY	WI	54
52	PURDOM, THOMAS C.	179 CRANSTON CT	GLEN ELLYN	IL	60
53	RASNER, OLIVIA M.	1807 BUNKER HILL CT	DE PERE	WI	54
54	RIEBE II, DAVID J.	250 BRYAN ST	GREEN BAY	WI	54
55	SANDOVAL, ELIZABETH E.	741 MEMORY LN	GREEN BAY	WI	54
56	SARENICH, DEVIN T.	302 MEADOW LN	WRIGHTSTOWN	WI	54
57	SCHINKE, JESSICA L.	825 FRIBOURG ST	DE PERE	WI	54
58	SCHOENFELDT, ALICIA M.	1423 SAND ACRES DR	DE PERE	WI	54
59	SPICE, TRICIA L.	2387 KUBALE LN	GREEN BAY	WI	54
60	STERLETSKE, NANCY L.	208 N. SUPERIOR ST	DE PERE	WI	54
61	STERLETSKE, WILLIAM P.	208 N. SUPERIOR ST	DE PERE	WI	54
62	TRUDELL, SAMUEL J.	2282 RED TAIL GLEN	DE PERE	WI	54
63	VAN DE HEI, AMY J.	601 GREENBELL ST	GREEN BAY	WI	54
64	VANDEHEY, ROSS R.	1169 SMITH ST	GREEN BAY	WI	54
65	VANDERLEEST, ADRIANA M.	1351 VANDERBRAAK ST #B	GREEN BAY	WI	54
66	VAN HANDEL, TAMARA M.	4344 BIG VALLEY	DE PERE	WI	54
67	WATERMOLEN, SHERI L.	702 N. HURON ST	DE PERE	WI	54
68	WHITE, JENNA L.	2249 SAMANTHA ST #76	DE PERE	WI	54
69	WOLFE, AMY L.	826 E. BRIAR LN	GREEN BAY	WI	54
70	WYMAN, JESSE M.	1108 PATRICK HENRY AV	DE PERE	WI	54
71	ZEITLER, PATRICIA J.	1149 ROCKDALE ST	GREEN BAY	WI	54

Aldersperson Raasch moved, seconded by Aldersperson Boyd to table Previously Tabled Operator License Application #4 and to approve Previously Tabled Operator License Applications #1-3 and 5-6. Upon vote, motion carried unanimously.

Aldersperson Raasch moved, seconded by Aldersperson Carpenter to table New Operator License Applications #6 and 8 and to approve New Operator License Applications #1-5, 7, and 9-17. Upon vote, motion carried unanimously.

Aldersperson Raasch moved, seconded by Aldersperson Boyd to approve Renewal Operator License Applications #1-9 and 11-71. Upon vote, motion carried unanimously. Aldersperson Raasch moved,

seconded by Alderperson Boyd to approve Renewal Operator License Application #10. Upon vote, motion carried 6-0 with Alderperson Carpenter abstaining.

29. Future agenda items.

Alderperson Crevier requested a better timeline for the Unassigned Parcel update;
Alderperson Raasch requested discussion on the stadium tax refund.

30. Adjournment.

Alderperson Rafferty moved, seconded by Alderperson Raasch to adjourn the meeting at 8:12 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana D. Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Resolution #16-71, Authorizing and Approving A Conditional Use Permit (Parcel ED-844).

ATTACHMENTS:

- Reso16-71 (DOCX)
- Publication notice 102 N. Broadway CUP (PDF)
- 102 N Broadway PC Staff Report (DOCX)
- Application (PDF)

RESOLUTION #16-71

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcel ED-844)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 19th day of July, 2016 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-43(2)(a)9, De Pere Municipal Code, for purposes of permitting within the B-1 Central Business District, residential occupancy on all floors above the street level floor of the proposed development at 102 North Broadway Street.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of July, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso16-71 (4896 : Resolution #16-71, Authorizing and Approving A Conditional Use Permit (Parcel ED-844).)

Publish: July 11, 2016 (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday, July 19, 2016 at 7:35 p.m. or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway Street, De Pere, Wisconsin, a public hearing will be held by the Common Council of the City of De Pere to act on the conditional use request for the following property:

Conditional Use to allow residential use in the B-1 Central Business District (Parcel ED-844; 102 N. Broadway Street). Petitioner: City of De Pere.

Dated this 11th day of July, 2016.

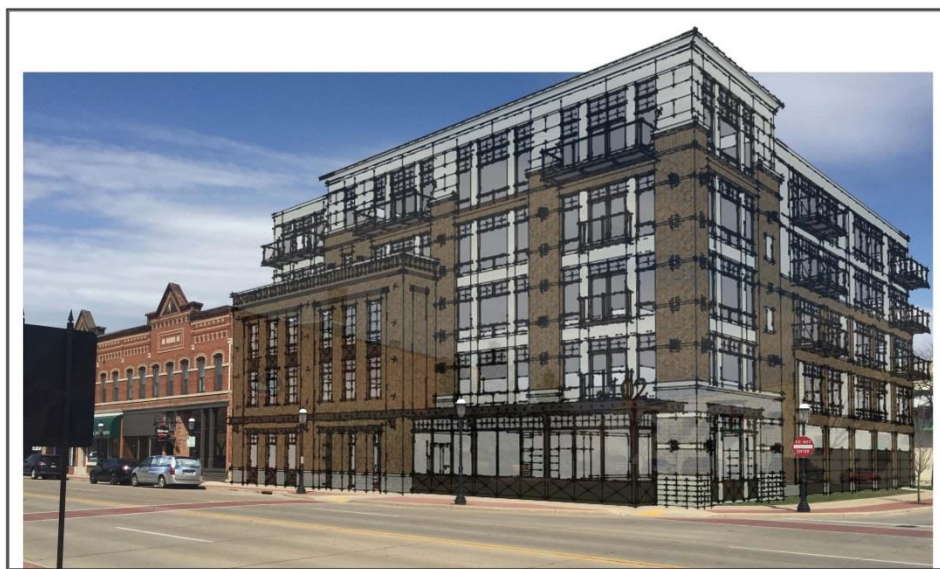
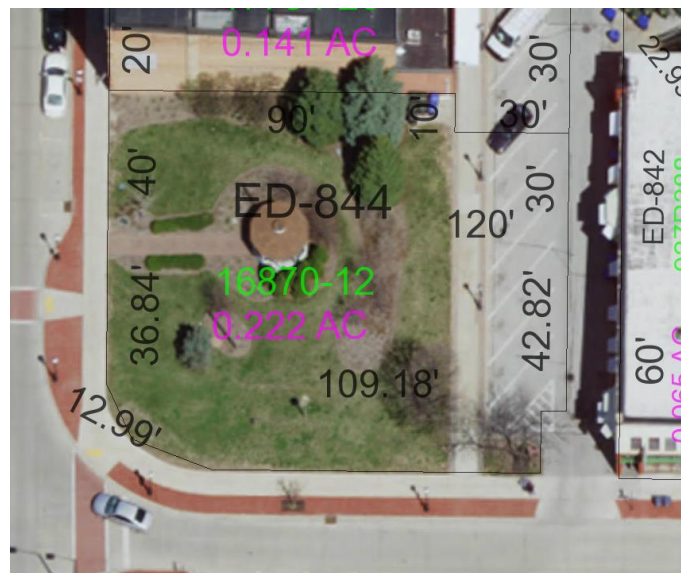
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Ledvina
City Clerk-Treasurer

- Item 2:** Review the Conditional Use Application for 102 N. Broadway, to allow for residential use on the second through fifth floors of the proposed development.
Applicant: City of De Pere.*

The Plan Commission and City Council reviewed and approved a Conditional Use Application for 102 N. Broadway in the fall of 2015 to allow residential occupancy on the second, third, and fourth floors. Because the building has been expanded to include a fifth floor, the Conditional Use Permit must be amended. Under City Code, residential uses above the first floor in a B-1 district are permitted by conditional use. The site plan and developers agreement for the additional story have been previously approved by the Plan Commission, Redevelopment Authority and City Council.



Contextual View from Broadway

studio|de le:u

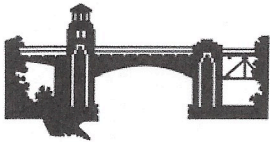
The table below summarizes some of the impacts related to the conditional use request.

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	X		
Will the proposed building be architecturally compatible with those in the surrounding area?	X		
Will the condition create a:			
1. Noise problem		X	
2. Traffic problem		X	
3. Parking problem		X	
4. Highway Access problem		X	
5. Garbage disposal problem		X	
6. Policy and Fire protection problem		X	
7. Be hazardous to children		X	
8. Lighting problem		X	
9. Sewage disposal problem		X	
10. Water supply problem		X	
11. Runoff or drainage problems		X	
12. Windblown articles		X	
13. Water pollution		X	
14. Air pollution		X	
15. Wind erosion		X	
Would the new use of the property have an adverse effect on population densities?		X	
Would the property insurance rates increase for adjoining owners?			X
Would the granting of the conditional use be detrimental to the environment?		X	
Would the proposed use add or create a floodplain problem?		X	
Would prime agricultural land be destroyed if approved?		X	
Will this use have an adverse effect on a school district?		X	
Will this change decrease adjacent property values?		X	
Will the use add to the economic growth of the labor and industry of Brown County?	X		
Is the conditional use primarily for a speculative income return?		X	

Parking for the project was reviewed as part of the site plan submittal but is an important factor when considering downtown residential projects. The building includes 29 residential units (ranging from one to two bedrooms) and is providing 27 indoor parking spaces. City owned lots will provide the 36 additional spaces needed to meet Code parking requirement. This property was assessed for the improvements within Mission Square and thus is available to supplement the off-street parking for the development.

Recommendation:

Staff recommends approval of the conditional use with no conditions to be forwarded to the City Council for final action.

	CITY OF DE PERE APPLICATION FOR CONDITIONAL USE	Fee: \$ 290.00
		Receipt #: Fee Waived
		Date:

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) City of De Pere	Authorized Representative Kim Flom	Title	
Mailing Address 335 S Broadway	City De Pere	State WI	ZIP Code 54115
Email Address kflom@mail.de-pere.org	Phone Number (incl. area code) 9203394043	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity) Broadway Investment Partners, LLC	Contact Person Jason Tadych	Title Principal	
Mailing Address 3032 Autumn Leaves Circle	City Green Bay	State WI	ZIP Code 54313
Email Address jason@tip-llc.com	Phone Number (incl. area code) 920-227-4739	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 102 N Broadway	Parcel No. ED - 844
---	------------------------

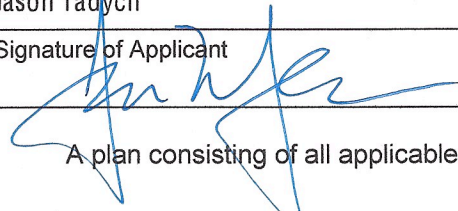
SECTION 4: Proposed Conditional Use

Existing Zoning:	B-1 Central Business District
Present Use of Parcel:	Open Space
Proposed Use of Parcel:	Mixed Use - Commercial on first floor and residential on upper floors
Present Use of Adjacent Properties:	Mixed use and commercial

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Jason Tadych	Title Principal	Phone Number 920-227-4739
Signature of Applicant 		Date Signed

A plan consisting of all applicable information listed on the attached shall be submitted with this application.

TO BE COMPLETED BY CITY STAFF

A Conditional Use Permit is authorized by the De Pere Zoning Code, Section(s):	
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Attachment: Application (4896 : Resolution #16-71, Authorizing and Approving A Conditional Use Permit (Parcel ED-844).)

CONDITIONAL USE REQUIREMENTS

- A. Name of project/development.
- B. Summary of the Conditional Use and general operation of proposed use.
- C. Scale site map of project / development. Map should include proper cartographic references and should include dimensions when appropriate.
- D. If a site plan is required, it should include the following:
 - a. Existing site conditions
 - b. Grading Plan
 - c. Stormwater management plan if required.
 - d. Utility Plan
 - e. Site Plan
 - f. Building elevations with dimensions and materials clearly identified.
 - g. Landscape Plan
 - h. Lighting Plan
 - i. Signage Plan
 - j. Refuse Plan
 - k. Site statistics including site square footage, percent of site coverage, dwelling unit density, percent green or open space and off street parking calculations.
- E. Project timeline
- F. A listing of all required Federal, State and City permits and status of applications.
- G. Other information considered pertinent by the Plan Commission.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Ordinance #16-10, Rezoning Certain Property (Parcels WD-VA450, WD-VA450-1, WD-VA454 and WD-VA455-1).

ATTACHMENTS:

- Ord16-10 (DOCX)
- RZ Public Hearing Notice (PDF)
- PZ Plan Commission Report FINAL for PC (DOCX)

ORDINANCE #16-10

REZONING CERTAIN PROPERTY
(Parcels WD-VA450, WD-VA450-1, WD-VA 454 and WD-VA455-1)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 19th day of July, 2016 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. The following described property:

Parcel WD-VA450 (USH 41)

That part of Lots 31, 32 and 33 of Lawton Farms lying easterly of Highway 41 and part of vacated roads adjoining, excepting 281 D 566 and excepting roads and excepting Parcel 9 of 1 Transportation Plat 138.

Parcel WD-VA450-1 (1040 Main Avenue)

East 60 feet of south 225 feet of Lot 31 of Lawton Farms excepting road and part of Lot 37 and vacated street described in 2520724 and part of Lot 38 and vacated street described in 2525505 and excepting Parcel 9 of 1 Transportation Plat 138.

Parcel WD-VA454 (1030 Main Avenue)

That part of Lot 37 of Lawton Farms as described in J11881-19 excepting road and excepting Parcel 11 of 1 Transportation Plat 138.

Parcel WD-VA455-1 (1028 Main Avenue)

West 126 feet of Lot 37 excepting south 290 feet and west 141 feet of Lot 38, all part of Lawton Farms, also that property described in J8211-6 and vacated streets adjoining.

Ordinance #16-10

Page 2 of 2

shall be and the same are hereby rezoned from the present zoning classification of R-1, Single Family Residential District, to B-2, General Business District, as set forth in and regulated by the provisions of §14-44 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code and further conditioned upon the property owner obtaining access to Main Avenue as is customarily required for commercial development.

Section 2. The Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 4. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of July, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 6/27/16

Publication Date: _____

Effective Date: _____

Publish: July 5 and July 12, 2016 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, July 19, 2016** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezone request for the following properties:

Rezoning of Parcel WD-VA450 (USH 41), Parcel WD-VA450-1 (1040 Main AV), Parcel WD-VA454 (1030 Main AV), & Parcel WD-VD455-1 (1028 Main AV) from R-1 (Single Family Residence District) to B-2 (Community Shopping District).

A map of the proposed rezoning is available at the City of De Pere Planning Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 5th day of July, 2016.

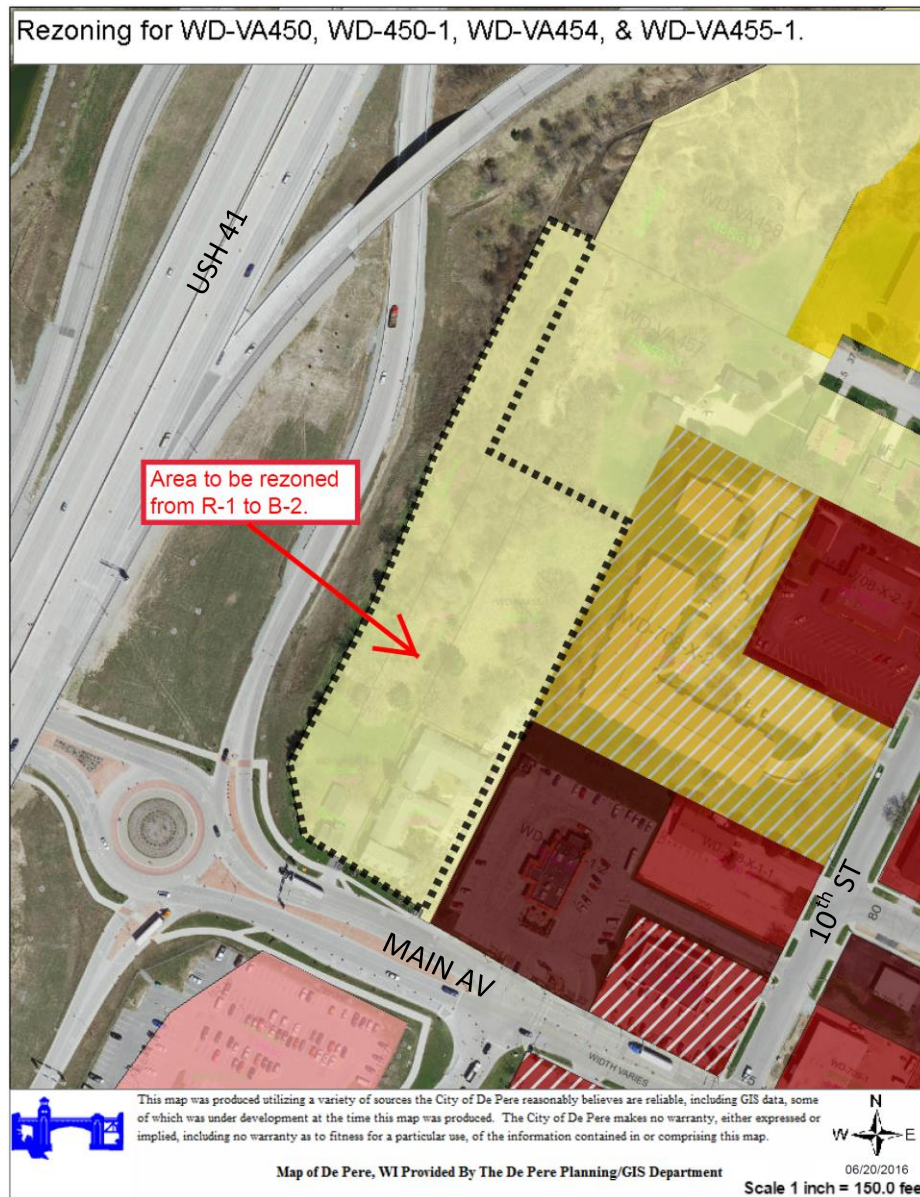
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Ledvina
City Clerk-Treasurer

- Item 3:** **Review and Recommendation for a Rezoning request from R-1 (First Residential) to B-2 (Community Shopping District) for parcels WD-VA450, WD-VA-250-1, WD-454 and WD-455-1. Applicant: Garritt Bader ***

SITE MAP



REQUESTED ACTION: Rezoning Request.

Rezone four parcels from R-1 to B-2 for future commercial development.

COMMON DESCRIPTION: Four parcels of land located northeast from the roundabout at West Main Avenue and USH 41. The address is 1030–1040 Main Avenue.

PARCEL NUMBERS: WD-VA450, WD-VA450-1, WD-VA454, and WD-VA455-1

EXISTING ZONING:	R-1 (First Residential)
PROPOSED ZONING:	B-2 (Community Shopping District)
SURROUNDING LAND USES:	Wooded and residential to the north. Park & Ride Lot across street to the south. Commercial fast food restaurant to the east. US Highway 41 and frontage Road to the west.
COMPREHENSIVE PLAN:	No recommendation due to the site being annexed into the City from Ashwaubenon after the De Pere Future Land Use Map was created.
APPLICANT NAME:	Garritt R. Bader, Agent for property owners GB Real Estate Investments LLC
SITE HISTORY:	The subject property was annexed into the City of De Pere from the Village of Ashwaubenon in 2012. The uses on the property are an existing residence and a former assisted living facility. The assisted living facility was closed prior to the 2012 annexation. The site is proposed to be cleared and prepared for commercial development. There are no formal development plans for the future development. The site is an ideal location for commercial land use due to nearby access to a main corridor street and a highway system.
REVIEW:	When reviewing a rezoning request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses and desired development patterns. Due to the annexation of this property, the Comprehensive Plan does not include a future land use designation. The development patterns surrounding the site are predominantly commercial in nature and the property's location adjacent to a highway interchange supports continuing the commercial zoning designation. For rezoning applications, the Plan Commission provides a recommendation to the Common Council. A public hearing will also be held at the Council meeting prior to review of the rezoning ordinance
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the rezoning request subject to the following: 1. Meet all state and local regulations.

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

MEETING DATE: July 19, 2016

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Proclamation Congratulating and Thanking the City Band for Entertaining City of De Pere Residents and Guests for 40 Years presented by Mayor Walsh.

ATTACHMENTS:

- City Band 40 Years 2016 (PDF)

PROCLAMATION

CONGRATULATING AND THANKING THE CITY BAND FOR ENTERTAINING CITY OF DE PERE RESIDENTS AND GUEST FOR 40 YEARS

WHEREAS, the De Pere City Band was formed in the fall of 1975 by the prompting of the Park Board Director Buck Lindsley and Park Board Member Earl Walsh, in order to play concerts in the year of the Bicentennial; and

WHEREAS, Band Director Ken Petersen assembled the City Band and began rehearsals at West De Pere High School, with the cooperation of Superintendent Neil Richman and the West De Pere School Board providing facilities and some instruments for the summer season. This cooperation with the West De Pere School System still exists today; and

WHEREAS, in the summer of 1976, the City Band played three concerts on the Nicolet Terrace lawn behind the apartments in West De Pere and Braisher Park, thanks to coordination efforts made by the Director of Nicolet Apartments Ann Guse and Paul Crevier; and

WHEREAS, the City Band began with about 25 musicians and has expanded to about 55 today; and

WHEREAS, the founding Director Ken Petersen and band members Randy Scheffel, Barbara Whitcomb and Ed Wacek have all been with the band for 40 years; and

WHEREAS, the band members show great support for one another, the community and are an outstanding group that has been faithfully entertaining De Pere residents and visitors for many years.

NOW, THEREFORE, I, Michael J. Walsh, Mayor of the City of De Pere, on behalf of the De Pere Common Council and all De Pere citizens, hereby congratulate the De Pere City Band for 40 Years of Community Service.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 19th day of July, 2016.

CITY OF DE PERE, WISCONSIN

Michael J. Walsh
Michael J. Walsh, Mayor

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

MEETING DATE: July 19, 2016

DEPARTMENT: Common Council

FROM: Peter Schleinz

SUBJECT: Recommendation of the Plan Commission to Approve the Application for Extraterritorial Final Plat for Heritage Heights in the Town of Ledgeview. Submitted by: Mau & Associates.

ATTACHMENTS:

- CC_Staff_Heritage Heights Final Plat (DOCX)
- Application Form - Heritage Heights Final (PDF)
- Final Plat - Heritage Heights (PDF)

City of De Pere MEMORANDUM



To: Common Council
From: Peter Schleinz, City Planner
Date: July 11, 2016

RE: **Extraterritorial Final Plat Review and Recommendation for Heritage Heights in the Town of Ledgeview. Submitted by: Mau & Associates.**

PROJECT SUMMARY

The applicant proposes a 73 lot and 4 outlot final extraterritorial subdivision plat in the Town of Ledgeview, generally located southeast of the intersection of Heritage Road (CTH X) and Cottonwood Lane. The final plat submitted to the City of De Pere is part of a future larger subdivision. We anticipate that any future additions to the plat will be submitted for preliminary extraterritorial review as the additions are developed.

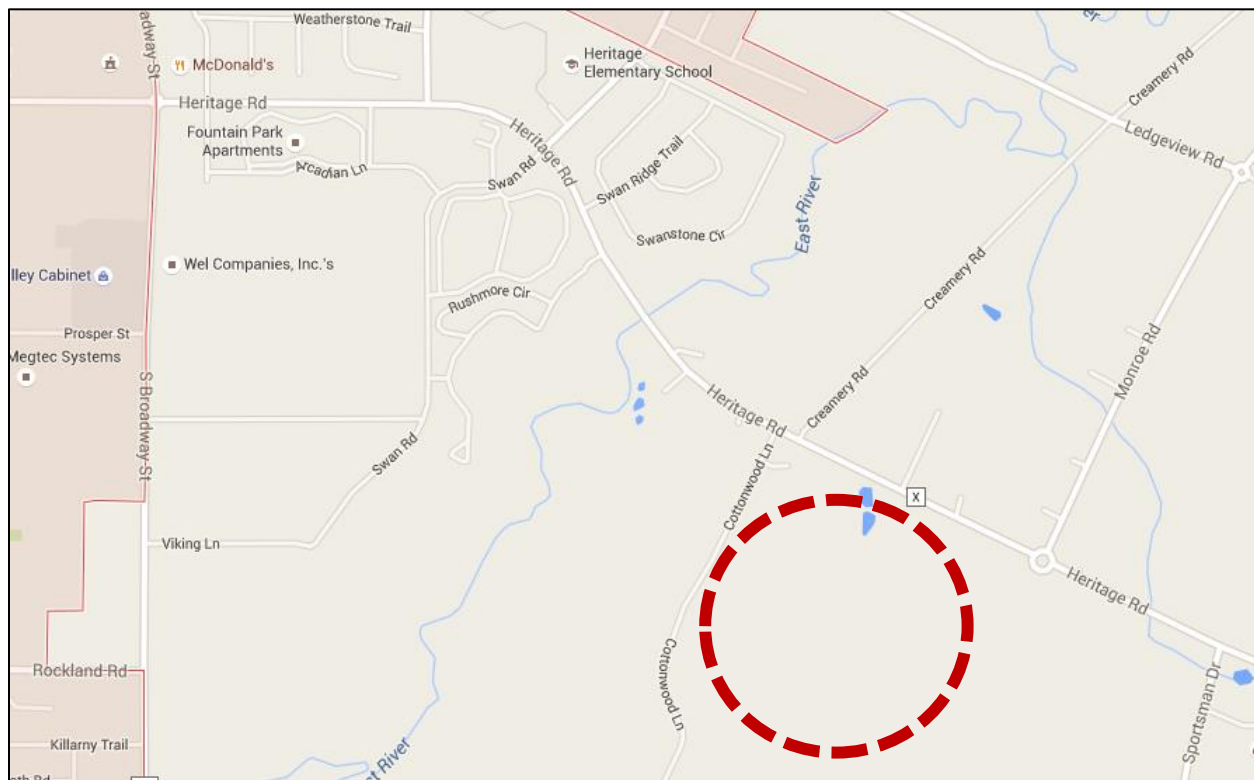


Figure 1: Site Location



Figure 2: Site Aerial Photograph from 2014

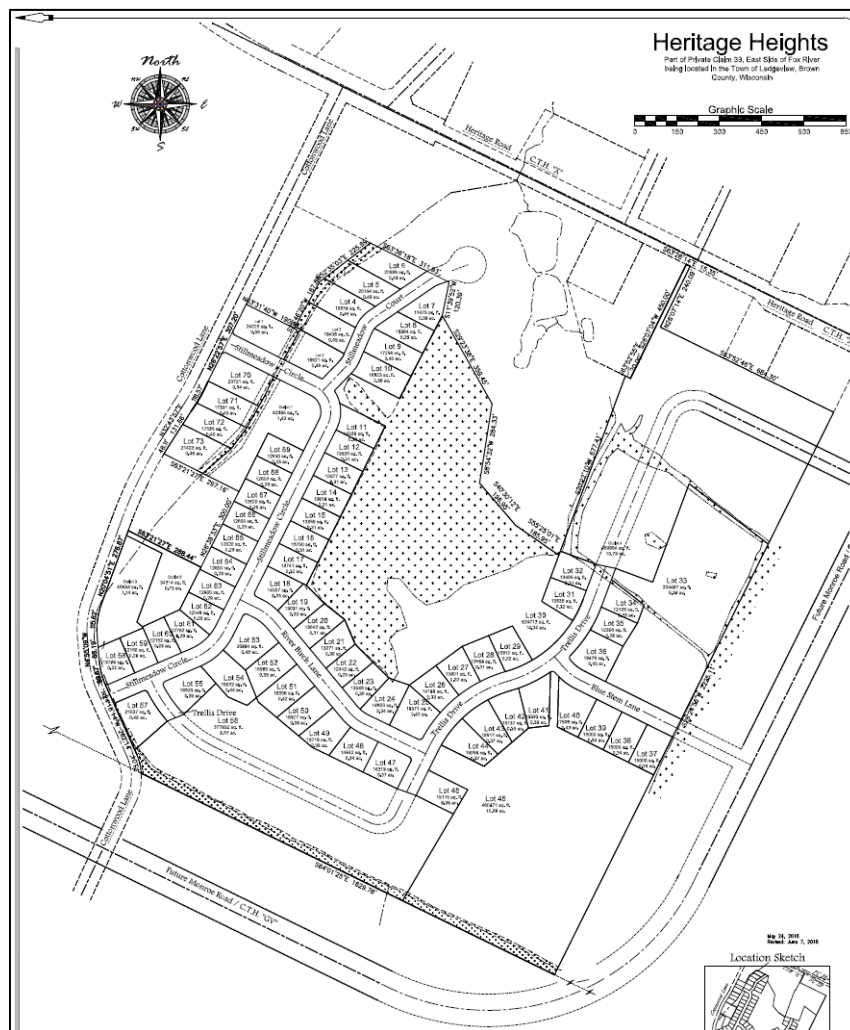


Figure 3: Heritage Heights Full Overall Proposed Subdivision

The review process for Extraterritorial Plats is as follows:

1. Plan Commission Reviews Preliminary Plat. The Plan Commission reviewed and recommended approval of the preliminary plat by a vote of 4-0 on May 23, 2016.
2. Applicant addresses comments and submits Final Plat.
3. If preliminary and final plats are substantially similar, City Council reviews and approves Final Plat.

Staff Recommendation:

Staff recommends approval of the Final Plat, subject to the following condition:

1. Final Plat must meet the requirements specified by Brown County Planning Commission and the Town of Ledgeview.

RECEIVED

JUN 30 2016

PLANNING DEPT.

	CITY OF DE PERE APPLICATION FOR PLAT REVIEW		Fee: \$ 185
			Receipt #: 114115
			Date: June 30, 2016

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Landmark Real Estate	Authorized Representative Steven Bieda	Title Managing Partner-Mau & Associates, LLP	
Mailing Address 400 Security Blvd	City De Pere	State WI	ZIP Code 54313
Email Address sbieda@mau-associate.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code) 920-434-9672	

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

Name (Ind. Org. or Entity) Zelton Family Limited Partnership	Contact Person	Title	
Mailing Address 4370 Creamery Rd	City De Pere	State WI	ZIP Code 54115
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description Part of PC 39, ESFR	Parcel No. D-395
--	---------------------

SECTION 4: Plat Review

Review Type:	☐ Preliminary Plat ☒ Final Plat	
Fee:	Preliminary Plat Fee: \$265 + (____ # of lots x \$65) Final Plat Fee: \$185	\$ 185
Present Use of Parcel:	Agriculture	
Proposed Use of Lots:	R-1 and R-3	

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

SECTION 5: Certification and Permission

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

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

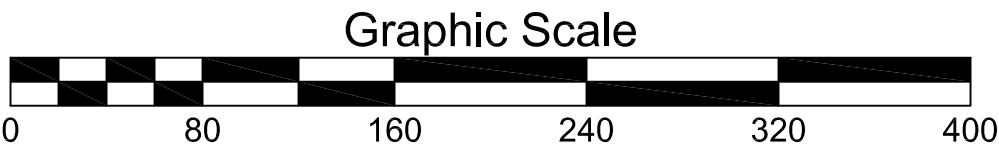
Name of Owner/Authorized Representative (please print) Steve Bieda	Title Managing Partner	Phone Number 920-434-9670
Signature of Applicant		Date Signed June 30, 2016

TO BE COMPLETED BY CITY STAFF

Plat Review authorized by the De Pere Municipal Code, Chapter 46.	
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Heritage Heights

Part of Private Claim 39, East Side of Fox River
being located in the Town of Ledgeview, Brown
County, Wisconsin



Legend

- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs/lin. foot set
- 2" iron pipe found
- 1" iron pipe found
- PK nail found
- ⊕ Brown County monument – type noted
- all other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot.
- all linear measurements have been made to the nearest hundredth of a foot.
- all distances on curves are arc lengths.
- () recorded as bearing / distance
- - - 30' building setback (unless noted)
- - - 12' utility easement (unless noted)

May 24, 2016
Revised: June 7, 2016

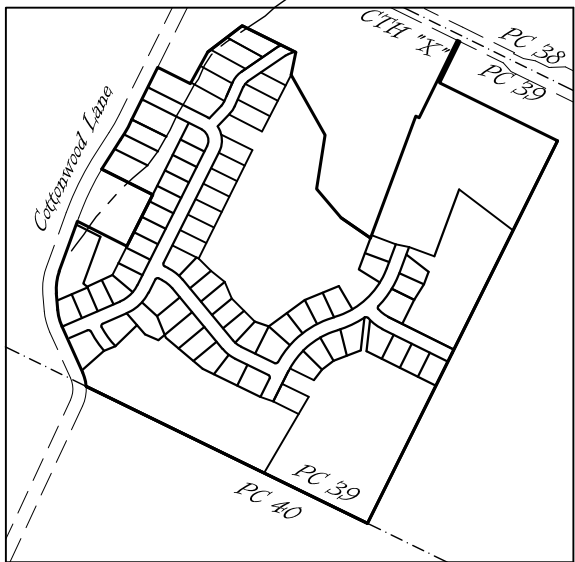
Unplatted Lands
James J & Julie A Becker
A-2 Agriculture

Unplatted Lands
James J & Julie A Becker
A-2 Agriculture

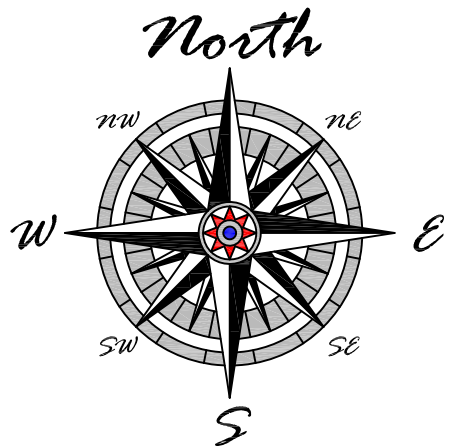
SW Corner
Private Claim 39
T23N-R20E
(Fd 8" Rebar w/cap)

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, Section 1, of the state constitution.

Location Sketch



Private Claim 39
East Side Fox River



Bearings referenced to the
South line of Private Claim 39,
East Side of Fox River,
assumed to be S64°01'25"E

Landmark Real Estate
& Development

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Heritage Heights

TAX PARCEL NO. D-395

SCALE
1"=80'
DRAWN BY
JMB

PROJECT NO.
L-12215
SHEET NO.
1 of 6
DRAWING NO.
P-2292

File: L-12215Final 051916.dwg



DRAWN

Part of Private Claim 39, East Side of Fox River
being located in the Town of Ledgerview, Brown
County, Wisconsin

Heritage Heights

Part of Private Claim 39, East Side of Fox River
being located in the Town of Ledgerview, Brown
County, Wisconsin

TAX PARCEL NO. D-395

File: L-12215Final 051916.dwg

Heritage Heights

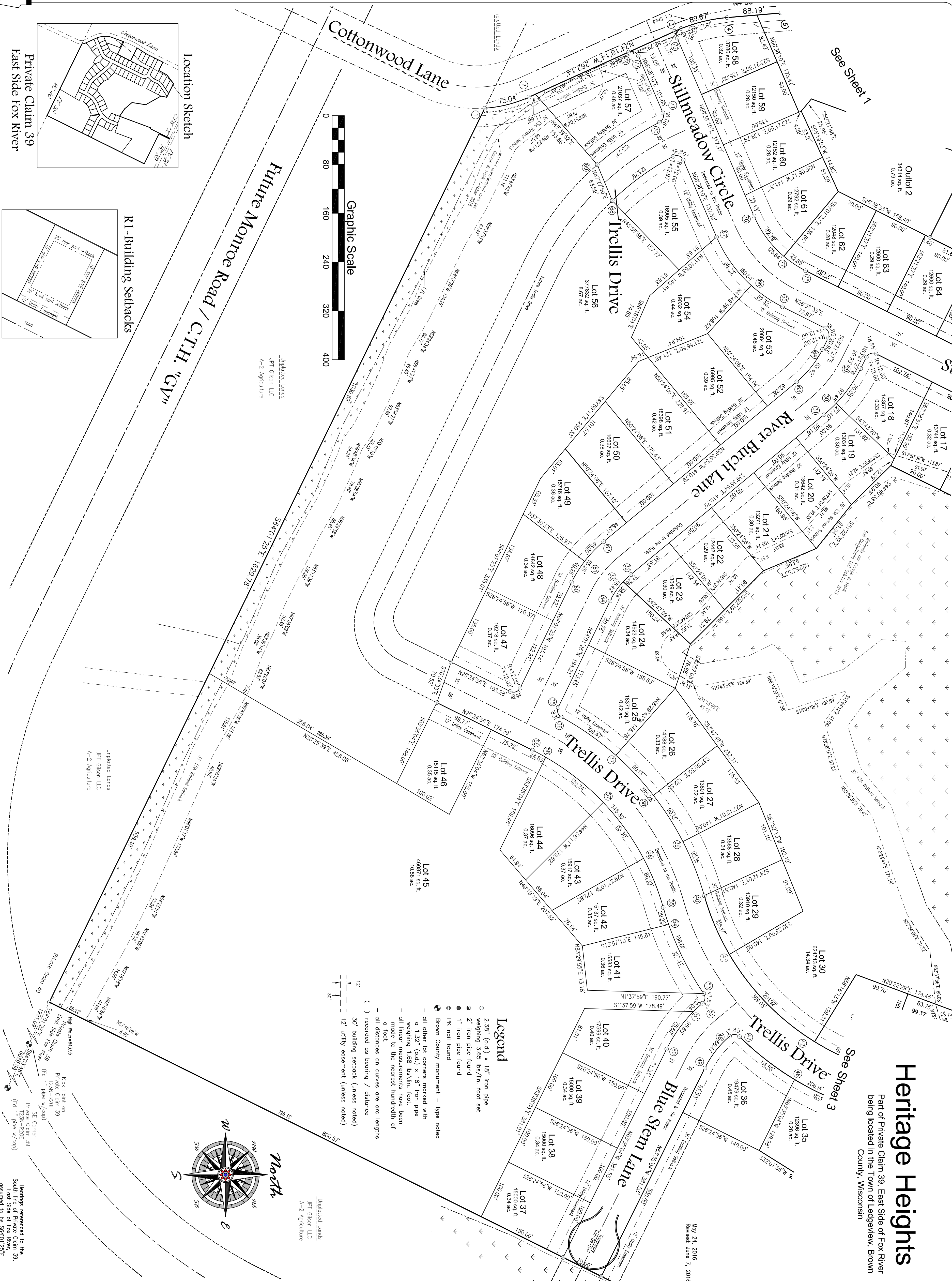
Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

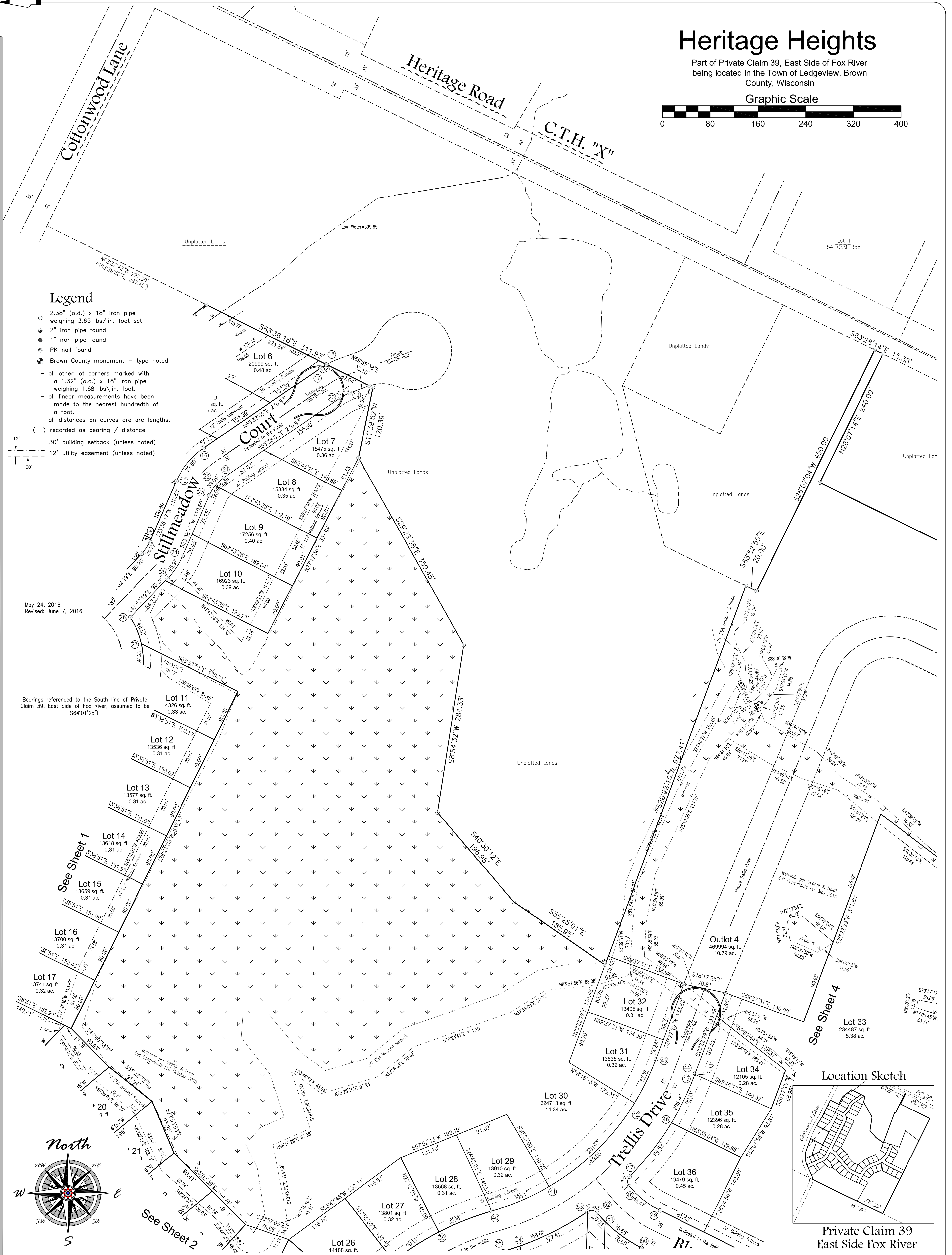
Landmark Real Estate & Development

L-12215

210

P-2292





Heritage Heights

Part of Private Claim 39, East Side of Fox River
being located in the Town of Ledgeview, Brown
County, Wisconsin

Graphic Scale



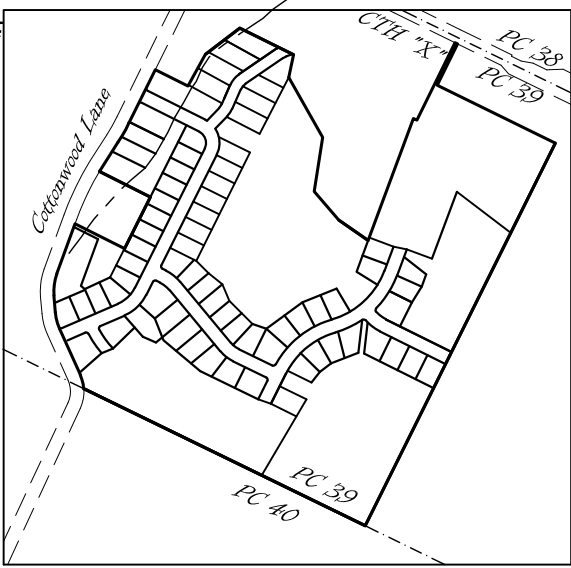
Legend

- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs/lin. foot set
- 2" iron pipe found
- 1" iron pipe found
- PK nail found
- Brown County monument - type noted
- all other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot.
- all linear measurements have been made to the nearest hundredth of a foot.
- all distances on curves are arc lengths.
- () recorded as bearing / distance
- 30' building setback (unless noted)
- 12' utility easement (unless noted)

May 24, 2016
Revised: June 7, 2016

Bearings referenced to the South line of Private Claim 39, East Side of Fox River, assumed to be S64°01'25"E

Location Sketch



Private Claim 39
East Side Fox River

Landmark Real Estate
& Development

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Heritage Heights

TAX PARCEL NO. D-395

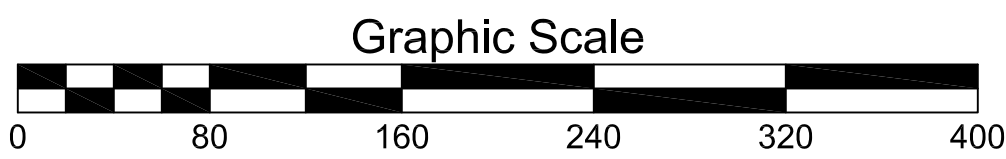
SCALE
1"=80'



PROJECT NO.
L-12215
SHEET NO.
3 of 6
DRAWING NO.
P-2292

File: L-12215Final 051916.dwg

Part of Private Claim 39, East Side of
Fox River being located in the Town of
Ledgewood, Brown County, Wisconsin



Landmark Real Estate & Development

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LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Heritage Heights

File: L-12215Final 051916.dwg

PROJECT NO.
L-12215
SHEET NO.
4 of 6
DRAWING NO.
P-2292

DRAWN BY
JMB

SCALE
1"=80'





Heritage Heights

Part of Private Claim 39, East Side of Fox River being located in the Town of
Ledgeview, Brown County, Wisconsin

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Professional Land Surveyor, PLS-2275, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the Town of Ledgeview, the City of De Pere and the Brown County Planning Commission and under the direction of the owners listed hereon, I have surveyed, divided and mapped "Heritage Heights", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and is part of Private Claim 39, East Side of Fox River being located in the Town of Ledgeview, Brown County, Wisconsin, more fully described as follows:

Commencing at the Southwest Corner of Private Claim 39, East Side of Fox River, thence S64°01'25"E, 2111.39 feet along the South line of said Private Claim 39 to the point of beginning; thence 75.04 feet along the East right of way of Cottonwood Lane being the arc of a 210.00 foot radius curve to the left whose long chord bears N14°04'08"W, 74.64 feet; thence N24°18'14"W, 262.14 feet along said East right of way; thence 89.67 feet along the arc of a 265.00 foot radius curve to the right whose long chord bears N14°36'45"W, 89.24 feet; thence N4°55'08"W, 88.19 feet; thence 115.62 feet along the arc of a 265.00 foot radius curve to the right whose long chord bears N7°34'51"E, 114.71 feet; thence N20°04'50"E, 276.87 feet along said East right of way; thence S63°21'27"E, 140.92 feet; thence N24°45'59"E, 233.21 feet; thence N36°55'14"E, 68.00 feet; thence N63°21'27"W, 154.14 feet; thence 48.11 feet along said East right of way being the arc of a 1439.61 foot radius curve to the right whose long chord bears N31°46'31"E, 48.10 feet; thence N32°43'57"E, 131.66 feet along said East right of way; thence 118.57 feet along said East right of way being the arc of a 556.03 foot radius curve to the left whose long chord bears N29°33'27"E, 118.54 feet; thence N26°22'57"E, 307.20 feet along said East right of way; thence S63°31'40"E, 190.14 feet; thence N28°46'20"E, 187.88 feet; thence N52°35'03"E, 225.89 feet; thence S63°36'18"E, 311.93 feet; thence S11°39'52"W, 120.39 feet; thence S29°23'38"E, 359.45 feet; thence S8°54'32"W, 284.33 feet; thence S40°30'12"E, 196.95 feet; thence S55°25'01"E, 185.95 feet; thence N20°22'10"E, 677.41 feet; thence S63°52'55"E, 20.00 feet; thence N26°07'04"E, 450.00 feet; thence S63°28'14"E, 15.35 feet along the South right of way of Heritage Road, a.k.a. C.T.H. "X"; thence S26°07'14"W, 240.09 feet; thence S63°52'46"E, 684.30 feet; thence S26°24'56"W, 2225.11 feet; thence N64°01'25"W, 1629.78 feet along the South line of Private Claim 39, East Side of Fox River to the point of beginning.

Parcel contains 3,768,240 square feet / 86.41 acres more or less.
Parcel subject to any easements and restrictions of record.

Steven M. Bieda PLS-2275
May 24, 2016
Revised: June 7, 2016

CERTIFICATE OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this Plat and does hereby consent to the above certificate of Zeltan Family Limited Partnership, Owner's.

IN WITNESS WHEREOF, _____ has caused these presents to be signed by _____, its _____, and countersigned by _____, its _____, at _____, _____ this ____ day of _____, 20__.

Personally came before me this ____ day of _____, _____, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Notary Public
Brown County, Wisconsin
My Commission Expires _____
STATE OF WISCONSIN }
COUNTY OF BROWN } SS

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	75.04	210.00	74.64	N14°04'08"W	20°28'28"	N24°18'22"W, S5°49'54"E
3-4	89.67	265.00	89.24	N1°36'45"W	19°25'11"	S24°18'22"E
5-6	115.62	265.00	114.71	N7°34'51"E	24°59'58"	
7-8	48.11	1439.61	48.10	N31°46'31"E	1°54'52"	S30°49'06"W
9-10	118.57	556.03	118.54	N29°33'27"E	12°13'04"	S35°39'59"W, N23°26'55"E

NOTES

The property owner, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Department of Natural Resources' applicable WDNR Technical Standards, to prevent soil erosion. However, if the Village/Town, at the time of construction, has adopted a soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

Lots 1-24, 30, 32-34, 56, 57, 70-73, Outlot 1 and Outlot 4 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corps of Engineers, or the Brown County Zoning Administrators Office prior to any development activity.

A Shoreland Permit from the Brown County Zoning Administrator's office is required for Lots 1-11, 69-71 and Outlot 1 prior to any construction, fill, or grading activity within 300 feet of a stream.

The lots of this land division may experience noise at levels exceeding the levels in S. Trans 405.04 Table I. These levels are based on federal standards. The department of transportation is not responsible for abating noise from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway's through-lane capacity.

Outlot 1 is intended for storm water management and the Town of Ledgeview will maintain this.

Outlots 2, 3 and 4 are intended to remain with the current owner at this time.

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

Lots contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes (wetlands, all land within 35 feet of wetlands 2 acres or greater, floodway, all land within 35 feet of the floodway or 75 feet beyond the ordinary high water mark-whichever is greater, navigable waterways, all land within 75 feet of the ordinary high water mark of navigable waterways, non-navigable waterways, all land within 35 feet of the top of bank of non-navigable waterways, steep slopes of 20% or greater associated with any aforementioned water or natural resource features and a 20-foot setback from top and bottom of steep slopes). Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

CERTIFICATE OF THE BROWN COUNTY PLAN COMMISSION

Approved for the Brown County Plan Commission this ____ day of _____, 20__.

Peter Schlein
Senior Planner

CERTIFICATE OF THE BROWN COUNTY TREASURER

As duly elected Brown County Treasurer, I hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map as of the dates listed below.

Paul D. Zeller Date
Brown County Treasurer

CERTIFICATE OF THE CITY OF DE PERE

Approved for the City of DePere this ____ day of _____, 20__.

Shana Ledvina
City Clerk

CERTIFICATE OF THE TOWN OF LEDGEVIEW

Approved for the Town of Ledgeview this ____ day of _____, 20__.

Sarah K. Burdette
Town Clerk

OWNER'S CERTIFICATE

Zeltan Family Limited Partnership, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that I caused the land described and easements granted on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. Zeltan Family Limited Partnership, also certifies that this Certified Survey Map is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

TOWN OF LEDGEVIEW
CITY OF DE PERE
BROWN COUNTY PLANNING COMMISSION
DEPARTMENT OF ADMINISTRATION

In Witness Whereof, the said _____, has caused these presents to be signed by _____, it's _____ on this ____ day of _____, 20__.

Personally came before me this ____ day of _____, 20__, the above named officer of said corporation and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Notary Public
Brown County, Wisconsin
My Commission Expires _____
STATE OF WISCONSIN }
COUNTY OF BROWN } SS

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

Zeltan Family Limited Partnership, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

There are no objections to this plat with respect to
Sees. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__


Department of Administration

Office of the Register of Deeds
Brown County, Wisconsin

Received for Record _____, 20__

at _____ o'clock _____ M and recorded as

Document # _____ in

Volume _____ of _____ on Page _____

Cathy Wilkette Lindsay, Register of Deeds

TAX PARCEL NO. D-395

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Heritage Heights

File: L-12215Final 051916.dwg

SCALE
1"=80'

DRAWN BY
JMB

Landmark Real Estate
& Development

PROJECT NO.
L-12215

SHEET NO.
6 of 6

DRAWING NO.
P-2292



City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: July 19, 2016

DEPARTMENT: Common Council

FROM: Peter Schleinz

SUBJECT: Recommendation of the Plan Commission to Approve the Application for Extraterritorial Final Plat for KB Sunset Acres, a fourteen lot plat in the Town of Lawrence. Surveyor: Mau & Associates

ATTACHMENTS:

- CC_Staff_KB Sunsert Acres Final Plat(DOCX)
- Application Form (PDF)
- Final Plat - KB Sunset Acres (PDF)

City of De Pere MEMORANDUM



To: Common Council
From: Peter Schleinz, City Planner
Date: July 11, 2016

RE: **Extraterritorial Final Plat Review and Recommendation for KB Sunset Acres in the Town of Lawrence. Submitted by: McMahon Engineers/Architects**

PROJECT SUMMARY

The applicant proposes a 14 lot final extraterritorial subdivision plat in the Town of Lawrence, generally located east of Hoks Ridge Lane and Shady Springs Drive. Both the Village of Ashwaubenon and the City of De Pere have extraterritorial review authority, shown in Figure 2. The City of De Pere authority only covers a very small portion of the southeast corner of lot 7.

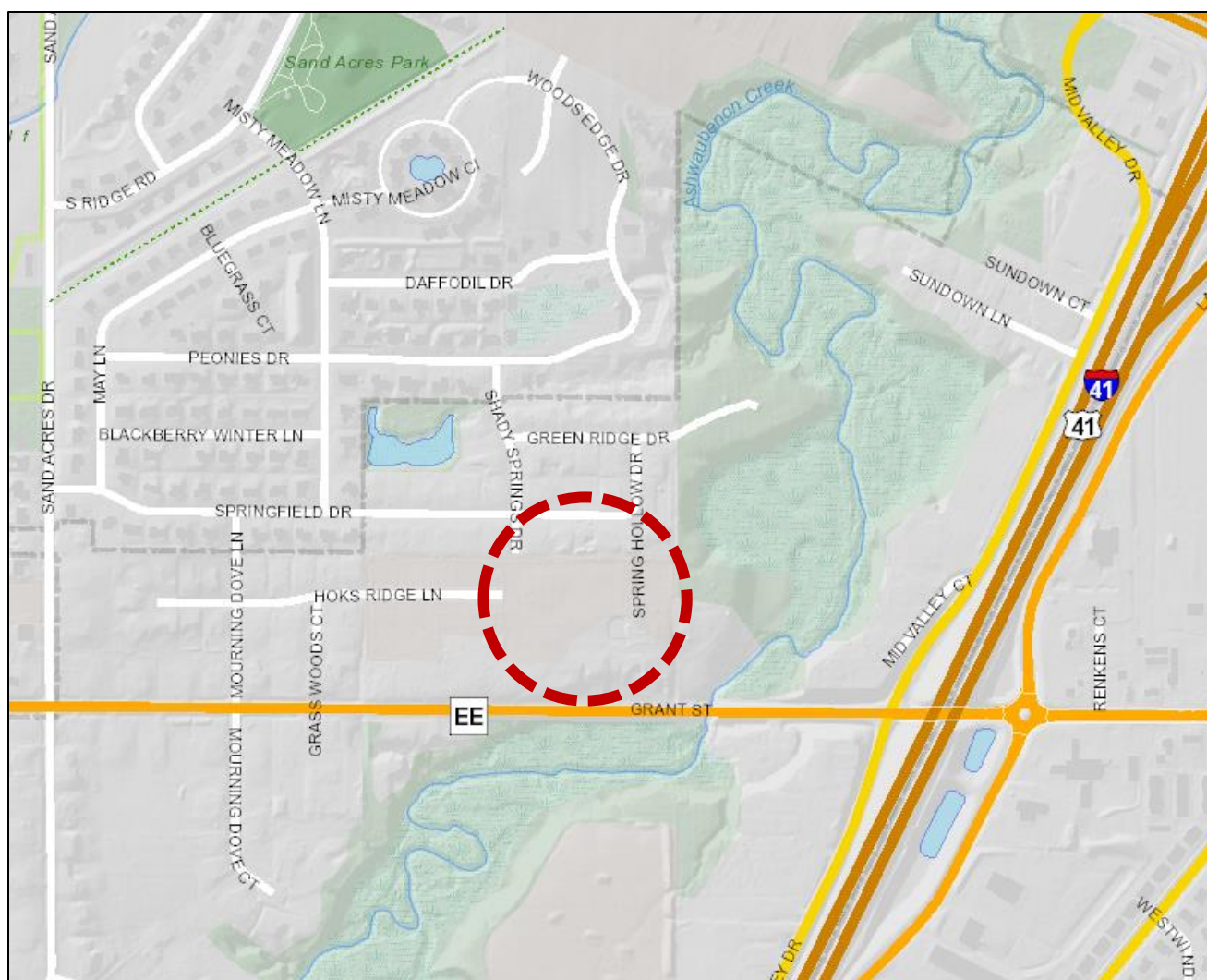
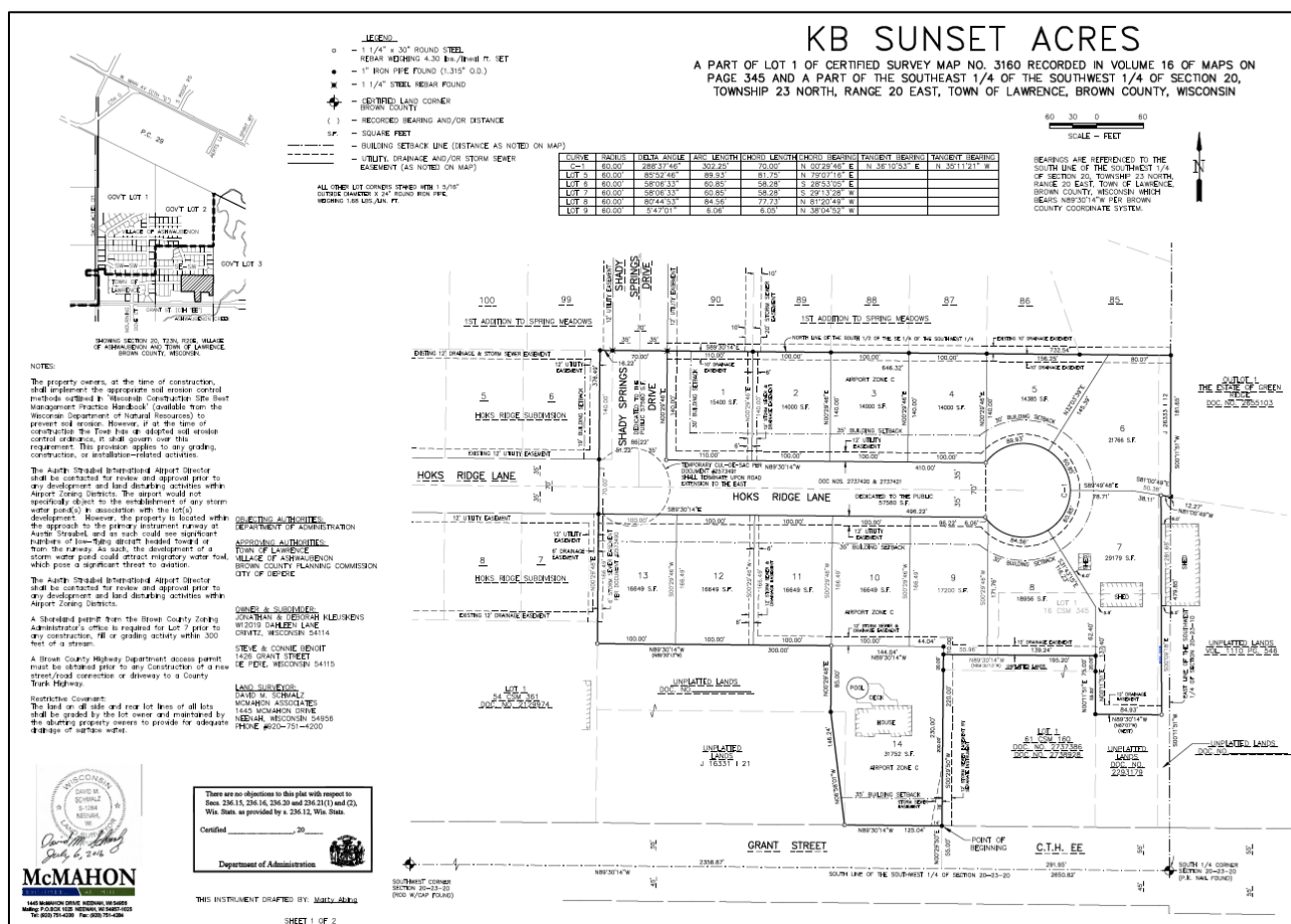
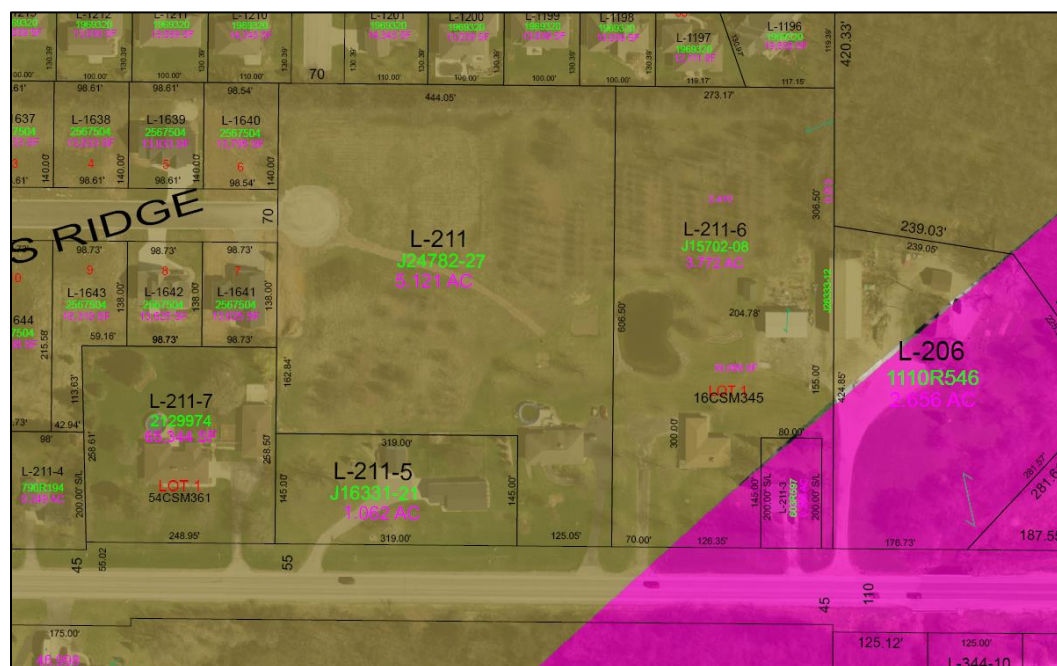


Figure 1: Site Location

Attachment: CC_Staff_KB Sunset Acres Final Plat (4920 : Recommendation of the Plan Commission to Approve the Application for an



The review process for Extraterritorial Plats is as follows:

1. Plan Commission Reviews Preliminary Plat. The Plan Commission reviewed and recommended approval of the preliminary plat by a vote of 6-0 on April 25, 2016.
2. Applicant addresses comments and submits Final Plat.
3. If preliminary and final plats are substantially similar, City Council reviews and approves Final Plat.

Staff Recommendation:

Staff recommends approval of the Final Plat, subject to the following condition:

1. Final Plat must meet the requirements specified by Brown County Planning Commission, Village of Ashwaubenon, and the Town of Lawrence.



CITY OF DE PERE

APPLICATION FOR
PLAT REVIEW

RECEIVED

JUL 11 2016

Fee:

\$ 185

Receipt #:

114347

Date:

7-11-16

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) McMahon	Authorized Representative Dave Schmalz	Title Land Surveyor	
Mailing Address 1445 McMahon Drive	City Neenah	State WI	ZIP Code 54956
Email Address dschmalz@mcmgrp.com	Phone Number (incl. area code) 920-751-4200	Fax Number (incl. area code) 920-751-4284	

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

Name (Ind. Org. or Entity)	Contact Person Jonathan Klueskens	Title Land owners	
Mailing Address W12019 Dahleen Lane	City Crivitz	State WI	ZIP Code 54114
Email Address klueskensj@gmail.com	Phone Number (incl. area code) 920-336-3764	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 1418 & 1426 Grant Street. De Pere, WI 54115	Parcel No. L-211 and L-211-6
--	---------------------------------

SECTION 4: Plat Review

Review Type:	☐ Preliminary Plat ☒ Final Plat	
Fee:	Preliminary Plat Fee: \$265 + (____ # of lots x \$65) Final Plat Fee: \$185	\$ 185.00
Present Use of Parcel:	Residential/Vacant Land	
Proposed Use of Lots:	Residential Subdivision	

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

SECTION 5: Certification and Permission

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

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

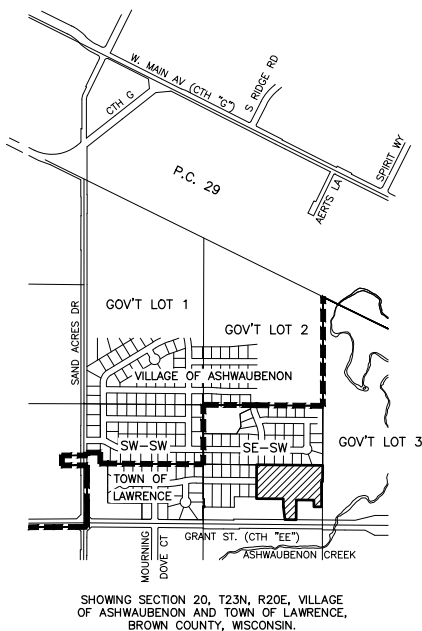
Name of Owner/Authorized Representative (please print) David M. Schmalz	Title Land Surveyor	Phone Number 920-751-4200
Signature of Applicant		Date Signed 07-07-16

TO BE COMPLETED BY CITY STAFF

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

KB SUNSET ACRES

A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3160 RECORDED IN VOLUME 16 OF MAPS ON PAGE 345 AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 20 EAST, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN



NOTES:

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in 'Wisconsin Construction Site Best Management Practice Handbook' (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Town has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts. The airport would not specifically object to the establishment of any storm water pond(s) in association with the lot(s) development. However, the property is located within the approach to the primary instrument runway at Austin Straubel, and as such could see significant numbers of low-flying aircraft headed toward or from the runway. As such, the development of a storm water pond could attract migratory water fowl, which pose a significant threat to aviation.

The Austin Straubel International Airport Director shall be contacted for review and approval prior to any development and land disturbing activities within Airport Zoning Districts.

A Shoreland permit from the Brown County Zoning Administrator's office is required for Lot 7 prior to any construction, fill or grading activity within 300 feet of a stream.

A Brown County Highway Department access permit must be obtained prior to any Construction of a new street/road connection or driveway to a County Trunk Highway.

Restrictive Covenant:

The land on all side and rear lot lines of all lots shall be graded by the lot owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

OBJECTING AUTHORITIES:
DEPARTMENT OF ADMINISTRATION

APPROVING AUTHORITIES:
TOWN OF LAWRENCE
VILLAGE OF ASHWAUBENON
BROWN COUNTY PLANNING COMMISSION
CITY OF DEPERE

OWNER & SUBDIVIDER:
JONATHAN & DEBORAH KLEUSKENS
W12019 DAHLEEN LANE
CRIVITZ, WISCONSIN 54114

STEVE & CONNIE BENOIT
1426 GRANT STREET
DE PERE, WISCONSIN 54115

LAND SURVEYOR:
DAVID M. SCHMALZ
MCMAHON ASSOCIATES
1445 MCMAHON DRIVE
NEENAH, WISCONSIN 54956
PHONE #920-751-4200

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

THIS INSTRUMENT DRAFTED BY: **Marty Abing**

SHEET 1 OF 2

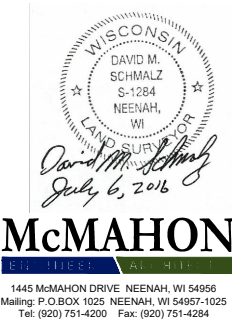
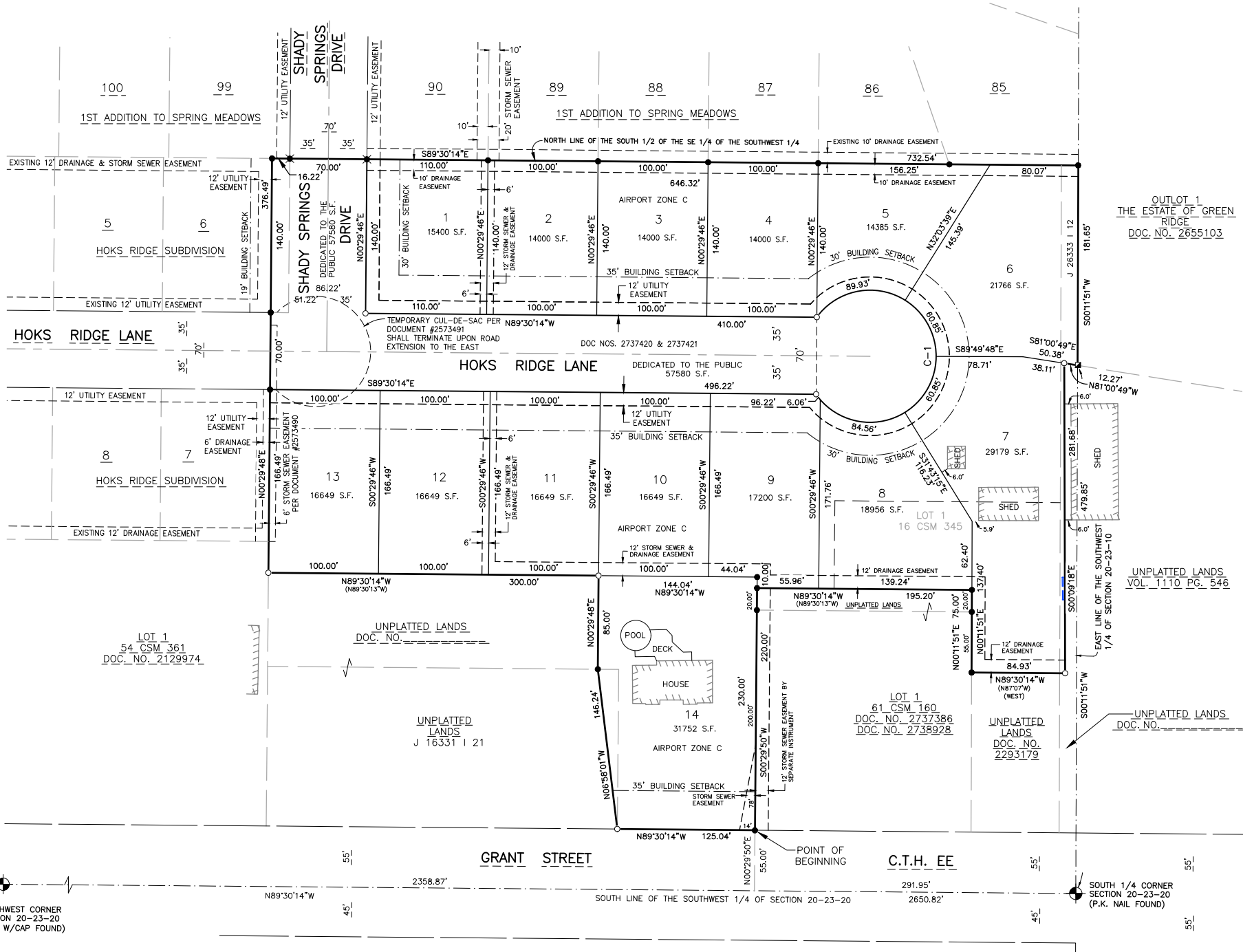
- LEGEND**
- - 1 1/4" x 30" ROUND STEEL REBAR WEIGHING 4.30 lbs./lineal ft. SET
 - - 1" IRON PIPE FOUND (1.315" O.D.)
 - ✱ - 1 1/4" STEEL REBAR FOUND
 - ⊕ - CERTIFIED LAND CORNER BROWN COUNTY
 - () - RECORDED BEARING AND/OR DISTANCE
 - S.F. - SQUARE FEET
 - - BUILDING SETBACK LINE (DISTANCE AS NOTED ON MAP)
 - - - - UTILITY, DRAINAGE AND/OR STORM SEWER EASEMENT (AS NOTED ON MAP)

ALL OTHER LOT CORNERS STAKED WITH 1 5/16" OUTSIDE DIAMETER X 24" ROUND IRON PIPE, WEIGHING 1.68 LBS./LIN. FT.

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING	TANGENT BEARING	TANGENT BEARING
C-1	60.00'	288°37'46"	302.25'	70.00'	N 00°29'46" E	N 36°10'53" E	N 35°11'21" W
LOT 5	60.00'	85°52'46"	89.93'	81.75'	N 79°07'16" E		
LOT 6	60.00'	58°06'33"	60.85'	58.28'	S 28°53'05" E		
LOT 7	60.00'	58°06'33"	60.85'	58.28'	S 29°13'28" W		
LOT 8	60.00'	80°44'53"	84.56'	77.73'	N 81°20'49" W		
LOT 9	60.00'	5°47'01"	6.06'	6.05'	N 38°04'52" W		

60 30 0 60
SCALE - FEET

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 20 EAST, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN WHICH BEARS N89°30'14"W PER BROWN COUNTY COORDINATE SYSTEM.



McMAHON
SURVEYING & CONSULTING

1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
Tel: (920) 751-4200 Fax: (920) 751-4284

KB SUNSET ACRES

A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3160 RECORDED IN VOLUME 16 OF MAPS ON PAGE 345 AND A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 20 EAST, TOWN OF LAWRENCE, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, David M. Schmalz, Wisconsin Professional Land Surveyor, PLS-1284, certify that I have surveyed, divided and mapped a part of Lot 1 of Certified Survey Map No 3160 recorded in Volume 16 of Maps on Page 345 as Document No. 1093315 and a part of the Southeast ¼ of the Southwest ¼ of Section 20, Township 23 North, Range 20 East, Town of Lawrence, Brown County, Wisconsin containing 7.227 acres of land and described as follows:

Commencing at the South ¼ corner of said Section 20; Thence N89°30'14"W, 291.95 feet along the South line of said Southwest ¼; Thence N00°29'50"E, 55.00 feet to the Southwest corner of Lot 1 of Certified Survey Map No. 3160 recorded in Volume 61 of Maps on Page 160 and the Point of Beginning; Thence N89°30'14"W, 125.04 feet along the North right-of-way line of Grant Street (C.T.H. EE); Thence N06°58'01"W, 146.24 feet; Thence N00°29'48"E, 85.00 feet; Thence N89°30'14"W, 300.00 feet to the East line of Lot 1 of Certified Survey Map recorded in Volume 54 of Maps on Page 361; Thence N00°29'48"E, 376.49 feet along the East line of said Lot 1 and the East line of Lots 6 and 7 Hoks Ridge Subdivision to the Northeast corner of Lot 6 of said Hoks Ridge Subdivision; Thence S89°30'14"E, 732.54 feet along the South line of Lots 85 through 90 and Lot 99 of the 1st Addition to Spring Meadows to the Southeast corner of said Lot 85 and the West line of Outlot 1, The Estate of Green Ridge; Thence S00°11'51"W, 181.65 feet along said West line to the Southwest corner thereof; Thence N81°00'49"W, 12.27 feet; Thence S00°09'18"E, 281.68 feet to the Easterly extension of the North line of lands described in Doc. No. 2293179; Thence N89°30'14"W (recorded as N87°07'W & West), 84.93 feet along said extended North line to the East line of Lot 1 of said Certified Survey Map recorded in Volume 61 of Maps on Page 160; Thence N00°11'51"E, 75.00 feet along the East line of said Lot 1 and it's Northerly extension; Thence N89°30'14"W (recorded as N89°30'13"W), 195.20 feet; Thence S00°29'50"W, 220.00 feet along the West line of said Lot 1 and it's Northerly extension to the point of beginning.

That I have made such survey, land division, and plat under the directions of the owners of said land. That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of chapter 236 of the Wisconsin Statutes and the Subdivision regulations of the Town of Lawrence and Brown County in surveying, dividing and mapping the same.

Date this 6th day of July 2016
David M. Schmalz
David M. Schmalz, PLS-1284
Wisconsin Professional Land Surveyor



BROWN COUNTY PLANNING COMMISSION APPROVAL:

Approved by the Brown County Planning Commission this ____ day of _____, 20____.

Brown County Planning Commission

TOWN OF LAWRENCE APPROVAL:

We hereby certify that KB Sunset Acres in the Town of Lawrence, Brown County was approved and accepted by the Town Board of the Town of Lawrence on this ____ day of _____, 20____.

Town Chairperson – Dr. Lanny J. Tibaldo Date

STATE OF WISCONSIN

)ss
COUNTY OF BROWN

I, Jennifer Messerschmidt, being the duly elected, qualified and acting clerk of the Town of Lawrence, Brown County do hereby certify that the Town Board of the Town of Lawrence passed by voice vote on this ____ day of _____, 20____ authorizing me to issue a certificate of approval of KB Sunset Acres, Steven Benoit, Connie Ann Benoit, Jonathan G. Kleuskens and Deborah M. Kleuskens, as owners, upon satisfaction of certain conditions, and I do also hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED AND EFFECTIVE ON THE ____ day of _____, 20____.

Date _____
Clerk – Jennifer Messerschmidt

CITY OF DE PERE COMMON COUNCIL APPROVAL CERTIFICATE:

Resolve that the plat of KB Sunset Acres in the Town of Lawrence, Steven Benoit, Connie Ann Benoit, Jonathan G. Kleuskens and Deborah M. Kleuskens, owner is hereby approved by the Common Council.

Date _____

Approved _____
Mayor Michael J. Walsh

Date _____

Signed _____
Mayor Michael J. Walsh

VILLAGE OF ASHWAUBENON APPROVAL:

We hereby certify that KB Sunset Acres in the Town of Lawrence, Brown County was approved and accepted by the Village Board of the Village of Ashwaubenon on this ____ day of _____, 20____.

Village President—Michael W. Aubinger Date

STATE OF WISCONSIN

)ss

COUNTY OF BROWN
I, Patrick Moynihan Jr., being the duly elected, qualified and acting clerk of the Village of Ashwaubenon, Brown County do hereby certify that the Village Board of the Village of Ashwaubenon passed by voice vote on this ____ day of _____, 20____ authorizing me to issue a certificate of approval of KB Sunset Acres, Steven Benoit, Connie Ann Benoit, Jonathan G. Kleuskens and Deborah M. Kleuskens, as owners, upon satisfaction of certain conditions, and I do also hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED AND EFFECTIVE ON THIS ____ day of _____, 20____.

Date _____
Clerk—Patrick Moynihan Jr.

CERTIFICATE OF TREASURERS

I, Jennifer Messerschmidt being the duly elected Town Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in KB Sunset Acres as of the date listed below:

Town Treasurer
Jennifer Messerschmidt Date

CERTIFICATE OF TREASURERS

I, Paul D. Zeller as duly elected Brown County Treasurer, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in KB Sunset Acres as of the date listed below:

County Treasurer
Paul D. Zeller Date

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by Steven Benoit, Connie Ann Benoit, Jonathan G. Kleuskens and Deborah M. Kleuskens, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation Grantee, and

TIME WARNER ENTERTAINMENT COMPANY, LP, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

NO UTILITY TRANSFORMERS OR PEDESTALS ARE TO BE SET WITHIN 2 FEET OF A LOT CORNER MONUMENT.

NO CONDUCTORS ARE TO BE BURIED WITHIN 1 FOOT OF A LOT CORNER MONUMENT.

OWNER'S CERTIFICATE OF DEDICATION

Steven Benoit & Connie Ann Benoit, as owners, We hereby certify that we caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented on the Plat. I also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection.

Department of Administration
Village of Ashwaubenon
Town of Lawrence
Brown County Planning & Zoning Commission
City of De Pere

WITNESS the hand and seal of said owners this ____ day of _____, 20____. In the Presence of:

Steve Benoit

Connie Ann Benoit

State of Wisconsin)

)SS

County)

Personally came before me this ____ day of _____, 20____, the above named Steven Benoit & Connie Ann Benoit to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI

My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGE:

PNC Mortgage, duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Plat, and does hereby consent to the above certificate of Steven Benoit & Connie Ann Benoit, as owner. IN WITNESS WHEREOF, the said PNC Mortgage has caused these presents to be signed by an Authorized Officer, and counter-signed by an Authorized Officer at _____, Wisconsin, and its corporate seal to be hereinto affixed this ____ day of _____, 2016.

In the Presence of: _____, Wisconsin

Signature

Witness

Signature

Witness

State of Wisconsin)

) SS

County)

Personally came before me this ____ day of _____, 20____, the above named authorized officers of the above named Corporation to me known to be the persons who executed the foregoing instrument and acknowledged the same

Notary Public, _____ County, WI

My Commission Expires: _____

OWNER'S CERTIFICATE OF DEDICATION

Jonathan G. Kleuskens & Deborah M. Kleuskens, as owners, We hereby certify that we caused the land described on this Plat to be surveyed, divided, mapped and dedicated as represented on the Plat. I also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection.

Department of Administration
Village of Ashwaubenon
Town of Lawrence
Brown County Planning & Zoning Commission
City of Depere

WITNESS the hand and seal of said owners this ____ day of _____, 20____. In the Presence of:

Jonathan G. Kleuskens

Deborah M. Kleuskens

State of Wisconsin)

)SS

County)

Personally came before me this ____ day of _____, 20____, the above named Jonathan G. Kleuskens & Deborah M. Kleuskens to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, WI

My Commission Expires: _____



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Recommendation from the Plan Commission to approve the application for a three-lot CSM in the West Business Park.
Surveyor: Robert E. Lee & Associates

On June 27, 2016, by a vote of 6-0, the Plan Commission recommended approval of the three lot CSM generally located around Parcels WD-0076, WD-0078, WD-0077. Because the CSM involves City-owned property, Common Council review is required.

ATTACHMENTS:

- CSM Staff Report 6-16 4254 (DOCX)
- 4254_001 (PDF)

Item 4: Review and Recommendation for a Three (3) lot CSM in the West Industrial Park. Surveyor: Dennis Reim, Robert E. Lee & Associates. *

On behalf of the City, Robert E. Lee & Associates has completed a three (3) lot CSM, for properties for the recently acquired Gilson properties in the West Industrial Park. This CSM is linked to Item #5, the railroad outlot CSM and both have been prepared as part of the infrastructure work (road and stormwater retention facility) in this area.



Figure 1: Site Location

Because this CSM includes City owned land, it will be reviewed by the Common Council.

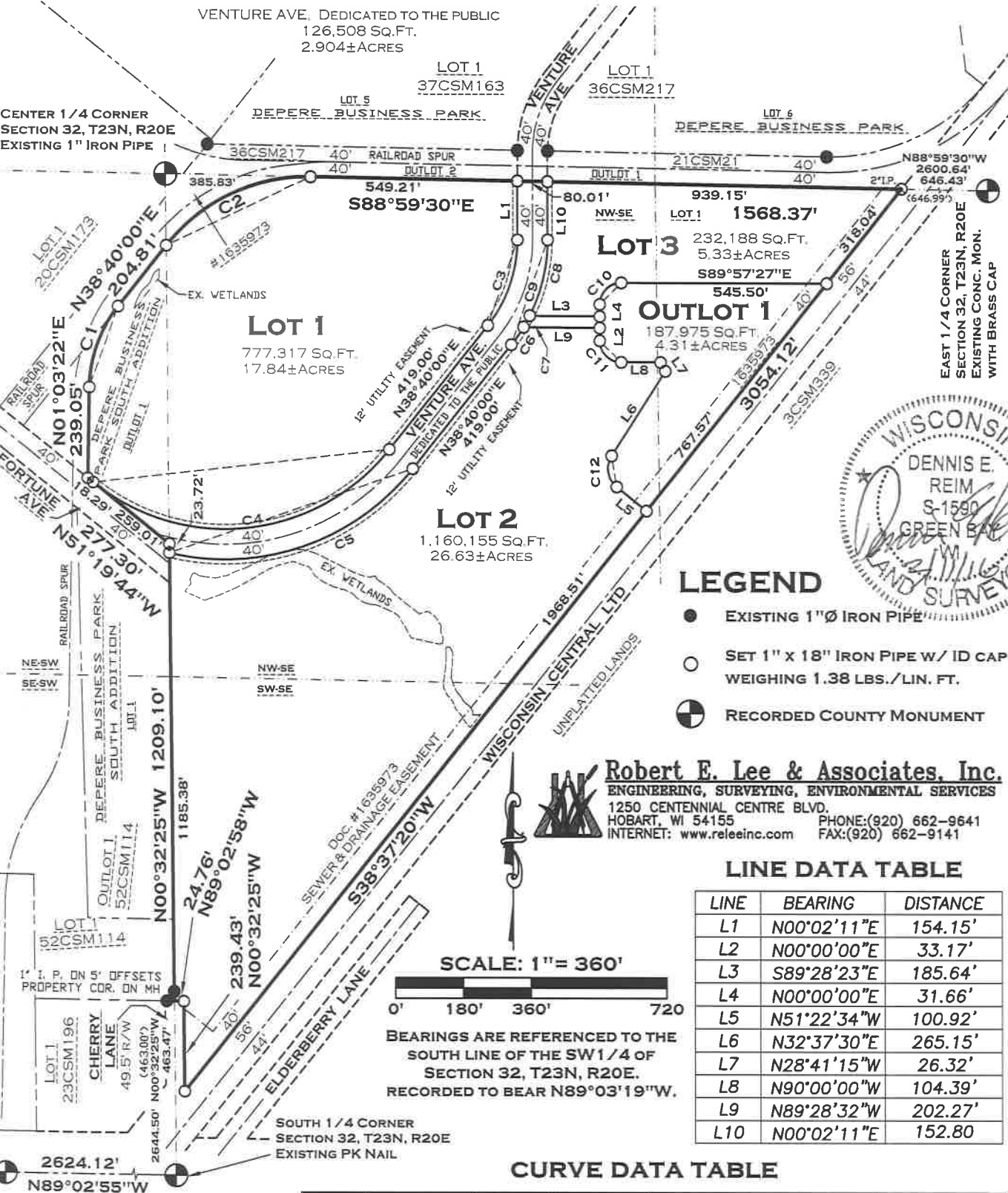
Recommendation

Staff would recommend approval of the CSM with the following conditions/corrections:

1. Certificate for City of De Pere should be Shana Ledvina, City Clerk.

CERTIFIED SURVEY MAP

PART OF OUTLOT 1, DE PERE BUSINESS PARK SOUTH ADDITION LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4; PART OF GOVERNMENT LOT 1, PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 32, T23N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



LEGEND

- EXISTING 1"Ø IRON PIPE
- SET 1" x 18" IRON PIPE W/ ID CAP WEIGHING 1.38 LBS./LIN. FT.
- ⊙ RECORDED COUNTY MONUMENT

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BLVD.
HOBART, WI 54155
INTERNET: www.releeinc.com
PHONE: (920) 662-9641
FAX: (920) 662-9141

LINE DATA TABLE

LINE	BEARING	DISTANCE
L1	N00°02'11"E	154.15'
L2	N00°00'00"E	33.17'
L3	S89°28'23"E	185.64'
L4	N00°00'00"E	31.66'
L5	N51°22'34"W	100.92'
L6	N32°37'30"E	265.15'
L7	N28°41'15"W	26.32'
L8	N90°00'00"W	104.39'
L9	N89°28'32"W	202.27'
L10	N00°02'11"E	152.80'

CURVE DATA TABLE

CURVE	DELTA	ARC	RADIUS	CHORD BEARING	CHORD	TAN BEARING
C1	37°36'38"	229.75'	350.00'	N19°51'41"E	225.65'	
C2	52°20'30"	439.46'	481.06'	N64°50'15"E	424.34'	
C3	38°37'49"	242.72'	360.00'	N19°21'05"E	238.15'	
C4	90°00'16"	879.69'	560.00'	S83°40'08"W	791.99'	
C5	64°39'20"	722.21'	640.00'	S70°59'40"W	684.50'	N76°40'40"W
C6	07°19'20"	56.23'	440.00'	S35°00'20"W	56.19'	
C7	04°27'01"	34.18'	440.00'	S29°07'09"W	34.17'	
C8	26°51'28"	206.25'	440.00'	S13°27'55"W	204.37'	
C9	38°37'49"	296.66'	440.00'	N19°21'05"E	291.07'	
C10	90°02'33"	89.58'	57.00'	N45°01'16"E	80.64'	
C11	90°00'00"	89.54'	57.00'	N45°00'00"W	80.61'	
C12	84°00'04"	90.90'	62.00'	N09°22'32"W	82.97'	

SOUTHWEST CORNER
SECTION 32, T23N, R20E
1" IRON PIPE W/ BROWN CO.
SURVEY CAP

CERTIFIED SURVEY MAP

An easement for electric, natural gas, and communications service is hereby granted by the City of De Pere to **WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, and all other providers of electric facilities, natural gas facilities, or telephone and cable TV facilities, and the City of De Pere**, Grantees, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities, including public services provided by the City of De Pere for water mains, sanitary sewers, storm water and associated facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE

I, Dennis E. Reim, Professional Land Surveyor, do hereby certify that under the direction of Karen Heyrman, City of De Pere, owner, I have surveyed, divided and mapped part of Outlot 1, De Pere Business Park South Addition located in part of the Northeast ¼ of the Southwest ¼, part of Government Lot 1, part of the Northwest ¼ of the Southeast and part of the Southwest ¼ of the Southeast ¼, all being a part of Section 32, Township 23 North, Range 20 East, City of De Pere, Brown County, Wisconsin described as follows:
Commencing at the East ¼ Corner of said Section 32;
thence N88°59'30"W, 646.66 feet on the north line of said Government Lot 1 to the westerly right of way the Wisconsin Central Ltd Railroad, the POINT OF BEGINNING;
thence S38°37'20"W on said westerly right of way 3054.12 feet to the east right of way of Cherry Lane;
thence N00°32'25"W on said east right of way 239.43 feet to the north line of Cherry Lane;
thence N89°02'58"W on said north line 24.76 feet to the west line of said Southwest ¼ of the Southeast ¼;
thence N00°32'25"W on said west line 1209.10 feet to the northerly right of way of Fortune Ave;
thence N51°19'44"W on said northerly line 277.30 feet;
thence N01°03'22"E, 239.05 feet;
thence 229.75 feet on the arc of a 350.00 foot radius curve to the right, having a long chord that bears N19°51'41"E, 225.65 feet;
thence N38°40'00"E, 204.81 feet;
thence 439.46 feet on the arc of 481.06 foot radius curve to the right, having a long chord that bears N64°50'15"E, 424.34 feet to the north line of said Northwest ¼ of the Southeast ¼;
thence S88°59'30"E on said north line 1568.15 feet to the POINT OF BEGINNING.

Parcel contains 2,484,143 square feet or 57.03 acres of land more or less.

That the within map is a true and correct representation of all the exterior boundaries of the land survey and division thereof. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes and Chapter 14 of the General Ordinances of the City of De Pere in the surveying, dividing and mapping of the same.

Dated this 11 day of March, 2016.

Dennis E. Reim
Dennis E. Reim RLS #1590
ROBERT E. LEE & ASSOCIATES, INC.



CERTIFIED SURVEY MAP

MUNICIPAL CORPORATE OWNERS CERTIFICATE

City of De Pere, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin does hereby certify that said City of De Pere caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. City of De Pere does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:
City of De Pere

Michael Walsh, Mayer Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

Personally came before me this day of , 2016, the above named owner to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public
(print name)
Brown County, Wisconsin.
My commission expires:

TREASURER'S CERTIFICATE

As appointed City of De Pere Treasurer, I hereby certify that the records in our offices show no unpaid taxes, no unredeemed tax sales and no unpaid or special assessments affecting any of the lands included in this plat, as of the dates listed below.

Shana L. Defnet Date
City of De Pere Clerk-Treasurer

COMMON COUNCIL APPROVAL CERTIFICATE

Approved for the City of De Pere this day of , 2016.

Shana L. Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Recommendation from the Plan Commission to approve the application for a railroad outlot CSM in the West Business Park.
Surveyor: Robert E. Lee & Associates

On June 27, 2016, by a vote of 6-0, the Plan Commission recommended approval of the Railroad Spur CSM generally located around Parcels WD-0076 and WD-0078. Because the CSM involves City-owned property, Common Council review is required.

ATTACHMENTS:

- CSM Staff Report 6-16 4255 (DOCX)
- 4255_001 (PDF)

Item 5: Review and Recommendation for a Railroad Spur CSM in the West Industrial Park. Surveyor: Dennis Reim, Robert E. Lee & Associates. *

On behalf of the City, Robert E. Lee & Associates has completed the attached CSM, for parts of the railroad spur in the West Industrial Park. This CSM is linked to Item #4, the three lot CSM for the Gilson properties and both have been prepared as part of the infrastructure work (road and stormwater retention facility) in this area.



Figure 1: Site Location

Because this CSM includes City owned land, it will be reviewed by the Common Council.

Recommendation

Staff would recommend approval of the CSM with the following conditions/corrections:

1. Certificate for City of De Pere should be Shana Ledvina, City Clerk.

 EXISTING 1"Ø IRON PIPE
 SET 1" X 18" IRON PIPE W/ ID CAP
 WEIGHING 1.38 LBS./LIN. FT.
 RECORDED COUNTY MONUMENT

LOT 1
37CSM163

LOT 6
DEPERE BUSINESS PARK

87,448 SQ.FT.
2.01±ACRES

S88°59'30"E
823.56'

1644.39'
740.83' (740.83)

204.81'
S38°40'00"W

LINE	BEARING	DISTANCE
L1	N00°32'25"W	60.58'
L2	S88°59'30"E	48.50'
L3	N38°40'00"E	101.05'
L4	N00°06'30"E	80.01'
L5	S00°06'30"W	80.01'
L6	S51°19'44"E	100.99'
L7	N51°19'44"W	197.63'
L8	S01°03'22"W	177.41'

CURVE	DELTA	ARC	RADIUS	CHORD BEARING	CHORD	TAN BEARING
C1	37°36'38"	229.75'	350.00'	S19°51'41"W	225.65'	
C2	52°20'30"	439.46'	481.06'	S64°50'15"W	424.34'	
C3	52°20'33"	485.10'	531.01'	N64°50'13"E	468.41'	N38°39'57"E
C4	36°36'38"	282.26'	430.00'	N19°51'41"E	277.22'	

**SOUTH 1/4 CORNER
SECTION 32, T23N, R20E
EXISTING PK NAIL**

CERTIFIED SURVEY MAP



Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BLVD.
HOBART, WI 54155
INTERNET: www.releeinc.com PHONE: (920) 662-9641
FAX: (920) 662-9141

Packet Pg. 56

CERTIFIED SURVEY MAP

An easement for electric, natural gas, and communications service is hereby granted by the City of De Pere to **WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, and all other providers of electric facilities, natural gas facilities, or telephone and cable TV facilities including the City of De Pere**, Grantees, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities, including public services provided by the City of De Pere for water mains, sanitary sewers, storm sewers and associated facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CERTIFIED SURVEY MAP

SURVEYOR'S CERTIFICATE

I, Dennis E. Reim, Professional Land Surveyor, do hereby certify that under the direction of Karen Heyrman, City of De Pere, owner, I have surveyed, divided and mapped part of a Railroad Spur dedicated to the public and all of Outlot 1, De Pere Business park South Addition, all of a Railroad Spur dedicated to the public in Volume 36 of Certified Survey Maps, Page 217, Map Number 5535, all of a Railroad Spur dedicated to the public in Volume 21 of Certified Survey Maps, Page 21, Map Number 3669, being part of Lot 5 and 6, De Pere Business Park, located in part of the Southeast ¼ of the Northeast ¼ and the Southwest ¼ of the Northeast ¼, part of Government Lot 1, part of the Northwest ¼ of the Southeast ¼, part of the Northeast ¼ of the Southwest ¼, all being in Section 32, Township 23 North, Range 20 East, city of De Pere, Brown County, Wisconsin described as follows:

Commencing at the East ¼ Corner of said Section 32;
thence N88°59'30"W, 646.66 feet on the north line of said Government Lot 1 to the westerly right of way the Wisconsin Central Ltd Railroad, the POINT OF BEGINNING;
thence N88°59'30"W, 1568.37 feet on the north line of said Government Lot 1 and the north line of said Northwest ¼ of the Southeast ¼;
thence 439.46 feet on the arc of a 481.06 foot radius curve to the left, having a long chord that bears S64°50'15"W, 424.34 feet;
thence S38°40'00"W, 204.81 feet;
thence 229.75 feet on the arc of a 350.00 foot radius curve to the left, having a long chord that bears S19°51'41"W, 225.65 feet;
thence S01°03'22"W, 239.05 feet to the northerly right of way of Fortune Avenue;
thence N51°19'44"W 298.63 feet on said northerly right of way to the westerly line of said dedicated to the public railroad spur, De Pere Business Park South Addition;
thence N38°40'00"E, 705.93 feet on said westerly line to the west line of the said Northwest ¼ of the Southeast ¼;
thence N00°32'25"W, 60.58 feet on said west line to the north line of the said Northwest ¼ of the Southeast ¼;
thence S88°59'30"E, 48.50 feet on said north line to the westerly line of said Volume 36 of Certified Survey Maps, Page 217;
thence N38°40'00"E, 101.05 feet on said westerly line to the south line of Lot 2, said Volume 36 of Certified Survey Maps, Page 217;
thence S88°59'30"E, 1644.39 feet on the south line of Lot 1 and 2, Volume 36 of Certified Survey Maps, Page 217;
thence continuing on said south line 485.10 feet on the arc of a 531.01 foot radius curve to the left, having a long chord that bears N64°50'13"E, 468.41 feet to the westerly right of way of the Wisconsin Central Ltd. Railroad;
thence S38°37'20"W, 361.80 feet on said westerly right of way to the POINT OF BEGINNING.

Parcel contains 269,329 square feet or 6.18 acres of land more or less.

That the within map is a true and correct representation of all the exterior boundaries of the land survey and division thereof. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes and Chapter 14 of the General Ordinances of the City of De Pere in the surveying, dividing and mapping of the same.

Dated this 11 day of March, 2016.

Dennis E. Reim RLS #1590
ROBERT E. LEE & ASSOCIATES, INC

Sheet 3 of 4



CERTIFIED SURVEY MAP

MUNICIPAL CORPORATE OWNERS CERTIFICATE

City of De Pere, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin does hereby certify that said City of De Pere caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. City of De Pere does further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for approval or objection:

City of De Pere

Michael Walsh, Mayer

Shana L. Defnet, Clerk-Treasurer

STATE OF WISCONSIN)
COUNTY OF BROWN) ss

Personally came before me this _____ day of _____, 2016, the above named owner to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public _____
(print name)
Brown County, Wisconsin.
My commission expires: _____

TREASURER'S CERTIFICATE

As appointed City of De Pere Treasurer, I hereby certify that the records in our offices show no unpaid taxes, no unredeemed tax sales and no unpaid or special assessments affecting any of the lands included in this plat, as of the dates listed below.

Shana L. Defnet Date
City of De Pere Clerk-Treasurer

COMMON COUNCIL APPROVAL CERTIFICATE

Approved for the City of De Pere this day of , 2016.

Shana L. Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from the Finance & Personnel Committee to accept donation of "Med Bags" to the Fire Department.

ATTACHMENTS:

- MED BAG DONATION (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *DL Rubin*

Date: June 13, 2016

Re: Consider Donation of "Med Bags"

Rennes Health and Rehab of De Pere has offered the Fire Department a cash donation of \$800 to purchase a quantity of "Med Bags" to support the highly successful National Fire Protection Association *Remembering When* senior citizens campaign. The express goal of this program is to prevent harm in our community and to help older folks to remain safely in their homes for as long as possible. The Fire Department sends staff members out into the community to assist our aging population with a wide range of safety related initiatives. One of the many offerings is the distribution and use of the "Med Bags."

The "Med Bag" program consists of a red zipper bag to store all of one's prescribed medication for convenience, compliance and safety. The person receiving this bag will hopefully know where their medications are located inside of their home. Each bright red bag is equipped with a front clear-view pouch that holds a confidential listing of the prescription drugs for that person. This bag will help the individual to be able to locate all of their needed medications for routine use and emergency purposes. Further, if emergency medical care is necessary, the attending emergency medical technician will be able to locate the patient's medication history by looking in the pouch of the Med Bag.

This program will allow the fire department to provide better pre-hospital medical care by taking this form to the emergency department, while leaving the medications in the person's home; therefore, less likelihood of losing the drugs while in transit or at the hospital. Anyone in the City of De Pere that requests a "Med Bag" will receive one at no expense, because of this and other kind donations.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

Attachment: MED BAG DONATION (4933 : Recommendation from Finance/Personnel Committee to accept donation of "Med Bags" to the Fire

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Recommendation from the Finance & Personnel Committee to accept the donation of 200 smoke detectors to the Fire Department.

ATTACHMENTS:

- SMOKE DETECTOR DONATION (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief *DeRubin*

Date: July 12, 2016

Re: Consider Donation of 200 Smoke Detectors

The American Red Cross in conjunction with the Wisconsin Professional Fire Fighters Association has offered the De Pere Fire Department a donation of 200 lithium battery powered smoke detectors valued at approximately \$4,000. These devices are for the exclusive use by the De Pere Fire Rescue Department to install in homes in our City. The donated alarms will be used as part of our Smoke & Carbon Monoxide Detector installation program. From time to time, citizens request smoke detectors to be installed in their homes by the Department. This service is provided at no cost to the citizen. This generous offer does not require matching funds, but only for the Department to install this critical personal safety device into a needy family's dwelling place upon request. No additional expenditures are requested or needed on behalf of the City of De Pere for this project.

Smoke alarms are critical in a home to alert the occupant(s) that a fire is developing inside of their residence. The notion is that this fast action alarm alerts everyone in the home to evacuate the building immediately and to dial 9-1-1 to obtain emergency fire extinguishment services from the Fire Department to quell the blaze, while it is small and less destructive. Tragically, De Pere experiences about a half-dozen (on average) blazes per year with three of those generally being significant fires such as the \$800,000 plus fire loss at St Norbert College on May 8, 2015.

Although smoke detectors will not control an unfriendly fire, they will alert a family to get out of the building thereby saving human life. So, in order for the Fire Department to reach our mission statement, smoke detectors need to be properly installed and maintained in every home in our City. This kind donation will continue us on this long term journey of preventing harm in our community.

Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to approve the Wochinske Donation for the Recreation Scholarship Fund in the amount of \$2,500.

This memo is to seek the Common Council approval for the De Pere Parks, Recreation and Forestry Department to accept a donation of \$2500 from the Wochinske Foundation to be placed in the Recreation Scholarship fund.

This is the seventh year that Jim and Kathy Wochinske have donated to this fund. They appreciate that the City offers this for our residents and truly enjoy contributing to this great program.

Thank you for your consideration in this matter. If you have any questions, concerns or comments, please do not hesitate to contact me.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Board of Park Commissioners to Award Optimist Playground Surface Project 16-12 to Blumel's Maintenance Service, Inc. In the amount of \$34,700.

Staff advertised for the poured in place playground surfacing at Optimist Park. As been the norm for the past couple years, we only received one bid. The industry does not have many contractors willing to perform the work in the area and state. The bid received was from Blumel's, which is the company we have worked with on our other playgrounds.

With relation to the overall project budget, we have \$95,000 allocated, and we appear to be in-line.

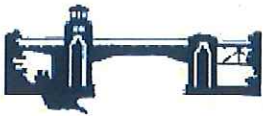
- Playground Cost	\$41,044
- Poured In Place surfacing	\$34,700
- Rubber Fiber/Matting (Est)	\$ 3,000
- Sidewalk (Est)	\$14,000
- Landscaping (Est)	\$ 2,256
Total	\$95,000

Staff is recommending awarding the contract to Blumel's in the amount of \$34,700.

ATTACHMENTS:

- 20160603080525494 (PDF)

BID TAB



BIDDER NO. 1	
Bluemel's Maintenance Service, Inc.	

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID
PC-01	Provide Poured in Place Playground Surface, ½” Depth Minimum	SF	2656	\$ 5.50	\$ 14,608.00
PC-02	Provide Base Mat	SF	2656	\$ 7.00	\$ 18,592.00
PC-03	Poured in Place Playground Surface Testing	LS	1	\$ 1,500.00	\$ 1,500.00
TOTAL AMOUNT BID					\$34,700.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Ordinance #16-11, Amending Section 13-7 De Pere Municipal Code Regarding Special Assessments for Storm Sewer Improvements Benefitting Existing Non-Residential Properties

The Board of Public Works at the July 11, 2016 meeting, approved a modification to the storm sewer/lateral assessment ordinance for existing non-residential development to be similar to the current storm sewer/lateral ordinance.

The Board of Public Works recommended approval to the ordinance to update the assessment for storm sewer main and/or laterals for existing development in locations with an urban street section (curb and gutter). This update will apply to developed areas other than residential and residential with greater than two units per building. The assessment updates will follow the previous ordinance except as follows:

- Mainline storm sewer cost will be calculated based on the average cost of an 18" diameter storm sewer main multiplied by front foot of the parcel at the right of way.
- Storm sewer lateral costs will be calculated as an average 6", 8", or 12" diameter storm lateral, based on what is required by the property owner. The length of lateral shall be based on a 70 foot right of way. Storm sewer lateral diameters greater than 12", shall be calculated on a case by case basis.
- Mini-storm sewer will not be used for this type of development due to more storm water discharges from impervious surfaces.

Background

In 2014, the storm sewer and storm lateral ordinance for developed residential areas was revised. Under the revision, the cost for the storm sewer main and/or lateral is set at the beginning of each year for existing developed residential (up to two units per building) areas with an urban roadway cross section (curb and gutter). Under the current ordinance, property owners pay 20% of the cost for storm sewer main and/or 100% of the storm sewer lateral cost. This update did not address other development types in existing urbanized areas of the City.

The yearly cost is based on a 60 foot wide lot for the sewer main and 60 foot wide right of way for a storm lateral.

Discussion

Based on upcoming projects, staff has drafted an update to the ordinance to address new storm sewer main and/or laterals to land uses **other than** residential development and residential with greater than two units per building. The revisions/policy is as follows for land uses other than residential development:

- (1) For new construction, install storm sewer and laterals per the Municipal Code with the development funding the project.

- (2) For reconstruction, install storm sewer and laterals per the Municipal Code. A yearly connection fee would be established by the Board
- (3) For resurfacing, install storm sewer based on requests or as required by the Director of Public Works. A yearly assessment would be established by the Board
- (4) For areas without a planned construction project, install storm sewer as requested. Construction may be postponed for new sewer if the street is included in the near future for reconstruction or resurfacing. If there are significant pavement impacts, the storm sewer request may be postponed until a street project is scheduled. A yearly assessment would be established by the Board.
- (5) Costs for the storm sewer main and laterals would be established yearly by the Board. The assessment will be paid at the time of connection and be based on the assessment established for the year that the lateral was constructed with up to 10 years of interest. Connection is required when a storm sewer and/or lateral is available under the following conditions:
 - a. For the entity requesting storm sewer service.
 - b. If required by the Director of Public Works, which could be based on the following:
 - i. Complaint from a resident.
 - ii. Icing problems in the winter.
 - iii. Ponding water in the curb.
 - iv. Slime growth on paved surfaces due to sump pump discharges.
 - c. At the time of property sale.
 - d. After 25 years.
- (6) The assessment will be presented to the Board of Public Works each year. The cost for the storm assessment will be based on the previous three year's construction cost for storm sewer and appurtenances on a weighted average for the cost and amount installed on applicable projects. For example, for storm sewer and storm laterals, the cost will be calculated by multiplying the length of the pipe by the per foot cost and then divided by the overall footage to determine the cost per foot. The assessment will be based on the following charges:
 - a. 100% of the storm lateral cost will be included in the assessment. This includes the lateral piping and connection to the storm sewer main. The lateral piping cost will be based on an average 35 foot long storm sewer lateral length. The yearly assessment will be calculated for a 6", 8", or 12" storm lateral as requested by the property owner. Assessments for larger storm laterals will be calculated on a case by case basis.
 - b. 20% of the storm sewer main will be included in the assessment. The remaining 80% of the storm sewer main will be charged to the storm water utility. Storm sewer main cost will be based on the following:
 - i. 18 inch diameter storm sewer main.
 - ii. Four foot diameter manholes with an average depth of five feet and a spacing of 300 feet.
 - iii. The assessable cost will be based on the actual amount of front footage, based on the lot width at the right of way.
- (7) The assessment will be based on the following:
 - a. If there is no storm sewer in front of the property at the time of installation, the assessment will include the storm main charge and lateral charge.
 - b. If there is existing storm sewer at the time of lateral installation, and the City provides the lateral, the assessment will be the lateral charge.
- (8) This assessment calculation does not apply to the following:
 - a. Residential development.
 - b. Reconstruction of a street from a rural section (no curb and gutter) to an urban section with storm sewer and curb and gutter. The storm sewer under this situation would be assessed at 100% to the adjacent benefitting properties.

The assessment will be based on similar construction by averaging the three previous years. The public hearing and the resolution will be with the Board of Public Works.

For 2016, the proposed assessments would be as follows:

- Mainline – \$9.90/Front Foot
- Storm Lateral (6”) – \$1,584.60/Lateral
- Storm Lateral (8”) – \$2,194.20/Lateral
- Storm Lateral (12”) - \$2,224.43/Lateral

ATTACHMENTS:

- Ord16-11 (DOCX)
- Special Assess 13-7 redlined 7-12-16 (DOCX)
- Storm_Connection_Revision-2 (PDF)

ORDINANCE #16-11

AMENDING SECTION 13-7 DE PERE MUNICIPAL CODE
REGARDING SPECIAL ASSESSMENTS FOR STORM SEWER IMPROVEMENTS
BENEFITTING EXISTING NON-RESIDENTIAL PROPERTIES

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

SECTION 1: Section 13-7(c)(1)a.i, *Cost share between the stormwater utility and property owner; Storm sewer main*, is hereby amended by adding the following provisions at the end of the paragraph:

- A. For existing residential development up to two (2) units per parcel, the assessment shall be calculated using the average cost over the preceding three-year period of a 12-inch diameter storm sewer main with a lot width of sixty (60) feet at the right of way.
- B. For all other existing development, the assessment shall be calculated using the average cost over the preceding three-year period of an 18-inch diameter storm sewer main multiplied by the linear front foot of the parcel at the right of way.

SECTION 2: Section 13-7(c)(1)b.ii., *Cost share between the stormwater utility and property owner; Storm sewer lateral*, is hereby amended by adding the following provisions at the end of the paragraph:

- A. For existing residential development up to two (2) units per parcel, the assessment shall be calculated using the average cost over the preceding three-year period of a 6-inch diameter storm lateral with a lot width of sixty (60) feet at the right of way.
- B. For all other existing development, the assessment shall be calculated using the average cost over the preceding three-year period of a 6-inch, 8-inch or 12-inch diameter storm sewer lateral, as determined by the development on the parcel, with a lot width at the right of way of seventy (70) lineal feet.

SECTION 3: The paragraph title and first sentence of Section 13-7(c)(2), *Without concurrent street reconstruction or resurfacing project*, is hereby repealed and recreated as follows:

Ordinance #16-11

Page 2 of 2

13-7 (c) (2) *Without concurrent street reconstruction or resurfacing project-residential zoning districts only.* Mini-storm sewer (meaning storm sewer main of smaller diameter intended to provide drainage for sump pumps and backyard drains) and laterals shall be installed in residential zoning districts where no street reconstruction or resurfacing improvements are occurring if requested by a property owner to address storm drainage issues or when recommended by the director of public works to address drainage issues in the area.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of July, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 7/11/16

Publication Date: _____

Effective Date: _____

• **Sec. 13-7. - Payment of new construction of public infrastructure.**

It shall be the policy of the City of De Pere to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets including sidewalks, pedestrian malls, landscaping, street lights and associated amenities. In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. § 66.0701 and § 66.0703 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the City of De Pere.

(a) *New development extension of public infrastructure.*

- (1) *Special assessment.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.
- (2) *Letter of credit.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be required to file an irrevocable letter of credit or cash with the city clerk-treasurer prior to the city publicly bidding such work. The terms and conditions of such letter of credit and the work to be bid by city for construction shall be as provided in a developer's public infrastructure agreement.
- (3) *Residential infrastructure development agreement.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be permitted to enter into a residential infrastructure development agreement with the city as authorized under common council Resolution 10-131, a copy of which is available in the office of the city clerk-treasurer.

(b) *New infrastructure in existing development.* Except as provided in paragraph (c) below, the owner of property abutting the extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.

(c) *New storm sewer main or lateral installation in existing urban development.* This subsection shall be applicable only to installations in existing urban development. Existing urban development shall mean any existing street with curb and gutter.

- (1) Concurrent with street reconstruction or resurfacing project. Storm sewer main and laterals shall be constructed in conjunction with street reconstruction or resurfacing projects when requested by a property owner abutting said improvement project or when recommended by the director of public works to address storm drainage issues in such area. The costs associated with installation of new storm sewer main and/or service lines (laterals) shall be assessed as follows:

a. *Cost share between the stormwater utility and property owner.*

- i. *storm sewer main.* The stormwater utility shall bear 80 percent of the costs associated with the storm sewer main installation. The abutting property owner shall be assessed 20 percent off the costs associated with installation of the storm sewer main.

A. For existing residential development up to two (2) units per parcel, the assessment shall be calculated using the average cost over the preceeding three-

- year period of a 12-inch diameter storm sewer main with a lot width of sixty (60) feet at the right of way.
- B. For all other existing development, the assessment shall be calculated using the average cost over the preceeding three-year period of an 18-inch diameter storm sewer main multiplied by the linear front foot of the parcel at the right of way.
- ii. *Storm sewer lateral.* The abutting property owner shall be assessed 100 percent of the costs associated with installation of the storm sewer lateral.
- A. For existing residential development up to two (2) units per parcel, the assessment shall be calculated using the average cost over the preceeding three-year period of a 6-inch diameter storm lateral with a lot width of sixty (60) feet at the right of way.
- B. For all other existing development, the assessment shall be calculated using the average cost over the preceeding three-year period of a 6-inch, 8-inch or 12-inch diameter storm sewer lateral, as determined by the development on the parcel, with a lot width at the right of way of seventy (70) lineal feet.
- b. *Method and basis of assessment.*
- i. *Basis of assessment.* The board of public works shall yearly determine the cost of storm sewer main and storm sewer lateral installation using the previous year's actual construction costs for such improvements. Whenever the actual costs shall be found to vary materially from the year prior, the board shall consider whether to reconsider and reopen any assessment and it may, after giving the same notice and having a public hearing as provided in subsection d. below, may cancel, amend or conform the assessment.
- ii. *Method of assessment.* Properties abutting the improvements shall be assessed on a per lot basis.
- c. *Preliminary resolution.* The board of public works shall consider a preliminary resolution declaring its intent to exercise the city's police powers to specially assess benefited properties to construct such public improvements. Such preliminary resolution shall:
- Describe generally the contemplated purposes, the limits of the proposed assessment district and the payment options in which the special assessments may be paid;
 - Direct the city engineer or designee to make a report thereon if not already completed;
 - Direct the clerk-treasurer to publish notice of a public hearing as a Class I notice under Wis. Stats. ch. 985, and to mail a copy of said notice to every interested person whose address is known or can be ascertained with reasonable diligence;
 - Direct the scheduling of a public hearing before the board on such improvements and assessments, said hearing to commence not less than ten and not more than 40 days after the required publication and mailing.
- d. *Public hearing.* The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:
- No interest imputed if payment of assessment made in full within 30 days of invoice;
 - Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

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- iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the storm sewer;
 - D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.
 - iv. Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.
 - e. *Adoption of final resolution.* Upon adoption by the board, the assessment shall be deemed authorized and made, and the date of adoption shall constitute the date of levy. Assessments so levied shall be a lien against the property from such date. A copy of the resolution adopted by the board shall be mailed to every owner of property assessed whose address is known or can be ascertained with reasonable diligence.
 - f. *Reopening of assessment.* Whenever the actual cost of any project shall, upon completion or after the receipt of bids, be found to vary materially from the assessment or whenever any assessment is void or invalid for any reason, or whenever the board shall determine to reconsider and reopen any assessment, it may, after giving the same notice as provided in subsection (c)(1)c. and after a public hearing, amend, cancel, or conform any such prior assessment. If the cost of the project shall be less than the special assessment levied, the board, without notice or hearing, shall reduce each special assessment proportionately and where any assessments have been paid, and the excess over cost shall be refunded to the property owner.
- (2) *Without concurrent street reconstruction or resurfacing project-residential zoning districts only.* Mini-storm sewer (meaning storm sewer main of smaller diameter intended to provide drainage for sump pumps and backyard drains) and laterals shall be installed in residential zoning districts areas where no street reconstruction or resurfacing improvements are occurring if requested by a property owner to address storm drainage issues or when recommended by the director of public works to address drainage issues in the area. All or part of the costs associated with mini-storm sewer and/or lateral installation shall be assessed under the procedures set forth in paragraph (c)(1) of this section, except that the board shall provide for the following payment alternatives in place of those described in (c)(1)d. thereof:
 - a. As to the property owner requesting mini-sewer installation:
 - i. No interest imputed if paid in full within 30 days of invoice;
 - ii. Payment in such yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bond issue.
 - b. As to other property owners within the area assessed:
 - i. No interest imputed if payment of assessment made in full within 30 days of invoice;
 - ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
 - iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;

- C. Connection to the mini-storm sewer;
 - D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.
- iv. Interest on alternative ii. and iii. above shall stop accruing after a period of ten years.
- (3) *Waiver of public hearing and assessment.* The board may, without any notice or hearing, levy and assess the whole or any part of the aforementioned municipal improvements as a special assessment on the property specially benefited thereby or impose a special charge upon property for all or part of the cost of current services rendered whenever notice and hearing thereon is in writing waived by all owners of the property affected by such special assessment or special charge.
- (d) *Sidewalks.* The construction and repair of sidewalk which has not been made a part of street or highway improvements shall be assessed in accordance with Wis. Stats. § 66.0907.

**2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to
Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 7/5/16**

Storm Mainline Cost

Item Description	Cost Per LF	Comment
18" Storm Sewer Main	\$75.71	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$6.78	
Mainline Cost Per Street Foot	\$82.50	Remaining 80% funded by Storm Water Utility
Cost Per Side of Street	\$41.25	
Assessable Amount (20%)	\$8.25	
Engineering and Administration (20%)	\$1.65	
Total Mainline Cost Per Front Lot Foot	\$9.90	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,235.50	35 foot average length.
Storm Wye Cost	\$85.00	
Assessable Amount (100%)	\$1,320.50	
Engineering and Administration (20%)	\$264.10	
Total Lateral Costs	\$1,584.60	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
8" Storm Lateral	\$1,626.45	35 foot average length.
Storm Wye Cost (Core)	\$202.05	Average of cost to core pipe
Assessable Amount (100%)	\$1,828.50	
Engineering and Administration (20%)	\$365.70	
Total Lateral Costs	\$2,194.20	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
12" Storm Lateral	\$1,651.64	35 foot average length.
Storm Wye Cost (Core)	\$202.05	Average of cost to core pipe
Assessable Amount (100%)	\$1,853.69	20.00%
Engineering and Administration	\$370.74	
Total Lateral Costs	\$2,224.43	

2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 7/5/16

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-01	Provide 18" PVC or RCP Storm	LF	22	\$95.00	\$2,090.00	
13-07	ST-07	Remove and Replace 18" RCP (Class III)	LF	9	\$75.00	\$675.00	
15-01	ST-02	remove and Replace 18" PVC or RCP, CL III Storm Sewer	LF	39	\$65.00	\$2,535.00	
Total				70.00		\$5,300.00	
Average Cost Per Foot						\$75.71	

**2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.**

City of De Pere

Date: 7/5/16

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-04	Provide 4' Diameter Storm Manhole	VF	4.40	\$290.00	\$1,276.00	
13-07	ST-14	Install 4' Diameter Storm Manhole	VF	13.20	\$351.00	\$4,633.20	
13-07	ST-15	Install 4' Diameter Storm Manhole	VF	5.30	\$351.00	\$1,860.30	
14-01	ST-08	Provide 4' Diameter Storm Manhole	VF	15.14	\$430.00	\$6,510.20	
14-07	ST-03	Install 4' Diameter Storm Manhole	VF	8.74	\$405.90	\$3,547.57	
15-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	55.89	\$377.00	\$21,070.53	
15-07	ST-06	Provide 4' Diameter Storm Manhole	VF	60.30	\$454.61	\$27,412.98	
Total				162.97		\$66,310.78	
Cost Per Vertical Foot						\$406.89	
Cost for a 5 foot Deep Manhole						\$2,034.45	
Average Per Foot Cost with a 300 Foot Spacing						\$6.78	

2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 7/5/16

Lateral Cost

Lateral 6"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-10	Provide 6" PVC Storm Sewer	LF	679.5	\$39.00	\$26,500.50	
13-07	ST-01	Install 6" PVC Storm Sewer	LF	222.5	\$24.00	\$5,340.00	
Total				902.00		\$31,840.50	
Average Cost Per Foot						\$35.30	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,235.50	Average length of lateral is based on a 70 foot right of way.

Lateral 8"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-02	Install 8" PVC Storm-Roof Drains	LF	693.00	\$46.47	\$32,203.71	
Total				693.00		\$32,203.71	
Average Cost Per Foot						\$46.47	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,626.45	Average length of lateral is based on a 70 foot right of way.

Lateral 12"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	272	\$45.00	\$12,240.00	
13-07	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	237.5	\$48.15	\$11,435.63	
13-07	ST-03	Install 12" PVC or RCP (Class III) Storm Sewer	LF	354	\$32.00	\$11,328.00	
14-01	ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	375.5	\$49.00	\$18,399.50	
14-07	ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	350.3	\$50.74	\$17,774.22	Storm Sewer relatively shallow similar to laterals
15-01	ST-04	Remove and Replace 12" PVC or RCP Storm Sewer	LF	648.5	\$49.00	\$31,776.50	
15-07	ST-01	Remove and Replace 12" PVC or RCP Storm Sewer	LF	797.4	\$50.51	\$40,276.67	
Total				3035.20		\$143,230.52	
Average Cost Per Foot						\$47.19	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,651.64	Average length of lateral is based on a 70 foot right of way.

2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 7/5/16

Connection Cost

Storm Wye Cost (6")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-10		EA	25	\$85.00	\$2,125.00	No wyes have been installed in 2013 thru 2015.
Total				25.00		\$2,125.00	
Average Cost Per Wye						\$85.00	

Core Storm Tee Cost (8" & 12")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-11	Core Drill Existing Main with NPC Kor-N-Tee	EA	8	\$202.05	\$1,616.40	
Total				8.00		\$1,616.40	
Average Cost Per Connection/Core						\$202.05	

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: July 19, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #16-12, Repealing and Recreating Chapter 82-Solid Waste/Curbside Recyclable Collection

The Board of Public Works at the July 11, 2016 meeting approved the following ordinance revisions for garbage and recycling collection.

At our last BOPW meeting on June 13, 2016, staff went over ordinance changes summarized below:

* Redefining "multiple-family source": It was felt by staff since we are changing the maximum polycarts to three(3) we needed to reconsider multi-family to be three or more residential units instead of five. This was not originally discussed in previous meetings but felt it needs to be addressed now since we are revising the entire ordinance. This would now require a three or four unit property to go with a private hauler.

* Recycle overflow: The existing ordinance only allowed for garbage overflow. Staff felt it was necessary to include recycle overflow as well.

* Collection limits and frequency: This section of the ordinance was revised to implement the maximum collection of three (3) carts for commercial, institutional, manufacturing, and residential properties. This has been part of the main discussions staff has held with the BOPW over the past few years. The only thing that staff is proposing different then single family resident is changes so a duplex would be allowed to have one garbage cart and one recycle cart per unit. The two units combined would be allowed four (4) carts as we currently operate today. In addition as mentioned above we would redefine multifamily not to be three or more units and would have to be private collection.

* Storage of solid waste between collections: This section of the ordinance was revised to tighten up the requirements for storage of polycarts and other containers. The biggest change is if the polycart or containers are not in a building or other enclosure than they would need to be stored where the polycarts or containers are fully screened from any observer located at the property line or public right-of-way. Staff is proposing this be effective January 1, 2018 to allow enough time for properties to any enclosures or screening.

* Nicolet Square collection: A new section was created in the ordinance to allow for common collection services utilizing dumpsters. This has been part of the main discussions staff has held with the BOPW over the past few years. The BOPW decided to use a formula using industry standards for establishing rates to be charged to properties benefitting from common collection services. The factors to be used in establishing monthly charges would be 6.77 for "eating and drinking establishments" and 1.115 for all other parcels. In addition, parcels can opt out if they have the area to do so.

The BOPW then decided to postpone approving the ordinance changes until July meeting so they had further time to review the ordinance revisions. In addition, the delay would allow time to send out notices to parcels that have over three (3) residential units per parcel.

Since the last meeting, staff has reviewed the ordinance again and is recommending the following changes:

* The definition for an overflow collection day is:

1. any such day as is declared by the city; or
2. any such day that an "overflow tag" is affixed to the recyclable container placed outside the recyclable polycart; or
3. those infrequent days, not to exceed four collection days in a calendar year, that an "overflow tag" is affixed to the plastic bag container placed outside the garbage polycart.

The reason for this modification is to control the overflow so property owners do not supplement "overflow" because their needs exceeds three (3) carts.

* Staff felt we need to keep the "multi-family source" as it currently exists which is properties containing five or more units. However, we are proposing to limit the number of carts to two (2) per unit like we did for duplexes. The reason for staying with the existing ordinance is due to not being able to eliminate a service completely without impacting the City's levy limit.

Any questions please contact my office.

ATTACHMENTS:

- Ord16-12 (DOCX)
- Ch 82 - Solid Waste Ord Rev Redline JSL edits 6-28-16 (DOCX)

ORDINANCE #16-12

REPEALING AND RECREATING CHAPTER 82-SOLID WASTE/CURBSIDE
RECYCLABLE COLLECTION

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

Chapter 82-Solid Waste/Curbside Recyclable Collection, is hereby repealed and recreated
as follows:

Sec. 82-1. - Definitions.

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

Bi-metal container means a container for carbonated or malt beverages that are made primarily of a combination of steel and aluminum.

Brush means trimmings from shrubs and trees but does not include brush or yard waste generated by a service contractor.

Collectable recyclables means all plastic bottles & containers including: all food, beverage and household bottles, jars, jugs, dairy containers and lids, deli, bakery, produce containers and lids; all paper including: newspapers and inserts, magazines, books, catalogs, milk, juice and soup cartons, junk mail and office paper; all metal and glass including: aluminum bottles and cans, steel, tin and bi-metal cans, empty aerosol cans, food and beverage glass bottles and jars. The items listed as collectable recyclables in this definition may be modified by the director of public works in accordance with the effective date of state law or applicable state department of natural resources regulations or variances therefrom. The director of public works shall be responsible for informing the public of all acceptable collectable recyclables.

Collectable solid waste means garbage, collectable recyclables, brush, yard waste and refuse.

Commercial or manufacturing source means any private business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses whether non-profit or profit making in nature, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.

Compost site means a public site prepared and operated by the city for the purpose of composting yard waste.

Construction debris means all waste resulting from building construction or demolition, alteration, or repair, including excavated material, remodeling, and other waste including but not limited to windows, doors, drywall, framing and roofing materials, flooring, carpeting cabinets and counter tops, concrete, stone, asphalt, sod, earth, dirt, and brick.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Disposable bag and *bag* mean a one-way disposable bag made of polyurethane or other plastic material with a securing twist tie consisting of a minimum of two-ply paper and minimum of 1½ mils thickness for plastic. Bags shall not exceed a volume capacity of 30 gallons or a weight of 50 pounds. Whenever the terms "disposable bag" and "bag" are used in this chapter, such words will mean disposable bag as described in this definition.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfied one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Garbage means miscellaneous waste material, excluding recyclables, including, but not limited to, discarded material resulting from handling, processing, storing, consumption of food, paper, metals, rubber, wood, cloth, and litter. Garbage shall specifically exclude hazardous, offensive, noxious or toxic wastes, refuse, construction debris, yard waste or brush.

Hazardous and/or toxic waste means waste materials or substances which, during normal storage in handling, may be a potential cause of harm, sickness or death, such as explosives, petroleum products, metal or pharmaceutical materials, corrosive chemicals, poisonous or pathogenic substances, pesticides, chemicals, radioactive materials, toxic materials, and all other similar harmful substances, whether in solid, liquid or gaseous form.

Institutional source means any institutional enterprise, including, but not limited to, churches, schools, educational institutions, and fraternal organizations.

HDPE means high density polyethylene, labeled by the SPI code #2.

LDPE means low density polyethylene, labeled by the SPI code #4.

Landscape/lawn care operation means all landscape, lawn care, nursery, tree service, or other business which provides landscape and lawn care services to others for a fee or other consideration. See also *service contractor*.

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, humidifier or water heater. Major appliances are considered refuse for purposes of this chapter. Microwave ovens which have had the capacitor removed shall not be considered major appliances.

Manufacturing source means waste resulting from manufacturing or processes and operations, excluding hazardous, offensive, toxic or noxious wastes, refuse, yard waste, brush or construction debris.

Multiple-family source means a property containing five or more residential units, including those which are occupied seasonally.

Newspaper means a newspaper and other materials printed on newsprint.

Noxious and/or offensive waste means those wastes that are unwholesome or have an unpleasant smell or are otherwise noxious and/or offensive, such as manure, filth, slop, carcasses, carrion meat, fish, entrails, hides and hide scrapings, paint, kerosene, oil or greasy substances, and objects that may cause injury to any person or animal or damage to vehicles such as barbed wire, briar thorns or similar materials. The term "manure" herein shall not include the excrement/fecal waste of domesticated animals allowed upon R-1 Single Family Residence District and R-2 Single and Two Family Residence District zoned parcels provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

Office paper means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

Other resins and multiple resins mean plastic resins labeled by the SPI code #7.

Other sources mean municipal buildings and municipal public spaces.

Overflow collection day means a day on which garbage or collectable recyclables that cannot fit in the polycart is collected. On an overflow collection day, garbage which cannot fit into the polycart shall be placed in a disposable bag alongside, but not inside, the polycart for collection. On an overflow collection day, collectable recyclables that cannot fit in the polycart may be placed in a container which itself is a collectable recyclable and which is of a size which can fit within the polycart, and such container shall be placed alongside, but not inside, the polycart for collection. An overflow collection day is:

1. any such day as is declared by the city; or
2. any such day that an "overflow tag" is affixed to the recyclable container placed outside the recyclable polycart; or
3. those infrequent days, not to exceed four collection days in a calendar year, that an "overflow tag" is affixed to the plastic bag container placed outside the garbage polycart.

Overflow tag means the tag purchased at city hall or the municipal service center for the privilege of placing solid waste which does not fit in a polycart out for pick up. Each overflow tag shall permit the placement of no more than two overflow containers [either plastic bag(s) or recyclable container(s)] for collection. The fee for such tag shall be as established by resolution of the common council.

Patron means any person producing any type of waste material covered by the regulations of this chapter. In the case of a firm or corporation, the term "patron" will be construed to mean the principal agent, office or employee responsible for the firm or corporation.

Person means any individual, corporation, partnership, association, educational institution, local governmental unit as defined in Wis. Stats. §66.0117(1)(a), state agency or authority, or federal agency.

PETE means polyethylene terephthalate, labeled by the SPI code #1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

Polycart means a reusable container specifically designed for automated collection and provided by the city for a fee determined by the City Council. Polycarts are the property of the city and shall remain with the parcel address to which it is assigned by the city. Polycarts are specifically designated for garbage or collectable recyclable use. Garbage polycarts are available in large or small sizes. If a parcel is allowed two (2) garbage polycarts under this ordinance, at least one of the polycarts shall be the large size.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. §291.01 (including such amendments as may be made from time to time), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. §289.01 (including such amendments as may be made from time to time).

PP means polypropylene, labeled by the SPI code #5.

Private collection receptacle means container(s) provided by a private garbage or recyclable collection hauler.

PS means polystyrene, labeled by the SPI code #6.

PVC means polyvinyl chloride, labeled by the SPI code #3.

Recyclable materials means lead acid batteries; major appliances; waste oil; yard waste; and collectable recyclables as defined in this section.

Refuse or rubbish means miscellaneous waste material that is bulky or of such a size that will not fit in polycart and as is not normally collected with garbage including but not limited to furniture, appliances, bicycles, exercise equipment, play equipment, and other household items, mattresses, screen/storm doors, swing sets, plumbing fixtures, ovens, washtubs, wheelbarrows, bikes, box springs, and similar items. Refuse or rubbish excludes construction debris, electronics such as televisions, stereos, microwaves, computers, cell phones, telephones systems, keyboards, servers, copiers, video equipment, business equipment, printers, and similar equipment. Refuse and rubbish also excludes air conditioners, dehumidifiers, freezers, refrigerators, water coolers, and others similar equipment containing Freon. The director of public works shall maintain a list of acceptable items falling within the refuse or rubbish classification.

Refuse or rubbish drop-off site means a public site prepared and operated by the city for the purposes of refuse or rubbish drop-off. The director of public works shall maintain a list of items acceptable items acceptable for drop off.

Residential source means a property containing one, two, three or four residential units, including those which are occupied seasonally.

Service contractor means a person, firm, entity or company which performs services for a property owner or occupant.

Solid waste means garbage, recyclables, brush, yard waste, refuse, construction debris; hazardous, toxic, offensive or noxious wastes.

Solid waste facility means as specified in Wis. Stats. § 289.01 (35) including such amendments as may be made enacted from time to time.

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste, including incineration.

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means all materials originating in the yard and garden which are capable of natural decomposition, including leaves, grass clippings, and other vegetation but does not include any yard waste generated by a service contractor. Yard waste does not include any brush.

Sec. 82-2. - Collection limits and frequency.

- (a) Effective June 1, 2017, city shall not collect garbage or collectable recyclables for parcels which create in excess of two (2) large polycarts on a garbage only collection cycle or three (3) large polycarts on garbage recycling collection cycle. The property owner or designated agent shall be responsible for the proper and sanitary storage, collection and transportation of garbage and collectable recyclables generated, all in accordance with federal, state and local regulations.
- (b) Residential source. Garbage from a residential source shall be collected by the city once each week. Collectable recyclables from a residential source shall be collected once every two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:
 - (1) Garbage collection only cycle:
 - a. Single family residence: two (2) garbage polycarts at a maximum of 200 pounds each.
 - b. Two, three or four unit residence: one (1) garbage polycart per unit at a maximum of 200 pounds each.
 - (2) Garbage and recyclable collection cycle:
 - a. Single family residence: three (3) polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
 - b. Two, three or four unit residence: two (2) polycarts per unit, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
- (c) Multifamily source. Garbage and collectable recyclables shall not be collected from any multifamily source. All owners or designated agents of multifamily dwellings shall be responsible for the proper and sanitary transportation of garbage and collectable

recyclables generated from multifamily sources in compliance with all federal, state and local laws and regulations.

- (d) Commercial, institutional and manufacturing sources. Normal accumulations of garbage from commercial or manufacturing parcels shall be collected once each week. Normal accumulations of collectable recyclables shall be collected from a commercial or manufacturing source once each two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:
 - (1) Garbage collection only cycle: two (2) garbage polycarts at a maximum of 200 pounds each.
 - (2) Garbage and recyclable collection cycle: three (3) polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
- (e) Commercial sources in certain locations. Normal accumulations of garbage and collectable recyclables from commercial and manufacturing parcels located in Mission Square, Perrot Square, Marquette Square, the block bounded by Fourth, Fifth, Main and Reid, and the block bounded by Broadway, Front, George and James Streets, up to a maximum limit of five polycarts of solid waste at a maximum of 200 pounds each per parcel shall be collected once each week.
- (f) Other sources. Normal accumulations of garbage from municipal buildings and municipal public spaces shall be collected once per week by the city. Collectable recyclables from the sources stated in this subsection shall be collected once every two weeks.
- (g) Construction debris. Construction debris shall not be picked up by the city. It shall be the responsibility of the owner and/or contractor to properly dispose of construction debris as provided by law.

Sec. 82-3. - Storage of solid waste between collections.

- (a) Storage of City issued polycarts.
 - (1) The owner and/or the occupant of a residential source shall be responsible for the proper and sanitary storage of all collectable solid waste accumulated at the premises until collection.
 - (2) The owner and/or the occupant of a residential source shall use sufficiently sized polycarts to adequately hold garbage or collectable recyclables accumulating between collections without overloading.
 - (3) All polycarts shall be maintained in a good, clean and sanitary condition. Bags shall be securely tied and free of rips and placed in polycarts. Polycarts shall not be overloaded, bent, broken or otherwise maintained so as to prevent the cover from properly fitting thereon.
 - (4) The owner and/or the occupant shall be responsible for the proper and sanitary storage of all other solid waste and collectable recyclable material and shall be responsible for its disposal according to law.

- (5) Polycarts shall be stored during the time period between collection days in the following locations:
- a. Residential sources. Effective January 1, 2018, polycart(s) from residential sources shall be stored in a garage or other permitted enclosure or outbuilding on the parcel when available. When such garage or other permitted enclosure or outbuilding is not available, the polycart(s) shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences and other screening device that visually blocks the view of the polycart(s). All screening shall be properly maintained and in a good state of repair.
 1. Polycart(s) may be stored in the backyard, garage, or any other convenient discreet location, provided they are screened as provided herein.
 2. Polycart(s) must be stored with the lids completely closed.
 3. Do not store polycart(s) near a furnace, grill or any other heat source.
 - b. Commercial, institutional and manufacturing sources. Effective January 1, 2018, polycarts from commercial, institutional and manufacturing sources which are not subject to refuse and recycle enclosure storage requirements under its site plan approval from the City Plan Commission shall be stored in an enclosure on the parcel when available. When such enclosure is not available, the polycarts shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences, except chain link with slating, and other screening device that visually blocks the view of the polycart(s). All screening shall be properly maintained and in a good state of repair.
- (b) Enclosures for Private Collection Receptacles.
- (1) Effective January 1, 2018, all property upon which private collection receptacle(s) are stored which are not subject to refuse and recycle storage requirements under any site plan approval from the City Plan Commission, shall store such private collection receptacles in a garage or other permitted enclosure. When such garage or other permitted enclosure or outbuilding is not available, the private collection receptacle(s) shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences and other screening device that visually blocks the view of the private collection receptacle(s). All private collection receptacle(s) shall be stored with lids completely closed and away from all heat sources. All screening shall be properly maintained and in a good state of repair.
 - (2) The building inspector or his/her designee shall have the authority to order that any exterior storage of garbage, recyclables, or refuse be enclosed in a structure if, in the building inspector's determination, the storage of such garbage, recyclables, or refuse is unsanitary or creates or tends to create a nuisance to public health or safety. Such enclosure shall meet the following requirements:
 - a. Use of such enclosure shall be limited to the storage of private collection

receptacles; and

- b. The enclosure shall be 100% impervious to sight; and
- c. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.
- d. The enclosure shall be at least one (1) foot higher than the receptacle(s) but no higher than six (6) feet. No refuse or recycle may be stored higher than the enclosure.
- e. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).
- f. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.

Sec. 82-4. - Placement of garbage and collectible solid waste for city collection.

(a) Placement of polycarts for collection.

(1) Residential, Commercial, Institutional, and Manufacturer sources.

- a. Residential, Commercial, Institutional, and Manufacturer garbage and recyclables will be prepared as set forth below.
- b. All garbage and collectable recyclables shall be placed in the proper polycart. The polycart shall be placed within three feet of the curb with the directional arrow pointing toward the street where available. Collections may be made at the alley line where such parcels are served by an alley or adjacent to the sidewalk in designated downtown areas, subject to the consent and approval of the street superintendent.
- c. All polycarts shall be placed no less than four feet away from each other or any other objects.
- d. Polycarts shall not be placed in front of parked cars.
- e. Location of polycarts in winter. During winter months, polycarts shall be placed in the driveway apron or on an adjacent area to the curb line which has been shoveled free of snow. In cases where the street superintendent determines that collection would be best facilitated by allowing property owners to place polycarts at other accessible points, this subsection may be waived by the city. Polycarts shall not be placed on top of snow bank.
- f. All solid waste placed for collection shall be deemed abandoned and shall become property of the city upon being placed for collection.

(2) Multifamily source. There shall be no collection of garbage and collectable recyclables from multifamily sources.

- (b) Preparation of garbage for collection generally. All garbage placed for collection shall be prepared as provided under this section. Containers which are not polycarts issued by the city shall not be placed for collection except as provided on overflow collection days.

- (1) Residential garbage.
 - a. All residential garbage must be placed inside the proper polycart(s).
 - b. No garbage shall be placed outside the polycart for collection unless the collection day is an "overflow collection day" or unless the resident has affixed an overflow tag to one of two plastic bags placed outside the cart for collection.
 - (2) Condominiums.
 - a. Residential garbage and collectable recyclables from condominium units shall not take place upon the private condominium property unless the following are present:
 1. The private property provides adequate ingress and egress to municipal equipment and vehicles with such maneuverability as to allow that equipment and vehicles to access and depart the property without the necessity of backing the vehicles off of the private property; and
 2. The owner of such private property executes a Hold Harmless Agreements as approved by the Common Council on March 2, 2004 (Resolution 04-31).
 - b. If the condominium development cannot or does not comply with the above requirements, residential garbage and collectable recyclables will be collected from such development if prepared in accordance with this section and placed for collection within three feet of the curb line.
 - (3) Commercial, institutional and manufacturing garbage.

Except as provided at section 82-2(d), commercial, institutional and manufacturing garbage must be placed in the proper polycart.
 - (4) Condition of disposable bags placed for "overflow collection day". All garbage placed for collection under this section shall be placed in a sufficient number of bags to adequately hold the garbage. All bags shall be securely tied and free of rips and tears. No sharp edges or protrusions shall be present. No bags shall be placed outside polycart for collection unless the collection day is an "overflow collection day" or unless there is an overflow tag affixed to one of the two bags placed outside the cart for collection.
- (c) Collection of recyclables. Collectable recyclables shall be separated from garbage and other collectable solid waste and placed for collection in the proper polycart in conformity with this subsection.
- (1) Residential collectable recyclables.

Occupants of single to four unit residences shall, to the greatest extent practicable, separate collectable recyclables from garbage and other solid waste and shall keep the collectable recyclables clean and free of contaminants, such as produce residue, oil or grease, or other non-recyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in accordance with §82-3 of this ordinance in a manner

- which protects them from wind, rain and other inclement weather, and shall be placed curbside for collection as provided at §82-4 of this ordinance.
- (2) Commercial, institutional and manufacturing sources.
- Recyclable materials may be placed for collection as provided in section 82-4 of this ordinance.
- (3) Responsibilities of owners or designated agents of multifamily dwellings. Owners or designated agents of multifamily dwellings shall be responsible to:
- Provide adequate separate containers for recyclable materials;
 - Notify tenants in writing at the time of renting or leasing the dwelling and at least semiannually thereafter about the established recycling programs;
 - Provide for the collection of materials separated from the solid waste by tenants and the delivery of the materials to a recycling material facility;
 - Notify tenants of the reasons to reduce and recycle solid waste, which includes materials collected, how to prepare the materials in order to meet the processing requirement, collection methods or sites, locations and hours of operation, and a contact person or company, including the name, address and telephone number.
- The requirements of subsection (c)(3)a, b, c and d of this section will not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the state department of natural resources which recovers collectable recyclables from solid waste in as pure a form as is technically feasible.
- (4) Responsibilities of owners or designated agents of commercial, institutional, and manufacturing parcels. Owners or designated agents of nonresidential facilities and properties shall:
- Provide adequate, separate containers for recyclable material.
 - Notify in writing, at least semiannually, all users, tenants and occupants of the properties about the established recycling program.
 - Provide for the collection of materials separated from the solid waste by the users, tenants and occupants, and the delivery of the materials to a recycling facility.
 - Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or site, locations and hours of operation, and a contact person or company, including a name, address and telephone number.
- The requirements of subsection (c)(4)a, b, c and d of this section do not apply to owners or designated agents of commercial, institutional and manufacturing parcels if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the state department of natural resources that recovers for recycling the collectable recyclables from solid waste in as pure a form as is technically feasible.

- (5) Separation of recyclables not required. The requirement that collectable recyclables be segregated from garbage and other solid waste do not apply in the following circumstances:
 - a. To the occupants of single-family and two-family to four-family unit residences, multiple-family dwellings and nonresidential facilities or properties that send their postconsumer waste to a processing facility licensed by the state department of natural resources that recovers recyclables from solid waste in as pure a form as is technically feasible.
 - b. Solid waste which is burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as a supplemental fuel.
 - c. Any collectable recyclable for which a variance has been granted by the state department of natural resources under Wis. Stats. § 159.11(2), or Wis. Admin. Code NR § 544.14.
- (6) Collection time. All garbage, collectable recyclables or other collectable solid waste shall be placed as required by this chapter by 6:30 a.m. on the designated collection day.
- (7) Preparation time. All garbage, collectable recyclable or other collectable solid waste, when placed in front of a property pursuant to this chapter, shall not be so placed prior to 6:00 p.m. the day before the collection day for the garbage, collectable solid waste or collectable recyclable. Any polycart, solid waste or other item which is not collected in accordance with applicable provisions of this chapter shall be removed from curbside not later than midnight the day of collection.

Sec. 82-5. - Preparation of brush, refuse and yard waste.

- (a) Brush, refuse and yard waste shall be collected as determined by the board of public works.
- (b) When collected, brush, refuse and yard waste shall be prepared as follows:
 - (1) Brush. Brush shall be placed in stacks aligned parallel to the curb and shall not obstruct either the street (and gutters) or sidewalk. In areas where there are no sidewalks, brush shall be placed within four feet of the curb line and placed in stacks aligned parallel to the curb line and in such a manner as to not interfere with the flow of water in the gutters.
 - (2) Refuse. Refuse shall be placed at the curbside in such a manner as to provide the greatest ease of loading and collection into a truck. All refuse shall be free of jagged or sharp edges, protruding nails, protruding screws and any other hazardous condition.
 - (3) Yard waste. Yard waste shall be placed neatly in piles within six feet of the curb line and in such a manner as not to interfere with the flow of water through the gutters nor to obstruct the sidewalk or street.

- (c) Refuse or rubbish drop off site. The city may establish such refuse or rubbish drop-off sites as deemed appropriate by the board of public works. Such drop-off site shall be subject to the following regulations:
- (1) Only refuse or rubbish as defined in this chapter and prepared in accordance with this section shall be deposited at any designated drop-off site.
 - (2) Such drop-off site shall be used only by residents of the city.
 - (3) Such drop-off site shall be used solely for purposes of dropping off and depositing refuse or rubbish at the site. No person shall take, carry away or in any manner remove any refuse or rubbish deposited or in the process of being deposited at the site.
 - (4) The director of public works shall establish such other regulations as reasonably pertain to the operation of the drop-off site.

Sec. 82-6. - Disposal of hazardous and other non-collectible items.

The following materials shall not be collected by the city and the owner and/or occupant of any premises shall be responsible for the proper disposal of such materials as follows:

- (a) Televisions, electronics and computer equipment which may be disposed of at the Brown County Hazardous Waste facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (b) Fluorescent light bulbs and light ballasts, which may be disposed of at the Brown County Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (c) Construction debris and concrete (shingles, siding, drywall, etc.), which may be disposed of at the Brown County Transfer Station located at 3734 W. Mason Street, Oneida. Or, Veolia Environmental Services, 1799 County PP, De Pere.
- (d) Propane tanks, which may be disposed of at the Brown County Household Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (e) Waste tires. By county ordinance, tire retailers must accept used tires for each new tire sold. Any additional tires may be taken to the Brown County Transfer Station located at 3734 W. Mason Street, Oneida.
- (f) Batteries. Automotive batteries can be disposed of at the Brown County Household Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.

Sec. 82-7. - Authority to direct the disposal of solid waste.

- (a) Disposal at the direction of the street superintendent. All solid waste, whether collected by the city pursuant to this chapter or collected privately, shall be disposed of as directed by the street superintendent or as otherwise provided by law. Solid waste shall not be buried on any premises within the city, and no person shall burn solid waste outdoors at any time within the city limits.

- (b) Solid waste on public streets. It shall be unlawful for any patron or person to deposit, throw, place or leave any solid waste upon any street, court, lane, alley, business, public enclosure, vacant lot, house, yard, body of water or any other place except those places provided in this chapter for collection purposes. No person shall remove any solid waste from a private premise without the consent of the occupant, owner or lessee of the premises, and no person shall remove any solid waste which has been set out for collection unless authorized to do so.
- (c) Disruption of collectable solid waste placed for collection unlawful. Except upon the direction of the street superintendent, no person shall upset or break open any bag or upset or remove the cover of any container or polycart placed in the manner provided for by this chapter for solid waste collection or otherwise remove the contents of any such receptacle in any street, alley or other public place.
- (d) Prohibitions on disposable recyclable materials separated for recycling. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any collectable recyclables which have been separated for recycling.

Sec. 82-8. - Disposal of certain solid wastes.

- (a) Disposal of animal offal and other offensive wastes. Animal offal and other offensive waste, including dead animals, fish, fowl, manure and nightsoil may not be placed for collection by the municipal collection service. It is the responsibility of the owner of such animals to dispose the waste in a sanitary manner. The excrement/fecal waste of domesticated animals allowed upon Single Family Residence District and Single and Two Family Residence District zoned parcels shall be allowed for municipal collection provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.
- (b) Cinders and ashes. Cinders and ashes or any smoldering embers shall not be placed for collection.
- (c) Disposal of infectious material. The removal of apparel, bedding or other refuse from homes or places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the city health officer. Such waste shall not be placed curbside for collection with normal garbage or collectable recyclables.
- (d) Hazardous and/or toxic waste. Placing or depositing any hazardous or toxic waste including, without limitation, explosive materials such as dynamite, dynamite caps, shotgun shells, rifle cartridges, gunpowder, gasoline or other similar material in disposable bag, polycart, recyclable box or bundle for collection is prohibited.
- (e) Questions concerning disposal. When any patron is in doubt as to proper preparation, handling and disposal of any type of solid waste, he or she shall communicate with the street superintendent for information concerning handling and disposal.

Sec. 82-9. - Special regulations.

- (a) Accumulation of waste. If the owner, occupant or lessee of any premises shall neglect or refuse to clean up and remove from the premises any solid waste when ordered to do so by the city health officer, the owner, occupant or lessee shall be liable for the penalty provided for violation of this chapter. Should the accumulation occur on any street, alley or public

thoroughfare, the waste may be collected by the street superintendent and the entire cost assessed against the abutting property.

- (b) Enforcement of maximum weight limits. All new commercial, manufacturing and multiple-family units may receive municipal solid waste collection under the provisions of this chapter if their waste volumes are below the maximum allowable for collection as provided in this chapter. If it is determined at any time that the patron exceeds the maximum weight limits for four consecutive weeks, the street superintendent may issue a notice providing that municipal collection services will be terminated at the end of 60 days from date of the notice.
- (c) Failure to comply. The street superintendent may refuse to furnish collection service to any person not complying or refusing to comply with this chapter or the rules and regulations made by the board of public works or other orders of the street superintendent or health department for the collection or disposal of solid wastes.
- (d) Prosecution. When services for collection of solid waste have been withdrawn by the street superintendent from any person for failure to comply with such rules and regulations resulting in the accumulation of garbage or other solid wastes on his premises, which is offensive or a public nuisance, that person may be prosecuted under any ordinance of the city regulating the same.

Sec. 82-10. - Enforcement provisions.

- (a) Enforcement by department of public works. For the purpose of ascertaining compliance with the provisions of this chapter in regard to recyclables, any authorized officer, employee or representative of the department of public works may inspect recyclable materials separated for recycling, garbage intended for disposal, recycling collection sites and facilities, collection vehicles, and any records relating to recycling activities which shall be kept confidential when necessary to protect propriety information. No person may refuse access to any authorized officer, employee or authorized representative of the department of public works who requests access for purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with any such inspection.
- (b) Penalty. Any person who violates the provisions of this chapter or who refuses to obey any order issued under this chapter shall be subject to a forfeiture collected by municipal citation. The issuance of the citation shall not preclude proceeding under any other ordinance or law relating to the same matter. Proceeding under any other ordinance or law relating to the same matter shall not preclude the issuance of a citation under this subsection. Penalties for violating this chapter shall be as determined by resolution of the common council. Each 24-hour period of violation, disobedience, omission, neglect or refusal to obey this chapter or any order in accordance therewith shall be deemed a separate offense.

Sec. 82-11. - Compost site regulations.

- (a) No bags or reusable containers may be disposed of at the compost site.
- (b) Persons transporting yard waste shall cover or otherwise contain the waste in such a manner as to prevent scattering or dumping of yard waste in transport.

- (c) The hours of operation of the compost site shall be published by the department of public works.
- (d) Yard waste from commercial operations is prohibited.

Sec. 82-12. - Nicolet Square Recyclable and Garbage Common Collection Service District Created.

(a) *Purpose*

The Common Council finds that continued city collection of commercial source recyclables and garbage has led to the proliferation of recycling and garbage carts in the city's downtown commercial areas, resulting in access restrictions to businesses and public parking areas and sanitary and aesthetic concerns. Further, commercial building footprints in the historic downtown commercial areas typically encumber the entire parcel, leaving little or no room for public or private refuse container storage or screening, allowing few options to avoid the detrimental impact caused by the presence of individual recycle and garbage carts on collection days or when stored between collection days.

Wis. Stats §66.0405 authorizes the city to create district(s) for the collection of refuse defined by type of property. Although both the east and west side commercial business areas exhibit the detrimental impact on aesthetics and access caused by multiple containers on public parking property each collection day, the number of commercial businesses properties contributing to the problem on the east side is far less than on the west side. Further, the configuration of business properties on the west side is compact due to the presence of the Nicolet Square Parking Mall, providing the city an opportunity to implement a novel approach to prevent the deleterious effects the proliferation of recyclable and garbage containers has on the historic downtown commercial properties. The Common Council is mindful that it has not before set apart public property for the purpose of recyclable and garbage collection by a private waste hauler, and wishes to determine the effectiveness of the action prior to expanding the program.

Therefore, deeming it prudent to establish one such common collection district at this time to determine the efficiency and effectiveness of the collection method, the Common Council hereby creates the Nicolet Square Recyclable and Garbage collection District ("the Nicolet Square District"). In circumstances where the provisions of this section are in conflict with other sections of this chapter, the provisions of this section shall control.

(b) *Definitions*

When used in this section, the following definitions shall apply:

- (1) *Common area* means the location(s) identified by the city where it will place dumpster(s) for collecting commercial source recyclables and garbage from the Nicolet Square District.
- (2) *Dumpster* means a container designed and used for dumping, receiving and transporting recyclable materials and garbage. In this section, dumpster does not include polycart(s).

- (3) *Nicolet Square District* shall mean those real properties abutting Main Ave to the North, Third Street to the East, Reid Street to the South and Fourth Street to the West, in particular the following Parcels: WD-906, WD-907, WD-908, WD-909, WD-910, WD-911, WD-912, WD-913, WD-915, WD-917, WD-918, WD-919, WD-920, WD-921, WD-922, WD-923, WD-925, WD-930 and WD-931, except for those parcels which may have opted out as permitted under §82-12(d)2.
 - (4) *Waste generator rate* means the rate assigned to the commercial use of the parcel as determined by *Waste Management Practices-Municipal, Hazardous, and Industrial – Second Edition*.
- (c) *City to Provide Common Collection Service*
- (1) Commencing January 1, 2017, city shall provide common area(s) for placing dumpster(s) for receiving and disposing of normal accumulations of commercial source recyclables and garbage generated by the owners and/or tenants of the parcels comprising the Nicolet Square District. Further, city shall provide or contract to provide collectable recyclable and garbage dumpster collection and transportation services therefore. City shall allow owners of establishments in the Nicolet Square District to place necessary grease collection containers in the common area(s), who shall be responsible for maintaining that area in a clean and orderly manner and for the proper and sanitary collection of the same by a service contractor.
 - (2) Dumpsters in the common area shall be serviced by City or its contractor at such times and frequencies as necessary to maintain the area in a good, clean and sanitary condition. The collection limits and frequency found in §82-2 of this chapter do not apply to the common collection service to the Nicolet Square District.
 - (3) Only commercial source collectable recyclables and garbage, as defined in §82-1 DPMC shall be placed in the appropriate dumpsters, except that restaurant grease is permitted when placed in the appropriate grease container provided as specified above.
 - (4) The dumpsters in the common area(s) shall be used only by the owners and tenants of the Nicolet Square District as defined in this section.
 - (5) The city shall collect all previously city issued polycarts from each property in the Nicolet Square District. No polycart shall be distributed to any parcel in the Nicolet District after December 31, 2016. All parcels shall receive the city Collection Services described above commencing January 1, 2017 unless a property owner qualifies for and provides notice to city of their intent to opt out of such service under paragraph (d)2. After December 31, 2016, regulations found in §82-4(a) (2), (c) (2), and (c) (4) of this chapter regarding polycarts do not apply to this section.
- (d) *Participation in City Provided Collection Service*

- (1) Except as provided herein, all parcels in the Nicolet Square District shall be provided City Collection Services. A property owner meeting all of the requirements of paragraph (2) below may provide written notice of their intent to opt out of the City provided collection service and to be responsible for their own safe and sanitary collectible recyclable and garbage collection service. Notice shall be as provided in paragraph (2) below.
 - (2) A property owner may opt out of the common collection service provided by the city if all of the following apply:
 - A. The parcel for which the owner opts out is of sufficient size and shape such that all private collection receptacles and the enclosure therefore are located entirely upon such parcel and enclosed in accordance with all of the following requirements:
 - i. Use of such enclosure shall be limited to the storage of private collection receptacles; and .
 - ii. The enclosure shall be 100% impervious to sight; and
 - iii. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.
 - iv. The enclosure shall be at least one (1) foot higher than the receptacle(s) but no higher than six (6) feet. No refuse or recycle may be stored higher than the enclosure.
 - v. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).
 - vi. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.
 - B. The parcel owner shall provide written notice of opt out to the Director of Public Works on or before October 1 of the year preceding the effective date of the opt out. Once the opt out is effective, the opt out shall continue unless the owner of the parcel provides the Director of Public Works with a request to terminate the opt out on or before October 1 of any year. If the termination request is approved by the Director of Public Works (whose approval shall not be unreasonably withheld), the termination shall be effective January 1 of the subsequent year.
- (e) *Assessment for city collection services.*
- All property owners in the Nicolet Square District except those opted out shall be charged for all costs associated with providing and maintaining the common areas for recyclables and garbage and for all costs associated with providing collection, transportation and

disposal services for recyclables. The Director of Public Works shall annually determine the costs of providing the common collection service utilizing the waste generator rate determined by Waste Management Practices – Municipal, Hazardous, and Industrial – Second Edition. The charge for services rendered to the parcels as described shall be placed as a special charge against the tax roll for such parcel each year as provided by Wis. Stats. §66.0627.

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 19th day of July, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Deputy Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 07/11/16

Publication Date: _____

Effective Date: _____

Chapter 82 - SOLID WASTE/CURBSIDE RECYCLABLE COLLECTION^[1]

Sec. 82-1. - Definitions.

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

Bi-metal container means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

Brush means trimmings from shrubs and trees **but does not include brush or yard waste generated by a service contractor.**, ~~tree limbs less than six inches in diameter, and stalks from garden plants. Brush does not include stumps, root balls or logs greater than six inches in diameter.~~

~~*Bundle* means a securely tied bail or stack of paper products or wood not to exceed dimensions of 12 inches × 18 inches × 12 inches nor a weight of 50 pounds.~~

Collectable recyclables means ~~aluminum containers, corrugated paper, or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; and bi-metal containers.~~ **all plastic bottles & containers including: all food, beverage and household bottles, jars, jugs, dairy containers and lids, deli, bakery, produce containers and lids; all paper including: newspapers and inserts, magazines, books, catalogs, milk, juice and soup cartons, junk mail and office paper; all metal and glass including: aluminum bottles and cans, steel, tin and bi-metal cans, empty aerosol cans, food and beverage glass bottles and jars.** The items listed as collectable recyclables in this definition may be modified by the director of public works in accordance with the effective date of state law or applicable state department of natural resources regulations or variances therefrom. The director of public works shall be responsible for informing the public of all acceptable collectable recyclables.

Collectable solid waste means garbage, collectable recyclables, brush, yard waste and refuse.

Commercial or manufacturing source means any private business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses whether non-profit or profit making in nature, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.

~~*Commercial garbage* means waste resulting from the operation of business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.~~

Compost site means a public site prepared and operated by the city for the purpose of composting yard waste.

Construction debris means all waste resulting from ~~construction or reconstruction of any building, roadway, sidewalk, or sewer; also, any yard waste or brush generated by a service contractor.~~ building construction or demolition, alteration, or repair, including excavated material, remodeling, and other waste including but not limited to windows, doors, drywall, framing and roofing materials, flooring, carpeting cabinets and counter tops, concrete, stone, asphalt, sod, earth, dirt, and brick.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Disposable bag and *bag* mean a one-way disposable bag made of polyurethane or other plastic material with a securing twist tie consisting of a minimum of two-ply paper and minimum of 1½ mils thickness for plastic. Bags shall not exceed a volume capacity of 30 gallons nor a weight of 50 pounds. Whenever the terms "disposable bag" and "bag" are used in this chapter, such words will mean disposable bag as described in this definition.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfied one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Garbage means miscellaneous waste material, excluding recyclables, including, but not limited to, discarded material resulting from handling, processing, storing, consumption of food, paper, metals, rubber, wood, cloth, and litter. Garbage shall specifically exclude hazardous, offensive, noxious or toxic wastes, refuse, construction debris, yard waste or brush.

Hazardous and/or toxic waste means waste materials or substances which, during normal storage in handling, may be a potential cause of harm, sickness or death, such as explosives, petroleum products, metal or pharmaceutical materials, corrosive chemicals, poisonous or pathogenic substances, pesticides, chemicals, radioactive materials, toxic materials, and all other similar harmful substances, whether in solid, liquid or gaseous form.

Institutional sources means any institutional enterprise, including, but not limited to, churches, schools, educational institutions, and fraternal organizations.

HDPE means high density polyethylene, labeled by the SPI code #2.

LDPE means low density polyethylene, labeled by the SPI code #4.

Landscape/lawn care operation means all landscape, lawn care, nursery, tree service, or other business which provides landscape and lawn care services to others for a fee or other consideration. See also service contractor.

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, humidifier or water heater. Major appliances are considered refuse for purposes of this chapter. Microwave ovens which have had the capacitor removed shall not be considered major appliances.

Manufacturing source garbage means waste resulting from manufacturing or processes and operations, excluding hazardous, offensive, toxic or noxious wastes, refuse, yard waste, brush or construction debris.

Multiple-family source dwelling means a property containing five ~~three~~ ~~five~~ or more residential units, including those which are occupied seasonally.

Newspaper means a newspaper and other materials printed on newsprint.

~~*Nonresidential facilities and properties* means commercial, retail, industrial, institutional and governmental facilities and properties. This term nonresidential facilities and properties does not include multiple-family dwellings.~~

Noxious and/or offensive waste means those wastes that are unwholesome or have an unpleasant smell or are otherwise noxious and/or offensive, such as manure, filth, slop, carcasses, carrion meat, fish, entrails, hides and hide scrapings, paint, kerosene, oil or greasy substances, and objects that may cause injury to any person or animal or damage to vehicles such as barbed wire, briar thorns or similar materials. The term "manure" herein shall not include the excrement/fecal waste of domesticated animals allowed upon R-1 Single Family Residence District and R-2 Single and Two Family Residence District zoned parcels provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

Office paper means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

Other resins and multiple resins mean plastic resins labeled by the SPI code #7.

Other sources means ~~s~~ municipal buildings and municipal public spaces.

Overflow collection day means a day on which garbage or collectable recyclables that cannot fit in the polycart is collected. On an overflow collection day, garbage which cannot fit into the polycart shall and placed be placed in a disposable bag ~~placed in a disposable bag may be placed along side~~ alongside but not inside the polycart for collection. On an overflow collection day, collectable recyclables that cannot fit in the polycart may be placed in a container which itself is a collectable recyclable and which is of a size which can fit within the polycart, and such container shall be placed alongside the polycart for collection. An overflow collection day is: shall be

1. any such day ~~(s)~~ as is declared by the city; or
2. ~~and shall also mean any~~ any such day that an "overflow tag" is affixed to the recyclable container~~garbage bag which is~~ placed outside the polycart;
- ~~1-3.~~ those infrequent days, not to exceed four collection days in a calendar year, that an "overflow tag" is affixed to the plastic bag placed outside the polycart.

Overflow tag means the tag purchased at city hall or the municipal service center for the privilege of placing solid waste which does not fit ~~garbage bags not~~ in a polycart out for pick up. Each overflow tag shall permit the placement of no more than two overflow containers [either plastic bag(s) or recyclable container(s)]~~garbage bags~~ for collection. The fee for such tag shall be as established by resolution of the common council. ~~Overflow tags are not available for overflow collectable recyclables.~~

Patron means any person producing any type of waste material covered by the regulations of this chapter. In the case of a firm or corporation, the term "patron" will be construed to mean the principal agent, office or employee responsible for the firm or corporation.

Person means any individual, corporation, partnership, association, educational institution, local governmental unit as defined in Wis. Stats. §66.0117(1)(a) , state agency or authority, or federal agency.

PETE means polyethylene terephthalate, labeled by the SPI code #1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

Polycart means a reusable container specifically designed for automated collection and provided by the City for a fee determined by the City Council. Polycarts are the property of the City and shall remain with the parcel address to which it is assigned by the City. Polycarts are specifically designated for garbage or collectable recyclable use. Garbage polycarts are available in large or small sizes. If a parcel is allowed two (2) garbage polycarts under this ordinance, at least one of the polycarts shall be the large size. ~~approved by the street department and specifically designed to be adaptable to city garbage and recycling truck automated pickup.~~

~~No~~

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. §291.01 (including such amendments as may be made from time to time), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. §289.01 (including such amendments as may be made from time to time).

PP means polypropylene, labeled by the SPI code #5.

Private collection receptacle means container(s) provided by a private garbage or recyclable collection hauler.~~P~~

PS means polystyrene, labeled by the SPI code #6.

PVC means polyvinyl chloride, labeled by the SPI code #3.

Recyclable materials means lead acid batteries; major appliances; waste oil; yard waste; and collectable recyclables as defined in this section.

Refuse or rubbish means miscellaneous waste material that is bulky or of such a size that will not fit in polycart and as is not normally collected with garbage including but not limited to furniture, appliances, bicycles, exercise equipment, play equipment, and other household items. carpet, mattresses, screen/storm doors, swing sets, plumbing fixtures, ovens, washtubs, wheelbarrows, bikes, box springs, and similar items. Refuse or rubbish excludes also means construction debris, electronics such as televisions, stereos, microwaves, computers, cell phones, telephones systems, keyboards, servers, copiers, video equipment, business equipment, printers, and similar equipment. Refuse and rubbish also excludes air conditioners, dehumidifiers, freezers, refrigerators, and water coolers, and others similar equipment containing Freon. only if such items have a city issued Freon sticker placed upon them in advance of collection.

The director of public works shall maintain a list of acceptable items falling within the refuse or rubbish classification.

Refuse or rubbish drop-off site means a public site prepared and operated by the city for the purposes of refuse or rubbish drop-off. The director of public works shall maintain a list of items acceptable items acceptable for drop off.

Residential source means a property containing one, two, three or four or two three or four residential units, including those which are occupied seasonally.

~~Reusable container and container mean durable, rust resistant, nonabsorbent, watertight, rodent proof, and easily cleanable receptacle with close fitting cover and adequate handles or bales to facilitate handling and which does not exceed a volume capacity of 31 gallons. Whenever the terms "reusable container" and "container" are used in this chapter, such words will mean reusable container for storage of solid waste between collections only.~~

Service contractor means a person, firm, entity or company which performs services for a property owner or occupant.

Solid waste means garbage, recyclables, brush, yard waste, refuse, construction debris; hazardous, toxic, offensive or noxious wastes.

Solid waste facility means as specified in Wis. Stats. § 144.43(5). 289.01 (35) including such amendments as may be made enacted from time to time.

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. Treatment includes incineration.

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means all materials originating in the yard and garden which are capable of natural decomposition, including leaves, grass clippings, and other vegetation but does not include any yard waste generated by a service contractor. Yard waste does not include any brush. ~~exclusive of brush, stumps, root balls or logs greater than six inches in diameter.~~

Sec. 82-2. - Collection limits and frequency.

(a) Effective January 1 June 1, 2017, city shall not collect garbage or collectable recyclables for parcels which create in excess of two (2) large polycarts on a garbage only collection cycle or three (3) large polycarts on a garbage recycling collection cycle. The property owner or designated agent shall be responsible for the proper and sanitary storage, collection and transportation of garbage and collectable recyclables generated, all in accordance with federal, state and local regulations.

(a)(b) Residential source. Garbage from a residential source shall be collected by the city once each week. Collectable recyclables from a residential source shall be collected once every two weeks. The maximum combined weight of the garbage and collectable recyclables placed for collection shall be 150 pounds for each one through four family, or 200 pounds if a polycart is used. The maximum number of polycarts the City shall collect in a collection cycle shall be:

(1)

(1) Garbage collection only cycle:

a. Single family residence: two (2) garbage polycarts at a maximum of 200 pounds each.

a. b. Two, three or four unit Duplex residence: one (1) garbage polycart per unit at a maximum of 200 pounds each.

(1)(2) Garbage and recyclable collection cycle:

a. -Single family residence: three (3) polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

b. Two, three or four unit Duplex residence: two (2) polycarts per unit, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

(bc) Multifamily source. Garbage and collectable recyclables shall not be collected from any multifamily source. All owners or designated agents of multifamily dwellings shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated from multifamily sources in compliance with all federal, state and local laws and regulations.

(ed) Commercial , or institutional and manufacturing and institutional sources. Normal accumulations of garbage from commercial or manufacturing parcels shall be collected once each week. Normal accumulations of collectable recyclables shall be collected from a commercial or manufacturing source once each two weeks.

The maximum number of polycarts the city shall collect in a collection cycle shall be:

(1) Garbage collection only cycle: two (2) garbage polycarts at a maximum of 200 pounds each.

(2) Garbage and recyclable collection cycle: three (3) polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

~~combined weight of garbage and collectable recyclables placed for collection shall be five three polycarts, at least one of which shall be collectable recyclables, at a maximum of 200 pounds each per polycart.concern. Effective January 1, 2017, Pparcels exceeding three large polycarts shall not be collected and owners or designated agents shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated in compliance with all federal, state, and local laws and regulations.~~

~~(de)~~ Commercial sources in certain locations. ~~All n~~Normal accumulations of garbage and collectable recyclables from commercial and manufacturing ~~concerns~~parcels located in ~~Nicolet Square~~, Mission Square, Perrot Square, Marquette Square, the block bounded by Fourth, Fifth, Main and Reid, and the block bounded by Broadway, Front, George and James Streets, up to a maximum limit of five polycarts of solid waste at a maximum of 200 pounds each per ~~concern~~ parcel., or, ~~upon approval of the street superintendent, up to a maximum limit of 150 pounds of solid waste per concern,~~ shall be collected once each week.

~~(e)~~ Institutional sources. Normal accumulations of garbage from churches, schools, and fraternal organizations, shall be collected once per week by the city. Normal accumulations of collectable recyclables shall be collected once every two weeks. The maximum combined weight of garbage and collectable recyclables placed for collection shall be three large polycarts, at least one of which shall be collectable recyclables, at a maximum of 200 pounds each per polycart. ~~Parcels exceeding three large polycarts shall not be collected and owners or designated agents shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated in compliance with all federal, state, and local laws and regulations.~~

~~(fe)~~ Other sources. Normal accumulations of garbage from churches, schools, fraternal organizations, municipal buildings and municipal public spaces shall be collected once per week by the city. Collectable recyclables from the sources stated in this subsection shall be collected once every two weeks. ~~The combined weight limit of garbage and collectibles left for collection shall be five polycarts of 200 pounds each per concern.~~

~~(gf)~~ Construction debris. Construction debris shall not be picked up by the ~~City~~ street division. It shall be the responsibility of the owner and/or contractor to properly dispose of construction debris as provided by law.

Sec. 82-3. - Storage of solid waste between collections.

(a) ~~Residential source.~~ Storage of City issued polycarts.

- (1) The owner and/or the occupant of a residential source shall be responsible for the proper and sanitary storage of all collectable solid waste accumulated at the premises until collection.
- (2) The owner and/or the occupant of a residential source shall use ~~sufficient supply of bags, reusable containers, or sufficiently sized~~ polycarts to adequately hold garbage or collectable recyclables accumulating between collections without overloading.
- (3) All ~~bags, containers, and~~ polycarts shall be maintained in a good, clean and sanitary condition. Bags shall be securely tied and free of rips and placed in polycarts. ~~Containers and polycarts~~ Polycarts shall not be overloaded, bent, broken or otherwise maintained so as to prevent the cover from properly fitting thereon.
- (4) The owner and/or the occupant shall be responsible for the proper and sanitary storage of all other solid waste and collectable recyclable material and shall be responsible for its ~~disposal~~ according to law.
- (5) ~~No owner or occupant of any building shall place or store any solid waste or polycarts in front or along side alongside of any building or on any corner lot along the side of a building facing the abutting street except when done for lawful collection in compliance with this chapter.~~ Polycarts shall be stored during the time period between collection days in the following locations:

a. Residential sources. Effective January 1, 2018, Ppolycart(s) from residential sources shall be stored in a garage or other permitted enclosure or outbuilding on the parcel when available. When such garage or other permitted enclosure or outbuilding is not available, the polycart(s) shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences and other screening device that visually blocks the view of the polycart(s). All screening shall be properly maintained and in a good state of repair.

1. Polycart(s) may be stored in the backyard, garage, or any other convenient discreet location, provided they are screened as provided herein.

2. Polycart(s) must be stored with the lids completely closed.

3. Do not store polycart(s) near a furnace, grill or any other heat source.

b. Commercial, institutional and manufacturing sources. CityEffective January 1, 2018, —Ppolycarts from commercial, institutional and manufacturing sources which are not subject to refuse and recycle enclosure storage requirements under its site plan approval from the eCity Plan Commission shall be stored in an enclosure on the parcel when

available. When such enclosure is not available, the polycarts shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences, except chain link with slating, and other screening device that visually blocks the view of the polycart(s). All screening shall be properly maintained and in a good state of repair.

(6b) Enclosures for Private Collection Receptacles.

- (1) Effective January 1, 2018, all property upon which private collection receptacle(s) are stored which are not subject to refuse and recycle storage requirements under any site plan approval from the City Plan Commission, shall store such private collection receptacles in a garage or other permitted enclosure. When such garage or other permitted enclosure or outbuilding is not available, the private collection receptacle(s) shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences and other screening device that visually blocks the view of the private collection receptacle(s). All private collection receptacle(s) shall be stored with lids completely closed and away from all heat sources. All screening shall be properly maintained and in a good state of repair.
- (2) The building inspector or his/her designee shall have the authority to order that any exterior storage of garbage, recyclables, or refuse be enclosed in a structure if, in the building inspector's determination, the storage of such garbage, recyclables, or refuse is unsanitary or creates or tends to create a nuisance to public health or safety. Such enclosure shall meet the following requirements:
 - a. Use of such enclosure shall be limited to the storage of private collection receptacles; and
 - b. The enclosure shall be 100% impervious to sight; and
 - c. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.
 - d. The enclosure shall be at least (1) foot higher than the receptacle(s) but no higher than six (6) feet. No refuse or recycle may be stored higher than the enclosure.
 - e. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).

f. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.

~~a. Commercial, institutional and manufacturing sources which are not subject to refuse and recycle storage requirements under its site plan approval from the City Plan Commission shall provide an enclosure for such receptacle storage if:~~

~~Receptacles can be seen from residential property;~~

~~Receptacles can be seen from any adjacent road;~~

~~Receptacles can be seen from any parking area used by customers of the business or customers of abutting property owner business; or~~

~~The conditions of the area where receptacles are stored is unsightly, unsanitary or creates a public nuisance as determined by the city building inspection department or city health department.~~

Sec. 82-4. - Placement of garbage and collectible solid waste for city collection.

(a) Placement ~~Location~~ of containerspolycarts for collection.

(1) Commercial, Institutional, Manufacturing~~inger~~ and Residential sources.

a. Commercial, Institutional, Manufacturer and Residential garbage and recyclables ~~residential garbage and collectable recyclables from single-family, duplex, tri-plex and four-plex sources~~ will be prepared as set forth below. ~~and placed for collection within three feet of the curblin~~curb line; ~~and~~

b. All ~~residential~~ garbage and collectable recyclables shall be placed in the proper polycart. The polycart shall be placed ~~with the lid fully closed~~ within three feet of the curb with the directional arrow pointing toward the street where available. Collections may be made at the alley line where such parcels are served by an alley or adjacent to the sidewalk in designated downtown areas, subject to the consent and approval of the street superintendent.

c. All polycarts shall be placed no less than four feet away from each other or any other objects.

d. Polycarts shall not be placed in front of parked cars.

e. Location of polycarts in winter. During winter months, polycarts shall be placed in the driveway apron or on an adjacent area to the ~~curblin~~curb line which has been shoveled free of snow. In cases where the street superintendent determines that collection would be best facilitated by allowing property owners to place polycarts at other accessible points, this subsection may be waived by the city. Polycarts shall not be placed on top of snow bank.

f. All solid waste placed for collection shall be deemed abandoned and shall ~~becomes~~become property of the City property city upon being placed for collection.

(2) Multifamily ~~source, commercial and manufacturing.~~ There shall be no collection of garbage and collectable recyclables from multifamily sources. ~~Collection of garbage and collectable recyclables from commercial and manufacturing concerns shall be at the curblin~~curb line where available. ~~Collections may be made at the alley line where such concerns are served by an alley or adjacent to the sidewalk in mall areas, subject to the consent and approval of the street superintendent.~~

~~(3) Location of containers in winter. During winter months, garbage or collectable recyclables shall be placed in the driveway apron or on an adjacent area to the curblin~~curb line which has been shoveled free of snow. In cases where the street superintendent determines that collection would be best facilitated by allowing property owners to place garbage at some other accessible points, this subsection may be waived by the city.

(b) Preparation of garbage for collection generally. All garbage placed ~~curbside~~ for collection shall be prepared as provided under this section. ~~Reusable c~~Containers which are not polycarts issued by the city shall not be placed for collection except as provided on overflow collection days ~~and shall not be emptied by city crews.~~

(1) Residential garbage.

a. All residential garbage must be ~~enclosed in disposable bags before being placed inside~~ the proper polycart(s)s. ~~Before placing any garbage in a disposable bag it shall first be drained and/or wrapped in paper so that the garbage is relatively dry. It shall be the responsibility of each patron to keep the garbage relatively free from rainwater and snow until collection.~~

b. No garbage shall be placed outside the polycart for collection unless the collection day is an "overflow collection day" or unless the resident has affixed an overflow tag to one of two plastic bags placed outside the cart for collection.

(2) Condominiums.

a. Residential garbage and collectable recyclables from condominium units shall not take place upon the private condominium property unless the following are present:

1. The private property provides adequate ingress and egress to municipal equipment and vehicles with such maneuverability as to allow that equipment and vehicles to access and depart the property without the necessity of backing the vehicles off of the private property; and

2. The owner of such private property executes a Hold Harmless Agreements as approved by the Common Council on March 2, 2004 (Resolution 04-31).

b. If the condominium development cannot or does not comply with the above requirements, residential garbage and collectible recyclables will be collected from such development if prepared in accordance with this section and placed for collection within three feet of the curbline~~curb line~~.

(3) Commercial, institutional and manufacturing garbage.

Except as provided at subsection 82-2(d), commercial, institutional and manufacturing garbage must be ~~enclosed in a disposable bag(s) and~~ placed in the proper polycart. ~~Before placing commercial or manufacturing garbage in a disposable bag it shall first be drained and/or wrapped in paper so that the garbage is relatively dry.~~

(4) Condition of disposable bags ~~and polycarts~~ placed for “overflow collection day”~~collection~~. All ~~Each patron placing~~ garbage placed for collection under this section shall be placed in utilize a sufficient number of bags ~~and polycarts~~ to adequately hold the garbage. All bags shall be securely tied and free of rips and tears. No sharp edges or protrusions shall be present. No bags shall be placed outside polycart for collection unless the collection day is an “overflow collection day” or unless there is an overflow tag affixed to one of the two bags placed outside the cart for collection. ~~Overflow collection shall be for garbage and not for collectable recyclables.~~

(c) Collection of recyclables. Collectable recyclables shall be separated from garbage and other collectable solid waste and placed for collection in the proper polycart in conformity with this subsection.

(1) Residential collectable recyclables.

Occupants of single ~~to four unit family and two family to four family~~ residences shall, to the greatest extent practicable, separate collectable recyclables from garbage and other solid waste and shall keep the collectable recyclables clean and free of contaminants, such as produce residue, oil or grease, or other non-recyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in accordance with §82-3 of this ordinance in a manner which protects them from wind, rain and other inclement weather, and shall be placed curbside for collection as provided at §82-4 of this ordinance

(2) ~~Commercial,~~ institutional and manufacturing sources.

Recyclable materials may be placed for collection as provided in section §82-4 of this ordinance~~of this section in one or more polycarts approved of by the street superintendent as designated for collection of recyclables.~~

(3) Responsibilities of owners or designated agents of multifamily dwellings. Owners or designated agents of multifamily dwellings shall be responsible to:

- a. Provide adequate separate containers for recyclable materials;
- b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semiannually thereafter about the established recycling programs;
- c. Provide for the collection of materials separated from the solid waste by tenants and the delivery of the materials to a recycling material facility;
- d. Notify tenants of the reasons to reduce and recycle solid waste, which includes materials collected, how to prepare the materials in order to meet the processing requirement, collection methods or sites, locations and hours of operation, and a contact person or company, including the name, address and telephone number.

The requirements of subsection (c)(3)a, b, c and d of this section will not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the state department of natural resources which recovers collectable recyclables from solid waste in as pure a form as is technically feasible.

- (4) Responsibilities of owners or designated agents of **commercial, institutional, and manufacturing parcels** ~~nonresidential facilities and properties~~. Owners or designated agents of nonresidential facilities and properties shall:
 - a. Provide adequate, separate containers for recyclable material.
 - b. Notify in writing, at least semiannually, all users, tenants and occupants of the properties about the established recycling program.
 - c. Provide for the collection of materials separated from the solid waste by the users, tenants and occupants, and the delivery of the materials to a recycling facility.
 - d. Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or site, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

The requirements of subsection (c)(4)a, b, c and d of this section do not apply to owners or designated agents of **commercial, institutional, and manufacturing parcels** ~~nonresidential facilities and properties~~ if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the state department of natural resources that recovers for recycling the collectable recyclables from solid waste in as pure a form as is technically feasible.

- (5) Separation of recyclables not required. The requirement that collectable recyclables be segregated from garbage and other solid waste do not apply in the following circumstances:

- a. To the occupants of single-family and two-family to four-family unit residences, multiple-family dwellings and nonresidential facilities or properties that send their postconsumer waste to a processing facility licensed by the state department of natural resources that recovers recyclables from solid waste in as pure a form as is technically feasible.
 - b. Solid waste which is burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as a supplemental fuel.
 - c. Any collectable recyclable for which a variance has been granted by the state department of natural resources under Wis. Stats. § 159.11(2), or Wis. Admin. Code NR § 544.14.
- (6) Collection time. All garbage, collectable recyclables or other collectable solid waste shall be placed as required by this chapter by ~~7:00 a.m.~~ 6:30 a.m. on the designated collection day.
- (7) Preparation time. All garbage, collectable recyclable or other collectable solid waste, when placed in front of a property pursuant to this chapter, shall not be so placed prior to 6:00 p.m. the day before the collection day for the garbage, collectable solid waste or collectable recyclable. Any polycart, solid waste or other item which is not collected in accordance with applicable provisions of this chapter shall be removed from curbside not later than midnight the day of collection.

Sec. 82-5. - Preparation of brush, refuse and yard waste.

- (a) Brush, refuse and yard waste shall be collected as determined by the board of public works.
- (b) When collected, brush, refuse and yard waste shall be prepared as follows:
 - (1) Brush. Brush shall be placed in stacks aligned parallel to the curb and shall not obstruct either the street (and gutters) or sidewalk. In areas where there are no sidewalks, brush shall be placed within four feet of the curbline and placed in stacks aligned parallel to the curb line and in such a manner as to not interfere with the flow of water in the gutters.
 - ~~(2) Wooden boxes and lumber. Bulky material such as wooden boxes and lumber shall be broken up so it can be reasonably handled and loaded by one person into the collection truck.~~
 - (32) Refuse. Refuse shall be placed at the curbside in such a manner as to provide the greatest ease of loading and collection into a truck. All refuse shall be free of jagged or sharp edges, protruding nails, protruding screws and any other hazardous condition.
 - (43) Yard waste. Yard waste shall be placed neatly in piles within six feet of the curbline and in such a manner as not to interfere with the flow of water through the gutters nor to obstruct the sidewalk or street.

~~(5) Carpeting. Carpeting placed at the curb shall be in rolls no greater than four feet in length.~~

- (c) Refuse or rubbish drop off site. The city may establish such refuse or rubbish drop-off sites as deemed appropriate by the board of public works. Such drop-off site shall be subject to the following regulations:
- (1) Only refuse or rubbish as defined in this chapter and prepared in accordance with this section shall be deposited at any designated drop-off site.
 - (2) Such drop-off site shall be used only by residents of the city.
 - (3) Such drop-off site shall be used solely for purposes of dropping off and depositing refuse or rubbish at the site. No person shall take, carry away or in any manner remove any refuse or rubbish deposited or in the process of being deposited at the site.
 - (4) The director of public works shall establish such other regulations as reasonably pertain to the operation of the drop-off site.

Sec. 82-6. - Disposal of hazardous and other non-collectible items.

The following materials shall not be collected by the city and the owner and/or occupant of any premises shall be responsible for the proper disposal of such materials as follows:

- (a) Televisions, electronics and computer equipment which may be disposed of at the Brown County Hazardous Waste facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (b) Fluorescent light bulbs and light ballasts, which may be disposed of at the Brown County Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (c) Construction debris and concrete (shingles, siding, drywall, etc.), which may be disposed of at the Brown County Transfer Station located at 3734 W. Mason Street, Oneida. Or, Veolia Environmental Services, 1799 County PP, De Pere.
- (d) Propane tanks, which may be disposed of at the Brown County Household Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (e) Waste tires. By county ordinance, tire retailers must accept used tires for each new tire sold. Any additional tires may be taken to the Brown County Transfer Station located at 3734 W. Mason Street, Oneida.
- (f) Batteries. Automotive batteries can be disposed of at the Brown County Household Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.

Sec. 82-7. - Authority to direct the disposal of solid waste.

- (a) Disposal at the direction of the street superintendent. All solid waste, whether collected by the city pursuant to this chapter or collected privately, shall be disposed

of as directed by the street superintendent or as otherwise provided by law. Solid waste shall not be buried on any premises within the city, and no person shall burn solid waste outdoors at any time within the city limits.

- (b) Solid waste on public streets. It shall be unlawful for any patron or person to deposit, throw, place or leave any solid waste upon any street, court, lane, alley, business, public enclosure, vacant lot, house, yard, body of water or any other place except those places provided in this chapter for collection purposes. No person shall remove any solid waste from ~~a~~ private premises without the consent of the occupant, owner or lessee of the premises, and no person shall remove any solid waste which has been set out for collection unless authorized to do so.
- (c) Disruption of collectable solid waste placed for collection unlawful. Except upon the direction of the street superintendent, no person shall upset or break open any bag or upset or remove the cover of any container or polycart placed in the manner provided for by this chapter for solid waste collection or otherwise remove the contents of any such receptacle in any street, alley or other public place.
- (d) Prohibitions on disposable recyclable materials separated for recycling. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any collectable recyclables which have been separated for recycling.

Sec. 82-8. - Disposal of certain solid wastes.

- (a) Disposal of animal offal and other offensive wastes. Animal offal and other offensive waste, including dead animals, fish, fowl, ~~and the droppings from pets~~, manure and nightsoil may not be placed for collection by the municipal collection service. It is the responsibility of the owner of such animals to dispose the waste in a sanitary manner. ~~The excrement/fecal waste of domesticated animals allowed upon Single Family Residence District and Single and Two Family Residence District zoned parcels shall be allowed for municipal collection provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.~~
- ~~(b) Dead animal. The owner/custodian of dead dogs, cats and other animals shall notify the street superintendent for information concerning handling and disposal.~~
- ~~(eb)~~ Cinders and ashes. Cinders and ashes or any smoldering embers shall not be placed for collection.
- ~~(dc)~~ Disposal of infectious material. The removal of apparel, bedding or other refuse from homes or places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the city health officer. Such waste shall not be placed curbside for collection with normal garbage or collectable recyclables.
- ~~(ed)~~ Hazardous and/or toxic waste. Placing or depositing any hazardous or toxic waste including, without limitation, explosive materials such as dynamite, dynamite caps, shotgun shells, rifle cartridges, gunpowder, gasoline or other similar material in disposable bag, polycart, recyclable box or bundle for collection is prohibited.

- (fe) Questions concerning disposal. When any patron is in doubt as to proper preparation, handling and disposal of any type of solid waste, he or she shall communicate with the street superintendent for information concerning handling and disposal.

Sec. 82-9. - Special regulations.

- (a) Accumulation of waste. If the owner, occupant or lessee of any premises shall neglect or refuse to clean up and remove from the premises any solid waste when ordered to do so by the city health officer, the owner, occupant or lessee shall be liable for the penalty provided for violation of this chapter. Should the accumulation occur on any street, alley or public thoroughfare, the waste may be collected by the street superintendent and the entire cost assessed against the abutting property.
- (b) Enforcement of maximum weight limits. All new commercial, manufacturing and multiple-family units may receive municipal solid waste collection under the provisions of this chapter if their waste volumes are below the maximum allowable for collection as provided in this chapter. If it is determined at any time that the patron exceeds the maximum weight limits for four consecutive weeks, the street superintendent may issue a notice providing that municipal collection services will be terminated at the end of 60 days from date of the notice.
- (c) Failure to comply. The street superintendent may refuse to furnish collection service to any person not complying or refusing to comply with this chapter or the rules and regulations made by the board of public works or other orders of the street superintendent or health department for the collection or disposal of solid wastes.
- (d) Prosecution. When services for collection of solid waste have been withdrawn by the street superintendent from any person for failure to comply with such rules and regulations resulting in the accumulation of garbage or other solid wastes on his premises, which is offensive or a public nuisance, that person may be prosecuted under any ordinance of the city regulating the same.

Sec. 82-10. - Enforcement provisions.

- (a) Enforcement by department of public works. For the purpose of ascertaining compliance with the provisions of this chapter in regard to recyclables, any authorized officer, employee or representative of the department of public works may inspect recyclable materials separated for recycling, garbage intended for disposal, recycling collection sites and facilities, collection vehicles, ~~collection areas of multiple-family dwellings, and nonresidential facilities and properties,~~ and any records relating to recycling activities which shall be kept confidential when necessary to protect propriety information. No person may refuse access to any authorized officer, employee or authorized representative of the department of public works who requests access for purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with any such inspection.
- (b) Penalty. Any person who violates the provisions of this chapter or who refuses to obey any order issued under this chapter shall be subject to a forfeiture collected by

municipal citation. The issuance of the citation shall not preclude proceeding under any other ordinance or law relating to the same matter. Proceeding under any other ordinance or law relating to the same matter shall not preclude the issuance of a citation under this subsection. Penalties for violating this chapter shall be as determined by resolution of the common council. Each 24-hour period of violation, disobedience, omission, neglect or refusal to obey this chapter or any order in accordance therewith shall be deemed a separate offense.

(Code 1974, § 23.11; Ord. No. 10-08, §§ 4, 5, 5-4-2010)

Sec. 82-11. - Compost site regulations.

- (a) No bags or reusable containers may be disposed of at the compost site.
- (b) Persons transporting yard waste shall cover or otherwise contain the waste in such a manner as to prevent scattering or dumping of yard waste in transport.
- (c) The hours of operation of the compost site shall be published by the department of public works.
- (d) Yard waste from commercial operations is prohibited.

(Ord. No. 14-11, § 1, 9-16-2014)

Sec. 82-12 Nicolet Square Recyclable and Garbage Common Collection Service District Created.

(a) *Purpose*

The Common Council finds that continued city collection of commercial source recyclables and garbage has led to the proliferation of recycling and garbage carts in the city's downtown commercial areas, resulting in access restrictions to businesses and public parking areas and sanitary and aesthetic concerns. Further, commercial building footprints in the historic downtown commercial areas typically encumber the entire parcel, leaving little or no room for public or private refuse container storage or screening, allowing few options to avoid the detrimental impact caused by the presence of individual recycle and garbage carts on collection days or when stored between collection days.

Wis. Stats §66.0405 authorizes the city to create district(s) for the collection of refuse defined by type of property. Although both the east and west side commercial business areas exhibit the detrimental impact on aesthetics and access caused by multiple containers on public parking property each collection day, the number of commercial businesses properties contributing to the problem on the east side is far less than on the west side. Further, the configuration of business properties on the west side is compact due to the presence of the Nicolet Square Parking Mall, providing the city an opportunity to implement a novel approach to prevent the deleterious effects the proliferation of recyclable and

garbage containers has on the historic downtown commercial properties. The Common Council is mindful that it has not before set apart public property for the purpose of recyclable and garbage collection by a private waste hauler, and wishes to determine the effectiveness of the action prior to expanding the program.

Therefore, deeming it prudent to establish one such common collection district at this time to determine the efficiency and effectiveness of the collection method, the Common Council hereby creates the Nicolet Square Recyclable and Garbage collection District ("the Nicolet Square District"). In circumstances where the provisions of this section are in conflict with other sections of this chapter, the provisions of this section shall control.

(b) *Definitions*

When used in this section, the following definitions shall apply:

- (1) *Common area* means the location(s) identified by the city where it will place dumpster(s) for collecting commercial source recyclables and garbage from the Nicolet Square District.
- (2) *Dumpster* means a container designed and used for dumping, receiving and transporting recyclable materials and garbage. In this section, dumpster does not include polycart(s).
- (3) *Nicolet Square District* shall mean those real properties abutting Main Ave to the North, Third Street to the East, Reid Street to the South and Fourth Street to the West, in particular the following Parcels: WD-906, WD-907, WD-908, WD-909, WD-910, WD-911, WD-912, WD-913, WD-915, WD-917, WD-918, WD-919, WD-920, WD-921, WD-922, WD-923, WD-925, WD-930 and WD-931, except for those parcels which may have opted out as permitted under §82-12(d)2.

~~(c) — *High waste generator* factorrate in this section shall means the factorrate assigned to the commercial use of the parcel as determined by Waste Management Practices-Municipal, Hazardous, and Industrial – Second Edition. those parcels that include either a drinking or eating establishment. According to industry standards, as established by _____ these parcels tend to generate 6.77 more volume of solid waste per source.~~

~~(d)~~(c) *City to Provide Common Collection Service*

1. Commencing January 1, 2017, City shall provide common area(s) for placing dumpster(s) for receiving and disposing of normal accumulations of commercial source recyclables and garbage generated by the owners and/or tenants of the parcels comprising the Nicolet Square District. Further, city shall provide or contract to provide collectable recyclable and garbage dumpster collection and transportation services therefore. City

shall allow owners of establishments in the Nicolet Square District to place necessary grease collection containers in the common area(s), who shall be responsible for maintaining that area in a clean and orderly manner and for the proper and sanitary collection of the same by a service contractor.

2. Dumpsters in the common area shall be serviced by Ccity or its contractor at such times and frequencies as necessary to maintain the area in a good, clean and sanitary condition. The collection limits and frequency found in §82-2 of this chapter do not apply to the common collection service to the Nicolet Square District.
3. Only commercial source collectable recyclables and garbage, as defined in §82-1 DPMC shall be placed in the dumpsters, except that restaurant grease is permitted when placed in the appropriate grease container provided as specified above.
4. The dumpsters in the common area(s) shall be used only by the owners and tenants of the Nicolet Square District as defined in this section.
5. ~~Upon completion of construction of the common areas, t~~The city shall collect all previously city issued polycarts from each property in the Nicolet Square District. No polycart shall be distributed to any parcel in the Nicolet District after December 31, 2016the completion of construction of the common area unless this ordinance is repealed by the Common Council. All parcels shall then receive the Ccity Collection Services described above commencing January 1, 2017 unless a property owner qualifies for and provides notice to Ccity of their intent to opt out of such service under paragraph (d)2. Applies. After December 31, 2016, the completion of construction of the common areas, regulations found in §82-4(a) (2), (c) (2), and (c) (4) of this chapter regarding polycarts do not apply to this section.

~~(e)~~(d) Participation in City Provided Collection Service

- (1) Except as provided herein, all parcels in the Nicolet Square District shall be provided Ccity Collection Services, ~~as provided in this section.~~ A property owner ~~meeting that meets~~ all of the requirements of paragraph (-2) below may provide written notice of their intent to opt out of the Ccity provided collection service and to be responsible for

their own safe and sanitary collectible recyclable and garbage collection service. Notice ~~Notice~~ shall be as provided in paragraph (2) below. ~~to the Director of Public Works on or before October 1 of each year the city provide collection service is provided, except that in the first year of this service being provided, the written notice shall be given to the Director of Public Works within 30 days of the adoption of this ordinance.~~

(2) A property owner may opt out of the common collection service provided by the city if all of the following apply:

A. The parcel for which the owner opts out is of sufficient size and shape such that all private collection receptacles and the enclosure therefore are located entirely upon such parcel and enclosed in accordance with all of the following requirements:

1. In order for a property owner in the Nicole Square District to opt out of city collection services, the parcel for which the owner opts out shall be of sufficient size such that all collectable recyclable and garbage receptacles and enclosure thereof for the parcel shall be located entirely upon the property and enclosed in accordance with the following requirements:

i. Use of Refuse and recycle enclosure such enclosure shall be limited to the storage of private collection receptacles; and refuse and recycle receptacles.

ii. The ~~E~~nclosure shall be 100% impervious to sight; and

iii. The enclosure shall be equipped with a ~~and gate~~, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which a matching metal building material matches the primary structure; vinyl, brick, masonry, or composite wood. Chain link fence with slats is not permitted.

iv. ~~iv.~~ The enclosure shall be at least (1) foot higher than the —receptacle(s) but no higher than six (6)— feet. No refuse or recycle may be stored higher than the —enclosure.

vi. The refuse recycle storage area shall ~~have~~ be a compliant hard surface (gravel is not allowed).

~~vii. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.~~

B. The parcel owner shall provide written notice of opt out to the Director of Public Works on or before October 1 of the year preceding the effective date of the opt out. Once the opt out is effective, the opt out shall continue unless the owner of the parcel provides the Director of Public Works with a request to terminate the opt out on or before October 1 of any year. If the termination request is approved by the Director of Public Works (whose approval shall not be unreasonably withheld), the termination shall be effective January 1 of the subsequent year.

~~(f)~~(e) Assessment for city collection services.

All property owners in the Nicolet Square District except those opted out shall be charged for all costs associated with providing and maintaining the common areas for recyclables and garbage and for all costs associated with providing collection, transportation and disposal services for recyclables. The Director of Public Works shall annually determine the costs of providing the common collection service utilizing the waste generator factors as determined by Waste Management Practices – Municipal, Hazardous and Industrial – Second Edition following formula:

~~Judy is still working on this.....:)~~ To be determined

The charge for services rendered to the parcels as described above shall be placed as a special charge against the tax roll for such parcel each year as provided by Wis. Stats. §66.0627.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Resolution #16-72, Disallowance of Claim, Washworld, Inc.

ATTACHMENTS:

- Reso16-72 (DOCX)
- Disallowance of Claim - Washworld (PDF)

RESOLUTION #16-72

DISALLOWANCE OF CLAIM
(Washworld, Inc.)

WHEREAS, a Notice of Claim and Claim was filed by Washworld, Inc. (“Claimant”), 2222 American Boulevard, De Pere, Wisconsin 54115, in the City Clerk-Treasurer’s office alleging property damage on May 20, 2016 in the amount of \$96.00; and

WHEREAS, such Notice and Claim further alleges that Claimant’s private irrigation system located within City right-of-way adjacent to 2222 American Boulevard was damaged by City crews during curb/roadway repair; and

WHEREAS, §106-6(b) De Pere Municipal Code requires persons who wish to install encroachments/obstructions within City right-of-way to obtain a revocable occupancy permit for such encroachment/obstruction, which permit requires the property owner to save and hold harmless the City from any damage to or caused by such encroachment/obstruction; and

WHEREAS, Claimant has not been issued a revocable occupancy permit as required under De Pere Municipal Code; and

WHEREAS, this matter has been reviewed by the City’s liability insurance carrier, Emcasco Insurance Company (EMC), which investigated the same and determined there is no evidence the City was negligent or legally responsible for the damages.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

Attachment: Reso16-72 (4893 : Resolution #16-72, Disallowance of Claim, Washworld, Inc.)

Resolution #16-72

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the Claimant, Washworld, Inc., as a Notice of Disallowance.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of July, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso16-72 (4893 : Resolution #16-72, Disallowance of Claim, Washworld, Inc.)



June 24, 2016

Washworld Inc
Attn: Tina Warnke
2222 American Blvd
DePere, WI 54115

RE:	Policyholder:	City of DePere
	Claimant:	Washworld Inc
	Date of Loss:	05/20/16
	Claim Number:	1235686 SJ

Dear Ms. Warnke:

We have received and reviewed the claim that you presented against our policyholder for the damage on your vehicle.

The policy under which this claim was submitted is one of liability insurance. It is our obligation to pay only for claims for which our policyholder is legally responsible. We do not feel that there was any negligence on the part of our policyholder. Therefore, we are unable to assist you with payment of this claim.

Sincerely,

Sarah Johnson Claims Adjuster
(262)717-3915

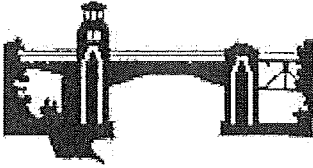
16455 W. Bluemound Rd. | Brookfield, WI 53005-5976 | P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | www.emcins.com

Employers Mutual Casualty Company
EMCASCOS Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)



City of De Pere

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

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

June 23, 2016

Ms. Tina Warnke
Washworld
2222 American Boulevard
De Pere, WI 54115

**Re: Irrigation in Street Right-of-Way
2222 American Boulevard**

Dear Ms. Warnke:

The City has been notified the sprinkler system for your property was damaged. The sprinkler system damaged was within the City's street right-of-way. The City's Municipal Code Section 106-6(b) requires a revocable occupancy permit for the sprinkler system to be within the street right-of-way. Municipal Code Section 106-6(b) states the following:

(b) Encroachments/obstructions upon right-of-way and other city property (non-park).

(1) General requirements. Permission for encroachment or obstruction of city right-of-way or other non-park city owned property, other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.

A. Request for a revocable occupancy permit shall be in writing and made to the director of planning and economic development, or in the director's absence the city administrator/assistant city administrator (director).

B. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.

C. Each requestor shall provide proof of liability insurance in such limits as approved by the city attorney, which policy of insurance shall name the City of De Pere as an additional insured thereunder for purposes of the activity allowed in the permit.

D. Revocable occupancy permits for encroachments/obstructions on right-of-way shall comply with Wis. Stats. § 66.0425.

E. Each request shall be reviewed by the planning director for compliance with state, federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the planning director determines the request meets those requirements and all other requirements of this section, the city attorney shall draft the revocable occupancy

permit, including such conditions as may be recommended by the planning director or such conditions as may be required under this Code or state or federal laws. Following execution of the permit by the applicant, it shall be executed by the planning director on behalf of the city.

F. Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.

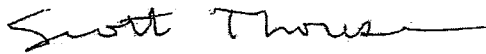
If you would like the sprinkler system to remain within the street right-of-way, please send a written request to apply for a revocable occupancy permit to:

Kimberly Flom
Economic Development & Planning Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

DEPARTMENT OF PUBLIC WORKS



Scott J. Thoresen, P.E.
Director of Public Works

CC: Kimberly Flom, Economic Development & Planning Director
Eric Rakers, City Engineer

Milwaukee Claim Department



June 3, 2016

D0095
CITY OF DEPERE
335 S BROADWAY
DE PERE WI 54115-2526

Dear City Of Depere:

EMC has received notice of your claim. The initial information received is referenced in the Claims Contact Summary below. You may wish to retain the Claims Contact Summary information for your records. It will assist you when contacting EMC regarding the status of your claim.

If we have not spoken about your claim upon receipt of this letter, please use the information below to contact me.

Sincerely,

Sarah Johnson
Claims Representative I

YOUR CLAIM INFORMATION

Claim Number:	Z01235686
Claimant:	Washworld Inc
Policy Number:	5B3-15-78 General Liability (Occurrence)
Loss Date:	05/20/2016
Adjuster:	Sarah Johnson
Phone:	262-717-3915
Email:	<u>Sarah.J.Johnson@EMCIns.com</u>

P.O. Box 327 | Brookfield, WI 53008-0327 | 262.717.3900 | 855.495.1800 | F 888.992.6125 | milwaukee.claims@emcins.com | www.emcins.com

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

LIABILITY CLAIM INFORMATION FORM

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

1. Date and Time of Incident: May 20, 2016, mid-morning_____
2. Location of Incident: 2222 American Blvd., DePere, WI 54115

3. Name of Injured Person/Owner of Damaged Property: Washworld, Inc._____

(Age if Minor: _____)
4. Address: 2222 American Blvd., DePere, WI 54115

5. Telephone Number: (H)_____(C)_____(W)920-338-9278, x 113

6. Please give a detailed description of the incident (use back of form if necessary):
Curb/roadway repair by city resulted in irrigation line damage

7. Total Amount of Claimed Damages: \$ \$96.00 (Attach itemized statements/bills)
8. Witness name, address and telephone number: Tina Warnke, 2222 American Blvd.
DePere, WI 54115

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

June 1, 2016 Date

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

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

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #16-73, Authorizing Second Revision to State/Municipal Agreement for State Highway 32 Reconstruction Project

The Board of Public Works at the July 11, 2016 meeting approved the revised State/Municipal Agreement (SMA) for the improvements to Eighth Street (STH32) reconstruction from Main Avenue to Ash Street and to forward it to the Council for approval.

Attached is Revision #2 to the State/Municipal Agreement (SMA) for the improvements to Eighth Street (STH 32) reconstruction from Main Avenue to Ash Street. The original SMA was approved by the Board of Public Works in November of 2012 and the first revision approved in May of 2015.

Eighth Street is an urban 2-lane non-divided street with parking on each side, concrete curb and gutter, and sidewalk. The street has a concrete surface that was constructed in 1953. The existing pavement is deteriorated and reconstruction is required. Additionally, the City's sanitary sewer and water main are aged and replacement is required. City work is being completed this year.

The purpose for the revision is to update costs and anticipated expenses to the City. The project cost revisions are as follows:

Description	Revision #1	Revision #2
Total Project Cost	\$2,370,650	\$2,106,180
Federal/State Funds	\$2,175,933	\$1,952,904
Municipal (De Pere) Funds	\$194,717	\$153,276

The Revision #2 along with original SMA and Revision #1 for the work proposed in the City is attached.

ATTACHMENTS:

- Reso16-73 (DOCX)
- 40854200_71 C DEPERE 8TH ST MAIN TO ASH REV 2 DRAFT 06152016 (PDF)
- 40854200_71_SMA-Orig (PDF)
- 40854200_71_SMA_Revision1 (PDF)

RESOLUTION #16-73

AUTHORIZING SECOND REVISION TO STATE/MUNICIPAL AGREEMENT FOR
STATE HIGHWAY 32 RECONSTRUCTION PROJECT

WHEREAS, the State of Wisconsin Department of Transportation (DOT) and the City are parties to an Agreement (authorized by Resolution #12-131) for the reconstruction of State Highway 32 (Eighth Street) from Main Avenue to Ash Street, which was amended pursuant to Resolution 15-55 (Revision #1); and

WHEREAS, a second revision to such agreement is necessary to update anticipated costs and expenses to the City for the completion of the project; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached Second Revised State/Municipal Agreement (Revision #2).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the State/Municipal Agreement (Revision #2) as is attached hereto and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of July, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

 [#2] REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT <i>[This agreement supercedes the agreement signed by the Municipality on May 22, 2015 and signed by DOT on May 26, 2015.]</i>	Date: June 15, 2016 I.D.: 4085-42-00 / 71 Road Name: 8th Street City of De Pere Limits: Main Ave - Ash Street County: Brown Roadway Length: 0.39 miles
--	--

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is an urban 2-lane non-divided section with 2 sided parking, curb & gutter and sidewalk. Turn lanes are provided at various locations. The PCC pavement is from 1953 and has not been overlaid. The ride is poor and the underground utilities are at their service lives.

Proposed Improvement - Nature of work: Reconstruct the existing roadway including replacement of water, sanitary, and storm sewer systems.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Miscellaneous CSS items that would exceed the allotted 1.5% CSS funds, private storm sewer laterals, open graded base course and underdrain, concrete joint sealing, installing city supplied street signs, and any sanitary manhole or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 300,000	\$ 225,000	75%	\$ 75,000	25%
Real Estate Acquisition: Acquisition	\$ 30,000	\$ 30,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -		\$ -	
Construction (0010) Priority 1 City items	\$ 3,558	\$ -	0%	\$ 3,558	CAP
Priority 2 Participating	\$ 1,625,167	\$ 1,625,167	100%	\$ -	0%
CSS Items (0020) Priority 1 (1.5% CSS Funds) Landscaping Trees	\$ 26,600	\$ 26,600	CAP	\$ -	0%
Priority 2 (Balance CSS Items) Landscaping Trees	\$ -	\$ -	0%	\$ -	100%
Lighting (0030) Priority 1 City lump sum**	\$ 5,400	\$ -	0%	\$ 5,400	CAP
Priority 2 Continuous Lighting System	\$ 92,274	\$46,137	50%	\$ 46,137	50%
Non-Participating (0040) Adjusting Manhole Covers Adjusting Water Valve Boxes Install City Supplied Street Signs Concrete Joint Sealing	\$ 23,181	\$ -	0%	\$ 23,181	100%
Total Cost Distribution	\$ 2,106,180	\$ 1,952,904		\$ 153,276	

**City lump sum cost for wire upsizing, extra pull boxes, and conduit for future sideroad lighting (See Attach B)

This request is subject to the terms and conditions that follow (pages [#2] – [#5]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of De Pere (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk meeting Trans 75 requirements at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property assessment value due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (c) Prohibit angle parking.
 - (d) Regulate and prohibit, by ordinance, except designated areas on the east side of 8th Street between Elm Street and Spruce Street, parking at all times on 8th Street between Main Ave and Ashland Ave.
 - (e) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (f) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system

construction.

- (g) Maintain all community sensitive solutions and/or enhancement funded items.

- The city will assume responsibility for care cycles and surveillances for trees planted under the contract after roadway is open to traffic. Any trees that need replacement after WisDOT construction is complete will be responsibility of the city. WisDOT has provided a credit to the city to cover the associated costs.

- (h) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

(a) Design:

- a. Costs are split at a 75/25 WisDOT / Local ratio as per WisDOT's cost policy for Connecting Highways.

(b) Real Estate:

- a. Real Estate costs will be determined in Preliminary Design. WisDOT will fund Real Estate needed to meet FDM standards.

(c) Construction:

- a. Construction costs shown are based on similar project bid item process. Items requiring a cost share are listed on the first page and will be adjusted in future Project Agreement revisions if necessary.
- i. See Attachment A, B, & C for breakdown of city lump sum amount in Category 10.
 - ii. See Attachment D for breakdown of Category 20 (CSS items).
 - iii. See Attachment E for breakdown of Category 40 (non-participating/city cost items).

[END]

Attachment A: Category 0010 Items

PROJECT ID 4085-42-00/71
 8th Street, City of De Pere; Main Avenue - Ashland Avenue
 STH 32
 BROWN COUNTY

City Cost Items (See Attachment B for breakdown)

ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST	REMARKS
9" Concrete Pavement	1	LUMP SUM	\$8,940.00	\$8,940.00	City requests 9" pavement instead of 8-1/2" as determined in pvmt design
Open Graded Base Course/Underdrain	1	LUMP SUM	\$36,777.00	\$36,777.00	City requests open graded base course & underdrain
Parking Lane	1	LUMP SUM	\$19,000.00	\$19,000.00	Cost for parking lane in area of Elm & Spruce St
Sidewalk Base Course (extra 1")	124	TON	\$18.00	\$2,232.00	City requests 4" base under sidewalk; WisDOT policy covers first 3"
Ash Street Obliteration	1	LUMP SUM	\$1,500.00	\$1,500.00	Obliteration of old Ash St on east side of 8th Street
Pavement Restoration (Ashland Ave watermain relay)	1	LUMP SUM	\$960.00	\$960.00	De Pere to open cut watermain across Ashland Ave under WisDOT closure
TOTAL COST				\$69,409.00	

WisDOT Credit Items (See Attachment C for breakdown)

ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST	REMARKS
Removing Pavement	2,318	SY	\$4.00	\$9,272.00	City removed some pavement during utility project in 2016
Removing Sidewalk	98	SY	\$3.50	\$343.00	City removed some sidewalk during utility project in 2016
Storm Sewer Upsizing (Oak St)	1	LUMP SUM	\$1,752.00	\$1,752.00	
Storm Sewer Upsizing (Oak St - 2016)	1	LUMP SUM	\$6,240.00	\$6,240.00	
Storm Sewer Inlets (Oak St)	1	LUMP SUM	\$8,360.00	\$8,360.00	
Storm Sewer in Oak St intersection	1	LUMP SUM	\$11,287.00	\$11,287.00	
Storm Sewer Upsizing (Elm St)	1	LUMP SUM	\$6,234.00	\$6,234.00	
Storm Sewer Upsizing/Replace (Elm St)	1	LUMP SUM	\$5,891.00	\$5,891.00	
Storm Sewer in Elm & 8th St intersection	1	LUMP SUM	\$7,972.00	\$7,972.00	
ATC Utility Pothole	5	EACH	\$500.00	\$2,500.00	
ATC Line (Thermal Backfill)	5	EACH	\$200.00	\$1,000.00	
Landscaping Planting Surveillance and Care Cycles	10	EACH	\$500.00	\$5,000.00	Credit for city assuming care cycles and surveillance of trees planted w/ project
TOTAL COST				\$65,851.00	

City Cost Items \$69,409.00
 WisDOT Credit Items \$65,851.00

City Lump Sum Amount \$3,558.00

ATTACHMENT B

City Cost Items

1. Cost for the parking lane (mainly pavement, base, breaker)

\$18,932.50 (\$19,000)

Base Aggregate Open Graded: 88 TON @ \$17.00 = \$1,496.00

Base Aggregate Dense 1 ¼-Inch: 132 TON @ \$11.00 = \$1,452.00

Breaker Run: 230 TON @ \$10.00 = \$2,300.00

Concrete Pavement 9-Inch: 331 SY @ \$38.00 = \$12,578

Pavement Marking Epoxy 4-Inch: 360 LF @ \$1.00 = \$360.00

Pavement Marking Crosswalk Epoxy 6-Inch: 34 LF @ \$7.00 = \$238.00

Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch: 9 LF @ \$51.00 = \$459

Conduit Rigid Nonmetallic Schedule 80 2-Inch: 9 LF @ \$5.50 = \$49.50

2. Cost for 1" of base agg under the sidewalk

\$2,232.00 (\$2,232)

Base Aggregate Dense ¾-Inch: 124 TON @ \$18.00 = \$2,232.00

3. Ash Street Removal Area: Cost for asphalt removal and restoration items

\$1,422.67 (\$1,500)

Removing Asphaltic Surface: 147 SY @ \$3.00 = \$441.00

Topsoil: 182 SY @ \$3.50 = \$637.00

Mulching: 182 SY @ \$0.35 = \$63.70

Fertilizer Type B: 0.11 CWT @ \$77.00 = \$8.47

Seeding Mixture No. 40: 3 LB @ \$7.50 = \$22.50

Water for Seeded Areas: 10 MGAL @ \$25.00 = \$250.00

4. Ashland Ave Watermain Relay Restoration

\$960

HMA Pavement (matching existing asphalt thickness): 7 TON @ \$60.00 = \$420.00

30" Type D Curb & Gutter: 18 LF @ \$30.00 = \$540

Fulcer, Andrew - DOT

From: Eric Rakers <erakers@mail.de-pere.org>
Sent: Friday, March 18, 2016 2:03 PM
To: 'Jaime Kurten'
Cc: Fulcer, Andrew - DOT
Subject: RE: 8th Street - City Items

Categories: Lighting, Municipalities/Local Officials

Hi Jaime,

Just closing out on the answers below. The City is in agreement with the extra wire and pull boxes for \$5400. We are also OK with the shorter, more numerous poles due to ATC. It would be helpful if we could get an estimate of the additional cost for working with ATC.

Thanks,

Eric

Eric Rakers, P.E.
 City Engineer
 925 S. Sixth Street
 De Pere, WI, 54115

Ph (920) 339-8304
 Fax (920) 339-4071
 Cell (920) 639-1000

erakers@mail.de-pere.org

From: Jaime Kurten [mailto:JKurten@msa-ps.com]
Sent: Wednesday, March 09, 2016 9:04 AM
To: Eric Rakers
Cc: Fulcer, Andrew - DOT
Subject: 8th Street - City Items

Hi Eric-

I've got some additional follow up as we are looking to finalize some details in the plans:

1. Reviewing the overview plans, I have some concern with the proximity of the two existing trees at the beginning of the project (between 99+00 – 99+50). The curb is being moved out slightly in that section and with the base/breaker extending 2' behind the curb and gutter we are getting close to those trees with excavation. In addition, the lighting conduit is also going through that area between the trees and the curb. I think the construction is going to be hard on these trees. I'm not sure what the future plans are with this site being sold recently but it might be best to look to remove this tree and plant new trees more centered in the new terrace. Let me know your thoughts.
2. I'm looking to get some final concurrence on the side street lighting. MSA would recommend adding pull boxes now vs in the future if we are going to include the wire capacity for future lighting. Cost Estimate for added wire and pull boxes is \$5,400.

3. Decision on limits of concrete at the corner of Ash and 8th Street. WisDOT indicated we will pave adjacent to the curb ramp, but the extents to the south will be up to the City. Also pending is the determination of pavement/grass in between curb ramps. In small areas we will proceed with paving those areas and in larger areas where grass is maintainable we will provide grass, similar to the recommendation exhibit that was sent to you. If you have any changes, I'm happy to do that, just let me know.
4. Once we have a final direction on the lighting, I will get a final cost to ATC. ATC seems willing to entertain the idea, but WisDOT indicated that the City will have to coordinate reimbursement with ATC. I will include you on my cost estimate to ATC correspondence when that is completed.

Jaime



Jaime Kurten Chmielewski, PE | Senior Project Engineer

MSA Professional Services, Inc.

+1 (608) 242-6619



Life Cycle Cost Analysis Results

	<u>HMA</u> Alternative #1	<u>HMA</u> Alternative #2	<u>PCC</u> Alternative #1	<u>PCC</u> Alternative #2	<u>PCC</u> Alternative #3
S. 8 th Street	7" HMA	6.25" HMA	8.5" PCC	9" PCC	9" PCC
Initial Cost:	\$423,215	\$424,374	\$397,474	\$406,414	\$461,502
Present Worth Cost:	\$504,985	\$506,144	\$450,969	\$459,909	\$496,686
Percent Difference:	11.98%	12.23%	0.00%	1.98%	10.14%

Note: Pavement alternatives in bold are within 5% of the calculated Present Worth Cost and are considered acceptable per FDM 14-15-1.6.1. See Appendix D for WisPave LCCA report.

City cost for 9" concrete pavement and open graded base course w/ underdrain was determined using the values from the present worth cost calculation in the pavement design report.

PCC Alt #1 is considered preferred pavement alternative (base estimate)
PCC Alt #3 includes 9" concrete & OGBC/Underdrain

$$\$496,686 - \$450,969 = \$45,717$$

\$45,717 broken down as follows:

* \$8,940 for extra 1/2" of pavement (see page B.5)

* \$36,777 difference in cost; attributed to OGBC/underdrain



LIFE CYCLE COST ANALYSIS RESULTS

Current Year: 2015 Project Length: 0.42 Miles
 Construction Year: 2017 Analysis Basis: LCCA Length
 Analysis Period: 50 yrs Discount Rate(%): 5

Present Worth Costs

	Concrete Alt#1 S. 8th Street w/Breaker Run	Concrete Alt#2 S. 8th Street w/Breaker Run	HMA Alt#1 S. 8th Street w/Breaker Run	HMA Alt#2 S. 8th Street w/Breaker Run
Initial Construction Costs	\$397,473.65	\$406,413.33	\$423,214.69	\$424,373.88
Maintenance Costs	\$8,730.62	\$8,730.62	\$4,170.33	\$4,170.33
Rehabilitation Costs	\$48,975.31	\$48,975.31	\$81,577.46	\$81,577.46
Rehabilitation Salvage Value	(\$4,211.14)	(\$4,211.14)	(\$3,977.68)	(\$3,977.68)
Total Facility Costs	\$450,968.43	\$459,908.11	\$504,984.79	\$506,143.98
	+ 0.00%	+ 1.98%	+ 11.98%	+ 12.23%

[Back](#)

Project ID: 4085-32-01

Direct questions to the [WisDOT Computer Help Desk](#) 1-800-362-3050

Version A - 34 - 34

Extra cost for 9" concrete pavement determined by
 subtracting Alt#1 (8.5") from Alt#2 (9") costs:
 $\$406,413 - \$397,473 = \$8,940$

ATTACHMENT C
PROJECT 16-02 STREET RECONSTRUCTION
City of De Pere
Cost Breakdown
May 11, 2016

				BIDDER NO. 1		
				JOSSART BROS. INC.		
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	COMMENT
ELM STREET STORM SEWER UPSIZING						
ST-01	Remove and Relay 24" RCP/PVC/PP Storm Sewer (Natural Backfill)	LF	215	\$ 48.00	\$ 10,320.00	Cost difference based on e-mail from Jossart Brothers Inc. on 5/6/16.
ST-04	Provide 24" RCP/PVC/PP Storm Sewer	LF	552	\$ 86.00	\$ 47,472.00	
ST-09	Provide 24" RCP Endwall	EA	1	\$ 1,000.00	\$ 1,000.00	
ST-24	Abandon/Remove Existing Storm Sewer and Appurtenances on Elm Street	LS	1	\$ 4,500.00	\$ 4,500.00	
Total Construction Cost - Elm Street Upsizing					\$ 62,292.00	
WisDOT Cost - 18" to 24" Storm			767	\$ 7.00	\$ 5,369.00	
WisDOT Cost - 18" to 24" Endwall			1	\$ 100.00	\$ 100.00	
WisDOT Cost - Abandon/Remove Storm Sewer			17%	\$ 4,500.00	\$ 765.00	
WisDOT Cost					\$ 6,234.00	
ELM STREET STORM SEWER REPLACEMENT DUE TO UPSIZING						
ST-04	Provide 24" RCP/PVC/PP Storm Sewer	LF	137	\$ 86.00	\$ 11,782.00	This is the section of 18" between MH 26 and 27. This does not require replacement. We propose to split this 50/50 as there is a benefit to the City to have new pipe.
Total Construction Cost - Elm Street Upsizing					\$ 11,782.00	
50% Allocated to WisDOT					\$ 5,891.00	
ELM STREET STORM SEWER AT INTERSECTION						
ST-04	Provide 24" RCP/PVC/PP Storm Sewer	LF	26	\$ 86.00	\$ 2,236.00	
ST-06	Provide 12" PVC Storm Sewer	LF	58	\$ 45.00	\$ 2,610.00	
ST-19	Remove and Replace 5' Diameter Storm Manhole	VF	4.7	\$ 390.00	\$ 1,833.00	
ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	4.7	\$ 275.00	\$ 1,292.50	
Total Construction Cost - Elm Street Intersection					\$ 7,971.50	
WisDOT Cost					\$ 7,971.50	

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID
OAK STREET STORM SEWER UPSIZING					
ST-03	Provide 36" RCP/PVC/PP Storm Sewer	LF	624	\$ 108.00	\$ 67,392.00
Total Construction Cost - Oak Street Upsizing					\$ 67,392.00
WisDOT Cost			624	\$ 10.00	\$ 6,240.00
OAK STREET INLETS					
ST-06	Provide 12" PVC Storm Sewer	LF	28	\$ 45.00	\$ 1,260.00
ST-19	Remove and Replace 5' Diameter Storm Manhole	VF	10	\$ 390.00	\$ 3,900.00
ST-21	Provide Type B Inlet	EA	2	\$ 1,600.00	\$ 3,200.00
Total Construction Cost - Oak Street Inlets					\$ 8,360.00
100% Allocated to WisDOT					\$ 8,360.00
OAK STREET STORM SEWER AT INTERSECTION					
ST-03	Provide 36" RCP/PVC/PP Storm Sewer	LF	26	\$ 108.00	\$ 2,808.00
ST-05	Provide 15" PVC Storm Sewer	LF	59	\$ 58.00	\$ 3,422.00
ST-18	Remove and Replace 6' Diameter Storm Manhole	VF	9.6	\$ 395.00	\$ 3,792.00
ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	4.6	\$ 275.00	\$ 1,265.00
Total Construction Cost - Oak Street Intersection					\$ 11,287.00
WisDOT Cost					\$ 11,287.00

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	COMMENT
ATC LINE VERIFICATION						
SC-05	Exploration of Existing Utilities (Transmission Line and Gas Main)	EA	5	\$ 500.00	\$ 2,500.00	
SC-06	Backfilling Transmission Line on Eighth Street and Elm Street	EA	5	\$ 200.00	\$ 1,000.00	
Total Construction Cost - Elm Street Upsizing					\$ 3,500.00	
100% Allocated to WisDOT					\$ 3,500.00	

City of De Pere
Project 15-01 - Sewer and Water Main Relay and Street Resurfacing
May 22, 2015

36" Storm Sewer

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
STORM SEWER					
ST-01	Provide 36" Polypropylene or RCP Storm Sewer	LF	146	\$178.00	\$25,988.00
ST-02	Provide Manhole over 66" Storm Sewer	VF	12.9	\$1,500.00	\$19,350.00
ST-03	Remove and Replace 5' Diameter Storm Manhole	VF	7.8	\$635.00	\$4,953.00
ST-04	Provide 5' Diameter Storm Manhole	VF	9.5	\$500.00	\$4,750.00
ST-05	Provide Storm Tee/Connection 36" X 8" (Includes Connection of Existing Pipe)	EA	2	\$400.00	\$800.00
ST-06	Provide Connection to Existing 12" Inlet Leads	EA	2	\$500.00	\$1,000.00
					\$56,841.00

30" Storm Sewer

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
STORM SEWER					
ST-01	Provide 30" Polypropylene or RCP Storm Sewer	LF	146	\$166.00	\$24,236.00
ST-02	Provide Manhole over 66" Storm Sewer	VF	12.9	\$1,500.00	\$19,350.00
ST-03	Remove and Replace 5' Diameter Storm Manhole	VF	7.8	\$635.00	\$4,953.00
ST-04	Provide 5' Diameter Storm Manhole	VF	9.5	\$500.00	\$4,750.00
ST-05	Provide Storm Tee/Connection 36" X 8" (Includes Connection of Existing Pipe)	EA	2	\$400.00	\$800.00
ST-06	Provide Connection to Existing 12" Inlet Leads	EA	2	\$500.00	\$1,000.00
					\$55,089.00

Upsizing Cost (WisDOT Cost)

\$1,752.00

Attachment D: Category 0020 Items

PROJECT ID 4085-42-00/71
8th Street, City of De Pere; Main Avenue - Ashland Avenue
STH 32
BROWN COUNTY

CSS ITEMS

ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
Purple Prince Crabapple, B&B, 2-inch caliper	8	EACH	\$500.00	\$4,000.00
Spring Snow Crabapple, B&B, 2-inch caliper	11	EACH	\$500.00	\$5,500.00
Ivory Silk Japanese Tree Lila, B&B, 2-inch caliper	7	EACH	\$500.00	\$3,500.00
Callery Chanticleer Pear, B&B, 2-inch caliper	9	EACH	\$500.00	\$4,500.00
ITEM COST				\$17,500.00
CONSTRUCTION DELIVERY (15%)				\$2,625.00
TOTAL COST				\$20,125.00

Attachment E: Category 0040 Items

PROJECT ID 4085-42-00/71
8th Street, City of De Pere; Main Avenue - Ashland Avenue
STH 32
BROWN COUNTY

CITY OF DE PERE ITEMS

ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
ADJUSTING MANHOLE COVERS	8	EACH	\$325.00	\$2,600.00
ADJUSTING WATER VALVE BOXES	19	EACH	\$240.00	\$4,560.00
INSTALL CITY SUPPLIED STREET SIGNS	12	EACH	\$50.00	\$600.00
CONCRETE JOINT SEALING	10,331	SY	\$1.20	\$12,397.20
ITEM COST				\$20,157.20
CONSTRUCTION DELIVERY (15%)				\$3,023.58
TOTAL COST (100% City of De Pere)				\$23,180.78



**Original
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: August 24, 2012

I.D.: 4085-42-00 / 71

Road Name: 8th Street City of DePere

Limits: Main street – Ash Street

County: Brown

Roadway Length: 0.45 MI

The signatory City of DePere hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is an urban 2-lane non-divided section with 2 sided parking, curb & gutter and sidewalk. Turn lanes are provided at various intersections. The pcc pavement is from 1953 and has not been overlaid. The ride is poor and the underground utilities are at their service lives.

Proposed Improvement - Nature of work: Reconstruct the existing roadway including replacement of water, sanitary and storm systems.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Design of sanitary and water systems if the City wants to combine let them with WisDOT's project.

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development	225,000	168,750	75	56,250	25
Real Estate Acquisition 1:					
Acquisition	TBD	TBD	100	0	0
City Acquisition Costs 2	TBD	TBD	100	0	0
Construction (Participating) 3:					
Normal Participating	1,854,317	1,854,317	100	0	0
New Lighting 4			50		50
Construction (Non – Participating)					
Parking Lanes 5	100,683	0	0	100,683	100
Hazardous Material Clean-Up			0		100
Sanitary & Water			0		100
CONSTRUCTION SUBTOTAL:	1,955,000	1,854,317		100,683	
TOTAL COST DISTRIBUTION:	2,180,000	2,023,067		156,933	

- 1) All Real Estate costs required to meet FDM standards are eligible for WisDOT funding.
- 2) The City of DePere must acquire real estate in their name. The City's cost to acquire parcels is eligible for WisDOT funding.
- 3) Construction costs shown are an estimate based on historical bid item prices and contain 15% construction delivery. The Project Agreement will be revised as cost share items are determined.
- 4) New lighting is a continuous system. The 50/50 split is for a standard cobra head lighting system.
- 5) The City is responsible for the actual cost of bid items needed to construct parking lanes. Items typically include common excavation, breaker run, base course, and pavement.

This request is subject to the terms and conditions that follow (pages [3] – [5]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of DePere (please sign in blue ink)

Name *Michael J. Walsh*

Title *MAYOR*

Date *11/26/12*

Signed for and in behalf of the State (please sign in blue ink)

Name

Title

Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments as per WisDOT's cost share policy or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk meeting trans 75 requirements at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components. WisDOT will have LED as a standard option by 2018.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.

- (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property assessment value due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets not designated as a haul road caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street. Regulate and prohibit, by ordinance, parking at locations determined by the City during preliminary design.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction. Sanitary sewer and water may be done concurrently with the street construction if requested by the municipality.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

- Design: Costs are split at a 75/25 WisDOT / Local Ratio as per WisDOT's cost policy for connecting Highways.
- Real Estate: Real Estate costs will be determined in Preliminary Design. WisDOT will fund Real Estate needed to meet FDM standards.
- Construction: Construction costs shown are based on similar project bid item prices. Items requiring a cost share are listed on the first page and will be adjusted in future Project Agreement revisions as they are determined via input from the City during preliminary design.

	[#1] REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Date: April 8, 2015 I.D.: 4085-42-00 / 71 Road Name: 8th Street City of De Pere Limits: Main Ave - Ash Street County: Brown Roadway Length: 0.39 miles
	<i>[This agreement supercedes the agreement signed by the Municipality on November 26, 2012 and signed by DOT on December 7, 2012.]</i>	

The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is an urban 2-lane non-divided section with 2 sided parking, curb & gutter and sidewalk. Turn lanes are provided at various locations. The PCC pavement is from 1953 and has not been overlaid. The ride is poor and the underground utilities are at their service lives.

Proposed Improvement - Nature of work: Reconstruct the existing roadway including replacement of water, sanitary, and storm sewer systems.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Miscellaneous CSS items that would exceed the allotted 1.5% CSS funds, private storm sewer laterals, open graded base course and underdrain, and any sanitary manhole or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 300,000	\$ 225,000	75%	\$ 75,000	25%
Real Estate Acquisition: Acquisition	\$ 30,000	\$ 30,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -		\$ -	
Construction (0010) Priority 1	\$ 53,717				
9" Conc Pvmt		\$ -	0%	\$ 8,940	CAP
OGBC/Underdrain*		\$ -	0%	\$ 36,777	CAP
Parking Lane***		\$ -	0%	\$ 8,000	CAP
Priority 2					
Participating	\$ 1,856,283	\$ 1,856,283	100%	\$ -	0%
New Sidewalk	\$ -	\$ -	100%	\$ -	
CSS Items (0020) Priority 1	\$ 28,650	\$ 28,650	CAP	\$ -	0%
(1.5% CSS Funds)					
Priority 2	\$ -	\$ -	0%	\$ -	100%
(CSS Items)					
Lighting (0030)**	\$ 72,000	\$ 36,000	50%	\$ 36,000	50%
Non-Participating (0040)					
Sidewalk base course (1")***	\$ 10,000	\$ -	0%	\$ 10,000	100%
Residential strm sew laterals***	\$ 10,000	\$ -	0%	\$ 10,000	100%
Local sign placement***	\$ 5,000	\$ -	0%	\$ 5,000	100%
Rubber adjustment rings***	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 2,370,650	\$ 2,175,933		\$ 194,717	

*OGBC = Open Graded Base Course

**Assumes continuous lighting system

***Estimated cost shown for placeholder purposes only; will be revised during final design
Parking lane estimate assumes 400 LF of 6' wide parking lane @ \$20/LF

This request is subject to the terms and conditions that follow (pages [#2] – [#5]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the <u>City of De Pere</u> (please sign in blue ink)		
Name <u>Michael J. Walsh</u>	Title <u>Mayor</u>	Date <u>5/22/15</u>
Signed for and in behalf of the State (please sign in blue ink)		
Name <u>Bruce S. Burd</u>	Title <u>NE Region Planning Mgr</u>	Date <u>5/26/15</u>

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk meeting Trans 75 requirements at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property assessment value due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (c) Prohibit angle parking.
 - (d) Regulate and prohibit, by ordinance, except designated areas on the east side of 8th Street between Elm Street and Spruce Street, parking at all times on 8th Street between Main Ave and Ashland Ave.
 - (e) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (f) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system

construction.

(g) Maintain all community sensitive solutions and/or enhancement funded items.

(h) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

(a) Design:

a. Costs are split at a 75/25 WisDOT / Local ratio as per WisDOT's cost policy for Connecting Highways.

(b) Real Estate:

a. Real Estate costs will be determined in Preliminary Design. WisDOT will fund Real Estate needed to meet FDM standards.

(c) Construction:

a. Construction costs shown are based on similar project bid item process. Items requiring a cost share are listed on the first page and will be adjusted in future Project Agreement revisions as they are determined via input from the City during preliminary design.

i. Open graded base course & under drain

ii. 4" base aggregate under sidewalk (1" additional; WisDOT covers first 3")

iii. Lighting

iv. Local signs placement (city provided signs placed under WisDOT project)

v. Storm sewer laterals (6" residential connections)

vi. Rubber adjustment rings (manholes, inlets)

[END]

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

MEETING DATE: July 19, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #16-74, Opposing Proposed Change in Brown County Highway Improvement Cost Sharing Policies.

ATTACHMENTS:

- Reso16-74 (DOCX)

RESOLUTION 16-74
OPPOSING PROPOSED CHANGE IN BROWN COUNTY HIGHWAY
IMPROVEMENT COST SHARING POLICIES

WHEREAS, Fifty-six (56) County Trunk Highways (“CTH”) traverse the 530 square miles (land only) of Brown County; and

WHEREAS, the Brown County Planning Commission Board of Directors and the Transportation Subcommittee, of which the Brown County Highway Department is a member, has created the Brown County Bicycle and Pedestrian Plan to promote the additional modes of transportation such as bicycles and pedestrians and CTH facilities provide a critical link throughout the region for these modes of transportation; and

WHEREAS, of the CTH in Brown County, portions of at least 31 of them are located within the two (2) cities, nine (9) villages and two (2) urban town centers, comprising the urbanized area of Brown County, (hereinafter “urbanized area”); and

WHEREAS, the CTH in the urbanized area not only serve all residents of the county, but are integral components of popular destination points, shopping hubs, local attractions and sites (“economic development areas”) central to the economic growth and vitality of Brown County ; and

WHEREAS, 90% of the equalized area tax base of Brown County is located with the urbanized area and further, almost 92% of general property tax revenue paid to Brown County comes from the urbanized area; and

WHEREAS, recognizing the crucial economic partnership between Brown County and its urbanized area, the Brown County Board has, over decades, established its policy of requiring a “Brown County Municipal Agreement” with standard general terms, including:

1. County lead on the project in collaboration with the municipal jurisdiction;
2. County performs and/or supervises work;
3. 50-50 cost share for eligible components of CTH improvement projects, including 50-50 cost share for bicycle and pedestrian facilities and including components of highway improvement projects vital to the traffic, storm water and other unique needs of economic development areas of the urbanized area;
4. Maintenance responsibility and any jurisdictional transfers; and

WHEREAS, the Brown County Public Works Department has proposed that the County abandon the Brown County Municipal Agreement in favor of relying on vague and outdated state statutes, which the Department believes allows the County to:

1. reimburse municipalities in the urbanized area for the cost of 22 feet of pavement;
2. reimburse municipalities for an as yet to be defined "... portion of the costs of grading, draining and appertaining structures"; and
3. unilaterally determine the scope of the County's facility maintenance obligations; and

WHEREAS, reliance on outdated statutory guidelines and a unilateral definition of maintenance for CTH improvement projects in urbanized area will unfairly shift additional improvement costs to the very residents of the County that are currently shouldering close to 75% of those improvement costs while at the same time providing CTH improvements at no cost to rural residents; and

WHEREAS, the cost share should be based on actual project costs that can be \$600 to \$700 per linear foot just for the pavement and base (County share of \$300 to \$350 per linear foot) for a reconstructed arterial CTH rather than an artificially set amount of County contribution of \$68 per linear foot that is not based on the actual field conditions nor required pavement structure to accommodate regional traffic; and

WHEREAS, the proposal to abandon the Brown County Municipal Agreement will not result in a net tax savings; rather the amount saved by residents in rural Brown County will be shifted to the urbanized Brown County residents; and

WHEREAS, bicycle and pedestrian facilities and the associated maintenance, is a critical component of the overall transportation system as promoted through the Brown County Bicycle and Pedestrian Plan; and

WHEREAS, continuing the County policy of requiring the Brown County Municipal Agreement allows the County and the municipality to collectively define their respective maintenance responsibilities over the completed improvements; and

WHEREAS, Brown County receives state aide for the maintenance of county highways, including drainage facilities associated with CTH; and

WHEREAS, the County Planning, Development and Transportation Committee has asked solicited municipal feedback on the proposed abandonment of the Brown County Municipal Agreement at its meeting scheduled for July 25, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE THAT:

The City of De Pere is opposed to Brown County abandoning the Brown County Municipal Agreement for CTH improvements that was in place up through 2011, rather than the modifications that were made after 2011 without any input from municipalities.

BE IT FURTHER RESOLVED THAT:

The City of De Pere encourages continued intergovernmental cooperation among the County and its urbanized area in order to continue and promote the current and future economic development of the County.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of July, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

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

MEETING DATE: July 19, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution 16-75, Authorizing An Agreement Between the City of De Pere and the Brown County Fair Association, Inc. for Improvements to City Property

ATTACHMENTS:

- Reso16-75 (DOCX)
- Fairground Assoc Donation request 2016 (PDF)

RESOLUTION #16-75

AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF DE PERE AND THE BROWN COUNTY FAIR ASSOCIATION, INC. FOR IMPROVEMENTS TO CITY PROPERTY

WHEREAS, the City owns Parcel WD-70, an approximate 11.93 acre parcel located immediately adjacent to Fairgrounds property owned by Brown County; and

WHEREAS, a residential structure is located upon the City's property, which the Board of Park Commissioners has recommended razing and removal thereof as unreasonable to repair; and

WHEREAS, the Brown County Fair Association, Inc., has expressed its desire to donate to the city all demolition work associated with the razing and removal of this structure, including terminating all utility services to the property, filling in the basement, restoration of the site, and construction of a stone pad for use of the site by the Fair Association during the 2016 Brown County Fair, which work is estimated to cost in excess of \$10,990.00; and

WHEREAS, in order for this work to progress in a timely fashion and in accordance with all laws and regulations governing this work, this matter is proceeding to the Common Council without first being reviewed by the Board of Park Commissioners.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Attorney is authorized and directed to draft such Agreement between the City and the Brown County Fair Association, Inc., as is necessary to carry out the proper execution of the razing, removal and site restoration activities as set forth above; with the Mayor and Clerk-Treasurer being authorized to execute the same on behalf of the City.

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.

BE IT FURTHER RESOLVED THAT:

The Common Council gratefully accepts the donation by the Brown County Fair Association and thanks them for their generosity.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of July, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

**BROWN COUNTY FAIR ASSOCIATION, INC**

P.O. Box 472 De Pere, WI 54115 920-336-7292
www.browncountyfair.com

July 7, 2016

Marty J. Kosobucki
De Pere Parks, Recreation and Forestry
925 S 6th Street
De Pere, WI 54115

Dear Marty:

Attached is the quote from Carter Trucking & Excavating for tearing down and removing the house located on the fairgrounds.

We did get another quote from Gauthier and Sons, which came in higher.

The Brown County Fair Association would pay in full the cost of removing the house, Carter Trucking would haul and landfill all debris, cap sewer line, break up the basement floor, tip the basement walls into the hole from the basement and would fill in the basement hole with compacted fill.

The Fair Association would also provide a stone pad area where the house footprint is so we can use the area where the house was for placing our emergency management for our fair event

We would like to have approval from the De Pere Council so we can remove the house the first week in August so we would have the area available for this year's fair.

The Fair Association is willing to provide the funding for removing the house because we can really use the space during our event and more so as a Thank You to De Pere Parks Department and City of De Pere Council for all they have done for us the past 13 years as we have been redeveloping the fair so the community of Brown County can be assured that the youth programs with the schools and 4-H can continue into the future.

The water line would be relocated onto the county property and reconnected

Marty, I will also need to know if we will need to take out a demo permit or if this will be waived.

Please let me know what you still might need, we are looking forward to our continuing partnership with the De Pere Parks Department and the City of De Pere for the support of the Fair.

Sincerely,

Thank You

Steve Corrigan

President, Brown County Fair Association

Cell 920-371-2379

Steve.corrigan@corriganscbs.com

Carter Trucking & Excavating, Inc.

1445 Viking Lane
De Pere, WI 54115

Proposal

Date	Proposal #
6/22/2016	220

Name / Address
Brown County Fair Association PO Box 472 De Pere, WI 54115

			Project
Description	Qty	Rate	Total
Tearing house down on Fair grounds Includes: Equipment usage Dumping fees Labor Cap sewer 6 loads fill Tipping concrete walls in foundation Cracking concrete floors to let water out Notes: Does not include hauling any concrete out Does not include demo permit Relocating water line done by county Gas & power must be disconnected by other		10,990.00	10,990.00
		Subtotal	\$10,990.00
		Sales Tax (5.0%)	\$0.00
		Total	\$10,990.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #16-76, Authorizing Submission of Wisconsin Department of Natural Resources Boating and Fishing State and Federal Grant Application for Fox Point Boat Launch Renovations.

I have included a copy of the grant application we have submitted to the WDNR for the purpose of renovating Fox Point Boat Launch. The funding would match a grant we are in line to receive from the Natural Resource Damage Assessment funding. In order for the grant application to be complete, the Park Board is approving the grant and then forwarding to the City Council for approving a resolution.

ATTACHMENTS:

- Reso16-76 (DOCX)
- 20160601085148884 (PDF)

RESOLUTION #16-76

AUTHORIZING SUBMISSION OF WISCONSIN DEPARTMENT OF NATURAL
RESOURCES BOATING AND FISHING STATE AND FEDERAL GRANT
APPLICATION FOR FOX POINT BOAT LAUNCH RENOVATIONS

WHEREAS, the Wisconsin Department of Natural Resources (WDNR) offers recreational boating facility construction grants under its Boating and Fishing State and Federal Grant Application Program; and

WHEREAS, such grant, if awarded, will be used by the City to renovate the Fox Point Boat Launch facilities, with the WDNR covering 50% of costs up to a maximum grant amount of \$44,000; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Director of Parks, Recreation & Forestry to:

- Submit an application to the WDNR for financial assistance as described above;
- sign necessary documents; and
- take all other necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED THAT:

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

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

July, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

State of Wisconsin
Department of Natural Resources
dnr.wi.gov

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 3/14)

Page 1 of 5

Notice: This form is authorized under s. 30.92, Wis. Stats., and 50 C.F.R. 80 Code of Federal Regulations. You must complete this form in order to apply for or receive financial assistance from the Wisconsin Department of Natural Resources. Failure to complete this form will result in denial of financial assistance. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records Laws [ss.19.31-19.39 Wis. Stats.]

1. Complete the suggested resolution in Section 10 or submit a resolution conforming to the appropriate section of ch. NR 7, Wis. Adm. Code.
2. Have you contacted your regional Community Services Specialist(CSS)? ☒ Yes ☐ No
If you answered No  and contact your CSS.
3. Submit two copies of all forms and attachments to your regional Community Services Specialist. See Section 8 for checklist of required attachments.

Date Approved	
Leave Blank - DNR Use	
Date Received	Project Number(s)

Notice to Applicant. If you are applying for a federal grant you will need a DUNS Number:

D&B D-U-N-S Request Service

DUNS Number

Section 1: Grant Programs

- ☒ **Recreational Boating Facilities (RBF) - Type of Project:**
- ☒ Development Project
 - ☐ Aids to Navigation & Regulatory Markers
 - ☐ Weed Harvesting Equipment
 - ☐ Channel Dredging
 - ☐ Trash Skimmer
- ☐ **Clean Vessel Act (CVA) - Type of Project:**
- ☐ Construction, renovation, operation and maintenance of pump out or dump stations and/or lift stations
 - ☐ Education/Information
- ☐ **Sport Fish Restoration (SFR) - Type of Project:**
- ☐ Recreational Boating Access
 - ☐ Fishing Pier or Flat
 - ☐ Non-motorized launch, canoe, kayak or raft
 - ☐ Feasibility Study
- ☐ **Boating Infrastructure Grant (BIG)**

Section 2: Applicant Information

Applicant/Organization Name	Address		
City of De Pere	925 S. Sixth Street		
Individual Authorized to Act on Behalf of Applicant per Resolution	City	State	ZIP Code
Marty Kosobucki	De Pere	WI	54115
Title	County		
Director of Parks and Recreation	Brown		
Phone Number (include area code)	E-mail Address		
(920) 339-8358	mkosobucki@mail.de-pere.org		
Cell Phone Number. (include area code)	Mail Check to (if different from applicant)		
(920) 639-1015			
FAX Number (include area code)	Organization		

Section 3: General Project Information

Project Title						
Fox Point Boat Launch renovation						
Project Location:						
County	Township	Range	☒ E ☐ W	Section	1/4 1/4	1/4
Brown PC 26	N					
Waterbody Name				GPS Coordinates (Latitude/Longitude)		
Fox River				44.46362/-88.05419		
Acres (DNR will fill in)						

Do you have the necessary permits for your project? ☒ Yes ☐ No

In order to qualify for funding you must submit the necessary permits.

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 3/14)

Page 2 of 5

Section 4: Financial Information		Leave Blank – DNR Use Only		
Total Project Cost	\$88,000	Total Project Cost		%
Source of Matching Funds				%
Applicant Share (Includes local budget, force acct., etc.)		Applicant Share		%
Other State funds/grants Specify:		Other State Funds/Grants		%
Other Federal funds/grants Specify:	\$44,000	Other Federal Funds/Grants		%
Other (Donations, etc.) Specify:		Other		%
Grant Request	\$44,000	Grant Awarded		%

Section 5: Required Project Information			
Property Owner Name (if other than applicant)		Phone Number (include area code)	
City of De Pere		(920) 339-4065	
Address		City	State ZIP Code
925 S. Sixth Street		De Pere	WI 54115

☒ Public Entity
 ☐ Private Entity
 ☐ Lease or Easement
 Expiration Date: _____

Who will be responsible to build/operate/maintain the project for at least 20 years?

City of De Pere

Is this project new construction or a renovation of an existing facility?	☐ New ☒ Renovation	Number of vehicle/trailer parking spaces currently at the location: 106	How many vehicle/trailer parking spaces are you planning to add?
---	---	---	--

For an inland lake project, what is the total number of vehicle/trail parking spaces currently on the proposed waterbody at public facilities?	Will your project have single vehicle parking spaces?	If yes, how many?
	☐ Yes ☐ No	

For a Great Lake or river project, what is the distance to the nearest existing public access site?	Does your project location have any designated disabled parking space(s)?	If yes, how many?
	☒ Yes ☐ No	4

Is your project (boat launch, boarding dock, pier, restrooms, etc.) accessible to people with disabilities?	If no, are there any other locations on the waterbody accessible to people with disabilities?	If yes, where is the location?
☒ Yes ☐ No	☐ Yes ☐ No	

Does your project develop an access facility on an inland lake or river where no public access exists? ☐ Yes ☒ No

Is your project associated with a harbor of refuge or protected launch (structures such as bulkheads and breakwaters necessary to provide safe water conditions) ref. NR 7.03(14)?	If yes, explain.
☐ Yes ☒ No	

Will your project correct a significant health or safety hazard NOT due to inadequate routine maintenance?	If yes, explain.
☐ Yes ☒ No	

Is this project required to fulfill a compliance order or court ruling? ☐ Yes ☒ No

If yes, include a copy with key provisions highlighted.

Describe the geography of the current site. Include physical characteristics, topography, vegetation cover type, presence of any waterways/wetlands, current land use and zoning classification, etc.

The boat launch is located on the Fox River. The facility includes 6 lanes of boat launching, two dock structures, restroom facility, and parking for over 100 vehicle/trailers and over 25 single vehicles. The Fox River State Trail also runs through the facility. Shoreline is open river with rip rap shoreline.

☐ Check here if the applicant conducts a boating safety enforcement and education program approved by the Department of Natural Resources

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 3/14)

Page 3 of 5

Existing launch facilities:

Do you charge a launch fee? ☒ Yes ☐ No If yes, how much? \$5.00 If no, contact your CSS.

New launch facilities:

Will you charge a launch fee? ☐ Yes ☐ No If yes, how much? _____

Do you have a budget for maintenance? ☒ Yes ☐ No

Have any of the following reviews been completed for the property? If yes, explain and/or provide a copy of the review

Rare Species ☐ Yes ☐ No

Phase I Environmental Site Assessment ☐ Yes ☐ No

Archaeological and Historical ☐ Yes ☐ No

What is the state of readiness of your project?

☐ Project has final engineering plans suitable for construction or construction bidding or project does not require further planning or design for construction to begin.

☒ Project has preliminary site plans but additional engineering or design work are necessary before construction can begin.

Are there any known controversies/complications with the proposed project? Are there any measures proposed to address the controversies/complications? Please identify any known.

None that we are aware of.

Section 6: Project Description & Proposed Timeframe

Use language that an evaluator unfamiliar with your project will understand. If the project will be completed in phases, please list specific work activities that will be undertaken during each phase.

The project will include refurbishing the four floating docks and two stationary docks at the Fox Point Boat Launch. The floating docks will have all boards replaced to recycled plastic and replace the floats. The stationary docks will have wood boards replaced to recycled plastic boarding. Our anticipated time line is as follows;

November 2016 - Bids obtained on dock renovation

December 2016 - Floating docks shipped out for renovation

February 2017 - Docks returned from renovation

May 2017 - Replacement of boarding on stationary docks

Section 7: Project Feasibility Statement

Describe, justify and state the project objectives to include economic, environmental and engineering aspects (who, what, where, when and why). Include dimensions of the property and proposed facilities.

The City of De Pere owns and operates the very popular Fox Point Boat Launch, located on the north side of De Pere and on the east side of the Fox River. The boat launch facility is located on close to 6 acres of property along the Fox River, and is well known throughout the state as it serves as a primary launch site during the annual walleye run in the spring of the year. The boat launch has over 100 vehicle/trailer stalls and is typically full or close to full on a daily basis during the spring.

While the City has kept up on maintenance over the years (ie. parking lot maintenance, building repairs, etc...), the boarding for the floating and stationary docks have deteriorated to a point they should be replaced. Boards continue to weather and deteriorate, and are not longer to be suitably replaced. The floating docks are 6'x60' sections, while the stationary docks are 9'x35' and 20'x77'.

The Fox Point Boat Launch is part of a larger river access program the City offers. There are three boat launches and two transient docking facilities the City offers for people to access and enjoy the Fox River. The boat launches charge a fee via a day or season pass fee, however the transient boat docks do not.

Section 8: Checklist For Projects

RBF	SFR	CVA	
☐	☐	☐	Project resolution by grant applicant authorizing participation (See Section 10 sample resolution)
☒	☐	☐	Statement of project's feasibility Section 7.

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 3/14)

Page 4 of 5

RBF	SFR	CVA	
☒	☐	☐	Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☒	☐	☐	Project location clearly marked on a map
☒	☐	☐	Project area footprint (site plan detailed on a map)
☒	☐	☐	Topographical map of project location
☒	☐		Illustration (drawings/photos) of project area in its current condition. Include existing boat launch, dock, restrooms, etc.
☐	☐		Drawings of the proposed project including buildings, parking lots, ramps, piers, etc.
☐	☐		Plans for launch ramps that show percentage of ramp slope, the water depth at the end of the ramp, and the width of the existing or proposed boarding dock or pier
☐	☐		Preliminary engineering plans for channel dredging
☒	☐	☐	Estimated construction timeline, including schedule of development phases Section 6 Project Descriptions and Proposed Timelines.
☐	☐	☐	Draft easement or lease document (if development project is on land not owned by applicant)
☐	☐	☐	Copy of required permits

Checklist for weed harvesting and trash skimmer equipment

☐			Project resolution by Grant Sponsor authorizing participation (See Section 10 sample resolution)
☒			Cost estimate worksheet – Form 8700-014 (estimated costs to meet the project objectives)
☐			Copy of proof of approved weed harvesting management plan (weed harvesting equipment only)

Checklist for Navigational or Regulatory Markers

☐			Copy of permit (navigational or regulatory markers)
☐			A copy of the conservation warden permit showing where the buoys will be placed
☐			Information to include the name(s) of the water body, the number and description of the markers
☐			Grant Payment Request
☐			Grant Payment Worksheet
☐			Copies of all invoices or receipts
☐			Proof of Payment (either copies of the front and back of the cancelled checks, or bank statements showing the payments have been made)

Section 9: Certification

I certify that information in this application, and all its attachments, is true and correct and in conformity with applicable Wisconsin Statutes.

Name of Authorized Representative (Type or Print)	Title
Signature of Authorized Representative	Date Signed

Submit two copies of all forms and attachments to your regional Community Services Specialist.

Boating and Fishing State and Federal Grant Application

Form 8700-343 (R 3/14)

Page 5 of 5

Section 10: Sample Resolution

WHEREAS, _____ hereby requests assistance for the purpose of:

Project description _____

THEREFORE, BE IT RESOLVED, that _____ has budgeted a sum sufficient to complete the study or project, and HEREBY AUTHORIZES _____,

_____, to act on behalf of _____ to:

- Submit an application to the Department of Natural Resources for financial assistance;
- Sign documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED that _____ will comply with state and federal rules for the

programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain approval from the Wisconsin Department of Natural Resources before any change is made in the use of the project site (if applicable).

Adopted this _____ day of _____, 20____.

I hereby certify that the foregoing resolution was duly adopted by _____ at a legal meeting on the _____ day of _____, 20____.

Authorized Signature _____

Title _____

State of Wisconsin
Department of Natural Resources
PO Box 7921, Madison WI 53707-7921
dnr.wi.gov

Recreation Grant Project Cost Estimate Worksheet

Form 8700-014 (R 07/14)

Page 1 of 2

For use with Recreation Grant Application Forms

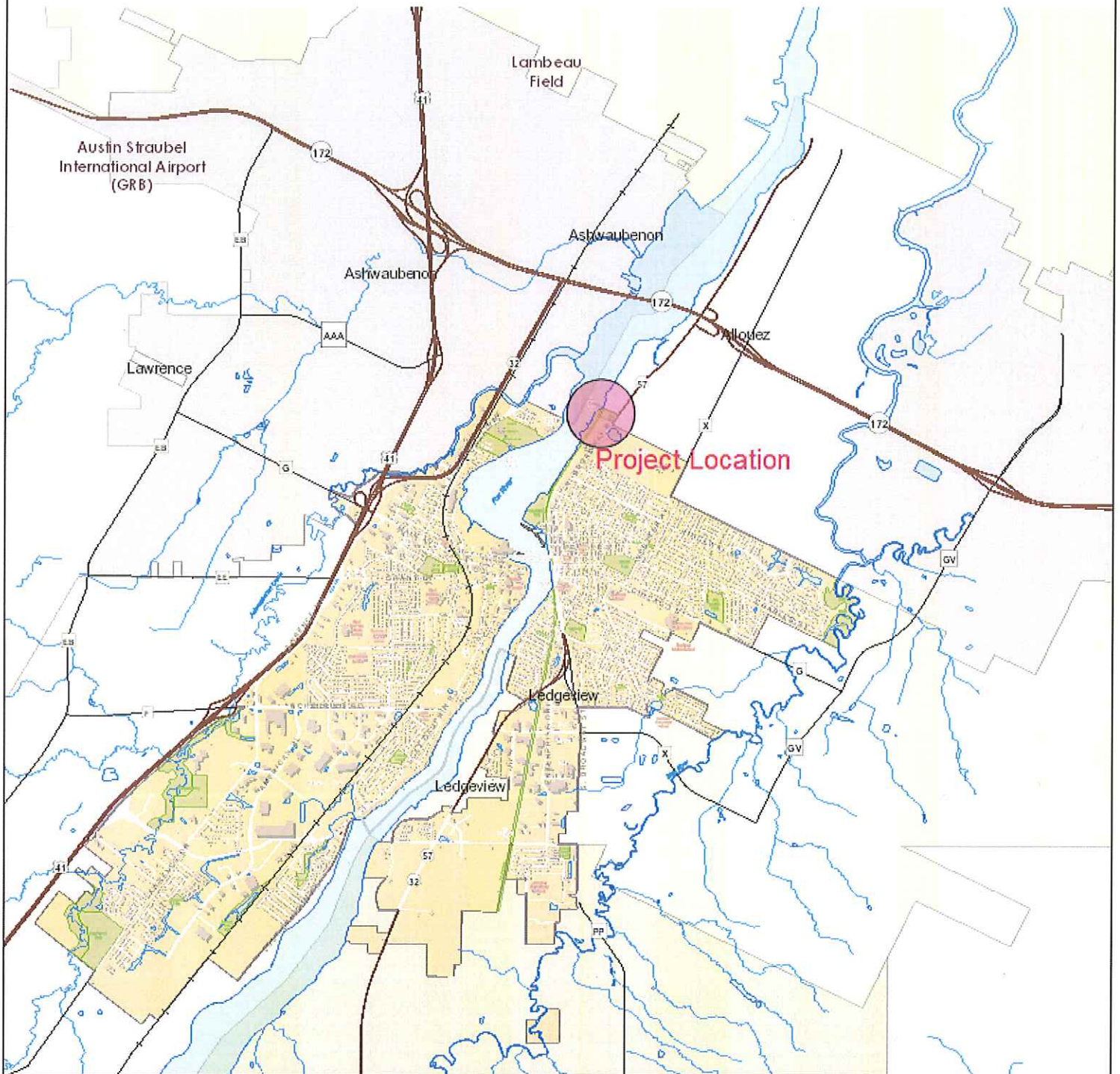
Project Name:		Prepared By:	Date
Fox Point Boat Launch Renovation		Marty Kosobucki	05/31/2016
County	Project Applicant:	Landowner Name	☒ Public
Brown	City Of De Pere	City of De Pere	☐ Private

Indicate - (C) Contract , (F) Force Acct., (D) Donated

[illegible]

NOTE: For acquisition projects, complete the Acquisition Project Cost Estimate Section

Fox Point Boat Launch - De Pere



This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.



Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

05/31/2016
Scale 1:64000

Fox Point Boat Launch - De Pere



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Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



05/31/2016
Scale 1:1800

Fox Point Boat Launch - De Pere

Floating Docks - boards and floats to be replaced

Stationary Docks - boards to be replaced



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Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



05/31/2016
Scale 1:480

Fox Point Boat Launch - De Pere



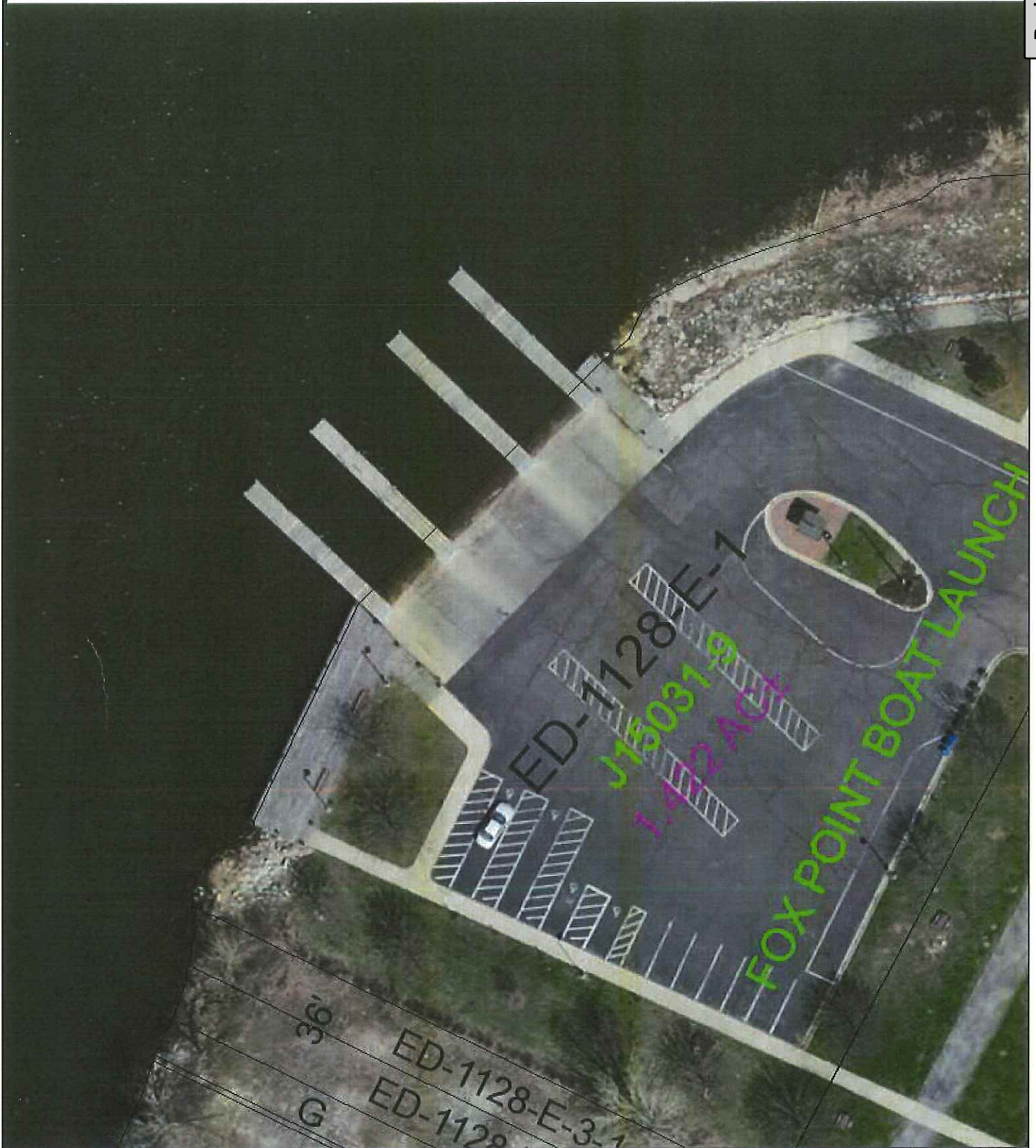
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Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010

05/31/2016
Scale 1:1200

Fox Point Boat Launch - De Pere



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Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



05/31/2016
Scale 1:480







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

MEETING DATE: July 19, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Resolution #16-77, Authorizing Service Agreement for Professional Services Between the City of De Pere and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (Emergency Medical Service User Fee Billing Services)

ATTACHMENTS:

- Reso16-77 (DOCX)
- Reso16-77 Exhibit A-Draft (PDF)
- EMS Ambulance Billing Staff Report - A & B (PDF)
- EMS Ambulance Billing Staff Report - C (PDF)

RESOLUTION #16-77

AUTHORIZING SERVICE AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF DE PERE AND LIFE LINE BILLING SYSTEMS, LLC,
D/B/A LIFEQUEST SERVICES
(Emergency Medical Service User Fee Billing Services)

WHEREAS, the City is interested in contracting with a new service provider for billing services for emergency medical service user fees; and

WHEREAS, Life Line Billing Systems, LLC, d/b/a LifeQuest Services has available and offers to provide consultation, personnel and equipment necessary for the emergency medical service billing service.

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Service Agreement for Professional Services Between the City of De Pere and Life Line Billing Systems, LLC, d/b/a LifeQuest Services (Emergency Medical Service User Fee Billing Services) as is attached hereto as Exhibit A, subject to changes as deemed necessary by the Fire Chief and City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of July, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

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LIFE LINE BILLING SYSTEMS, LLC.

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is entered into this First (1st) day of October, 2016, ("Effective Date") by and between De Pere Fire Rescue Department, a governmental entity duly organized and existing under the laws of the State of Wisconsin, whose notice address is 400 Lewis Street De Pere, WI 54115 ("Service Provider") and Life Line Billing Systems, LLC, d/b/a LifeQuest Services, a limited liability company duly organized and existing under the laws of the State of Delaware, whose notice address is N2930 State Road 22, Wautoma, WI 54982 ("Agency") (Service Provider and Agency are generically referred to herein as "Party" and/or "Parties"). This Agreement shall replace any other agreement(s) for the same services currently in effect.

Article 1

Recitals

1.1 Service Provider Operations. Service Provider is engaged in the business of providing emergency medical services and is desires to receive Services from Agency.

1.2 Agency Operations. Agency is engaged in the business of providing a customized billing, payment collecting and data management system and desires to provide billing, payment collecting and data management services for Service Provider.

1.3 Consideration. In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree to the terms of this Agreement.

1.4 Definitions. Words with initial capital letters that are not proper names are either defined within the text of this Agreement or specifically as follows:

"Breach" shall mean the failure by one Party to perform any obligation set forth in this Agreement having an effect on the other Party. (A "Material Breach" of contract is a breach that strikes so deeply at the heart of the contract that it renders the agreement "irreparably broken" and defeats the purpose of making the contract in the first place.)

"Default Accounts" means Patient Accounts that are delinquent and considered in default by the Service Provider - the collection of which is by a third party and must be performed in accordance with the Fair Debt Collection Practices Act.

"Healthcare Accounts" means any Patient Accounts that are provided by a Service Provider that is regulated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requiring additional obligations, warranties and covenants by the Parties that are referenced in this Agreement and within the incorporated and attached Exhibit B-1.

"Patient Accounts" means the accounts receivable that result from a patient's receipt of ambulance and/or rescue services and include accounts not in default and in default.

1.5 Account Status. Agency provides billing services for Service Provider on Patient Accounts that are not in default and other services as provided in this Agreement.

Article 2

Services

Agency shall supply the customized billing and data management services for Patient Accounts to the Service Provider as detailed in this Article ("Services").

2.1. Agency Processing. Agency shall supply reports and do the billing through its employees.

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Billing for De Pere Fire Rescue

2.2. **Insurance Processing.** Agency shall process insurance claims generated by the appropriate carriers of patients, who have provided the necessary information for insurance filings.

2.3. **Inquiries.** Agency shall handle and respond to all inquiries concerning the Patient Accounts by patients, insurance companies and Service Provider. Service Provider shall assist Agency with any inquiries related to the services provided by the Service Provider. Agency shall provide a toll-free telephone number for patient and Service Provider inquiries.

2.4. **Software.** Agency shall implement software upgrades as required by changes in the law and/or national insurance standards.

2.5. **Reports.** Agency shall create and review monthly reports for the internal analysis of factors affecting the collecting performance of the Patient Accounts and present the information to the Service Provider upon the detection of any means available to improve the efficiency of collecting those accounts.

Article 3

Obligations of Service Provider

3.1. **Pre-Screening.** Service Provider shall be responsible for the accuracy of the original data regarding the Patient Accounts delivered to the Agency as further detailed in Exhibit A-1 attached hereto and incorporated by reference.

3.2. **Validity of Accounts.** Service Provider represents and warrants to Agency that all Patient Account debts are valid, legally enforceable debts, and in compliance with any corresponding state or federal law ("Laws and Regulations"). Upon request by the Agency, Service Provider shall provide specific assurance of validity in accordance with the Laws and Regulations.

3.3. **Notification Requirements.** Service Provider must immediately notify Agency in writing of its actual, constructive or reasonably conceived knowledge of any of the following events: (i) any patient of Service Provider files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Patient Account to the Service Provider or is the subject of a complaint or a cease and desist notification by debtor during the time in which Agency is providing Services to the Patient Account (collectively referred to as "Consumer Actions") and (ii) Service Provider receives any direct or indirect payment on a Patient Account or a returned check on any such payment during the time in which Agency is providing services to the Service Provider.

3.4. **Service Provider Representations.** Service Provider represents and agrees that: (i) the Patient Accounts are in "Default," if and when Agency has completed performance of its billing services; (ii) if the date of Default is not specifically defined in the contract between the Service Provider and the Consumer, the Service Provider can, and if legally necessary will provide evidence to show the Patient Account is in Default; (iii) there have been no Consumer Actions pertaining to any Patient Account that was received or known by Service Provider prior to the Patient Account's placement with Agency; (iv) Service Provider has not placed any Patient Accounts in violation of the state law of the state in which the recipient of the ambulance and rescue service resides; (v) Service Provider will not request Agency to add any fees to any Patient Accounts, unless specifically authorized in the contract between the Service Provider and the recipient of the service or allowed by the state law where the patient resides; (vi) Service Provider has obtained all the necessary consents to contact the patient at the contact information provided by Service Provider to Agency and (vii) Service Provider shall provide Agency with information which is necessary for Agency to perform its obligations under this Agreement (collectively referred to as "Representations").

3.5. **Ceasing collections.** Service Provider has the right to have Agency cease billing of any Patient Account upon Agency's receipt of written Notice from Service Provider.

Article 4

Term

4.1. **Initial Term.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of Twelve (12) months ("Initial Term").

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4.2. **Renewal.** Upon the expiration of the Initial Term and unless otherwise Terminated, this Agreement shall be automatically extended and consecutively renewed for up to four (4) more Twelve (12) month terms (each shall be generically referred to herein as "Subsequent Term(s)") (the Initial Term and Subsequent Term(s) shall be jointly referred to as "Term").

4.3. The City has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

4.4. **Termination.** This Agreement shall terminate as provided in this section ("Termination"). The date of termination is defined within each subsection ("Termination Date").

4.4.1. **Written Notice.** Any Party May terminate this Agreement at the end of a Term by giving written Notice to the other Parties at least thirty (30) days prior to the end of such Term. The Termination Date shall be the last day of such Term.

4.4.2. **Discontinuance of Business.** This Agreement shall terminate in the event the Agency discontinues the operation of its business. The Termination Date shall be the last day of the month in which Agency ceases operations.

4.4.3. **Breach of Contract.** A non-breaching Party ("Non-Breaching Party") may immediately terminate this Agreement upon the allegedly breaching Party's ("Breaching Party") Material Breach. For failure to cure any other breach within thirty (30) days of receipt of Non-Breaching Party's written notice sufficiently setting forth the breach shall be deemed a Material Breach.

4.4.4. **Failure of Performance.** Except in the event of a Material Breach, the failure by either Party to perform any of their obligations hereunder shall not be deemed a breach of this Agreement unless the Party gives the Party failing to perform written Notice of such failure to perform.

4.5. **Effect of Termination.** The Parties agree that upon Termination of this Agreement for any reason, Agency shall be entitled to receive any accrued but unpaid Fees through the Termination Date and the rights and obligations of Section 4.5 and Articles 6-8 pertaining to confidentiality shall survive Termination and continue in full force and effect.

4.5. **Additional Services.** Service Provider agrees to pay Agency at a rate of Seventy-five and no/100 Dollars (\$75.00) per hour in Payment Terms for any Services rendered after the Termination Date with the approval in writing by the Service Provider thereby agreeing to any additional services for Agency to be compensated under this provision.

Article 5

Fees

5.1 **Fees.** Service Provider shall pay Agency the fees set forth in this Article ("Fees").

5.1.1. **Phase One.** 4.50% of the Customer Accounts collected. ("Phase One").

5.1.2. **Reasonable Costs.** The Service Provider shall compensate the Agency for all reasonable costs incurred by the Agency which are required in special instances to properly provide its services that are agreed upon in advance by the Service Provider. All fees, if any, which the Agency proposes to, charge that are above and in addition to the fixed percentage fee shown above must be itemized and thoroughly explained in an attachment to the proposal.

5.2 **Collected Patient Fees.** Agency shall make regular deposits of all payments received into a checking account established for the Service Provider by the Agency for the depositing of Fees collected on behalf of the Service Provider and to provide regularly scheduled payments to Service Provider and Fees to the Agency. The Agency will also manage and oversee all business activities related to the checking account and the posting of payments to proper Patient Accounts. Agency shall have the authority to manage the Checking Account, including without limitation stopping payments on refund checks or revenue checks that have not been cashed within a reasonable period of time. Service Provider further agrees to execute any such documents at each banking institution necessary to authorize the rights granted to Agency herein.

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5.3 Payment of Fees. Service Provider and Agency agree to manage the payment of Fees in accordance with the provisions of this section.

5.1.3. Payments. Agency shall provide monthly payments from the Checking and/or Trust Account to the Service Provider.

5.1.4. Payment Procedure. Service Provider authorizes electronic transfer of Agency fees when electronic transfer of Service Provider payment is made from the checking and/or trust account at the time of the month end reporting provided by Agency ("Due Date"). Any Fees not paid by the Due Date shall be subject to a late charge of twelve percent (12%) per annum or the highest rate allowed by applicable law. Service Provider acknowledges that its failure to authorize Fees to the Agency upon receipt of month end reports constitutes a breach of this Agreement. Service Provider grants Agency a lien on the Checking and/or Trust Account until the Fee is received by Agency. In addition, Service Provider shall be responsible for all costs of collection, including reasonable attorney's fees incurred in enforcing this Section ("Payment Terms").

5.1.5. Electronic Funds Transfer. When a check is used by Service Provider for Agency's payment, the Service Provider authorizes Agency to either use information from any check received by Agency to make a one-time EFT from the applicable account or to process the payment as a check transaction. When Agency uses an EFT, funds may be withdrawn from the applicable account as soon as the same day Agency receives payment and Service Provider will not receive a cancelled check back from its financial institution.

Article 6

Confidential Information

The Service Provider hereby acknowledges that it shall have access to Agency's Confidential Information. Service Provider acknowledges that Agency's obligations under this Agreement are expressly contingent on Service Provider's compliance with this article. Service Provider expressly recognizes that: (i) the efficacy and profitability of Agency's business is dependent in part upon Service Provider's protection of Agency's Confidential Information; (ii) Service Provider may already possess Confidential Information which Agency desires to protect and (iii) in receiving Services, Service Provider may be provided access to and/or gain knowledge of Agency's Confidential Information as defined below.

6.1. Nondisclosure. To ensure the continued confidentiality of the Confidential Information, Service Provider shall not, during the Term of this Agreement or for a period of twenty-four (24) months after Termination of this Agreement, disclose to or use, for any other person or entity, directly or indirectly, any of Agency's Confidential Information, except as such disclosure or use is expressly authorized by Agency in writing, as permitted by law or is reasonably required in connection with performance of this Agreement.

6.2. Property. All Confidential Information and all Agency's files, reports, materials, records, documents, notes, memoranda and other items and any originals or copies thereof, which Service Provider either is provided, prepares, uses or simply acquires during the Term of this Agreement ("Property") are, and shall remain, the sole and exclusive property of the Agency and shall not be removed from Agency's and Service Provider's premises or disclosed to any other party without the prior written consent of Agency.

6.3. Confidential Information. As used herein, the term "Confidential Information" means any and all information relating directly or indirectly to Agency that is not generally ascertainable from public or published information or trade sources including, without limitation, all information concerning copyrighted materials, patented materials, contracts, forms, research, product information, services and pricing of services, patient data and any information protected by any state or federal privacy laws or regulations, which is or was disclosed to Service Provider, or known by Service Provider as a consequence of or through Service Provider's relationship with Agency.

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Billing for De Pere Fire Rescue

6.4. Remedies. In the event of a breach of any covenant in this article, it is understood and agreed that Agency shall be entitled to injunctive relief, as well as all applicable remedies at law or in equity, available to Agency against the Service Provider and any such breach shall be a Material Breach.

6.5. Return of Confidential Information. Service Provider agrees, immediately upon the Termination of this Agreement, to make a diligent search for any and all Property belonging to Agency and other property which may contain Agency's Confidential Information and return to Agency or destroy the material as directed prior to, or upon, the Termination of this Agreement.

6.6. Applicable Law. The Parties shall comply with all applicable laws, including, without limitation, HIPAA and the additional requirements for any Healthcare Accounts as further detailed in Exhibit B-1 and Exhibit B-2 attached hereto and incorporated by reference.

6.7. Indemnification Regarding Open Records. Agency understands that the Service Provider must comply with public records laws, and the Agency may from time to time be the custodian of Service Provider's records subject to disclosure. Agency agrees to provide Service Provider with any public records it requests that do not fall under the protection of the HIPAA within seven (7) days after the Service Provider requests the same in writing.

Article 7**Indemnification**

7.1 Agency Indemnification. Service Provider shall indemnify and hold the Agency and assigns harmless from and against any actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Service Provider's breach of any provision of this Agreement whether by negligent or intentional means causing an incident where recovery is sought including, but not limited to, actions arising out of the failure of the Service Provider to fully, completely, accurately and adequately report, for purposes of the Agency's collection attempt of a Customer Account. It is understood and agreed that this acknowledgment is given as a full release of liability to the Agency.

7.2 Service Provider Indemnification. Agency shall indemnify and hold the Service Provider and assigns harmless from and against any actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Agency's breach of any provision of this Agreement whether by negligent or intentional means. It is understood and agreed that this acknowledgment is given as a full release of liability to the Service Provider.

Article 8**Miscellaneous Provisions**

8.1. Exclusivity. Service Provider hereby acknowledges the Agency is the exclusive provider of the Services specified herein to the Service Provider.

8.2. Assignment. Either Party may freely assign this Agreement upon the nonassigning Party's failure to provide the written rejection, not to be unreasonably withheld by nonassigning Party, within thirty (30) days of its receipt of written Notice of assignment from the assigning Party.

8.3. Severability. The Parties agree that if any term or clause of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term or clause shall be excluded to the extent of such invalidity or unenforceability; all other terms and clauses hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term or clause shall be deemed replaced by a term or clause that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or clause.

8.4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving any effect to any choice or conflict provision of law that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

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8.5. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth in the introductory paragraph or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

8.6. Waiver. The waiver of one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

8.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns.

8.8. Entire Agreement. This Agreement and any Exhibits or Addendums attached hereto shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the Parties hereto. No modifications shall be binding unless stated in writing and signed by all Parties hereto.

8.9. Counterparts. This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.

8.10. Attorney Fees. In any proceeding to enforce the terms of this Agreement, each Party shall be responsible for their own attorney's fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorney's fees incurred.

8.11. Construction. The Parties and their respective counsel have had the opportunity to review and revise this Agreement. The Parties acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

8.12. Incorporation of Recitals and Introductory Statements. The Parties hereto acknowledge that the recitals and all introductory statements are true and correct and incorporated by reference.

8.13. Electronic Signatures. Facsimile and electronic signatures in PDF form shall be considered original signatures for the purpose of enforcing this Agreement.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the Effective Date.

Agency:
Life Line Billing Systems, LLC, d/b/a LifeQuest
Services
a Delaware limited liability company

Service Provider:
De Pere Fire Rescue Department,
a Wisconsin governmental entity

Date: _____

Date: _____

By: Michael J. Finn
Its: CEO

By: _____
Its: _____

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Billing for De Pere Fire Rescue

EXHIBIT A-1
DOCUMENTATION PROCEDURES

1. EVERY PATIENT must have the Insurance/Medicare Authorization form signed at the hospital by the patient or patient's representative.
2. EVERY Medicare or Medicaid patient that is transported from hospital to hospital or hospital to nursing home/residence must have a Physicians Certification Statement for transport completed by a doctor BEFORE the transport unless there is an acute emergency.
3. Agency does not bill for WAITING TIME for Medicare patients. Rather, the patient is billed for two separate runs.
4. Run Forms;
 - A. All documents must be written legibly.
 - B. The patient's name, address, phone number and Social Security number need to be documented on the proper form.
 - C. Record location of patient pick-up and transport destination.
 - D. Record all appropriate dispatch information. (Nature of Call)
 - E. Record all patient past history related to this emergency/non-emergency.
 - F. Record all patient complaints related to this emergency/non-emergency.
 - G. Complete a detail narrative indicating the medical necessity for transport.
 - H. Record patient's date of birth.
 - I. Record admitting/receiving doctor's name (first & last).
 - J. Obtain a copy of the hospital top/face sheet from the Emergency Department admit.
 - K. Obtain all available insurance information, including complete hospital admit form - copies of insurance cards are very helpful.
 - L. Record the responsible party for all patients.
 - M. Record all times accurately.
 - N. Record odometer readings for loaded mileage.
 - O. Record crew names, crew license levels and any specialty areas of expertise which are relevant to the patient care being provided.
 - P. Have all crew members review the form for accuracy and completeness before leaving receiving facility.
 - Q. Complete disposables billing, procedure and crew record form.
 - R. Service Provider shall keep copies of all information provided to the Agent.
 - S. Record reasons why transport by other means was contraindicated.
 - T. Record reasons why the level of service was required, i.e. ALS assessment.
 - U. Record patient condition at the time of transport including chief complaint.
 - V. Record zip code at point of pickup.
 - W. Obtain necessary Medicare and Medicaid waivers where appropriate, signed by patient or other appropriate person. *PCS and/or ABN

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Billing for De Pere Fire Rescue

EXHIBIT B-1

Healthcare Account Provisions

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by Service Provider.

1. **Healthcare Account Laws.** Health Insurance Portability and Accountability Act (HIPAA) and the Electronic Transaction, Security and Privacy Standards ("Standards") promulgated by the Department of Health and Human Services and set forth in 45 C.F.R. Parts 142, 160, 162 and 164; as well as HIPAA governing privacy of certain information ("HIPAA Privacy Rule") or the security of certain information ("HIPAA Security Rule") (collectively the "HIPAA Rules") (HIPAA, Standards and HIPAA Rules collectively the "Healthcare Account Laws").
2. **Healthcare assurances.** Agency, for the purpose of the Healthcare Accounts: (i) is a "Business Associate" under HIPAA and (ii) will perform the Services within the limits of the Healthcare Account Laws.
3. **"Services"** for Healthcare Accounts also specifically include: (i) the determination of eligibility or coverage, including coordination of benefits or the determination of cost sharing amounts, and subrogation of health benefit claims; (ii) obtaining payment under a contract for reinsurance and related health care data processing; and (iii) review of health care services with respect to coverage under a health plan or justification of charges.
4. **Return of accounts.** Service Provider must accept, without penalty to Agency, any Healthcare Account that Agency believes or has reason to believe is subject to restrictions on the use or disclosure of Protected Health Information (PHI), as defined in 45 C.F.R. § 160.103.
5. **Notification requirements.** Service Provider must immediately notify Agency in writing of its actual or reasonably conceived knowledge of any restrictions placed on the use of Agency, along with sufficient detail to allow Agency to honor such restrictions.
6. **Service Provider representations.** Service Provider "Representations" also include (i) Service Provider has and shall obtain all necessary consents under 45 C.F.R. § 164.506 (c) for all Healthcare Accounts, sufficient to permit the disclosure of PHI to Agency and to permit Agency to perform services incidental to this Agreement; (ii) that the uses and disclosures of the PHI of Healthcare Accounts are consistent and in accordance with the Service Provider's privacy policies and procedures adopted pursuant to the Standards, HIPAA and any other Applicable Laws and (iii) all uses and disclosures of the Healthcare Account information specified in this Agreement are made and authorized as part of treatment, payment and healthcare operations relating to Service Provider.
7. **Special confidentiality considerations for Healthcare Accounts.** The confidentiality considerations contained in this section apply to Healthcare Accounts only.
 - a. Agency is not prohibited by confidentiality from sending the patient or the responsible party a copy of the bill issued by Service Provider or using a copy of the bill issued by Service Provider as evidence in a court proceeding.
 - b. To the extent the Services provided to Service Provider by Agency may cause Agency to be defined as a "Business Associate" of Service Provider under the HIPAA Rules, and the Service Provider in its capacity as a "Covered Entity" as defined in the HIPAA Privacy Rule is required to comply with the HIPAA Privacy Rule or the HIPAA Security Rule, Agency shall:
 - i. not use or further disclose PHI, other than as permitted or required by this Agreement or as required by law, further provided that in any case, such use or disclosure would not constitute a violation of the HIPAA Privacy Rule if done by Service Provider;

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Billing for De Pere Fire Rescue

- ii. other than as provided for in this Agreement, use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI, and to reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that Agency creates, maintains or transmits on behalf of Agency, and provide Service Provider with any requested information regarding such safeguards;
- iii. be obligated to provide information, to make corrections or amendments to information, to respond to the written instruction or request of Service Provider; and deliver information and documentation to Service Provider as directed, in writing, by Service Provider;
- iv. promptly report to Service Provider any use or disclosure of PHI by Agency, its officers, directors, employees, agents and subcontractors and, to the extent known by Agency, report to Service Provider any use or disclosure by such persons not authorized by this Agreement and the remedial action taken by Agency with respect to such use or disclosure and provide such information to Service Provider upon written request of Service Provider, which request shall be made only in connection with an accounting request made to Service Provider under the then applicable HIPAA Standards;
- v. information regarding any unauthorized use or disclosure of PHI shall be maintained by Agency for a period of not less than six (6) years from the date of such unauthorized use or disclosures;
- vi. report to Service Provider any PHI not provided to Agency by Service Provider that Agency becomes aware;
- vii. ensure that any agents of Agency, including a subcontractor, to whom Agency provides PHI that is received from, or created or received by Agency on behalf of Service Provider, agrees to the same restrictions and conditions set forth in this section that apply to Agency with respect to such PHI;
- viii. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set (as defined in 45 C.F.R. § 164.501) in accordance with 45 C.F.R. § 164.524;
- ix. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set for amendment and incorporate any amendments to PHI as requested by Service Provider in accordance with 45 C.F.R. § 164.526;
- x. to the extent applicable to Agency, promptly make available information required for Service Provider to provide an accounting of disclosure in accordance with 45 C.F.R. § 164.528;
- xi. use and disclose the information for the proper management and administration of Agency and to carry out the legal responsibilities of FAC, including, but not limited to its duties under the FDCPA and as otherwise provided in this Agreement;
- xii. mitigate, to the extent practicable, any harmful effect that is known to Agency, of a use or disclosure of PHI by the Agency in violation of this Agreement;
- xiii. shall provide Service Provider with copies of any subcontractor or agent contracts upon written request throughout the Term;
- xiv. make PHI available to Service Provider and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request;
- xv. make Agency's internal practices, books, and records related to the use and disclosure of PHI received from, or created or received by Agency on behalf of Service Provider available to the Secretary of Health and Human Services for purposes of determining Service Provider's compliance with the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164; and

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Billing for De Pere Fire Rescue

- xvi. within thirty (30) calendar days of termination of this Agreement, if feasible, return all PHI received from, or created or received by FAC, its agents and subcontractors on behalf of Service Provider that is maintained in any form, or, if such return is not feasible, extend the protections of this section to the PHI retained by Service Provider and limit further uses and disclosure of PHI to those purposes that make the return or destruction of the PHI infeasible.
8. **Reimbursement.** Service Provider shall reimburse Agency for reasonable costs and expenses that it incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by Service Provider, its agents and representatives, the patient for whom healthcare services were provided, the responsible party on the Healthcare Account, the Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract.

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Billing for De Pere Fire Rescue

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EXHIBIT B-2

Supplemental Business Associate Provisions

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by Service Provider.

1. **Purpose.** The Parties hereby intend to provide additional protections for the privacy and the security of Protected Health Information (PHI) disclosed to Agency for Healthcare Accounts only, in compliance with the Healthcare Accounts Laws, specifically the Health Insurance Portability and Accountability Act (HIPAA), and to satisfy certain standards and requirements of HIPAA, including, but not limited to Title 45, Section 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time. If this Exhibit in any way conflicts with other provisions of the Agreement relating to Healthcare Accounts, then the stricter of the conflicting provisions shall apply.
2. **Catch-all definition.** The following terms if used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
3. **Additional definitions.** Within this Exhibit, the following meanings have been added or added to: (i) "Business Associate" means and is interchangeable with Agency; (ii) "Covered Entity" means and is interchangeable with Service Provider and (iii) PHI includes any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of a patient, the provision of health care to a patient, or the past, present or future payment for the provision of health care to a patient; (b) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient, and shall have the meaning given to such term under HIPAA Laws, including, but not limited to 45 CFR Section 164.501; and (c) is limited to the information provided and/or made available by Covered Entity to Business Associate (see 45 CFR § 160.103; 45 CFR § 501).
4. **Additional Business Associate obligations.**
 - a. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI in the performance of its obligations under the Agreement, as permitted by the Healthcare Account Laws and in compliance with the terms of this Agreement (see 45 CFR § 164.504(e)(2)(i)).
 - b. **Use and Disclosure for Management, Administration and Legal.** Business Associate is permitted to use and/or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - c. **Data Aggregation Services.** Business Associate is permitted to use and disclose PHI to provide "Data Aggregation Services," as defined by 45 C.F.R. 164.501, relating to the health care operations of Covered Entity. The Parties agree that any PHI provided to Business Associate hereunder which is later de-identified and therefore no longer identifies a patient, will no longer be subject to the provisions set forth in this Agreement.
 - d. **Nondisclosure.** Business Associate will not use or further disclose Covered Entity's PHI other than as permitted or required by this Agreement or as required by law (see 45 CFR § 164.504(e)(2)(ii)(A)).
 - e. **Express allowances.** Business Associate is expressly authorized to use the PHI for: (1) the preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided to the patients; (2) the preparation of reminder notices and documents pertaining to collections of overdue Healthcare Accounts and (3) the submission

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Billing for De Pere Fire Rescue

of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided to the patients or to appeal denials of payment for same.

- f. **Safeguards.** Business Associate shall use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as provided for by this Agreement (see 45 CFR § 164.504(e)(2)(ii)(A)).
5. **Reporting of disclosures.** Business Associate shall immediately report to Covered Entity any use or disclosure of Covered Entity's PHI not allowed by this Agreement or the Agreement that Business Associate becomes aware of (see 45 CFR § 164.504(e)(2)(ii)(C)).
6. **Business Associate's agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI (see 45 CFR § 164.504(e)(2)(D)).
7. **Availability of information to Covered Entity.** To the extent applicable, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA including, but not limited to, 45 CFR Sections 164.524 and 164.528 (see 45 CFR § 164.504(e)(2)(E) and (G)).
8. **Amendment of PHI.** To the extent Business Associate maintains PHI in a Designated Record Set, as defined by 45 C.F.R. 164-501, Business Associate shall make Covered Entity's PHI available to Covered Entity as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI pursuant to HIPAA, including, but not limited to, 45 CFR Section 164.526 and Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such PHI maintained by Business Associate (see 45 CFR § 164.504(e)(2)(F)).
9. **Internal Practices.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of the U.S. Department of Health and Human Services (HHS) for purposes of determining Business Associate's compliance with HIPAA and the HIPAA Regulations (see 45 CFR § 164.504(e)(2)(H)).
10. **Notification of Breach.** Business Associate shall notify Covered Entity as soon as commercially reasonable of any unauthorized use or disclosure of PHI or Security Incident, as defined by 45 C.F.R. 164.304 of which Business Associate becomes aware, but in no event shall Business Associate delay more than forty-eight (48) hours after discovery of a breach before notifying Covered Entity. Business Associate shall take prompt corrective action to cure any such deficiencies. In the event of a disclosure of PHI that requires notification, Covered Entity shall develop and take the lead in complying with HIPAA notification provisions, and Business Associate shall cooperate as reasonably required.
11. **Termination.** If either Business Associate or Covered Entity knows of a pattern of activity or practice of the other that constitutes a material breach or violation of the party's obligations under the provisions of this Exhibit, then Business Associate or Covered Entity shall send written notice to the other describing the other Party's failure in detail and affording that Party a thirty (30) day period in which to cure such failure. If the Party's efforts to cure such breach or end such violation are unsuccessful, the other party shall either: (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, the Party discovering the breach shall report the other's breach or violation to the Secretary of HHS (see 45 CFR § 164.504(e)(1)(ii)). Upon termination of this Agreement for any reason the Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of

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Billing for De Pere Fire Rescue

such PHI infeasible (see 45 CFR § 164.504(c)(2)(I)). Business Associate (Agency) shall also insure that any Business Associate of the Business Associate (Agency) herein complies with the terms of this section of the Agreement.

12. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The references to the specific Healthcare Account Laws referenced parenthetically at the end of certain provisions in this Agreement are used to show the legal reference upon which the provision is based upon, but shall have no legal effect that requires the referenced law to be fully incorporated herein. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances to the extent necessary to allow Covered Entity to comply with amendments to the standards and requirements of the Healthcare Account Laws.
13. **Assistance in Litigation or Administrative Proceedings.** Each Party shall make itself and any subcontractors (to the extent possible), employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to the other Party at no cost to the other Party to testify as witnesses, or as otherwise needed in the event of litigation or administrative proceedings being commenced against the other Party, its directors, officers or employees based upon claimed violation of HIPAA or other Healthcare Account Laws relating to security and privacy, except where the Party or its subcontractor, employee or agent is a named adverse to the other Party.
14. **No Third Party Beneficiaries.** Nothing expressed or implied in this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

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Billing for De Pere Fire Rescue

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EXHIBIT C

Supplemental "Request for Proposal" Provisions

The following provisions are taken from the Request for Proposal and shall take precedence over any conflicts between these provisions and the provisions set out in the main contract or other exhibits in this Agreement.

III. SCOPE OF WORK/SPECIFICATIONS

- A. The Contractor will be responsible for providing a fully comprehensive and automated medical billing and collection system compatible with ImageTrend Elite Rescue software version XX, together with comprehensive and continuous EMS provider training, technical and administrative support to the City of De Pere. De Pere Fire Rescue Department includes, but is not limited to, the emergency treatment and/or transportation of patients, community paramedicine services as well as any future EMS services such as community health and wellness as well as expanding our existing community paramedicine program. The proposed contract is intended to support the day-to-day operations, functions, and activities of the operational and management staff of De Pere Fire Rescue Department in the use, analysis, and maintenance of patient accounts including billing for services to the patient, responsible party, automotive insurance carrier and/or insurance provider. The Contractor is responsible for providing a comprehensive medical billing and collection system which will provide new solutions that meet all the requirements of Medicare, Medicaid, CHAMPUS, other governmental insurance programs such as the Affordable Care Act (ACA), and commercial insurance companies (collectively referred to as Insurance Providers). The responding proposal should list and detail services which will meet the functional requirements as set forth in this Request for Proposal (RFP).
- B. The Contractor should ensure throughout the terms of the contract that continuity of operations is ensured to protect the best interest of the City of De Pere and its EMS billing components. The Continuity Plan is the roadmap for the implementation and management of the following functions:
 1. Essential Functions – a subset of business and other organizational functions that are determined to be critical activities used to identify supporting tasks and resources that must be included in the agency's and organization's continuity planning process.
 2. Order of Succession – essential part of an agency's and organization's continuity plan to ensure that agency and organizational personnel know who assumes the authority and responsibility of the agency's and organization's leadership if that leadership is incapacitated or becomes otherwise unavailable during a continuity situation.
 3. Delegation of Authority – establish who has the right to make key decisions during a continuity situation.
 4. Continuity Facilities – alternate facilities from which an agency and organization can perform its essential functions in a threat-free environment.
 5. Continuity Communications – the availability and redundancy of critical communications systems to support connectivity to internal and external organizations, customers, and the public is vital to the success of agency and organization operations.
 6. Vital Records Management – the identification, protection and ready availability of electronic and hard copy documents, references, records, information systems, data management software and equipment needed to support essential functions during a continuity situation.

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Billing for De Pere Fire Rescue

7. Tests, Training, and Exercises – Provisions made for the identification, training, and preparedness of personnel capable of relocating to alternate facilities to support the continuation of the performance of essential functions.
 8. Devolution of Control and Direction – capability to transfer statutory authority and responsibility for essential functions from an agency's and organization's primary operating staff and facilities to other agency and organization employees and facilities, and to sustain that operational capability for an extended period.
 9. Reconstitution – the process by which surviving and/or replacement agency and organizational personnel resume normal agency operations from the original or replacement primary operating facility.
- C. The Contractor should be prepared to retrieve/receive necessary patient care reports to be billed utilizing our system wide Records Management System (RMS) with ImageTrend Elite Rescue Elite Rescue software on the agreed "start date" of the contracted collection services.
 - D. The Contractor to provide services and data input that is of the highest quality by industry standards for accuracy and completeness, which can be acquired in an economical manner and within reasonable time frames. It is expected that all services function efficiently and be fully functional and responsive to the needs of the various patients, responsible parties, insurance providers, and De Pere Fire Rescue Department. The Contractor will perform all activities, services, and deliverables under the general direction of the City of De Pere Fire Chief or his/her designee, however, the City expects the Contractor to design and make constant recommendations for improvement and/or regulatory compliance as necessary. The City requires that all services to be performed in compliance with all current applicable laws and regulations.
 - E. Contractor to provide quarterly electronic reports to the De Pere Fire Chief on areas of deficiency and identify areas where De Pere's pre-hospital personnel can improve documentation.
 - F. Patient Care Report (PCR) Processing - The Contractor to provide all labor, material and equipment, to gather all essential information for generating and processing all Patient Care Reports (electronic or hand written due to computing system failure) generated by De Pere Fire Rescue. Medical services include, but are not limited to, the emergency treatment and/or transportation of patients, as well as any future EMS services such as health and wellness or community based paramedic programs. Essential PCR information includes: patient demographics, origin and destination of transport; run times; responsible party; chief medical complaint; insurance information; technician information; type of medical assistance given; basic life support (BLS); advanced life support (ALS) and procedures performed by technicians. De Pere Fire Rescue recognizes the importance of accurate and complete PCR information. Due to the serious nature of some patient's medical condition at the time of service, De Pere Fire Rescue personnel may not be able to obtain complete and accurate PCR documentation of information required by the Contractor. To ensure generation and completeness of the PCR, the Contractor will provide appropriate training on at least an annual basis (or as needed when agreed to by both parties) to ensure that all De Pere Fire Rescue employees who are involved in medical billing process, including pre-hospital providers, will have the necessary skills, knowledge, and abilities to accurately prepare the PCR. De Pere Fire Rescue will provide facilities, equipment and supplies for Contractor for training of our members. The Contractor will be responsible for providing all training instructors and related materials. All training will be conducted at De Pere Fire Station 1, located at 400 Lewis Street in De Pere, Wisconsin. The Contractor will coordinate training and times with our Fire Chief or his/her designee. The Contractor will be responsible for providing De Pere Fire Rescue with the latest changes and modifications of the PCR as required by the applicable insurance providers or as mandated by state and federal regulations.
 - G. Proper Patient Care/Medical Necessity Documentation - The Contractor to provide annual onsite training as listed in this RFP. The Contractor will continually provide updates and feedback to the De

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Billing for De Pere Fire Rescue

Pere Fire Chief for proper demographic documentation as well as proper medical documentation for treated/transported patients. The Contractor will ensure to the greatest extent possible proper documentation of medical care rendered and medical necessity on all PCRs. In addition, De Pere Fire Rescue will have access to provide documentation of notes to all accounts.

- H. Required Verification and Missing Information Follow-up – The contractor will provide all labor, materials and equipment for verification of PCR patient information. The Contractor must gather missing patient information by, but not limited to; searching the Insurance Provider's databases for previous patient information if and as permitted; searching the Contractor's billing database; contacting the receiving medical facility; or by direct patient, family member or responsible party contact. When contact is made with the appropriate party, the Contractor should verify and correct all patient information.
- I. Required Data Entry and Claim Submission - The Contractor must be currently filing Medicare and Medicaid Claims electronically and must transmit Medicare/Medicaid claims via the required National Standard Format (NSF). The Contractor is solely responsible for all data entry functions. The Contractor's data entry personnel at their location will perform these functions. The following functions will be performed at the data entry level:
 - 1. Electronic claims filing.
 - 2. Automatic/demand claims processing with second request filing.
 - 3. Export files.
 - 4. Electronic remittance payment posting.
 - 5. Validation and editing of all data fields that are applicable to, but not limited to, the following insurance claim forms:
 - a. Blue Cross and Blue Shield
 - b. Medicare
 - c. Medicaid
 - d. CHAMPUS
 - e. HCFA-1500 for all commercial insurance carriers
 - f. Other applicable carriers including commercial insurance carriers
 - g. Any other paper submissions
- J. Customer Service - The Contractor will designate a Customer Service Representative, who will provide patient account information Monday through Friday, 8:00 a.m. through 8:00 p.m. (Central Time), excluding all Federal holidays. The Contractor will provide either a local telephone number, or a toll-free telephone number by which customers can contact the Contractor for questions and/or concerns Monday through Friday, 8:00 a.m. through 8:00 p.m. (Central Time). Escalated calls will be transferred to De Pere Fire Chief. All legal requests regarding EMS responses are to be referred to De Pere Fire Chief.
- K. Accounts Receivable and Transaction Posting - All collection, exchange or transmittal of patient information between the Contractor and De Pere Fire Rescue Department or third-party insurance providers must comply with applicable patient privacy laws, including, but not limited to, HIPAA and HITECH, upon its effective date. The Contractor will be expected to train appropriate De Pere Fire Rescue personnel on the application of, and compliance with, patient privacy laws in accordance with the training parameters set forth in this RFP. The Contractor will be responsible for providing written and electronic reports on a monthly basis on the status of all uncollected patient accounts.

The Contractor, at a minimum, will develop the following information in an electronic format for inquiry into patient accounts. Electronic information will be accessed by De Pere Fire Rescue authorized personnel using City equipment for secure remote access (secure server) for connection to the Contractor's database. The Contractor to provide electronic reports with all raw data transmitted in a format identified by the City of De Pere containing the following minimal information:

- 1. The patient's account receivable report to include:
 - a. User defined data range (accounts over thirty (30) days, Medicare, e.g.)

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Billing for De Pere Fire Rescue

- b. Beginning and ending accounts receivable balance by summary
 - c. Charges
 - d. Payments by responsible parties
 - e. Adjustments
 - f. Net total
2. Prepare a revenue analysis report which will provide current month and YTD collection information from each responsible party.
3. Prepare a payment analysis report by responsible party which details reimbursement history by procedure and/or by patient account.
4. Prepare an insurance follow-up written report by individual carrier for any outstanding and/or pending patient claims.
5. Prepare an aged patient account analysis report in summary (per selected parameters) or in detail by all responsible parties.
6. The Contractor's database will have the ability to print all code files in an alphabetic or numeric order.

The Contractor will be responsible for transaction posting to each patient account that applies to payments, adjustments, refunds/credits and resubmission of insurance provider claims. The Contractor will be required to update all patient information when patient information is found to be incorrect. The Contractor to provide electronic access to their database for De Pere Fire Rescue authorized personnel or designees, to access the following patient information:

1. Patient account inquiry of all data entry, charges for services provider, accounts receivable postings, payments, refunds/credits and any account adjustments, including, but not limited to the following:
 - a. Ability to "print" the computer screen displaying patient information.
 - b. Ability to "line item" access all patient accounts, account histories, including, but not limited to, payments, refunds/credits, adjustments and resubmissions of provider claims.
 - c. Ability to override all data fields by authorized De Pere Fire Rescue EMS Supervisory personnel.
- L. Required Rejection Follow-Up - The Contractor will be responsible for the follow-up on each medical claim for services rejected by an insurance provider (Medicare, Medicaid and CHAMPUS, commercial carriers, e.g.). The Contractor will be responsible for contacting insurance providers by telephone, mail or FAX in order to resolve each rejected claim on a claim-by-claim basis. The Contractor will be responsible for furnishing insurance providers with all requested patient information, medical information, medical documentation and the resubmission of the rejected claim. The Contractor will prepare and deliver a written report for all rejected claims detailing the reason for rejection and provide documentation on each claim resubmitted on a monthly basis.
- M. Required Entitlement Follow-Up - The Contractor will be responsible for regular follow-up on unpaid patient accounts older than thirty (30) days to ascertain the accuracy and availability of insurance information. The Contractor will send an original invoice for services provided by De Pere Fire Rescue within ten (10) working days from the receipt of PCR. The Contractor will generate and mail a statement of account to patients, responsible parties and/or insurance carriers no later than thirty (30) calendar days after the original date of service. Once accurate patient insurance information has been obtained, the only follow-up directly to the patient permitted is a notification of any insurance payment activity. If insurance denies the claim, the patient's mailed invoice must reflect this verbiage as well as a due date of thirty days (30) from the date of invoice. In all cases the Contractor will be responsible for preparing and mailing all invoices and other applicable notices. All notices, invoices and letters must be in a form approved by the City and must comply with the provisions of the Fair Debt Collection Act and any other applicable state or federal laws and regulations. Any collection efforts undertaken on behalf of De Pere Fire Rescue require the Contractor to display a professional demeanor in dealing with assigned accounts.

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DRAFT

Billing for De Pere Fire Rescue

De Pere Fire Rescue must have the ability to print all types of reports directly from the selected software. And, the ability to customize reports by changing certain fields (i.e., date ranges) and an inquiry feature to have the ability to drill-down into specific fields to obtain data.

- N. Billing Process - The Contractor should provide a comprehensive automated billing and collection system which will be compatible to all existing owned computer equipment and software. The Contractor must have the ability to interface and import with our Fire Records Management System billing extract. This billing extract should be through a secure Virtual Private Network (VPN) utilizing secure File Transfer Protocol (FTP). The Software system will be divided into three segments for clarification, the Front-End billing, the Middle billing, and the Back-end billing process. The Front-End billing process will include completion of the PCR to all responsible parties. The Middle billing process will include receiving inquiries and correspondence for the posting of payments, returned mail, and responsible party follow-up for payments. The Back-end billing process will include working with all past-due patient and responsible party's accounts. The software system will capture the necessary data that is generated from the ImageTrend Elite Rescue RESCUE software.

The Contractor will provide all responsible parties with an automatic or on a demand basis invoice (bill, statement, e.g.). De Pere Fire Rescue as elected to pursue hard collections through the efforts of a third party collection agency. The successful Vendor will be obligated to work with the collection agency that is selected by the De Pere Fire Rescue Department.

The Contractor will accept from De Pere Fire Rescue any PCR's (patient refusals, non-transport and/or medical contacts, etc.) and bill these calls at a flat rate determined by the City or Medicare. Any of these PCR's that are actually from a motor vehicle crash, or similar incident, shall be billed to the appropriate automotive or health insurance company. Efforts to obtain such automobile insurance information should be given the same attentions as obtaining medical insurance information.

- O. Front-End Billing Process – De Pere Fire Rescue will provide through our pre-hospital emergency medical technicians, completed electronic PCR's with all available medical documentation and patient information at the time of patient care. The completed PCR will be available to the Contractor through the ImageTrend Elite Rescue Bridge module of the ImageTrend Elite Rescue Software. The Contractor will be responsible for all pre-billing review, verification for proper documentation, insurance information, appropriate patient signatures and data entry from the PCR. The Contractor's collection and billing software system will provide any of the aforementioned items that are missing. The Contractor will remain responsible and is required to perform all required research and incorporate all required information into the PCR. The Contractor will provide the required information from the PCR to the responsible parties in both electronic and printed media.
- P. Middle Billing Process – De Pere Fire Rescue will provide to the Contractor all Explanations of Benefits (EOB) and correspondences pertaining to the medical billing process. The Contractor will be responsible for the posting of payments to the appropriate patient account, updating insurance information on individual patient accounts, insurance claim processing and general patient account notations. The Contractor will be responsible for all inquiries and resolution of responsible party denials and rejections. The Contractor will contact the appropriate responsible party for the resolution, correction and resubmission of any patient billing. If the billing can be handled verbally, the billing will be updated and submitted for payment to the responsible party. If the responsible party requires resubmission of the billing, the Contractor will update the billing information and resubmit the billing to the appropriate responsible party for processing. In the event the billing is denied for any reason, except failure to bill in a timely fashion, the bill will become non-collected and disposed of accordingly. The Contractor will be responsible for all responsible party mail and correspondence returned or rejected by the United States Postal Service pertaining to all medical billings. The Contractor will research, correct, and resubmit all mail and correspondences to the proper responsible party. The Contractor will provide all required office, postage supplies, to include postage costs and pre-paid overnight delivery services envelopes (i.e. FEDEX, DHL or UPS). De

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Billing for De Pere Fire Rescue

Pere Fire Rescue reserves the right to write off any bill for service that is in their best interest not to process for payment.

- Q. Patient Refunds - The Contractor will prepare and electronically deliver monthly reports of all responsible party billings which reflect an overpayment. The Contractor will process all refunds / requests and appropriately note such refunds on the report in the same method as a deposit would be noted. All refunds must meet the medicare refund 60 day rule. Any penalties, interest, or fees resulting from violation of the medicare 60 day rule will be the sole responsibility of the Contractor.
- R. Statistical Reporting - The Contractor will generate and deliver all statistical raw data and reports in Microsoft Excel format, which will be utilized by De Pere Fire Rescue authorized personnel, using City computer equipment for secure connection to the Contractor's medical billing and collection system. De Pere Fire Rescue must have the ability to electronically access the Contractor's billing software 24 hours/day. The Contractor will be responsible for the preparation and remittance of statistical information and reports through an electronic format which will be compatible to both the Contractor and the City of De Pere's computer systems and software. All statistical reports will include all raw data in Microsoft Excel.
- S. The Contractor must provide De Pere Fire Rescue with a series of reports to reflect the financial information regarding collections. The Contractor will disseminate these reports on a monthly basis. Monthly collection reports shall be available electronically to the department by the 10th of the subsequent month. The Contractor should be prepared to disseminate any special reports requested by the Department. Annually, the Contractor will appear at the De Pere Common Council meeting in the month of February to provide an annual verbalized comprehensive billing report and respond to Aldermanic questions.

The following list of reports is the required minimum:

- 1. Collection Statistics - Gross billings by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debts or authorized write offs. The required format would have a minimum of four (4) columns as follows:
 - a. Transport Month
 - b. Gross billed in transport month
 - c. Total collected in transport month
 - d. Percentage of Clean Claims processed
- 2. Insurance Report -- The portion of the actual collections and the accounts receivable, detailed by self pay, Medicaid, Medicare and private insurance.
- 3. Monthly Payment Report - The credits and/or debits posted to the accounts receivable during the month. This is a report that will be used by De Pere Fire Rescue and Finance Department in order to manage the Revenue Recovery program. The report must show the following information, at a minimum.
 - a. Date of Service
 - b. Date of Deposit
 - c. Last four digits of Patient's Social Security Number
 - d. Ambulance Unit Number
 - e. Agency Name for the ambulance
 - f. Agency Name for the driver
 - g. Agency Name for the attendant in charge of patient care
 - h. Credit/Debit Amount
 - i. Payment Type (Insurance or Self Pay)
 - j. Total Monthly payment for each patient
 - k. Account Number

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Billing for De Pere Fire Rescue

4. Monthly Collection Summary – The monthly payments by original transport month. The columns will be:
 - a. Incident Month
 - b. Total billings for month
 - c. Total collected for month
 - d. Total Percentage of collections for month
5. Total Billings by Incident Month - The cumulative number of gross billings and percentages for each month, broken down by payer type (Private, Medicare, Medicaid, Anthem, and other insurance).
6. Accounts Receivable – An over-due bill report of the amount owed by all transported patients at the end of the month. The format will be:
 - a. Gross billings since inception
 - b. Less: Payments since inception
 - c. Less: Approved adjustments and write-offs since inception
 - d. Ending balance of accounts receivable
 - e. All past due accounts greater than 90 days and 180 days.
7. Adjustments and Write-Offs – Regarding the details of the above, the report must show:
 - a. Date of Service
 - b. Last four digits of Patient's Social Security Number
 - c. Adjustment or write-off payment (1 Account type – Rc: Bank, Death)
 - d. Passport
 - e. The cumulative total
8. Billing and Demographics Report
 - a. Date of Service
 - b. Last four digits of Patient's Social Security Number
 - c. Patients account number
 - d. Incident date
 - e. Amount billed
 - f. The monthly totals

Additionally, this report must summarize the monthly billing activity as follows:

- g. Number of ALS billings and amount billed
 - h. Number of BLS billings and amount billed
 - i. Number of mileage billing and amount billed
 - j. Medical Denial and Reason for denial
 - k. Responsible Party billing
9. Payment Percentages – Document percentages of responses which have received a payment. Column headings should be:
 - a. Transport month and year
 - b. Total patient transported
 - c. Number not making payments
 - d. Number making payments
 - e. Percent making a payment
 10. Refund Listing – Posted – Will be included in the monthly report.
Non-posted – Will require a monthly report. This is in order to maintain accuracy of the Revenue Recovery program.
 11. Error Report - If the requirements of Section I. have not been met, then a weekly report should be provided to De Pere Fire Rescue for any additions or corrections to appropriately be billed.
 12. Export Report – Daily report of PCRs that have received errors, duplicates and non-billable items.

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Billing for De Pere Fire Rescue

- 13. Queuing Report – A bill generated that cannot be billed i.e., John Doe and Jane Doe.
- T. Subcontracting – No portions of the work shall be assigned to a subcontractor without the prior written consent of the City.
- U. Write-off of Delinquent Accounts – Write-offs of any kind, including amounts transferred to the collection agency, must be submitted to the Department. The Department will request approval from the City Council before any action can be taken regarding write-offs. The responsibility of collection efforts on delinquent accounts over 120 days may be taken back by the City for transfer to a collection service.

V. GENERAL TERMS AND CONDITIONS

- A. **Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. **Assignment of Contract:** The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.
- C. **Change Orders:** Change orders must be approved by the City prior to work being performed.
- D. **Copyrights and Patent Rights:** The contractor certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at their own expense, defend any and all actions or suits charging such infringement, and will hold the City of De Pere, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- E. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the contractor shall be liable to the City for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- F. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the City.
- G. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the State of Wisconsin. Disputes arising out of this contract shall be resolved in the Courts of the State of Wisconsin, in and for Brown County.
- H. **HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, and Contractor's Contractors in the performance and furnishing of Contractor's services under this contract.

To the fullest extent permitted by law, Contractor's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Contractor or Contractor's subcontractor and in part by the negligence of City or any other negligent entity or

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Billing for De Pere Fire Rescue

individual, shall not exceed the percentage share that Contractor's or Contractor's subcontractor negligence bears to the total negligence of City, Contractor and all other negligent entities and individuals.

- I. **The Contractor shall hold harmless and indemnify the City, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.**
- J. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the City given in the same manner and form as the original signing of the contract.
- K. **Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- L. **Proprietary Information:** Trade secrets or proprietary information submitted by a Contractor in connection with a procurement transaction or prequalification application submitted are not subject to the Public Records Law; however, Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Contractor acknowledges that, as the Contractor to the City of De Pere, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by City. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Contractor for its reasonable costs incurred in complying with this paragraph. Contractor further agrees to indemnify City from all costs City incurs should Contractor fail to comply with these requirements.
- M. **References:** If requested, the contractor shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by contractors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the contractor.
- N. **Waiver of One Breach Not Waiver of Others:** No waiver by the City or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Dennis L. Rubin, Fire Chief

Date: June 13, 2016

Re: Request to establish a contract with a new EMS Ambulance Billing Company

The Fire & Rescue Department would like to respectfully request permission to select a new EMS Ambulance Billing Agency. The current contract with EMS Medical Billing Associates, LLC of Milwaukee, WI will expire on September 20, 2016. In order to secure the best agreement possible at the lowest attainable cost to our taxpaying citizens, the Fire Rescue Department prepared and distributed a Request for Proposal. The RFP was distributed to all known EMS Billing Agencies that we could identify. Approximately eight (8) vendors were contacted with the request to respond to the Department's RFP for services. After a three (3) week response cycle, four bonafide companies provided the Department with sealed bids to consider in response to the RFP. The sealed bids were opened on Friday, June 3, 2016 at 3:00 pm. The range of pricing was from a low bid of 4.5% of net collections to a high of 11.27% of net collections. Please see "Attachment A" for the Bid Tabulations to include the company, their location (city and state) and the cost of the contract expressed in a percentage payment for net billing collections.

After considerable discussion and debate, the EMS Medical Billing Team (consisting of Assistant Chief Al Matzke, Lieutenant Dan Gatz, Administrative Assistant Lea Taylor and Chief Dennis Rubin) selected LifeQuest of Wautoma, Wisconsin to be recommended to the City Council for selection as the next ambulance billing company for the City of De Pere. By all measure, LifeQuest is the best qualified ambulance billing agency that meets our needs at the lowest achievable cost to the City. The Team conducted an exhaustive review of the four (4) proposal packages (see cost and use comparison chart "Attachment B") to make our decision. We've also attached the Life Line Billing Systems, LLC Service Agreement as "Attachment C." The reasons why this company is being recommended to the Finance & Personnel Committee is as follows:

1. **Price point** – The LifeQuest proposal offers the lowest percentage payment per net collections at 4.5%.
2. **Customer satisfaction** – This was the next factor considered with all three (3) checked references providing glowing recommendations of the collection work that LifeQuest has performed. The three comparable Wisconsin Fire Departments that were contacted are:
 - a. Racine
 - b. Oshkosh
 - c. Ashwaubenon

3. **Employee/Provider Training** – Perhaps the most critical element to ensure that a response agency receives the maximum reimbursement for services is the initial and on-going ambulance billing training of the EMS providers. This appears to be a strength of LifeQuest ambulance billing services.
4. **Consultant/Advocacy** – According to fire department references that were checked, LifeQuest will make recommendations, when appropriate, to provide advice and guidance to increase ambulance billing collections. It was best described as an advocate to enhance accounts receivable reflecting back to collecting the maximum reimbursement for our services.
5. **Home Office Location** – This was not a critical determining factor in the selection process. However, we believe that there will be value to the City having our billing agency in near proximity to De Pere. There will be a lot of administrative work and collaboration to make the transition from one billing service to a new one. Having our vendor in Wautoma will make this needed coordination easier for both parties.

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve our request to contract with LifeQuest for ambulance billing services with the transition date of contract to start on or near September 21, 2016 and a payment rate of 4.5% of net payments received by the City.

Attachment A

**CITY OF DE PERE - FIRE RESCUE DEPARTMENT
F-02-2016
EMERGENCY MEDICAL BILLING SERVICES**

**TABULATION OF BIDS
BID OPENING: JUNE 3, 2016 at 3:00 P.M. AT FIRE STATION #1**

<u>SUPPLIER NAME & LOCATION</u>	<u>BID AMOUNT</u>
1. LifeQuest Services Wautoma, WI	4.5% of net
2. Ambulance Medical Billing Paducah, KY	5.0% of net
3. Amerik Medical Billing Lake Forest, CA	5.9% of net
4. EMS Medical Billing Associates, LLC Milwaukee, WI	11.27% of net

Attachment B

**DE PERE FIRE RESCUE DEPARTMENT
EMS BILLING COMPARISON
JUNE 3, 2016**



DETERMINING FACTORS	LIFEQUEST	AMB	AMERIK	EMS MEDICAL BILLING
Cost	4.5% net	5.0% net	5.9% net	11.27% net
Location	Wautoma, WI	Paducah, KY	Lake Forest, CA	Milwaukee, WI
Current User's Evaluation	Racine - very satisfied; Oshkosh - very satisfied; Ashwaubenon - very satisfied, using for over 10 yrs, good customer service	Left messages - no one on the vendor contact list was available at the time this report was prepared	W. Haven - satisfied; Rutherford - using for 3 mths, smooth transition, pleased with analytical data	De Pere Fire Rescue - not satisfied with service
Internal Collection Service	Yes	Unable to determine	Yes	No
Employee/Provider Training	On site, comprehensive on demand	On site, comprehensive on demand	On site, comprehensive on demand	De Pere's experience - inadequate training
Sample Monthly Reporting	Yes	Yes	Yes	Yes
Interface with Image Trend (Panasonic)	Yes	Yes	Yes	Yes
Transition/Implement Plan	Detailed Plan - 30 days	No	Detailed plan	No
Customer Service	Yes	Yes	Yes	Yes
HIPPA Compliant	Yes	Yes	Yes	Yes
Face to Face Annual Report to Council	Not described in response	Not described in response	Not described in response	Not described in response
Consultant/Advocacy to increase collections	Yes	Yes	Yes	Yes

Attachment C

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LIFE LINE BILLING SYSTEMS, LLC.

SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is entered into this First (1st) day of October, 2016, ("Effective Date") by and between De Pere Fire Rescue Department, a governmental entity duly organized and existing under the laws of the State of Wisconsin, whose notice address is 400 Lewis Street De Pere, WI 54115 ("Service Provider") and Life Line Billing Systems, LLC, d/b/a LifeQuest Services, a limited liability company duly organized and existing under the laws of the State of Delaware, whose notice address is N2930 State Road 22, Wautoma, WI 54982 ("Agency") (Service Provider and Agency are generically referred to herein as "Party" and/or "Parties"). This Agreement shall replace any other agreement(s) for the same services currently in effect.

Article 1

Recitals

1.1 Service Provider Operations. Service Provider is engaged in the business of providing emergency medical services and is desires to receive Services from Agency.

1.2 Agency Operations. Agency is engaged in the business of providing a customized billing, payment collecting and data management system and desires to provide billing, payment collecting and data management services for Service Provider.

1.3 Consideration. In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree to the terms of this Agreement.

1.4 Definitions. Words with initial capital letters that are not proper names are either defined within the text of this Agreement or specifically as follows:

"Breach" shall mean the failure by one Party to perform any obligation set forth in this Agreement having an effect on the other Party. (A "Material Breach" of contract is a breach that strikes so deeply at the heart of the contract that it renders the agreement "irreparably broken" and defeats the purpose of making the contract in the first place.)

"Default Accounts" means Patient Accounts that are delinquent and considered in default by the Service Provider - the collection of which is by a third party and must be performed in accordance with the Fair Debt Collection Practices Act.

"Healthcare Accounts" means any Patient Accounts that are provided by a Service Provider that is regulated by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requiring additional obligations, warranties and covenants by the Parties that are referenced in this Agreement and within the incorporated and attached Exhibit B-1.

"Patient Accounts" means the accounts receivable that result from a patient's receipt of ambulance and/or rescue services and include accounts not in default and in default.

1.5 Account Status. Agency provides billing services for Service Provider on Patient Accounts that are not in default and other services as provided in this Agreement.

Article 2

Services

Agency shall supply the customized billing and data management services for Patient Accounts to the Service Provider as detailed in this Article ("Services").

2.1. Agency Processing. Agency shall supply reports and do the billing through its employees.

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Billing for De Pere Fire Rescue

2.2. Insurance Processing. Agency shall process insurance claims generated by the appropriate carriers of patients, who have provided the necessary information for insurance filings.

2.3. Inquiries. Agency shall handle and respond to all inquiries concerning the Patient Accounts by patients, insurance companies and Service Provider. Service Provider shall assist Agency with any inquiries related to the services provided by the Service Provider. Agency shall provide a toll-free telephone number for patient and Service Provider inquiries.

2.4. Software. Agency shall implement software upgrades as required by changes in the law and/or national insurance standards.

2.5. Reports. Agency shall create and review monthly reports for the internal analysis of factors affecting the collecting performance of the Patient Accounts and present the information to the Service Provider upon the detection of any means available to improve the efficiency of collecting those accounts.

Article 3**Obligations of Service Provider**

3.1. Pre-Screening. Service Provider shall be responsible for the accuracy of the original data regarding the Patient Accounts delivered to the Agency as further detailed in Exhibit A-1 attached hereto and incorporated by reference.

3.2. Validity of Accounts. Service Provider represents and warrants to Agency that all Patient Account debts are valid, legally enforceable debts, and in compliance with any corresponding state or federal law ("Laws and Regulations"). Upon request by the Agency, Service Provider shall provide specific assurance of validity in accordance with the Laws and Regulations.

3.3. Notification Requirements. Service Provider must immediately notify Agency in writing of its actual, constructive or reasonably conceived knowledge of any of the following events: (i) any patient of Service Provider files bankruptcy, is represented by an attorney or has submitted a dispute(s) regarding any Patient Account to the Service Provider or is the subject of a complaint or a cease and desist notification by debtor during the time in which Agency is providing Services to the Patient Account (collectively referred to as "Consumer Actions") and (ii) Service Provider receives any direct or indirect payment on a Patient Account or a returned check on any such payment during the time in which Agency is providing services to the Service Provider.

3.4. Service Provider Representations. Service Provider represents and agrees that: (i) the Patient Accounts are in "Default," if and when Agency has completed performance of its billing services; (ii) if the date of Default is not specifically defined in the contract between the Service Provider and the Consumer, the Service Provider can, and if legally necessary will provide evidence to show the Patient Account is in Default; (iii) there have been no Consumer Actions pertaining to any Patient Account that was received or known by Service Provider prior to the Patient Account's placement with Agency; (iv) Service Provider has not placed any Patient Accounts in violation of the state law of the state in which the recipient of the ambulance and rescue service resides; (v) Service Provider will not request Agency to add any fees to any Patient Accounts, unless specifically authorized in the contract between the Service Provider and the recipient of the service or allowed by the state law where the patient resides; (vi) Service Provider has obtained all the necessary consents to contact the patient at the contact information provided by Service Provider to Agency and (vii) Service Provider shall provide Agency with information which is necessary for Agency to perform its obligations under this Agreement (collectively referred to as "Representations").

3.5. Ceasing collections. Service Provider has the right to have Agency cease billing of any Patient Account upon Agency's receipt of written Notice from Service Provider.

Article 4**Term**

4.1. Initial Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of Twelve (12) months ("Initial Term").

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Billing for De Pere Fire Rescue

4.2. Renewal. Upon the expiration of the Initial Term and unless otherwise Terminated, this Agreement shall be automatically extended and consecutively renewed for up to four (4) more Twelve (12) month terms (each shall be generically referred to herein as "Subsequent Term(s)") (the Initial Term and Subsequent Term(s) shall be jointly referred to as "Term").

4.3. The City has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

4.4. Termination. This Agreement shall terminate as provided in this section ("Termination"). The date of termination is defined within each subsection ("Termination Date").

4.4.1. Written Notice. Any Party May terminate this Agreement at the end of a Term by giving written Notice to the other Parties at least thirty (30) days prior to the end of such Term. The Termination Date shall be the last day of such Term.

4.4.2. Discontinuance of Business. This Agreement shall terminate in the event the Agency discontinues the operation of its business. The Termination Date shall be the last day of the month in which Agency ceases operations.

4.4.3. Breach of Contract. A non-breaching Party ("Non-Breaching Party") may immediately terminate this Agreement upon the allegedly breaching Party's ("Breaching Party") Material Breach. For failure to cure any other breach within thirty (30) days of receipt of Non-Breaching Party's written notice sufficiently setting forth the breach shall be deemed a Material Breach.

4.4.4. Failure of Performance. Except in the event of a Material Breach, the failure by either Party to perform any of their obligations hereunder shall not be deemed a breach of this Agreement unless the Party gives the Party failing to perform written Notice of such failure to perform.

4.5. Effect of Termination. The Parties agree that upon Termination of this Agreement for any reason, Agency shall be entitled to receive any accrued but unpaid Fees through the Termination Date and the rights and obligations of Section 4.5 and Articles 6-8 pertaining to confidentiality shall survive Termination and continue in full force and effect.

4.5. Additional Services. Service Provider agrees to pay Agency at a rate of Seventy-five and no/100 Dollars (\$75.00) per hour in Payment Terms for any Services rendered after the Termination Date with the approval in writing by the Service Provider thereby agreeing to any additional services for Agency to be compensated under this provision.

Article 5**Fees**

5.1 Fees. Service Provider shall pay Agency the fees set forth in this Article ("Fees").

5.1.1. Phase One. 4.50% of the Customer Accounts collected. ("Phase One").

5.1.2. Reasonable Costs. The Service Provider shall compensate the Agency for all reasonable costs incurred by the Agency which are required in special instances to properly provide its services that are agreed upon in advance by the Service Provider. All fees, if any, which the Agency proposes to, charge that are above and in addition to the fixed percentage fee shown above must be itemized and thoroughly explained in an attachment to the proposal.

5.2 Collected Patient Fees. Agency shall make regular deposits of all payments received into a checking account established for the Service Provider by the Agency for the depositing of Fees collected on behalf of the Service Provider and to provide regularly scheduled payments to Service Provider and Fees to the Agency. The Agency will also manage and oversee all business activities related to the checking account and the posting of payments to proper Patient Accounts. Agency shall have the authority to manage the Checking Account, including without limitation stopping payments on refund checks or revenue checks that have not been cashed within a reasonable period of time. Service Provider further agrees to execute any such documents at each banking institution necessary to authorize the rights granted to Agency herein.

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Billing for De Pere Fire Rescue

5.3 Payment of Fees. Service Provider and Agency agree to manage the payment of Fees in accordance with the provisions of this section.

5.1.3. Payments. Agency shall provide monthly payments from the Checking and/or Trust Account to the Service Provider.

5.1.4. Payment Procedure. Service Provider authorizes electronic transfer of Agency fees when electronic transfer of Service Provider payment is made from the checking and/or trust account at the time of the month end reporting provided by Agency ("Due Date"). Any Fees not paid by the Due Date shall be subject to a late charge of twelve percent (12%) per annum or the highest rate allowed by applicable law. Service Provider acknowledges that its failure to authorize Fees to the Agency upon receipt of month end reports constitutes a breach of this Agreement. Service Provider grants Agency a lien on the Checking and/or Trust Account until the Fee is received by Agency. In addition, Service Provider shall be responsible for all costs of collection, including reasonable attorney's fees incurred in enforcing this Section ("Payment Terms").

5.1.5. Electronic Funds Transfer. When a check is used by Service Provider for Agency's payment, the Service Provider authorizes Agency to either use information from any check received by Agency to make a one-time EFT from the applicable account or to process the payment as a check transaction. When Agency uses an EFT, funds may be withdrawn from the applicable account as soon as the same day Agency receives payment and Service Provider will not receive a cancelled check back from its financial institution.

Article 6**Confidential Information**

The Service Provider hereby acknowledges that it shall have access to Agency's Confidential Information. Service Provider acknowledges that Agency's obligations under this Agreement are expressly contingent on Service Provider's compliance with this article. Service Provider expressly recognizes that: (i) the efficacy and profitability of Agency's business is dependent in part upon Service Provider's protection of Agency's Confidential Information; (ii) Service Provider may already possess Confidential Information which Agency desires to protect and (iii) in receiving Services, Service Provider may be provided access to and/or gain knowledge of Agency's Confidential Information as defined below.

6.1. Nondisclosure. To ensure the continued confidentiality of the Confidential Information, Service Provider shall not, during the Term of this Agreement or for a period of twenty-four (24) months after Termination of this Agreement, disclose to or use, for any other person or entity, directly or indirectly, any of Agency's Confidential Information, except as such disclosure or use is expressly authorized by Agency in writing, as permitted by law or is reasonably required in connection with performance of this Agreement.

6.2. Property. All Confidential Information and all Agency's files, reports, materials, records, documents, notes, memoranda and other items and any originals or copies thereof, which Service Provider either is provided, prepares, uses or simply acquires during the Term of this Agreement ("Property") are, and shall remain, the sole and exclusive property of the Agency and shall not be removed from Agency's and Service Provider's premises or disclosed to any other party without the prior written consent of Agency.

6.3. Confidential Information. As used herein, the term "Confidential Information" means any and all information relating directly or indirectly to Agency that is not generally ascertainable from public or published information or trade sources including, without limitation, all information concerning copyrighted materials, patented materials, contracts, forms, research, product information, services and pricing of services, patient data and any information protected by any state or federal privacy laws or regulations, which is or was disclosed to Service Provider, or known by Service Provider as a consequence of or through Service Provider's relationship with Agency.

CONFIDENTIAL

Billing for De Pere Fire Rescue

6.4. Remedies. In the event of a breach of any covenant in this article, it is understood and agreed that Agency shall be entitled to injunctive relief, as well as all applicable remedies at law or in equity, available to Agency against the Service Provider and any such breach shall be a Material Breach.

6.5. Return of Confidential Information. Service Provider agrees, immediately upon the Termination of this Agreement, to make a diligent search for any and all Property belonging to Agency and other property which may contain Agency's Confidential Information and return to Agency or destroy the material as directed prior to, or upon, the Termination of this Agreement.

6.6. Applicable Law. The Parties shall comply with all applicable laws, including, without limitation, HIPAA and the additional requirements for any Healthcare Accounts as further detailed in Exhibit B-1 and Exhibit B-2 attached hereto and incorporated by reference.

6.7. Indemnification Regarding Open Records. Agency understands that the Service Provider must comply with public records laws, and the Agency may from time to time be the custodian of Service Provider's records subject to disclosure. Agency agrees to provide Service Provider with any public records it requests that do not fall under the protection of the HIPAA within seven (7) days after the Service Provider requests the same in writing.

Article 7**Indemnification**

7.1 Agency Indemnification. Service Provider shall indemnify and hold the Agency and assigns harmless from and against any actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Service Provider's breach of any provision of this Agreement whether by negligent or intentional means causing an incident where recovery is sought including, but not limited to, actions arising out of the failure of the Service Provider to fully, completely, accurately and adequately report, for purposes of the Agency's collection attempt of a Customer Account. It is understood and agreed that this acknowledgment is given as a full release of liability to the Agency.

7.2 Service Provider Indemnification. Agency shall indemnify and hold the Service Provider and assigns harmless from and against any actions, causes of actions, claims, demands, damages, costs, loss of services, expenses, compensation and attorney's fees incurred or suffered as a result of the Agency's breach of any provision of this Agreement whether by negligent or intentional means. It is understood and agreed that this acknowledgment is given as a full release of liability to the Service Provider.

Article 8**Miscellaneous Provisions**

8.1. Exclusivity. Service Provider hereby acknowledges the Agency is the exclusive provider of the Services specified herein to the Service Provider.

8.2. Assignment. Either Party may freely assign this Agreement upon the nonassigning Party's failure to provide the written rejection, not to be unreasonably withheld by nonassigning Party, within thirty (30) days of its receipt of written Notice of assignment from the assigning Party.

8.3. Severability. The Parties agree that if any term or clause of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term or clause shall be excluded to the extent of such invalidity or unenforceability; all other terms and clauses hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term or clause shall be deemed replaced by a term or clause that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or clause.

8.4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving any effect to any choice or conflict provision of law that would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

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Billing for De Pere Fire Rescue

8.5. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if given: (i) in writing and personally delivered; (ii) sent by certified mail, postage prepaid, to the address set forth in the introductory paragraph or other notice address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered on the day of personal or courier delivery; (iii) via electronic mail to an electronic mail address as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's confirmation of receiving Party's receipt of electronic notice or (iv) via electronic facsimile transmission to the name, address and facsimile number of the receiving Party as designated in writing between the Parties prior to delivery and shall be effective and duly delivered upon the sending Party's receipt of confirmation ("Notice").

8.6. Waiver. The waiver of one Party of a breach of any provision of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach.

8.7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns.

8.8. Entire Agreement. This Agreement and any Exhibits or Addendums attached hereto shall be deemed to express, embody and supersede all previous understandings, agreements and commitments, whether written or oral, between the Parties hereto with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the Parties hereto. No modifications shall be binding unless stated in writing and signed by all Parties hereto.

8.9. Counterparts. This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.

8.10. Attorney Fees. In any proceeding to enforce the terms of this Agreement, each Party shall be responsible for their own attorney's fees, unless otherwise stated in this Agreement, or if an action brought forth is deemed frivolous by a court of law, in which case the Party bringing the frivolous action shall be responsible for any attorney's fees incurred.

8.11. Construction. The Parties and their respective counsel have had the opportunity to review and revise this Agreement. The Parties acknowledge that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

8.12. Incorporation of Recitals and Introductory Statements. The Parties hereto acknowledge that the recitals and all introductory statements are true and correct and incorporated by reference.

8.13. Electronic Signatures. Facsimile and electronic signatures in PDF form shall be considered original signatures for the purpose of enforcing this Agreement.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the Effective Date,

Agency:

Life Line Billing Systems, LLC, d/b/a LifeQuest
Services
a Delaware limited liability company

Date: _____

By: Michael J. Finn
Its: CEO

Service Provider:

De Pere Fire Rescue Department,
a Wisconsin governmental entity

Date: _____

By:
Its:

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Billing for De Pere Fire Rescue

EXHIBIT A-1**DOCUMENTATION PROCEDURES**

1. EVERY PATIENT must have the Insurance/Medicare Authorization form signed at the hospital by the patient or patient's representative.
2. EVERY Medicare or Medicaid patient that is transported from hospital to hospital or hospital to nursing home/residence must have a Physicians Certification Statement for transport completed by a doctor BEFORE the transport unless there is an acute emergency.
3. Agency does not bill for WAITING TIME for Medicare patients. Rather, the patient is billed for two separate runs.
4. Run Forms:
 - A. All documents must be written legibly.
 - B. The patient's name, address, phone number and Social Security number need to be documented on the proper form.
 - C. Record location of patient pick-up and transport destination.
 - D. Record all appropriate dispatch information. (Nature of Call)
 - E. Record all patient past history related to this emergency/non-emergency.
 - F. Record all patient complaints related to this emergency/non-emergency.
 - G. Complete a detail narrative indicating the medical necessity for transport.
 - H. Record patient's date of birth.
 - I. Record admitting/receiving doctor's name (first & last).
 - J. Obtain a copy of the hospital top/face sheet from the Emergency Department admit.
 - K. Obtain all available insurance information, including complete hospital admit form - copies of insurance cards are very helpful.
 - L. Record the responsible party for all patients.
 - M. Record all times accurately.
 - N. Record odometer readings for loaded mileage.
 - O. Record crew names, crew license levels and any specialty areas of expertise which are relevant to the patient care being provided.
 - P. Have all crew members review the form for accuracy and completeness before leaving receiving facility.
 - Q. Complete disposables billing, procedure and crew record form.
 - R. Service Provider shall keep copies of all information provided to the Agent.
 - S. Record reasons why transport by other means was contraindicated.
 - T. Record reasons why the level of service was required, i.e. ALS assessment.
 - U. Record patient condition at the time of transport including chief complaint.
 - V. Record zip code at point of pickup.
 - W. Obtain necessary Medicare and Medicaid waivers where appropriate, signed by patient or other appropriate person. *PCS and/or ABN

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EXHIBIT B-1**Healthcare Account Provisions**

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by Service Provider.

1. **Healthcare Account Laws.** Health Insurance Portability and Accountability Act (HIPAA) and the Electronic Transaction, Security and Privacy Standards ("Standards") promulgated by the Department of Health and Human Services and set forth in 45 C.F.R. Parts 142, 160, 162 and 164; as well as HIPAA governing privacy of certain information ("HIPAA Privacy Rule") or the security of certain information ("HIPAA Security Rule") (collectively the "HIPAA Rules") (HIPAA, Standards and HIPAA Rules collectively the "Healthcare Account Laws").
2. **Healthcare assurances.** Agency, for the purpose of the Healthcare Accounts: (i) is a "Business Associate" under HIPAA and (ii) will perform the Services within the limits of the Healthcare Account Laws.
3. **"Services"** for Healthcare Accounts also specifically include: (i) the determination of eligibility or coverage, including coordination of benefits or the determination of cost sharing amounts, and subrogation of health benefit claims; (ii) obtaining payment under a contract for reinsurance and related health care data processing; and (iii) review of health care services with respect to coverage under a health plan or justification of charges.
4. **Return of accounts.** Service Provider must accept, without penalty to Agency, any Healthcare Account that Agency believes or has reason to believe is subject to restrictions on the use or disclosure of Protected Health Information (PHI), as defined in 45 C.F.R. § 160.103.
5. **Notification requirements.** Service Provider must immediately notify Agency in writing of its actual or reasonably conceived knowledge of any restrictions placed on the use of Agency, along with sufficient detail to allow Agency to honor such restrictions.
6. **Service Provider representations.** Service Provider "Representations" also include (i) Service Provider has and shall obtain all necessary consents under 45 C.F.R. § 164.506 (c) for all Healthcare Accounts, sufficient to permit the disclosure of PHI to Agency and to permit Agency to perform services incidental to this Agreement; (ii) that the uses and disclosures of the PHI of Healthcare Accounts are consistent and in accordance with the Service Provider's privacy policies and procedures adopted pursuant to the Standards, HIPAA and any other Applicable Laws and (iii) all uses and disclosures of the Healthcare Account information specified in this Agreement are made and authorized as part of treatment, payment and healthcare operations relating to Service Provider.
7. **Special confidentiality considerations for Healthcare Accounts.** The confidentiality considerations contained in this section apply to Healthcare Accounts only.
 - a. Agency is not prohibited by confidentiality from sending the patient or the responsible party a copy of the bill issued by Service Provider or using a copy of the bill issued by Service Provider as evidence in a court proceeding.
 - b. To the extent the Services provided to Service Provider by Agency may cause Agency to be defined as a "Business Associate" of Service Provider under the HIPAA Rules, and the Service Provider in its capacity as a "Covered Entity" as defined in the HIPAA Privacy Rule is required to comply with the HIPAA Privacy Rule or the HIPAA Security Rule, Agency shall:
 - i. not use or further disclose PHI, other than as permitted or required by this Agreement or as required by law, further provided that in any case, such use or disclosure would not constitute a violation of the HIPAA Privacy Rule if done by Service Provider;

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Billing for De Pere Fire Rescue

- ii. other than as provided for in this Agreement, use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI, and to reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that Agency creates, maintains or transmits on behalf of Agency, and provide Service Provider with any requested information regarding such safeguards;
- iii. be obligated to provide information, to make corrections or amendments to information, to respond to the written instruction or request of Service Provider; and deliver information and documentation to Service Provider as directed, in writing, by Service Provider;
- iv. promptly report to Service Provider any use or disclosure of PHI by Agency, its officers, directors, employees, agents and subcontractors and, to the extent known by Agency, report to Service Provider any use or disclosure by such persons not authorized by this Agreement and the remedial action taken by Agency with respect to such use or disclosure and provide such information to Service Provider upon written request of Service Provider, which request shall be made only in connection with an accounting request made to Service Provider under the then applicable HIPAA Standards;
- v. information regarding any unauthorized use or disclosure of PHI shall be maintained by Agency for a period of not less than six (6) years from the date of such unauthorized use or disclosures;
- vi. report to Service Provider any PHI not provided to Agency by Service Provider that Agency becomes aware;
- vii. ensure that any agents of Agency, including a subcontractor, to whom Agency provides PHI that is received from, or created or received by Agency on behalf of Service Provider, agrees to the same restrictions and conditions set forth in this section that apply to Agency with respect to such PHI;
- viii. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set (as defined in 45 C.F.R. § 164.501) in accordance with 45 C.F.R. § 164.524;
- ix. to the extent applicable to Agency, promptly make available PHI in the Designated Record Set for amendment and incorporate any amendments to PHI as requested by Service Provider in accordance with 45 C.F.R. § 164.526;
- x. to the extent applicable to Agency, promptly make available information required for Service Provider to provide an accounting of disclosure in accordance with 45 C.F.R. § 164.528;
- xi. use and disclose the information for the proper management and administration of Agency and to carry out the legal responsibilities of FAC, including, but not limited to its duties under the FDCPA and as otherwise provided in this Agreement;
- xii. mitigate, to the extent practicable, any harmful effect that is known to Agency, of a use or disclosure of PHI by the Agency in violation of this Agreement;
- xiii. shall provide Service Provider with copies of any subcontractor or agent contracts upon written request throughout the Term;
- xiv. make PHI available to Service Provider and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request;
- xv. make Agency's internal practices, books, and records related to the use and disclosure of PHI received from, or created or received by Agency on behalf of Service Provider available to the Secretary of Health and Human Services for purposes of determining Service Provider's compliance with the Health and Human Services Department Standards for Individually Identifiable Health Information, 45 C.F.R. Parts 142, 160, 162 and 164; and

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Billing for De Pere Fire Rescue

- xvi. within thirty (30) calendar days of termination of this Agreement, if feasible, return all PHI received from, or created or received by FAC, its agents and subcontractors on behalf of Service Provider that is maintained in any form, or, if such return is not feasible, extend the protections of this section to the PHI retained by Service Provider and limit further uses and disclosure of PHI to those purposes that make the return or destruction of the PHI infeasible.
8. **Reimbursement.** Service Provider shall reimburse Agency for reasonable costs and expenses that it incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by Service Provider, its agents and representatives, the patient for whom healthcare services were provided, the responsible party on the Healthcare Account, the Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract.

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EXHIBIT B-2**Supplemental Business Associate Provisions**

These provisions provide additional terms not included in the Agreement that apply to any Healthcare Accounts placed by Service Provider.

1. **Purpose.** The Parties hereby intend to provide additional protections for the privacy and the security of Protected Health Information (PHI) disclosed to Agency for Healthcare Accounts only, in compliance with the Healthcare Accounts Laws, specifically the Health Insurance Portability and Accountability Act (HIPAA), and to satisfy certain standards and requirements of HIPAA, including, but not limited to Title 45, Section 164-504(c) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time. If this Exhibit in any way conflicts with other provisions of the Agreement relating to Healthcare Accounts, then the stricter of the conflicting provisions shall apply.
2. **Catch-all definition.** The following terms if used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
3. **Additional definitions.** Within this Exhibit, the following meanings have been added or added to: (i) "Business Associate" means and is interchangeable with Agency; (ii) "Covered Entity" means and is interchangeable with Service Provider and (iii) PHI includes any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental condition of a patient, the provision of health care to a patient, or the past, present or future payment for the provision of health care to a patient; (b) that identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient, and shall have the meaning given to such term under HIPAA Laws, including, but not limited to 45 CFR Section 164.501; and (c) is limited to the information provided and/or made available by Covered Entity to Business Associate (see 45 CFR § 160.103; 45 CFR § 501).
4. **Additional Business Associate obligations.**
 - a. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI in the performance of its obligations under the Agreement, as permitted by the Healthcare Account Laws and in compliance with the terms of this Agreement (see 45 CFR § 164.504(e)(2)(i)).
 - b. **Use and Disclosure for Management, Administration and Legal.** Business Associate is permitted to use and/or disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - c. **Data Aggregation Services.** Business Associate is permitted to use and disclose PHI to provide "Data Aggregation Services," as defined by 45 C.F.R. 164.501, relating to the health care operations of Covered Entity. The Parties agree that any PHI provided to Business Associate hereunder which is later de-identified and therefore no longer identifies a patient, will no longer be subject to the provisions set forth in this Agreement.
 - d. **Nondisclosure.** Business Associate will not use or further disclose Covered Entity's PHI other than as permitted or required by this Agreement or as required by law (see 45 CFR § 164.504(e)(2)(ii)(A)).
 - e. **Express allowances.** Business Associate is expressly authorized to use the PHI for: (1) the preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided to the patients; (2) the preparation of reminder notices and documents pertaining to collections of overdue Healthcare Accounts and (3) the submission

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Billing for De Pere Fire Rescue

of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided to the patients or to appeal denials of payment for same.

- f. **Safeguards.** Business Associate shall use appropriate safeguards to prevent use or disclosure of Covered Entity's PHI other than as provided for by this Agreement (see 45 CFR § 164.504(e)(2)(ii)(A)).
5. **Reporting of disclosures.** Business Associate shall immediately report to Covered Entity any use or disclosure of Covered Entity's PHI not allowed by this Agreement or the Agreement that Business Associate becomes aware of (see 45 CFR § 164.504(e)(2)(ii)(C)).
6. **Business Associate's agents.** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI (see 45 CFR § 164.504(e)(2)(D)).
7. **Availability of information to Covered Entity.** To the extent applicable, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA including, but not limited to, 45 CFR Sections 164.524 and 164.528 (see 45 CFR § 164.504(e)(2)(E) and (G)).
8. **Amendment of PHI.** To the extent Business Associate maintains PHI in a Designated Record Set, as defined by 45 C.F.R. 164.501, Business Associate shall make Covered Entity's PHI available to Covered Entity as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI pursuant to HIPAA, including, but not limited to, 45 CFR Section 164.526 and Business Associate shall, as directed by Covered Entity, incorporate any amendments to Covered Entity's PHI into copies of such PHI maintained by Business Associate (see 45 CFR § 164.504(e)(2)(F)).
9. **Internal Practices.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of the U.S. Department of Health and Human Services (HHS) for purposes of determining Business Associate's compliance with HIPAA and the HIPAA Regulations (see 45 CFR § 164.504(e)(2)(H)).
10. **Notification of Breach.** Business Associate shall notify Covered Entity as soon as commercially reasonable of any unauthorized use or disclosure of PHI or Security Incident, as defined by 45 C.F.R. 164.304 of which Business Associate becomes aware, but in no event shall Business Associate delay more than forty-eight (48) hours after discovery of a breach before notifying Covered Entity. Business Associate shall take prompt corrective action to cure any such deficiencies. In the event of a disclosure of PHI that requires notification, Covered Entity shall develop and take the lead in complying with HIPAA notification provisions, and Business Associate shall cooperate as reasonably required.
11. **Termination.** If either Business Associate or Covered Entity knows of a pattern of activity or practice of the other that constitutes a material breach or violation of the party's obligations under the provisions of this Exhibit, then Business Associate or Covered Entity shall send written notice to the other describing the other Party's failure in detail and affording that Party a thirty (30) day period in which to cure such failure. If the Party's efforts to cure such breach or end such violation are unsuccessful, the other party shall either: (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, the Party discovering the breach shall report the other's breach or violation to the Secretary of HHS (see 45 CFR § 164.504(e)(1)(ii)). Upon termination of this Agreement for any reason the Business Associate shall return or destroy all PHI received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of

CONFIDENTIAL

Billing for De Pere Fire Rescue

such PHI infeasible (see 45 CFR § 164.504(e)(2)(I)). Business Associate (Agency) shall also insure that any Business Associate of the Business Associate (Agency) herein complies with the terms of this section of the Agreement.

12. **Amendment to Comply with Law.** The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The references to the specific Healthcare Account Laws referenced parenthetically at the end of certain provisions in this Agreement are used to show the legal reference upon which the provision is based upon, but shall have no legal effect that requires the referenced law to be fully incorporated herein. Upon Covered Entity's request, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances to the extent necessary to allow Covered Entity to comply with amendments to the standards and requirements of the Healthcare Account Laws.
13. **Assistance in Litigation or Administrative Proceedings.** Each Party shall make itself and any subcontractors (to the extent possible), employees or agents assisting Business Associate in the performance of its obligations under this Agreement available to the other Party at no cost to the other Party to testify as witnesses, or as otherwise needed in the event of litigation or administrative proceedings being commenced against the other Party, its directors, officers or employees based upon claimed violation of HIPAA or other Healthcare Account Laws relating to security and privacy, except where the Party or its subcontractor, employee or agent is a named adverse to the other Party.
14. **No Third Party Beneficiaries.** Nothing expressed or implied in this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

CONFIDENTIAL

Billing for De Pere Fire Rescue

EXHIBIT C**Supplemental "Request for Proposal" Provisions**

The following provisions are taken from the Request for Proposal and shall take precedence over any conflicts between these provisions and the provisions set out in the main contract or other exhibits in this Agreement.

III. SCOPE OF WORK/SPECIFICATIONS

- A. The Contractor will be responsible for providing a fully comprehensive and automated medical billing and collection system compatible with ImageTrend Elite Rescue software version XX, together with comprehensive and continuous EMS provider training, technical and administrative support to the City of De Pere. De Pere Fire Rescue Department includes, but is not limited to, the emergency treatment and/or transportation of patients, community paramedicine services as well as any future EMS services such as community health and wellness as well as expanding our existing community paramedicine program. The proposed contract is intended to support the day-to-day operations, functions, and activities of the operational and management staff of De Pere Fire Rescue Department in the use, analysis, and maintenance of patient accounts including billing for services to the patient, responsible party, automotive insurance carrier and/or insurance provider. The Contractor is responsible for providing a comprehensive medical billing and collection system which will provide new solutions that meet all the requirements of Medicare, Medicaid, CHAMPUS, other governmental insurance programs such as the Affordable Care Act (ACA), and commercial insurance companies (collectively referred to as Insurance Providers). The responding proposal should list and detail services which will meet the functional requirements as set forth in this Request for Proposal (RFP).
- B. The Contractor should ensure throughout the terms of the contract that continuity of operations is ensured to protect the best interest of the City of De Pere and its EMS billing components. The Continuity Plan is the roadmap for the implementation and management of the following functions:
 1. Essential Functions – a subset of business and other organizational functions that are determined to be critical activities used to identify supporting tasks and resources that must be included in the agency's and organization's continuity planning process.
 2. Order of Succession – essential part of an agency's and organization's continuity plan to ensure that agency and organizational personnel know who assumes the authority and responsibility of the agency's and organization's leadership if that leadership is incapacitated or becomes otherwise unavailable during a continuity situation.
 3. Delegation of Authority – establish who has the right to make key decisions during a continuity situation.
 4. Continuity Facilities – alternate facilities from which an agency and organization can perform its essential functions in a threat-free environment.
 5. Continuity Communications – the availability and redundancy of critical communications systems to support connectivity to internal and external organizations, customers, and the public is vital to the success of agency and organization operations.
 6. Vital Records Management – the identification, protection and ready availability of electronic and hard copy documents, references, records, information systems, data management software and equipment needed to support essential functions during a continuity situation.

CONFIDENTIAL

Billing for De Pere Fire Rescue

7. Tests, Training, and Exercises – Provisions made for the identification, training, and preparedness of personnel capable of relocating to alternate facilities to support the continuation of the performance of essential functions.
 8. Devolution of Control and Direction – capability to transfer statutory authority and responsibility for essential functions from an agency's and organization's primary operating staff and facilities to other agency and organization employees and facilities, and to sustain that operational capability for an extended period.
 9. Reconstitution – the process by which surviving and/or replacement agency and organizational personnel resume normal agency operations from the original or replacement primary operating facility.
- C. The Contractor should be prepared to retrieve/receive necessary patient care reports to be billed utilizing our system wide Records Management System (RMS) with ImageTrend Elite Rescue Elite Rescue software on the agreed "start date" of the contracted collection services.
 - D. The Contractor to provide services and data input that is of the highest quality by industry standards for accuracy and completeness, which can be acquired in an economical manner and within reasonable time frames. It is expected that all services function efficiently and be fully functional and responsive to the needs of the various patients, responsible parties, insurance providers, and De Pere Fire Rescue Department. The Contractor will perform all activities, services, and deliverables under the general direction of the City of De Pere Fire Chief or his/her designee, however, the City expects the Contractor to design and make constant recommendations for improvement and/or regulatory compliance as necessary. The City requires that all services to be performed in compliance with all current applicable laws and regulations.
 - E. Contractor to provide quarterly electronic reports to the De Pere Fire Chief on areas of deficiency and identify areas where De Pere's pre-hospital personnel can improve documentation.
 - F. Patient Care Report (PCR) Processing - The Contractor to provide all labor, material and equipment, to gather all essential information for generating and processing all Patient Care Reports (electronic or hand written due to computing system failure) generated by De Pere Fire Rescue. Medical services include, but are not limited to, the emergency treatment and/or transportation of patients, as well as any future EMS services such as health and wellness or community based paramedic programs. Essential PCR information includes: patient demographics, origin and destination of transport; run times; responsible party; chief medical complaint; insurance information; technician information; type of medical assistance given; basic life support (BLS); advanced life support (ALS) and procedures performed by technicians. De Pere Fire Rescue recognizes the importance of accurate and complete PCR information. Due to the serious nature of some patient's medical condition at the time of service, De Pere Fire Rescue personnel may not be able to obtain complete and accurate PCR documentation of information required by the Contractor. To ensure generation and completeness of the PCR, the Contractor will provide appropriate training on at least an annual basis (or as needed when agreed to by both parties) to ensure that all De Pere Fire Rescue employees who are involved in medical billing process, including pre-hospital providers, will have the necessary skills, knowledge, and abilities to accurately prepare the PCR. De Pere Fire Rescue will provide facilities, equipment and supplies for Contractor for training of our members. The Contractor will be responsible for providing all training instructors and related materials. All training will be conducted at De Pere Fire Station 1, located at 400 Lewis Street in De Pere, Wisconsin. The Contractor will coordinate training and times with our Fire Chief or his/her designee. The Contractor will be responsible for providing De Pere Fire Rescue with the latest changes and modifications of the PCR as required by the applicable insurance providers or as mandated by state and federal regulations.
 - G. Proper Patient Care/Medical Necessity Documentation - The Contractor to provide annual onsite training as listed in this RFP. The Contractor will continually provide updates and feedback to the De

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Billing for De Pere Fire Rescue

Pere Fire Chief for proper demographic documentation as well as proper medical documentation for treated/transported patients. The Contractor will ensure to the greatest extent possible proper documentation of medical care rendered and medical necessity on all PCRs. In addition, De Pere Fire Rescue will have access to provide documentation of notes to all accounts.

- H. Required Verification and Missing Information Follow-up – The contractor will provide all labor, materials and equipment for verification of PCR patient information. The Contractor must gather missing patient information by, but not limited to; searching the Insurance Provider's databases for previous patient information if and as permitted; searching the Contractor's billing database; contacting the receiving medical facility; or by direct patient, family member or responsible party contact. When contact is made with the appropriate party, the Contractor should verify and correct all patient information.
- I. Required Data Entry and Claim Submission - The Contractor must be currently filing Medicare and Medicaid Claims electronically and must transmit Medicare/Medicaid claims via the required National Standard Format (NSF). The Contractor is solely responsible for all data entry functions. The Contractor's data entry personnel at their location will perform these functions. The following functions will be performed at the data entry level:
 - 1. Electronic claims filing.
 - 2. Automatic/demand claims processing with second request filing.
 - 3. Export files.
 - 4. Electronic remittance payment posting.
 - 5. Validation and editing of all data fields that are applicable to, but not limited to, the following insurance claim forms:
 - a. Blue Cross and Blue Shield
 - b. Medicare
 - c. Medicaid
 - d. CHAMPUS
 - e. HCFA-1500 for all commercial insurance carriers
 - f. Other applicable carriers including commercial insurance carriers
 - g. Any other paper submissions
- J. Customer Service - The Contractor will designate a Customer Service Representative, who will provide patient account information Monday through Friday, 8:00 a.m. through 8:00 p.m. (Central Time), excluding all Federal holidays. The Contractor will provide either a local telephone number, or a toll-free telephone number by which customers can contact the Contractor for questions and/or concerns Monday through Friday, 8:00 a.m. through 8:00 p.m. (Central Time). Escalated calls will be transferred to De Pere Fire Chief. All legal requests regarding EMS responses are to be referred to De Pere Fire Chief.
- K. Accounts Receivable and Transaction Posting - All collection, exchange or transmittal of patient information between the Contractor and De Pere Fire Rescue Department or third-party insurance providers must comply with applicable patient privacy laws, including, but not limited to, HIPAA and HITECH, upon its effective date. The Contractor will be expected to train appropriate De Pere Fire Rescue personnel on the application of, and compliance with, patient privacy laws in accordance with the training parameters set forth in this RFP. The Contractor will be responsible for providing written and electronic reports on a monthly basis on the status of all uncollected patient accounts.

The Contractor, at a minimum, will develop the following information in an electronic format for inquiry into patient accounts. Electronic information will be accessed by De Pere Fire Rescue authorized personnel using City equipment for secure remote access (secure server) for connection to the Contractor's database. The Contractor to provide electronic reports with all raw data transmitted in a format identified by the City of De Pere containing the following minimal information:

- 1. The patient's account receivable report to include:
 - a. User defined data range (accounts over thirty (30) days, Medicare, e.g.)

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Billing for De Pere Fire Rescue

- b. Beginning and ending accounts receivable balance by summary
 - c. Charges
 - d. Payments by responsible parties
 - e. Adjustments
 - f. Net total
2. Prepare a revenue analysis report which will provide current month and YTD collection information from each responsible party.
 3. Prepare a payment analysis report by responsible party which details reimbursement history by procedure and/or by patient account.
 4. Prepare an insurance follow-up written report by individual carrier for any outstanding and/or pending patient claims.
 5. Prepare an aged patient account analysis report in summary (per selected parameters) or in detail by all responsible parties.
 6. The Contractor's database will have the ability to print all code files in an alphabetic or numeric order.

The Contractor will be responsible for transaction posting to each patient account that applies to payments, adjustments, refunds/credits and resubmission of insurance provider claims. The Contractor will be required to update all patient information when patient information is found to be incorrect. The Contractor to provide electronic access to their database for De Pere Fire Rescue authorized personnel or designees, to access the following patient information:

1. Patient account inquiry of all data entry, charges for services provider, accounts receivable postings, payments, refunds/credits and any account adjustments, including, but not limited to the following:
 - a. Ability to "print" the computer screen displaying patient information.
 - b. Ability to "line item" access all patient accounts, account histories, including, but not limited to, payments, refunds/credits, adjustments and resubmissions of provider claims.
 - c. Ability to override all data fields by authorized De Pere Fire Rescue EMS Supervisory personnel.
- L. Required Rejection Follow-Up - The Contractor will be responsible for the follow-up on each medical claim for services rejected by an insurance provider (Medicare, Medicaid and CHAMPUS, commercial carriers, e.g.). The Contractor will be responsible for contacting insurance providers by telephone, mail or FAX in order to resolve each rejected claim on a claim-by-claim basis. The Contractor will be responsible for furnishing insurance providers with all requested patient information, medical information, medical documentation and the resubmission of the rejected claim. The Contractor will prepare and deliver a written report for all rejected claims detailing the reason for rejection and provide documentation on each claim resubmitted on a monthly basis.
- M. Required Entitlement Follow-Up - The Contractor will be responsible for regular follow-up on unpaid patient accounts older than thirty (30) days to ascertain the accuracy and availability of insurance information. The Contractor will send an original invoice for services provided by De Pere Fire Rescue within ten (10) working days from the receipt of PCR. The Contractor will generate and mail a statement of account to patients, responsible parties and/or insurance carriers no later than thirty (30) calendar days after the original date of service. Once accurate patient insurance information has been obtained, the only follow-up directly to the patient permitted is a notification of any insurance payment activity. If insurance denies the claim, the patient's mailed invoice must reflect this verbiage as well as a due date of thirty days (30) from the date of invoice. In all cases the Contractor will be responsible for preparing and mailing all invoices and other applicable notices. All notices, invoices and letters must be in a form approved by the City and must comply with the provisions of the Fair Debt Collection Act and any other applicable state or federal laws and regulations. Any collection efforts undertaken on behalf of De Pere Fire Rescue require the Contractor to display a professional demeanor in dealing with assigned accounts.

CONFIDENTIAL

Billing for De Pere Fire Rescue

De Pere Fire Rescue must have the ability to print all types of reports directly from the selected software. And, the ability to customize reports by changing certain fields (i.e., date ranges) and an inquiry feature to have the ability to drill-down into specific fields to obtain data.

- N. Billing Process - The Contractor should provide a comprehensive automated billing and collection system which will be compatible to all existing owned computer equipment and software. The Contractor must have the ability to interface and import with our Fire Records Management System billing extract. This billing extract should be through a secure Virtual Private Network (VPN) utilizing secure File Transfer Protocol (FTP). The Software system will be divided into three segments for clarification, the Front-End billing, the Middle billing, and the Back-end billing process. The Front-End billing process will include completion of the PCR to all responsible parties. The Middle billing process will include receiving inquiries and correspondence for the posting of payments, returned mail, and responsible party follow-up for payments. The Back-end billing process will include working with all past-due patient and responsible party's accounts. The software system will capture the necessary data that is generated from the ImageTrend Elite Rescue RESCUE software.

The Contractor will provide all responsible parties with an automatic or on a demand basis invoice (bill, statement, e.g.). De Pere Fire Rescue as elected to pursue hard collections through the efforts of a third party collection agency. The successful Vendor will be obligated to work with the collection agency that is selected by the De Pere Fire Rescue Department.

The Contractor will accept from De Pere Fire Rescue any PCR's (patient refusals, non-transport and/or medical contacts, etc.) and bill these calls at a flat rate determined by the City or Medicare. Any of these PCR's that are actually from a motor vehicle crash, or similar incident, shall be billed to the appropriate automotive or health insurance company. Efforts to obtain such automobile insurance information should be given the same attentions as obtaining medical insurance information.

- O. Front-End Billing Process – De Pere Fire Rescue will provide through our pre-hospital emergency medical technicians, completed electronic PCR's with all available medical documentation and patient information at the time of patient care. The completed PCR will be available to the Contractor through the ImageTrend Elite Rescue Bridge module of the ImageTrend Elite Rescue Software. The Contractor will be responsible for all pre-billing review, verification for proper documentation, insurance information, appropriate patient signatures and data entry from the PCR. The Contractor's collection and billing software system will provide any of the aforementioned items that are missing. The Contractor will remain responsible and is required to perform all required research and incorporate all required information into the PCR. The Contractor will provide the required information from the PCR to the responsible parties in both electronic and printed media.
- P. Middle Billing Process – De Pere Fire Rescue will provide to the Contractor all Explanations of Benefits (EOB) and correspondences pertaining to the medical billing process. The Contractor will be responsible for the posting of payments to the appropriate patient account, updating insurance information on individual patient accounts, insurance claim processing and general patient account notations. The Contractor will be responsible for all inquiries and resolution of responsible party denials and rejections. The Contractor will contact the appropriate responsible party for the resolution, correction and resubmission of any patient billing. If the billing can be handled verbally, the billing will be updated and submitted for payment to the responsible party. If the responsible party requires resubmission of the billing, the Contractor will update the billing information and resubmit the billing to the appropriate responsible party for processing. In the event the billing is denied for any reason, except failure to bill in a timely fashion, the bill will become non-collected and disposed of accordingly. The Contractor will be responsible for all responsible party mail and correspondence returned or rejected by the United States Postal Service pertaining to all medical billings. The Contractor will research, correct, and resubmit all mail and correspondences to the proper responsible party. The Contractor will provide all required office, postage supplies, to include postage costs and pre-paid overnight delivery services envelopes (i.e. FEDEX, DHL or UPS). De

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Billing for De Pere Fire Rescue

Pere Fire Rescue reserves the right to write off any bill for service that is in their best interest not to process for payment.

- Q. Patient Refunds - The Contractor will prepare and electronically deliver monthly reports of all responsible party billings which reflect an overpayment. The Contractor will process all refunds / requests and appropriately note such refunds on the report in the same method as a deposit would be noted. All refunds must meet the medicare refund 60 day rule. Any penalties, interest, or fees resulting from violation of the medicare 60 day rule will be the sole responsibility of the Contractor.
- R. Statistical Reporting - The Contractor will generate and deliver all statistical raw data and reports in Microsoft Excel format, which will be utilized by De Pere Fire Rescue authorized personnel, using City computer equipment for secure connection to the Contractor's medical billing and collection system. De Pere Fire Rescue must have the ability to electronically access the Contractor's billing software 24 hours/day. The Contractor will be responsible for the preparation and remittance of statistical information and reports through an electronic format which will be compatible to both the Contractor and the City of De Pere's computer systems and software. All statistical reports will include all raw data in Microsoft Excel.
- S. The Contractor must provide De Pere Fire Rescue with a series of reports to reflect the financial information regarding collections. The Contractor will disseminate these reports on a monthly basis. Monthly collection reports shall be available electronically to the department by the 10th of the subsequent month. The Contractor should be prepared to disseminate any special reports requested by the Department. Annually, the Contractor will appear at the De Pere Common Council meeting in the month of February to provide an annual verbalized comprehensive billing report and respond to Aldermanic questions.

The following list of reports is the required minimum:

1. Collection Statistics - Gross billings by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debts or authorized write offs. The required format would have a minimum of four (4) columns as follows:
 - a. Transport Month
 - b. Gross billed in transport month
 - c. Total collected in transport month
 - d. Percentage of Clean Claims processed
2. Insurance Report -- The portion of the actual collections and the accounts receivable, detailed by self pay, Medicaid, Medicare and private insurance.
3. Monthly Payment Report - The credits and/or debits posted to the accounts receivable during the month. This is a report that will be used by De Pere Fire Rescue and Finance Department in order to manage the Revenue Recovery program. The report must show the following information, at a minimum.
 - a. Date of Service
 - b. Date of Deposit
 - c. Last four digits of Patient's Social Security Number
 - d. Ambulance Unit Number
 - e. Agency Name for the ambulance
 - f. Agency Name for the driver
 - g. Agency Name for the attendant in charge of patient care
 - h. Credit/Debit Amount
 - i. Payment Type (Insurance or Self Pay)
 - j. Total Monthly payment for each patient
 - k. Account Number

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Billing for De Pere Fire Rescue

4. Monthly Collection Summary – The monthly payments by original transport month. The columns will be:
 - a. Incident Month
 - b. Total billings for month
 - c. Total collected for month
 - d. Total Percentage of collections for month
5. Total Billings by Incident Month - The cumulative number of gross billings and percentages for each month, broken down by payer type (Private, Medicare, Medicaid, Anthem, and other insurance).
6. Accounts Receivable – An over-due bill report of the amount owed by all transported patients at the end of the month. The format will be:
 - a. Gross billings since inception
 - b. Less: Payments since inception
 - c. Less: Approved adjustments and write-offs since inception
 - d. Ending balance of accounts receivable
 - e. All past due accounts greater than 90 days and 180 days.
7. Adjustments and Write-Offs – Regarding the details of the above, the report must show:
 - a. Date of Service
 - b. Last four digits of Patient's Social Security Number
 - c. Adjustment or write-off payment (I Account type – Re: Bank, Death)
 - d. Passport
 - e. The cumulative total
8. Billing and Demographics Report
 - a. Date of Service
 - b. Last four digits of Patient's Social Security Number
 - c. Patients account number
 - d. Incident date
 - e. Amount billed
 - f. The monthly totals

Additionally, this report must summarize the monthly billing activity as follows:

- g. Number of ALS billings and amount billed
- h. Number of BLS billings and amount billed
- i. Number of mileage billing and amount billed
- j. Medical Denial and Reason for denial
- k. Responsible Party billing
9. Payment Percentages – Document percentages of responses which have received a payment. Column headings should be:
 - a. Transport month and year
 - b. Total patient transported
 - c. Number not making payments
 - d. Number making payments
 - e. Percent making a payment
10. Refund Listing – Posted – Will be included in the monthly report.
Non-posted – Will require a monthly report. This is in order to maintain accuracy of the Revenue Recovery program.
11. Error Report - If the requirements of Section I. have not been met, then a weekly report should be provided to De Pere Fire Rescue for any additions or corrections to appropriately be billed.
12. Export Report – Daily report of PCRs that have received errors, duplicates and non-billable items.

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Billing for De Pere Fire Rescue

13. Queuing Report – A bill generated that cannot be billed i.e., John Doe and Jane Doe.
- T. Subcontracting – No portions of the work shall be assigned to a subcontractor without the prior written consent of the City.
- U. Write-off of Delinquent Accounts – Write-offs of any kind, including amounts transferred to the collection agency, must be submitted to the Department. The Department will request approval from the City Council before any action can be taken regarding write-offs. The responsibility of collection efforts on delinquent accounts over 120 days may be taken back by the City for transfer to a collection service.

V. GENERAL TERMS AND CONDITIONS

- A. **Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. **Assignment of Contract:** The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.
- C. **Change Orders:** Change orders must be approved by the City prior to work being performed.
- D. **Copyrights and Patent Rights:** The contractor certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at their own expense, defend any and all actions or suits charging such infringement, and will hold the City of De Pere, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- E. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the contractor shall be liable to the City for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- F. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the City.
- G. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the State of Wisconsin. Disputes arising out of this contract shall be resolved in the Courts of the State of Wisconsin, in and for Brown County.
- H. **HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, and Contractor's Contractors in the performance and furnishing of Contractor's services under this contract.

To the fullest extent permitted by law, Contractor's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Contractor or Contractor's subcontractor and in part by the negligence of City or any other negligent entity or

CONFIDENTIAL

Billing for De Pere Fire Rescue

individual, shall not exceed the percentage share that Contractor's or Contractor's subcontractor negligence bears to the total negligence of City, Contractor and all other negligent entities and individuals.

- I. **The Contractor shall hold harmless and indemnify the City, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.**
- J. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the City given in the same manner and form as the original signing of the contract.
- K. **Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- L. **Proprietary Information:** Trade secrets or proprietary information submitted by a Contractor in connection with a procurement transaction or prequalification application submitted are not subject to the Public Records Law; however, Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Contractor acknowledges that, as the Contractor to the City of De Pere, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by City. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Contractor for its reasonable costs incurred in complying with this paragraph. Contractor further agrees to indemnify City from all costs City incurs should Contractor fail to comply with these requirements.
- M. **References:** If requested, the contractor shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by contractors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the contractor.
- N. **Waiver of One Breach Not Waiver of Others:** No waiver by the City or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

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

MEETING DATE: July 19, 2016

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #16-78, An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details.

ATTACHMENTS:

- 2016BorrowingMemo-July 15,2016 (DOC)
- 2016 TID and City Bonding - 2016-07-05 (XLSX)
- Reso16-78 (DOCX)

To: Honorable Mayor and Members of the City Council
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: July 15 2016
Subject: Initial Borrowing Resolutions for 2016 Borrowing

I have attached the project list and initial resolutions to authorize the 2016 borrowing. The projecting borrowing is in the form of ten year general obligation notes which include \$2,753,644 of non-TID equipment and projects while including 2016 bonding of \$1,572,500 for the various TID items listed on the worksheet. The Meter Replacement amount of \$3,000,000 represents amounts expected to be paid by the water and sewer utilities for the new remote read meter replacement program which started in late 2013 and is expected to conclude in 2018 or roughly \$600,000 per year. The two utilities are splitting equally the costs and related borrowing for the project. The amounts have then been rounded up for the not to exceed resolutions with the City having the ability to borrow less in the final resolutions.

Pending Council approval of these resolutions, the final borrowing resolutions are expected to be presented to the Council for approval of the most favorable bond bid at the second September Council meeting. Proceeds would then be projected to be available to the City by late September 2016. I will firm these dates up with Joe Murray of Springsted pending your review and approval. Should you have any questions on this feel free to contact me or I will be present at the City Council meeting on July 19th.

City of De Pere
Proposed 2016 Project Borrowing List
July 15, 2016

Proposed Project	2016 Adopted Budget	2016 Proposed Borrowing	Comments
Information Management-New Telephone System	\$61,500	\$61,500	Proposed Borrowing Matches with 2016 Budget
Information Management-Virtual ServerNew Storage Area Network	23,020	23,020	Proposed Borrowing Matches with 2016 Budget
City Hall-Air Handler & Condensing Unit	140,000	140,000	Proposed Borrowing Matches with 2016 Budget
City Hall-Replace Humidifier	20,000	17,000	Proposed Borrowing Lower than 2016 Budget
City Hall-Green Roof	241,000	241,000	Proposed Borrowing Matches with 2016 Budget
Fire-Replace Rescue Engine #122	600,000	628,000	Proposed Borrowing Higher than 2016 Budget
Fire-Replace Ambulance #112	250,000	255,000	Proposed Borrowing Higher than 2016 Budget
Snow & Ice Control-Front End Loader Repair	20,000	20,000	Proposed Borrowing Matches with 2016 Budget
Parks & Public Lands-Voyageur Bathrooms	35,000	35,000	Proposed Borrowing Matches with 2016 Budget
Parks & Public Lands-Voyageur Deck Restoration	40,000	40,000	Proposed Borrowing Matches with 2016 Budget
Parks & Public Lands-Replace Optimist Playground	90,000	90,000	Proposed Borrowing Matches with 2016 Budget
Parks & Public Lands-Legion Ball Field Parking Lot	35,000	35,000	Proposed Borrowing Matches with 2016 Budget
Boat Ramps-Bornier Parking Lot Repairs	41,000	41,000	Proposed Borrowing Matches with 2016 Budget
Parks Equip/Vehicle Maint.-Replace 16 Ft Mower	72,000	69,000	Proposed Borrowing Lower than 2016 Budget
Parks Equip/Vehicle Maint.-Replace Tri-Axle Trailer	8,000	8,000	Proposed Borrowing Matches with 2016 Budget
Crackfilling/Patching	243,724	243,724	Proposed Borrowing Matches with 2016 Budget
Sidewalks	56,000	56,000	Proposed Borrowing Matches with 2016 Budget
Steet Reconstruction-Oak, Elm & Spruce	513,900	513,900	Proposed Borrowing Matches with 2016 Budget
Steet Reconstruction-Webster & Charles Upgrade	20,000	20,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-Williams Street Retaining Wall	30,000	30,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-James Street Step Removal	10,000	10,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-Main & 8th Pavement Marking	10,000	10,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-STH 32 8th Street Design	45,000	45,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-STP-U Grant Participation	69,000	69,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-Engineering Study Pedestrian	12,500	0	DROP - Fund with Cash to avoid financing "Study"
Street Extension-Final Surface Course-Ballinamore & Tulig	52,500	52,500	Proposed Borrowing Matches with 2016 Budget
Non-TID Total	2,739,144	2,753,644	
TID 5 - Engineering Bridge Painting & Maintenance	25,000	25,000	Proposed Borrowing Matches with 2016 Budget
TID 6 - Drainage Swale Maintenance	55,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Southbridge Box Culvert & Repair	110,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Fortune Avenue Reconstruction	600,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Lawrence Drive Sidewalk	450,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Fortune Avenue & Venture Avenue Extension	1,374,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Richco Road Extension	554,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Lawrence Drive Pavement Repair	235,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Office Furniture in City Hall	15,000	0	Paying for item with available cash in fund
TID 7 - Water Fountain	50,000	0	Eliminated for 2016 Borrowing
TID 7 - Development Grant	0	810,000	102 N Broadway Project Not in Adopted Budget
TID 7 - Pedestrian Improvements	0	150,000	Project Not in Adopted Budget
TID 8 - Development Grant	750,000	37,500	Proposed Borrowing Lower than 2016 Budget
TID 8 - Development Grant	500,000	0	Eliminated for 2016 Borrowing
TID 9 - Development Grant	500,000	0	Eliminated for 2016 Borrowing
TID 10 - Commerce Pond & Sewer	650,000	550,000	Proposed Borrowing Lower than 2016 Budget
TID 10 - Commerce & Profit Place Street Extension	1,728,000	0	Eliminated for 2016 Borrowing
TID 10 - Development Grant	3,250,000	0	Eliminated for 2016 Borrowing
TID 10 - Development Grant	1,000,000	0	Eliminated for 2016 Borrowing
TID Total	11,846,000	1,572,500	
Water & Wastewater Utilities			
Remote Read Meter Replacement Program	3,000,000	3,000,000	This represents the approximate amount needed to borrow for the Meter Replacement Program. Meters Replaced over a five year program at \$600,000 per year with the costs and related borrowing split equally between the two utilities.
TOTAL BORROWING	\$17,585,144	\$7,326,144	
Round up for COI & Set Sale Resolution			
Borrowing by Purpose			
CIP			
- Streets	994,124	1,005,000	
- Sidewalks	56,000	60,000	
- Equipment	\$181,520	185,000	
- Fire	883,000	895,000	
- City Hall	398,000	405,000	
- Parks	241,000	250,000	
TOTAL CIP	2,753,644	2,800,000	
Tax-Exempt TID			
TID 5	25,000	25,000	
TID 6	0	0	
TID 7	150,000	155,000	
TID 8	0	0	
TID 9	0	0	
TID 10	550,000	555,000	
TOTAL TE TIDS	725,000	735,000	
Water & Wastewater	3,000,000	3,045,000	
Refunding 2006A Bonds		2,415,000	
TOTAL TAX-EXEMPT BORROWING	6,478,644	8,995,000	
TAXABLE TID			
TID 5	\$ -	\$ -	
TID 6	\$ -	\$ -	
TID 7	\$ 810,000	\$ 845,000	Developer Grant
TID 8	\$ 37,500	\$ 45,000	Developer Grant
TID 9	\$ -	\$ -	
TID 10	\$ -	\$ -	
TOTAL TAXABLE TIDS	\$ 847,500	\$ 890,000	
TOTAL BORROWING	7,326,144	9,885,000	

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

July 19, 2016

Resolution No. 16-78

**An Initial Resolution Authorizing the Sale and Issuance of
Taxable General Obligation Promissory Notes;
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is in need of funds to finance development grants within the City’s Tax Incremental Districts Nos. 7 and 8 (collectively, the “**Project**”).
2. The Governing Body deems it in the best interests of the City that the funds needed for the Project be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable taxable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately \$890,000 (the “**Notes**”) to finance the Project; *provided, however*, that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the “**Purchaser**”).

Section 3. Preparation of Official Statement and Official Terms of Offering.

The Mayor, the Clerk, and the Finance Director (in consultation with the City’s Financial Advisor, Springsted, Incorporated) are each hereby authorized to cause a preliminary offering document for the Notes (the “**Official Statement**”) to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose

therewith the “**Official Terms of Offering**” and a “**Bid Form**”. The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Notes to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the City routinely uses for posting notices of its official business.

Section 4. Bids for Notes.

Written bids for the sale of the Notes shall be received by the City on the date fixed in the Official Terms of Offering, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Official Terms of Offering for the Notes.

Section 5. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes, which may be in the form of an executed bid form (the “**Purchase Contract**”), to fix the interest rate or rates on the Notes in accordance with the Purchase Contract, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 6. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 7. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and things required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 8. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 9. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: July 19, 2016

Approved: July ____, 2016

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Shana D. Ledvina, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “City”), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the “Governing Body”), and that attached hereto is a true, correct, and complete copy of the resolution (the “Resolution”) entitled:

An Initial Resolution Authorizing the Sale and Issuance of Taxable General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date.** On July 19, 2016, a meeting of the Governing Body was held commencing at _____ p.m.
2. **Posting.** On July ____, 2016 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City’s offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On July ____, 2016 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the “Presiding Officer”), who chaired the meeting. Upon roll call, I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay, and _____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on July ____, 2016, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on July ____, 2016.

Clerk

[Seal]

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #16-79, An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details.

ATTACHMENTS:

- Reso16-79 (DOCX)

**COMMON COUNCIL
OF THE
CITY OF DE PERE, WISCONSIN**

July 19, 2016

Resolution No. 16-79

**An Initial Resolution Authorizing the Sale and Issuance of
General Obligation Promissory Notes;
and Certain Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of De Pere, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City is in need of funds to finance (i) upgrades to information systems; improvements to City Hall; vehicle replacement for the fire department; equipment repair and maintenance for the public works and parks departments; improvements to public parks; construction and improvements to streets, sidewalks, cross walks, and walk signals; bridge maintenance and improvements, construction of a regional stormwater detention pond, and remote-read meter replacement for the water and wastewater utilities (collectively, the “**Project**”), and (ii) the current refunding of some or all outstanding maturities of the City’s \$4,050,000 General Obligation Corporate Purpose Bonds, Series 2006A, dated June 15, 2016 (collectively, the “**Refunding**”).
2. The Governing Body deems it in the best interests of the City that the funds needed for the Project and the Refunding be borrowed, pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes and upon the terms and conditions set forth below.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Authorization of Issuance and Purposes of Notes.

Under and by virtue of the provisions of Section 67.12 (12) of the Wisconsin Statutes, the City shall issue its negotiable general obligation promissory notes, in one or more series, in an aggregate principal amount of approximately \$8,995,000 (the “**Notes**”) to finance the Project and the Refunding; *provided, however*, that the Notes shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

Section 2. Authorization of Sale of Notes.

The Notes are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid (the “**Purchaser**”).

Section 3. Preparation of Official Statement and Official Terms of Offering.

The Mayor, the Clerk, and the Finance Director (in consultation with the City's Financial Advisor, Springsted, Incorporated) are each hereby authorized to cause a preliminary offering document for the Notes (the "**Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith the "**Official Terms of Offering**" and a "**Bid Form**". The Mayor and the Clerk are hereby authorized, on behalf of the City, to approve the form of Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Notes to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the City routinely uses for posting notices of its official business.

Section 4. Bids for Notes.

Written bids for the sale of the Notes shall be received by the City on the date fixed in the Official Terms of Offering, on which date such bids shall be publicly opened and read. The Governing Body reserves the right in its discretion, to waive any informality in any bid, to reject any or all bids without cause, and to reject any bid which it determines to have failed to comply with the terms of the Official Terms of Offering for the Notes.

Section 5. Further Actions.

The issuance of the Notes shall be subject to the condition that the Governing Body has adopted a resolution to award the sale of the Notes to the Purchaser, to approve the purchase contract submitted by the Purchaser to evidence the purchase of the Notes, which may be in the form of an executed bid form (the "**Purchase Contract**"), to fix the interest rate or rates on the Notes in accordance with the Purchase Contract, to provide for the form of the Notes, to set forth any early redemption provisions, to levy taxes to pay the principal of, and interest on, the Notes as required by law, to designate a fiscal agent for the Notes, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, payment, and cancellation of the Notes.

Section 6. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 7. Authorization to Act.

The officers of the City, attorneys for the City, or other agents or employees of the City are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 8. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 9. Effective Date.

This resolution shall take effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: July 19, 2016

Approved: July __, 2016

Mayor

Clerk

CERTIFICATIONS BY CLERK

I, Shana D. Ledvina, hereby certify that I am the duly qualified and acting Clerk of the City of De Pere, Wisconsin (the “**City**”), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council (the “**Governing Body**”), and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

An Initial Resolution Authorizing the Sale and Issuance of General Obligation Promissory Notes; and Certain Related Details

I do hereby further certify as follows:

1. **Meeting Date.** On July 19, 2016, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On July ____, 2016 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted at the City’s offices in De Pere, Wisconsin, a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On July ____, 2016 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on July ___, 2016, and I have recorded such approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City, if any, hereto on July ___, 2016.

Clerk

[Seal]

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of Emergency Roof Repairs to Police Department

With recent rains, the police department has experienced water coming down the walls of the offices. Inspections by maintenance personnel revealed the seams of the roof have separated, including one where the maintenance person could put his hand in it.

We have contacted Blindauer Roofing to make emergency repairs to the roof. The exact cost is unknown at the time of this memo. I will provide details at the council meeting. Initial repair estimates were between \$7-8,000, but that included a number of repairs that were not absolutely critical. Therefore, the emergency repairs may be less.

I am seeking retroactive approval for the emergency repairs and for the repair costs to be taken from the contingency account. Please contact me if you should have any questions prior to the council meeting.

Thank you

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Discussion on City invoice to Kiwanis Club of De Pere for the De Pere Kiwanis Memorial Day Parade.

The City of De Pere recently implemented a special events permitting process. This permitting process 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. Along with the implementation of this permitting process, the City Council approved that any charitable organization with IRS section 501 (c) status will be charged 50% of any police services, fire/rescue services, street barricades, clean-up, etc.

The Kiwanis Club of De Pere received an invoice for \$1,171.50 for 50% of police services during the 2016 De Pere Kiwanis Memorial Day Parade held on May 30, 2016. The Kiwanis Club of De Pere has submitted a verbal request to the Mayor that because this event is not a fundraiser for their group and that no fees are charged to participate in the parade or attend the parade that the De Pere Council reassess the group's responsibility to pay for the police services invoice for the event.

ATTACHMENTS:

- kiwanis parade (DOCX)

INVOICE

**CITY OF DE PERE
335 S. BROADWAY ST.
DE PERE WI 54115**

Date: June 6, 2016

Bill To: Kiwanis Club
Attn: Terry Hasselbacher
PO Box 5981
De Pere WI 54115

Re: Kiwanis Memorial Day Parade

Police Overtime	\$2,130.00
Admin. fee	\$ <u>213.00</u>
TOTAL	\$2,343.00

Less 50% for 501(c)3 organizations **\$1,171.50**

Total Due: **\$1,171.50**

****Please remit payment to City of De Pere, 335 S. Broadway St., De Pere, WI 54115****
Attention: Clerk-Treasurer

6.25% per month service charge on unpaid balance of account over 30 days.

Attachment: kiwanis parade (4884 : Discussion on City invoice to Kiwanis Club of De Pere for the De Pere Kiwanis Memorial Day Parade.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Discussion regarding the stadium tax refund (requested by Alderperson Raasch).

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: July 19, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 7-5-16 VOUCHERS (PDF)
- 7-19-16 VOUCHERS (PDF)

7/07/2016 4:01 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05207 JUL 2016 ADVANCED COUNCIL

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6426	ACL							
	I-201605-0	ACL	R	7/07/2016		26.80CR	078970	26.80
2091	AHLBORN EQUIPMENT INC							
	C-164586	AHLBORN EQUIPMENT INC	R	7/07/2016		142.80	078971	
	I-164196	AHLBORN EQUIPMENT INC	R	7/07/2016		865.30CR	078971	
	I-165890	AHLBORN EQUIPMENT INC	R	7/07/2016		1,445.00CR	078971	2,167.50
0302	AIRGAS USA LLC							
	I-9936218464	AIRGAS USA LLC	R	7/07/2016		97.00CR	078972	
	I-9936218465	AIRGAS USA LLC	R	7/07/2016		344.45CR	078972	
	I-9936218466	AIRGAS USA LLC	R	7/07/2016		308.49CR	078972	749.94
0007	AMBROSIUS SALES & SERVICE							
	I-102432	AMBROSIUS SALES & SERVICE	R	7/07/2016		87.65CR	078973	87.65
2878	ARING EQUIPMENT CO INC							
	I-720291	ARING EQUIPMENT CO INC	R	7/07/2016		11.68CR	078974	11.68
0019	BADGER POPCORN & CONC SUPPLY INC							
	C-388040	BADGER POPCORN & CONC SUPPLY I	R	7/07/2016		19.95	078975	
	C-388041	BADGER POPCORN & CONC SUPPLY I	R	7/07/2016		39.90	078975	
	I-378876	BADGER POPCORN & CONC SUPPLY I	R	7/07/2016		554.64CR	078975	
	I-387877	BADGER POPCORN & CONC SUPPLY I	R	7/07/2016		537.96CR	078975	1,032.75
0020	BADGERLAND PRINTING INC							
	I-27853	BADGERLAND PRINTING INC	R	7/07/2016		65.00CR	078976	
	I-27863	BADGERLAND PRINTING INC	R	7/07/2016		216.00CR	078976	
	I-27892	BADGERLAND PRINTING INC	R	7/07/2016		50.00CR	078976	
	I-27894	BADGERLAND PRINTING INC	R	7/07/2016		44.00CR	078976	
	I-27898	BADGERLAND PRINTING INC	R	7/07/2016		16.00CR	078976	391.00
0023	BATTERIES PLUS LLC							
	I-501-491792	BATTERIES PLUS LLC	R	7/07/2016		12.95CR	078977	
	I-501-492389	BATTERIES PLUS LLC	R	7/07/2016		179.00CR	078977	191.95
0132	BAY AREA HUMANE SOCIETY AND							
	I-162	BAY AREA HUMANE SOCIETY AND	R	7/07/2016		531.00CR	078978	531.00
0027	BAY TOWEL INC							
	I-2187160	BAY TOWEL INC	R	7/07/2016		46.30CR	078979	
	I-2187161	BAY TOWEL INC	R	7/07/2016		77.85CR	078979	124.15

Attachment: 7-5-16 VOUCHERS (4938 : Voucher Approval.)

7/07/2016 4:01 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05207 JUL 2016 ADVANCED COUNCIL

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5171	BENTLEY SYSTEMS INC							
	I-47749908	BENTLEY SYSTEMS INC	R	7/07/2016		3,830.00CR	078980	3,830.00
0033	BIRDSEYE DAIRY INC							
	I-41142	BIRDSEYE DAIRY INC	R	7/07/2016		780.50CR	078981	
	I-41143	BIRDSEYE DAIRY INC	R	7/07/2016		809.30CR	078981	1,589.80
1532	BOBCAT PLUS INC							
	I-IB90429	BOBCAT PLUS INC	R	7/07/2016		650.99CR	078982	650.99
2831	BODART ELECTRIC SERVICE INC							
	I-8233	BODART ELECTRIC SERVICE INC	R	7/07/2016		3,756.50CR	078983	3,756.50
0317	BRABAZON PUMPE CO LTD							
	I-5112797	BRABAZON PUMPE CO LTD	R	7/07/2016		582.47CR	078984	582.47
0038	BROADWAY AUTOMOTIVE INC							
	I-346646P	BROADWAY AUTOMOTIVE INC	R	7/07/2016		243.37CR	078985	
	I-346661P	BROADWAY AUTOMOTIVE INC	R	7/07/2016		39.98CR	078985	283.35
2944	BROWN COUNTY JAIL							
	I-201606276089	BROWN COUNTY JAIL	R	7/07/2016		1,560.00CR	078986	1,560.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-31196	BROWN COUNTY PORT SOLID WASTE	R	7/07/2016		27,648.51CR	078987	27,648.51
0044	BROWN COUNTY REGISTER OF DEEDS							
	C-201606276092	BROWN COUNTY REGISTER OF DEEDS	R	7/07/2016		34.50	078988	
	I-201606276090	BROWN COUNTY REGISTER OF DEEDS	R	7/07/2016		55.00CR	078988	
	I-201606276091	BROWN COUNTY REGISTER OF DEEDS	R	7/07/2016		64.50CR	078988	85.00
6061	CARRICO AQUATIC RESOURCES INC							
	I-20161741	CARRICO AQUATIC RESOURCES INC	R	7/07/2016		170.28CR	078989	170.28
7421	CASTLE ART & IMPORT LLC							
	I-201606276093	CASTLE ART & IMPORT LLC	R	7/07/2016		94.50CR	078990	94.50
0536	CDW GOVERNMENT INC							
	I-DGN2368	CDW GOVERNMENT INC	R	7/07/2016		61.67CR	078991	61.67
2708	CLEANING SOLUTION SERVICES INC							
	I-11768	CLEANING SOLUTION SERVICES INC	R	7/07/2016		58.44CR	078992	
	I-11847	CLEANING SOLUTION SERVICES INC	R	7/07/2016		1,416.56CR	078992	
	I-11848	CLEANING SOLUTION SERVICES INC	R	7/07/2016		1,784.35CR	078992	
	I-11849	CLEANING SOLUTION SERVICES INC	R	7/07/2016		1,105.24CR	078992	
	I-11867	CLEANING SOLUTION SERVICES INC	R	7/07/2016		500.00CR	078992	
	I-11868	CLEANING SOLUTION SERVICES INC	R	7/07/2016		28.98CR	078992	4,893.57

Attachment: 7-5-16 VOUCHERS (4938 : Voucher Approval.)

7/07/2016 4:01 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05207 JUL 2016 ADVANCED COUNCIL

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0812	COLORTECH OF WISCONSIN INC							
	I-6548	COLORTECH OF WISCONSIN INC	R	7/07/2016		498.00CR	078993	498.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-19142	COUNTRY VISIONS COOPERATIVE	R	7/07/2016		50.00CR	078994	
	I-201606276097	COUNTRY VISIONS COOPERATIVE	R	7/07/2016		12.99CR	078994	
	I-201606296114	COUNTRY VISIONS COOPERATIVE	R	7/07/2016		32.99CR	078994	95.98
6739	CTW CORP							
	I-23591	CTW CORP	R	7/07/2016		262.00CR	078995	262.00
0061	CUMMINS NPOWER, LLC							
	I-001-9222	CUMMINS NPOWER, LLC	R	7/07/2016		350.00CR	078996	350.00
1183	DE CLEENE TRUCK REPAIR & REFRIG INC							
	I-200280	DE CLEENE TRUCK REPAIR & REFRI	R	7/07/2016		39.16CR	078997	39.16
0069	DE PERE GREENHOUSE INC							
	I-27108	DE PERE GREENHOUSE INC	R	7/07/2016		104.70CR	078998	104.70
6946	DEAN ENTERPRISES LLC							
	I-D-40203	DEAN ENTERPRISES LLC	R	7/07/2016		120.00CR	078999	120.00
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201606276098	EMS MEDICAL BILLING ASSOC LLC	R	7/07/2016		3,954.41CR	079000	3,954.41
7422	EXCEL UNDERGROUND LLC							
	I-4351	EXCEL UNDERGROUND LLC	R	7/07/2016		3,918.70CR	079001	
	I-4425	EXCEL UNDERGROUND LLC	R	7/07/2016		7,956.80CR	079001	11,875.50
7393	EXPRESS SERVICES INC							
	I-17390878-1	EXPRESS SERVICES INC	R	7/07/2016		1,069.50CR	079002	
	I-17420843-9	EXPRESS SERVICES INC	R	7/07/2016		1,345.50CR	079002	2,415.00
0091	FASTENAL COMPANY							
	I-WIGRE329734	FASTENAL COMPANY	R	7/07/2016		3.09CR	079003	3.09
0200	FIRST SUPPLY LLC							
	I-10021360-00	FIRST SUPPLY LLC	R	7/07/2016		140.66CR	079004	
	I-7559093-00	FIRST SUPPLY LLC	R	7/07/2016		28.31CR	079004	
	I-8030512	FIRST SUPPLY LLC	R	7/07/2016		321.97CR	079004	490.94

Attachment: 7-5-16 VOUCHERS (4938 : Voucher Approval.)

7/07/2016 4:01 PM

A / P CHECK REGISTER

PAGE: 4

PACKET: 05207 JUL 2016 ADVANCED COUNCIL

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0097	FIVE ALARM INC							
	I-158319-1	FIVE ALARM INC	R	7/07/2016		38.74CR	079005	38.74
1891	GANNETT WI MEDIA							
	I-9888152	GANNETT WI MEDIA	R	7/07/2016		2,274.27CR	079006	2,274.27
6923	GORDON FLESCH COMPANY INC.							
	I-IN11566553	GORDON FLESCH COMPANY INC.	R	7/07/2016		117.00CR	079007	117.00
0116	GRAINGER INC							
	I-9125870346	GRAINGER INC	R	7/07/2016		324.62CR	079008	
	I-9126298893	GRAINGER INC	R	7/07/2016		180.24CR	079008	
	I-9126298901	GRAINGER INC	R	7/07/2016		54.45CR	079008	
	I-9126298919	GRAINGER INC	R	7/07/2016		66.83CR	079008	
	I-9126298927	GRAINGER INC	R	7/07/2016		97.92CR	079008	
	I-9126298935	GRAINGER INC	R	7/07/2016		7.03CR	079008	
	I-9126298943	GRAINGER INC	R	7/07/2016		3.00CR	079008	
	I-9126298950	GRAINGER INC	R	7/07/2016		36.44CR	079008	
	I-9132208704	GRAINGER INC	R	7/07/2016		39.95CR	079008	810.48
7381	GRAND APPLIANCE AND TV							
	I-S016-164	GRAND APPLIANCE AND TV	R	7/07/2016		95.00CR	079009	95.00
0124	GREEN BAY CITY TREASURER							
	I-105649	GREEN BAY CITY TREASURER	R	7/07/2016		215.35CR	079010	215.35
1	HANSON, LORNA							
	I-201606276099	PAINTERS PARADIS	R	7/07/2016		12.00CR	079011	12.00
0446	HAWKINS INC							
	I-3891259 RI	HAWKINS INC	R	7/07/2016		4,399.13CR	079012	4,399.13
0912	HEID MUSIC CO							
	C-1503166	HEID MUSIC CO	R	7/07/2016		60.00	079013	
	I-1705546	HEID MUSIC CO	R	7/07/2016		460.00CR	079013	400.00
7208	HOLIDAY WHOLESALE							
	I-7815333	HOLIDAY WHOLESALE	R	7/07/2016		627.98CR	079014	
	I-7815339	HOLIDAY WHOLESALE	R	7/07/2016		627.98CR	079014	1,255.96
0135	HYDROCLEAN EQUIPMENT INC							
	I-IN00008302	HYDROCLEAN EQUIPMENT INC	R	7/07/2016		3.00CR	079015	3.00

Attachment: 7-5-16 VOUCHERS (4938 : Voucher Approval.)

7/07/2016 4:01 PM

A / P CHECK REGISTER

PAGE: 5

PACKET: 05207 JUL 2016 ADVANCED COUNCIL

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5484	HYDROCORP INC							
	I-39295-IN	HYDROCORP INC	R	7/07/2016		600.00CR	079016	600.00
1399	INDOFF INC							
	C-2810386	INDOFF INC	R	7/07/2016		20.86	079017	
	I-2804122	INDOFF INC	R	7/07/2016		239.26CR	079017	
	I-2805351	INDOFF INC	R	7/07/2016		38.80CR	079017	
	I-2807291	INDOFF INC	R	7/07/2016		135.88CR	079017	
	I-2811773	INDOFF INC	R	7/07/2016		678.85CR	079017	1,071.93
0567	INDUSTRIAL MARKETING CORP							
	I-40903	INDUSTRIAL MARKETING CORP	R	7/07/2016		69.26CR	079018	
	I-40927	INDUSTRIAL MARKETING CORP	R	7/07/2016		302.22CR	079018	371.48
7424	INSTITUTE FOR WISCONSIN'S HEALTH INC							
	I-201606306115	INSTITUTE FOR WISCONSIN'S HEAL	R	7/07/2016		350.00CR	079019	350.00
0141	JEFFERSON FIRE & SAFETY INC							
	I-227599	JEFFERSON FIRE & SAFETY INC	R	7/07/2016		50.30CR	079020	50.30
3986	KIMPS ACE HARDWARE CORP							
	I-329912	KIMPS ACE HARDWARE CORP	R	7/07/2016		185.94CR	079021	185.94
0153	LAFORCE INC							
	I-1002105	LAFORCE INC	R	7/07/2016		169.83CR	079022	169.83
6577	LAKELAND LAWN CARE							
	I-60746	LAKELAND LAWN CARE	R	7/07/2016		2,410.00CR	079023	2,410.00
0154	LAMERS BUS LINES INC							
	I-492731	LAMERS BUS LINES INC	R	7/07/2016		255.00CR	079024	
	I-492969	LAMERS BUS LINES INC	R	7/07/2016		184.76CR	079024	439.76
4617	LANGUAGE LINE SERVICES							
	I-3840991	LANGUAGE LINE SERVICES	R	7/07/2016		80.41CR	079025	80.41
0159	LEXIS NEXIS INC							
	I-1605248796	LEXIS NEXIS INC	R	7/07/2016		214.00CR	079026	214.00
7426	LYON							
	I-1957305	LYON	R	7/07/2016		5,973.68CR	079027	5,973.68

Attachment: 7-5-16 VOUCHERS (4938 : Voucher Approval.)

7/07/2016 4:01 PM

A / P CHECK REGISTER

PAGE: 6

PACKET: 05207 JUL 2016 ADVANCED COUNCIL

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7185	M3 INSURANCE SOLUTIONS, INC.							
	I-14848	M3 INSURANCE SOLUTIONS, INC.	R	7/07/2016		34,000.00CR	079028	
	I-15123	M3 INSURANCE SOLUTIONS, INC.	R	7/07/2016		6,405.57CR	079028	40,405.57
0169	MC MONAGLE LUMBER CO INC							
	I-61252	MC MONAGLE LUMBER CO INC	R	7/07/2016		7.11CR	079029	7.11
4254	MEACHAM NURSERY							
	I-IV16-6036	MEACHAM NURSERY	R	7/07/2016		2,332.00CR	079030	2,332.00
0173	MENARDS INC							
	C-87148	MENARDS INC	R	7/07/2016		12.99	079031	
	I-86497	MENARDS INC	R	7/07/2016		28.32CR	079031	
	I-86793	MENARDS INC	R	7/07/2016		499.17CR	079031	514.50
4946	MERRILL EQUIPMENT CO							
	I-48846	MERRILL EQUIPMENT CO	R	7/07/2016		58,924.00CR	079032	58,924.00
7407	MEULEMANS BROTHERS ELECTRIC LLC							
	I-1548	MEULEMANS BROTHERS ELECTRIC LL	R	7/07/2016		1,950.00CR	079033	1,950.00
1475	MUNICIPAL CODE CORP							
	I-270942	MUNICIPAL CODE CORP	R	7/07/2016		736.53CR	079034	736.53
4546	NATIONAL ELEVATOR INSPECT SERV INC							
	I-232889	NATIONAL ELEVATOR INSPECT SERV	R	7/07/2016		97.90CR	079035	97.90
0531	NORTHEAST AUTO PARTS INC							
	I-312265	NORTHEAST AUTO PARTS INC	R	7/07/2016		191.77CR	079036	
	I-312270	NORTHEAST AUTO PARTS INC	R	7/07/2016		17.30CR	079036	
	I-312275	NORTHEAST AUTO PARTS INC	R	7/07/2016		21.98CR	079036	
	I-312345	NORTHEAST AUTO PARTS INC	R	7/07/2016		43.98CR	079036	
	I-312415	NORTHEAST AUTO PARTS INC	R	7/07/2016		42.54CR	079036	
	I-312547	NORTHEAST AUTO PARTS INC	R	7/07/2016		86.03CR	079036	
	I-312608	NORTHEAST AUTO PARTS INC	R	7/07/2016		109.54CR	079036	513.14
7427	NUISANCE PRO LLC							
	I-2984	NUISANCE PRO LLC	R	7/07/2016		100.00CR	079037	100.00
0255	ONE LAW GROUP SC							
	I-406-01M (245)	ONE LAW GROUP SC	R	7/07/2016		598.50CR	079038	598.50

Attachment: 7-5-16 VOUCHERS (4938 : Voucher Approval.)

7/07/2016 4:01 PM

A / P CHECK REGISTER

PAGE: 7

PACKET: 05207 JUL 2016 ADVANCED COUNCIL

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-165327	OSHKOSH FIRE & POLICE EQUIPMEN	R	7/07/2016		96.00CR	079039	96.00
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY2158257	OVERHEAD DOOR CO OF GREEN BAY	R	7/07/2016		277.65CR	079040	277.65
5222	P J KORTENS & CO INC							
	I-10018609	P J KORTENS & CO INC	R	7/07/2016		912.02CR	079041	
	I-10018623	P J KORTENS & CO INC	R	7/07/2016		259.75CR	079041	
	I-10018625	P J KORTENS & CO INC	R	7/07/2016		471.63CR	079041	1,643.40
0197	PACKER CITY INTERNATIONAL INC							
	I-X101046445:01	PACKER CITY INTERNATIONAL INC	R	7/07/2016		34.96CR	079042	34.96
5476	PERSONNEL EVALUATION INC							
	I-18728	PERSONNEL EVALUATION INC	R	7/07/2016		199.00CR	079043	
	I-18830	PERSONNEL EVALUATION INC	R	7/07/2016		28.00CR	079043	227.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-65105	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/07/2016		92.15CR	079044	
	I-65392	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/07/2016		36.90CR	079044	129.05
0208	POMP'S TIRE SERVICE INC							
	I-1010039412	POMP'S TIRE SERVICE INC	R	7/07/2016		790.70CR	079045	
	I-90031896	POMP'S TIRE SERVICE INC	R	7/07/2016		29.95CR	079045	
	I-90032245	POMP'S TIRE SERVICE INC	R	7/07/2016		240.00CR	079045	
	I-90032364	POMP'S TIRE SERVICE INC	R	7/07/2016		201.67CR	079045	1,262.32
1246	PREVEA HEALTH							
	I-102420	PREVEA HEALTH	R	7/07/2016		584.00CR	079046	584.00
0395	PRO ONE JANITORIAL INC							
	I-112368	PRO ONE JANITORIAL INC	R	7/07/2016		979.00CR	079047	979.00
0158	ROBERT E LEE & ASSOCIATES INC							
	I-70538	ROBERT E LEE & ASSOCIATES INC	R	7/07/2016		903.62CR	079048	
	I-70540	ROBERT E LEE & ASSOCIATES INC	R	7/07/2016		828.00CR	079048	1,731.62
3234	SHERWIN WILLIAMS							
	C-4254-1	SHERWIN WILLIAMS	R	7/07/2016		442.35	079049	
	C-4256-6	SHERWIN WILLIAMS	R	7/07/2016		28.71	079049	
	C-4304-4	SHERWIN WILLIAMS	R	7/07/2016		57.54	079049	
	I-5183-7	SHERWIN WILLIAMS	R	7/07/2016		1,361.13CR	079049	
	I-5193--6	SHERWIN WILLIAMS	R	7/07/2016		13.98CR	079049	846.51

Attachment: 7-5-16 VOUCHERS (4938 : Voucher Approval.)

7/07/2016 4:01 PM

A / P CHECK REGISTER

PAGE: 8

PACKET: 05207 JUL 2016 ADVANCED COUNCIL

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
3545	SHORT ELLIOTT HENDRICKSON INC							
	I-315912	SHORT ELLIOTT HENDRICKSON INC	R	7/07/2016		1,759.00CR	079050	1,759.00
0406	SIMPLEXGRINNELL INC							
	I-82560775	SIMPLEXGRINNELL INC	R	7/07/2016		48.00CR	079051	48.00
1179	SKILLPATH SEMINARS							
	I-11150391	SKILLPATH SEMINARS	R	7/07/2016		99.00CR	079052	
	I-11150392	SKILLPATH SEMINARS	R	7/07/2016		99.00CR	079052	198.00
2683	SOMMERS CONSTRUCTION CO INC							
	I-15-06 (5)	SOMMERS CONSTRUCTION CO INC	R	7/07/2016		13,439.93CR	079053	13,439.93
0252	SOUTHSIDE TIRE CO INC							
	I-3052883	SOUTHSIDE TIRE CO INC	R	7/07/2016		196.50CR	079054	196.50
0719	SPRINGSTED INC							
	I-000296.127 (1)	SPRINGSTED INC	R	7/07/2016		5,095.00CR	079055	5,095.00
4094	STATE BAR OF WISCONSIN							
	I-5007544	STATE BAR OF WISCONSIN	R	7/07/2016		73.40CR	079056	
	I-5008725	STATE BAR OF WISCONSIN	R	7/07/2016		103.80CR	079056	177.20
0257	STREICHER'S INC							
	I-11210904	STREICHER'S INC	R	7/07/2016		580.00CR	079057	580.00
0752	SYSTEMS FURNITURE INC							
	I-29212	SYSTEMS FURNITURE INC	R	7/07/2016		499.00CR	079058	499.00
0262	TEMPERATURE SYSTEMS INC							
	I-2512395-00	TEMPERATURE SYSTEMS INC	R	7/07/2016		86.22CR	079059	
	I-2512396-00	TEMPERATURE SYSTEMS INC	R	7/07/2016		126.36CR	079059	
	I-2512397-00	TEMPERATURE SYSTEMS INC	R	7/07/2016		224.40CR	079059	
	I-2512568-00	TEMPERATURE SYSTEMS INC	R	7/07/2016		76.86CR	079059	513.84
4842	THOMSON REUTERS							
	I-834180841	THOMSON REUTERS	R	7/07/2016		426.57CR	079060	426.57
6162	TRUGREEN							
	I-46700961	TRUGREEN	R	7/07/2016		45.00CR	079061	
	I-46704093	TRUGREEN	R	7/07/2016		45.00CR	079061	
	I-46756790	TRUGREEN	R	7/07/2016		111.00CR	079061	
	I-46758856	TRUGREEN	R	7/07/2016		45.00CR	079061	246.00

Attachment: 7-5-16 VOUCHERS (4938 : Voucher Approval.)

7/07/2016 4:01 PM

A / P CHECK REGISTER

PAGE: 9

PACKET: 05207 JUL 2016 ADVANCED COUNCIL

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6900	TURRIFF PLUMBING INC.							
	I-8260	TURRIFF PLUMBING INC.	R	7/07/2016		288.75CR	079062	288.75
0272	UNIFORM SHOPPE INC							
	C-255831	UNIFORM SHOPPE INC	R	7/07/2016		17.95	079063	
	I-255202	UNIFORM SHOPPE INC	R	7/07/2016		122.90CR	079063	
	I-255497	UNIFORM SHOPPE INC	R	7/07/2016		55.65CR	079063	
	I-255539	UNIFORM SHOPPE INC	R	7/07/2016		907.00CR	079063	
	I-255733	UNIFORM SHOPPE INC	R	7/07/2016		202.35CR	079063	
	I-255870	UNIFORM SHOPPE INC	R	7/07/2016		123.90CR	079063	
	I-255871	UNIFORM SHOPPE INC	R	7/07/2016		135.90CR	079063	
	I-255886	UNIFORM SHOPPE INC	R	7/07/2016		59.95CR	079063	1,589.70
7071	USIC LOCATING SERVICES LLC							
	I-181482	USIC LOCATING SERVICES LLC	R	7/07/2016		192.00CR	079064	192.00
1451	VALLEY CABINET INC							
	I-24287-000	VALLEY CABINET INC	R	7/07/2016		3,350.16CR	079065	3,350.16
1798	VILLA REAL							
	I-LC-1-33230	VILLA REAL	R	7/07/2016		35.25CR	079066	35.25
6093	WALT'S PETROLEUM SERVICE INC							
	I-80161	WALT'S PETROLEUM SERVICE INC	R	7/07/2016		2,143.86CR	079067	2,143.86
3374	WEST BEND MUTUAL INS CO							
	I-201606296111	WEST BEND MUTUAL INS CO	R	7/07/2016		20.00CR	079068	20.00
2645	WI DEPT OF JUSTICE							
	I-201606296112	WI DEPT OF JUSTICE	R	7/07/2016		91.00CR	079069	91.00
0975	WI DEPT OF NATURAL RESOURCES							
	I-405208870-2016-1	WI DEPT OF NATURAL RESOURCES	R	7/07/2016		3,000.00CR	079070	3,000.00
0286	WILLIAMS NURSERY							
	I-162894	WILLIAMS NURSERY	R	7/07/2016		852.50CR	079071	852.50

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	102	0.00	241,001.12	241,001.12
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:	102	0.00	241,001.12	241,001.12

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

7/07/2016 4:01 PM

A / P CHECK REGISTER

PAGE: 10

PACKET: 05207 JUL 2016 ADVANCED COUNCIL

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	7/2016	118,227.62CR
201	7/2016	5,151.73CR
208	7/2016	192.00CR
235	7/2016	498.00CR
260	7/2016	4,644.50CR
280	7/2016	30.00CR
290	7/2016	5,095.00CR
405	7/2016	16,642.82CR
415	7/2016	72,538.02CR
601	7/2016	12,879.20CR
650	7/2016	5,102.23CR
=====		
ALL		241,001.12CR

Attachment: 7-5-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0001	A1 ELEVATOR CORP							
	I-9911	A1 ELEVATOR CORP	R	7/19/2016		127.50CR	079089	
	I-9912	A1 ELEVATOR CORP	R	7/19/2016		157.50CR	079089	285.00
6426	ACL							
	I-201606-0	ACL	R	7/19/2016		147.40CR	079090	147.40
0302	AIRGAS USA LLC							
	I-9052653005	AIRGAS USA LLC	R	7/19/2016		267.64CR	079091	
	I-9053128572	AIRGAS USA LLC	R	7/19/2016		193.01CR	079091	
	I-9936939959	AIRGAS USA LLC	R	7/19/2016		315.20CR	079091	775.85
2982	ALL CITY COMMUNICATIONS							
	I-4699567-070116	ALL CITY COMMUNICATIONS	R	7/19/2016		183.86CR	079092	183.86
5323	ALLIED 100 LLC							
	I-697124	ALLIED 100 LLC	R	7/19/2016		304.20CR	079093	304.20
0007	AMBROSIUS SALES & SERVICE							
	I-103215	AMBROSIUS SALES & SERVICE	R	7/19/2016		93.53CR	079094	
	I-104050	AMBROSIUS SALES & SERVICE	R	7/19/2016		64.50CR	079094	
	I-104079	AMBROSIUS SALES & SERVICE	R	7/19/2016		297.88CR	079094	455.91
6022	APPLETON POST CRESCENT							
	I-9960909	APPLETON POST CRESCENT	R	7/19/2016		1,564.74CR	079095	1,564.74
1781	ASPHALT SEAL & REPAIR INC							
	I-16-13 (2)	ASPHALT SEAL & REPAIR INC	R	7/19/2016		21,605.19CR	079096	21,605.19
5604	AURORA BAYCARE MED CTR LLC							
	I-TT346	AURORA BAYCARE MED CTR LLC	R	7/19/2016		77.15CR	079097	77.15
0019	BADGER POPCORN & CONC SUPPLY INC							
	C-388863	BADGER POPCORN & CONC SUPPLY I	R	7/19/2016		26.16	079098	
	I-388713	BADGER POPCORN & CONC SUPPLY I	R	7/19/2016		182.35CR	079098	
	I-388714	BADGER POPCORN & CONC SUPPLY I	R	7/19/2016		258.38CR	079098	
	I-389144	BADGER POPCORN & CONC SUPPLY I	R	7/19/2016		209.35CR	079098	
	I-389639	BADGER POPCORN & CONC SUPPLY I	R	7/19/2016		208.70CR	079098	
	I-389643	BADGER POPCORN & CONC SUPPLY I	R	7/19/2016		21.10CR	079098	853.72
0020	BADGERLAND PRINTING INC							
	I-27921	BADGERLAND PRINTING INC	R	7/19/2016		44.00CR	079099	
	I-27927	BADGERLAND PRINTING INC	R	7/19/2016		72.00CR	079099	
	I-27955	BADGERLAND PRINTING INC	R	7/19/2016		195.00CR	079099	
	I-27971	BADGERLAND PRINTING INC	R	7/19/2016		54.00CR	079099	365.00

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0023	BATTERIES PLUS LLC							
	I-501-240443-01	BATTERIES PLUS LLC	R	7/19/2016		62.62CR	079100	
	I-501-493523	BATTERIES PLUS LLC	R	7/19/2016		236.50CR	079100	
	I-501-4940027	BATTERIES PLUS LLC	R	7/19/2016		106.95CR	079100	
	I-501-494084	BATTERIES PLUS LLC	R	7/19/2016		60.95CR	079100	
	I-EC0002902664-01	BATTERIES PLUS LLC	R	7/19/2016		288.58CR	079100	755.60
0027	BAY TOWEL INC							
	I-2191229	BAY TOWEL INC	R	7/19/2016		46.30CR	079101	
	I-2191230	BAY TOWEL INC	R	7/19/2016		77.85CR	079101	
	I-2193608	BAY TOWEL INC	R	7/19/2016		136.48CR	079101	
	I-2193629	BAY TOWEL INC	R	7/19/2016		60.13CR	079101	
	I-2195330	BAY TOWEL INC	R	7/19/2016		46.30CR	079101	
	I-2195331	BAY TOWEL INC	R	7/19/2016		77.85CR	079101	
	I-2199463	BAY TOWEL INC	R	7/19/2016		46.30CR	079101	
	I-2199464	BAY TOWEL INC	R	7/19/2016		79.54CR	079101	
	I-2199465	BAY TOWEL INC	R	7/19/2016		39.28CR	079101	
	I-2201856	BAY TOWEL INC	R	7/19/2016		136.48CR	079101	
	I-2201873	BAY TOWEL INC	R	7/19/2016		60.13CR	079101	
	I-2203587	BAY TOWEL INC	R	7/19/2016		46.30CR	079101	
	I-2203588	BAY TOWEL INC	R	7/19/2016		77.85CR	079101	930.79
1456	AL BENZSCHAWEL PLUMBING INC							
	I-22922	AL BENZSCHAWEL PLUMBING INC	R	7/19/2016		623.48CR	079102	
	I-23253	AL BENZSCHAWEL PLUMBING INC	R	7/19/2016		752.99CR	079102	1,376.47
0033	BIRDSEYE DAIRY INC							
	I-42135	BIRDSEYE DAIRY INC	R	7/19/2016		313.09CR	079103	
	I-42136	BIRDSEYE DAIRY INC	R	7/19/2016		248.79CR	079103	
	I-42420	BIRDSEYE DAIRY INC	R	7/19/2016		237.80CR	079103	799.68
0038	BROADWAY AUTOMOTIVE INC							
	I-347638P	BROADWAY AUTOMOTIVE INC	R	7/19/2016		21.24CR	079104	
	I-348128P	BROADWAY AUTOMOTIVE INC	R	7/19/2016		24.78CR	079104	46.02
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-31451	BROWN COUNTY PORT SOLID WASTE	R	7/19/2016		32,937.70CR	079105	32,937.70
2984	BROWN COUNTY TREASURER							
	I-2016-00000011	BROWN COUNTY TREASURER	R	7/19/2016		1,815.12CR	079106	1,815.12
6061	CARRICO AQUATIC RESOURCES INC							
	I-20162187	CARRICO AQUATIC RESOURCES INC	R	7/19/2016		5,000.00CR	079107	5,000.00

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0536	CDW GOVERNMENT INC							
	I-DJW0635	CDW GOVERNMENT INC	R	7/19/2016		70.80CR	079108	
	I-DLQ6753	CDW GOVERNMENT INC	R	7/19/2016		99.83CR	079108	
	I-DMN4989	CDW GOVERNMENT INC	R	7/19/2016		82.38CR	079108	253.01
2708	CLEANING SOLUTION SERVICES INC							
	I-11908	CLEANING SOLUTION SERVICES INC	R	7/19/2016		30.68CR	079109	30.68
0217	COUNTRY VISIONS COOPERATIVE							
	I-201606276094	COUNTRY VISIONS COOPERATIVE	R	7/19/2016		8.99CR	079110	
	I-201606276095	COUNTRY VISIONS COOPERATIVE	R	7/19/2016		6.49CR	079110	
	I-201606276096	COUNTRY VISIONS COOPERATIVE	R	7/19/2016		3.98CR	079110	
	I-201607126153	COUNTRY VISIONS COOPERATIVE	R	7/19/2016		13.49CR	079110	
	I-201607126154	COUNTRY VISIONS COOPERATIVE	R	7/19/2016		7.70CR	079110	40.65
7431	CRITERION PICTURES USA							
	I-414016	CRITERION PICTURES USA	R	7/19/2016		10.00CR	079111	10.00
6946	DEAN ENTERPRISES LLC							
	I-D-40961	DEAN ENTERPRISES LLC	R	7/19/2016		250.00CR	079112	250.00
0075	DIGGERS HOTLINE INC							
	I-160 6 36402	DIGGERS HOTLINE INC	R	7/19/2016		31.32CR	079113	31.32
7249	DLZ							
	I-135478	DLZ	R	7/19/2016		5,544.00CR	079114	5,544.00
0079	DORSCH CORP							
	I-52998	DORSCH CORP	R	7/19/2016		11,994.34CR	079115	
	I-54904	DORSCH CORP	R	7/19/2016		264.46CR	079115	12,258.80
6981	EMC INSURANCE COMPANIES							
	I-D-66680157	EMC INSURANCE COMPANIES	R	7/19/2016		121,952.25CR	079116	121,952.25
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1832646	EMERGENCY MEDICAL PRODUCTS INC	R	7/19/2016		600.45CR	079117	600.45
0086	EMPLOYEE RESOURCE CENTER INC							
	I-ERC-0616-8186	EMPLOYEE RESOURCE CENTER INC	R	7/19/2016		411.00CR	079118	411.00
7422	EXCEL UNDERGROUND LLC							
	I-4474	EXCEL UNDERGROUND LLC	R	7/19/2016		7,351.00CR	079119	7,351.00

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 4

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0331	FERGUSON WATERWORKS #1476 INC							
	I-199747	FERGUSON WATERWORKS #1476 INC	R	7/19/2016		859.20CR	079120	859.20
3303	FIRST AMERICAN TITLE INS COMPANY							
	I-1036-68085766	FIRST AMERICAN TITLE INS COMPA	R	7/19/2016		414.00CR	079121	
	I-1036-68085768	FIRST AMERICAN TITLE INS COMPA	R	7/19/2016		423.00CR	079121	837.00
0200	FIRST SUPPLY LLC							
	I-10069706-00	FIRST SUPPLY LLC	R	7/19/2016		8.56CR	079122	
	I-10078079-00	FIRST SUPPLY LLC	R	7/19/2016		5.22CR	079122	13.78
3304	FISCHER-ULMAN CONST INC							
	I-11153	FISCHER-ULMAN CONST INC	R	7/19/2016		1,000.00CR	079123	1,000.00
1372	FORTRESS FENCE INC							
	I-7293-C	FORTRESS FENCE INC	R	7/19/2016		1,725.00CR	079124	1,725.00
0105	FOX SPECIALITY COMPANY							
	I-33297	FOX SPECIALITY COMPANY	R	7/19/2016		145.89CR	079125	
	I-332971	FOX SPECIALITY COMPANY	R	7/19/2016		38.81CR	079125	184.70
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-TFPB0000340360	FOX VALLEY TECHNICAL COLLEGE	R	7/19/2016		225.00CR	079126	225.00
0116	GRAINGER INC							
	I-9126298968	GRAINGER INC	R	7/19/2016		30.91CR	079127	
	I-9142890426	GRAINGER INC	R	7/19/2016		182.72CR	079127	213.63
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-985700683	GRAYBAR ELECTRIC COMPANY INC	R	7/19/2016		38.85CR	079128	
	I-985777590	GRAYBAR ELECTRIC COMPANY INC	R	7/19/2016		156.82CR	079128	
	I-985985441	GRAYBAR ELECTRIC COMPANY INC	R	7/19/2016		2.92CR	079128	198.59
0122	GREEN BAY REBUILDERS LLC							
	I-39519	GREEN BAY REBUILDERS LLC	R	7/19/2016		465.00CR	079129	
	I-39599	GREEN BAY REBUILDERS LLC	R	7/19/2016		50.00CR	079129	515.00
4902	HALRON LUBRICANTS INC							
	I-845261-00	HALRON LUBRICANTS INC	R	7/19/2016		650.74CR	079130	
	I-845976-00	HALRON LUBRICANTS INC	R	7/19/2016		193.65CR	079130	
	I-849503-00	HALRON LUBRICANTS INC	R	7/19/2016		171.24CR	079130	1,015.63

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 5

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK		DISCOUNT	AMOUNT	CHECK	
			TYPE	DATE			NO#	AMOUNT
3521	HD SUPPLY WATERWORKS LTD							
	I-F575127	HD SUPPLY WATERWORKS LTD	R	7/19/2016		33,579.00CR	079131	
	I-F686960	HD SUPPLY WATERWORKS LTD	R	7/19/2016		770.00CR	079131	
	I-F687048	HD SUPPLY WATERWORKS LTD	R	7/19/2016		3,483.00CR	079131	
	I-F751974	HD SUPPLY WATERWORKS LTD	R	7/19/2016		73.62CR	079131	37,905.62
7208	HOLIDAY WHOLESALE							
	C-7837406	HOLIDAY WHOLESALE	R	7/19/2016		15.37	079132	
	I-7825589	HOLIDAY WHOLESALE	R	7/19/2016		230.70CR	079132	
	I-7825590	HOLIDAY WHOLESALE	R	7/19/2016		197.88CR	079132	
	I-7835467	HOLIDAY WHOLESALE	R	7/19/2016		152.11CR	079132	
	I-7835469	HOLIDAY WHOLESALE	R	7/19/2016		103.65CR	079132	
	I-7844460	HOLIDAY WHOLESALE	R	7/19/2016		77.07CR	079132	
	I-7852828	HOLIDAY WHOLESALE	R	7/19/2016		190.72CR	079132	936.76
5674	HOME TEAM SPORTS & APPAREL INC							
	I-27135	HOME TEAM SPORTS & APPAREL INC	R	7/19/2016		260.50CR	079133	260.50
5484	HYDROCORP INC							
	I-39432-IN	HYDROCORP INC	R	7/19/2016		2,876.00CR	079134	
	I-39508-IN	HYDROCORP INC	R	7/19/2016		3,325.00CR	079134	6,201.00
1399	INDOFF INC							
	I-2813041	INDOFF INC	R	7/19/2016		134.15CR	079135	
	I-2813739	INDOFF INC	R	7/19/2016		98.36CR	079135	
	I-2814066	INDOFF INC	R	7/19/2016		226.69CR	079135	
	I-2814368	INDOFF INC	R	7/19/2016		84.04CR	079135	
	I-2814369	INDOFF INC	R	7/19/2016		223.65CR	079135	
	I-2815653	INDOFF INC	R	7/19/2016		39.95CR	079135	
	I-2816758	INDOFF INC	R	7/19/2016		131.67CR	079135	
	I-2816991	INDOFF INC	R	7/19/2016		269.95CR	079135	
	I-2817459	INDOFF INC	R	7/19/2016		10.55CR	079135	
	I-2817460	INDOFF INC	R	7/19/2016		63.66CR	079135	
	I-2817924	INDOFF INC	R	7/19/2016		20.43CR	079135	
	I-2818117	INDOFF INC	R	7/19/2016		63.49CR	079135	
	I-2819402	INDOFF INC	R	7/19/2016		14.45CR	079135	
	I-2819445	INDOFF INC	R	7/19/2016		911.96CR	079135	
	I-2820457	INDOFF INC	R	7/19/2016		70.94CR	079135	
	I-2820761	INDOFF INC	R	7/19/2016		85.98CR	079135	2,449.92
VOID	VOID CHECK		V	7/19/2016			079136	**VOID**

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 6

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0567	INDUSTRIAL MARKETING CORP							
	I-40983	INDUSTRIAL MARKETING CORP	R	7/19/2016		17.27CR	079137	17.27
6809	JACK'S MAINTENANCE SERVICE INC.							
	I-33290	JACK'S MAINTENANCE SERVICE INC	R	7/19/2016		320.00CR	079138	320.00
3295	JOHN'S REFREGGERATION INC							
	I-114825-IN	JOHN'S REFREGGERATION INC	R	7/19/2016		89.00CR	079139	89.00
2602	JOSSART BROTHERS INC							
	I-16-02 (1)	JOSSART BROTHERS INC	R	7/19/2016		171,069.68CR	079140	
	I-9-322REVISE	JOSSART BROTHERS INC	R	7/19/2016		941.65CR	079140	
	I-9-323	JOSSART BROTHERS INC	R	7/19/2016		1,154.00CR	079140	
	I-9-358	JOSSART BROTHERS INC	R	7/19/2016		4,122.75CR	079140	
	I-9-359	JOSSART BROTHERS INC	R	7/19/2016		2,616.00CR	079140	179,904.08
1276	JX ENTERPRISES INC							
	I-D-261530133	JX ENTERPRISES INC	R	7/19/2016		205.03CR	079141	
	I-D-261540054	JX ENTERPRISES INC	R	7/19/2016		38.41CR	079141	
	I-D-261580055	JX ENTERPRISES INC	R	7/19/2016		30.20CR	079141	
	I-D-261580067	JX ENTERPRISES INC	R	7/19/2016		330.26CR	079141	
	I-D-261580104	JX ENTERPRISES INC	R	7/19/2016		3.16CR	079141	
	I-D-261590117	JX ENTERPRISES INC	R	7/19/2016		44.00CR	079141	
	I-D-261600105	JX ENTERPRISES INC	R	7/19/2016		89.42CR	079141	
	I-D-261600114	JX ENTERPRISES INC	R	7/19/2016		27.60CR	079141	
	I-D-261610046	JX ENTERPRISES INC	R	7/19/2016		48.00CR	079141	
	I-D-261620061	JX ENTERPRISES INC	R	7/19/2016		67.34CR	079141	
	I-D-261650110	JX ENTERPRISES INC	R	7/19/2016		80.40CR	079141	
	I-D-261650192	JX ENTERPRISES INC	R	7/19/2016		211.78CR	079141	
	I-D-261660006	JX ENTERPRISES INC	R	7/19/2016		151.52CR	079141	
	I-D-261670149	JX ENTERPRISES INC	R	7/19/2016		30.62CR	079141	
	I-D-261680133	JX ENTERPRISES INC	R	7/19/2016		9.69CR	079141	
	I-D-261740129	JX ENTERPRISES INC	R	7/19/2016		45.85CR	079141	
	I-D-261760021	JX ENTERPRISES INC	R	7/19/2016		3.54CR	079141	
	I-D-261770016	JX ENTERPRISES INC	R	7/19/2016		3.94CR	079141	
	I-D-261810022	JX ENTERPRISES INC	R	7/19/2016		30.87CR	079141	
	I-D-261810099	JX ENTERPRISES INC	R	7/19/2016		127.32CR	079141	
	I-D-261820021	JX ENTERPRISES INC	R	7/19/2016		9.58CR	079141	
	I-D-261830074	JX ENTERPRISES INC	R	7/19/2016		18.67CR	079141	
	I-D-261870081	JX ENTERPRISES INC	R	7/19/2016		33.87CR	079141	
	I-D-261880116	JX ENTERPRISES INC	R	7/19/2016		34.51CR	079141	
	I-D-261890049	JX ENTERPRISES INC	R	7/19/2016		4.03CR	079141	
	I-D-261890069	JX ENTERPRISES INC	R	7/19/2016		9.58CR	079141	
	I-D-261890092	JX ENTERPRISES INC	R	7/19/2016		14.74CR	079141	
	I-D-261890099	JX ENTERPRISES INC	R	7/19/2016		4.03CR	079141	
	I-D-26189032	JX ENTERPRISES INC	R	7/19/2016		9.36CR	079141	
	I-D-261900089	JX ENTERPRISES INC	R	7/19/2016		33.87CR	079141	1,751.19

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 7

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	7/19/2016			079142	**VOID**
VOID	VOID CHECK		V	7/19/2016			079143	**VOID**
4584	KRUCZEK CONST INC							
	I-16-09 (4)	KRUCZEK CONST INC	R	7/19/2016		168,784.69CR	079144	168,784.69
3140	KUNDINGER FLUID POWER INC							
	I-50389021	KUNDINGER FLUID POWER INC	R	7/19/2016		663.49CR	079145	663.49
0153	LAFORCE INC							
	I-1003391	LAFORCE INC	R	7/19/2016		622.34CR	079146	622.34
0154	LAMERS BUS LINES INC							
	I-201607126155	LAMERS BUS LINES INC	R	7/19/2016		1,244.40CR	079147	
	I-493483	LAMERS BUS LINES INC	R	7/19/2016		201.22CR	079147	
	I-493484	LAMERS BUS LINES INC	R	7/19/2016		255.00CR	079147	
	I-493485	LAMERS BUS LINES INC	R	7/19/2016		255.00CR	079147	
	I-493486	LAMERS BUS LINES INC	R	7/19/2016		255.00CR	079147	2,210.62
0156	LAWSON PRODUCTS INC							
	I-9304186057	LAWSON PRODUCTS INC	R	7/19/2016		385.30CR	079148	385.30
7082	LEE RECREATION LLC							
	I-10616-16	LEE RECREATION LLC	R	7/19/2016		8,745.00CR	079149	8,745.00
0159	LEXIS NEXIS INC							
	I-1606248389	LEXIS NEXIS INC	R	7/19/2016		214.00CR	079150	214.00
1187	LINCOLN CONTRACTORS SUPPLY INC							
	I-K55300	LINCOLN CONTRACTORS SUPPLY INC	R	7/19/2016		165.98CR	079151	165.98
7423	LOW VOLTAGE SOLUTIONS LLC							
	I-657	LOW VOLTAGE SOLUTIONS LLC	R	7/19/2016		496.39CR	079152	496.39
6198	MAILFINANCE							
	I-N6020549	MAILFINANCE	R	7/19/2016		314.73CR	079153	314.73
0173	MENARDS INC							
	I-57153	MENARDS INC	R	7/19/2016		26.05CR	079154	
	I-86892	MENARDS INC	R	7/19/2016		34.75CR	079154	
	I-86915	MENARDS INC	R	7/19/2016		16.86CR	079154	
	I-86968	MENARDS INC	R	7/19/2016		84.98CR	079154	
	I-87055	MENARDS INC	R	7/19/2016		79.94CR	079154	
	I-87063	MENARDS INC	R	7/19/2016		63.96CR	079154	
	I-87123	MENARDS INC	R	7/19/2016		151.01CR	079154	
	I-87134	MENARDS INC	R	7/19/2016		29.99CR	079154	
	I-87145	MENARDS INC	R	7/19/2016		29.24CR	079154	
	I-87183	MENARDS INC	R	7/19/2016		18.88CR	079154	
	I-87251	MENARDS INC	R	7/19/2016		23.19CR	079154	
	I-87252	MENARDS INC	R	7/19/2016		3.29CR	079154	
	I-87342	MENARDS INC	R	7/19/2016		14.48CR	079154	

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 8

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
	I-87379	MENARDS INC	R	7/19/2016		112.13CR	079154	
	I-87431	MENARDS INC	R	7/19/2016		33.91CR	079154	
	I-87516	MENARDS INC	R	7/19/2016		61.46CR	079154	
	I-87533	MENARDS INC	R	7/19/2016		428.99CR	079154	
	I-87607	MENARDS INC	R	7/19/2016		172.80CR	079154	
	I-87681	MENARDS INC	R	7/19/2016		144.79CR	079154	
	I-87714	MENARDS INC	R	7/19/2016		56.81CR	079154	
	I-87716	MENARDS INC	R	7/19/2016		49.50CR	079154	
	I-87728	MENARDS INC	R	7/19/2016		74.60CR	079154	
	I-87734	MENARDS INC	R	7/19/2016		44.10CR	079154	
	I-87822	MENARDS INC	R	7/19/2016		7.50CR	079154	
	I-87931	MENARDS INC	R	7/19/2016		29.78CR	079154	
	I-87933	MENARDS INC	R	7/19/2016		14.98CR	079154	
	I-88070	MENARDS INC	R	7/19/2016		55.97CR	079154	
	I-88075	MENARDS INC	R	7/19/2016		18.88CR	079154	
	I-88290	MENARDS INC	R	7/19/2016		42.64CR	079154	
	I-88378	MENARDS INC	R	7/19/2016		112.58CR	079154	2,038.04
VOID	VOID CHECK		V	7/19/2016			079155	**VOID**
VOID	VOID CHECK		V	7/19/2016			079156	**VOID**
0176	MID STATE SUPPLY CORP							
	I-4089589	MID STATE SUPPLY CORP	R	7/19/2016		1,971.74CR	079157	1,971.74
7432	MORPHOTRAK LLC							
	I-131603	MORPHOTRAK LLC	R	7/19/2016		1,725.00CR	079158	1,725.00
0076	NASSCO INC							
	I-S2055868.001	NASSCO INC	R	7/19/2016		206.59CR	079159	206.59
3191	NIELSON COMMUNICATIONS INC							
	I-AT10674	NIELSON COMMUNICATIONS INC	R	7/19/2016		49.90CR	079160	
	I-GB16-20926	NIELSON COMMUNICATIONS INC	R	7/19/2016		234.50CR	079160	284.40
0531	NORTHEAST AUTO PARTS INC							
	I-312696	NORTHEAST AUTO PARTS INC	R	7/19/2016		3.58CR	079161	
	I-312719	NORTHEAST AUTO PARTS INC	R	7/19/2016		48.30CR	079161	
	I-312849	NORTHEAST AUTO PARTS INC	R	7/19/2016		16.58CR	079161	
	I-312878	NORTHEAST AUTO PARTS INC	R	7/19/2016		53.96CR	079161	
	I-312895	NORTHEAST AUTO PARTS INC	R	7/19/2016		15.39CR	079161	
	I-312896	NORTHEAST AUTO PARTS INC	R	7/19/2016		192.31CR	079161	
	I-312923	NORTHEAST AUTO PARTS INC	R	7/19/2016		192.31CR	079161	522.43

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 9

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7268	NORTHSTAR FUR & TRADING							
	I-60777	NORTHSTAR FUR & TRADING	R	7/19/2016		71.00CR	079162	
	I-61312	NORTHSTAR FUR & TRADING	R	7/19/2016		159.00CR	079162	230.00
0187	NSIGHT TELSVCES							
	I-201607126156	NSIGHT TELSVCES	R	7/19/2016		64.40CR	079163	64.40
0194	OLSON TRAILER & BODY LLC							
	I-71434	OLSON TRAILER & BODY LLC	R	7/19/2016		6,528.74CR	079164	6,528.74
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY2162541	OVERHEAD DOOR CO OF GREEN BAY	R	7/19/2016		1,650.00CR	079165	1,650.00
0197	PACKER CITY INTERNATIONAL INC							
	I-X101047604:01	PACKER CITY INTERNATIONAL INC	R	7/19/2016		34.96CR	079166	34.96
0199	PARKER COATINGS INC							
	I-275296	PARKER COATINGS INC	R	7/19/2016		79.19CR	079167	
	I-275391	PARKER COATINGS INC	R	7/19/2016		6,000.00CR	079167	6,079.19
0202	PEPSI COLA NEW INC							
	I-354548	PEPSI COLA NEW INC	R	7/19/2016		256.32CR	079168	
	I-354549	PEPSI COLA NEW INC	R	7/19/2016		301.92CR	079168	558.24
3401	PETERS CONCRETE COMPANY INC							
	I-16-14 (1)	PETERS CONCRETE COMPANY INC	R	7/19/2016		43,283.23CR	079169	43,283.23
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-65518	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/19/2016		231.68CR	079170	
	I-65524	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/19/2016		127.56CR	079170	
	I-65643	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/19/2016		345.99CR	079170	
	I-65760	PM SUPPLY - WRIGHT INDUSTRIAL	R	7/19/2016		75.50CR	079170	780.73
0208	POMP'S TIRE SERVICE INC							
	I-90032450	POMP'S TIRE SERVICE INC	R	7/19/2016		157.15CR	079171	157.15
0209	POOL WORKS INC							
	I-107467-1	POOL WORKS INC	R	7/19/2016		71.94CR	079172	
	I-108917-1	POOL WORKS INC	R	7/19/2016		23.00CR	079172	
	I-109059-1	POOL WORKS INC	R	7/19/2016		304.62CR	079172	399.56
1246	PREVEA HEALTH							
	I-103105	PREVEA HEALTH	R	7/19/2016		77.70CR	079173	77.70

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 10

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6335	R A SMITH NATIONAL							
	I-124970	R A SMITH NATIONAL	R	7/19/2016		4,176.13CR	079174	4,176.13
5973	RAE-COR DISTRIBUTING INC							
	I-67183	RAE-COR DISTRIBUTING INC	R	7/19/2016		122.40CR	079175	122.40
7217	RAILWORKS TRACK SYSTEMS INC.							
	I-15-18 (2) FINAL	RAILWORKS TRACK SYSTEMS INC.	R	7/19/2016		22,721.25CR	079176	22,721.25
1359	RAY O'HERRON CO INC							
	I-1636898-IN	RAY O'HERRON CO INC	R	7/19/2016		83.24CR	079177	83.24
6948	RAY'S TIRE							
	I-3-38498	RAY'S TIRE	R	7/19/2016		790.48CR	079178	790.48
0398	REFRIGERATION SERVICES							
	I-112696	REFRIGERATION SERVICES	R	7/19/2016		825.00CR	079179	825.00
0227	REINDERS INC							
	I-1640146-00	REINDERS INC	R	7/19/2016		22.77CR	079180	
	I-1640146-01	REINDERS INC	R	7/19/2016		93.67CR	079180	
	I-1640232-00	REINDERS INC	R	7/19/2016		999.59CR	079180	
	I-1640542-00	REINDERS INC	R	7/19/2016		272.96CR	079180	1,388.99
6971	RENNERT'S FIRE EQUIP SERV INC.							
	I-35302	RENNERT'S FIRE EQUIP SERV INC.	R	7/19/2016		2,037.89CR	079181	
	I-35307	RENNERT'S FIRE EQUIP SERV INC.	R	7/19/2016		1,495.76CR	079181	3,533.65
5393	RICOH USA INC.							
	I-5043129669	RICOH USA INC.	R	7/19/2016		354.12CR	079182	
	I-9016512272	RICOH USA INC.	R	7/19/2016		1,230.74CR	079182	1,584.86
6380	ROCK OIL REFINING INC							
	I-252514	ROCK OIL REFINING INC	R	7/19/2016		48.00CR	079183	
	I-252654	ROCK OIL REFINING INC	R	7/19/2016		90.00CR	079183	138.00
7221	SCENICVIEW LANDSCAPE							
	I-168	SCENICVIEW LANDSCAPE	R	7/19/2016		3,300.00CR	079184	3,300.00
1	SCHROTH WHOLESALE SUPPLY CO							
	I-201607126157	29	R	7/19/2016		32.45CR	079185	32.45

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 11

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
3234	SHERWIN WILLIAMS							
	I-3934-9	SHERWIN WILLIAMS	R	7/19/2016		169.20CR	079186	
	I-4292-1	SHERWIN WILLIAMS	R	7/19/2016		1,279.54CR	079186	
	I-5077-4	SHERWIN WILLIAMS	R	7/19/2016		75.93CR	079186	
	I-5230-6	SHERWIN WILLIAMS	R	7/19/2016		88.47CR	079186	
	I-5281-9	SHERWIN WILLIAMS	R	7/19/2016		147.45CR	079186	
	I-5303-1	SHERWIN WILLIAMS	R	7/19/2016		147.45CR	079186	
	I-5343-7	SHERWIN WILLIAMS	R	7/19/2016		841.30CR	079186	
	I-5947-5	SHERWIN WILLIAMS	R	7/19/2016		120.00CR	079186	
	I-6639-0	SHERWIN WILLIAMS	R	7/19/2016		151.50CR	079186	3,020.84
0406	SIMPLEXGRINNELL INC							
	I-82643535	SIMPLEXGRINNELL INC	R	7/19/2016		290.00CR	079187	290.00
0831	SOCIETY FOR HUMAN RESOURCE MANAGMT							
	I-201606296106	SOCIETY FOR HUMAN RESOURCE MAN	R	7/19/2016		190.00CR	079188	190.00
6789	SPEEDY CLEAN DRAIN AND SEWER							
	I-16-15 (1)	SPEEDY CLEAN DRAIN AND SEWER	R	7/19/2016		20,983.60CR	079189	20,983.60
4094	STATE BAR OF WISCONSIN							
	I-5009533	STATE BAR OF WISCONSIN	R	7/19/2016		198.17CR	079190	198.17
0258	SUPERIOR CHEMICAL CORP							
	I-129566	SUPERIOR CHEMICAL CORP	R	7/19/2016		253.47CR	079191	253.47
0262	TEMPERATURE SYSTEMS INC							
	I-2512399-00	TEMPERATURE SYSTEMS INC	R	7/19/2016		196.76CR	079192	196.76
7180	THOMPSON INFORMATION SERVICES							
	I-201606296107	THOMPSON INFORMATION SERVICES	R	7/19/2016		429.00CR	079193	
	I-201606296108	THOMPSON INFORMATION SERVICES	R	7/19/2016		429.00CR	079193	
	I-201606296109	THOMPSON INFORMATION SERVICES	R	7/19/2016		429.00CR	079193	1,287.00
0268	TRUCK EQUIPMENT INC							
	I-695104-00	TRUCK EQUIPMENT INC	R	7/19/2016		117.18CR	079194	
	I-696821-00	TRUCK EQUIPMENT INC	R	7/19/2016		11.80CR	079194	128.98
0417	TWEET GAROT MECHANICAL INC							
	I-21896	TWEET GAROT MECHANICAL INC	R	7/19/2016		13,225.00CR	079195	
	I-33551	TWEET GAROT MECHANICAL INC	R	7/19/2016		6,765.00CR	079195	
	I-34425	TWEET GAROT MECHANICAL INC	R	7/19/2016		1,628.19CR	079195	
	I-34430	TWEET GAROT MECHANICAL INC	R	7/19/2016		2,182.08CR	079195	23,800.27

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 12

PACKET: 05212 JUL 2016 COUNCIL 7-19-16

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0272	UNIFORM SHOPPE INC							
	I-256171	UNIFORM SHOPPE INC	R	7/19/2016		42.95CR	079196	
	I-256185	UNIFORM SHOPPE INC	R	7/19/2016		240.35CR	079196	
	I-256191	UNIFORM SHOPPE INC	R	7/19/2016		145.85CR	079196	
	I-256281	UNIFORM SHOPPE INC	R	7/19/2016		19.95CR	079196	
	I-256525	UNIFORM SHOPPE INC	R	7/19/2016		32.95CR	079196	
	I-256635	UNIFORM SHOPPE INC	R	7/19/2016		134.85CR	079196	
	I-256755	UNIFORM SHOPPE INC	R	7/19/2016		15.90CR	079196	
	I-256762	UNIFORM SHOPPE INC	R	7/19/2016		741.70CR	079196	
	I-256780	UNIFORM SHOPPE INC	R	7/19/2016		38.90CR	079196	
	I-256795	UNIFORM SHOPPE INC	R	7/19/2016		220.80CR	079196	1,634.20
7015	US BANK EQUIPMENT FINANCE							
	I-308117266	US BANK EQUIPMENT FINANCE	R	7/19/2016		41.50CR	079197	41.50
7071	USIC LOCATING SERVICES LLC							
	I-186847	USIC LOCATING SERVICES LLC	R	7/19/2016		174.00CR	079198	174.00
0277	VAN'S FIRE & SAFETY INC							
	I-4086510	VAN'S FIRE & SAFETY INC	R	7/19/2016		68.14CR	079199	
	I-4087079	VAN'S FIRE & SAFETY INC	R	7/19/2016		48.55CR	079199	116.69
7396	VIERBICHER ASSOCIATES INC							
	I-4	VIERBICHER ASSOCIATES INC	R	7/19/2016		1,200.00CR	079200	1,200.00
1031	WAAO							
	I-201606306119	WAAO	R	7/19/2016		50.00CR	079201	50.00
5570	WALHDAB							
	I-201607136158	WALHDAB	R	7/19/2016		393.00CR	079202	393.00
1	WALKOWIAK JR, MICHAEL							
	I-201606296110	SEC DEP	R	7/19/2016		30.00CR	079203	30.00
3374	WEST BEND MUTUAL INS CO							
	I-201606306118	WEST BEND MUTUAL INS CO	R	7/19/2016		20.00CR	079204	20.00
6500	WI DEPT OF SAFETY AND PROF SERV							
	I-409509	WI DEPT OF SAFETY AND PROF SER	R	7/19/2016		50.00CR	079205	50.00
6469	WI DOCUMENT IMAGING							
	I-69148	WI DOCUMENT IMAGING	R	7/19/2016		197.71CR	079206	197.71

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 13

PACKET: 05212 JUL 2016 COUNCIL 7-19-16
 VENDOR SET: 01
 BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0300	ZARNOTH BRUSH WORKS INC							
	I-160745-IN	ZARNOTH BRUSH WORKS INC	R	7/19/2016		77.40CR	079207	77.40

* * T O T A L S * *		NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:		114	0.00	797,860.11	797,860.11
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:		5	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:		119	0.00	797,860.11	797,860.11

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

7/13/2016 9:44 AM

A / P CHECK REGISTER

PAGE: 14

PACKET: 05212 JUL 2016 COUNCIL 7-19-16
 VENDOR SET: 01
 BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	7/2016	265,874.66CR
201	7/2016	20,489.51CR
207	7/2016	8,745.00CR
208	7/2016	205.32CR
210	7/2016	1,200.00CR
405	7/2016	449,284.64CR
415	7/2016	7,848.34CR
455	7/2016	84.98CR
601	7/2016	31,877.61CR
650	7/2016	12,250.05CR
=====		
ALL		797,860.11CR

Attachment: 7-19-16 VOUCHERS (4938 : Voucher Approval.)

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

MEETING DATE: July 19, 2016
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- Operator List (PDF)

CITY OF DE PERE -July 19, 2016

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	GAZELLA, CASEY R.	1409 S. NORWOOD APT C	GREEN BAY	WI	54304
2	HUSS, TABITHA J.	1110 TERRY LN LOT #4	DE PERE	WI	54115
3	TAVERA, ALEX	3694 MAY LN	DE PERE	WI	54115
Temporary Operator License Applications					
1	FOWLER, ALEC C.	251 S. WEBSTER AV	DE PERE	WI	54115

New Operator License Applications for the 2016-2018 Licensing Period					
1	ABNET, JESSICA S.	371 CLERMONT CT	DE PERE	WI	54115
2	ALLEN, KIM S.	1840 ST. AGNES DR	GREEN BAY	WI	54304
3	ANDERSEN, REBECCA M.	2230 EARLY ST	GREEN BAY	WI	54304
4	BARBER, ELIZABETH C.	1331 BELLEVUE ST LOT 522	GREEN BAY	WI	54302
5	BARNELLA, DYLAN R.	272 KENNEY ST	GREEN BAY	WI	54302
6	BOELTER, TOMMY L.	1680 CAROLE LN #7	GREEN BAY	WI	54313
7	BOUCHER, LUKE D.	902 GREENE AV	GREEN BAY	WI	54301
8	CREEDEN HARRIS, MARY K.	701 KILLARNY TR	DE PERE	WI	54115
9	EYLER, BART M.	2359 LIBAL ST	GREEN BAY	WI	54301
10	HANSEN II, GARY S.	1814 S. RIDGE RD	GREEN BAY	WI	54304
11	HEIN, EMILY J.	800 ST. MARY'S ST	DE PERE	WI	54115
12	HEINTZKILL, REED T.	2573 OAKWOOD AV	GREEN BAY	WI	54301
13	LANGER, ZACHARY O.	460 N. OLDEN GLEN	DE PERE	WI	54115
14	MASUCA, NICOLE M.	844 LINDEN DR #20	GREEN BAY	WI	54311
15	MC GEE, PEGGY L.	140 E. WHITNEY	GREEN BAY	WI	54301
16	NEHLS, DANIEL J.	1490 LEAR LN	DE PERE	WI	54115
17	ROGERS, SUSAN M.	406 COLUMBIA AV	GREEN BAY	WI	54303
18	SCHNEIDER, RACHEL K.	2031 LEDGE HAVEN CT	DE PERE	WI	54115
19	SCHUIRMANN, BRIANNA J.	2802 VIKING DR	GREEN BAY	WI	54304
20	SCRAY, CHERYL L.	305 WASHINGTON ST	WRIGHTSTOWN	WI	54180
21	TREVINO, MARIA E.	1313 DOUSMAN ST	GREEN BAY	WI	54304
22	TWEEDALE, SHANNON M.	921 CHICAGO ST. UPPER	DE PERE	WI	54115
23	VANDEWALLE, HANNAH K.	13012 VELP AV	SUAMICO	WI	54313
24	VASQUEZ, JENILEE L.	1660 S. HURON #2	GREEN BAY	WI	54311
25	WOERNER, LOREN E.	428 PRAIRIE WAY	WRIGHTSTOWN	WI	54180

Renewal Operator License Applications for the 2016-2018 Licensing Period					
1	ANDERSON, KRISTA A.	1269 VANDERBRAAK ST	GREEN BAY	WI	54302
2	BARRY, JESSICA S.	1210 VALLEY VIEW	GREEN BAY	WI	54304
3	BAUER, KEVIN A.	842 WESTWOOD DR	DE PERE	WI	54115
4	BAUMANN, MIKE C.	2806 VIKING DR #3B	GREEN BAY	WI	54304
5	BETHKE, TRACY L.	325 PARK ST	PULASKI	WI	54162
6	BILOTTI, MARIO F.	387 VANDE HEI RD	GREEN BAY	WI	54301
7	BONCHER, STEPHANIE J.	2395 MERRY CREEK CT	GREEN BAY	WI	54311
8	BRAUN, TAMMY S.	810 FLORIST DR	HOBART	WI	54115

9	BURNARD, DIANE M.	1380 SCHEURING RD 27D	DE PERE	WI	54115
10	BYERS, ASHLEY M.	1111 ANDERSON DR #7	GREEN BAY	WI	54304
11	CAIN, MARY F.	1668 W. MAIN CI #39	DE PERE	WI	54115
12	CAMP, ASHLEY M.	257 EAST RIVER DR #11	DE PERE	WI	54115
13	CASHMAN, DEBORAH L.	1609 SWAN RD #4	DE PERE	WI	54115
14	CORDOVA, CRYSTAL J.	1121 BELLEVUE ST	GREEN BAY	WI	54302
15	DANFIELD, LINDA L.	2157 DICKINSON RD #3	DE PERE	WI	54115
16	DAUL, LARISSA M.	1157 CORAL ST	DE PERE	WI	54115
17	DAVIS, DEBRA A.	2105 RYAN RD APT 12	DE PERE	WI	54115
18	DE BAUCHE, KYLE J.	1426 MOHICAN CT	GREEN BAY	WI	54313
19	DECUR, SHAUN L.	346 FLORAL DR	GREEN BAY	WI	54301
20	DONOHUE, STEPHANIE M.	2344 HOPF LN	DE PERE	WI	54115
21	DORSEY, WILLIAM G.	325 CRESTVIEW LN	DE PERE	WI	54115
22	FINKEL, ANNA R.	838 S. ROOSEVELT	GREEN BAY	WI	54301
23	FORST, KYLA N.	1331 BELLEVUE ST	GREEN BAY	WI	54302
24	FRANZ, MICHAEL T.	W696 RIVER BEND DR	KAUKAUNA	WI	54130
25	FRIES, CHARLES J.	1213 N. IRWIN AV	GREEN BAY	WI	54302
26	GAUTHIER, EMILY K.	2245 SWANSTONE CI	DE PERE	WI	54115
27	GIANNUNZIO, KELLY M.	1245 7TH ST	GREEN BAY	WI	54304
28	GLATZ, SHARON M.	N3623 FARRELL RD	KAUKAUNA	WI	54130
29	GONNERING, NICK D.	985 N. BROADWAY #54	DE PERE	WI	54115
30	GORENCHAN, KAREN F.	2309 SANTA BARBARA DR	GREEN BAY	WI	54313
31	GRAVES, HANNAH F.	2013 HIDDEN CREEK RD	NEENAH	WI	54956
32	GREEN, DABNEY K.	2037 GREEN ACRES CT	DE PERE	WI	54115
33	GROTH, AMANDA A.	1808 MONROE ST	TWO RIVERS	WI	54241
34	GUTSCH, MEGAN J.	335 FAIR ST	WRIGHTSTOWN	WI	54180
35	HARRELL, STEVEN T.	1316 SCHEURING RD UNIT 8	DE PERE	WI	54115
36	HARTMAN, JESSICA M.	502 N. TENTH ST APT 69	DE PERE	WI	54115
37	HAYES, KATHERINE M.	1171 ORLANDO DR	GREEN BAY	WI	54304
38	HEINE, TONI L.	2108 MEMORIAL DR #108	GREEN BAY	WI	54303
39	HEMAUER, RENEE A.	726 N. WEBSTER AV	DE PERE	WI	54115
40	HEMMERICH, ALEXIS R.	818 OREGON ST	GREEN BAY	WI	54303
41	HENDRICKS, CARRIE A.	502 N. TENTH ST APT 77	DE PERE	WI	54115
42	HERNANDEZ, STEVEN M.	2410 EASTMAN AV #1	GREEN BAY	WI	54302
43	HOST, SYDNEY N.	1417 MORRIS AV	GREEN BAY	WI	54313
44	JAMES, ANN M.	536 S. WEBSTER AV	GREEN BAY	WI	54301
45	JIMENEZ, SERGIO	206 BROOKVIEW CT	COMBINED LOCKS	WI	54113
46	JOHNSON, DAVID L.	1024 CARDINAL LN	GREEN BAY	WI	54313
47	JOHNSON, JASMINE S.	1904 FARLINE AV APT 1	GREEN BAY	WI	54302
48	JOHNSTON, KASEY J.	1140 MORaine WAY #29	GREEN BAY	WI	54303
49	JOHNSTON, TAMMY L.	627 CLOVER LN	GREEN BAY	WI	54301
50	KARLIN, JONATHON P.	2201 BASTEN ST	GREEN BAY	WI	54302
51	KAWULA, PHILLIP D.	830 CHRISTIANA	GREEN BAY	WI	54303
52	KENT, COLBIE E.	304 MAIN AV #4	DE PERE	WI	54115
53	KUKLINSKI, JAMIE R.	1603 JAY LN	GREEN BAY	WI	54304
54	LAYDEN, MATTHEW J.	1445 EMILIE ST	GREEN BAY	WI	54301
55	LIMBERGER JR., DAVID	1582 QUARRY PARK DR APT 3	DE PERE	WI	54115

56	LOPEZ, JACQUELINE L.	280 ROSELAWN BLVD	GREEN BAY	WI	54301
57	LORET, KAYLA J.	1764 BURGOYNE CT #59	DE PERE	WI	54115
58	LUISIER, LORRAINE M.	506 14TH AV	GREEN BAY	WI	54303
59	MAASS-EVERARD, AUTUMN A.	N9339 FRENCH RD	SEYMOUR	WI	54165
60	MATTSON-HINTON, SHANNON M.	655 TRUMPETER TR #7	DE PERE	WI	54115
61	MC FADZEN, KATHLEEN L.	815 DIVISION ST	GREEN BAY	WI	54303
62	METOXEN, KATIE J.	1508 N. MENNEN CT	GREEN BAY	WI	54304
63	MIER, ALICIA R.	2211 MAGNOLIA LN	GREEN BAY	WI	54304
64	MOOREN, KAREN P.	1156 SCHEURING RD	DE PERE	WI	54115
65	NALLS, KRISTEN E.	202 S. LOCUST ST	GREEN BAY	WI	54303
66	NIKOLAY, LAURA L.	2034 STONE SILO CI	DE PERE	WI	54115
67	NYHAN, MEGAN M.	1006 4TH ST UPPER	DE PERE	WI	54115
68	PETERMANN, SCOTT D.	503 ROSEMARY DR	PULASKI	WI	54162
69	POPKE, CAROL L.	1322 SCHEURING RD #1	DE PERE	WI	54115
70	RADUE, NINA M.	2771 MANITOWOC RD	GREEN BAY	WI	54311
71	RASMUSSEN, CARRIE L.	40 WEIMAR CT	APPLETON	WI	54915
72	ROBB, ADAM L.	1641 SMITH ST	GREEN BAY	WI	54302
73	ROBERTS, BENJAMIN D.	901 S. NORWOOD AV	GREEN BAY	WI	54304
74	ROETHLISBERGER, ERIN J.	2072 HILLTOP DR	GREEN BAY	WI	54313
75	SABIN, DYLAN J.	1581 ORIOLE ST	GREEN BAY	WI	54311
76	SANDERS, ADAM P.	1668 TALUS CI	DE PERE	WI	54115
77	SCHMIDT, ALISON L.	407 MAIN AV	DE PERE	WI	54115
78	SCHULLER, CHERYL B.	111 SWISS HILL RD	GREEN BAY	WI	54302
79	SEBOLD, ORRIN E.	1133 MORaine WAY APT 4	GREEN BAY	WI	54303
80	SEROOGY, HOLLY L.	2140 S. PINE TREE RD	DE PERE	WI	54115
81	SHIER, CHRISTOPHER D.	316 BALLARD ST	DE PERE	WI	54115
82	SPAKOWICZ, ANDREW R.	2812 VIKING DR	GREEN BAY	WI	54304
83	STEPHANI, MARY J.	1151 S. ONEIDA ST	GREEN BAY	WI	54304
84	STIEDE, MELISSA A.	W959 MAIN LANEY DR	PULASKI	WI	54162
85	STURDIVANT, JAMIE M.	104 OAK PARK DR	MENASHA	WI	54592
86	THORSEN, RICKY R.	322 BELLEVUE ST	GREEN BAY	WI	54302
87	TORRES, CRYSTAL M.	2761 SHERRY LN	GREEN BAY	WI	54302
88	VANDER BLOOMEN, KELSEY E.	1336 S. OAKLAND AV	GREEN BAY	WI	54304
89	VANDERMUSS, KELLI J.	N4505 COUNTY RD U	DE PERE	WI	54115
90	VAN DYKE, JACOB M.	2410 SYCAMORE DR #21	GREEN BAY	WI	54311
91	VAN GHEEM, CIARA L.	N4057 LIBERTY LN	FREEDOM	WI	54130
92	VIEAU, LOIS A.	1290 S. PINE TREE RD	DE PERE	WI	54115
93	WEAVER, LEIA L.	993 MATHER ST	GREEN BAY	WI	54303
94	WETTSTEIN, BETH A.	N2961 SHORE DR	MARINETTE	WI	54143
95	YANG, ANDREA X.	140 S. JACKSON ST	GREEN BAY	WI	54301
96	YANG, JOYCE	3218 WINDLAND DR	GREEN BAY	WI	54311
97	ZEITLER, MATTHEW	1058 LEE AV	DE PERE	WI	54115

