

2nd AMENDED

COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on December 18, 2012 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

This meeting can be viewed LIVE on Time Warner Cable Channel 4 and Channel 99 AT&T U-verse. This meeting is also rebroadcast on Time Warner Cable Channel 4 and Channel 99AT&T U-verse throughout the week.

*** Denotes modified item**

**** Denotes additional item**

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the December 4, 2012 regular meeting of the Common Council.
4. Public Hearing on a Conditional Use Application for renovations and expansion at St. Norbert College Science Building is scheduled for 7:35 p.m.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Resolution #12-136, Authorizing And Approving A Conditional Use Permit (Dr. John T. Minahan Science Hall) is presented for consideration.
5. Public comment upon matters not on agenda or other announcements.
6. Recommendation from the License Committee:
 - A. Application for a Class “B” Beer & “Class B” Liquor License for The Green Room, 353 Main Avenue.
7. Recommendation from the Finance/Personnel Committee to approve:
 - A. Funding Main Street Program – Definitely De Pere.
 - B. Quote for Polycom Video Conference System in the Fire Department.
8. Recommendation from the Plan Commission to approve:
 - A. CSM Application for a single lot and single outlot CSM on Innovation Court.

9. Ordinance #12-30, Establishing Salaries For Elected Officials For The City Of De Pere.
10. Ordinance #12-31, Amending §7-2(e) De Pere Municipal Code Regarding Operator's License Fees.
11. Ordinance #12-32, Amending Various Provisions Of Chapter 58, De Pere Municipal Code Regarding Fire Prevention.
- * 12. Resolution #12-137, Authorizing \$2,450,000 City Of De Pere, Wisconsin, Industrial Development Revenue Bonds (Wash World Inc. Project) Series 2013 Bonds.
13. Resolution #12-138, Authorizing Solid Waste Management Agreement With Brown County.
14. Resolution #12-139, Approving Agreement For Consulting Services Between The City Of De Pere And Dixon Engineering, Inc. (Enterprise Drive Reservoir Inspection).
15. Resolution #12-140, Approving Agreement For Consulting Services Between The City Of De Pere And Dixon Engineering, Inc. (AT&T Wireless Antenna Upgrade).
16. Resolution #12-141, Establishing Parameters For Unassigned Reserve Account Balance.
17. Resolution #12-142, Authorizing Certain Emergency Expenditures From Unassigned Reserve Account.
18. Resolution #12-143, Authorizing Certain Fees For Health Department Services.
19. Resolution #12-144, Regarding Certain Fees.
20. Resolution #12-145, Revising Sewer Service Rates (December 2012).
21. Resolution #12-146, Approving Compliance Maintenance Annual Report For Wastewater Collection System.
22. Resolution #12-147, Approving Amended Indemnification Agreement And Accepting Amended Temporary Limited Easement.
23. Discussion regarding the status of the De Pere Riverwalk phase two construction.
- ** 23A. Authorize Change Order in the amount of \$13,036 to Zenith Tech on Riverwalk Project for fishing pier ADA modifications.
24. Voucher approval.
25. Applications for Operator's Licenses.
26. Future agenda items.

27. 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, December 17, 2012 so that arrangements can be made.

AGENDA SENT TO:

Mayor

Alderspersons

Department Heads

TV, Newspapers, & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

ST NORBERT COLLEGE	VP BUSINESS FINANCE	100 GRANT ST	DE PERE, WI 54115
RAASCH ASSOCIATES	TOM KATERS	400 AMS CT	GREEN BAY, WI 54313
PERFORMA	DOUG PAGE	124 N BROADWAY	DE PERE, WI 54115
David Stock	Washworld , Inc.	1775 East Matthew Drive	De Pere, WI 54115
Sue Pankratz	Washworld, Inc.	1775 East Matthew Drive	De Pere, WI 54115
Troy Westrun		515-838-2225	
Dean Haen	Brown County	2561 South Broadway	Green Bay, WI 54304
Jim Orr	Dixon Engineering, Inc.	1013 Valley Stream Drive	Madison, WI 53711
Chris Kreiner	Dixon Engineering, Inc.	chris.kreiner@dixonengineering.net	
Michael Yoder	Green Room Theatre	830 South Baird Street	Green Bay, WI 54301
	Camera Corner	P.O. Box 248	Green Bay, WI 54305
Southbridge Properties		111 N. Washington Avenue #400	Green Bay, WI 54301
Steve Bieda	Mau & Associates	400 Security Blvd.	Green Bay, WI 54313
Attorney Mike Willis		mdwillis@nslawfirm.com	

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – DECEMBER 4, 2012**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, December 4, 2012.

Mayor Mike Walsh called the meeting to order at 7:40 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Michael Donovan, Jim Kneiszel, Larry Lueck, Dan Robinson & Kathy Van Vonderen. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Robinson moved, seconded by Alderperson Crevier, to approve the minutes of the November 20, 2012 meeting. Upon vote, the minutes were approved unanimously.

PUBLIC HEARING

4A. A Public Hearing on a permanent zoning classification assignment to annexed Parcel ED-R27 was presented. Clerk Treasurer Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on November 8 and 15, 2012.

4B. City Planner Ken Pabich stated the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak; there was no one present who wished to speak so the public hearing was closed.

4C. After the hearing is held, Ordinance 12-28, Permanent Zoning Of Annexed Property (Parcel ED-R27) was presented. Alderperson Boyd moved, seconded by Alderperson Bauer, to approve the ordinance. Upon vote, motion carried unanimously.

5A. A Public Hearing on a permanent zoning classification assignment to annexed Parcel ED-D29-1 was presented. Clerk Treasurer Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on November 8 and 15, 2012.

5B. City Planner Ken Pabich stated the Plan Commission recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak; there was no one present who wished to speak so the public hearing was closed.

5C. After the hearing is held, Ordinance 12-29, Permanent Zoning Of Annexed Property (Parcel ED-D29-1) was presented. Alderperson Donovan moved, seconded by Alderperson Bauer to approve the ordinance. Upon vote, motion carried unanimously.

6. Public Comment or other Announcements. None.

7. A presentation by Celebrate De Pere Committee highlighting groups that benefitted from the 2012 Celebrate De Pere Festival and the amounts donated back to the community over the past 7 years was presented by Board of Directors Vice President Carl Castelic and Treasurer Gerard Ambrosius. A total of \$91,000 was raised in 2012 for local non-profit organizations.

RECOMMENDATION FROM THE PARK BOARD, BOARD OF PUBLIC WORKS AND FINANCE PERSONNEL COMMITTEE

8A. Approve donation requests from Celebrate De Pere Committee for the 2013 festival:

- i. The donation of the use of Voyager Park for setup and cleanup was presented. Alderperson Donovan moved, seconded by Alderperson Boyd to approve the donation. Upon roll call vote, motion carried unanimously.

ii. The donation of various services provided by the Public Works Department was presented. Alderperson Bauer moved, seconded by Alderperson Crevier to approve the donation. Upon roll call vote, motion carried unanimously.

iii. The donation of 50% of De Pere Police Department invoice costs was presented. Alderperson Van Vonderen moved, seconded by Alderperson Crevier to approve the donation. Upon roll call vote, motion carried unanimously.

RECOMMENDATION FROM THE PLAN COMMISSION

9A. A CSM Application for a single lot and single outlot CSM on Innovation Court was presented. Alderperson Robinson moved, seconded by Alderperson Boyd to approve the application. Upon vote, motion carried unanimously.

9B. A Two lot CSM in the Town of Ledgeview on CTH G was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the recommendation. Upon vote, motion carried unanimously.

9C. A Three lot CSM in the Town of Rockland on HWY 57 was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the recommendation. Upon vote, motion carried unanimously.

9D. A Two lot CSM in the Town of Rockland on Old Military Road was presented. Alderperson Lueck moved, seconded by Alderperson Robinson to approve the recommendation. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE LICENSE COMMITTEE

10A. A "Class A" Liquor License for De Pere Minimart LLC at 821 George Street was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the license. Upon vote, motion carried unanimously.

11. Resolution 12-132, Disallowance Of Claim (Alana Cramer) was presented. Alderperson Boyd moved, seconded by Alderperson Kneiszel to approve the resolution. Upon vote, motion carried unanimously.

12. Resolution 12-133, Adopting Update To City's Comprehensive Outdoor Recreation Plan was presented. Alderperson Donovan moved, seconded by Alderperson Crevier to approve the resolution. Upon vote, motion carried unanimously.

13. Resolution 12-134, Approving Agreements Related To Water Supply Facilities was presented. Alderperson Lueck moved, seconded by Alderperson Robinson to approve the resolution. Upon roll call vote, motion carried unanimously.

14. Resolution 12-135, Authorizing Division Of Public Health Contract Agreement DPH Contract #21731 was presented. Alderperson Robinson moved, seconded by Alderperson Bauer to approve the resolution. Upon vote, motion carried unanimously.

15. Discussion regarding the status of the De Pere Riverwalk Phase Two construction. Parks Director Marty Kosobucki was present and notified the Council that the viewing pier will be poured Friday and that the project looked to be finished on time.

16. Report on former bridge approach site discussion with Wisconsin Department of Transportation was presented; City Planner Ken Pabich stated that a new appraisal of the land will be completed and that the City will be meeting with the appraiser and the DOT in early January. He stated that the DOT is willing to work a public hearing into the timeline in order to receive public input on the project.

17. Discussion regarding General Fund Reserve Balance. Alderperson Robinson moved to set the General Fund Reserve Balance to 20-25%; no one seconded the motion and it failed. Alderperson Lueck moved, seconded by Alderperson Bauer to set the General Fund Reserve Balance to 25-35%. Discussion followed. Upon roll call vote, motion carried 5-3 with Alderpersons Kneiszel, Robinson, and Van Vonderen voting nay. A resolution to set the General Fund Reserve Balance at 25-35% will be drafted and presented at the next meeting for the Council's consideration.

18. Discussion regarding Capital Projects Fund Balance and status of expenditures for 2011 and 2012. City Administrator Larry Delo conveyed that other municipalities our size keep anywhere from \$200,000 to \$300,000 in their Capital Projects Fund Balance.

19. City Sustainability Team report on activities was presented by City Administrator Larry Delo; he presented the minutes from the last meeting and shared the upcoming meeting agenda with the council.

20. Alderperson Donovan moved, seconded by Alderperson Crevier, to approve the vouchers. Upon vote, motion carried unanimously.

21. Applications for Operator's Licenses were presented.

CITY OF DE PERE - December 4, 2012					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2012-2014 Licensing Period					
1	BOURSAW, NATASHA	1117 S. BROADWAY ST.	GREEN BAY	WI	54304
2	MULHERN, SCOTT P.	665 A. FOXVIEW AVE.	DE PERE	WI	54115
3	WOLFGRAM, SANDRA	1098 BLUE RIDGE DR.	GREEN BAY	WI	54304
Operator Licenses for the 2012-2014 Licensing Period					
1	BOONE, DONALD R.	910 FRIENDSHIP	DE PERE	WI	54115
2	BREWER, NICOLE M.	800 COUNTY ROAD C	PULASKI	WI	54162
3	DRAGOVICH, DEANNA D.	302 GEORGE STREET, #3	DE PERE	WI	54115
4	VANDERMEULEN, DYLAN S.	657 REID STREET	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve Previously Tabled Application #2 and to deny Previously Tabled Application #1 and 3. Upon vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve Operator's Licenses #1, 3, and 4 and to table Operator License #2. Upon vote, motion carried unanimously.

22. Future Agenda Items. The first Tuesday in January falls on New Year's Day; the Common Council meeting will be moved to Wednesday, January 2nd. Alderperson Crevier requested as a future agenda item that the Council discuss the effectiveness of the sex offender ordinance and receive feedback from Chief Beiderwieden and the community.

Upon motion by Alderperson Crevier, seconded by Alderperson Robinson, the Common Council adjourned at 8:52 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

RESOLUTION #12-136

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Dr. John T. Minahan Science Hall)

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 18th day of December, 2012 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 §14.39(2)(a), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two Family Residence District, a renovation/addition of the science hall on Reid Street (WD-943, WD-944 and WD-945) subject to the following conditions: none.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Publish: December 6, 2012 (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday, December 18, 2012 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 for the renovations and expansion to the St. Norbert College Science Building located off of Reid Street zoned residential and allows for education institutional uses; Parcels WD-943, WD-944 and WD-945.

Petitioner: St. Norbert College.

Dated this 6th day of December 2012.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #4a: Review a Conditional Use Application for renovations and addition to the St. Norbert College science facility in a Single & Two Family Residence (R-2) District. Applicant: St. Norbert College.

A Conditional Use Application was submitted by St. Norbert College for a renovation/addition of the Dr. John Minahan Science Building located on Reid Street. The property is zoned R-2 (Single & Two Family Residence) where educational institutions and facilities sanctioned by or necessary to the operation of a college or university are allowed as a conditional use. The table below summarizes some of the impact related to the new facility.

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	

Recommendation

Staff would recommend approval of the conditional use with the following recommendations:

1. No additional requirements are recommended for the conditional use.

	CITY OF DE PERE APPLICATION FOR CONDITIONAL USE	Fee: \$ 245.00 Receipt #: <u>00077657</u> Date: <u>10/23/12</u>
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Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: <u>Saint Norbert College Inc., Representative -John Barnes (Director of Facilities)</u> Mailing Address: <u>100 Grant Street, DePere, WI 54115</u> Phone: <u>920-403-3053</u> Email: <u>john.barnes@snc.edu</u>	
I hereby appoint the following as my agent for purposes of this application: Agent: Name: <u>Thomas M. Katers</u> Mailing Address: <u>400 AMS Court</u> Phone: <u>920-434-2128</u> Email: <u>tkaters@raaschassoc.com</u>	

B. Property Information Address/Location of Property: <u>Reid Street, DePere, WI 54115</u> Parcel #: <u>WD-945</u> Parcel Dimension: _____ Parcel Area: _____ Legal Description: <u>Plat of West DePere lots 75 thru 79 & NLY 1/2 of Vac. alley ADJ also 1/2 Vac. 2nd Street ADJ to lot 79</u>	
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C. Land Use Existing Zoning: <u>R-2 Single & Two Family Residence District</u> Present Use of Parcel: <u>College</u> Proposed Use of Parcel: <u>College</u> Present Use of Adjacent Property: <u>College</u>	
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A Conditional Use Permit is requested as authorized by the De Pere Zoning Code, Section(s): _____

Owner Signature

Date

Agent Signature

Date

LICENSE COMMITTEE RECOMMENDATION

December 18, 2012
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on December 18, 2012.

1. Application for a Class "B" Beer & "Class B" Liquor License for The Green Room, (previously Venture Theatre), 353 Main Ave., De Pere, WI 54115. Submitted by Green Room Theatre, LLC, Agent: Michael S. Yoder, 830 S. Baird St., Green Bay, WI 54301.

Respectfully Submitted,

License Committee

Vicki L. Scray
Deputy Clerk

12/18/12 mtg.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 07/01/2012 20 12 ;
ending 06/30 20 13

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

County of Brown Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: <u>456-102805506002</u>	
Federal Employer Identification Number (FEIN): <u>46-1332825</u>	
LICENSE REQUESTED	
TYPE	FEE
☐ Class A beer	\$
☒ Class B beer	\$
☐ Class C wine	\$
☐ Class A liquor	\$
☒ Class B liquor	\$
☐ Reserve Class B liquor	\$
Publication fee	\$ <u>30.00</u>
TOTAL FEE	\$

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Green Room Theatre LLC

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member		<u>Michael S Yoder</u>	<u>830 S Bay Rd St</u>	<u>Green Bay, WI 54301</u>
Vice President/Member		<u>Mike T Eserkhan</u>	<u>224 Fort Howard Ave</u>	<u>De Pere, WI 54115</u>
Secretary/Member				
Treasurer/Member				
Agent		<u>Michael S Yoder</u>	<u>Same</u>	<u>Same</u>
Directors/Managers				

3. Trade Name The Green Room Business Phone Number 920-309-6909
4. Address of Premises 353 Main Ave Post Office & Zip Code De Pere, WI 54115

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☒ Yes ☐ No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 11/5/2012 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ Yes ☒ No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

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

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

(b) If yes, under what name was license issued? Venture Theatre LLC

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

13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] ☒ Yes ☐ No

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

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 20th day of November, 20 12

[Signature]
(Clerk/Notary Public)

My commission expires May 31, 2015

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

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

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

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>11-20-12</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

CITY OF DE PERE

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



December 11, 2012

To: Members of the Finance Committee

From: Ken Pabich

Re: Funding for Main Street Program – Definitely De Pere

At the end of 2011, the De Pere Area Chamber of Commerce and the Main Street program were separated. At that time, staff had discussed the separation and developed a plan with the City Council to continue the program. In essence, the program had to be re-built from the ground up. In 2012, significant progress has been made by the new Main Street program known as Definitely De Pere (please see the attached summary provide by the Board).

Definitely De Pere is now at the point where they need to meet the Main Street program requirements which includes bring on a Main Street Director. With the City's assistance, the board has developed a five year plan for the startup and initial operation of Main Street. Please see the attached 5 year budget model for the program.

The Definitely De Pere budget model is based on support from the City that was budgeted in 2012 and 2013 through TID #5. As a note after 2013, expenditures from TID #5 are not allowed. The City budgeted \$75,000 in 2012 and 2013 to provide assistance to get the program running. Based on the model, Definitely De Pere will need to be to find alternative funding to continue operations as a Main Street Program long term.

While the funding was part of the budget, staff wanted to obtain authorization from the Finance Committee to proceed with the funding based on the budget model. Staff believes the relationship and trust between the City and new Main Street program is critical to the success of the program and the downtown. Staff has recommended that the Main Street Board provide quarterly updates in 2013 to the City Council.

The Main Street Program is critical to the success of our downtown and it has a significant impact on the quality of life that is provided to our residents, our other business corridors and our business parks. Staff believes that Definitely De Pere has been re-developed to focus on the needs of the downtown and it is critical that the City supports the program.

December 11, 2012

Dear Finance Committee Members:

Definitely De Pere (Downtown De Pere Inc., formerly) renewed De Pere as a Main Street community this past July. While still awaiting formal IRS approval, the group is organized as a 501c3 non-profit organization.

The Main Street movement is under the umbrella of the National Trust for Historic Preservation and seeks to revitalize downtown and neighborhood districts in order to build prosperous and sustainable communities. Main Street utilizes the official Main Street Four-Point Approach®, dividing tasks into four major committees: Organization, Promotion, Design, and Economic Restructuring. Over 1,600 communities nationwide have adopted the Main Street approach.

Downtown and neighborhood districts are of great significance to local economies as they are often a major center of employment, provide a center for independently owned businesses to thrive, and generate a large portion of the community's tax base. Additionally, downtown areas are typically a historic center, generate area tourism, and represent vast amounts of public and private investments.

Definitely De Pere has developed four committees in line with the Main Street Four-Point Approach®, and will summarize each group's purpose and goals:

Organizational Committee

The Organizational Committee defines the structure of the organization as a whole, recruits Board and Committee members, and helps to raise funds for programming. This committee also makes employment decisions for the organization, and serves as a liaison between the other three committees and the Board of Directors.

Goals for this committee:

- Complete submission of 501c3 application and IRS status
- Recruit and select an Executive Director to manage the program
- Develop Main Street program budget for 2013 and beyond
- Strengthen Main Street organization and forge strong relationship with local business partners in downtown district
- Ensure compliance with Federal, State, and local regulations
- Build and maintain strong communication with business owners in district

Promotion Committee

The Promotion Committee markets a unified, quality image of the business district as a center for activities, acquisition of goods and services, and drives traffic for customers, investors and tourists.

Goals for this committee:

- Develop a signature event for Spring / early summer in downtown

- Partner with Saint Norbert College to include business participation in SNC Day
- Develop strategies for future downtown activities (Farmers Market, Summer Music Series, Holiday Events, etc.)
- Work with businesses in the downtown area to develop a marketing strategy
- Develop social media and web marketing media (Website, Facebook, Twitter, etc.)

Design Committee

The Design Committee seeks to create an attractive, consistent, and high quality image of the downtown by capitalizing on its unique assets and heritage.

Goals for this committee:

- Work on promoting coordination between businesses for holiday lighting
- Provide input into the Main Avenue design project to DOT
- Review and complete the Main Street Guidelines
- Improve overall design of Reid Street Alley
- Partner with the Beautification Committee (currently under the auspices of the Chamber)
- Educate business owners about design quality and programs to assist façade recreation
- Partner with the Historic Preservation Commission on designation of buildings/districts
- Work with City to determine use or maintenance of Crevier Commons

Economic Enhancement Committee

The Economic Enhancement Committee assesses current inventory of businesses in the downtown, conducts market analysis studies to improve retail mix, increase tax base, and raise investor confidence.

Goals for this committee:

- Complete a downtown inventory of existing business uses in the downtown
- Develop marketing strategy, business retention program, and business recruitment program for the downtown

Downtown De Pere is a unique and historic district, with rich architectural components, a high small business concentration, and the potential to generate greater revenue for the city. As the population in this area continually grows, now is the prime opportunity to drive small business success, improve quality of life, and bring new residents, businesses, and revenue into the city.

Definitely De Pere offers a direct solution to some of the problems the city has faced in the past: high business turnover, property vacancies, and inconsistency in architectural design within the community. This group has experienced positive business and community feedback, and momentum for progress is great. The success of a Main Street community is based on the relationship it has with the businesses in the downtown and also the local government. We would like to continue to have the support of the City of De Pere and we want to develop strong working relationship.

Definitely De Pere Board of Directors

Draft Operating Budget Definitely De Pere

	2012-13	2013-14	2014-15	2015-16	2016-17
	May 1, 2012 - April 30, 2013	May 1, 2013 - April 30, 2014	May 1, 2014 - April 30, 2015	May 1, 2015 - April 30, 2016	May 1, 2016 - April 30, 2017
Income					
City of De Pere (Plan)	20,000	20,000	20,000	20,000	20,000
City of De Pere (TID)	75,000	75,000	0	0	0
Corporate Sponsors	0	500	2,000	2,000	2,000
Fundraising / Events	0	1,000	5,000	5,000	5,000
Grants / Gifts	0	0	2,000	2,000	2,000
New Funding	0	0	0	68,000	68,000
Total Income	95,000	96,500	29,000	97,000	97,000
Expenses					
Personnel					
Director	3,500	40,000	41,500	43,000	44,500
Support Staff	0	10,400	10,700	11,000	11,300
Benefits	525	6,000	6,225	6,450	6,675
Bookkeeping	500	500	500	500	500
Filing Fees	2,400	400	400	400	400
Total Personnel	6,925	57,300	59,325	61,350	63,375
Office					
Rent	0	0	12,000	12,000	12,000
Utilities	100	1,200	0	0	0
Telephone / Internet	240	1,440	1,440	1,440	1,440
Telephone: Cell	80	400	400	400	400
Office Supplies	1,000	850	850	850	850
Postage	500	1,200	1,200	1,200	1,200
Insurance	1,500	1,500	1,500	1,500	1,500
Equipment	3,000	500	500	500	500
Dues / Subscriptions	0	400	400	400	400
Total Office	6,420	7,490	18,290	18,290	18,290
Program Expenses					
Travel / Training	0	2,500	2,500	2,500	2,500
Mileage	100	800	800	800	800
Printing	600	1,200	1,200	1,200	1,200
Advertising	0	3,000	3,000	3,000	3,000
Committee Expense					
- Design	1,200	2,000	2,000	2,000	2,000
- Promotion	1,200	2,000	2,000	2,000	2,000
- Economic	0	1,200	1,200	1,200	1,200
- Organization	0	500	500	500	500
Total Program	3,100	13,200	13,200	13,200	13,200
Total Expenses	16,445	77,990	90,815	92,840	94,865
Year Operation Budget	78,555	18,510	(61,815)	4,160	2,135
Operating Reserve	78,555	97,065	35,250	39,410	41,545

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



Mayor Mike Walsh and
De Pere City Council
City of De Pere

October 22, 2012

For: Finance Committee

Re: Request renewal of the Polycom Video Conferencing System

Dear Mayor Walsh and Finance Committee:

Attached is the renewal quote from Camera Corner for the Fire Department's two Polycom units. The three year does give a cost benefit. As opposed to annual renewal.

The polycom system is used to communicate between stations and departments within the area. The East side unit has been used by sister city and city hall for communications events. It was obtained in an area grant With Bellevue, Howard, Allouez and De Pere.

There are two parts in the quote. The first is the one or three year renewal options for the Polycom endpoints at East De Pere Fire Station and West De Pere Fire Station.

The second is the De Pere's portion of the Videoconference Bridge (located at Bellevue).

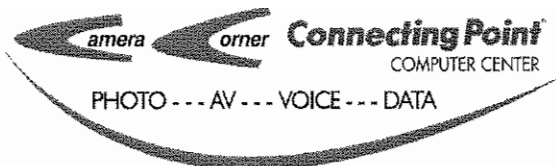
I recommend the three year option for the Bridge and the QDX6000 endpoints at East and West stations.

I recommend the \$3,245 be approved for a three year agreement with Camera corner

Any questions, feel free to contact me.

Robert Kiser
Fire Chief
De Pere Fire Rescue
rkiser@mail.de-pere.org

Attached quote



Quotation

QUOTATION NO: 0420709
DATE: 4/24/2012
EXPIRES: 5/23/2012
CUSTOMER#: 0004293

P.O. Box 248 • Green Bay, WI 54305-0248 • (920) 435-5353
www.cccp.com • Fax (920) 438-0389

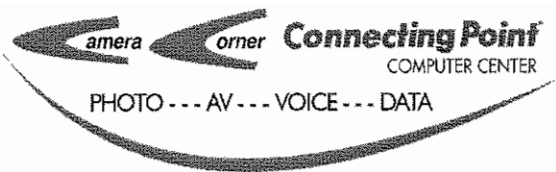
DE PERE, CITY OF
335 S BROADWAY
DE PERE, WI 54115

SHIP TO: DEPERE FIRE DEPARTMENT
ATTN: BOB KISER
400 LEWIS ST
DEPERE, WI 54115

POLYCOME RENEWAL

DESCRIPTION	QTY.	PRICE	EXTENDED
OPTION 1A			
ONE YEAR OPTION			
PLY TOTAL COVERAGE 1YR QDX6000	2.00	450.00	900.00
CONTRACT DATES: 1/10/2013 - 1/9/2014 SN# Q60937BE266F92EE AND Q60937BE27C6DE5C TOTAL COVERAGE PREMIER, ONE YEAR, QDX 6000 SERIES, INCLUDES NEXT DAY PARTS, 24X7 TEST SITES, SOFTWARE UPGRADES AND UPDATES.			
OPTION 1B			
THREE YEAR OPTION			
PLY QDX 6000 TOTAL COVERAGE SUPPORT	2.00	1,150.00	2,300.00
CONTRACT DATES: 1/10/2013 - 1/9/2016 SN# Q60937BE266F92EE AND Q60937BE27C6DE5C TOTAL COVERAGE PREMIER, THREE YEAR, QDX 6000 SERIES, INCLUDES NEXT DAY PARTS, 24X7 TEST SITES, SOFTWARE UPGRADES AND UPDATES.			
POLYCOM PREM TOTAL COVERAGE-NEED TO ORDER ONE BETWEEN ALL LOCATIONS LISTED. COST HAS BEEN ADJUSTED PER SITE. COST SPLIT BETWEEN ALLOUEZ, HOWARD, BELLEVUE, ASHWAUBENON AND DEPERE FIRE DEPARTMENTS			
OPTION 2A			
ONE YEAR OPTION			
PLY PREM TOTAL COVERAGE ONE YR	1.00	370.00	370.00
CONTRACT DATES 1/16/2013 - 1/15/2014 SN# 0004F2BE7D5E TOTAL COVERAGE PREMIER, ONE YEAR, RMX 1000 BASE SYSTEM WITH 12 RESOURCE LICENSES (VRMX1012R), INCLUDES NEXT DAY PARTS, 24X7 TEST SITES, SOFTWARE UPGRADES AND UPDATES.			
OPTION 2B			
THREE YEAR OPTION			
PLY PREM TOTAL COVERAGE F/RMX1000 3YEAR	1.00	945.00	945.00
CONTRACT DATES 1/16/2013 - 1/15/2016 SN# 0004F2BE7D5E TOTAL COVERAGE PREMIER, THREE YEAR, RMX 1000 BASE SYSTEM WITH 12 RESOURCE LICENSES (VRMX1012R), INCLUDES NEXT DAY PARTS, 24X7 TEST SITES, SOFTWARE UPGRADES AND UPDATES.			

NO PHYSICAL PRODUCT WILL BE DELIVERED WITH THIS ORDER.



Quotation

QUOTATION NO: 0420709
DATE: 4/24/2012
EXPIRES: 5/23/2012
CUSTOMER#: 0004293

P.O. Box 248 • Green Bay, WI 54305-0248 • (920) 435-5353
www.cccp.com • Fax (920) 438-0389

DE PERE, CITY OF
335 S BROADWAY
DE PERE, WI 54115

SHIP TO: DEPERE FIRE DEPARTMENT
ATTN: BOB KISER
400 LEWIS ST
DEPERE, WI 54115

POLYCOME RENEWAL

DESCRIPTION	QTY.	PRICE	EXTENDED
-------------	------	-------	----------

SIGNATURE/DATE
SIGNATURE ABOVE AUTHORIZES CAMERA CORNER/CONNECTING POINT TO ORDER
THE ABOVE EQUIPMENT
SHIPPING & HANDLING WILL BE CHARGED AT TIME OF INVOICE
PREPARED BY: TAMMY DEPPE SALESSUPPORT@CCCP.COM 920-438-0307

Review the CSM Application for a single lot and single outlot CSM on Innovation Court.
Agent: Steve Bieda. *

Steve Bieda has submitted a single lot CSM request with an outlot on Innovation Court in the City. Lot 1 is 1.71 acres (74,522 square feet) and will be used for future development. The outlot is 6.16 acres (268,437 square feet) and will be used for storm water treatment and also the future trail that runs through the site.

Recommendation:

Staff would recommend approval of the CSM, and that the CSM be forwarded to the Common Council for approval.



CITY OF DE PERE

APPLICATION FOR CSM REVIEW

Fee: \$ 300.00

Receipt #: _____

Date: _____

Please print or type using black ink for duplicating purposes.

A. **Property Owner:** Name: South Bridge Properties LLC
Mailing Address: 111 N. Washington St. # 400
Phone: _____ Fax #: _____
E-Mail Address: _____
Signature: _____ Date: 11-15-12

I hereby appoint the following as my agent for purposes of this application:

Agent: Name: Steven Bieda - Mau & Associates
Mailing Address: 400 Security Blvd Green Bay, WI 54313
Phone: 434-9670 Fax #: _____
E-Mail Address: sbieda@mau-associates.com
Signature: _____ Date: 11-15-12

B. Property Information

Address/Location of Property: Innovation Ct. & South ~~De Pere~~ Bridge Rd
Lot 1 & Outlot 1, 57-CSM-255; Gov't Lots 1 & 2, Sect. 31
T23N-R20E
Parcel #: WD-D0037-1 & WD-D0037-2

NOTE: Please submit thirteen (13) copies of the CSM if property is located within the City or two (2) copies of the CSM if the property is located within the extraterritorial jurisdiction.

A CSM Review is requested as authorized by the De Pere Municipal Code, Chapter 46.

Signed: [Signature]
Applicant/Agent

Dated: 11-15-12

§

—



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

Client: Commercial Horizons
 Drafted By: JMP
 File: P-21205CSM Lot1 111212.dwg
 Tax Parcel Number
 WP-00037-LFWL-00037-2

SURVEYOR'S CERTIFICATE

I, Steven M. Bieda, Registered Land Surveyor, S-2275, do hereby certify that this Certified Survey Map is not a division of property but solely A Combination and depiction of the land boundaries recorded in a portion of Document No. 2242116, Brown County Records, being all of Lot 1 (WD-D0037-1) and Outlot 1 (WD-D0037-2), Volume 57, Certified Survey Maps, page 255, Map No. 8236, Document No. 2584032, Brown County Records, said map being part of Government Lots 1 and 2, the Northeast 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4, all being in Section 31, T23N-R20E, in the City of DePere, Brown County, Wisconsin, more fully described as follows:

Commencing at the North 1/4 Corner, Section 31, T23N-R20E; thence S00°48'06"E, 3887.54 feet along the North-South quarter line, said Section; thence S88°19'32"W, 313.00 feet to a point on the East line of Outlot 1, Volume 57, Certified Survey Maps, page 255, Map No. 8236, Document No. 2584032, Brown County Records, and the point of beginning; thence S01°53'22"W, 256.34 feet along said East line; thence S60°56'30"W, 286.84 feet; thence S80°46'37"W, 289.07 feet; thence S42°55'20"W, 323.86 feet to the North right-of-way of Southbridge Road; thence N59°09'11"W, 50.08 feet along said North right-of-way; thence N60°46'02"W, 299.44 feet along said North right-of-way; thence N46°54'57"W, 105.53 feet along said North right-of-way; thence 186.08 feet along the East right of way of Innovation Court being the arc of a 667.35 foot radius curve to the right whose long chord bears N29°18'55"E, 185.48 feet; thence 42.59 feet along said East right of way being the arc of a 265.00 foot radius curve to the right whose long chord bears N65°17'33"E, 42.54 feet; thence 185.69 feet along said East right of way being the arc of a 335.00 foot radius curve to the left whose long chord bears N54°01'01"E, 183.32 feet; thence S62°41'37"E, 192.97 feet along the North line of Lot 1, said Certified Survey Map; thence N30°05'00"E, 49.81 feet along a North line said Outlot 1; thence N90°00'00"E, 224.81 feet along a North line said Outlot 1; thence S40°10'06"E, 201.43 feet along a North line said Outlot 1; thence N56°47'09"E, 141.71 feet along a North line said Outlot 1; thence N65°55'12"E, 106.70 feet along a North line said Outlot 1; thence N35°45'02"E, 48.72 feet along a West line said Outlot 1; thence N02°01'56"W, 344.86 feet along a West line said Outlot 1; thence N02°23'40"E, 78.86 feet along a West line said Outlot 1; thence N33°04'19"W, 148.18 feet along a West line said Outlot 1; thence N47°47'44"W, 106.61 feet along a West line said Outlot 1; thence N32°17'54"W, 54.27 feet along a West line said Outlot 1; thence N13°54'58"W, 45.15 feet along a West line said Outlot 1; thence N06°56'23"E, 42.82 feet along a West line of said Outlot 1; thence S72°33'12"E, 107.81 feet along the North line said Outlot 1; thence S33°44'22"E, 328.03 feet along an East line said Outlot 1; thence S01°53'22"W, 260.01 feet along an East line said Outlot 1 to the point of beginning.

Parcel contains 342,959 square feet / 7.87 acres more or less.
Parcel subject to any easements and restrictions of record.

That such plat is a correct representation of all the exterior boundaries of the land survey and the combination thereof. That I have made such a survey, combination, and plat by the direction of the owners listed hereon. That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin Statutes and the Brown County Planning Commission in surveying, combining, and mapping the same.

November 14, 2012

CERTIFICATE FOR THE CITY OF DE PERE

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

Ken Pabich
Director of Planning

CERTIFICATE OF THE CITY OF DE PERE CITY CLERK

As the duly appointed City Clerk for the City of De Pere, I hereby certify that the records in my office show no unpaid taxes or special assessments affecting any of the lands included in this Certified Survey Map.

Shana L. Defnet Date
De Pere City Clerk

Sheet Two of Three
Project No.: P-21205
Drawing No.: L-8341

LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

South Bridge Properties LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that said limited liability company caused the land on this Certified Survey Map to be surveyed, combined, and mapped as represented hereon. South Bridge Properties LLC does further certify that this Certified Survey Map is required to be submitted to City of De Pere for approval or objection in accordance with current Land Subdivision Ordinances.

In Witness Whereof, the said South Bridge Properties LLC has caused these presents to be signed by _____, its Member, on this ____ day of _____, 20____.

Member

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

Notary Public
Brown County, Wisconsin

My Commission Expires _____

STATE OF WISCONSIN }
 } SS
COUNTY OF BROWN }

RESTRICTIVE COVENANTS

- 1) 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.
- 2) Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- 3) No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

Curve Data

Curve No.	Arc Length	Radius	Chord Length	Chord Bearing	Central Angle	Tangent Bearing
1-2	42.59	285.00	42.54	N65°17'33"E	9°12'28"	N69°53'47"E,S60°41'19"W
2-3	185.69	335.00	183.32	N54°01'01"E	31°45'32"	
1-14	186.08	667.35	185.48	N29°18'55"E	15°58'34"	N37°18'12"E,S21°19'38"W

November 14, 2012

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 Williquette Lindsay, Register of Deeds

Sheet Three of Three
Project No.: P-21205
Drawing No.: L-8341

ORDINANCE #12-30

AN ORDINANCE ESTABLISHING SALARIES FOR
ELECTED OFFICIALS FOR THE CITY OF DE PERE

Section 1. That the annual salaries to be paid for the Officers enumerated below shall be as follows:

<u>Office</u>	<u>Effective Date</u>	<u>Annual Salary</u>
Mayor	May 1, 2014	\$22,299*
Mayor	May 1, 2015	\$22,299*
Aldersperson	May 1, 2014	\$6,392*
Aldersperson	May 1, 2015	\$6,392*

*Wage reflects no change from 2013, 2012 or 2011.

Section 2. Any other regulation, ordinance, or rule set forth in the De Pere Municipal Code that conflicts with this ordinance is hereby repealed.

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

Adopted by the Common Council of the City of De Pere, this 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

ORDINANCE #12-31

AMENDING §7-2 DE PERE MUNICIPAL CODE
REGARDING OPERATOR'S LICENSE FEES

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

Section 1. §7-2 **Licenses and fees**, (e) *Two-year operator's licenses*, is hereby repealed
and recreated as follows:

- (e) *Two-year operator's licenses.* Operator's licenses shall be issued for two-year terms commencing July 1 of any even-numbered year and terminating June 30 of the next even-numbered year. The fee for such license shall be as determined by resolution of the Common Council. Licenses issued on or after July 1 of the second year of such licensing period shall also be issued for such fee as determined by Common Council.

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

Section 3. This ordinance shall be effective on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, this ____ day of _____,
2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

ORDINANCE #12-32

AMENDING VARIOUS PROVISIONS OF CHAPTER 58
DE PERE MUNICIPAL CODE REGARDING FIRE PREVENTION

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

Section 1: Sections 58-3 through 58-11, inclusive, De Pere Municipal Code, are hereby repealed and recreated as follows:

Sec. 58-3. Codes adopted.

- (a) Except as expressly set forth below as modifications to specific codes, the following codes, as they may be officially amended, altered or revised from time to time, are hereby adopted by reference as if fully set forth herein:
 - (1) 2009 NFPA (National Fire Protection Association) 1: Uniform Fire Code.
 - (2) 2009 NFPA 101: Life Safety Code.
 - (3) The following provisions of the Wisconsin Administrative Code:
 - A. Explosives and Fireworks, Wis. Admin. Code ch. SPS 307
 - B. Flammable, Combustible and Hazardous Liquids, Wis. Admin. Code ch. SPS 310
 - C. Fire Prevention, Wis. Admin. Code ch. SPS 314
 - D. Electrical, Wis. Admin. Code ch. SPS 316
 - E. Elevators, Escalators and Lift Devices, Wis. Admin. Code ch. SPS 318
 - F. Uniform Dwelling, Wis. Admin Code chs. SPS 320 to 325
 - G. Smoke Detectors and Carbon Monoxide Detectors, Wis. Admin. Code ch. SPS 328
 - H. Fire Department Safety and Health Standards, Wis. Admin. Code ch. SPS 330
 - I. Public Employee Safety and Health, Wis. Admin. Code ch. SPS 332
 - J. Gas Systems, Wis. Admin. Code ch. SPS 340
 - K. Anhydrous Ammonia, Wis. Admin. Code ch. SPS 343
 - L. Mechanical Refrigeration, Wis. Admin. Code ch. SPS 345
 - M. Wisconsin Commercial Building Code, Wis. Admin. Code chs. SPS 361 to 366
 - N. Existing Buildings, Wis. Admin. Code ch. SPS 366
 - O. State Plumbing Code, Wis. Admin. Code chs. SPS 381 to 387

- (4) Plumbing and Fire Protection Systems and Swimming Pool Plan Review, Wis. Stats. ch. 145
- (5) The aforementioned codes, together with the following amendments thereto, shall be referred to as the “De Pere Fire Prevention Code” or the “Fire Prevention Code”. Current copies of such code shall be available from the Fire Chief and the Bureau of Fire Protection Department.
- (6) Amendments.
 - A. The Uniform Fire Code, as incorporated herein, is modified and amended as follows:
 - 1. Section 1.1.2 is modified. *Title*. These regulations shall be known as the Fire Code of the City of De Pere, hereinafter referred to as “the code.”
 - 2. Section 1.3.3.1 is added. *Conflicts*. Where a conflict in the application of these standards with respect to a specific requirement exists, the most restrictive requirement shall apply.
 - 3. Section 1.12.5 is modified. *Permits required*. Permits required by this code shall be obtained through the office of building inspector. Permit fees shall be as set forth in section 54-8 of the De Pere Municipal Code. Permit fees shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the Authority Having Jurisdiction (AHJ).
 - 4. Section 1.12.7 is added as follows. *Required operational permits*. The AHJ shall be notified of the operations and materials as set forth in tables 1.12.7(a) through 1.12.7(d) and based on the nature of operations may require an inspection for compliance with city codes. The AHJ may require a permit where the operations have a potential for exceeding reasonable limits or place the public at increased risk.
 - 5. Section 1.10 is deleted in its entirety and replaced with. *Appeals*. Municipal Code section 58-7 Appeals.
 - 6. Section 1.7.14.4 is added as follows. *Failure to comply*. Any person who shall continue to work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a separate fine for each separate 24-hour period or portion thereof that the work progresses.

7. Section 3.2.2 is modified to add. *AHJ*. Shall have authority to enforce the fire prevention and safety regulations as set forth in section 1.1.1 in both new and existing structures.
8. Sections 10.11.4 is deleted in its entirety and replaced with. *Recreational fires*. Section 58-10.
9. Section 12.3.2.3.1 is added. *Marking of fire separation assemblies*. All fire rated assemblies shall be marked at least every 50' describing the type and hour rating of the assembly in such locations as to be found by maintenance personnel when servicing the buildings systems. Stencils shall use a minimum one-inch lettering and, where possible, be applied in the locations where penetrations exist.
10. Section 13.2.1.1 is added. *Multiple fire department connections*. Where multiple fire department connections are provided for sprinkler or standpipe systems on the same structure all such systems shall be interconnected in accordance with NFPA 14.
11. Section 13.2.3.4.1 is added. *Standpipe systems*. Any subsection that requires installation class II or class III standpipes shall substitute fire extinguishers and class I connections near outside access doors. Where connections draw supply from the building sprinkler system said supply shall be from a riser feeding an area not adjacent to the door.
12. Section 13.7.1.4.1.1 is added. *Fire alarm system upgrade*. Where a required fire alarm system is found to be non-functional, disabled, or obsolete and the same cannot be repaired or replaced, the system shall be upgraded to the code requirements under the most current version as promulgated in the National Fire Alarm Code NFPA 72.
13. Sections 13.7.1.4.8.6 is deleted in its entirety and replaced with. Manual fire pull stations are required at all exit doors in structures where a fire alarm system is required.
Exception: single and multi-family residential occupancies with direct egress.
14. Section 13.7.1.2 is added. *Zone map*. A map showing the locations for all devices in a system shall be provided at the control panel and any remote annunciator panels. The zone map shall be plotted on a building layout showing each floor independently. The map shall be displayed in a manner approved by the AHJ and contain instructions for operation of alarm controls.

15. Section 13.7.3.2.2.4.3 is added. *Notification of testing.* The installing contractor shall notify the AHJ of all required testing. The AHJ may require all testing to be witnessed by a member of the fire department.
16. Section 18.2.3.4.2 is modified to add. *Surface.* The surface provided shall be made of asphalt, concrete, or other such materials as approved by the authority having jurisdiction.
17. Section 18.3.4.1 is deleted in its entirety and replaced with. A five (5) foot clear space shall be maintained around the circumference of fire hydrants unless otherwise approved. No person shall erect, construct or install any structure or device of any nature, nor shall any such structure or device be maintained within the five foot clear space. No person shall plant any tree, shrub, bush, or other planting, nor maintain any of the same in such a manner that such planting, when mature, shall encroach within the clearance around any fire hydrant.
Exception. This section shall not apply to any structure that may be placed upon a city right-of-way by a public utility pursuant to any easement or franchise, and the provisions of such easement or franchise shall specifically govern the placement of those structures.
18. Section 18.3.8 is added. *Notice to remove.* The director of public works, the fire chief or their respective designee shall notify any property owner of a violation of this section and shall direct the removal of such obstruction within a reasonable period of time not to exceed 30 days. If the same is not removed within the time period set forth in such notice, such obstruction is hereby declared to be a public nuisance under Chapter 78 of this Code of Ordinances.
19. Section 60.1.13.2.4 is added. *Building hazard identification.* A hazard identification sign complying with NFPA 704M sized at least 12" square shall be affixed to the side of the structure that has the primary fire vehicular access. The sign shall have the identification numbers indicating the most hazardous level for materials in each category. The sign shall be displayed in a location approved by the AHJ.
20. Section 65.1.3 is added. The possession, handling, storage, sale, and use of any fireworks without a permit are prohibited. Exception: caps (less than ¼ grain of explosive mixture); toy snakes (without mercury); sparklers (not exceeding .25inch outside diameter); paper confetti, streamer, or smoke devices; noise makers not exceeding 3 grams (without explosion, spark, or flame).

21. Section 65.1.4 is added. *Financial responsibility.* The applicant shall agree to save and hold the City of De Pere, its officers, officials, employees and agent's ("City") harmless from any and all injury or damage that may occur to any party as a result of the permit being granted. To secure such hold harmless agreement, Permittee shall provide with the permit application, a certificate of general liability insurance covering the activities allowed under the permit, in an amount not less than 2 million dollars, which names the City as an additional insured thereunder for the purposes of the permit. Such general liability insurance policy shall not be voidable or subject to cancelation during the time the permit is valid.

Sec. 58-4. Bureau of fire prevention and investigation.

There is hereby created and established a bureau of fire prevention and investigation which shall be operated under the supervision of the fire chief, who may appoint an assistant fire chief to such bureau. The fire chief or assistant fire chief (collectively referred to as chief) shall have the authority to issue citations for violations of any provisions of this Code. This section shall not apply to single and two family residences and accessory buildings or temporary structures used for construction purposes in connection thereof unless a hazardous condition injurious to public safety exists therein.

- (1) *Duties.* The fire chief or designee shall have the authority to enforce the regulations of this chapter and all other laws, lawful orders, and ordinances including those, which relate to the **prevention** of **fires** including but not limited to:
- a. The prevention of fires;
 - b. The storage, sale, use and handling of combustibles, flammables, and explosives or otherwise hazardous materials;
 - c. Hazardous conditions arising from defective or inadequate equipment for handling or using flammable, combustible, or explosives or otherwise hazardous materials;
 - d. The installation and maintenance of automatic sprinkler systems, fire alarm systems, fire protection equipment, appliances and devices;
 - e. The maintenance of fire escapes and other means of egress;
 - f. The means, adequacy and maintenance of exits from all buildings, structures or other places designed or used for human habitation, occupancy, or use for any purposes;
 - g. The investigation of the cause, origin and circumstances of fires.
- (2) *Reports.* The bureau of fire prevention shall prepare and file the following reports:

- a. An annual report containing all information on matters regulated by this chapter, together with statistics and such other information as may be required, shall be compiled by the bureau and transmitted to the fire chief.
 - b. The bureau shall make such reports as may be required by the state department of commerce.
- (3) *Other duties.* The bureau of fire prevention may perform such other acts as are set forth in this chapter or otherwise provided by laws or as directed by the Fire Chief.
- (4) *Inspections.* The fire chief or designee may cause to be inspected any building, structure, or occupancy on an annual basis, or more often, which is subject to the regulations of this chapter for a determination of compliance herein.
- (5) *Correction of hazardous conditions.*
 - a. *Defective buildings.* Notwithstanding the provisions of any Wisconsin Administrative Code provision adopted in this chapter, when the inspector may find a building or other structure which, for want of repairs, lack of sufficient egress, or alarm apparatus, or fire extinguishing equipment, or by reason of dilapidated condition, or from any other cause, creates a condition where a fire may occur imminently making the same unfit for human habitation, occupancy or use, the same may be condemned as provided under Wis. Stats. §66.0413.
 - b. *Existing structures.* Where existing structures have components or systems that do not comply with the current requirements, such systems or components may be permitted to remain, if in the opinion of the inspector, such design does not result in conditions that reasonably could create imminent danger on the premises, other property, or the occupants thereof; provided such component or system complied with the code in force at the time of installation. Such nonconforming component or system shall be brought into compliance with the current code whenever the following occurs: a change of use or occupancy, a change of ownership, an addition is made to such premises, or remodeling over 50% of the value of the structure, not including the value of property, is made over a four-year period, whichever occurs first.
 - c. *Orders.*
 - 1. *Service.* Except as provided when proceeding under Wis. Stats. §66.0413, all orders issued under this section shall be in writing and personally served upon the owner and occupant of the premises. If the occupant or owner of the premises cannot be found, such written order shall be mailed to occupant and owner addressed to the last known post office address.
 - 2. *Compliance.* All such orders shall provide a time for compliance therewith.
 - 3. *Application.* The provisions of this section may be suspended in cases of emergency or other situations where prompt action is required.

Sec. 58-5. Investigation of fires.

The fire rescue department may investigate the cause and origin of fires occurring in the city by which property has been destroyed or damaged and, so to, far as possible, determine whether the fire is the result of carelessness, accident, or design. Such investigations shall begin upon the occurrence of such fire, and if it appears to the officer making such an investigation that such fire is of a suspicious origin, the fire chief or his designee shall be immediately notified. The investigator may thereupon take charge immediately of the physical evidence, may notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of any intentional act. The officer in charge of any such fire scene shall file a written report with the chief within 24 hours. Such reports shall be in a form as prescribed by the fire chief and shall contain a statement of facts relating to the cause, origin, and circumstances of such fire, and other information as required.

Sec. 58-6. Modifications of code requirements.

The fire chief shall have power to modify any of the provisions of the Fire Prevention Code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modifications when granted or allowed and the decision of the fire chief thereon shall be entered upon the records of the department, and a signed copy shall be furnished to the applicant. In addition a copy of such application and decision shall be filed with the city clerk-treasurer.

Sec. 58-7. Appeals.

Whenever the fire chief disapproves an application or refuses to grant a permit applied for pursuant to the provisions of this chapter, or when it is claimed that the provisions of this chapter do not apply or that the true meaning of the code and orders entered pursuant thereto have been misconstrued or wrongly interpreted, the aggrieved party may request review of such decision within 30 calendar days of the decision under Wis. Stats. §68.08. Such review shall be conducted by the City Administrator under Wis. Stats. §68.09. Any appeal of the decision on review under Wis. Stats. §68.10 shall be to the Board of Public Works, whose decision shall be deemed a final decision.

Sec. 58-8. Obstruction of fire hydrants.

- (a) *Intent.* Fire hydrants are located at various points within city streets to provide for the public health, safety and general welfare of the residents of the city. Obstruction of such fire hydrants is hereby declared to create a situation, which is of imminent danger to persons and property within the area and a substantial hindrance in the efficient and effective control of fires by the city's fire personnel. Based upon the foregoing, the regulations of this section are enacted.
- (b) *Structures and plantings.* Notwithstanding any apparent authority under any other provisions of this Code, no person shall erect, construct or install any structure or

device of any nature whatsoever, nor shall any such structure or device be maintained within five feet of any fire hydrant. No person shall plant any tree, shrub, bush or other planting, nor maintain any of the same in such a manner that such planting, when mature, shall encroach within five feet of any fire hydrant.

- (c) *Notice to remove.* The director of public works, city forester, the fire chief or their respective designees shall notify any property owner of noncompliance with this section and shall direct the removal of such obstruction within a reasonable period. If the same is not removed within the time period set forth in such notice, such obstruction is hereby declared to be an unauthorized encroachment, and the same shall be summarily abated by the city with the costs thereof charged to the abutting property owner.
- (d) *Exception.* This section shall not apply to any structure that may be placed upon a city right-of-way by a public utility pursuant to any easement or franchise, and the provisions of such easement or franchise shall specifically govern the placement of those structures.
- (e) *Penalty period.* Any person violating the provisions of this section shall be subject to forfeiture in an amount not less than \$1.00 or more than \$1,000.00.

Sec. 58-9. Underground/aboveground storage tank fees

The permit fee for inspection of installation and removal of underground/ aboveground storage tanks, as required by Wis. Admin. Code ch. SPS 310, shall be as determined by the chief.

Sec. 58-10. Open burning.

- (a) *Prohibited generally.* Except as otherwise provided in this section, all open burning is prohibited within the city.
- (b) *Recreational fires.* A camp fire or cooking fire located at a single-family or two-family private residence started and tended in compliance with the following requirements is exempt from prohibition:
 - (1) No recreational fire shall be closer than fifteen feet from any building, structure, shed, garage or any other combustible material.
 - (2) All recreational fires shall not have a diameter larger than two feet, and the fire may not extend more than two feet above the pit. The fire pit shall be surrounded on the outside by a noncombustible material such as concrete block or rock.
 - (3) Portable fire pits (defined as devices specially designed and intended to contain and control outdoor wood fires) may be used in accordance with the manufacturer's recommendations and within the above requirements and must be used upon a noncombustible surface.
 - (4) No recreational fire shall be started or allowed to continue burning when the wind direction or wind speed will cause smoke, embers, or other burning materials to be carried by the wind toward any building or other inflammable materials. Smoke from any recreational fire shall not create a nuisance for

- neighboring property owners. The fire shall be extinguished immediately upon the complaint of a neighboring property owner in regard to nuisance smoke.
- (5) Material for recreational fires shall not include rubbish, garbage, recyclable items, trash, any material made of or coated with rubber, plastic, leather or petroleum based materials, leaves and yard waste products and shall not contain any flammable or combustible liquids. All products must be naturally occurring unprocessed wood.
 - (6) Adequate fire suppression equipment shall be immediately available to extinguish or control the recreational fire.
 - (7) All recreational fires shall be attended at all times by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished.
 - (8) The renter/lessee of any leased property must provide written documentation from the property owner, giving permission to have a recreational fire on that property.
 - (9) The property owner and/or person who have started any recreational fire shall hold the city harmless from any and all such liability for any damage caused by a recreational fire.
 - (10) Any party who has started or maintains a recreational fire shall pay any and all costs incurred by the fire department for any service related call as a result of a recreational fire not in compliance with the requirements of this chapter.
- (c) *Residential outdoor cooking fire.* Open or closed cooking grills in residential occupancies are exempt from prohibition, except as follows:
- (1) For all multifamily dwellings more than one story in height, the use of any propane, charcoal, wood or gas cooking device is prohibited above the first floor occupancy.
 - (2) For all multifamily dwellings more than one story in height, the use of any open or closed outdoor cooking fire, charcoal or propane cooking device, or any open flame device, is prohibited within 15 feet of the structure on the ground floor or any combustible material on the ground floor. Smoke from cooking grills shall not create a nuisance for neighboring property owners.
- (d) *Training fires.* Approved live fire training for fire protection purposes shall be exempt from the prohibition.
- (e) *Emergency power of fire chief.* When the fire chief determines there are environmental conditions likely to produce a serious threat of fire to life and property, the fire chief of the fire department may impose a burning ban and burning restrictions and require that no person may:
- (1) Set, build or maintain any open fire, except propane grills, when placed on a noncombustible surface.
 - (2) Throw, discard or drop matches, ashes or other burning materials while out of doors and in the immediate vicinity of combustible natural vegetation.
 - (3) Light or use any fireworks, or caps, toy snakes, sparklers, smoke bombs except in displays or use authorized by the fire department where adequate fire prevention measures have been taken.

- (4) Such a ban described in this subsection (c) shall be lifted when the environmental conditions change so that a serious threat of fire is no longer present.

Sec. 58-11. Penalty for violation of chapter.

Any person who shall violate any provision of this chapter or any order, rule or regulation issued under this chapter shall be subject to a penalty as provided in the penalties provision set forth in section 1-11 of the Municipal Code.

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

Section 3: This ordinance shall be effective on and after passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

***** CURRENT ORDINANCE *******De Pere, Wisconsin, Code of Ordinances >> PART II - MUNICIPAL CODE >> Chapter 58 - FIRE PREVENTION >>**

Chapter 58 - FIRE PREVENTION ^[25]

- Sec. 58-1. - Intent of chapter.
- Sec. 58-2. - Interpretation.
- Sec. 58-3. - Code adoptions.
- Sec. 58-4. - Bureau of fire prevention and investigation.
- Sec. 58-5. - Investigation of fires.
- Sec. 58-6. - Modifications of code requirements.
- Sec. 58-7. - Appeals.
- Sec. 58-8. - Obstruction of fire hydrants.
- Sec. 58-9. - Underground/aboveground storage tank fees.
- Sec. 58-10. - Open burning.
- Sec. 58-11. - Penalty for violation of chapter.

Sec. 58-1. - Intent of chapter.

It is the intent of this chapter to prescribe regulations consistent with recognized good practice for the safeguarding to a reasonable degree of life and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the use of occupants of buildings or premises.

(Code 1974, § 16.01)

Sec. 58-2. - Interpretation.

Pursuant to section 58-3, this chapter adopts several provisions of the Wisconsin Administrative Code. In any conflict between the Wisconsin Administrative Code provisions and the provisions of this chapter, the more restrictive provision shall prevail. The definition provision incorporated within the Wisconsin Administrative Code provision is hereby adopted and shall be utilized in the interpretation of the same terms as used in this chapter.

(Code 1974, § 16.02)

Sec. 58-3. - Code adoptions.

- (a) The Uniform Fire Code (Fire Code), as promulgated by the National Fire Protection Association, Inc. being particularly the 2006 edition thereof; the Life Safety Code, NFPA 101, code for safety to life from fire in buildings and structures as promulgated by the National Fire Protection Association being particularly the 2006 edition thereof; and the following chapters, sections, and general orders of the Wisconsin Administrative Code are hereby adopted for the purpose of establishing rules and regulations governing conditions hazardous to life and property from fire, explosion, and other similar such threats. The same is adopted in its entirety, save and except such portions as are hereinafter deleted, modified, or amended, and is, together with such amendments, incorporated as fully as if set out at length herein and as the same may from time to time hereafter be amended, are incorporated by reference in this section and made a part of this chapter with the same force and effect as if the same had been fully set forth. Said code, as modified and amended, may be referred to for all purposes as the "De Pere Fire Prevention

Code" or the "Fire Prevention Code". One copy of said code, including such amendments to it shall hereinafter be enacted, shall be made available in the office of the city clerk and additional copies shall be available by the bureau of fire prevention.

- (1) Explosives manufacturing, Wis. Admin. Code COMM ch. 7
 - (2) Manufacture of fireworks, Wis. Admin. Code COMM ch. 9
 - (3) Flammable and combustible liquids, Wis. Admin. Code COMM ch. 10
 - (4) General hazard fire prevention, Wis. Admin. Code COMM ch. 14
 - (5) Wisconsin State Electrical Code, Wis. Admin. Code COMM ch. 16.
 - (6) Elevators, Wis. Admin. Code COMM ch. 18
 - (7) Uniform dwelling, Wis. Admin. Code COMM ch. 20-25.
 - (8) Smoke detectors, Wis. Admin. Code COMM ch. 28
 - (9) Fire department safety and health standards, Wis. Admin. Code COMM ch. 30
 - (10) Safety and health standard for public employees, Wis. Admin. Code COMM ch. 32.
 - (11) Gas systems, Wis. Admin. Code COMM ch. 40.
 - (12) Boiler and Pressure Vessel, Wis. Admin. Code COMM ch. 41.
 - (13) Anhydrous ammonia, Wis. Admin. Code COMM ch. 43
 - (14) Mechanical refrigeration, Wis. Admin. Code COMM ch. 45.
 - (15) Building and heating, ventilating and air conditioning, Wis. Admin. Code COMM chs. 50-60.
 - (16) Administration and enforcement, Wis. Admin. Code COMM ch. 61.
 - (17) Buildings and structures IBC, Wis. Admin. Code COMM ch. 62
 - (18) Energy conservation IECC, Wis. Admin. Code COMM ch. 63.
 - (19) Heating, ventilation and air conditioning International Mechanical Code, Wis. Admin. Code COMM ch. 64.
 - (20) Fuel gas appliances, Wis. Admin. Code COMM ch. 65.
 - (21) Historical building code, Wis. Admin. Code COMM ch. 70
 - (22) Existing buildings, definition and standards, Wis. Admin. Code COMM chs. 75-79.
 - (23) Wisconsin state plumbing code, Wis. Admin. Code chs. 81-87.
 - (24) Water systems plan reviews, Wis. Stats. ch. 145.
- (b) *Definitions.*

For the purposes of the Fire Prevention Code, the following additional words and phrases shall mean:

Code official, authority having jurisdiction (AHJ), approving authority. The person(s) granted the authority to enforce the fire prevention and safety regulations of the city as set forth by the fire chief or his designee under section 103 of the IFC in both new and existing structures.

Jurisdiction. The corporate limits of the City of De Pere.

(c) *Amendments.*

Modifications of the Fire Code are hereby made as follows:

- (1) Modify Section 1.1.2 to read: Title. These regulations shall be known as the Fire Code of the City of De Pere, hereinafter referred to as "this code."
- (2) Modify Section 1.3.3 to read: Where a conflict in the application of these standards with respect to specific requirements exists, the most restrictive requirement shall apply.
- (3) Section 1.7.8 is added to read: The fire department shall be authorized to inspect all occupancies on an annual basis and where the nature of the operations, storage, or

occupancy type in the opinion of the fire department may constitute a hazard can require inspections as frequencies determined prudent by the authority having jurisdiction.

- (4) Section 1.7.14.4 is added to read: Any person who shall continue to work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a separate fine for each separate 24-hour period or portion thereof that the work progresses. Forfeitures shall be as established under Section 58-11 of this code.
- (5) Section 1.10 is deleted in its entirety and replaced with: Municipal Code Section 58-7 Appeals.
- (6) Section 1.12.1 is modified to read: Permits required by this code shall be obtained through the building inspection department. Permit fees shall be as set forth in Section 54-8 of this code. Permit fees shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the code official.
- (7) Section 1.12.20 is added to read: The code official shall be notified of the operations set forth in Table 1.12.20 and based on the nature of operations may require an inspection for compliance with city codes. The code official may require a permit where the operations have a potential for exceeding reasonable limits.
- (8) Section 1.17.1 is added to read: Municipal Code section 58-11 will be used for penalties associated with violation of this code.
- (9) Section 10.11.2.1 is modified to read: Permitted fire shall not be located within 15 feet of a structure or combustible.
- (10) Section 10.11.2.4 is modified to read: Recreational fires shall not be located within 15 feet of a structure or combustible material and must be contained in an approved manner.
- (11) Section 10.20 is added to read: Matches. The manufacture, storage, and distribution of matches shall comply with § 167.07, Wis. Stats.
- (12) Section 12.7.2.4 is added to read: Marking of fire separation assemblies. All fire rated assemblies shall be marked at least every 50 feet describing the type and hour rating of the assembly in such locations as to be found by maintenance personnel when servicing the buildings systems. Stencils shall use a minimum one-inch lettering and, where possible, be applied in the locations where penetrations exist.
- (13) Section 13.3.1.7 is added to read: Multiple fire department connections. Where multiple fire department connections are provided for sprinkler or standpipe systems on the same structure all such systems shall be interconnected in accordance with NFPA 14.
- (14) Section 18.2.3.1.5 is modified by adding: The surface provided shall be made of asphalt, concrete, or other such materials as approved by the authority having jurisdiction.

(Code 1974, § 16.03; Ord. No. 20-14, § 1, 6-18-2002; Ord. No. 08-07, § 1, 5-6-2008)

Sec. 58-4. - Bureau of fire prevention and investigation.

There is hereby created and established a bureau of fire prevention and investigation which shall be operated under the supervision of the fire chief, who may appoint an assistant to such bureau. The fire chief or designee (herein after referred to as fire chief or chief) shall be responsible to enforce the provisions of this Code as more fully set forth herein.

- (1) *Duties.* The fire chief shall have the authority to enforce the regulations of this chapter and all other laws, lawful orders, and ordinances, which relate to:
 - a. The prevention of fires;
 - b. The storage, sale, use and handling of combustibles, flammables, and explosives or otherwise hazardous materials;
 - c.

- Hazardous conditions arising from defective or inadequate equipment for handling or using flammable, combustible, or explosives or otherwise hazardous materials;
- d. The installation and maintenance of automatic sprinkler systems, fire alarm systems, fire protection equipment, appliances and devices;
 - e. The maintenance of fire escapes and other means of egress;
 - f. The means, adequacy and maintenance of exits from all buildings, structures or other places designed or used for human habitation, occupancy, or use for any purposes;
 - g. The investigation of the cause, origin and circumstances of fires.
- (2) *Reports.* The bureau of fire prevention shall prepare and file the following reports:
- a. An annual report containing all information on matters regulated by this chapter, together with statistics and such other information as may be required, shall be compiled by the bureau and transmitted to the fire chief;
 - b. The bureau shall make such reports as may be required by the state department of commerce.
- (3) *Other duties.* The bureau of fire prevention may perform such other acts as are set forth in this chapter or otherwise provided by law, or as prescribed by the fire chief.
- (4) *Entry on premises.* The fire chief or designee may, at all reasonable hours, enter any building or premises for the purpose of making inspection under the provisions of this chapter as is reasonably necessary to determine compliance with the provisions herein.
- (5) *Inspections.* The fire chief or designee may cause to be inspected any building, structure, or occupancy which is subject to the regulations of this chapter for a determination of compliance herewith.
- (6) *Correction of hazardous conditions.*
- a. *Combustible material; obstructions.* The fire chief may order the destruction, removal, or abandonment of any building or upon any premises where combustible or explosive matter; or dangerous accumulations of rubbish; or accumulations of waste paper, boxes, shaving; or any highly flammable materials which are so situated as to endanger life or property; or may find obstructions to or on any fire escape, stairway, passageway, corridor, hall, loading platform, door or window liable to interfere with the operations of the fire department or emergency equipment or egress of occupants in case of fire. The chief may further order, if it is found that any entrance or exit sidewalks or vehicular driveways or interior driveways or sidewalks obstructed by snow, debris, construction material, vehicles or other matter liable to interfere with the ingress or the operation of fire apparatus or other emergency vehicles, the obstruction removed.
 - b. *Defective buildings.* Notwithstanding the provisions of any Wisconsin Administrative Code provision adopted in this chapter, when the fire chief or designee may find a building or other structure which, for want of repairs, lack of sufficient fire escapes or alarm apparatus or fire extinguisher equipment, or by reason of age or dilapidated condition, or from any other cause, creates a condition where a fire may occur imminently and which is so situated as to endanger other property or the occupants thereof, and whenever such inspector shall find in any building combustible waste material, explosive matter, or flammable conditions dangerous to the safety of such building or the occupants thereof, such inspector is hereby authorized to order such dangerous conditions of materials to be removed or remedied. Such inspector may inform the building inspector of any structural or other deficiency which is under the authority of the building inspector.
 - c. *Application to existing premises.* Where existing structures have components or systems that do not comply with the current requirements, such systems or

components may be permitted to remain, if in the opinion of the inspector, such design does not result in conditions that reasonably could create imminent danger on the premises, other property, or the occupants thereof; provided such component or system complied with the code in force at the time of installation. Such nonconforming conditions shall be brought into compliance with the current code whenever the following occurs: a change of use or occupancy, a change of ownership, an addition is made to such premises, or remodeling over 50 percent of the value of the structure, not including the value of property, is made over a four-year period, whichever occurs first.

d. *Orders.*

1. *Service.* Any orders under this section shall be served in writing upon the occupant and owner of the premises. If the occupant or owner of the premises cannot be found, such written order shall be posted in a conspicuous place at the entrance of such building, and a copy shall be mailed to occupant and owner addressed to the last known post office address. It shall be a violation of this subsection to remove such affixed notice without the consent of the fire inspector or fire chief.
2. *Compliance.* Any such order may provide a time for compliance therewith.
3. *Application.* The provisions of this section may be suspended in cases of emergency or other situations where prompt action is required. Nothing in the subsection is intended to void or otherwise affect the jurisdiction of the court on a citation based on orders issued for violations of provisions of this section where actual notice to the owner/occupant can be shown.

(7) *Exceptions.* This section shall apply to all buildings except:

- a. Single family residence and accessory buildings in connection thereof;
- b. Temporary buildings or sheds used for construction purposes only;
- c. If any building or structure, whether exempted or not, is especially liable to create a condition where a fire may occur imminently and so situated as to endanger other buildings or property; or contains any combustible or explosive material dangerous to the safety of buildings or premises or occupants thereof; or endangers or hinders firefighters; or is otherwise used for activity regulated under the administrative codes adopted hereby, such building or structure shall be subjected to this chapter so far as may be necessary to protect the public peace and safety.

(Code 1974, § 16.04; Ord. No. 02-14, § 2, 6-18-2002; Ord. No. 08-07, § 1, 5-6-2008)

Sec. 58-5. - Investigation of fires.

The fire rescue department may investigate the cause, origin and circumstances of fires occurring in the city by which property has been destroyed or damaged and, so to, far as possible, determine whether the fire is the result of carelessness, accident, or design. Such investigations shall begin upon the occurrence of such a fire, and if it appears to the officer making such an investigation that such fire is of a suspicious origin, the fire chief shall be immediately notified. The chief may thereupon take charge immediately of the physical evidence, may notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case. The senior officer in charge of any such fire scene shall file a written report with the chief. Such report shall be in such form as prescribed by the fire chief and it shall contain a statement of all facts relating to the cause, origin, and circumstances of such fire and other information as required.

(Code 1974, § 16.05; Ord. No. 08-07, § 1, 5-6-2008)

Sec. 58-6. - Modifications of code requirements.

The fire chief shall have power to modify any of the provisions of the Fire Prevention Code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modifications when granted or allowed and the decision of the fire chief thereon shall be entered upon the records of the department, and a signed copy shall be furnished to the applicant. In addition a copy of such application and decision shall be filed with the city clerk-treasurer.

(Code 1974, § 16.06; Ord. No. 08-07, § 1, 5-6-2008)

Sec. 58-7. - Appeals.

Whenever the fire chief disapproves an application or refuse to grant a permit applied for pursuant to the provisions of this chapter, or when it is claimed that the provisions of this chapter do not apply or that the true meaning of the code and orders entered pursuant thereto have been misconstrued or wrongly interpreted, the aggrieved party may appeal such decision within ten days thereof to the city administrator. The city administrator shall review such matter and shall issue a decision within ten days of receipt of the appeal. Such determination shall be in writing and sent to the appellant with a copy filed with the clerk-treasurer.

(Code 1974, § 16.07; Ord. No. 08-07, § 1, 5-6-2008)

Sec. 58-8. - Obstruction of fire hydrants.

- (a) *Intent.* Fire hydrants are located at various points within city streets to provide for the public health, safety and general welfare of the residents of the city. Obstruction of such fire hydrants is hereby declared to create a situation, which is of imminent danger to persons and property within the area and a substantial hindrance in the efficient and effective control of fires by the city's fire personnel. Based upon the foregoing, the regulations of this section are enacted.
- (b) *Structures and plantings.* Notwithstanding any apparent authority under any other provisions of this Code, no person shall erect, construct or install any structure or device of any nature whatsoever, nor shall any such structure or device be maintained within five feet of any fire hydrant. No person shall plant any tree, shrub, bush or other planting, nor maintain any of the same in such a manner that such planting, when mature, shall encroach within five feet of any fire hydrant.
- (c) *Notice to remove.* The director of public works, city forester, the fire chief or their respective designees shall notify any property owner of noncompliance with this section and shall direct the removal of such obstruction within a reasonable period. If the same is not removed within the time period set forth in such notice, such obstruction is hereby declared to be an unauthorized encroachment, and the same shall be summarily abated by the city with the costs thereof charged to the abutting property owner.
- (d) *Exception.* This section shall not apply to any structure that may be placed upon a city right-of-way by a public utility pursuant to any easement or franchise, and the provisions of such easement or franchise shall specifically govern the placement of those structures.
- (e) *Penalty period.* Any person violating the provisions of this section shall be subject to forfeiture in an amount not less than \$1.00 or more than \$1,000.00.

(Code 1974, § 16.08; Ord. No. 08-07, § 1, 5-6-2008)

Sec. 58-9. - Underground/aboveground storage tank fees.

The permit fee for inspection of installation and removal of underground/aboveground storage tanks, as required by Comm. 10, Wis. Admin Code, shall be as determined by the fire chief.

(Code 1974, § 16.00; Ord. No. 08-07, § 1, 5-6-2008)

Sec. 58-10. - Open burning.

- (a) *Prohibited generally.* Except as otherwise provided in this section, all open burning is prohibited within the city.
- (b) *Recreational fires.* The term "recreational fires," defined as any fire such as a camp fire or cooking fire located at a single-family or two-family private residence for the purpose of recreation and personal enjoyment, are exempt from this section so long as such fires are started and tended in compliance with the following requirements:
 - (1) No recreational fire shall be closer than 15 feet from any building, structure, shed, garage or any other combustible material.
 - (2) All recreational fires shall not have a diameter larger than two feet, and the fire may not extend more than two feet above the pit. The fire pit shall be surrounded on the outside by a noncombustible material such as concrete block or rock.
 - (3) Portable fire pits (defined as devices commercially designed and intended to contain and control outdoor wood fires) may be used in accordance with the manufacturer's recommendations and within the above requirements and must be used upon a noncombustible surface.
 - (4) No recreational fire shall be started or allowed to continue burning when the wind direction or wind speed will cause smoke, embers, or other burning materials to be carried by the wind toward any building or other flammable materials. Smoke from any recreational fire shall not create a nuisance for neighboring property owners. The fire shall be extinguished immediately upon the complaint of a neighboring property owner in regard to nuisance smoke.
 - (5) Material for recreational fires shall not include rubbish, garbage, recyclable items, trash, any material made of or coated with rubber, plastic, leather or petroleum based materials, and shall not contain any flammable or combustible liquids.
 - (6) Adequate fire suppression equipment shall be immediately available to extinguish or control the recreational fire.
 - (7) All recreational fires shall be attended at all times by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished.
 - (8) The renter/lessee of any leased property must provide written documentation from the property owner, giving permission to have a recreational fire on that property.
 - (9) The property owner and/or person who has started any recreational fire shall hold the city harmless from any and all such liability for any damage caused by a recreational fire.
 - (10) Any party who has started or maintains a recreational fire shall pay any and all costs incurred by the fire department for any service related call as a result of a recreational fire not in compliance with the requirements of this chapter.
- (c) *Outdoor cooking fire.* Open or closed cooking grills are exempt from the prohibition of subsection (a) of this section, except as follows:
 - (1) For all multifamily dwellings more than one story in height, the use of any propane, charcoal, wood or gas cooking device is prohibited above the first floor occupancy;
 - (2) For all multifamily dwellings more than one story in height, the use of any open or closed outdoor cooking fire, charcoal or propane cooking device, or any open flame device, is prohibited within 15 feet of the structure on the ground floor or any combustible material on the ground floor. Smoke from cooking grills shall not create a nuisance for neighboring property owners.

- (d) *Approved training fires.* Approved training for fire protection purposes shall be exempt from the prohibition of this section.
- (e) *Emergency power of fire chief.* When the fire chief determines there are environmental conditions likely to produce a serious threat of fire to life and property, the fire chief of the fire department may impose a burning ban and burning restrictions and require that no person may:
- (1) Set, build or maintain any open fire, except propane grills, when in the immediate vicinity of a residential dwelling and when placed on a noncombustible surface;
 - (2) Throw, discard or drop matches, ashes or other burning material while outdoors in the immediate vicinity of combustible natural vegetation;
 - (3) Light or use any fireworks, as defined per state statutes, or caps, toy snakes, sparklers, smoke bombs, or cylindrical or cone fountains that emit sparks and smoke except in displays or use authorized by the fire department where adequate fire prevention measures have been taken;
 - (4) Such a ban described in this subsection (e) shall be lifted when the environmental conditions change so that a serious threat of fire is no longer present.

(Code 1974, § 16.10; Ord. No. 99-10, § 1, 5-18-1999; Ord. No. 08-07, § 1, 5-6-2008)

Sec. 58-11. - Penalty for violation of chapter.

Any person who shall violate any provision of this chapter or any order, rule or regulation issued under this chapter shall be subject to a penalty as provided in the penalties provision set forth in section 1-11 of this Code.

(Ord. No. 08-07, § 1, 5-6-2008)

FOOTNOTE(S):

⁽²⁵⁾ **Cross reference—** Police and fire departments, ch. 18: building code, ch. 54. [\(Back\)](#)

RESOLUTION #12-137

COMMON COUNCIL RESOLUTION AUTHORIZING
\$2,450,000 CITY OF DE PERE, WISCONSIN,
INDUSTRIAL DEVELOPMENT REVENUE BONDS
(WASH WORLD INC. PROJECT)
SERIES 2013 BONDS

WHEREAS, in a resolution (the "Initial Resolution") adopted September 18, 2012, by the Common Council of the City of De Pere, Brown County, Wisconsin (the "City"), the City expressed its intent, and authorized and directed its officers, to work toward the consummation of a financing agreement with Washworld of DePere LLC, a Wisconsin limited liability company, and/or Wash World Inc., a Wisconsin corporation, pursuant to which the City would issue its industrial development revenue bonds pursuant to Section 66.1103, Wisconsin Statutes, as amended (the "Act"), in an amount not to exceed Three Million Dollars (\$3,000,000) for the purpose of financing costs related to the acquisition, construction, improvement, and/or equipping of a manufacturing facility located in the City, to be owned and/or used by Wash World of DePere LLC and Wash World Inc., (such acquisition, construction, improvement, and/or equipping is hereinafter referred to as the "Project"); and

WHEREAS, in reliance upon such resolution, Wash World of DePere LLC (hereinafter referred to as the "Eligible Participant") has commenced such acquisition, construction, improvement and/or equipping, and the payment of related costs, has entered into negotiations with Bank First National as purchaser of Bonds to be issued by the City (the "Purchaser") and as the Servicer (the "Servicer") with respect to the Bonds; and

WHEREAS the Eligible Participant and the Purchaser have caused to be prepared and submitted to the City Attorney forms of the following documents:

(a) The Indenture (the "Indenture") dated as of January 1, 2013 between the City and the Servicer under which the City will issue its \$2,450,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bonds (Wash World Inc. Project) Series 2013 Bonds (the "Bonds");

(b) Mortgage, Loan and Revenue Agreement (the "Mortgage, Loan and Revenue Agreement") dated as of January 1, 2013 between the City and the Eligible Participant pursuant to which the City agrees to loan the proceeds of the Bonds to the Eligible Participant; and

(c) Project Financing Agreement (the "Project Agreement") among the City, the Eligible Participant and the Purchaser; and

(d) Note, to be dated the date of original issuance of the Bonds (the "Note"), to be issued by the Eligible Participant payable to the order of the City in the principal amount of \$2,450,000 as evidence of the borrowing provided for in the Mortgage, Loan and Revenue Agreement and to be assigned by the City to the Servicer for the benefit of the holders, from time to time, of the Bonds (the "Bondholders"); and

WHEREAS, the issuance of the Bonds by the City, the loan of the proceeds thereof to finance the Project, and the pledge of revenues from the Mortgage, Loan and Revenue Agreement to the Servicer, for the benefit of the Bondholders, as herein recited and provided, in the judgment of this Common Council, will serve the intended accomplishments and in all respects conform to the provisions and requirements of the Act; and

WHEREAS, the Eligible Participant has made representations to the City (to be supported by appropriate documentation) that the estimated cost of completing the Project, together with related costs, is an amount which will be at least Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000); and

WHEREAS, the Eligible Participant will agree in the Project Agreement to pay all of the City's expenses with respect to the Bonds, and comply with all the terms and provisions of the Mortgage, Loan and Revenue Agreement so that full debt service will be provided in order to meet payments of principal of and interest on the Bonds; and

WHEREAS, as security for the repayment of the Bonds, the Eligible Participant will provide a security interest in the Pledged Property as described in the Mortgage, Loan and Revenue Agreement; and

WHEREAS, at least 30 days prior to entering into the Mortgage, Loan and Revenue Agreement, the Eligible Participant has given notice of intent to enter into a revenue agreement with respect to the Bonds, and has provided information on the number of jobs the Eligible Participant expects to have eliminated, created or maintained on the project site and elsewhere in the State of Wisconsin as a result of the Project, to the Wisconsin Economic Development Corporation and to any collective bargaining agent in the State of Wisconsin with whom the Eligible Participant has a collective bargaining agreement; and

WHEREAS, the City has received from the Wisconsin Economic Development Corporation an estimate of the net number of jobs expected to be eliminated, created or maintained as a result of the Project; and

WHEREAS, on September 27, 2012, notice of the adoption of the Initial Resolution was published in accordance with Section (10)(b) of the Act, and no sufficient petition was filed with the City Clerk-Treasurer requesting a referendum on the question of the issuance of bonds in an amount not to exceed \$3,000,000; and

WHEREAS, on November 7, 2012, a public hearing was held at the City Hall and conducted in a manner that provided a reasonable opportunity to be heard for persons with differing views on the issuance of bonds in an amount not to exceed \$3,000,000 and on the location and nature of the proposed facility to be financed with the Bonds; and

WHEREAS, notice of the public hearing, substantially in the form attached to this Resolution as Exhibit A, was published by one insertion in the official newspaper of the City for the publication of notices pursuant to Chapter 985 of the Wisconsin Statutes no less than 14 days before the scheduled date of the hearing; and

WHEREAS, the official newspaper is a newspaper of general circulation in the locality of the Project; and

WHEREAS, this Common Council is an elected legislative body of the City; and

WHEREAS, the Wisconsin Economic Development Corporation has, or is expected to, allocate to the City, for the benefit of the Eligible Participant, \$2,450,000 of the 2013 Unified Volume Cap to be applied against the Bonds to be currently issued.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN THAT:

1. Determination. Based on the representations hereinbefore described, this Common Council hereby finds and determines that:

(a) the estimated cost of the Project, as more particularly defined in the Mortgage, Loan and Revenue Agreement, including all costs in connection therewith permitted to be financed with the Bonds under the Act is at least Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000);

(b) the loan payments to be made by the Eligible Participant as specified in Note described in the Mortgage, Loan and Revenue Agreement are sufficient to pay the principal of, premium if any, and interest on the Bonds to be currently issued;

(c) no reserve fund need be established in connection with the retirement of the Bonds or maintenance of the Project;

(d) the Project qualifies to be financed with Industrial Development Revenue Bonds pursuant to Wisconsin Statute 66.1103(2)(k)1. as a manufacturing facility;

(e) the anti-discrimination provision included in the Mortgage, Loan and Revenue Agreement is satisfactory in all respects to the City;

(f) the Eligible Participant is a qualified "eligible participant" under and for the purposes of the Act;

(g) the Mortgage, Loan and Revenue Agreement meets the requirements of a "revenue agreement" under and for the purposes of the Act;

(h) Bank First National is qualified to act as the Servicer under the Indenture;

(i) all conditions set forth in the Initial Resolution have been satisfactorily met or provided for;

(j) it is desirable that the City's Industrial Development Revenue Bonds be issued in the aggregate principal amount of \$2,450,000 upon the terms and conditions set forth in the Indenture; and

(k) the City shall, pursuant to the Indenture, assign its rights under the Mortgage, Loan and Revenue Agreement (with certain reservations) to the Servicer as security for the payment of the principal of, premium, if any, and interest on the Bonds.

3. Issue of Bonds. The City shall issue its Bonds in the aggregate principal amount of Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000) which shall be described as the \$2,450,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bonds (Wash World Inc. Project) Series 2013 Bonds. The City intends the interest payable on the Bonds to be tax-exempt for federal income tax purposes. The proceeds of the Bonds shall be used for the purpose of financing the Project. The Bonds shall be sold in accordance with the terms and conditions set forth in

the Purchase Agreement. The Bonds shall be issued pursuant to the Act, shall be designated, dated, in the form, and have the maturities and bear interest as provided in the Indenture. All details pertaining to the Bonds as provided in the Indenture are hereby adopted as and for the details approved by this Common Council, which terms are, for this purpose, incorporated herein by reference.

THE BONDS SHALL NOT BE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, BUT SHALL BE PAYABLE SOLELY FROM THE PAYMENTS AND OTHER REVENUES THAT MAY BE AVAILABLE THEREFOR FROM THE LOAN AGREEMENT OR IN THE EVENT OF DEFAULT THEREON AS OTHERWISE PROVIDED HEREIN OR IN THE INDENTURE AND PERMITTED BY LAW, AND IN NO EVENT SHALL THE BONDS OR THE INTEREST THEREON OR ANY OTHER COSTS OR EXPENSES IN CONNECTION THEREWITH OR WITH THE PROJECT EVER BE PAYABLE FROM ANY FUNDS OF THE CITY OTHER THAN THE PAYMENTS AND OTHER REVENUES TO BE RECEIVED BY THE CITY UNDER THE LOAN AGREEMENT. The payments, when paid by the Eligible Participant, pursuant to the Mortgage, Loan and Revenue Agreement, shall be paid directly to the Servicer for the account of the City so long as any of the Bonds shall be outstanding and unpaid. The Bonds shall be executed on behalf of the City by its Mayor and its Clerk-Treasurer or their authorized deputies in their absence and shall have its corporate seal, if any, impressed or imprinted thereon. Facsimile signatures and seals may be used as permitted by law.

4. Approval and Execution of Documents. Subject to such changes or revisions therein as the law firm of Nelson & Schmeling as Bond Counsel ("Bond Counsel") or counsel for the City may approve, the Indenture, the Mortgage, Loan and Revenue Agreement, the Note and the Purchase Agreement, in substantially their respective forms presented to this meeting are hereby approved. The Mayor and the Clerk-Treasurer or any of their authorized deputies, if necessary, are authorized on behalf of the City to execute and deliver the Indenture, the Mortgage, Loan and Revenue Agreement, the Purchase Agreement, and the assignment of the Note with such revisions, changes, or deletions as may be approved by the signatories thereto, which approval shall be conclusively proved by their execution of such documents. Said Mayor and Clerk-Treasurer and their authorized deputies and other officials of the City are hereby authorized to prepare or to have prepared and to execute, file and deliver, as appropriate, all such documents,

financing statements, opinions, certificates, affidavits, and closing or post-closing instruments (including but not limited to a Municipal Officers Closing Certificate and Municipal Officers Arbitrage Certificate (the "Tax Agreements"), amendments or supplements of the Indenture, the Mortgage, Loan and Revenue Agreement or the Note) as may be required by this resolution or deemed necessary by said officials or by Bond Counsel.

5. Appointment of Servicer; Creation of Project Fund; Pledge of Payments. – Bank First National, Green Bay, Wisconsin is hereby designated as Servicer under the Indenture. There shall be created by the City and established with the Servicer the Project Fund as described in Section III-2 of the Indenture, which the Servicer is hereby authorized to administer as provided in the Indenture.

The City authorizes and directs the Servicer to invest and reinvest monies, if any, in the Project Fund, or as otherwise received, as set forth in the Indenture and the Mortgage, Loan and Revenue Agreement.

6. Covenants Binding Upon City. All covenants, stipulations, obligations and agreements of the City contained in this resolution and in the Bonds, the Indenture, the Mortgage, Loan and Revenue Agreement, the Purchase Agreement, and the Tax Agreements shall be deemed to be the covenants, stipulations, obligations and agreements of the City to the full extent authorized or permitted by law, and such covenants, stipulations, obligations, and agreements shall be binding upon the City and its successors from time to time and upon any body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred and duties and liabilities imposed upon the City or the officers thereof by the provisions of this Resolution, the Bonds, the Indenture, the Mortgage, Loan and Revenue Agreement or Purchase Agreement shall be exercised or performed by the City or by such officers, board or body as may be required by law to exercise such powers and to perform such duties.

7. Statement of Election. The City hereby elects to issue Bonds in an aggregate principal amount exceeding One Million Dollars (\$1,000,000) but not exceeding Ten Million Dollars (\$10,000,000) as provided in Section 144(a) (4) of the Code with respect to the issuance of the Bonds.

8. No Personal Liability. No covenant, stipulation, obligation, or agreement herein contained or contained in the Bonds, the Indenture, the Mortgage, Loan and

Revenue Agreement, the Purchase Agreement or the Tax Agreements shall be deemed to be a covenant, stipulation, obligation, or agreement of any officer, agent or employee of the City or of this Common Council in his or her individual capacity and neither the members of this City Council nor any officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

9. Determination of Revenue Payment. The amount necessary in each year to pay the principal of, premium, if any, and interest on the Bonds is the sum of (i) the amount of principal becoming due in such year in accordance with the Indenture plus (ii) the principal amount of Bonds to be redeemed in such year in accordance with a call for redemption made in accordance with the Indenture, plus the premium, if any, payable with respect thereto; plus (iii) the amount of interest on the Bonds becoming due in such year in accordance with the interest rates determined in accordance with the Indenture.

10. Award of Bonds; Execution and Delivery of the Purchase Agreement. The Eligible Participant has negotiated for the sale of the Bonds to the Purchaser at a price of \$2,450,000. Given the purposes of the financing and the involvement of the City therewith, it is the determination of this body that the Bonds shall be hereby awarded to the Purchaser at the price aforesaid with delivery to follow in the manner, at the time and subject to the conditions set forth in the Purchase Agreement.

11. General Authorization. The Mayor and the City Clerk-Treasurer and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are each authorized to execute, deliver, publish, file and record such other documents, instruments, notices (including, without limitation, the Internal Revenue Service Form 8038) and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the City under the Purchase Agreement, the Bonds, the Mortgage, Loan and Revenue Agreement, the Tax Agreements, and the Indenture.

12. Effective Date; Conformity. This Resolution shall be effective immediately upon its passage and approval. To the extent that any prior Resolutions of the Common Council are inconsistent with the provisions hereof, this Resolution shall control and such prior Resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this Resolution.

13. Publication of Notice. Notice of the sale of the Bonds, in the form attached to this Resolution as Exhibit B, shall be published forthwith in the official newspaper of the City as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The City Clerk-

Treasurer of the City shall obtain proof in affidavit form, of such publication, and shall compare the notice as printed with the form attached to this Resolution as Exhibit B to ascertain that no mistake had been made therein.

14. Public Approval. The Common Council, on behalf of the City, following the Public Hearing held with respect to the bonds on November 7, 2012, hereby approves the issuance of the Bonds for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Exhibit A

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Common Council of the City of De Pere, Brown County, Wisconsin, will hold public hearing at the City Hall, 335 South Broadway, De Pere, Wisconsin, at 7:30 p.m. on November 7, 2012. The hearing will be held in connection with a regular meeting of the Common Council of the City of De Pere.

The purpose of the public hearing is to provide a forum to give interested individuals a reasonable opportunity to express their views, both orally and in writing, on a proposed issue of Industrial Development Revenue Bonds by the City of De Pere, Wisconsin, and on the location and nature of the Project to be financed with the Bonds.

The proposed bond issue (the "Bonds") will be used to help finance the acquisition, construction, improvement and/or equipping of a manufacturing facility in the City of De Pere located on tax parcels WD-1136-1 and WD-1136-2 on American Blvd. in the Southbridge Business Park. Such acquisition, construction, improvement and/or equipping is hereinafter referred to as the "Project." The Project will be owned and/or used by Washworld of DePere LLC, a Wisconsin limited liability company and Wash World Inc., a Wisconsin corporation. Washworld of DePere LLC and Wash World Inc. will be the Eligible Participant on whose behalf the bonds will be issued. The building to be constructed on the real property included in the project will consist approximately 40,700 square feet of manufacturing space, and 7,300 square feet of office space. Wash World Inc. is engaged in the business of manufacturing vehicle wash systems. It sells its products to customers worldwide. The maximum aggregate face amount of the obligations to be issued with respect to the Project is Three Million Dollars (\$3,000,000). The Bonds may be issued for a lesser amount. The Bonds will be secured by a mortgage or other security agreement on the Project and other property.

THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY OF DE PERE WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OF DE PERE OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

Persons wishing to submit comments with regard to the Bonds or the Project in writing shall deliver the written statement to the City Clerk-Treasurer at least 24 hours before the date of the hearing.

Shana L. Defnet, City Clerk-Treasurer

Exhibit B

**NOTICE TO ELECTORS OF THE
CITY OF DE PERE, WISCONSIN
RELATING TO BOND SALE**

On December 18, 2012, pursuant to Section 66.1103 of the Wisconsin Statutes, a resolution was offered, adopted, and approved whereby the City of De Pere, Wisconsin (the "City"), was authorized to borrow money and enter into a contract to sell its \$2,450,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bonds (Wash World Inc. Project) Series 2013 Bonds in the principal amount of \$2,450,000. It is anticipated that the closing of this bond financing will be on or about January 15, 2013. A copy of all proceedings had to date with respect to the authorization and sale of said bond financing is on file and may be examined in the Office of the City Clerk-Treasurer, 335 S. Broadway, De Pere, WI 54115. This Notice has been authorized by the Common Council of the City and is given pursuant to Section 893.77(2), Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such bond financing, for other than constitutional reasons, must be commenced within 30 days after the publication of this Notice.

/s/ Shana L. Defnet
City Clerk-Treasurer

Publication Date: December __, 2012

RESOLUTION #12-138

AUTHORIZING SOLID WASTE MANAGEMENT AGREEMENT
WITH BROWN COUNTY

WHEREAS, the Brown County Solid Waste Department has provided, and will in the future provide, for solid waste management services and facilities for solid waste generated within brown County; and

WHEREAS, the City of De Pere wishes to manage waste generated within its boundaries in an environmentally sound manner, and wishes to support the County's infrastructure designed and built to meet the needs of waste generators in Brown County; and

WHEREAS, the City and County agree that the mutual obligations and purposes of the attached Solid Waste Management Services Agreement (Exhibit 1), is of mutual benefit to both parties; and

WHEREAS, the Board of Public Works has reviewed said Agreement and recommends to the Common Council that a five (5) year term of said Agreement is approved.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Solid Waste Management Services Agreement (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of
December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Solid Waste Management Services Agreement

This Solid Waste Management Services Agreement and the Addenda (the "Agreement"), made and entered into this _____ day of _____, 20____ by and between Brown County, Wisconsin, a Wisconsin body corporate ("Brown County"), through its Port and Solid Waste Department and _____ (the "Customer"). Brown County and the Customer shall collectively be referred to herein as "the Parties." Capitalized terms used but not defined in this Agreement are defined in Section 1.

WITNESSETH:

WHEREAS, Brown County desires to enter into an agreement with Customer for the provision of long-term solid waste management services on the terms and subject to the conditions provided herein, such services to include the storage, source separation, processing, treatment, recovery and disposal of Solid Waste ("Solid Waste Management Services"); and,

WHEREAS, Customer wishes to have Brown County provide such long-term Solid Waste Management Services at a low cost and,

WHEREAS, in 1975 the Brown County Solid Waste Department and the Brown County Solid Waste Board were created to provide solid waste management services and facilities designed to demonstrate the availability of, and access to sufficient economically and environmentally sound Solid Waste disposal capacity for Solid Waste generated within the Brown County Solid Waste Management System for municipalities of Brown County; and,

WHEREAS, Brown County in 2002 signed a 25-year Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement ("BOW Agreement") to share landfill disposal services and to construct engineered sanitary landfills that meet both the federal design standards of the Resource Conservation and Recovery Act ("RCRA"), Subtitle D and Wisconsin Department of Natural Resources standards; and,

WHEREAS, Brown County has established a multi-tiered Tipping Fee system that provides a Preferred Rate to Customer to provide economic incentives to commit to utilizing the Brown County Solid Waste Management System; and,

WHEREAS, Persons receiving Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate (not the Preferred Rate); and,

WHEREAS, Brown County has the legal responsibility to act as policy making body for the Solid Waste Department and "shall keep abreast of the latest techniques, procedures and methods that may be developed in solid waste management" {§12.01(4) Brown County Code} and therefore Customer can propose an emerging solid waste management technology concept for consideration at any meeting of the Brown County Solid Waste Department or the Brown County Solid Waste Board; and,

WHEREAS, Brown County and Customer agree that the mutual obligation and purpose of this Agreement is to establish a low-cost Preferred Rate, with appropriate adjustments, at Brown County's Landfill, transfer station or designee for all Solid Waste generated by Customer and to guarantee the delivery of all Customer's Solid Waste to Brown County for disposal to justify such Preferred Rate; and,

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the Board and the Customer agree as follows:

- 1. DEFINITIONS** – For purposes of this Agreement, the following terms shall be defined as follows:
 - A. "Additional Services" means the following services, the payment for which is not included in Tipping Fees: Household Hazardous Waste, Recycling Program, Recycling Education, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance and Scrap Metal Recycling.

- B. "Board" refers to the Solid Waste Board which was established by the Brown County Board under Sec. 59.07(135) (now Sec. 59.70(2), Stats.) with powers defined hereunder and in Chapter 12 of the Brown County code.
- C. "Designated Drop Off Location" means the Landfill, Transfer Station or other final disposal destination designated by Brown County as the location for Waste to be delivered pursuant to this Agreement.
- D. "Director" means the Director of the Brown County Port and Solid Waste Department or their designee.
- E. "Force Majeure" means an act of God; strikes or other industrial disturbances; acts of public enemy; acts of terrorism; blockades; wars; insurrections or riots; epidemic; landslides; earthquakes; fires; storms; floods or washouts; arrests; governmental restraints; court orders, either Federal or State, civil or military; civil disturbances; explosions; inability to obtain necessary materials, including fuel, tires, supplies, labor or permits due to existing or future rules, regulations, orders laws or proclamations, either Federal or State, civil or military; changes in Federal or State laws, rules, regulations, permits, licenses or budgets.
- F. "Gate Rate" means a Tipping Fee higher than the Preferred Rate, as provided in Addendum #1.
- G. "Hazardous Waste" means waste defined as hazardous waste by Chapter 291 of the Wisconsin Statutes and the Chapter NR 600 Series of the Wisconsin Administrative Code, as may be amended from time to time.
- H. "Host Community" means the town of Holland (Stock Landfill site) in Brown County or Outagamie or Winnebago designated disposal locations where the Board has received WDNR landfill siting approvals to build and operate a landfill or other solid waste treatment facilities.
- I. "Host Community Agreement" means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
- J. "Landfill" means the designated BOW landfill facility in use during the period of this Agreement.
- K. "Plan of Operation" means that certain Plan of Operation approved by the State of Wisconsin for the Landfill.
- L. "Preferred Rate" means the lowest rate among the multi-tiered Tipping Fee offered, as provided in Addendum #1.
- M. "Solid Waste" means waste defined as solid waste by Chapter 289 of the Wisconsin Statutes and the Chapter NR 500 series of the Wisconsin Administrative Code, as may be amended from time to time.
- N. "Solid Waste Reduction Measures" means recycling or other measures taken by Customer to reduce the amount of Solid Waste generated by the municipality.
- O. "Tipping Fee" means the disposal rate on a per ton basis established by the Board for the disposal, salvage or beneficial use of delivered Solid Waste and includes both the Preferred Rate and the Gate Rate. The Board may establish different Tipping Fees for the disposal, salvage or beneficial use of other types of materials, including but not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris, appliances, tires and batteries.
- P. "Transfer Station" means a building located at 3734 West Mason Street established to transfer Solid Waste to the receiving Landfill.
- 2. **AGREEMENT** - This Agreement supersedes all previous Solid Waste Management Services agreements between Customer and the Board.

3. **TERM** – The term shall be the one checked by the municipality

- ☐ The initial term of this Agreement will be ten (10) years commencing on the date of signature by Customer. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 180 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.
- ☐ The initial term of this Agreement will be five (5) years commencing on the date of signature by Customer. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 90 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.

4. **BROWN COUNTY RESPONSIBILITIES** – The Board agrees to the following:

- A. Subject to the terms of this Agreement, Brown County agrees to accept for disposal all of the Customer's collected and/or contracted collections of residential, industrial and commercial Solid Waste, provided such waste is of a kind or nature that may be legally accepted at the Designated Drop Off Location. It is understood by the Parties that Brown County will accept only Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill's license and approved Plan of Operation, and Wisconsin Administrative Code.
- B. The Transfer Station will accept Solid Waste for transport to the Landfill or a temporary alternative disposal drop-off location, if an emergency condition warrants.
- C. Brown County will make available to Customer certain Additional Services which Brown County deems necessary to augment Solid Waste disposal. All or part of the cost of any Additional Services may be subsidized by Landfill Tipping Fees at Brown County's sole discretion.
- D. Brown County shall provide a certified scale to facilitate proper billing on a per ton basis.
- E. Brown County agrees to meet with Customers in June of each year, and at other times as needed throughout the year, to discuss operations, budgets and alternative solid waste management opportunities.
- F. Brown County agrees as part of its 2012 Strategic Planning effort to include Customers as stakeholders.
- G. Brown County and Customer shall endeavor to cooperate, for so long as they both agree, to investigate emerging solid waste management technologies that may be economically and environmentally beneficial to each and, in the event Brown County and the Customer mutually agree, plan, budget and fund the development and implementation of such technologies so that the economic costs and benefits resulting from such technologies are shared between Brown County and Customer. Any such arrangement for the investigation, planning, budgeting and funding for the development and implementation of such technologies, as well as sharing the economic costs and benefits of such technologies, shall be pursuant to a separate and supplemental validly signed written agreement between Brown County and the Customer.
- H. In the event that Brown County, without the assistance of Customer, implements any new solid waste management technologies, Brown County may undertake a financial review of the economic benefits and costs and consider, in Brown County's sole discretion, whether such benefits necessitate the renegotiation

of the terms and conditions of the BOW Agreement; provided that, any such renegotiation must be in accordance with the terms of the BOW Agreement.

5. CUSTOMER RESPONSIBILITIES – The Customer agrees to the following:

- A. Unless otherwise authorized in writing by the Director, Customer agrees to deliver all collected and/or contracted collections of acceptable Solid Waste generated by Customer and its constituents or residents for the term of this Agreement to the Designated Drop Off Location. Acceptable Solid Waste types are shown in Exhibit A; unacceptable Solid Waste types are shown in Exhibit B. Construction debris and excavation material generated by a municipal agreement with a private vendor that may be used as clean fill elsewhere is exempt from this Agreement. Brown County recognizes that Solid Waste Reduction Measures may result in reductions in total annual tonnage received from Customer.
- B. Customer will pay the Preferred Rate on a per ton basis for all Solid Waste delivered to and accepted by Brown County pursuant to this Agreement.
- C. Customer shall be responsible for disposal of, and all associated costs for handling, unacceptable waste delivered to and rejected by the Designated Drop Off Location. If unacceptable waste is delivered to the Designated Drop Off Location, the Director or designee shall notify the Customer to have the waste removed, transported and disposed in accordance with all applicable laws. If the Customer is unable to remove the waste within six (6) hours, or the close of the same business day, whichever comes first, Brown County may, but is not obligated to, manage the waste at its discretion and at the Customer's sole expense. Customer is responsible for any and all costs associated with limiting the Designated Drop Off Location operation and/or for any other Designated Drop Off Location users' additional costs associated with the user's inability to use the Designated Drop Off Location due to unacceptable waste delivered to the Designated Drop Off Location by the Customer. Customer shall indemnify and hold harmless Brown County for any costs incurred as a result of Customer's failure to comply with this paragraph Five.
- D. The Customer shall require all vehicles transporting Solid Waste delivered pursuant to this Agreement to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the Solid Waste with a secure tarpaulin. Customer shall not permit or fail to adequately prevent any Solid Waste material from falling out or off of, or blowing out or off of, any vehicle transporting Solid Waste for the Customer.

6. TIPPING FEE – The initial Preferred Rate and the Gate Rate of the Tipping Fees for this Agreement shall be identified in Addendum #1. The Tipping Fees (both Preferred Rate and Gate Rate) may be adjusted January 1 of each year in Brown County's discretion. The Tipping Fees may annually increase by not more than the annual change from June to June of the Consumer Price Index, for all Urban Wage Earners and Clerical Workers (CPI-W). In addition to the CPI-W adjustment, the Tipping Fee may also be increased as a direct result of (i) a Federal or State mandated capital project; (ii) an increase in State imposed tipping fee surcharges; (iii) an act or event beyond the reasonable control of Brown County; (iv) an increase in fees associated with the Host Community Fees; or (v) an increase or decrease in tonnage at the Designated Drop Off Location. In the event there is an unanticipated major capital construction project, Brown County has the ability to approach the Customer for a Tipping Fee increase.

7. TRANSFER STATION & LANDFILL OPERATING DAYS AND HOURS –Brown County agrees to receive at the Designated Drop Off Location Customer's Solid Waste during regular operations. Regular hours are Monday – Friday 7:30 am – 4:00 pm, Saturday 7:30 am – 2:00 pm April 1 – November 30, Saturday 7:30 am – 12:00 pm December 1 – March 31. Brown County reserves the right to alter the regular operating hours as deemed necessary by Brown County. Brown County will provide reasonable notification to Customers of any change in regular operating hours.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of operating hours for the Designated Drop Off Location to accommodate the holiday. Nothing in this section shall preclude the Director from closing the Designated Drop Off Location during inclement weather, such as days with high winds or any day which makes the disposal of wastes under existing state law unacceptable to Brown

County. The Parties agree that the Director may extend or limit the aforementioned hours at the Director's sole discretion. Customer may, with at least twenty-four (24) hours notice, request the Director to extend normal operating hours. Customer agrees to pay an hourly rate established by Brown County for extended hours.

8. **PENALTIES** –Customer is obligated to deliver all Solid Waste to Brown County, as provided in Paragraph 4. In the event that Customer diverts Solid Waste for treatment or disposal to a facility owned or operated by a person other than Brown County, a penalty shall be assessed to offset the losses incurred by Brown County. The total penalty shall be calculated based on the amount of tonnage diverted in a year, multiplied by the Preferred Rate. The penalty will be assessed at the end of each Agreement year and shall be promptly paid by Customer. Penalties shall not be assessed for the reduction of Solid Waste delivery due to Solid Waste Reduction Measures.
9. **FORCE MAJEURE** – Should Brown County or Customer be delayed or prevented in whole or in part from performing any obligation or condition hereunder by reason of or as a result of any Force Majeure, Brown County or Customer shall be excused from performing such obligations or conditions while Brown County or Customer is so delayed or prevented and for ten (10) days thereafter. The Director shall arrange for Customer's Solid Waste to be accepted for disposal at another landfill during any Force Majeure event which prevents normal operations at the Designated Drop Off Location. The costs associated with alternative disposal and transportation shall be the responsibility of Customer.
10. **ASSIGNMENT** – Customer shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of the Director.
11. **DEFAULT** – Should either party fail to carry out any provision of this Agreement, the other party may pursue the legal and equitable remedies available to it for the breach of this Agreement. The defaulting party must cure the default within ten (10) working days of its actual notice of default or this Agreement may be terminated by the other party upon thirty (30) days written notice of the failure to cure the default.
12. **NOTICE** – A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Brown County Port and Solid Waste Department
2561 South Broadway
Green Bay, WI 54304
13. **DAMAGES** –Customer shall pay Brown County for any damages, fees, expenses, costs, penalties, fines, whatsoever incurred by Brown County as a result of Customer's delivery of materials which fail to meet the standards identified in the Plan of Operation or Exhibit A of this Agreement, as may be amended from time to time as provided for in Paragraph 4 hereof. The Customer shall also pay Brown County the penalties, if any, called for by Paragraph 8 hereof, and such penalties shall be in addition to and not in lieu of other damages.
14. **TERMINATION** –This Agreement is null and void if Brown County determines not to renew the BOW for consecutive 25-year terms, or if the Landfill reaches capacity. Customer may terminate this agreement upon one (1) year written notice if Brown County raises Tipping Fees beyond the allowable CPI-W adjustment for reasons not contemplated in Paragraph 6 of this Agreement.
15. **SEVERABILITY** – If any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect the legality or enforceability of any other provision of this Agreement. The recitals above are non-enforceable as terms of this Agreement.

- 16. APPLICABLE LAW** -- The civil and regulatory laws, ordinances and regulations of Brown County and other municipalities in Brown County, which currently apply and are in force and effect or may in the future be adopted, with respect to the subject matter of this Agreement, and matters which are necessarily related, shall continue in force and effect and be enforced in the usual manner in municipal courts and state circuit courts, with regard to enforcement or interpretation of this Agreement. The Customer and Brown County waive any sovereign immunity for purposes of enforcement of this Agreement and agree to sue and be sued in the appropriate municipal or state court with regard to enforcement of this Agreement or with regard to issues arising out of interpretation of this Agreement. This provision shall continue for the term of this Agreement.

Any future Brown County ordinances that affect the Solid Waste Management System may result in an addendum to this Agreement.

This Agreement shall be interpreted and applied pursuant to the laws of the State of Wisconsin, and any legal dispute arising hereunder shall be venued in Brown County Circuit Court.

- 17. HOLD HARMLESS** -- Brown County agrees to defend, indemnify, save and hold harmless Customer, its officials, officers, employees and agents, from and against any and all liability, damage, loss, claim, demand, and action arising or claimed to arise from implementation and operation of this Agreement when such liability, damage, loss, claim, demand, or action is based upon any illegal solid waste flow control or any allegation of Federal or State Anti-Trust or Commerce clause violations. It is the intent of this clause that Brown County will defend or pay the defense expenses of Customer and reimburse Customer for cost incurred, including damages, fines, fees, judgments, forfeitures, and any other cost imposed by virtue of claims made or litigation commenced against Customer when such claim or litigation is based upon the above. Nothing in this Paragraph 18 is intended to waive or affect any other right, title, interest, defense or claim to other legal or equitable relief of the Parties, all such rights, claims and defenses being expressly reserved, including the right to seek contribution under the federal Comprehensive Environmental Response, Compensation, and Liability Act and counterpart state law.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

Troy Streckenbach

Municipality of _____

(Name)

(Title)

Exhibit A

Acceptable Solid Waste - Transfer Station and/or Landfill

1. Residential waste, refuse and garbage. (Transfer Station and/or Landfill)
2. Large items, except those identified in Exhibit B (Transfer Station and/or Landfill)
3. Commercial Waste (Transfer Station and/or Landfill)
4. Industrial Waste, except those listed in Exhibit B (Transfer Station and/or Landfill)
5. Construction and Demolition Waste (Transfer Station and/or Landfill)
6. Special Waste as approved by Brown County (Landfill)

Exhibit B

Unacceptable Solid Waste

1. Liquid waste
2. All industrial process waste unless approved in advance, by the Director in writing
3. Hazardous waste (toxic, corrosive, reactive, or flammable)
4. Automobile hulks
5. Septic tank waste
6. Yard waste
7. Asbestos, unless approved in advance, by the Director in writing
8. Incinerator residue, unless approved in advance, by the Director in writing
9. Contaminated soil, unless approved in advance, by the Director in writing
10. Gasoline, Diesel or other fuel tanks unless approved in advance, by the Director in writing
11. Radioactive, biological or infectious waste

Exhibit C

Solid waste accepted at Transfer Station or Landfill for recycling

1. Household appliances
2. Vehicle batteries
3. Vehicle tires
4. Scrap metal

Addendum #1

This Addendum #1 is incorporated into and made a part of the Agreement by this reference.

The Preferred Rate tipping fee for 2013 is \$40.00/ton; the Gate Rate is \$43.00/ton. Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Agreement.

Addendum #2

This Addendum #2 is incorporated into and made a part of the Agreement by this reference.

This Addendum #2 shall only become effective, if the WASTE TRANSFER AND HANDLING AGREEMENT is executed by and between Brown County and Oneida Energy, Inc. ("OEI") and the OEI waste gasification project becomes operational. This Addendum #2 shall only remain in effect so long as the OEI waste gasification project remains operational. All capitalized terms used herein but not defined in this Addendum #2 shall be defined as provided in the Agreement.

1. Definitions

- A. Infectious Waste means waste defined as infectious and medical waste as defined by sections 287.07(7)(c)1. c., and 299.51(1)(b) of the Wisconsin Statutes. Tissues, diapers, sanitary napkins, kitty litter and similar items commonly disposed of in ordinary household waste shall not be deemed to be Infectious Waste if included in small amounts customarily found in waste from residential sources so long as the disposal and processing of such material by OEI at the Facility is permitted by, and shall not cause or result in OEI being in violation of, applicable laws, statutes, rules, regulations, permits and orders of any and all governmental entities having jurisdiction over OEI and/or the Facility.
 - B. Non-Processable Waste means waste that cannot be processed or used for fuel at the OEI Facility, including but not limited to concrete, stone and other noncombustible inorganic materials.
 - C. OEI Facility means the waste gasification facility proposed for development 1230 Hurlbut St., Green Bay, Wisconsin.
 - D. Unacceptable Load means an entire truck load of Non-Processable Waste.
2. To the extent Customer is allowed by the Waste Transfer and Handling Agreement executed between Brown County and OEI to direct Solid Waste to the OEI Facility, then Customer shall not deliver to the OEI Facility any Hazardous Waste, Infectious Waste or an Unacceptable Load.
3. Should Customer deliver to the OEI Facility Hazardous Waste, Infectious Waste or an Unacceptable Load, the cost of managing such delivery shall be allocated as follows:
- A. If an Unacceptable Load is delivered to the Facility by Customer, and is rejected by OEI before Customer leaves the OEI Facility, the Unacceptable Load shall be reloaded onto Customer's vehicle for delivery to the Designated Drop Off Location at Customer's sole expense.
 - B. If an Unacceptable Load is delivered to the Facility by Customer, unloaded onto the tipping floor, and is rejected by OEI after the Customer leaves the OEI Facility, OEI shall be solely responsible for the cost to transport the Non-Processable Waste to the Designated Drop Off Location. The tipping floor is generally referred to as the location at disposal facility where waste is unloaded from the truck.
 - C. If an Unacceptable Load or other Non-Processable Waste delivered to the OEI Facility by Customer is determined to be Hazardous Waste or Infectious Waste, Customer shall be solely responsible for the cost to transport the Hazardous Waste or Infectious Waste to the Designated Drop Off Location.

4. Brown County agrees to use commercially reasonable efforts to secure indemnification protection from OEI for the disposal of Customer's wastes and shall, to the extent commercially reasonable, attempt to obtain OEI's agreement that such indemnification benefits flow to and benefit Customer.
5. If a mutually acceptable agreement is executed between Brown County and the OEI, beginning six months after the OEI Facility becomes fully operational, and every six (6) months thereafter, Brown County will conduct a financial review of savings realized by such an agreement. After each six (6) month financial review, Brown County agrees to rebate to Customers, on a per ton basis, any savings realized from supplying Solid Waste to the OEI Facility, less operating and management costs incurred by Brown County. Operation and management costs may include, but are not limited to, costs incurred by Brown County for Customers failure to perform pursuant to paragraph three (3) of this Addendum #2; any increased transfer station operation and hauling costs associated with delivering Solid Waste to OEI; and any failure by Brown County to deliver its 95% Solid Waste commitment to a landfill, as required by the BOW Agreement

The financial review shall include an evaluation of the difference between the Preferred Rate charged to the Customer and the rate paid to OEI by Brown County for supplying Solid Waste to the OEI Facility, Brown County's operation and management costs and the net savings realized by Brown County. The resulting net savings shall be distributed to Customers in proportion to each Customer's per ton contribution of Solid Waste as a percentage of the total tonnage delivered to the OEI Facility and Transfer Station.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

Troy Strechenbach

Municipality of _____

(Customer Official)

(Title)

PORT AND SOLID WASTE DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950

FAX: (920) 492-4957

DEAN R. HAEN

PORT AND SOLID WASTE DIRECTOR

October 4, 2012

Mayor Michael Walsh
City of DePere
335 S. Broadway
DePere, WI 54115

Dear Mr. Mayor,

Please find attached three copies of the Solid Waste Management Services Agreement. The new Agreement will renew your municipal commitment to the system for either another five (5) or ten (10) years at the discretion of you. In exchange for your commitment you will receive a below cost tipping fee with future increases limited to no more than inflation. The attached agreement has been negotiated over the past year with the urban municipalities. Brown County Board of Supervisors adopted the Agreement last week.

As a County, we share solid waste management services and resources for with Outagamie and Winnebago Counties under Tri-County recycling and solid waste agreements. Within Brown County, we have separate agreements with all our municipal customers for solid waste disposal, recycling and household hazardous waste. These agreements help us collectively meet the solid waste management needs of our community through methods that are environmentally sound and economical. Thank you for continued support.

Beginning on January 1, 2013, we will be transitioning to a tiered tipping fee. The 2012 solid waste tipping fee was \$40/ton for all customers. The 2013 tipping will be as follows;

▪ Preferred Contract Rate	\$40.00/ton
▪ Contract Rate	\$41.20/ton
▪ Gate Rate	\$43.00/ton

The tiered tipping fee system will provide long-term and high tonnage customers with the best available Preferred Contract Rate tipping fee. The proposed Preferred Contract Rate is offered at below cost. All municipal customers signing the attached Agreements will receive the Preferred Contract Rate no matter their tonnage level. Municipalities and private companies with short-term contracts and/or low tonnage will receive the Contract Rate. Customers with no commitment to the Brown County Solid Waste Management System will be offered the Gate Rate.

Currently all Brown County municipalities are under short-term contracts to deliver municipal solid waste to the County. If your municipality is interested in renewing your commitment to

Brown County and want to receive the Preferred Contract Rate, please execute the attached Agreements and return them. County Executive, Troy Streckenbach, will sign them and return one copy for your records. If you are interested in a presentation from Brown County, please contact me at haen_dr@co.brown.wi.us or (920) 492-4950.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Haen", with a long horizontal flourish extending to the right.

Dean Haen
Director

RESOLUTION #12-139

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(Enterprise Drive Reservoir Inspection)

WHEREAS, the City is in need of consulting services to complete an inspection of its Enterprise Drive reservoir; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the reservoir inspection within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services between the City of De Pere and Dixon Engineering, Inc. as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(Enterprise Drive Reservoir Inspection)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2012, by and between the City of De Pere ("City") and Dixon Engineering, Inc., a foreign corporation authorized to do business in Wisconsin ("Consultant"):

WITNESSETH

WHEREAS, the City is in need of consulting services to complete an inspection of its Enterprise Drive reservoir; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the October 26, 2012 City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated October 31, 2012 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

For the services which are to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed \$2,850 payable in a lump

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineer and/or surveyor's fee on the project, whichever is less.

XI. ALLOCATION OF RISKS

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

partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

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

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

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

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

XVII. TERMINATION OF WORK

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

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

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

XVIII. MEDIATION

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

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

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XIX. NOTICES

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

If to City:

City of DePere
Attention: City Clerk-Treasurer
335 South Broadway Street
DePere, WI 54115

With a copy to:

City of De Pere
Attention: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Dixon Engineering, Inc.
Attention: Jim Orr
1013 Valley Stream Drive
Madison, WI 53711

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

DIXON ENGINEERING, INC.
By:

CITY OF DE PERE
By:

Print Name:
Title:

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2012\Dixon (Enterprise reservoir)-12-12-189-004-12.docx



City of De Pere

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

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

October 26, 2012

Mr. Chris Kreiner
Dixon Engineering, Inc.
1104 Third Avenue
Lake Odessa, MI 48849

RE: Request for Proposals
2012 Enterprise Reservoir Inspection

Dear Mr. Kreiner:

The City of De Pere is requesting a proposal from your firm to complete inspection of the Enterprise Drive reservoir. The reservoir is a 1,250,000 – gallon concrete standpipe that was constructed in 2006 and went on line in 2007. The reservoir has not been inspected since it went on line in 2007. The City is required by Wisconsin Statutes NR 811.08(5) to inspect our water storage facilities every five (5) years.

Scope of Work:

1. Review existing drawings and as-built of reservoir and any other pertinent information pertaining to the reservoir.
2. Conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Prepare a final report showing the results of the reservoir inspection. The report shall include a summary of the inspection and a list of any deficiencies in the reservoir. The written report will include photos for the reservoir inspection. The final report will contain recommendations for future work based on the results of this inspection.
4. Prepare reports for WDNR as required.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

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

Insurance Requirements:

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

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.
2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals are to be delivered or mailed to:

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

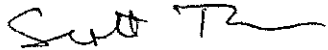
All proposals shall be received prior to 3 p.m. on November 29, 2012. Three (3) copies of the proposal should be submitted for review.

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

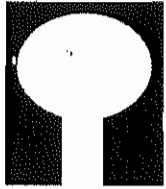
If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

A handwritten signature in black ink, appearing to read "Scott Thoresen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Scott Thoresen, P.E.
Director of Public Works



DIXON ENGINEERING, INC.

9415 West Forest Home Avenue
Suite 208
Hales Corners, WI 53130
Telephone (414) 529-1859
Fax (414) 529-3120

9620 Route 34
Suite B
Yorkville, IL 60560
Telephone (630) 553-7750
Fax (630) 553-7220

Proposal/Contract Agreement for Elevated Water Storage Tank/Reservoir *1,250,000 gallon Concrete Standpipe, 49-05-11-08*

The agreement is between Dixon Engineering, Inc. (DIXON) and the City of De Pere, Wisconsin (OWNER) to contract with DIXON for technical services for the Preliminary Maintenance Inspection ROV (Project). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the not to exceed fee of Two Thousand, Eight Hundred, Fifty dollars (\$2,850). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Preliminary Maintenance Inspection (ROV) per Schedule A

3.01 SIGNATURES

<u>Jim Orr (mm)</u>	<u>October 31, 2012</u>
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE

_____ CONTRACT APPROVED by OWNER	_____ POSITION	_____ DATE
-------------------------------------	-------------------	---------------

_____ CO SIGNATURE (if required)	_____ POSITION	_____ DATE
-------------------------------------	-------------------	---------------

_____ CONTRACT APPROVED by DIXON OFFICER	_____ EFFECTIVE CONTRACT DATE
---	----------------------------------

Exhibit B

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the OWNER which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,
 - a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A
Preliminary Maintenance Inspection
1,250,000 gallon Concrete Standpipe, 49-05-11-08
De Pere, Wisconsin

I Scope of Services Performed by Owner:

1. Perform chlorine residuals and bacteriological testing after completion of the inspection
2. Fill the tank to overflow or higher capacity, and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.

II Scope of Services Performed by DIXON:

1. Perform visual inspection of concrete reservoir.
2. Inspect concrete surfaces for spalling, erosion, or other deterioration.
3. Inspect concrete for cracking, and quantify cracks, if any.
4. Visually inspect concrete for evidence of corrosion or rebar, quantify exposed rebar, and condition, if any. (Note: Corrosion study of covered rebar will not be performed.)
5. Inspect appurtenances for condition, corrosion, adequacy, and safety and health concerns.
6. Inspect exterior coating conditions and estimate remaining service life.
7. Prepare written report (2 copies) describing conditions observed with recommendations for repair. Report shall include budgetary cost estimates for the recommended repairs with digital photos.

SCHEDULE B

*Inspection Preliminary Maintenance Inspection
1,250,000 gallon Standpipe, 49-05-11-08
De Pere, Wisconsin*

1. Fee for Schedule A, Items #1 through #8, travel time, and preparation of the report is a fixed fee items of \$ 2,850.
2. All Professional services invoices which are paid within ten (10) days of the date of issue shall be discounted (Owner's favor) one percent (1%).
3. All DIXON services invoiced which are outstanding more than sixty (60) days from date of issue shall be assessed (DIXON's favor) one and one half percent (1 ½%) per month interest from date thirty days after date of issue.

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$100.00	
Certified NACE Inspector.....	\$ 90.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level III.....	\$ 72.00 to \$85.00	
Staff Engineer – Level II.....	\$ 67.00 to \$80.00	
Staff Engineer – Level I.....	\$ 62.00 to \$75.00	
CAD Supervisor.....	\$ 65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$ 67.00 to \$85.00	
Inspector – Level III.....	\$ 63.00 to \$80.00	
Inspector – Level II.....	\$ 60.00 to \$75.00	
Inspector – Level I.....	\$ 55.00 to \$70.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 48.00 & expenses	
Bookkeeping Services.....	\$ 44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$125 per diem	\$135 per diem
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2013

Revised 08/12

RESOLUTION #12-140

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND DIXON ENGINEERING, INC.
(AT&T Wireless Antenna Upgrade)

WHEREAS, the City is in need of engineering services regarding antenna upgrade on the Matthew Drive water tower; and

WHEREAS, Dixon Engineering, Inc. has available and offers to provide personnel and equipment necessary to accomplish the engineering services within the required time.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services between the City of De Pere and Dixon Engineering, Inc. as is attached hereto as Exhibit 1, provided that AT&T has paid to the City Treasurer the sum due and owing under such contract prior to execution thereof.

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 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, Wisconsin (OWNER) to contract with DIXON for technical services for 2012 AT&T Upgrade (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Four Thousand One Hundred dollars \$4,100. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Installation Inspections

3.01 SIGNATURES

Chris Kreiner

11/12/12

PROPOSED by DIXON (Not a contract until approved by an officer)

PROPOSAL DATE

CONTRACT APPROVED by OWNER

POSITION

DATE

CO SIGNATURE (if required)

POSITION

DATE

CONTRACT APPROVED by DIXON OFFICER

EFFECTIVE CONTRACT DATE

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

- a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

- I. Initial Site Inspection – Site Walk:
 - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.

- II. Design and Plan Review:
 - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.

- III. Site Work for:
 - A. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
 - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of **\$1,150**.
 - 2. Schedule A, Item II, Design and Plan Review, the lump sum of **\$1,250**. (Site Walk prerequisite \$1,150)
- B. Owner shall pay DIXON the following line items times the number of units used:
 - 1. Schedule A, Item III
 - A. (2) Installation and Post Inspections **\$850** per inspection

II INVOICES

- A. Invoices will be compiled monthly.
- B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day diem, per day (may be increased based on location)	\$100 per diem, per day
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2013

RESOLUTION 12-141

ESTABLISHING PARAMETERS FOR UNASSIGNED RESERVE ACCOUNT BALANCE

WHEREAS, the Common Council has adopted in the past, various policies concerning the appropriate percentage of general fund expenditures to maintain in the unassigned reserve account (formerly known as undesignated reserves); and

WHEREAS, the Common Council is cognizant that utilizing one-time revenues, such as a transfer from the unassigned reserve account, to fund City operating expense is viewed unfavorably by bond rating agencies insofar as doing so creates a funding gap for those ongoing expenses in future years; and

WHEREAS, the Common Council is equally cognizant of its obligation to taxpayers to not levy and collect tax revenues in excess of what is required to fund and maintain the level of services expected by the taxpayers; and

WHEREAS, bond rating agencies which have reviewed and provided bond ratings of the City over the years have advised that maintaining a strong unassigned reserve account, including avoiding using said account for operating expenses without a future revenue stream plan for that expense, is a key to maintaining the City's strong bond rating; and

WHEREAS, the City's financial advisor and the City's finance director have each indicated that, in their respective opinions, maintaining the unassigned reserve account at not less than 25% of the City's general fund expenditures is appropriate; and

WHEREAS, the Common Council has engaged in considerable discussion over this issue and has determined to adopt the unassigned reserve fund parameters policy as is set forth below.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

1. The Common Council endorses a policy whereby the unassigned reserve account maintains a balance between 25% and 35% of the City's general fund expenditures.
2. The unassigned reserve account shall not fall below 25% of the City's general fund operating expenditures unless done under an amendment to this policy or taxes are levied to replenish such account.
3. Should the City's yearly financial audit indicate that the unassigned reserve account exceeds 35% of general fund expenditures, utilization of such amount in excess thereof shall be addressed in the upcoming budget deliberations.
4. The Common Council may determine what, if any, use of such excess funds may be appropriate in adoption of said budget.
5. City Administrative staff shall, during the budget process, identify for the Mayor and Common Council, any project or expenditures they believe may be appropriate for the Council to consider.

BET IT FURTHER RESOLVED THAT:

Nothing herein shall relieve the Common Council of its discretion to utilize unassigned reserve funds which account for more than 25% of general fund expenditures for such uses as it, in its sound discretion, deem appropriate.

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 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION 12-142

AUTHORIZING CERTAIN EMERGENCY EXPENDITURES
FROM UNASSIGNED RESERVE ACCOUNT

WHEREAS, in years prior to 2013, the City's adopted budget included an appropriation funding a contingency account for unanticipated, unbudgeted expenses; and

WHEREAS, said contingency account was also utilized for payment of emergency expenditures when prior authorization from the Council was not feasible or practicable; and

WHEREAS, the City's adopted 2013 budget does not include an appropriation funding a contingency account, requiring designation of an alternative method of allowing for funding of unexpected and emergency expenditures pending a ratification of the same by the Council; and

WHEREAS, the Council wishes to authorize such emergency expenditures from the unassigned reserve fund as more fully set forth herein.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

1. The Common Council authorizes the City Administrator, or, in the absence of the City Administrator, the Finance Director, to authorize an emergency expenditure up to \$25,000, funded from the general fund unassigned reserve fund.
2. Such emergency expenditure shall be brought to the Council for ratification at a subsequent regular or special meeting of the Council.
3. "Emergency" for the purposes of this authorization means an urgent situation or condition which occurs unexpectedly and which is deemed to require immediate action to protect the interest of the City.

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 18th day of
December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #12-143

AUTHORIZING CERTAIN FEES FOR HEALTH DEPARTMENT SERVICES

WHEREAS, the City Health Department, pursuant to State statute and City ordinance, performs a variety of services for which fees are charged; and

WHEREAS, such fees have been reviewed by the Board of Health.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT the following fees for Health Department Services are hereby established in addition to those currently authorized:

Type of Licensing	LOCAL FEE	STATE FEE	TOTAL FEE	Local fee Increase
Department of Health Services (DHS)				
RESTAURANT – see full schedule for specific types				
Prepackaged	\$94.50	\$10.50	\$105.00	\$0.00
Low Complexity	\$352.00	\$23.00	\$375.00	\$0.00
Moderate Complexity	\$452.00	\$33.00	\$485.00	\$0.00
High Complexity	\$546.00	\$54.00	\$600.00	\$0.00
Temporary Restaurant	\$108.00	\$17.00	\$125.00	\$0.00
Temporary Restaurant Inspection Fee	\$80.00		\$80.00	\$0.00
Additional area	\$40.00	\$10.00	\$50.00	\$0.00
Tavern	\$94.00		\$94.00	\$0.00
LODGING				
Hotel / Motel 5-30 Rooms	\$234.50	\$20.50	\$255.00	\$0.00
Hotel / Motel 31-99 Rooms	\$336.00	\$28.00	\$364.00	\$0.00
Hotel / Motel 100-199 Rooms	\$414.50	\$35.50	\$450.00	\$0.00
Hotel / Motel 200+ Rooms	\$479.00	\$49.00	\$528.00	\$0.00
Tourist Rooming House	\$86.00	\$11.00	\$97.00	\$0.00
Bed & Breakfast	\$107.00	\$11.00	\$118.00	\$0.00
SWIMMING POOLS				
Pool	\$300.00	\$15.00	\$315.00	\$0.00
Additional Pool	\$140.00	\$15.00	\$155.00	\$0.00
Water Attraction	\$165.50	\$17.50	\$183.00	\$0.00
Water Attraction with up to 2 slides per basin	\$235.00	\$25.00	\$260.00	\$0.00
Additional Slides Poolslides in excess of 2 per basin	\$142.00	\$15.00	\$157.00	\$0.00
Additional Slides Waterslides in excess of 2 per basin	\$142.00	\$15.00	\$157.00	\$0.00

Type of Licensing	LOCAL FEE	STATE FEE	TOTAL FEE	Local fee Increase
CAMPGROUNDS				
1-25 Sites	\$144.50	\$17.50	\$162.00	\$0.00
26-50 Sites	\$175.00	\$25.00	\$200.00	\$0.00
51-99 Sites	\$198.50	\$30.50	\$229.00	\$0.00
100-199 Sites	\$228.50	\$35.50	\$264.00	\$0.00
Over 200 Sites	\$254.00	\$41.00	\$295.00	\$0.00
Recreational / Educational Camp	\$135.50	\$50.50	\$186.00	\$0.00
Special Event Campground 1-25 Sites	\$144.50	\$17.50	\$162.00	\$0.00
Special Event Campground 26-50 Sites	\$175.00	\$25.00	\$200.00	\$0.00
Special Event Campground 51-99 Sites	\$198.50	\$30.50	\$229.00	\$0.00
Special Event Campground 100-199 Sites	\$228.50	\$35.50	\$264.00	\$0.00
Special Event Campground over 200 Sites	\$254.00	\$41.00	\$295.00	\$0.00
TATTOO / BODY PIERCING				
Tattoo Establishment	\$147.50	\$13.50	\$161.00	\$0.00
Body-Piercing Establishment	\$147.50	\$13.50	\$161.00	\$0.00
Combined Tattoo & Body Piercing Establishment	\$216.00	\$22.00	\$238.00	\$0.00
Temporary Tattoo Establishment	\$95.00	\$10.00	\$105.00	\$0.00
Temporary Body Piercing Establishment	\$95.00	\$10.00	\$105.00	\$0.00
Temporary Combined Tattoo /Body -Piercing Establishment	\$95.00	\$10.00	\$105.00	\$0.00
SCHOOLS				
Satellite kitchen	\$155.00		\$155.00	\$0.00
Production Kitchen	\$220.00		\$220.00	\$0.00
DATCP/RETAIL FOOD				
Not Engaged in food processing	\$97.50	\$4.50	\$102.00	\$0.00
Process Non-Potentially Hazardous, sales <\$25,000	\$152.00	\$6.00	\$158.00	\$0.00
Process Non-Potentially Hazardous, sales of at least \$25,000	\$325.00	\$19.00	\$344.00	\$0.00
Process Potentially Hazardous, sales of at least \$25,000 but <\$1,000,000	\$475.50	\$26.50	\$502.00	\$0.00
Process Potentially Hazardous, sales of at least \$1,000,000	\$861.50	\$68.50	\$930.00	\$0.00
Temporary Retail	\$80.00		\$80.00	\$0.00
Temporary Retail Inspection Fee	\$20.00		\$20.00	\$0.00
DHFS AND RETAIL FOOD				
Level 1 Pre-inspection for Prepackaged, Tourist Rooming House & Bed and Breakfast Licenses	\$105.00		\$105.00	\$0.00
Level 2 Pre-inspection for other license types	\$220.00		\$220.00	\$0.00
Re-inspection Fee				
Re-inspection 1 st	\$105.00		\$105.00	\$0.00
Re-inspection 2 nd	\$160.00		\$160.00	\$0.00

Type of Licensing	LOCAL FEE	STATE FEE	TOTAL FEE	Local fee Increase
Re-inspection 3 rd	\$210.00		\$210.00	\$0.00
Penalty Fee for Late Payment	\$100.00		\$100.00	\$0.00
Late Application Fee	2x actual fee		2x actual fee	N/A
WEIGHTS AND MEASURES PROGRAM				
Annual Base Fee per applicant	\$55.00		\$55.00	\$0.00
Scales 0-50 lbs per scale	\$32.00		\$32.00	\$0.00
Scales 51-1000 lbs per scale	\$52.00		\$52.00	\$0.00
Scales High Accuracy Pharmacy per scale	\$47.00		\$47.00	\$0.00
Liquid Measuring Devices per unit	\$21.00		\$21.00	\$0.00
Vehicle Tank Meters per unit	\$52.00		\$52.00	\$0.00
Coin Operated Devices per device	\$16.00		\$16.00	\$0.00
Taxi Meters per vehicle	\$21.00		\$21.00	\$0.00
Scanner/Point of Sales 1-3 devices at facility	\$79.00		\$79.00	\$0.00
Scanner/Point of Sales 4 or more devices at facility	\$210.00		\$210.00	\$0.00
Vehicle Scales per scale	\$63.00		\$63.00	\$0.00
Other Devices hourly charge	\$52.00		\$52.00	\$0.00
Re-inspection Fee				
Re-inspection 1 st	\$105.00		\$105.00	\$0.00
Re-inspection 2 nd	\$160.00		\$160.00	\$0.00
Re-inspection 3 rd	\$210.00		\$210.00	\$0.00
Penalty Fee for Late Payment	\$100.00		\$100.00	\$0.00
Late Application Fee	2x actual fee		2x actual fee	
GENERAL PUBLIC HEALTH				
Vaccine donation request per state supplied vaccine	\$5.00		\$5.00	\$1.00
Tuberculosis Skin Test	\$15.00		\$15.00	\$5.00
Adult Hepatitis A Vaccination	\$40.00		\$40.00	\$0.00
Adult Hepatitis B Vaccination	\$45.00		\$45.00	\$0.00
Twinrix (adult combination Hep A and Hep B)	\$60.00		\$60.00	\$0.00
Influenza Vaccination	\$25.00		\$25.00	\$0.00
Radon Test Kit-short term	\$5.00		\$5.00	\$0.00
Radon Test Kit-long term	\$25.00		\$25.00	\$0.00

BE IT FURTHER RESOLVED THAT:

All fees herein associated with licenses issued by the Health Department shall be first effective for the 2013-2014 license year, commencing July 1, 2013. All other fees herein shall be effective after passage of this resolution.

BE IF FURTHER RESOLVED THAT:

All resolutions establishing such fees heretofore are hereby repealed and superseded by this resolution after the effective dates herein.

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December,

2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #12-144

REGARDING CERTAIN FEES

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT the Common Council imposes the following changes to fees for such services indicated:

**Pursuant to Chapter 14 De Pere Municipal Code
(Zoning)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Rezoning Application	\$245.00	\$250.00
Variance Request	\$245.00	\$250.00
Conditional Use Application	\$245.00	\$250.00
Site Plan Review	\$245.00	\$250.00
Right-of-way Vacation	\$245.00	\$250.00

**Pursuant to Chapter 46 De Pere Municipal Code
(Platting and Division of Land)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Street Name Change	\$145.00	\$150.00

**Pursuant to Chapter 98 De Pere Municipal Code
(Signs)**

<u>Service</u>	<u>Current Fee</u>	<u>New Fee</u>
Sign Contractor Annual License	\$75.00	\$100.00
Sign Permit - Minimum	\$40.00	\$50.00
Sign Variance	\$100.00	\$150.00

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

All other fees established hereunder shall be effective January 1, 2013.

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes _____

Nays _____

RESOLUTION #12-145

REVISING SEWER SERVICE RATES
(December 2012)

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The rate structure attached as Exhibit A is hereby approved and adopted by the Common Council for:

- (1) General general sewer billings due on and after April 20, 2013; and
- (2) industrial sewer billings for service effective January 1, 2013.

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 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**CITY OF DEPERE
WASTEWATER UTILITY
PROPOSED RATES
DECEMBER 2012**

City of DePere Wastewater Utility

Proposed Rates

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City of DePere Wastewater Utility
Projected Operating Statements

PROJECTED OPERATING STATEMENTS

Revenues

	Actual 2010	Actual 2011	Projected 2012	with increase Estimated 2013
User charges - general customers	\$ 2,294,811	\$ 2,740,358	\$ 3,007,885	\$ 3,492,000
User charges- paper mills				
GBMSD treatment charges - pass through	3,313,586	3,202,173	3,686,000	4,224,000
Fixed administrative charges	-	-	-	36,000
Collection charges - variable	142,166	148,153	96,393	119,411
Contractor waste loads	-	620	-	-
Forfeited discounts	24,173	32,483	42,000	42,000
Total Revenues	5,774,736	6,123,787	6,832,278	7,913,411

Expenses and Other Uses

Treatment charges				
General customers	1,574,293	1,916,127	1,865,500	1,958,600
Paper mills - pass through	3,313,586	3,202,173	3,686,000	4,224,000
Operation and maintenance	962,654	930,991	951,421	972,464
Sewer share of meter reading expenses	57,774	65,592	67,560	69,587
Capital replacement outlay	-	419,430	465,300	480,000
GBMSD annual debt service requirements	-	-	-	169,642
Total Expenses and Other Uses	5,908,307	6,534,313	7,035,781	7,874,293

Excess Revenues (Expenses)

\$ (133,571)	\$ (410,526)	\$ (203,503)	\$ 39,118
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Assumptions:

The City will have an estimated \$480,000 in capital replacement costs for the next few years

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

GENERAL CUSTOMERS

	Actual 2010	Actual 2011	Projected 2012	Estimated 2013
Actual Expenses				
Wastewater treatment charges				
General customers	\$ 1,574,293	\$ 1,916,127	\$ 1,865,500	\$ 1,958,600

Metered Water Flow

	Actual 2011	Projected 2012	2013 Estimated
Water Gallons Sold	496,564,160	504,000,000	504,000,000

Proposed Treatment Rate - General Customers

	Proposed Rate per thousand	Metered Water Flow	Recovery of Costs
Variable Costs	\$ 3.88	504,000,000	\$ 1,955,520

PAPER MILLS

	Actual 2010	Actual 2011	Projected 2012	Estimated 2013
Actual Expenses				
Wastewater treatment charges				
Paper Mills	\$ 3,313,586	\$ 3,202,173	\$ 3,686,000	\$ 4,224,000

Treatment Rates - Paper Mills

Variable treatment charges will be a direct pass-through from GBMSD

Treatment Fixed Administrative Fee

	Allocation of Costs
Allocation of 10% of 2013 budgeted administrative costs - total \$392,000	
Charged equally to each paper mill- rate of \$1,000 per month	\$ 36,000

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

PROJECTED EXPENSES AND OTHER USES	Actual		Projected		Allocation of Expenses	
	2010	2011	2012	2013	Fixed	Variable
Operation and maintenance	\$ 962,654	\$ 930,991	\$ 951,421	\$ 972,464	\$ 405,500	\$ 566,964
Sewer share of meter reading expenses	57,774	65,592	67,560	69,587	69,587	-
Capital replacement outlay	-	419,430	465,300	480,000	480,000	-
GBMSD annual debt service requirements	-	-	-	169,642	169,642	-
Less: Fixed charges allocated to treatment				(36,000)	(36,000)	-
Total Expenses and Other Uses	\$ 1,020,428	\$ 1,416,013	\$ 1,484,281	\$ 1,655,693	\$ 1,088,729	\$ 566,964

REVENUE REQUIREMENT- COLLECTION SYSTEM

Expenditures and Other Uses	
Recovered through fixed charges to general customers	\$ 1,088,729
Recovered through volume charges to all customers	566,964
Total Revenue Requirement - Collection System	<u>\$ 1,655,693</u>

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

FIXED CHARGES - GENERAL CUSTOMERS

	2013 Estimated
Costs to be recovered:	
Operation and maintenance - fixed portion	\$ 405,500
Sewer share of meter reading expenses	69,587
Capital replacement outlay	480,000
GBMSD annual debt service requirements	169,642
Less: Fixed charges allocated to treatment	(36,000)
Total	\$ 1,088,729

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,222	1.00	\$ 24.00	\$ 96.00	\$ 789,312
1"	132	2.50	60.00	240.00	31,680
1 1/2"	112	5.00	120.00	480.00	53,760
2"	82	8.00	192.00	768.00	62,976
3"	45	15.00	360.00	1,440.00	64,800
4"	20	45.00	1,080.00	4,320.00	86,400
	<u>8,613</u>				<u>\$ 1,088,928</u>

FIXED CHARGE - PAPER MILLS

Charges are a direct pass through from GBMSD- estimated at \$3,000 per month

VOLUME CHARGE- ALL CUSTOMERS

	2013 Estimated
Costs to be Recovered	
Operation and maintenance - variable portion	\$ 566,964
Less: Allocated to customers where calculated charges exceed 15% of revenue requirement	(85,045)
Net to be Recovered through Volume Charges	\$ 481,919

Gallons sold and wastewater flows

	2013 Estimated
General customers- water gallons sold	504,000,000
Paper Mills with < 15% (wastewater)	38,700,000
Total	542,700,000

Proposed Rates

	Proposed Rate	Billable Flows	Recovery of Costs
Variable Costs	\$ 0.888	542,700,000	\$ 481,918

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

WASTEWATER RATES	Current Rates as of 10/1/2012		Proposed Rates - 2013	
	Volume charge- treatment		Volume charge- treatment	
	Treatment	\$3.72/ thousand gallons	Treatment	\$3.88/ thousand gallons
	Volume charge- collection -quarterly		Volume charge- collection -quarterly	
	First 54,000 gallons	\$0.717/ thousand gallons	Collection	\$0.888/ thousand gallons
	Next 486,000 gallons	\$0.683/ thousand gallons		
	Over 540,000 gallons	\$0.418/ thousand gallons		
	Collection Fixed charge - quarterly		Collection Fixed charge- quarterly	
	3/4"	\$ 22.25	3/4"	\$ 24.00
	1"	56.50	1"	60.00
	1 1/2"	112.30	1 1/2"	120.00
	2"	180.05	2"	192.00
	3"	337.35	3"	360.00
	4"	1,010.95	4"	1,080.00
AVERAGE RESIDENTIAL BILL				
	In thousand gallons			
	Per Year	Per Quarter		
Average water use	60.00	15.00		
	Current Rates as of 10/1/2012		Proposed Rates - 2013	
	Per Year	Per Quarter	Per Year	Per Quarter
Wastewater	\$ 355.22	\$ 88.81	\$ 382.08	\$ 95.52
				Quarterly Increase
				6.71

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

COLLECTION RATES

Current Rates as of 10/1/2012

Volume charge- collection- monthly	
First 18,000 Gallons	\$0.717/ thousand gallons
Next 162,000 Gallons	\$0.683/ thousand gallons
Over 180,000 Gallons	\$0.418/ thousand gallons
Up to a maximum of 10% of Collection System Expenses allocated to the Flow Rate - for 2012: \$61,984	

GBMSD Daily Monitoring Fixed Charge- monthly	
Direct pass-through from GBMSD	\$3,000 per month estimate

City of DePere - Fixed Treatment Administrative Fee	
	none

Proposed Rates - 2013

Volume charge- collection- monthly	
Collection	\$0.888/ thousand gallons
Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2013: \$85,045	

GBMSD Daily Monitoring Fixed Charge- monthly	
Direct pass-through from GBMSD	\$3,000 per month estimate

City of DePere - Fixed Treatment Administrative Fee	
	\$1,000 per month

TREATMENT RATES

GBMSD unit charges - as of 10/1/2012	
Flow	\$.88066/ thousand gallons
BOD	\$0.27704/ pound
TSS	\$0.30686/ pound
Phosphorus	\$0.50783/ pound
TKN	\$0.80124/ pound

GBMSD unit charges - direct pass through	
Flow	\$.85738/ thousand gallons
BOD	\$0.31486/ pound
TSS	\$0.33942/ pound
Phosphorus	\$0.61715/ pound
TKN	\$0.78893/ pound

City of DePue Wastewater Utility
Proposed Rate Increase - Paper Mill Average Bills

SONOCO US MILLS

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	38,700	3,225
BOD (in pounds)	1,560,000	130,000
TSS (in pounds)	456,000	38,000
Phosphorus (in pounds)	444	37
TKN (in pounds)	6,600	550

	Current Rates as of 10/1/2012	
	Per Year	Per Month
Treatment	\$ 611,707.32	\$ 50,975.61
Treatment fixed administrative fee	-	-
Collection	16,756.34	1,396.36
GBMSD daily monitoring charge	36,000.00	3,000.00
Total	\$ 664,463.66	\$ 55,371.97

	Proposed Rates - 2013		Monthly Increase
	Per Year	Per Month	
Treatment	\$ 696,618.68	\$ 58,051.56	\$ 7,075.95
Treatment fixed administrative fee	12,000.00	1,000.00	1,000.00
Collection	34,365.60	2,863.80	1,467.44
GBMSD daily monitoring charge	36,000.00	3,000.00	-
Total	\$ 778,984.28	\$ 64,915.36	\$ 9,543.38

THILMANY NICOLET

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	384,000	32,000
BOD (in pounds)	2,298,000	191,500
TSS (in pounds)	228,000	19,000
Phosphorus (in pounds)	540	45
TKN (in pounds)	31,200	2,600

	Current Rates as of 10/1/2012	
	Per Year	Per Month
Treatment	\$ 1,070,048.43	\$ 89,170.70
Treatment fixed administrative fee	-	-
Collection	61,984.00	5,165.33
GBMSD daily monitoring charge	36,000.00	3,000.00
Total	\$ 1,168,032.43	\$ 97,336.04

	Proposed Rates - 2013		Monthly Increase
	Per Year	Per Month	
Treatment	\$ 1,167,117.84	\$ 97,259.82	\$ 8,089.12
Treatment fixed administrative fee	12,000.00	1,000.00	1,000.00
Collection	85,045.00	7,087.08	1,921.75
GBMSD daily monitoring charge	36,000.00	3,000.00	-
Total	\$ 1,300,162.84	\$ 108,346.90	\$ 11,010.87

FOX RIVER FIBER

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	297,000	24,750
BOD (in pounds)	6,016,800	501,400
TSS (in pounds)	406,800	33,900
Phosphorus (in pounds)	2,724	227
TKN (in pounds)	34,800	2,900

	Current Rates as of 10/1/2012	
	Per Year	Per Month
Treatment	\$ 2,082,547.54	\$ 173,545.63
Treatment fixed administrative fee	-	-
Collection	-	-
GBMSD daily monitoring charge	-	-
Total	\$ 2,082,547.54	\$ 173,545.63

	Proposed Rates - 2013		Monthly Increase
	Per Year	Per Month	
Treatment	\$ 2,328,303.44	\$ 194,025.29	\$ 20,479.66
Treatment fixed administrative fee	12,000.00	1,000.00	1,000.00
Collection	-	-	-
GBMSD daily monitoring charge	-	-	-
Total	\$ 2,340,303.44	\$ 195,025.29	\$ 21,479.66

To: Honorable Mayor and Members of Public Works Committee
From: Joe Zegers, Finance Director
Date: December 7, 2012
Subject: 2012-2013 Sewer Rate Study

I have attached the Wastewater Rate Study prepared by Schenck for your consideration for the December 10, 2012 Public Works Committee meeting. Mike Konecny will attend the meeting and go through the details of the report for you. The report includes the recent Green Bay Metropolitan Sewerage District(GBMSD) rate increases which increases the total city treatment costs by approximately 12%.

The attached projected operating statements reflect the need for a City sewer rate increase targeting the 1st quarter billing mailed to general customers in the billing received in late March 2013. The statements reflect the rate increase for billings to the paper mill customers beginning with their January 2013 invoice since they are billed monthly. The analysis indicates that we would still have a \$203,503 deficit for 2012 but would rebound to a \$39,118 increase in at December 31, 2013. The 2013 estimated figures account for the GBMSD treatment rate increase of 12% which we will pass on to our general and paper mill customers beginning January 1st, 2013.

The model with the increased 2013 City rate increase shows the need to increase our general customer rate for an **average** quarterly residential bill by \$6.71 from \$88.81 to \$95.52 for the 1st quarter of 2013 which is shown on page 5 of the report. This is a 7.55% increase from the prior 4th quarter rate increase of 4.5%. The report also shows on page 6 & 7 the increases for the three operating paper mills. The new rates directly pass on the GBMSD treatment and daily monitoring rates to the paper mills and also include a treatment administrative fee of \$12,000 per year as well as revising the collection fee for the Sonoco and Thilmany mills that do not have their own dedicated pipe that goes directly to the treatment plant as in the case of Fox River Fiber. Their rate increases vary due to this and their particular usage factors and adjusts the 4th quarter 2012 rate increase of 4.5%.

The study assumes the revised sewer rates would be effective for the late November to late February billing cycle sent to general customers in late March and to the paper mills as of January 1st 2013. You may also be aware that the GBMSD is undergoing a study to review their current rate methodology for their municipal and paper mill customers with changes, if any, to start as of January 1, 2014.

Feel free to contact me should you have any questions on this and I will also be at the Board of Public Works meeting on December 10th.

RESOLUTION #12-146

APPROVING COMPLIANCE MAINTENANCE ANNUAL REPORT FOR
WASTEWATER COLLECTION SYSTEM

WHEREAS, Chapter NR 208, Wis. Adm. Code, requires that the City of De Pere, as the owner of a wastewater collection system, prepare a Compliance Maintenance Annual Report and deliver the same to the Department of Natural Resources; and

WHEREAS, the Board of Public Works has reviewed the Compliance Maintenance Annual Report for the reporting year 2011, attached and incorporated as Exhibit 1, and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby has reviewed and approves submittal of the Compliance Maintenance Annual Report (Exhibit 1) to the State Wisconsin Department of Natural Resources.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:

Reporting Year: 2011

Financial Management

Questions	Points
1. Person Providing This Financial Information	
Name: Joe Zegers Telephone: (920) 339-4041 E-Mail Address(optional): jzegers@mail.de-pere.org	
2. Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?	0
☒ Yes (0 points) ☐ No (40 points) If No, please explain:	
3. When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2011	0
☒ 0-2 years ago (0 points) ☐ 3 or more years ago (20 points) ☐ Not Applicable (Private Facility)	
4. Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?	0
☒ Yes ☐ No (40 points)	
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)	
5. Equipment Replacement Funds	
5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2010	0
☒ 1-2 years ago (0 points) ☐ 3 or more years ago (20 points) ☐ Not Applicable Explain:	
5.2 What amount is in your Replacement Fund?	
Equipment Replacement Fund Activity	
5.2.1 Ending Balance Reported on Last Year's CMAR:	\$150,000.00
5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+ \$0.00
5.2.3 Adjusted January 1st Beginning Balance	\$150,000.00
5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.)	+ \$0.00

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:

Reporting Year: 2011

Financial Management (Continued)

	5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*) \$0.00										
	5.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$150,000.00										
	(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.) *5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above 										
	5.3 What amount <u>should</u> be in your replacement fund? \$150,000.00 (If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)										
	5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)? ☒ Yes ☐ No Explain: 										
6.	Future Planning										
	6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system? ☒ Yes (If yes, please provide major project information, if not already listed below) ☐ No										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Project Description</th> <th style="width: 20%;">Estimated Cost</th> <th style="width: 20%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td>Sewer Replacement - Easement, Lawton, and Glenwood</td> <td style="text-align: right;">\$400,000.00</td> <td style="text-align: center;">2012</td> </tr> <tr> <td>Sewer Lining</td> <td style="text-align: right;">\$266,000.00</td> <td style="text-align: center;">2012</td> </tr> </tbody> </table>		Project Description	Estimated Cost	Approximate Construction Year	Sewer Replacement - Easement, Lawton, and Glenwood	\$400,000.00	2012	Sewer Lining	\$266,000.00	2012
Project Description	Estimated Cost	Approximate Construction Year									
Sewer Replacement - Easement, Lawton, and Glenwood	\$400,000.00	2012									
Sewer Lining	\$266,000.00	2012									
7.	Financial Management General Comments:										
	None										

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
12/6/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems

	Questions	Points
1.	Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?	
	☐ Yes ☒ No	
2.	Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	30
	☐ Yes (go to question 3) ☒ No (30 points) (go to question 4)	
3.	Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
	☐ Goals: Describe the specific goals you have for your collection system: ☐ Organization: Do you have the following written organizational elements (check only those that you have): ☐ Ownership and governing body description ☐ Organizational chart ☐ Personnel and position descriptions ☐ Internal communication procedures ☐ Public information and education program ☐ Legal Authority: Do you have the legal authority for the following (check only those that apply): ☐ Sewer use ordinance Last Revised MM/DD/YYYY ☐ Pretreatment/Industrial control Programs ☐ Fat, Oil and Grease control ☐ Illicit discharges (commercial, industrial) ☐ Private property clear water (sump pumps, roof or foundation drains, etc) ☐ Private lateral inspections/repairs ☐ Service and management agreements ☐ Maintenance Activities: details in Question 4 ☐ Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly? ☐ State plumbing code ☐ DNR NR 110 standards ☐ Local municipal code requirements ☐ Construction, Inspection and testing ☐ Others:	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
12/6/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

	☐	Overflow Emergency Response Plan: Does your emergency response capability include (check only those that you have): ☐ Alarm system and routine testing ☐ Emergency equipment ☐ Emergency procedures ☐ Communications/Notifications (DNR, Internal, Public, Media etc) ☐ Capacity Assurance: How well do you know your sewer system? Do you have the following? ☐ Current and up-to-date sewer map ☐ Sewer system plans and specifications ☐ Manhole location map ☐ Lift station pump and wet well capacity information ☐ Lift station O&M manuals Within your sewer system have you identified the following? ☐ Areas with flat sewers ☐ Areas with surcharging ☐ Areas with bottlenecks or constrictions ☐ Areas with chronic basement backups or SSO's ☐ Areas with excess debris, solids or grease accumulation ☐ Areas with heavy root growth ☐ Areas with excessive infiltration/inflow (I/I) ☐ Sewers with severe defects that affect flow capacity ☐ Adequacy of capacity for new connections ☐ Lift station capacity and/or pumping problems ☐ Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed. ☐ Special Studies Last Year (check only if applicable): ☐ Infiltration/Inflow (I/I) Analysis ☐ Sewer System Evaluation Survey (SSES) ☐ Sewer Evaluation and Capacity Management Plan (SECAP) ☐ Lift Station Evaluation Report ☐ Others:	
4.	Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:		
	Cleaning 20 % of system/year Root Removal 20 % of system/year Flow Monitoring 0 % of system/year Smoke Testing 0 % of system/year Sewer Line Televising 20 % of system/year		

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
12/6/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

Manhole Inspections Lift Station O&M Manhole Rehabilitation Mainline Rehabilitation Private Sewer Inspections Private Sewer I/I Removal Please include additional comments about your sanitary sewer collection system below:	20 % of system/year 0 # per L.S./year 1 % of manholes rehabed 2 % of sewer lines rehabed 0 % of system/year 0 % of private services	
5. Provide the following collection system and flow information for the past year:		
37.86 28.61 105.8 0 0 1 3 15	Total Actual Amount of Precipitation Last Year Annual Average Precipitation (for your location) Miles of Sanitary Sewer Number of Lift Stations Number of Lift Station Failure Number of Sewer Pipe Failures Number of Basement Backup Occurrences Number of Complaints Average Daily Flow in MGD Peak Monthly Flow in MGD(if available)	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

**Last Updated:
12/6/2012**

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

12.211	Peak Hourly Flow in MGD(if available)
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COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
12/6/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)					20
	Date	Location	Cause	Estimated Volume (MG)	
1.	04/26/2011 11:30:00 AM to 04/26/2011 07:30:00 PM	Glenwood Avenue Manholes	Rain, Plugged Sewer, Flooding	0.0010	
2.	06/22/2011 11:00:00 AM to 06/23/2011 03:00:00 PM	Glenwood Avenue	Rain	0.10	
Were there SSOs that occurred last year that are not listed above? ☐ Yes ☒ No If Yes, list the SSOs that occurred:					
PERFORMANCE INDICATORS 0.00 Lift Station Failures(failures/ps/year) 0.01 Sewer Pipe Failures(pipe failures/sewer mile/yr) 0.02 Sanitary Sewer Overflows (number/sewer mile/yr) 0.03 Basement Backups(number/sewer mile) 0.14 Complaints (number/sewer mile) Peaking Factor Ratio (Peak Monthly:Annual Daily Average) Peaking Factor Ratio(Peak Hourly:Annual daily Average)					
6.	Was infiltration/inflow(I/I) significant in your community last year?				
	☒ Yes ☐ No If Yes, please describe: The City experienced high flows in some of the older areas.				
7.	Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?				
	☒ Yes				

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
12/6/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

	☐ No If Yes, please describe: Two SSO's were related to infiltration and inflow.	
8.	Explain any infiltration/inflow(I/I) changes this year from previous years?	
	No changes	
9.	What is being done to address infiltration/inflow in your collection system?	
	Sewer rehabilitation and replacement. Manhole rehabilitation	

Total Points Generated	50
Score (90% Total Points Generated)	50
Section Grade	F

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:

Reporting Year: 2011

WPDES No.0047341

SECTION	GRADING SUMMARY			
	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial Management		0.0	1	0
Collection Systems	F	0.0	3	0
TOTALS			3	0
GRADE POINT AVERAGE(GPA)=0.00		0.00		

Notes:

A = Voluntary Range

B = Voluntary Range

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:

Reporting Year: 2011

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
City of De Pere	
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B, required for grade C, D, or F):	
Financial Management: Grade=	
Collection Systems: Grade=F	
The City has already replaced the sanitary sewer that had significant infiltration/inflow. This is the sewer section that caused the SSO events.	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 0.00	

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer *ERR*
Date: December 10, 2012
Subject: Consider Compliance Maintenance Annual Report for Wastewater Collection System

The Engineering Department has completed the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system. In the past, this report was required by all wastewater treatment facility owners. The City last submitted this report in 2007 when the City owned the wastewater collection system. In recent years the Wisconsin Department of Natural Resources (WDNR) changed the reporting requirements to include wastewater collection systems owners as well as wastewater treatment facility owners. The City received notification from the WDNR on November 12th that a report is required for the 2011 calendar year. The report scores the City wastewater collection system based on Financial Management and the Collection System.

Included with this memo are the results of the CMAR. The City received a grade A on the Financial Management and F on the Collection System. The City scored a 50 on the Collection System which resulted in the poor grade. The grade was the result of the City not having a Capacity, Management, Operation, and Maintenance (CMOM) plan (30 points) and two sanitary sewer overflows (10 points each).

The sewer segment where the overflows occurred in 2011 has already been replaced and upsized in 2012. The City is already completing many of the maintenance items required in the CMOM. The City collection system experiences high infiltration/inflow in the older parts of the City. It is believed that much of this water is coming from private property. The City will need to draft a plan in the future to address infiltration/inflow from private property in the future. Staff will be drafting a CMOM plan to meet the requirements of the WDNR.

Staff recommends the BOPW approve the Report for submittal to the WDNR.

RESOLUTION #12-147

APPROVING AMENDED INDEMNIFICATION AGREEMENT AND
ACCEPTING AMENDED TEMPORARY LIMITED EASEMENT

WHEREAS, in April 2005, the City obtained a Temporary Limited Easement from Brown County for use of County property on Erie Street at Brown County Highway PP to house a connection point and metering station for City and Central Brown County Water Authority (CBCWA) purposes; and

WHEREAS, the City as requested that the County revise the Temporary Limited Easement so that the City is able to grant CBCWA an easement for CBCWA's facilities at that location; and

WHEREAS, the attached Amended Indemnification Agreement and Amended Temporary Limited Easement have been prepared by Brown County in response to the City's request; and

WHEREAS, the Common Council previously authorized the 5th Amendment to the Water Purchase Agreement with CBCWA which requires, among other things, that the City provide an easement for CBCWA facilities once the CBCWA interest in the connection/metering station is transferred to the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amended Indemnification Agreement, attached hereto and incorporated by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 18th day of December, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Document No. _____

**AMENDED
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT made by Brown County and the City of De Pere, Wisconsin is to amend and replace the indemnification Agreement recorded in Brown County Register of Deeds Office, document No. 2187990 on May 5, 2005 at 2:50:50PM.

WE, THE UNDERSIGNED, in consideration of the mutual promises by and between the parties hereto, hereby agree to indemnify and hold harmless, Brown County, Brown County Highway Department and its agencies, officials, and employees from any and all claims which may arise from the construction of a water main, meter station and pipeline upon the parcel of real estate granted to Brown County for highway purposes as set forth in the attached map, Exhibit "A".
map; and

WE FURTHER AGREE, and it is understood, that the City of De Pere grant this indemnification to Brown County, Brown County Highway Department, and its or pipeline with the understanding that they have caused said water main, meter station or pipeline to be placed in their present location and that they further understand any risks inherent in the placement of said water main, meter station and/or pipeline to third parties who may assert claims for property damages, personal injury or death based on negligence against Brown County as landowner, because of location of said water main, meter station and/or pipeline and further that the City of De Pere hereby acknowledges that they are assuming the financial liability for such risks which third parties may assert for personal injury, death and/or property damages due to the negligence or other claims as to the placement or location of said water main, meter station and/or pipeline; and

WE FURTHER AGREE that the above is a condition for Brown County approval of a Temporary Limited Utility Easement for Brown County owned property used for highway purposes as set forth on the attached map, Exhibit "A"; and

WE FURTHER AGREE that this agreement and the obligations of the City of De Pere apply to and bind their personal representatives, successors and assigns.

Return to:

Brown County Corporation
Counsel
305 E. Walnut Street
Green Bay, WI 54303

BROWN COUNTY, STATE OF WISCONSIN (Grantor)

BY: _____
Name: _____ Title _____

BY: _____
Name: _____ Title _____

CITY OF DE PERE, STATE OF WISCONSIN (Grantee)

BY: _____
Name: _____ Title _____

BY: _____
Name: _____ Title _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN
COUNTY OF BROWN
This instrument was acknowledged before me on _____ day of _____ 2012, by the named party(ies) for Brown County, Wisconsin.

Notary Public, State of Wisconsin

My commission (expires) (is) _____

STATE OF WISCONSIN
COUNTY OF BROWN
This instrument was acknowledged before me on _____ day of _____ 2012, by the named party(ies) for the City of De Pere, Wisconsin.

Notary Public, State of Wisconsin

My commission (expires) (is) _____

EXHIBIT A

(Legal description of Property)

Document No.
Exempt from fee s. 77.25 (2r)

**AMENDED TEMPORARY
LIMITED EASEMENT**

THIS EASEMENT, amends and replaces, the Temporary Limited Easement granted by Brown County, Wisconsin, Grantor, on April 4, 2005, filed with the Brown County Register of Deeds Office as document No. 2188023, recorded on May 4, 2005 at 3:51:30PM, conveying a temporary limited easement as described below, and attached as Exhibit "A" to the City of De Pere, Wisconsin, Grantee. The undersigned owner of the following described property and Grantors herein, for good and valuable consideration, the receipt and sufficiency of which are acknowledged do hereby convey a "temporary limited easement" to the City of De Pere, for the purposes of construction of a water main and meter station, as long as required for such purpose, and to further grant the City of De Pere the right to assign an easement to Central Brown County Water Authority ("CBCWA") for the limited purpose of maintaining its pipeline on the described property as it relates to the City of De Pere and the CBCWA. The property is described as follows:

Return to:

Brown County Corporation Counsel
305 E. Walnut Street
Green Bay, WI 54303

Legal Description:

Being a part of Government Lot 1, Section 27, T23N, R20E, City of De Pere, Brown County, Wisconsin said tract is described as follows:

Commencing at the southwest corner of lot 1, 6 CSM 325 Map #1572. Said corner also being the point of beginning of this description; thence N78° 26' 00"E 86.42 feet; thence S0° 12' 09"W, 160.88 feet; thence S89° 48' 57"W, 53.94 feet; thence N11° 51' 01"W, 146.85 feet to the point of beginning of this description.

Said parcel contains 0.245 acres or 10,684 square feet of land more or less.

This Easement is subject to the following conditions:

1.) Use. That the Grantee, and its assignee, shall have the right to use and occupy the above described property, provided that such use does not interfere with the operation of the highway, for Grantee's and/or assignee's construction, reconstruction, maintenance, operation and/or removal a water main, meter station and water pipeline that may from time to time be required with the right of ingress and egress for the purpose of this grant over the Easement Area.

2.) Adjacent Land Use. That the Grantee, and its assignee, shall have the right of access to lands adjacent thereto for purposes incidental to the construction of said water main.

3.) Restoration. That the Grantee, and its assignee, shall restore the above described property to its original condition or as close thereto as possible, and further, shall provide adequate compensation in the unlikely event that above described property is damaged due to the negligence of Grantee, or its assignee, their employees, agents or officials.

4.) Indemnification. That the Indemnification Agreement entered into between the Grantor and Grantee recorded at the Brown County Register of Deeds office on May 4, 2005, at 2:50:50PM, as document number 2187990 shall be amended to reflect the terms of this Amended Temporary Limited Easement.

5.) Assignment. That the Grantee, City of De Pere, shall not grant its assignee, CBCWA, greater rights than have been granted to City of De Pere by Brown County under this Amended Temporary Limited Easement.

6.) Termination. This Easement is to terminate as to all parties at such time the water main and meter station are no longer needed at this location.

IN WITNESS WHEREOF, the said Grantor having caused these present to be signed and their seal affixed this ____ day of _____ 2012.

BROWN COUNTY, STATE OF WISCONSIN (grantor)

BY: _____
Signature
Name: _____
Title: _____

BY: _____
Signature
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
COUNTY OF BROWN

This instrument was acknowledged before me on ____ day of _____ 2012 by the above named party(ies) for Brown County, Wisconsin.

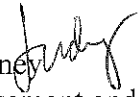
Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

(Legal description of Property)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney 
RE: Revised Brown County Limited Easement and Indemnification Agreement
Date: December 13, 2012

As you are aware, the Central Brown County Water Authority (CBCWA) has approved a 5th Amendment to the Water Purchase Agreement to do away with the dual ownership of the metering/pressure reducing stations and is in the process of converting those stations into member owned stations with easements from the member to the CBCWA for their facilities.

One of De Pere's stations is located on Brown County right-of-way on Erie Street at County Highway PP. The original easement from the County listed only the City as the grantee. CBCWA was appropriately concerned that the easement did not provide for CBCWA's facilities. CBCWA asked the City to seek a revised easement from the County that will permit the City to grant CBCWA an easement for its facilities. A copy of the original Limited Easement, Indemnification Agreement and map of the location are attached for your information.

That revised Limited Easement and Indemnification Agreement is going to the County Board for approval on December 19, 2012. Resolution #12-147 provides the City's approval of the revised Limited Easement and Indemnification Agreement. It also authorizes a Limited Easement (consistent with that given by the County to the City) from the City to CBCWA for its facilities.

If you have any questions, please feel free to call me at 339-4042

JSL:jld

Attachment

cc: Lawrence Delo, City Administrator

H:\dupont\Memos\2012\Mayor & CC-probation & parole-10-5-12-145-004-08.docx

Document No.

Exempt from fee: s. 77.25(2r)

Temporary
Limited Easement

RE3042 294 Dh. 84 Wis. Stats.

2188023

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
05/04/2005 03:51:30PM

REC FEE: 11.00
TRANS FEE:
EXEMPT #
PAGES: 1

COPY

THIS EASEMENT, made by Brown County

grantor, conveys a temporary limited easement as described below to the City of De Pere

The undersigned, owners of the following described property and grantors herein, in consideration of One Dollar (\$1.00), do hereby convey a "temporary limited easement" to the City of De Pere, an easement for the purposes of construction a water main and meter station, as long as required for such purpose, particularly described as follows:

Legal Description:

Being a part of Government Lot 1, Section 27, T23N-R20E, City of De Pere, Brown County, Wisconsin, said tract is described as follows:

Commencing at the southwest corner of lot 1, 6 CSM 325 Map #1572. Said corner also being the point of beginning of this description; thence N78°-26'-00"E 86.42 feet; thence S 0°-12'-09"W, 160.88 feet; thence S89°-48'-57"W, 53.94 feet; thence N11°-51'-01"W, 146.85 feet to the point of beginning of this description.

Said parcel contains 0.245 acres or 10,684 square feet of land more or less.

This easement is subject to the following conditions:

- 1.) That the grantee shall have the right to use and occupy the above described property provided that such use does not interfere with the operation of the highway.
- 2.) That the grantee shall have the right of access to lands adjacent thereto for purposes incidental to the construction of said water main.
- 3.) That the grantee shall restore above described property to its original condition or as close thereto as possible, and further, shall provide adequate compensation in the unlikely event that above described property is damaged due to negligence by the grantee.
- 4.) This easement is to terminate at such time the water main and meter station are no longer needed at this location.

IN WITNESS WHEREOF, the said grantors having caused these presents to be signed and their seal affixed this 4th day of April, 2005

BROWN COUNTY, STATE OF WISCONSIN

Roger Kolb 4/28/05
(Signature)

Roger Kolb, Brown County Highway Commissioner
(Print Name)

State of Wisconsin

Brown County

) ss.

4-28-05
(Date)

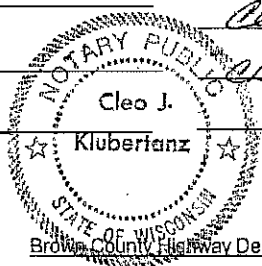
On the above date, this instrument was acknowledged before me by the named person(s).

(Signature)

(Print Name)

(Signature)

(Print Name)



Cleo J. Klubertanz
(Signature, Notary Public, State of Wisconsin)

Cleo J. Klubertanz
(Print or Type Name, Notary Public, State of Wisconsin)

12-3-2007
(Date Commission Expires)

This instrument was drafted by:

Brown County Highway Department

Cleo J. Klubertanz

Document No.

INDEMNIFICATION AGREEMENT

THIS AGREEMENT made by Brown County and the City of De Pere

WE, THE UNDERSIGNED, in consideration of the mutual promises by and between the parties hereto, hereby agree to indemnify and hold harmless, Brown County, Brown County Highway Department and its agencies, officials, and employees from any and all claims which may arise from the construction of a water main and meter station upon the parcel of real estate granted to Brown County for highway purposes as set forth in the attached map; and

WE FURTHER AGREE, and it is understood, that the City of De Pere grant this indemnification to Brown County, Brown County Highway Department, and its agencies, officials and employees for any claims of whatever nature, including but not limited to negligence, arising out of the construction of said water main and meter station with the understanding that they have caused said water main and meter station to be placed in their present location and that they further understand any risks inherent in the placement of said water main and meter station to third parties who may assert claims for property damages or personal injury based on negligence against Brown County as landowner, because of the location of said water main and meter station, and further that the City of De Pere here by acknowledges that they are assuming the financial liability for such risks which third parties may assert for personal injury and/or property damages due to the negligence or other claims as to the placement or location of said water main and meter station; and

WE FURTHER AGREE that the above is a condition for County approval of a Temporary Limited Utility Easement for placement of a water main and meter station on Brown County owned property used for highway purposes as set forth on the attached map; and

WE FURTHER AGREE that this agreement and the obligations of the City of De Pere apply to and bind their personal representatives, successors and assigns.

FOR THE CITY OF DE PERE

Michael J. Walsh
(Signature)
MICHAEL J. WALSH
(Print Name)

State of Wisconsin

Brown County } ss. 4/20/05
(Date)

On the above date, this instrument was acknowledged before me by the named person(s).

Jennifer L. Biskamp
(Signature, Notary Public, State of Wisconsin)
Jennifer L. Biskamp
(Print or Type Name, Notary Public, State of Wisconsin)
10-15-06
(Date Commission Expires)

FOR BROWN COUNTY

Roger Kolb
(Signature)
Roger Kolb, Brown County Highway Commissioner
(Print Name)

State of Wisconsin

BROWN County } ss. 4/23/05
(Date)

On the above date, this instrument was acknowledged before me by the named person(s).

Cleo J. Klubertanz
(Signature, Notary Public, State of Wisconsin)
Cleo J. Klubertanz
(Print or Type Name, Notary Public, State of Wisconsin)
12-3-2007
(Date Commission Expires)

Received

This instrument was recorded on MAY 06 2005

City Attorney

Brown County Highway Department

Cleo J. Klubertanz

2187990

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
05/04/2005 02:50:50PM

REC FEE: 13.00

TRANS FEE:

EXEMPT #

PAGES: 2

COPY

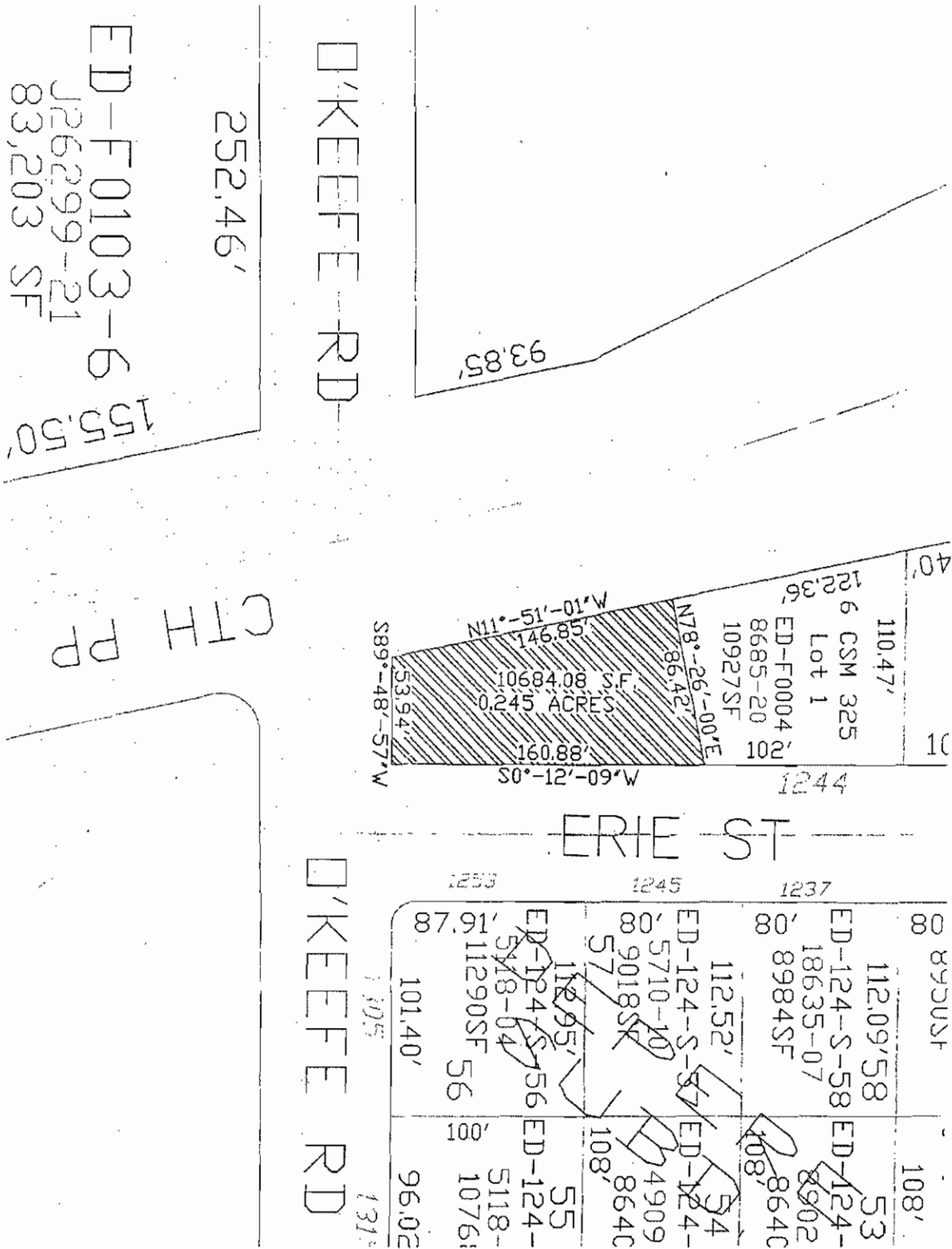
Recording Area

Return to:

Brown County Highway Department
2198 Glendale Avenue
Green Bay, WI 54303

Being a part of Government Lot 1, Section 27, T23N-R20E, City of De Pere, Brown County, Wisconsin, said tract is described as follows:

Said parcel contains 0.245 acres or 10,684 square feet of land more or less.



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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1280	AAA SANITATION INC							
	I-181089	AAA SANITATION INC	R	12/18/2012		17.36CR	066645	17.36
0217	AGRI-PARTNERS COOPERATIVE							
	I-201212111690	AGRI-PARTNERS COOPERATIVE	R	12/18/2012		9.57CR	066646	
	I-201212111691	AGRI-PARTNERS COOPERATIVE	R	12/18/2012		65.98CR	066646	75.55
0302	AIRGAS USA LLC							
	I-9010428713	AIRGAS USA LLC	R	12/18/2012		96.66CR	066647	
	I-9010684614	AIRGAS USA LLC	R	12/18/2012		25.86CR	066647	122.52
2982	ALL CITY COMMUNICATIONS							
	I-4699567-120112	ALL CITY COMMUNICATIONS	R	12/18/2012		188.23CR	066648	188.23
0438	ALLIED EQUIPMENT INC							
	I-122241	ALLIED EQUIPMENT INC	R	12/18/2012		45.55CR	066649	45.55
5158	AMBROSIUS STUDIOS INC							
	I-12018-2	AMBROSIUS STUDIOS INC	R	12/18/2012		30.00CR	066650	30.00
5713	AMERICAN SIGNAL CORP							
	I-3702-IN	AMERICAN SIGNAL CORP	R	12/18/2012		10,750.00CR	066651	10,750.00
2878	ARING EQUIPMENT CO INC							
	I-C30274	ARING EQUIPMENT CO INC	R	12/18/2012		190.80CR	066652	190.80
2050	ASSOCIATED TRUST COMPANY							
	I-5045944	ASSOCIATED TRUST COMPANY	R	12/18/2012		363.00CR	066653	
	I-5045965	ASSOCIATED TRUST COMPANY	R	12/18/2012		363.00CR	066653	726.00
0496	ASTRO HYDRAULICS INC							
	I-39428	ASTRO HYDRAULICS INC	R	12/18/2012		42.50CR	066654	42.50
6491	AVANTECH							
	I-9508	AVANTECH	R	12/18/2012		5,250.00CR	066655	5,250.00
1698	B A T I							
	I-3727	B A T I	R	12/18/2012		158.10CR	066656	158.10
0020	BADGERLAND PRINTING INC							
	I-20783	BADGERLAND PRINTING INC	R	12/18/2012		36.00CR	066657	
	I-20825	BADGERLAND PRINTING INC	R	12/18/2012		40.00CR	066657	
	I-20842	BADGERLAND PRINTING INC	R	12/18/2012		28.00CR	066657	104.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0023	BATTERIES PLUS LLC							
	I-501-378157	BATTERIES PLUS LLC	R	12/18/2012		129.50CR	066658	129.50
0027	BAY TOWEL INC							
	I-1551944	BAY TOWEL INC	R	12/18/2012		20.00CR	066659	
	I-1553797	BAY TOWEL INC	R	12/18/2012		77.66CR	066659	
	I-1553816	BAY TOWEL INC	R	12/18/2012		126.00CR	066659	
	I-1555150	BAY TOWEL INC	R	12/18/2012		46.15CR	066659	
	I-1555151	BAY TOWEL INC	R	12/18/2012		52.82CR	066659	
	I-1558347	BAY TOWEL INC	R	12/18/2012		46.15CR	066659	
	I-1558348	BAY TOWEL INC	R	12/18/2012		52.82CR	066659	421.60
6673	BLUEMEL'S							
	I-43427	BLUEMEL'S	R	12/18/2012		41,896.50CR	066660	41,896.50
3008	BOUND TREE MEDICAL LLC							
	I-80934869	BOUND TREE MEDICAL LLC	R	12/18/2012		960.00CR	066661	960.00
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201212111692	BROWN COUNTY HIGHWAY COMMISSIO	R	12/18/2012		127.25CR	066662	127.25
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201212111693	BROWN COUNTY REGISTER OF DEEDS	R	12/18/2012		120.00CR	066663	120.00
0115	CARQUEST AUTO PARTS LLC							
	I-2036-237423	CARQUEST AUTO PARTS LLC	R	12/18/2012		73.42CR	066664	
	I-6339-159107	CARQUEST AUTO PARTS LLC	R	12/18/2012		14.14CR	066664	
	I-6339-159288	CARQUEST AUTO PARTS LLC	R	12/18/2012		42.20CR	066664	
	I-6339-159339	CARQUEST AUTO PARTS LLC	R	12/18/2012		5.65CR	066664	
	I-6339-159570	CARQUEST AUTO PARTS LLC	R	12/18/2012		24.46CR	066664	159.87
0536	CDW GOVERNMENT INC							
	I-S999366	CDW GOVERNMENT INC	R	12/18/2012		213.84CR	066665	
	I-T831706	CDW GOVERNMENT INC	R	12/18/2012		81.19CR	066665	
	I-T831713	CDW GOVERNMENT INC	R	12/18/2012		579.99CR	066665	875.02
6575	CEDAR CORP							
	I-76260	CEDAR CORP	R	12/18/2012		260.00CR	066666	260.00
2708	CLEANING SOLUTION SERVICES INC							
	I-05-7804	CLEANING SOLUTION SERVICES INC	R	12/18/2012		1,225.00CR	066667	
	I-05-7805	CLEANING SOLUTION SERVICES INC	R	12/18/2012		1,261.85CR	066667	
	I-05-7837	CLEANING SOLUTION SERVICES INC	R	12/18/2012		129.89CR	066667	
	I-05-7861	CLEANING SOLUTION SERVICES INC	R	12/18/2012		750.00CR	066667	3,366.74

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0063	DAANEN & JANSSEN INC							
	I-127675	DAANEN & JANSSEN INC	R	12/18/2012		180.00CR	066668	
	I-127785	DAANEN & JANSSEN INC	R	12/18/2012		930.00CR	066668	1,110.00
0069	DE PERE GREENHOUSE INC							
	I-10288	DE PERE GREENHOUSE INC	R	12/18/2012		51.95CR	066669	51.95
2624	DECKER SUPPLY CO							
	I-876376	DECKER SUPPLY CO	R	12/18/2012		2,055.00CR	066670	2,055.00
0075	DIGGERS HOTLINE INC							
	I-121 1 36401	DIGGERS HOTLINE INC	R	12/18/2012		349.76CR	066671	349.76
0079	DORSCH CORP							
	I-470556	DORSCH CORP	R	12/18/2012		531.82CR	066672	531.82
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1514427	EMERGENCY MEDICAL PRODUCTS INC	R	12/18/2012		54.90CR	066673	54.90
0086	EMPLOYEE RESOURCE CENTER INC							
	I-1112-271	EMPLOYEE RESOURCE CENTER INC	R	12/18/2012		330.00CR	066674	330.00
6674	ESPORTSONLINE.COM							
	I-94970831	ESPORTSONLINE.COM	R	12/18/2012		397.45CR	066675	397.45
0091	FASTENAL COMPANY							
	I-WIGRE264164	FASTENAL COMPANY	R	12/18/2012		3.98CR	066676	3.98
0092	FEAKER & SONS CO INC							
	I-12-04 4 (FINAL)	FEAKER & SONS CO INC	R	12/18/2012		17,617.02CR	066677	17,617.02
0996	FOX LAMINATING CO INC							
	I-336369-IN	FOX LAMINATING CO INC	R	12/18/2012		72.00CR	066678	72.00
0562	GALL'S INC							
	I-186173	GALL'S INC	R	12/18/2012		48.48CR	066679	48.48
6084	GANNETT WI MEDIA							
	I-201212111694	GANNETT WI MEDIA	R	12/18/2012		29.22CR	066680	29.22
6399	GEI CONSULTANTS INC							
	I-902682	GEI CONSULTANTS INC	R	12/18/2012		85.00CR	066681	85.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0116	GRAINGER INC							
	I-9004418688	GRAINGER INC	R	12/18/2012		40.64CR	066682	
	I-9005857710	GRAINGER INC	R	12/18/2012		170.74CR	066682	
	I-9974538465	GRAINGER INC	R	12/18/2012		183.86CR	066682	395.24
0124	GREEN BAY CITY TREASURER							
	I-81705	GREEN BAY CITY TREASURER	R	12/18/2012		1,770.00CR	066683	1,770.00
0446	HAWKINS INC							
	I-3412516 RI	HAWKINS INC	R	12/18/2012		300.52CR	066684	
	I-3412723 RI	HAWKINS INC	R	12/18/2012		4,842.39CR	066684	5,142.91
5484	HYDRO DESIGNS INC							
	I-28041-IN	HYDRO DESIGNS INC	R	12/18/2012		2,876.00CR	066685	
	I-28071-IN	HYDRO DESIGNS INC	R	12/18/2012		1,657.00CR	066685	4,533.00
5425	IAAI INC							
	I-201212121707	IAAI INC	R	12/18/2012		150.00CR	066686	150.00
4990	ICC							
	I-2921474	ICC	R	12/18/2012		50.00CR	066687	50.00
1399	INDOFF INC							
	I-2191265	INDOFF INC	R	12/18/2012		244.65CR	066688	
	I-2194371	INDOFF INC	R	12/18/2012		384.18CR	066688	
	I-2196156	INDOFF INC	R	12/18/2012		139.04CR	066688	
	I-2196157	INDOFF INC	R	12/18/2012		26.08CR	066688	
	I-2196158	INDOFF INC	R	12/18/2012		8.39CR	066688	802.34
1338	JAMES E KOCKEN TRUCKING							
	I-201212111696	JAMES E KOCKEN TRUCKING	R	12/18/2012		220.50CR	066689	
	I-364	JAMES E KOCKEN TRUCKING	R	12/18/2012		220.50CR	066689	
	I-368	JAMES E KOCKEN TRUCKING	R	12/18/2012		220.50CR	066689	661.50
1276	JX ENTERPRISES INC							
	I-D-222920043	JX ENTERPRISES INC	R	12/18/2012		1,427.48CR	066690	
	I-D-223260080	JX ENTERPRISES INC	R	12/18/2012		57.69CR	066690	
	I-D-223310044	JX ENTERPRISES INC	R	12/18/2012		19.00CR	066690	
	I-D-223330051	JX ENTERPRISES INC	R	12/18/2012		5.89CR	066690	
	I-D-223340120	JX ENTERPRISES INC	R	12/18/2012		27.93CR	066690	
	I-D-223390085	JX ENTERPRISES INC	R	12/18/2012		6.80CR	066690	
	I-D-223400116	JX ENTERPRISES INC	R	12/18/2012		62.31CR	066690	
	I-D-223410073	JX ENTERPRISES INC	R	12/18/2012		72.96CR	066690	
	I-D-223420089	JX ENTERPRISES INC	R	12/18/2012		9.08CR	066690	1,689.14

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6520	JX PETERBILT - GREEN BAY							
	I-D-223350073	JX PETERBILT - GREEN BAY	R	12/18/2012		3,043.98CR	066691	3,043.98
3140	KUNDINGER FLUID POWER INC							
	I-50214744	KUNDINGER FLUID POWER INC	R	12/18/2012		233.55CR	066692	233.55
0156	LAWSON PRODUCTS INC							
	I-9301276456	LAWSON PRODUCTS INC	R	12/18/2012		118.90CR	066693	118.90
5371	LEHIGH OUTFITTERS LLC							
	I-688677	LEHIGH OUTFITTERS LLC	R	12/18/2012		96.29CR	066694	96.29
0159	LEXIS NEXIS INC							
	I-1211263916	LEXIS NEXIS INC	R	12/18/2012		207.65CR	066695	207.65
5343	LRI MEDICAL WASTE DISPOSAL							
	I-61977	LRI MEDICAL WASTE DISPOSAL	R	12/18/2012		70.67CR	066696	70.67
6198	MAILFINANCE							
	I-H3672872	MAILFINANCE	R	12/18/2012		89.00CR	066697	89.00
1443	MARTIN SECURITY SYSTEMS INC							
	I-88645	MARTIN SECURITY SYSTEMS INC	R	12/18/2012		299.40CR	066698	
	I-88646	MARTIN SECURITY SYSTEMS INC	R	12/18/2012		299.40CR	066698	598.80
4498	MC MAHON ASSOC INC							
	I-41848	MC MAHON ASSOC INC	R	12/18/2012		1,125.00CR	066699	1,125.00
5207	MDE INC							
	I-5278A	MDE INC	R	12/18/2012		385.00CR	066700	385.00
3191	NIELSON COMMUNICATIONS INC							
	I-GB12-15214	NIELSON COMMUNICATIONS INC	R	12/18/2012		28.00CR	066701	
	I-GB12-15232	NIELSON COMMUNICATIONS INC	R	12/18/2012		28,986.45CR	066701	29,014.45
0190	NORTHEAST ASPHALT INC							
	I-12-07 (5)	NORTHEAST ASPHALT INC	R	12/18/2012		99,681.28CR	066702	99,681.28
0531	NORTHEAST AUTO PARTS INC							
	I-273886	NORTHEAST AUTO PARTS INC	R	12/18/2012		48.49CR	066703	
	I-273996	NORTHEAST AUTO PARTS INC	R	12/18/2012		15.38CR	066703	
	I-274100	NORTHEAST AUTO PARTS INC	R	12/18/2012		10.69CR	066703	
	I-274173	NORTHEAST AUTO PARTS INC	R	12/18/2012		43.86CR	066703	
	I-274191	NORTHEAST AUTO PARTS INC	R	12/18/2012		56.60CR	066703	
	I-274210	NORTHEAST AUTO PARTS INC	R	12/18/2012		78.84CR	066703	
	I-274277	NORTHEAST AUTO PARTS INC	R	12/18/2012		40.56CR	066703	
	I-274278	NORTHEAST AUTO PARTS INC	R	12/18/2012		14.98CR	066703	309.40

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000068629	NORTHEAST WI TECH COLLEGE	R	12/18/2012		39.07CR	066704	39.07
1160	OFFICEMAX INC							
	I-384478	OFFICEMAX INC	R	12/18/2012		302.59CR	066705	302.59
6675	ONLINE BOOT STORE							
	I-201212121697	ONLINE BOOT STORE	R	12/18/2012		213.90CR	066706	213.90
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY1870475	OVERHEAD DOOR CO OF GREEN BAY	R	12/18/2012		819.86CR	066707	819.86
4476	PAUL CONWAY SHIELDS CORP							
	I-315598-IN	PAUL CONWAY SHIELDS CORP	R	12/18/2012		10.00CR	066708	
	I-315918-IN	PAUL CONWAY SHIELDS CORP	R	12/18/2012		156.96CR	066708	166.96
3401	PETERS CONCRETE COMPANY INC							
	I-12-09 (2)	PETERS CONCRETE COMPANY INC	R	12/18/2012		106,200.57CR	066709	106,200.57
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-91410	PETROLEUM EQUIP SERVICE OF WI	R	12/18/2012		1,795.00CR	066710	1,795.00
0208	POMP'S TIRE SERVICE INC							
	I-1010005370	POMP'S TIRE SERVICE INC	R	12/18/2012		934.20CR	066711	
	I-90004312	POMP'S TIRE SERVICE INC	R	12/18/2012		539.00CR	066711	
	I-90004634	POMP'S TIRE SERVICE INC	R	12/18/2012		623.92CR	066711	
	I-90004693	POMP'S TIRE SERVICE INC	R	12/18/2012		542.80CR	066711	2,639.92
1246	PREVEA WORKMED INC							
	I-82245	PREVEA WORKMED INC	R	12/18/2012		185.00CR	066712	
	I-82354	PREVEA WORKMED INC	R	12/18/2012		2,618.00CR	066712	2,803.00
1	FRITZL, BREVIN M							
	I-201212121698	WORK PERMIT	R	12/18/2012		10.00CR	066713	10.00
0220	QUILL CORP							
	I-7339360	QUILL CORP	R	12/18/2012		160.96CR	066714	160.96
0397	REEKE MAROLD CO INC							
	I-19185	REEKE MAROLD CO INC	R	12/18/2012		6,197.00CR	066715	
	I-19216	REEKE MAROLD CO INC	R	12/18/2012		406.75CR	066715	
	I-19217	REEKE MAROLD CO INC	R	12/18/2012		2,385.00CR	066715	8,988.75

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0228	RENT A FLASH OF WISCONSIN INC							
	I-37337	RENT A FLASH OF WISCONSIN INC	R	12/18/2012		3,716.50CR	066716	3,716.50
2548	RETTLER CORPORATION							
	I-10006	RETTLER CORPORATION	R	12/18/2012		2,172.60CR	066717	2,172.60
6498	REVOLUTION DANCEWEAR							
	I-SI-1008614	REVOLUTION DANCEWEAR	R	12/18/2012		1,502.63CR	066718	
	I-SI-1014955	REVOLUTION DANCEWEAR	R	12/18/2012		126.97CR	066718	1,629.60
4650	ROCK GARDENS							
	I-201212121700	ROCK GARDENS	R	12/18/2012		20.00CR	066719	20.00
1890	S I METALS AND SUPPLY							
	I-46941	S I METALS AND SUPPLY	R	12/18/2012		819.50CR	066720	819.50
0235	SAINT VINCENT HOSPITAL							
	I-33652	SAINT VINCENT HOSPITAL	R	12/18/2012		244.63CR	066721	244.63
0242	SCOTT CONSTRUCTION INC							
	I-10353MB	SCOTT CONSTRUCTION INC	R	12/18/2012		691.12CR	066722	691.12
1394	PETER SMITH							
	I-201212121706	PETER SMITH	R	12/18/2012		101.84CR	066723	101.84
0252	SOUTHSIDE TIRE CO INC							
	I-3020491	SOUTHSIDE TIRE CO INC	R	12/18/2012		1,025.50CR	066724	
	I-3020591	SOUTHSIDE TIRE CO INC	R	12/18/2012		20.90CR	066724	
	I-3020893	SOUTHSIDE TIRE CO INC	R	12/18/2012		282.90CR	066724	1,329.30
1465	STEEN MACEK PAPER COMPANY							
	I-689603	STEEN MACEK PAPER COMPANY	R	12/18/2012		124.35CR	066725	124.35
0255	STELLPLUG LAW SC							
	I-406-01M (200)	STELLPLUG LAW SC	R	12/18/2012		603.00CR	066726	603.00
1119	THE SWAN CLUB							
	I-201212121705	THE SWAN CLUB	R	12/18/2012		643.50CR	066727	643.50
6196	TEAM REIL INC							
	I-11444P	TEAM REIL INC	R	12/18/2012		675.00CR	066728	675.00

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PACKET: 03827 DEC 2012 COUNCIL - 2 12-18-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0267	TRAFFIC & PARKING CONTROL INC							
	I-1410429	TRAFFIC & PARKING CONTROL INC	R	12/18/2012		1,787.00CR	066729	
	I-1410553	TRAFFIC & PARKING CONTROL INC	R	12/18/2012		2,769.00CR	066729	4,556.00
6516	TRAVELERS CL REMITTANCE CENTER							
	I-201212121701	TRAVELERS CL REMITTANCE CENTER	R	12/18/2012		2,392.00CR	066730	2,392.00
6242	TROTTER, MICHELE							
	I-201212121702	TROTTER, MICHELE	R	12/18/2012		65.00CR	066731	65.00
0272	UNIFORM SHOPPE INC							
	I-215308	UNIFORM SHOPPE INC	R	12/18/2012		99.95CR	066732	
	I-215566	UNIFORM SHOPPE INC	R	12/18/2012		108.85CR	066732	
	I-215567	UNIFORM SHOPPE INC	R	12/18/2012		48.95CR	066732	
	I-215595	UNIFORM SHOPPE INC	R	12/18/2012		164.90CR	066732	422.65
4696	US CELLULAR							
	I-202075789-095	US CELLULAR	R	12/18/2012		114.58CR	066733	114.58
1229	UTILITY SALES AND SERVICE INC							
	I-48721-IN	UTILITY SALES AND SERVICE INC	R	12/18/2012		325.00CR	066734	
	I-48722-IN	UTILITY SALES AND SERVICE INC	R	12/18/2012		325.00CR	066734	650.00
3085	VANDERLOOP'S SHOES INC							
	I-C204673	VANDERLOOP'S SHOES INC	R	12/18/2012		177.00CR	066735	177.00
6676	VANOSS ELECTRIC INC							
	I-26260	VANOSS ELECTRIC INC	R	12/18/2012		995.90CR	066736	995.90
5539	VORPAHL FIRE & SAFETY CORP							
	I-215097582	VORPAHL FIRE & SAFETY CORP	R	12/18/2012		1,493.51CR	066737	
	I-215097689	VORPAHL FIRE & SAFETY CORP	R	12/18/2012		74.00CR	066737	1,567.51
6093	WALT'S PETROLEUM SERVICE INC							
	I-55217	WALT'S PETROLEUM SERVICE INC	R	12/18/2012		971.51CR	066738	971.51
4842	WEST PAYMENT CENTER CORP							
	I-826063263	WEST PAYMENT CENTER CORP	R	12/18/2012		478.25CR	066739	478.25
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201212121703	WI DEPT OF JUSTICE TIME MADI	R	12/18/2012		28.00CR	066740	28.00

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PACKET: 03827 DEC 2012 COUNCIL - 2 12-18-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0762	WI FIRE INSPECTORS ASSOC							
	I-201212121708	WI FIRE INSPECTORS ASSOC	R	12/18/2012		35.00CR	066741	35.00
1181	WI PARK AND RECREATION ASSOC							
	I-23167	WI PARK AND RECREATION ASSOC	R	12/18/2012		125.00CR	066742	
	I-23173	WI PARK AND RECREATION ASSOC	R	12/18/2012		125.00CR	066742	
	I-23177	WI PARK AND RECREATION ASSOC	R	12/18/2012		125.00CR	066742	
	I-23187	WI PARK AND RECREATION ASSOC	R	12/18/2012		125.00CR	066742	
	I-23188	WI PARK AND RECREATION ASSOC	R	12/18/2012		125.00CR	066742	
	I-23189	WI PARK AND RECREATION ASSOC	R	12/18/2012		125.00CR	066742	750.00
0548	WI RURAL WATER ASSOC							
	I-201212121709	WI RURAL WATER ASSOC	R	12/18/2012		110.00CR	066743	110.00
6656	ZENITH TECH INC.							
	I-2012-2050.00 (2)	ZENITH TECH INC.	R	12/18/2012		523,206.07CR	066744	523,206.07

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	100	0.00	912,352.76	912,352.76
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:	100	0.00	912,352.76	912,352.76

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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PACKET: 03827 DEC 2012 COUNCIL - 2 12-18-12

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	12/2012	144,969.89CR
201	12/2012	449.05CR
205	12/2012	30.00CR
208	12/2012	48.28CR
210	12/2012	2,432.60CR
235	12/2012	523,206.07CR
290	12/2012	30.00CR
301	12/2012	726.00CR
405	12/2012	223,558.87CR
415	12/2012	819.50CR
460	12/2012	85.00CR
601	12/2012	11,683.14CR
650	12/2012	4,314.36CR
ALL		912,352.76CR

CITY OF DE PERE - December 18, 2012

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License for the 2012-2014 Licensing Period					
1	BREWER, NICOLE M.	800 COUNTY ROAD C	PULASKI	WI	54162
Operator Licenses for the 2012-2014 Licensing Period					
1	BAIN, MITCHELL L.	1151 PACKERLAND DR.	GREEN BAY	WI	54115
2	DAILY, COURTNEY M.	403 KELLY JO DR.	GREEN BAY	WI	5403
3	FREEMAN, JASON J.	1108 PILGRIM WAY, APT. J	GREEN BAY	WI	54304
4	HASKINS, JACOLYN M.	3415 HILLTOP WAY	GREEN BAY	WI	5401
5	HASKINS, STEVEN M.	1140 MORaine WAY, #29	GREEN BAY	WI	54303
6	INGERSOLL, KERRI L.	490 MORRIS AVE.	GREEN BAY	WI	54304
7	MILLER, JESSICA K.	2229 FOX HEIGHTS LN., APT. 202	GREEN BAY	WI	54304
8	TOPPING, DANIELLE M.	417 N. ST. BERNARD DR.	DE PERE	WI	54115
9	TREML, JOEL D.	371 1/2 MAIN ST., APT. A	DE PERE	WI	54115
10	WAREHAM, CARRIE R.	723 S. SUPERIOR ST.	DE PERE	WI	54115