



Common Council

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Agenda

Tuesday, December 16, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **December 16, 2014** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the December 2, 2014 Common Council Meeting.
4. A Public Hearing to act on a rezoning request for Parcels WD-52, WD-59 and part of WD-60 from General Industrial District to Residence District with a Planned Development Overlay.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #14-18, Rezoning Certain Property (Parcels WD-52, WD-59 and Part of WD-60).
5. A Public Hearing to act on a Conditional Use to allow 405 Grant Street to be used by Saint Norbert College for Campus Department use on the first two floors and student housing on the third floor.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #14-128, Authorizing and Approving a Conditional Use Permit (Parcel WD-646).
6. Public comment upon matters not on the agenda or other announcements.
7. Introduction of Fire Chief, Dennis Rubin
8. Recognition of placement on National Register of Historic Places for 622 George Street and 106 S Broadway.
9. Recommendation from the Finance/Personnel Committee to approve donation from Culver's.
10. Recommendation from Finance/Personnel Committee to approve the 2015 Pay Recommendations for Part-Time & Seasonal Employees.

11. Ordinance #14-19, Repealing and Recreating Chapter 106 De Pere Municipal Code Regarding Licenses and Permits and Related Ordinance Revisions.
12. Ordinance #14-20, Regarding Penalties for Violations of Various Municipal Code Provisions and Regarding License/Permit Fees.
13. Resolution #14-129, Authorizing Facade Improvement Grants to 365 Main Avenue and 123 South Broadway Street.
14. Resolution #14-130, Authorizing Agreement for Consultant Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Phase I and Geotechnical Services - 102 N Broadway).
15. Resolution #14-131, Authorizing Agreement for Services Between the City of De Pere and RailWorks Track Systems, Inc.
16. Resolution #14-132, Authorizing Second Amendment to Lease Agreement (Brown County Ice Management, Inc.).
17. Resolution #14-133, Authorizing License Agreement and System Support Agreement Between Titan Public Safety Solutions, L.L.C. and the City of De Pere.
18. Resolution #14-134, Revising Sewer Service Rates (December 2014).
19. Resolution #14-135, Authorizing Commercial Plumbing Inspector Employment Agreement with Allen G. Farvour.
20. Resolution #14-136, Ratifying and Accepting Wisconsin Internet Crimes Against Children Task Force Grant.
21. Resolution # 14-137, Amending Addendum D of the City of De Pere Employee Policy Manual (Seasonal Hiring).
22. Resolution #14-138, Establishing New Municipal Court Bond Schedule.
23. Resolution #14-139, Authorizing Certain Fees for Health Department Services.
24. Resolution #14-140, Regarding De Pere Parks, Recreation and Forestry Recreation Programs, Swimming Pool and Community Center Fees 2015.
25. Resolution #14-141, Regarding Certain Fees.
26. Voucher Approval.
27. Operator License Applications.
28. Future agenda items.
29. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons

Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
John Barnes, St. Norbert College
Kevin McDonell, Commonwealth Development Corp
Carol Jean Jacobe
C Kroll Properties LLC
Curtis & Mary Moore
Joseph B Van Denack
Laura L Quigley & Scott A Van Ryzin
Linzmeyer Family LP
Masters Properties of De Pere LLC
Michael F Lemon & Colleen P Caine
Nicolet Highlands LLC
Ryan J & Michael R Maher
Thomas F & Elaine B Delsart
VHC Inc
Ashland Properties LLC
Brown County
C & Y DP Properties LLC
Cooperative Educational Service Agency #7
Craig J & Elizabeth Vanden Elzen
Elsie F Hussin
Feaker & Sons Co Inc
Gerald L & Sandra V Bos
GTO Investments LLC
Joanne P Bamke Revocable Living Trust Etal
John & Lydia G Parlow
Kenneth P Binsfeld
Linda M Turriff
Loretta K Barber

Nicholas Brice
Regan S Budek
Richard E & Jill M Delforge
Venture VI Group LLC
Village of Ashwaubenon
Wisconsin Central Ltd, C/O Accounts Payable
Wisconsin Public Service, Attn: Real Estate
Kathryn Royal
Jerry Turba
Ann Bielke, Systems Furniture
Lee Hammen, Expera
Brian Hesprich, Fox River Fiber
Mark Velicer Sonoco
Greg Archambault, Fox River Fiber
Mike Konecny, Schenck

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the December 2, 2014 Common Council Meeting.

ATTACHMENTS:

- 12-02-2014 Common Council Meeting(DOC)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch



Common Council

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Tuesday, December 2, 2014

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on December 2, 2014 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
Kevin Bauer	Aldersperson	Present	
James Boyd	Aldersperson	Present	
Scott Crevier	Aldersperson	Present	
Michael Donovan	Aldersperson	Present	
Jim Kneiszel	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Lisa Rafferty	Aldersperson	Present	

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the November 18, 2014 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Larry Lueck, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

4. Public comment upon matters not on the agenda or other announcements. None.
5. Presentation by the Department of Health Services on the Health Department's Level II Designation.

Chris Culotta, the Regional Director for Wisconsin Department of Health Services, Division of Public Health with team RADAR (Regional Assessment Policy Development Assurance and Response Team) presented the City of De Pere with a Certificate of Level II Designation from the Wisconsin Department of Health Services.
6. Recommendation from the Board of Park Commissioners to accept the donation from the Buggy Softball Tournament Group.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

7. Resolution #14-125, Disallowance of Claim (Robert C. Van Lanen).

RESULT: ADOPTED [UNANIMOUS]
MOVER: Lisa Rafferty, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

8. Resolution #14-126, Terminating Option to Purchase Between the City of De Pere and Van Lanen Inc.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kevin Bauer, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

9. Resolution #14-127, Authorizing Submission of Department of Natural Resources Grant Application for Development of Recreational Boating Facilities.

Parks Director Marty Kosobucki explained that the grant will be used to refurbish the Voyageur Park dock.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: James Boyd, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

10. Voucher Approval.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: Dean Raasch, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

11. Operator License Applications.

CITY OF DE PERE - DECEMBER 2, 2014				
ITEM	NAME	ADDRESS	CITY	ST
Previously Tabled Operator License Applications				
1	JACOBSON, DOUGLAS L.	1358 LAWE ST.	GREEN BAY	WI
2	LARSON, BRIANNA C.	1427 RUSK ST.	DE PERE	WI
3	PUES, SAMANTHA J.	W7051 WILLOW RD.	SHIOCTON	WI
4	RUELLE, KATIE E.	600 GRAY ST.	GREEN BAY	WI
5	WETTEMANN, COURTNEY	1171 GRANT ST.	DE PERE	WI
6	WINDORSKI, TRISTA J.	1687 DECKNER AVENUE #6	GREEN BAY	WI
New Operator License Applications for the 2014-2016 Licensing Period				
1	ARTERBURN, KATIE E.	4220 OAKDALE	SUAMICO	WI
2	BORREMANS, DEBORAH G.	1565 APACHE AVE.	GREEN BAY	WI
3	CANADEO, SANDRA A.	922 S. 6TH ST.	DE PERE	WI
4	HOFFMAN, MINDY A.	W1386 HICKORY LN.	DE PERE	WI
5	HUSS, JILL C.	182 BRULE RD.	DE PERE	WI

Alderperson Bauer moved, seconded by Alderperson Raasch to approve Previously Tabled Operator License Applications #4 and 6, to deny #5, and to table #1-3.

Alderson Donovan moved, seconded by Alderson Crevier to open the meeting. Upon vote, motion carried unanimously. Courtney Wettemann addressed the Council regarding her license denial at the previously held License Committee meeting. Alderson Bauer moved, seconded by Alderson Donovan to close the meeting. Upon vote, motion carried unanimously.

City Attorney Judy Schmidt-Lehman stated that a motion to amend to take this application separately would be in order if any council member wanted to address this application separately. Alderson Rafferty moved, seconded by Alderson Crevier to take Courtney Wettemann's application into consideration separately. Upon vote, motion carried 5-3 with Aldersons Raasch, Donovan, and Bauer voting nay. Upon vote on the motion as amended, motion carried unanimously.

Alderson Rafferty moved, for purpose of discussion, seconded by Alderson Lueck to approve Courtney Wettemann's application. Alderson Lueck asked about the options available to Council. City Attorney Judy Schmidt-Lehman explained that the Council can approve the application, deny the application, or send the application back to the License Committee for further review. Discussion followed. Alderson Donovan moved, seconded by Alderson Crevier to open the meeting. Upon vote, motion carried unanimously. Courtney Wettemann explained that she had asked for an extension to pay off her ticket and that might explain the time discrepancy. She stated that she did not intend to lie to the Committee. Discussion followed. Alderson Crevier moved, seconded by Alderson Raasch to close the meeting. Upon vote, motion carried unanimously. Upon vote on the motion to approve the application, motion failed 0-8. Alderson Donovan moved, seconded by Alderson Boyd to refer the application back to the License Committee. Upon a tie vote, motion carried 5-4 with Aldersons Boyd, Donovan, Lueck, Rafferty, and Mayor Walsh voting ay and Aldersons Bauer, Crevier, Kneiszel, and Raasch voting nay.

Alderson Bauer moved, seconded by Alderson Raasch to approve Operator License Applications #2-5 and to table Operator License Application #1. Upon vote, motion carried unanimously.

12. Future agenda items. None.
13. Adjournment. Alderson Crevier moved, seconded by Alderson Bauer to adjourn the meeting at 8:02 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Ordinance #14-18, Rezoning Certain Property (Parcels WD-52, WD-59 and Part of WD-60).

ATTACHMENTS:

- Ord14-18 (DOCX)
- Ord14-18 - Addendum A (PDF)
- Commonwealth_Rezone (PDF)
- PC_Staff_Memo_Commonwealth (PDF)

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

ORDINANCE #14-18

REZONING CERTAIN PROPERTY
(Parcels WD-52, WD-59 and Part of WD-60)

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

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 16th day of December, 2014 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the following described property, located at 1703 Ft. Howard Ave.:

Parcel WD-52

Assessor's Plat of West De Pere, that part of Lot 94 lying East of railroad right-of way, now in the City of De Pere, west side of Fox River.

Parcel WD-59

Assessor's Plat of West De Pere, Parcel E of the subdivision of Lot 97, except the southerly 397 ft. West of W.P.S right-of-way and except the W.P.S. right-of way-and except the property described in 615 Records 20, now in the City of De Pere, west side of Fox River.

Parcel WD-60 (part of)

Assessor's Plat of West De Pere, the southerly 397 feet westerly of the W.P.S. right-of-way of parcel E of the subdivision of lot 97, except 660 Records 464, Brown County Register of Deeds and except Lot 1, 10 Certified Survey Maps Page 133 in J4900-39, excluding the South West corner of WD-60 with dimensions of 100 feet by 208.7 feet as identified in the attached Addendum A.

be and the same are, subject to the contingencies set forth in Section 2 below, hereby rezoned from the present zoning classification of I-3, General Industrial District to R-3, Multiple Family Residence

Ordinance #14-18

Page 2 of 2

District with a Planned Development District (PDD) Overlay, as set forth in and regulated by the provisions of §14-59 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. Such rezoning is specifically contingent on and shall only become effective upon the recording of a Certified Survey Map detaching the South West corner of WD-60 with dimensions of 100 feet by 208.7 feet from Parcel WD-60 and attaching the same to Parcel WD-65.

Section 3. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 4. That all other ordinances in conflict herewith are hereby repealed.

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Ord14-18 (2882 : Ordinance #14-18, Rezoning Certain Property)

Addendum A



10/16/2014
Scale 1:1800

	CITY OF DE PERE APPLICATION FOR REZONING	Fee: \$ 260.00
		Receipt #: _____
		Date: 11/5/2014

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Commonwealth Development Corp.	Authorized Representative Louie A. Lange III	Title President	
Mailing Address 54 E. First Street	City Fond du Lac	State WI	ZIP Code 54935
Email Address k.mcdonell@commonwealthco.net	Phone Number (incl. area code) 920-922-8170	Fax Number (incl. area code) 920-922-8171	

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

Name (Ind. Org. or Entity) Feaker & Sons Co Inc	Contact Person Dan Feaker	Title Owner	
Mailing Address 1669 Fort Howard Ave	City De Pere	State WI	ZIP Code 54115
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 1703 Fort Howard Ave, De Pere, WI 54115	Parcel Number(s): WD-52, WD-59, & Part of WD-60
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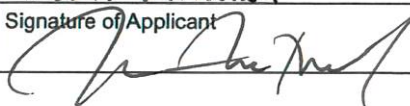
SECTION 4: Proposed Rezoning Use

Existing Zoning:	I-3		
Proposed Zoning:	PDD		
Adjacent Zoning: North N/A	Adjacent Zoning: South B-2	Adjacent Zoning: West Hwy 41 Dist-B & I-3	Adjacent Zoning: East R-2 & R-1
Present Use of Parcel	Construction Equipment Storage		
Proposed Use of Parcel	Multifamily Housing		

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) Kevin McDonnell	Title VP of Development	Phone Number (920) 922-8170
Signature of Applicant 		Date Signed 11/13/14

Attached additional sheets if necessary.

Attachment: Commonwealth_Rezone (2882 : Ordinance #14-18, Rezoning Certain Property)



November 12, 2014

City of De Pere
Attention; Ken Pabich
335 S. Broadway
De Pere, WI 54115

Dear Mr. Pabich,

Commonwealth is requesting to rezone a 6.17 acre parcel that consists of parcel #'s WD-52, WD-59, and approximately 2 acres of WD-60. The request is to rezone the property from an I-3 District to a Planned Development District. We have the parcel under contract and are proposing to develop 62 apartment units for families in De Pere. In addition to the apartment units our proposal includes a management office, fitness center, and community space for the tenants to enjoy. The proposal includes a 3-story midrise building with at-grade parking on the first floor, and three additional townhouse style buildings. An additional garage building will ensure each unit has a designated private garage. The 2-story townhouses will have individual entrances with attached garages for each unit.

We believe our project is a very appropriate use for the parcels that have been under-utilized for many years. Allowing for multifamily on the site will provide for a smooth transition from the single-family homes to the commercial uses that are adjacent to the property, while providing scenic views of the Ashwaubenon Creek for our tenants. Positioning the townhouse buildings surrounding the 3-story midrise will provide a smooth transition, which will enhance the look and feel of the corridor running along Fort Howard Avenue, while providing the type of high-quality apartments the community demands.

Steps away from the Ashwaubomay Memorial River Park, the Brown County Fair Grounds and the Ashwaubenon Creek, tenants will have a number of recreational activities at their doorstep. In addition, the property is located within minutes of the vibrant downtown and many of the largest employers in the area. Providing a housing option at this location will create a beneficial link between the nearby jobs and commercial uses, while also providing tenants access to many of the great amenities that the area has to offer. We are excited for the opportunity to work with the City of De Pere and look forward to having an opportunity to present our proposal in further detail.

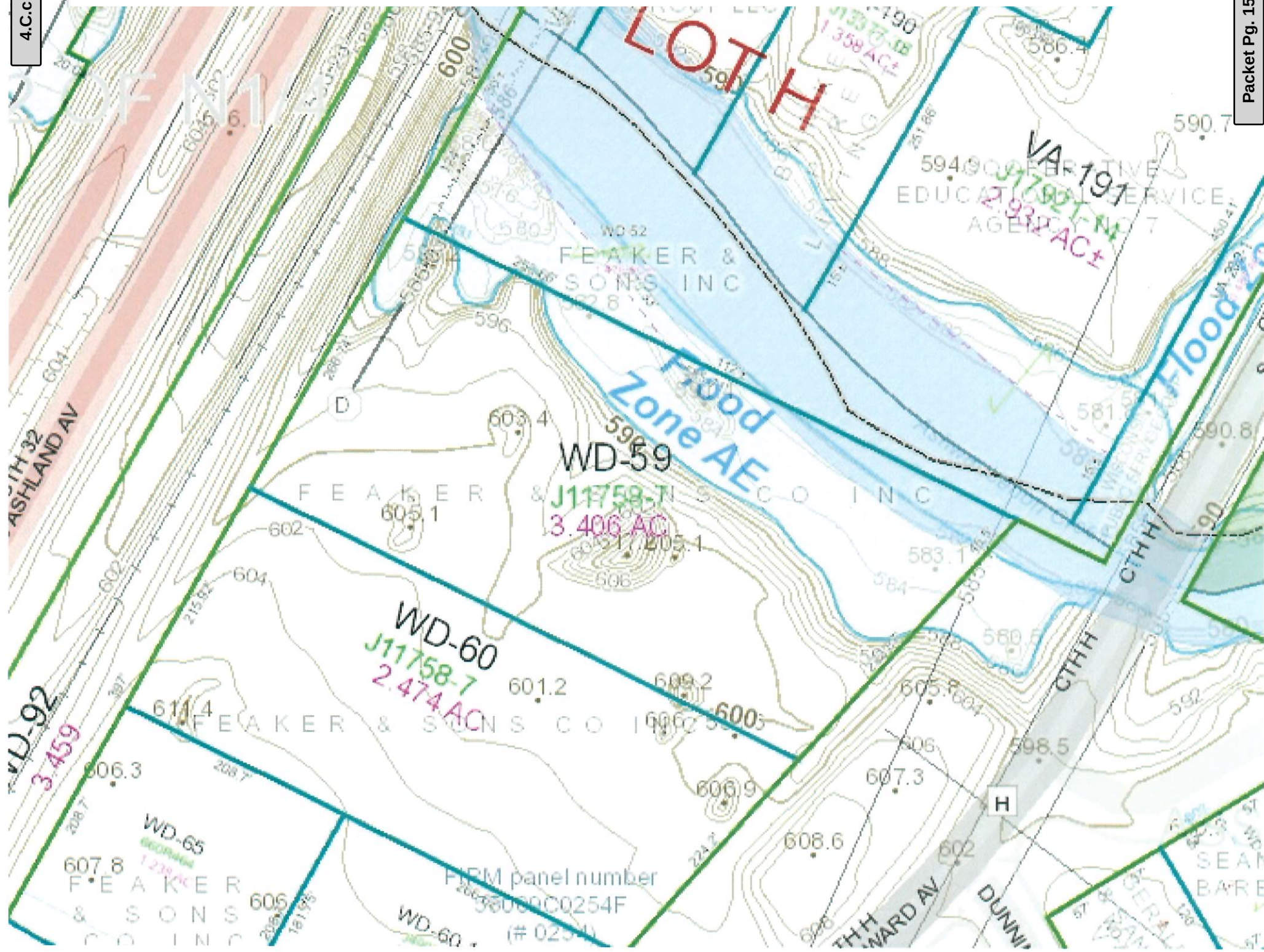
Sincerely,

Kevin C. McDonell
Vice President of Development

54 East First Street · Fond du Lac, WI 54935 · (920) 922-8170 · Fax: (920) 922-8171

www.commonwealthco.net

Attachment: Commonwealth_Rezone (2882 : Ordinance #14-18, Rezoning Certain Property)





Property Area: 268,885.75 Sq Ft, or +/- 6.17 Acres

Number of Units: 34 Units - 3 Story Building
19 - 3 Bedroom Units
15 - 2 Bedroom Units

28 Units - Townhomes
28 - 3 Bedroom Units

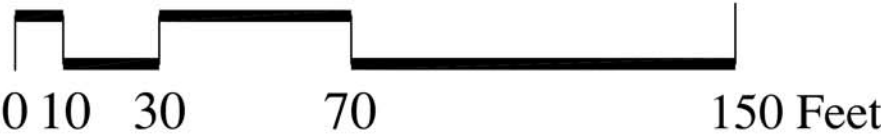
62 Total Units

Proposed Zoning: PDD (Planned Development District)

Proposed Use: Multi-Family Apartments

Parking Provided: 62 Surface Stalls (6 HC/ADA Accessible)
62 Total Garages
124 Total Stalls Provided

Scale: 1"= 40'-0"



PRELIMINARY

New Buildings For:

Fort Howard Property

County Highway H,
De Pere, WI 54115

Item #5: Review the Rezoning Application to rezone WD-52, WD-59 and part of WD-60 from General Industrial (I-3) to Residence District with a Planned Development District Overlay (R-3 PDD). Applicant: Commonwealth Development.*

Description: The current parcel is undeveloped and is used by the current owner for outdoor storage. The proposed project is to redevelop the site with a multi-family complex which would cover parcels WD-52, WD-59 and part of WD-60. A CSM would be completed as part of the Precise Development Plan.

Location: 1703 Fort Howard Ave.

Zoning

Existing Zoning: The I-3 General Industrial District is designed to accommodate those heavy industrial activities which, by their character, should be relatively remote from residential and business development.

Proposed Zoning: The purpose of the Planned Development District is to promote the maximum benefit from coordinated area site planning, diversified location of structures, mixed compatible uses, provide for a safe and efficient system of pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and ensure adequate planning.

Adjacent Zoning: Office to the north (Ashwaubenon), B-2 to the south, I-3 to the west (across Ashland Ave), R-1 and R-2 to the east.

Land Use

Current use: Vacant.

Use of Adjacent Property: Uses are consistent with the zoning.

Suitability to Existing Zoning: There is a general mix of zoning in the area. A high I-3 use would be considered incompatible from the staff perspective.

Suitability to Proposed Zoning: The requested use would be compatible with the residential uses to the east. The rail and river provides a buffer from uses to the west and north. Existing commercial to the south is in transition.

Effects of Proposed Rezoning

Densities:	Change	Utilities:	Change	Police and Fire:	Change
Traffic:	Increase	Pedestrian:	Increase	Parking:	Provided on site
Highway Access:	NA	Garbage:	Increase	Property Value:	Increase
Pollution:	No change	Schools:	Increase		

General Development Plan Review

The project would combine several parcels and develop a 62 unit apartment complex. The density would be 4,335 sq ft per unit which is above our minimum which is 3,500 sq ft per unit. (Please see the attached project summary).

Public Works

Sanitary Sewer

1. The City of De Pere has an 8" diameter sanitary sewer along the east side of Fort Howard Avenue that is approximately 9 feet deep. The Green Bay Metropolitan Sewerage District interceptor sewer traverses along the south side of Ashwaubenon Creek through WD-52 and WD-59. This is a large diameter pipe (48") with depth in excess of 30 feet.

Water Main

2. An 8" diameter water main is located on the east side of Fort Howard Avenue. Calculations would need to be done to determine if this pipe could supply the demand and meet fire flow requirements for this development. A loop may be needed.

Storm Water Management

1. This site would need to comply with City of De Pere and WDNR NR151 regulations for storm water management.

Traffic/Vehicle Access:

1. None

Other:

1. All utility connections to be made within the street right of way will require a street excavation permit.
2. Curb cut permits are required for new driveways.

Forestry & Parks

Required Actions:

1. Landscape plan would be part of the Precise Implementation Plan.

Fire

Required Actions:

1. Fire will want to review building drawings for fire safety.
2. Driveways need to support access for emergency vehicles. The turning radius on the general plan does not seem to support emergency vehicles.

Planning & Building Inspection

Required Actions:

1. For the Precise Implementation Plan, staff would recommend that additional screening (fence / berm) be provided along the south property line.
2. The Plan Commission should provide some initial guidance on the expectation of the materials used for the elevations. Please note, Commonwealth will provide a summary at the meeting of what will be proposed for elevations.

Recommendation:

Based on staff review, we would recommend that the rezoning be approved and that the General Development Plan and rezoning request be forwarded to Council for the required public hearing.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Resolution #14-128, Authorizing and Approving a Conditional Use Permit (Parcel WD-646).

ATTACHMENTS:

- Reso14-128 (DOCX)
- SNC_CU_App (PDF)
- PC_Staff_Memo_SNC (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-128

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcel WD-646)

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 16th day of December, 2014 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(c), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two Family Residence District Zone, a multi-use building with college facilities offices and work areas on the first two floors and student housing on the third floor, at 405 Grant Street, subject to the following conditions:

Plan Commission Recommendations

1. Modifications to the building shall obtain the proper local and state permits.
2. SNC shall work with the Fire Department to determine the type of fire protection needed for the receiving / storage area.

Resolution #14-128

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-128 (2881 : Resolution #14-128. SNC_CU)

	CITY OF DE PERE APPLICATION FOR CONDITIONAL USE	Fee: \$ 260.00	
		Receipt #:	
		Date: November 10, 2014	

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) Saint Norbert College	Authorized Representative John Barnes	Title Director of Facilities	
Mailing Address 100 Grant St	City De Pere	State WI	ZIP Code 54115
Email Address john.barnes@snc.edu	Phone Number (incl. area code) 403-3053	Fax Number (incl. area code)	

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: Project or Site Location

Project Address/Description 405 Grant Street	Parcel No. Parcel WD-646
---	-----------------------------

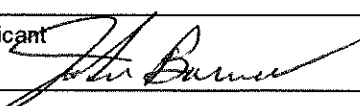
SECTION 4: Proposed Conditional Use

Existing Zoning:	R-2, SINGLE & TWO FAMILY RESIDENCE
Present Use of Parcel:	Former International School / Former SNC Facilities Building
Proposed Use of Parcel:	SNC Facilities and Student Housing on the third floor.
Present Use of Adjacent Properties:	North: R-2, South: R-2 & SNC, West: R-2, East: R-2. Site has campus uses on all sides.

SECTION 5: Certification and Permission

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

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

Name of Owner/Authorized Representative (please print) John Barnes	Title Director of Facilities	Phone Number 403-3053
Signature of Applicant 		Date Signed 11-3-14

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

TO BE COMPLETED BY CITY STAFF

A Conditional Use Permit is authorized by the De Pere Zoning Code, Section(s):

FACILITIES SERVICE CENTER
ST. NORBERT COLLEGE, DE PERE, WISCONSIN

PROJECT DATA:

ZONING - R2

ALTERATION - LEVEL 2.

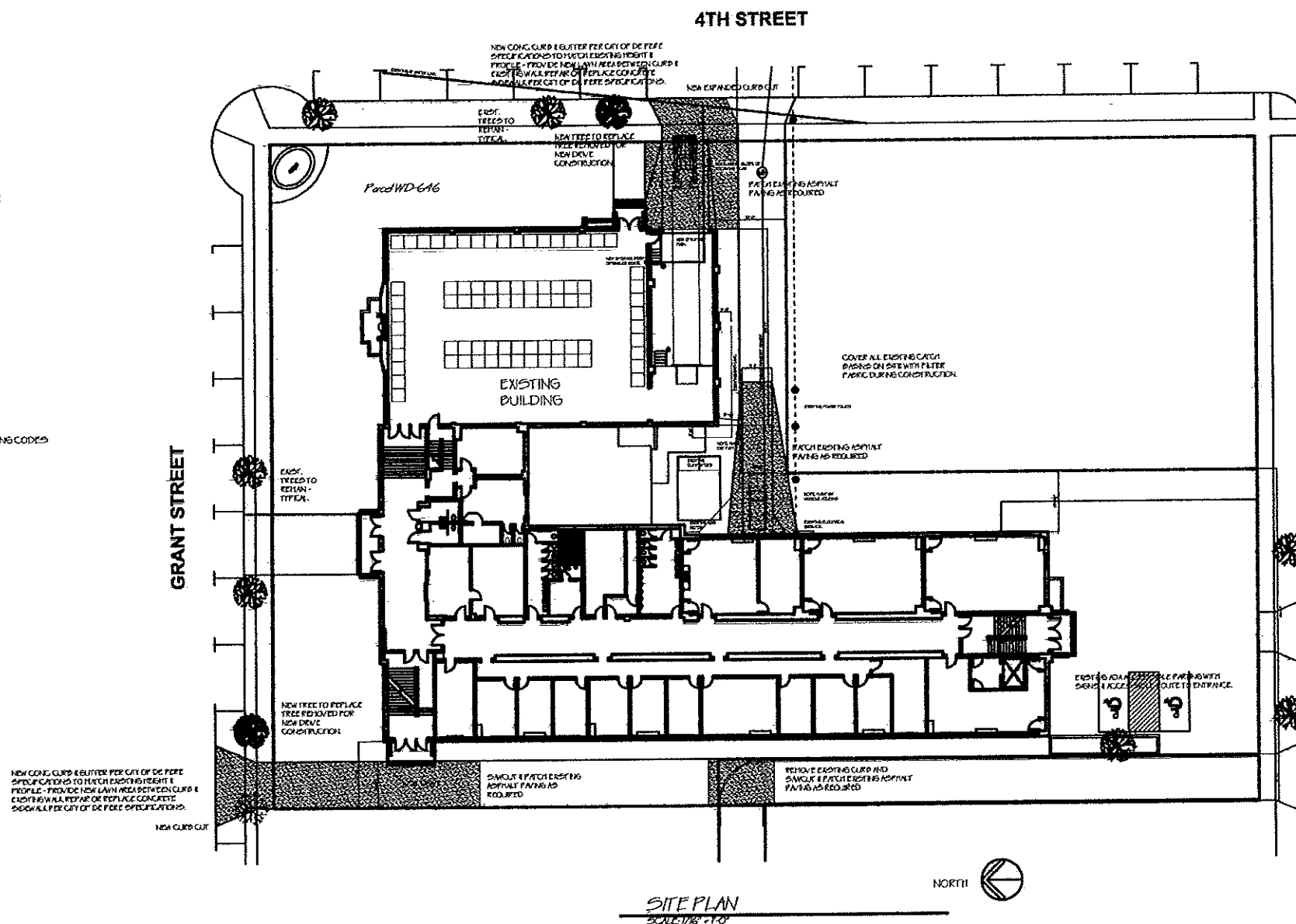
OCCUPANCY - WISCONSIN ENROLLED COMMERCIAL BUILDING
CODE GROUPS F, S & D.

CONSTRUCTION - WISCONSIN ENROLLED COMMERCIAL BUILDING
CODE TYPE 11B.

SOPFIT LIGHTING IS PROVIDED. ALL ENTRANCES. MAXIMUM LITE LEVEL AT THE PROPERTY LINES WILL BE 1 FOOT CANDLE.

GENERAL NOTES:

- 1) CONTACT DESIGN HOTLINE AND/OR LOCAL UTILITY COMPANIES FOR LOCATION AND SIZE OF UNDERGROUND FACILITIES.
- 2) CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH ALL STATE AND LOCAL GOVERNING CODES AND REGULATIONS, AND SHALL ARRANGE AND PAY FOR ALL INSPECTIONS, PERMITS, FEES, ETC.
- 3) DRAWINGS SHOW ARCHITECTURAL AND STRUCTURAL WORK ONLY.
- 4) PROVIDE DROPPON CONTROL AS REQUIRED BY ALL GOVERNING REGULATIONS.
- 5) ALL NEW CONC. CURBS, WALKS, ETC. TO MATCH EXISTING CONSTRUCTION.



10/26/2017

DATE:
11/3/14
@COPYRIGHT

SHEET
C1

PROJ. NO.

SITE PLAN

C. RENIER ARCHITECTS, INC.

DRAWN: C.C.R.
CHECKED: C.C.R.

**FACILITIES SERVICE CENTER
ST. NORBERT COLLEGE
DE PERE, WISCONSIN**

Item #3: Review the Conditional Use Application for SNC Facilities Department and student housing at 405 Grant Street. Applicant: Saint Norbert College.*

A Conditional Use Application was submitted by Saint Norbert College for the Facilities Department and student housing to be located at 405 Grant. Facilities would be on the first two floors and the student housing would be on the third floor. The property is zoned R-3 (General Residence District) with a PDD overlay. The table below summarizes some of the impacts related to the conditional use request.

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

Recommendation:

Staff recommends approval of the conditional use with the following recommendations:

1. Modifications to the building shall obtain the proper local and state permits.
2. SNC shall work with the Fire Department to determine the type of fire protection needed for the receiving / storage area.
3. The conditional use shall be forwarded to City Council for action.

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: December 16, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Introduction of Fire Chief, Dennis Rubin

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

MEETING DATE: December 16, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Recognition of placement on National Register of Historic Places for
622 George Street and 106 S Broadway.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Recommendation from the Finance/Personnel Committee to approve donation from Culver's.

I am requesting approval of a donation of \$680 from Culver's Butter Burgers and Frozen Custard to be deposited into the Fire Department donation account.

ATTACHMENTS:

- culver_0001 (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch



Culver's of Mason Street

1219 W. Mason Street | Green Bay, WI 54303 | 920-497-9527



Culver's of Ashwaubenon

809 Hansen Road | Green Bay, WI 54304 | 920-405-0735

De Pere Fire Department
400 Lewis St.
De Pere, WI 54115

11/14/14

Hello Firefighters,

Here are the checks from the 10% day we had in October. Sorry this took so long to get to you. We were very happy with the turnout at all locations.

What we did was take the total from all four locations in the Brown County Area and divided it into 3 for each location, De Pere, Green Bay-Metro, and Ashwaubenon Fire & Safety.

We would like to continue this in the future and look forward to continue to support our local fire departments!

Sincerely,

Samantha Soik
General Manager- West Mason Street & Hansen Rd
715-252-7311

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance/Personnel Committee to approve the 2015 Pay Recommendations for Part-Time & Seasonal Employees.

Attached please find the 2015 pay recommendations for part-time and seasonal employees working at the Parks and Public Works Departments, and other employee classifications.

All rates included in the attached two charts were included in the department budgets for 2015. A Mechanic was added to the seasonal wage scale within the Public Works Department classification. This position has existed for years, but was not included in the wage scale. Also added was the Enrichment Instructor position. These instructors teach stained glass, sewing, oil painting, and computer classes. Previously NWTC rented a room at the Community Center and taught these classes. Earlier in the year NWTC lost the funding for these programs and stopped offering the classes so the City then took over running them. The Pom and Twirling Instructors were moved to level 6 as their teaching is more in line with dance instructors so it makes sense to have all of them at the same level. For most positions in the Parks and Public Works department there are 4 steps to the pay scale where employees move up one step per year. Our Community Center Maintenance position was added to level 4 so it now has steps within the position. This position works year round and is currently paid \$11.19/hour.

We reviewed what other communities were paying for their seasonal positions. In most cases, we are in line with what other communities are paying. The exception to this is for the Slow/Co-ed Softball Umpire position. We are paying much lower than what other communities are paying for this position. Therefore, we recommend increasing the pay for this position from \$12.75/game to \$14.75/game.

As we have done in the past, the Municipal Judge receives the same increase as other permanent positions. Therefore, a 1.8% increase is being included for that position. We are not recommending any other increases.

In 2015 the City will discontinue the longevity bonus and employee appreciation party for Park and Public Works department seasonal employees. They will continue to be able to attend one free class per season; up to three per year.

If you have any questions, please feel free to contact Marty or I prior to the meeting.

Thank you.

ATTACHMENTS:

- 2015 Copy of Park and Public Works Wage Schedule (XLS)
- 2015 other wages sheet (DOC)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

Park Department & Public Works Department
2015 Seasonal Wage Scale
Wages Effective January 1, 2015

Proposed Wage Scale

Position	Step 1	Step 2	Step 3	Step 4
Park Department				
Level 1 - Pool - Concession Staff - Pool - Basket/Maintenance - Playground Supervisor - Assistant Instructors - Recreation Intern	\$8.50	\$8.75	\$9.00	\$9.25
Level 2 - Lifeguard - Recreation/Office Assistant - Park Maintenance Laborer - CC Supervisors - Kidz Zone & Camp Counselors	\$9.00	\$9.25	\$9.50	\$9.75
Level 3 - Basketball Supervisor - Park Maintenance Lead - Youth Social Night - Lifeguard/WSI/Instructor	\$9.75	\$10.00	\$10.25	\$10.50
Level 4 - Community Center Maintenance - Open Gym Supervisor - Youth Activity Head Instructor - Self Defense - Arts-n-Crafts - Lead Kidz Zone/Camp Counselors	\$11.00	\$11.25	\$11.50	\$11.75
Level 5 - Recreation Night Supervisor - Tennis Instructor - Football Official	\$12.00	\$12.25	\$12.50	\$12.75

- Specialized Rec. Classes (Art, Twirling, Theatre, etc.)				
Level 6	\$13.00	\$13.25	\$13.50	\$13.75
- Dance, Pom and Twirling Instructor				
- Fitness Instructor				
- Enrichment Instructor				
- Tae Kwon Do Instructor /Tai Chi Instructor				

Level 7 - *Yoga/Pilates/Zumba with basic certification	\$16.00	\$16.25	\$16.50	\$16.75
Level 8 - * Yoga/Pilates/Zumba with advance certification after 1 yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs)	\$20.00	\$20.25	\$20.50	\$20.75
Level 9 - Pool Manager	\$14.00	\$14.25	\$14.50	\$14.75
Non Classified Wage Rates - Basketball Scorekeeper - Slow/Co-ed Softball Scorekeeper - Modified Softball Scorekeeper - Basketball Official** - Slow/Co-ed Softball Umpire** - Modified Softball Umpire** - Band Director - Golf Instructor - Kickball Official	\$9.25/game \$9.25/game \$11.25/game \$18.75/game \$14.75/game \$17.00/game \$16.75/hour \$28.00/participant \$11.25/game			
Public Works Department - Street & Water Dept. Maintenance Laborer - Mechanic - Sign Maintenance Aide - Engineering Aide	\$9.00 \$9.00 \$9.00 \$11.24	\$9.25 \$9.25 \$9.25 \$11.77	\$9.50 \$9.50 \$9.50 \$12.31	\$9.75 \$9.75 \$9.75 \$12.83

The step scale is designed to reward employees for good and continual years of service. Employees are given a step increase with supervisor approval, for each year they return to same employment.

-First year employees in any classified level shall start at Step 1, unless approved by the Director of Parks, Recreation and Forestry and/or Director of Public Works.

-Supervisors shall only approve step increases if an employee returns the following year and if the employee had satisfactory work performance.

-All classified positions are not eligible for additional step increases past Step 4. Non-Classified wage rates are reviewed on an annual basis.

The City of De Pere has an incentive program established for seasonal employees.

The program includes: admission to one program per season (up to 3 per year). The incentive program is administered at the discretion of the supervisor of the department.

*Instructors are eligible to earn incentive pay based upon number of participants enrolled.

Incentive pay ranges an additional .25 hours to 1.25 hours per class.

**Umpires or officials that are scheduled with a partner and work a game alone will be paid at 1.5 times the game rate.

2015 Wages For Other Employee Classifications

Department	Position	2014	2015	Increase	Notes
Clerk	Board of Review Full Day Half Day	\$60.00 \$35.00	\$60.00 \$35.00	N/A	
Clerk	Chief Election Inspectors Poll Workers SVRS Specialist/Data Entry	\$9.00/hr. \$8.00/hr. \$12.09/hr.	\$9.00/hr. \$8.00/hr. \$12.09/hr.	N/A	(SVRS = Statewide Voter Registration System)
Fire	Paid On Call Firefighters	\$50.00/month \$15.00/hr.	\$50.00/month \$15.00/hr.	N/A	Monthly compensation Training sessions and response pay
Health	Medical Advisor	\$1,500 yr.	\$1,500 yr.	N/A	
Municipal Court	Judge	\$19,646/yr.	\$20,000/yr.	1.8%	Elected Position Serves a 4-year term
Police	Crossing Guards Community Services Officer	\$17.14/hr. \$10.00/hr.	\$17.14/hr. \$10.00/hr.	N/A	
Planning	Planning Intern	\$11.24 hr.	\$11.24 hr.	N/A	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #14-19, Repealing and Recreating Chapter 106 De Pere Municipal Code Regarding Licenses and Permits and Related Ordinance Revisions.

ATTACHMENTS:

- Chapter 106 Rewrite Memo (PDF)
- Ord14-19 (DOCX)

RESULT:	ADOPTED [5 TO 1]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Crevier, Donovan, Lueck, Rafferty
NAYS:	Jim Kneiszel
EXCUSED:	Kevin Bauer, Dean Raasch

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Chapter 106 Re-write; modifications to ordinance since Board/ Committee review
Date: December 11, 2014

The proposed re-write of Chapter 106 was reviewed by Finance/Personnel on Tuesday December 9, 2014. That Committee recommended that the ordinance be approved and forwarded to the Council. On Monday December 8, 2014, the Board of Public Works reviewed the proposal in the ordinance re-write to have all revocable occupancy permits, including sidewalk café permits and newsbox permits, issued administratively rather than through the Board and Council. The Board approved this proposal with a 2-1 vote.

Since both the Committee and Board voted in favor of the ordinance re-write, the draft previously sent to you has undergone some changes in order to incorporate the list of additional ordinance changes noted on the last page of the earlier draft. Those changes are:

1. Chapter 22-8 regarding newsbox and sidewalk café permits is revised to refer to §106-6(b), which has been revised to incorporate language regarding issuing those permits;
2. A separate revocable occupancy permit process for encroachments/obstructions on Park property has been included in §106-6(c) ;
3. The Appeals process found in §106-6(c) covers all revocable occupancy permits;
4. A provision has been included making the changes to park property encroachments contingent upon Park Board approval.

Additionally, I wanted to bring to your attention an issue pertaining to fees for some of these revocable permits. Currently, the Director of Public Works is authorized to set a reasonable fee for construction staging occupancy permits, the newsbox permit fee is \$10, the sidewalk café permit fee is \$25, and no fee is charged for any other revocable occupancy permit. Under new §106-6(a)(2)C, the authority of the Public Works Director to set a reasonable fee for construction staging activities remains the same. However, in the fee setting resolution, I am recommending that all other revocable occupancy permit fees be set at \$25. This is a minimal charge which does not cover the majority of staff time spent on receiving, reviewing, drafting and issuing spent on these types of permits. In the alternative, it would be my suggestion to have no fee imposed as it is difficult to determine the appropriateness of charging a permit fee in certain circumstances and not others.

If you have any questions or concerns regarding this matter, please feel free to call me at 339-4042.

JSL:jld

H:\jdupont\Memos\2014\Mayor & CC-Ch 106-12-14-148-006-14.docx

ORDINANCE #14-19

REPEALING AND RECREATING CHAPTER 106 DE PERE MUNICIPAL CODE
REGARDING LICENSES AND PERMITS
AND RELATED ORDINANCE REVISIONS

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

Section 1. **Chapter 106, Licenses and Permits**, is hereby repealed in its entirety and recreated as follows:

106-1 License or permit required

No person shall engage in any trade, profession, business or privilege in the City of De Pere for which a license or permit is required by any provision of this Code without first obtaining such license or permit from the City in the manner provided in this chapter, unless some other provision of this Code provides specifically otherwise.

106-2 Application Process

(a) *Application*

Unless otherwise provided, application for a license or permit shall be made in writing to the responsible City department or officer, upon forms provided by the City. All application forms shall be fully completed and signed by the applicant, and all permit fees, if any, shall be paid before the application is processed.

(b) *License/Permit Fee*

All applications for any license or permit shall be accompanied by the proper license or permit fee as established by resolution of the common council. No license or permit fee shall be refundable unless the license/permit is denied.

(c) *Background Check*

All applications for any license or permit which requires that a background check be run on the applicant shall be accompanied by a background check processing fee as determined by resolution of the common council. An applicant presenting multiple applications for license/permits at one time shall be subject to one processing fee as established by resolution of the common council. The background check processing fee shall be non-refundable.

(d) *Delinquent Debts Owed to City*

(1) No license other than dog or cat licenses authorized or required by this Code shall be granted or issued:

- A. To any person who owes any unpaid, delinquent personal property tax, room tax, special assessment, municipal court forfeiture, charges for false fire or burglar alarms or abandoned 9-1-1 calls, parking ticket, sewer or water bill, ambulance bill, hazardous material spill response charge, or inspection or re-inspection fee.
- B. For any premises for which sewer or water bills, room taxes, special assessments or special charges for current services owed to the City are delinquent and unpaid.
- C. For any premises containing personal property upon which a personal property tax owed to the City by the applicant was assessed and the personal property tax remains unpaid and delinquent.

No license shall be denied if a payment becomes delinquent after fully completed and properly executed application, together with any required application fee, has been filed with the appropriate City official.

- (2) This subsection does not apply to a person whose personal liability for payment of a delinquent tax or other charge has been discharged by order of a U.S. Bankruptcy Court or other court of competent jurisdiction or to a bankrupt or a bankrupt's premises covered by an automatic stay issued by a U.S. Bankruptcy Court or other court of competent jurisdiction while the automatic stay is in effect.
- (e) *Bond and Insurance*
All required bonds shall be executed by a surety company authorized to do business in the state of Wisconsin. Where policies of insurance are required, such policies shall be subject to approval of the city attorney. Satisfactory evidence of coverage by bond or insurance shall be filed with the city before the license or permit is issued.
- (f) *Approval or Denial of License or Permit*
 - (1) Where the approval of any city or state officer is required prior to the issuance of any license or permit, proof of such approval must be presented to the issuing City official before any license or permit is issued.
 - (2) No license or permit shall be approved if it appears that the conduct of the activity for which a license or permit is required will be contrary to the law, if it appears the applicant does not possess the necessary qualifications or requirements for the license, or if it appears issuance of the license or permit would be contrary to the public health, safety or welfare.
- (g) *Appeal/Review of License or Permit Denial*
 - (1) Unless provided otherwise in this Code, if a license or permit application is denied, the applicant shall be informed of such decision, in writing, within 10 days after the determination is made. No grant, denial, suspension or revocation of an alcohol license under Wis. Stats. § 125.12(1) or Chapter 7 of this Code is subject to review hereunder.

- (2) The denied applicant may request a hearing in writing on the determination to deny the license or permit application. The appeal shall state the reasons the applicant believes the decision to deny the license or permit to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing City official or the Finance/Personnel committee. The hearing shall be held before the City's Finance/Personnel Committee and the hearing shall substantially comply with the provisions of Wis. Stats. §68.11(2). Within twenty (20) days after the hearing, the Finance/Personnel Committee shall issue a written decision which shall affirm, reverse or modify the determination of the City official. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. §68.13.
- (h) *License and Permit Terms and Renewal*
- (1) Unless otherwise provided by this Code, the term of the license year shall commence on July 1 and end on June 30 of each year, unless the license period is for less than one year, in which case the term of the license shall commence with the date of issuance.
- (2) License or permit renewals shall be issued in the same manner and be subject to the same conditions as the original license or permit except that a determination to not renew a license shall be subject to paragraph (l) of this chapter.
- (3) Permits shall be issued for the term set forth in the permit and shall not renew.
- (i) *Display of License or Permit*
Unless otherwise provided in this Code, all licenses and permits shall be displayed on the premise or vehicle for which it is issued. If a license or permit is required to be carried on the person, it shall be displayed to any law enforcement officer or other person authorized by ordinance to request the same.
- (j) *Transfer*
No license or permit shall be transferable or assignable unless otherwise provided in this Code.
- (k) *Compliance with Laws and Regulations*
An express condition of holding a license or permit is compliance with all City, State and Federal rules, regulations, laws and ordinances.
- (l) *Suspension or Revocation of License*
- (1) Except as otherwise provided by state law or this Code, any license issued by the city may be revoked or suspended for a violation by the licensee of any ordinance, rule, regulation adopted by the city or any state law violation whenever such violation is substantially related to the licensed activity.

- (2) Requests for suspension or revocation of a license shall be made by the department head of the department issuing such license to the Common Council. The Common Council shall determine whether to hold a hearing regarding the suspension or revocation of such license, whether to send a warning letter to the licensee, or that no action be taken on such license.
- (3) The hearing on whether to suspend or revoke any license shall be held before the Common Council and the hearing shall substantially comply with the provisions of Wis. Stats. §68.11. Judicial review of the decision of the Common Council shall be governed by Wis. Stats. §68.13.
- (4) A license suspension shall be for not less than 10 days and not more than 90 days. A license revocation shall be for twelve months during which time the licensee shall be ineligible to apply for reinstatement of a license that has been revoked.

106-3 Licenses required under other Chapters of this Code

The following licenses are required under the Code Section noted:

- (a) *Alcohol Beverage and Operator Licenses – Chapter 7;*
- (b) *Concrete Worker's License - §22-10;*
- (c) *Dog and Cat License - §86-1;*
- (d) *Mobile Home Park - §90-4;*
- (e) *Sign Contractor - §98-4;*
- (f) *Auto Salvage Yard - §110-1;*
- (g) *Junk Collector/Dealer - §110-1;*
- (h) *Shows and Amusement, Carnival - §110-2;*
- (i) *Public Dance - §110-3;*
- (j) *Cigarette/Tobacco - §110-4;*
- (k) *Sexually Oriented Adult Entertainment Establishment - §110-5;*
- (l) *Weights and Measures - §110-7;*
- (m) *Pawnbrokers, Secondhand Article Dealers and Secondhand Jewelry Dealers - §110-8;*
- (n) *Taxicabs – Chapter 118;*
- (o) *Permits and licenses required under the Wisconsin Food Code (Wis. Stats. Chs. 97, 101 and 254 and Administrative Codes adopted thereunder) are issued by the State of Wisconsin through June 30, 2015.*

106-4 Reserved

106-5 Permits required under other Chapters of this Code

The following permits are required under the Code Section noted:

- (a) *Special Permit allowing alcohol beverages in the streets - §7-9;*
- (b) *Floodplain Land Use - §16-7(a)(2);*

- (c) *Block Party* - §22-8(b);
- (d) *Building Materials in Street* - §22-9;
- (e) *Excavation* - §22-11;
- (f) *Curb Cut* - §22-15;
- (g) *Sump pump installation* - §26-6(b);
- (h) *Private well* - §26-12;
- (i) *Water meter installation* - §26-14(c);
- (j) *Post-construction runoff* - §28-8
- (k) *Pertaining to Park Use*
 - *Goose patrol* – §30-2(d)(3)
 - *Authorizing possession of intoxicating liquor in park* - §30-2(h);
 - *Park private vendor* - §30-2(i);
 - *Boat ramp* - §30-4(h);
 - *Use of park by private and public groups* - §30-6;
- (l) *Pertaining to Public Trees*
 - *Planting, removal, maintenance and protection of public trees* - §30-8(g);
 - *Trim public trees* - §30-9(c);
 - *Preventing access of air and water to public trees* - §30 – 9(e);
 - *Planting trees on streets* - §30-11(a);
- (m) *Soil Erosion Control* - §42-8;
- (n) *Building* – Chapter 54;
- (o) *Moving or Razing Structure* - §54-8;
- (p) *HVAC* - §54-10;
- (q) *Electrical* – Chapter 62;
- (r) *Plumbing* – Chapter 66;
- (s) *Chicken Keeping* - §86-5;
- (t) *Mobile Home off Mobile Home Park* - §90-3;
- (u) *Mobile Home Parking* - §90-10;
- (v) *Sign* - §98-4;
- (w) *Solicitor/Direct Seller* – Chapter 114;
- (x) *Room Tax* - §134-1;
- (y) *Parade* - §138-2

106-6 Permits Required Under this Chapter

- (a) *Encroachments/Obstructions upon Right of Way and Other City Property (Non-Park)*
 - (1) **General Requirements.** Permission for encroachment or obstruction of City right of way or other non-park City owned property, other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.
 - A. Request for a revocable occupancy permit shall be in writing and made to the Director of Planning and Economic Development (Planning Director). The request shall include name, address and contact information of the requestor.

- B. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.
 - C. Each requestor shall provide proof of liability insurance in such limits as approved by the City Attorney, which policy of insurance shall name the City of De Pere as an additional insured thereunder for purposes of the activity allowed in the permit.
 - D. Revocable occupancy permits for encroachments/obstructions on right of way shall comply with Wis. Stats. §66.0425.
 - E. Each request shall be reviewed by the Planning Director for compliance with State, Federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the Planning Director determines the request meets those requirements and all other requirements of this section, the City Attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the Planning Director or such conditions as may be required under this Code or State or Federal laws. Following execution of the permit by the applicant, it shall be executed by the Planning Director on behalf of the City.
 - F. Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.
- (2) Specific Permits.
- A. *Newsboxes*. In addition to meeting the requirements of (a)(1) above, requests for placement of newboxes upon City right of way or other City property (non-park) shall meet the following:
 - i. Adequate pedestrian passageway shall be maintained.
 - ii. No chaining, bolting, or other means shall be used to attach a newsbox to any property within public right-of-way without prior express written permission of the property owner.
 - iii. News boxes shall be maintained in a safe, neat, and clean condition at all times. Any graffiti placed upon such boxes shall be removed within 24 hours of notice to permit holder.
 - iv. The news box shall be no larger than 52 inches x 34 inches x 20 inches (height x width x depth).

- v. Minimum adequate open space shall be provided as follows:
 - a. At least two feet behind any curb face;
 - b. At least three feet behind any curb face at any place where parking is prohibited or stopping, standing or parking is restricted;
 - c. At least five feet from any driveway, fire hydrant, emergency facility or bus shelter opening;
 - d. At least 15 feet between newsboxes and police or fire station driveway, railroad track and marked or unmarked crosswalk.
 - vi. No news box shall remain empty of current publications for more than 14 consecutive days.
 - vi. Allowable advertising, other than the name of the publication, shall appear only once, shall be on the side of the news box facing away from the street, and shall not exceed 18 inches x 18 inches.
- B. *Sidewalk café Permit.* In addition to the requirements of (a)(1) above, requests for a café permit for use of City right of way or other City property (non-park) shall meet the following:
- i. Definitions:
 - a. "Sidewalk cafe" shall mean any group of tables, chairs, benches, or partitions maintained upon the public sidewalk for use directly in front of an establishment with a valid restaurant license.
 - b. "Class B" license shall mean such alcohol beverage license as is issued by the common council allowing the sale and consumption of alcohol beverages on a licensed premises.
 - ii. Sidewalk cafe permit:
 - a. Any sidewalk café permit applicant seeking to serve alcohol beverages in the sidewalk café shall make separate application to amend the applicant's "Class B" license to conform with the location of the sidewalk cafe.
 - b. All tables, chairs and other materials and equipment placed out on the sidewalk for operation of the sidewalk cafe shall be removed from the site before the close of business and not returned to the sidewalk area until the usual and customary opening of the sidewalk cafe each day.
- C. *Construction staging purposes.* The Director of Public Works or, in his/her absence, the City Engineer (collectively Public Works Director), may issue a revocable occupancy permit as meets the requirements of this section allowing for the temporary use of City right of way or other City property for construction

staging purposes. The Public Works Director may set a reasonable fee for the privilege of such permit.

(b) *Encroachments/Obstruction upon Park Property.*

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

- A. Request for a revocable occupancy permit shall be in writing and made to the Parks, Recreation & Forestry (Park Director). The request shall include name, address and contact information of the requestor.
- B. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.
- C. Each requestor shall provide proof of liability insurance in such limits as approved by the City Attorney, which policy of insurance shall name the City of De Pere as an additional insured thereunder for purposes of the activity allowed in the permit.
- D. Each request shall be reviewed by the Park Director for compliance with State, Federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the Park Director determines the request meets those requirements and all other requirements of this section, the City Attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the Park Director or such conditions as may be required under this Code or State or Federal laws. Following execution of the permit by the applicant, it shall be executed by the Park Director on behalf of the City.
- E. Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.

(c) *Appeal.* In the event an application for a revocable occupancy permit under this section is disapproved, the applicant shall be informed in writing within ten (10) days of application of the reasons for disapproval. The applicant or any interested party may appeal the disapproval decision to the Board of Public Works in the case of disapproval issued by the Planning Director or the Public Works Director, or may appeal the Park Director's decision to the Board of Park Commissioners. Any such appeal shall be made within ten (10) days of notice of disapproval. The appeal must be in writing, and must state the reasons why the applicant believes the decision to be in error. Failure to state the reasons why the decision is in error shall result in automatic approval of the denial without further action.

Within twenty (20) days after receipt of the appeal, the proper Board shall hold a hearing which substantially complies with the conduct hearing requirements of Wis. Stats.

§68.11(2). Within twenty (20) days after the hearing, the Board shall issue a written decision which shall affirm, reverse or modify the determination. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. §68.13.

(d) *Fee.* The fee for revocable occupancy permits issued under this section, other than for construction staging purposes, shall be as determined by resolution of the common council.

(e) *Fireworks and Pyrotechnics Display*

(1) Pursuant to Wis. Stats. §167.20, the Mayor delegates to the Fire Chief or the Chief's designee, the authority to issue permits for the use within the City of those classes of fireworks or pyrotechnics for display within the City. No permit shall be issued to a person under the age of 18.

(2) No person shall possess or use fireworks or pyrotechnics for which a permit is required without such permit.

(3) Application for a permit shall be to the Fire Chief not less than 15 days in advance of the date of the display.

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

(5) Permittee shall comply with all requirements of Wis. Stats. §167.10 and the current edition of the National Fire Protection Association Standard 1123 and all municipal ordinances in the handling of the fireworks/pyrotechnics.

Section 2. The following provisions of this Code are hereby repealed in their entirety:

1. **§58-9, Underground/aboveground storage tank fees**
2. **§74-9, Safety, maintenance and operation of public swimming pools**
3. **§150-22(4), Special permit**

Section 3. §22-5(c), *Grade setting; permit fee*, is hereby amended by as follows:

1. Changing title of paragraph to *Grade setting; fee*; and
2. Deleting the word “permit” from the fourth sentence of the paragraph; and
3. Deleting the fifth sentence of the paragraph and replacing it with “The fee will be collected by the building inspector at the time of issuance of the building permit.”

Section 4. §22-8(a), Use of public right of way; Merchandise in streets, is repealed and recreated as follows:

(a) *Merchandise in streets*. Except as specifically provided in this code, it shall be unlawful for any person to place any goods, wares, displays, decorations, merchandise of any type, or the containers therefor, in, on or above any street or sidewalk in the city without having received a permit therefore as provided in this section or Chapter 106 of this Code.

(1) *Vending machines/collection boxes (other than newsboxes)*.

- a. Vending machines and other collection boxes used for the distribution, collection, or management of non-governmental business operations are prohibited in public right-of-way.
- b. Permit for the placement of vending machines/collection boxes upon city property other than right-of-way may be granted as provided in §106-6(a) of this Code. A permit for the placement within City parks may be granted as provided in §30-2(i) of this Code.

(2) *News boxes*. See §106-6(b) of this Code.

Section 5. §22-8(c). Sidewalk café permits, is repealed and recreated as follows:

§22-8(c) *Sidewalk café permits*. See §106-6(c) of this Code.

Section 6. §22-13, Obstructing gutters, is hereby amended by striking the words “a permit” in the second clause of the paragraph and substituting “permission” therefor.

Section 7. §30-9(g), Wires, ropes and attachments, is hereby amended as follows:

The last two sentences thereof are repealed and replaced with the following:

“Requests for a permit to allow such attachments shall be made to the Director of Parks, Recreation and Forestry under §106-6(e) of this Code.”

Section 8. §78-6(i), Exceptions, is hereby amended by deleting the phrase “this chapter” at the end of the sentence thereof and replacing the same with “Chapter 110 of this Code”.

Section 9. §130-5, Other provisions, is hereby amended as follows:

1. Paragraph (a) is amended by deleting the phrase “license plate and license number” therefrom;
2. Paragraph (b) is repealed and recreated to read:

(b) *Removal of serial number or license identification.* It shall be unlawful for any person, willfully or maliciously, to remove, destroy, mutilate or alter the serial number of any bicycle, or to remove, destroy, mutilate or alter any license or registration identification issued by any law enforcement agency during the time in which the said license or registration identification is in force.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall take effect on January 1, 2015, except that provisions in this ordinance pertaining to park property shall be contingent upon the approval of the Board of Park Commissioners.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #14-20, Regarding Penalties for Violations of Various Municipal Code Provisions and Regarding License/Permit Fees.

The purpose of this ordinance is to conform certain penalty and fee provisions in various chapters to the current process of the Council adopting its municipal bond forfeiture schedule and license/permit fees by resolution.

The setting of forfeitures and fees by resolution was established several years ago. At that time, most specific penalty and fee provisions in the code were identified and changed to provide for setting by resolution. During the law department's comprehensive re-write of Chapter 106, several additional penalty and fee provisions were found in the code that were not previously identified. Those provisions are what you see in the attached Ordinance 14-20. No substantive changes to these ordinances are made under this ordinance; only the method by which the forfeiture or fee is established.

If you have any questions or concerns, please let me know.

ATTACHMENTS:

- Ord14-20 (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

ORDINANCE #14-20

REGARDING PENALTIES FOR VIOLATIONS OF VARIOUS MUNICIPAL CODE
PROVISIONS AND REGARDING LICENSE/PERMIT FEES

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

SECTION 1: The specific monetary penalty provisions noted below in the ordinance
sections cited:

1. §7-9(e) – entire section;
2. §22-21(b) - “not exceeding \$100”;
3. §26-15(g) - entire section;
4. §30-4(h)(8) - “with a fine of \$20...”;
5. §46-12(a) - “forfeit not less than \$25 nor more than \$200...”;
6. §54-11(2) – “of not less than \$50 nor more than \$500...”;
7. §130-6 – entire section;
8. §150-9(h) – “\$20...”

are hereby repealed and replaced with the following:

1. §7-9(e) – “Any person who shall violate this section or any part of this section shall be subject to a forfeiture as determined by resolution of the common council. If such forfeiture, plus costs, fees and other assessments allowed by law, is not paid within the time given, the person in default on payment may be subject to such alternative penalties as provide in Chapter 800 Wis. Stats.”;
2. §22-21(b) - “as determined by resolution of the common council”;
3. §26-15 (g) - “Any person who violates this chapter or any provision thereof shall be subject to a forfeiture as determined by resolution of the council, plus costs, fees, assessments and penalties as required by law. Each act of violation and every day upon which a violation occurs or continues constitutes a separate offense.”;
4. §30-4(h)(8) - “as determined by resolution of the common council”;

5. §46-12(a) - “be subject to such forfeiture as determined by resolution of the common council.”;
6. §54-11(2) – “as determined by resolution of the common council ...”;
7. §130-6 – “Any person who violates any provision of this chapter may be subject to forfeiture as determined by resolution of the common council.”;
8. §150-9(h) – “subject to such forfeiture as determined by resolution of the common council ...”

SECTION 2 : The specific monetary license/permit fee provisions noted below in the ordinance sections cited:

1. §26-12(e) – “in an amount equal to \$20...”;
2. §46-5(3)a – “on the following basis: 1. A fee of \$300 per single-family dwelling unit developed. 2. A fee of \$600 per two-family dwelling unit developed. 3. A fee of \$130.00 per bedroom developed in multiple-family dwellings.”;
3. §110-1(c)(4) – “\$100 per year of fractional part thereof...”;
4. §110-2 – “is \$20 per day.”;
5. §110-3(b) – “A fee of \$2 shall be paid for such license for each such dance. Application for a dance license may be made on an annual basis, upon payment of a fee of \$10.”;
6. §110-4(b) – entire paragraph which sets cigarette license fees for a three year period;
7. §110-5(f) – “of \$250...”;
8. §110-5(h)(2) – “ A license renewal fee of \$250 shall be submitted with the application for renewal. In addition to the renewal fee, a late penalty of \$100 shall be assessed against any applicant who files for a renewal less than 60 days before the license expires.”;
9. §110-5(m)(4) - “shall be \$5 per registration...”;
10. §110-8(e)(3) - “of \$10...”;
11. §114-5(d)(3)c - “of \$10...”

are hereby repealed and replaced with the following:

1. §26-12(e) – “as determined by resolution of the common council.”;
2. §46-5(3)a – “as determined by resolution of the common council.”
3. §110-1(c)(4) – “as determined by resolution of the common council ...”;
4. §110-2 – “is per day, as determined by resolution of the common council.”;
5. §110-3(b) – “The license fee shall be as determined by resolution of the common council.”;
6. §110-4(b) – “The license fee for the sale of tobacco products shall be as determined by resolution of the common council”;
7. §110-5(f) – “as determined by resolution of the common council ...”;
8. §110-5(h)(2) – “ A license renewal fee as determined by resolution of the common council, shall be submitted with the application for renewal. In addition to the renewal fee, a late penalty as determined by resolution of the common council shall be assessed against any applicant who files for a renewal less than 60 days before the license expires.”;
9. §110-5(m)(4) - “as determined by resolution of the common council ...”;
10. §110-8(e)(3) - “as determined by resolution of the common council ...”;
11. §114-5(d)(3)c. - “in such amount as determined by resolution of the common council...”

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect on January 1, 2015.

Ordinance #14-20
Page 4 of 4

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____
Publication Date: _____
Effective Date: _____

Attachment: Ord14-20 (2953 : Ordinance #14-20, Regarding Penalties for Violations and License/Permit Fees)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Ken Pabich

SUBJECT: Resolution #14-129, Authorizing Facade Improvement Grants to 365 Main Avenue and 123 South Broadway Street.

ATTACHMENTS:

- Reso14-129 (DOCX)

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

RESOLUTION #14-129

AUTHORIZING FACADE IMPROVEMENT GRANTS FOR IMPROVEMENTS TO
365 MAIN AVENUE AND 123 SOUTH BROADWAY STREET

WHEREAS, the Common Council and the City Redevelopment Authority have established Facade Improvement Grant Program to encourage the renovation and revitalization of the business environment in both the West Side Redevelopment District in Tax Incremental Financing District (TID) #5 and East Side Redevelopment District in Tax Incremental Financing District (TID) #7; and

WHEREAS, 365 Main Avenue , owned by Saks Holdings, LLC being located within TID #5 and the West Side Redevelopment District, has had improvements made to the rear building exterior which comply with the design standards for the downtown district; and

WHEREAS, 123 South Broadway Street, also owned by Saks Holdings, LLC, located within TID #7 and the East Side Redevelopment District, has had improvements made to its rear building exterior which comply with the design standards for the downtown district; and

WHEREAS, the property owner has applied for a grant from the respective Facade Improvement Grant Program under the terms of those Programs, said applications have been reviewed and recommended for approval by the Redevelopment Authority and the Finance/Personnel Committee; and

WHEREAS, Saks Holdings, LLC is hereby thanked for its contribution toward preservation and aesthetic enhancements on to the City's Redevelopment Districts.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Clerk-Treasurer is authorized to issue grant payments to Saks Holdings, LLC in the amount of \$3,734.41 (\$14,937.62 spent) for improvements to the exterior of 365 Main Avenue, all made in accordance with the Facade Improvement Grant Program for TID #5 and \$10,000.00 (\$42,831.85 spent) for improvements to the

Resolution #14-129

Page 2 of 2

exterior of 123 South Broadway Street, all made in accordance with the Facade Improvement Grant Program for TID #7.

BE IT FURTHER RESOLVED THAT:

The Common Council of the City of De Pere extends its thanks to Saks Holdings, LLC for its investment in, and commitment to, the City of De Pere and its business districts.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-129 (2952 : Resolution #14-129, Authorizing Facade Improvement Grants)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Ken Pabich

SUBJECT: Resolution #14-130, Authorizing Agreement for Consultant Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Phase I and Geotechnical Services - 102 N Broadway).

ATTACHMENTS:

- Reso14-130 (DOCX)
- REL (Phase I and Solis 102 N Broadway) (DOCX)
- Exhibit A - REL (PDF)
- CC_Assessment_Dec2014 (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-130

AUTHORIZING AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, LLC
(Phase I and Geotechnical Services – 102 North Broadway)

WHEREAS, the City is in need of a Phase I Environmental Assessment and Geotechnical Services for the real property at 102 North Broadway Street; and

WHEREAS, Robert E. Lee & Associates, Inc. has available and offers to provide personnel and equipment necessary to accomplish those services within the required time.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consultant Services Between the City of De Pere and Robert E. Lee & Associates, Inc. (Phase I and Geotechnical Services – 102 North Broadway) as is attached hereto.

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 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE
CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(Phase I and Geotechnical Services – 102 North Broadway)**

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of De Pere, Wisconsin, (“City”), and Robert E. Lee & Associates Inc., a Wisconsin corporation (“Consultant”).

WITNESSETH

WHEREAS, the City is in need of a Phase I Environmental Assessment and Geotechnical Services for the real property at 102 North Broadway Street; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the Consultants Proposal thereto dated December 3, 2014 (Exhibit A), attached hereto and incorporated by reference. If a conflict exists between Exhibit A and the terms of 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 services described in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants 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

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the 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, or other documents, which rights shall including 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.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. 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. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

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 as per schedule shown in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their

Consulting Agreement
Robert E. Lee & Associates
Page 2 of 7

response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit A. 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.

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. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. 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 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.

Consulting Agreement
Robert E. Lee & Associates
Page 3 of 7

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 consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance shall be delivered to the City prior to execution of the agreement for final approval.

XII. 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) caused 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 professionals, and all court or arbitration or other dispute resolution costs) caused 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.

XIII. SUBCONTRACTS

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

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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 Contractor 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. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. 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 XVIII.

XVIII. TERMINATION OF WORK

The City may 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

Consulting Agreement
Robert E. Lee & Associates
Page 5 of 7

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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. 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 De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: Director of Planning
335 South Broadway Street
De Pere, WI 54115

Consulting Agreement
Robert E. Lee & Associates
Page 6 of 7

If to Consultant:

Robert E. Lee & Associates, Inc.
 Attention:
 1250 Centennial Centre Boulevard
 Hobart, WI 54155

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

ROBERT E. LEE & ASSOCIATES, INC.
 By:

CITY OF DE PERE
 By:

 Print Name:
 Title:

 Michael J. Walsh, Mayor

 Print Name:
 Title:

 Shana L. Defnet, Clerk-Treasurer



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

De Pere Office
1250 Centennial Centre Boulevard
Hobart, WI 54155-8995
920-662-9641
FAX 920-662-9141

December 3, 2014

Mr. Ken Pabich
CITY OF DE PERE
335 South Broadway
De Pere, WI 54115

RE: Phase I Environmental Site Assessment and Geotechnical Services
Parcel # ED-844 "De Pere Commons", De Pere, Wisconsin

Dear Mr. Pabich:

Robert E. Lee & Associates, Inc., (REL) appreciates the opportunity to provide you with this proposal for conducting a Phase I Environmental Site Assessment (ESA) on a parcel of property at Parcel # ED-844 "De Pere Commons", De Pere, Wisconsin (the Property). It is our understanding that you are requesting an evaluation of the potential environmental concerns.

The Phase I ESA will be performed in general conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Designation: E 1527-13: *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The purpose of this practice is to define good commercial and customary practice in the United States of America for conducting an environmental site assessment of a parcel of commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601) and petroleum products. As such, this practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the "landowner liability protections," or "LLPs"): that is, the practice that constitutes all appropriate inquiries into the previous ownership and uses of the property consistent with good commercial and customary practice as defined at 42 U.S.C. §9601(35)(B). Controlled substances are not included within the scope of this standard. The goal of the Phase I process is to identify recognized environmental conditions (RECs) at the Property.

ASTM defines RECs as:

"The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment." *De minimis* conditions are not recognized environmental conditions.

Exhibit A

December 3, 2014
 Mr. Ken Pabich
 CITY OF DE PERE
 Page 2

In addition to RECs, Controlled recognized environmental conditions (CREC) and Historical recognized environmental conditions (HREC) may also be identified as part of this assessment.

ASTM defines a CREC as;

“A REC resulting from a past release of hazardous substance or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).”

ASTM defines a HREC as:

“A past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).”

In congruence with identifying RECs, CRECs, and HRECs, *de minimis* conditions were also evaluated. According to ASTM standards, a *de minimis* condition does not generally present a threat to human health or the environment and that generally would not be the subject to enforcement action if brought to the attention of the appropriate governmental agency. Conditions determined to be *de minimis* are not recognized environmental conditions nor controlled recognized environmental conditions.

PHASE I ESA WORK PLAN

The Phase I ESA will be performed in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Designation E 1527-13: *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. All aspects of the Phase I completion will be performed by or under the direct supervision of an Environmental Professional (EP), as defined in the ASTM standard. The Phase I ESA consists of four components, including records review, site reconnaissance, interviews, and report preparation. The records review includes a review of both current and historical sources to identify RECs that may be associated with the Property. Also, the previous uses of the Property and surrounding area are examined to identify the likelihood of past uses having led to RECs associated with the Property. Site reconnaissance includes a visual and physical inspection of the Property to identify RECs that may be associated with the Property. Interviews are conducted with knowledgeable people concerning the Property and surrounding Property, if necessary. The objective of the interview is to obtain information about current and historical Property uses that may indicate RECs exist at the Property.

Report preparation includes evaluating and summarizing the findings from the records review, site reconnaissance, and interviews. The report will include a detailed description of the assessment methods, a summary of the RECs associated with each Property, and provide an environmental professional's opinion on the impact of RECs to the Property.

December 3, 2014
 Mr. Ken Pabich
 CITY OF DE PERE
 Page 3

In the event data gaps are identified, the EP will endeavor to comment on the significance of those data gaps. However, the EP cannot, and does not warrant or guarantee that no significant events, releases, or conditions arose, during such periods as data gaps.

GEOTECHNICAL SERVICES

As requested, REL assumes the geotechnical services will include four soil borings to a depth of 25 feet below grade and a written report summarizing the geotechnical findings. The geotechnical services will be subcontracted to River Valley Testing (RVT). Based on the scope of work above RVT provided a cost of \$4,150. If the geotechnical services scope of work is altered we will obtain a revised cost.

CONSIDERATIONS BEYOND SCOPE

The Phase I process does not include any testing or sampling of materials (for example, air, soil, water, building materials). Certain environmental conditions may exist on a Property that are beyond the scope of this practice, but may warrant consideration by parties to a commercial real estate transaction. If there is a need for additional ‘non scope’ services to be provided, such as sampling of materials listed above, a separate proposal can be drafted to accommodate the work.

PROBABLE SCHEDULE AND COST

The enclosed contract identifies a total lump sum fee of **\$1,800** for the completion of the Phase I ESA. In addition, REL is proposing a budget amount of **\$4,150** for completion of the Geotechnical Services requested. If the geotechnical services scope of work is altered we will obtain a revised cost. If the enclosed contract is acceptable, we ask that a copy be signed and returned to our office as authorization to proceed with the services described.

We anticipate that the Phase I can be completed within 15 business days and the geotechnical work within 30 days of your authorization to proceed, assuming access to the Property is obtained and key Property contacts are available for interview during that time period. Verbal results will be provided as the project progresses. REL will provide an electronic copy and one paper copy of the assessment to the user. Additional paper copies are available at additional cost.

The ASTM standard requires the user to provide the Environmental Professional with the following:

- ◆ Recorded title records.
- ◆ Searches and actual knowledge of any environmental liens or activity and use limitations (AULs) encumbering the Property or in connection with the Property.
- ◆ Any specialized knowledge or experience regarding RECs in connection with the Property.
- ◆ Consideration of the relationship of the purchase price to the fair market value of the Property, if the Property was not contaminated.
- ◆ Any commonly known or reasonably ascertainable information within the local community about the Property regarding RECs in connection with the Property.

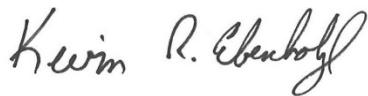
December 3, 2014
Mr. Ken Pabich
CITY OF DE PERE
Page 4

Please complete the attached questionnaire for the Property to the best of your ability and return it to REL via mail or facsimile (920) 662-9141.

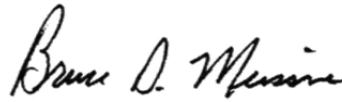
We appreciate your consideration and look forward to further discussing our firm's qualifications. If you have any questions and/or comments in this regard, please contact our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Kevin R. Eibenholz
Senior Environmental Scientist



Bruce D. Meissner, PG
Principal, Environmental Compliance Manager

KRE/BDM/JME

ENC.

Attachment: Exhibit A - REL (2949 : Resolution #14-130, Phase I Environmental Study and Soils Assessment with REL)

CITY OF DE PERE

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



December 9, 2014

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Phase I and Soils Assessment for 102 N Broadway

The City is interested in marketing 102 N Broadway for redevelopment. To attract the best potential projects, staff wants to get the site “shovel ready” for development. “Shovel ready” is a common term which means that a site has all of the initial hurdles for development addressed. For the case of this site, staff wants to obtain a Phase I Environmental Study and Soil Analysis Report completed to identify any issues for a project to move forward.

Staff obtained two quotes for completing the work. Robert E Lee and Associates had the lowest quote for the work at \$5,950. The work will be completed in January. Depending on the outcomes of the analysis, the site could be ready to be marketed by March of 2015. The project funding would come from TID #7.

Recommendation

Staff is recommending that the Finance Committee approve the project and that it be forwarded to the City Council for approval.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Karen Heyrman

SUBJECT: Resolution #14-131, Authorizing Agreement for Services Between the City of De Pere and RailWorks Track Systems, Inc.

The City requested proposals for snow maintenance of the West Business Park Spur Line in 2015 and 2016. The total cost is estimated for work in 2015 and 2016 as follows:

2015/16 Cost	< 3" Snow Event	= > 3" Snow Event
RailWorks Track Systems	\$1,275	\$1,575
Holubar Construction Company	\$1,475	\$1,775

Based on historic snow events, we are estimating the total maintenance for 2015 will be \$28,000. In the 2015, staff will be working with the rail businesses to develop a long term maintenance program. The staff recommendation is to accept the quote from RailWorks Track Systems for spur line snow maintenance. Funds for this work would come from TID 6.

ATTACHMENTS:

- Reso14-131 (DOCX)
- RailWorks (rail spur snow maint) 12-14 (DOCX)
- Exhibit A - RailWorks(PDF)
- Exhibit B - RailWorks(PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-131

AUTHORIZING AGREEMENT FOR SERVICES BETWEEN
THE CITY OF DE PERE AND RAILWORKS TRACK SYSTEMS, INC.
(Spur Line Snow Removal Services)

WHEREAS, the City is in need of snow removal services for its spur rail lines servicing the West and Southbridge Business Parks; and

WHEREAS, RailWorks Track Systems, Inc. has available and offers to provide personnel and equipment necessary to accomplish those services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Services Between the City of De Pere and RailWorks Track Systems, Inc. (Spur Line Snow Removal Services) as is attached hereto.

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 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-131 (2948 : Resolution #14-131, Authorizing Agreement for Spur Line Snow Removal)

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND RAILWORKS TRACK SYSTEMS, INC.
(Spur Line Snow Removal Services)**

THIS AGREEMENT made and entered into this _____ day of _____, 2014, by and between the City of De Pere, Wisconsin, ("City"), and RailWorks Track Systems, Inc., a Wisconsin corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need of snow removal services for its spur rail lines servicing the West and Southbridge Business Parks; and

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

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The snow removal project is as described in the October 24, 2014 City Request for Proposals (Exhibit A) and Contractor's Proposal thereto dated December 3, 2014 (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 a conflict exists between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Contractor 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 SERVICES

Contractor agrees to perform those services described in Exhibits A and B. 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 Contractor with information and items as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Contractor specific authorization to proceed with the work when notified by City in accordance with the scheduling terms of Exhibit A.

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 Contractor.

V. OWNERSHIP AND FORM OF DOCUMENTS

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

City hereby grants Contractor a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Contractor acknowledges that, as the Contractor to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Contractor for its reasonable costs incurred in complying with this paragraph.

Contractor further agrees to indemnify the City from all costs City incurs should Contractor fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Contractor understands that, during the course of work under this contract, Contractor may become privy to confidential information of City. Contractor 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 as shown in Exhibit A. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay their response time, Contractor shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation for snow removal services as identified in Exhibit A. Payment to the Contractor 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.

IX. RESPONSIBILITY OF CONTRACTOR

The Contractor is employed to render snow removal service only, and any payments made to the Contractor are compensation solely for such services rendered and recommendations made in carrying out the work. The Contractor shall follow the practices of its industry in performing and completing the work.

X. NON-DISCRIMINATION

The Contractor agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Contractor 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 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 consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Contractor shall furnish the City with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Contractor meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Contractor's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Contractor 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) caused by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, and Contractor's Contractors in the performance and furnishing of Contractor's services under this Agreement.

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

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

XIII. SUBCONTRACTS

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

XIV. 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 Contractor without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor 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.

XVI. 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.

XVII. 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 Contractor make normal progress in the performance of the work impossible. The Contractor may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. 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 XVIII.

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In the event of termination, the Contractor 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 Contractor 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. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. 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 Contractor's services, the Contractor 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 Contractor 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 De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attention: Director of Planning
335 S. Broadway Street
De Pere, WI 54115

If to Contractor:

RailWorks Track Systems, Inc.
Attention: Jacob Bruynes
1871 Cofrin Drive
Green Bay, WI 54302

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

RAILWORKS TRACK SYSTEMS, INC.
By:

CITY OF DE PERE
By:

Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana L. Defnet, Clerk-Treasurer

Attachment: RailWorks (rail spur snow maint) 12-14 (2948 : Resolution #14-131, Authorizing Agreement for Spur Line Snow Removal)

Request for Proposals For Spur Line Maintenance

The City of De Pere would like to invite your firm to submit a proposal for 2015-2016 Spur Line Maintenance in the City's West Business Park.

Your proposal must be submitted to our office by October 31st 2014, at 3:00 p.m.

GENERAL INFORMATION:

The City of De Pere has two spur tracks that provide service to the West Business Park, hereinafter referred to the north spur and the south spur. The purpose for this Request for Proposal (RFP) is to obtain services to provide maintenance and repair services for these spur lines.

The actual quantities of work will be based on the actual number of events that require snow removal, adjustments or replacements identified in CN inspections, and any additions, improvements or maintenance items requested by the City.

SCOPE OF SERVICES:

Spur line maintenance services include, but are not limited to:

1. Snow Removal
2. Adjusting Gapped Switches
3. Replacing Head Blocks
4. Repairing Frog Points
5. Repair of Broken Rail or Tie
6. Provide and Installing Switch Hooks
7. Cleaning, Adjusting, and Graphite of four (4) switches
8. Mobilization
9. Provide and Install Point Protectors
10. Point or Switch Replacement
11. Provide and Install Switch Numbers
12. Provide and Install Switch Brooms

SCHEDULING:

The City will request services throughout 2015 and 2016. Generally, the City will give 24 hours from e-mail notification to complete snow removal, address gapped switches, make frog point repairs, repair a broken rail or replace head blocks. All other work, other than a derailment or major rebuild, will be addressed in 5 calendar days from e-mail notification.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workers compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all

suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their subconsultants in prosecuting the work.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry.

FEE:

The proposed fee schedule shall be submitted on the attached form. Defined work for each fee will provide a functionally complete project. If there are specific items which the contractor believes are not identified in any item, but are required to provide a functionally complete project, then the identified specific work item shall be included in the appropriate fee.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

INFORMATION PROVIDED BY THE CITY:

The City will provide location maps and switch numbers to be used in all correspondence including billing.

The limit of snow removal for each switch is shown on the attached detail.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

Invoices will be accepted monthly and should include a breakdown of charges for each spur.

Proposed Fee Schedule

Company Name: _____

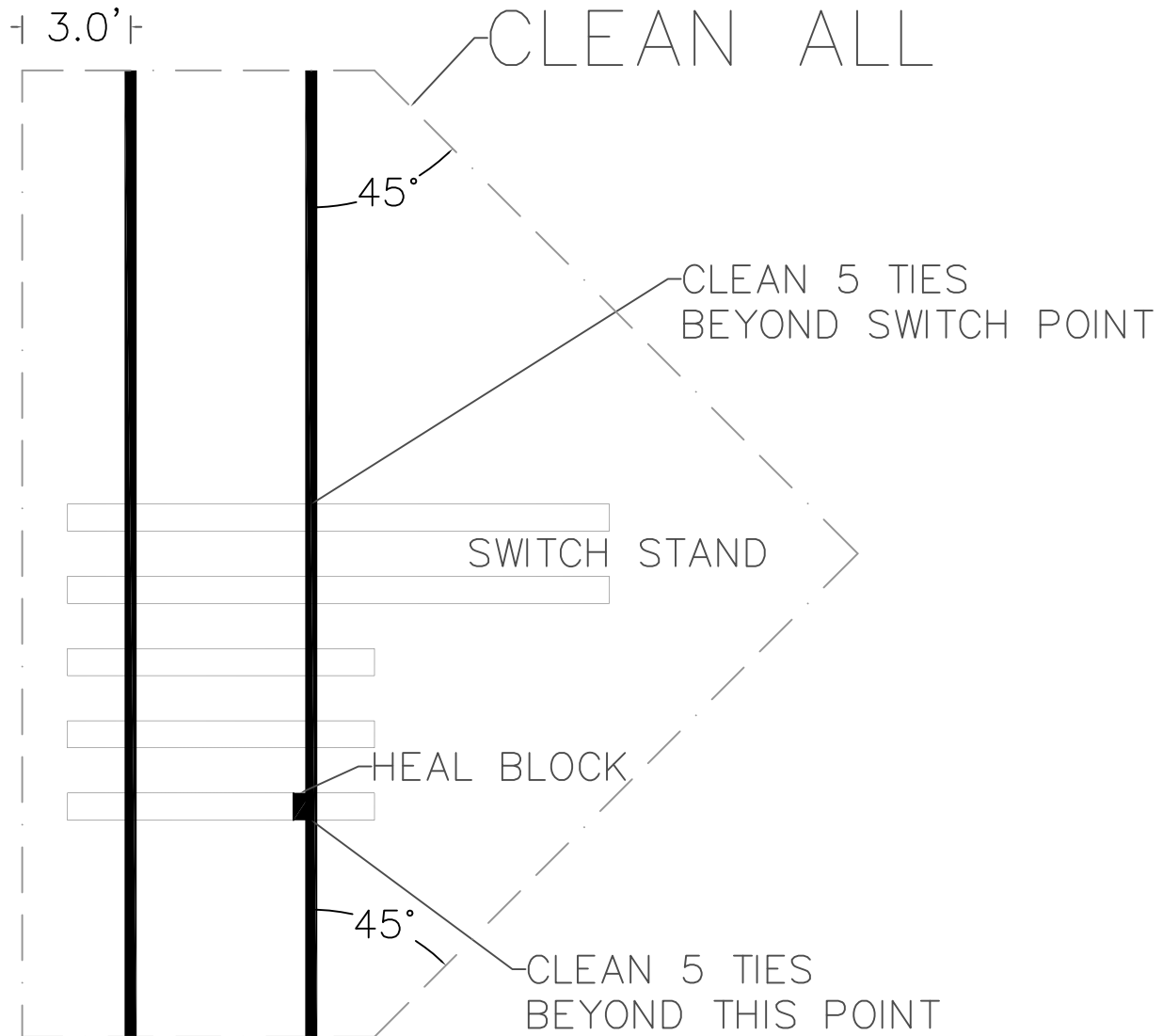
Company Address: _____

Company E-mail Address: _____

Company Representative: _____

Signature: _____

Item	Fee	Unit
Snow Removal Services		
Mobilization		Per event
Snow Removal $\geq$ 3.0 inches		Per switch
Snow Removal $<$ 3.0 inches		Per switch
Adjustments		
Mobilization		Per event
Gapped Switch		Per each
Weld Frog Point		Per turnout
Paint Derails School Bus Yellow include switch handles		Per Derail
Replacements		
Mobilization		Per event
Broken Rail		Per each
Bad Tie		Per each
Install Switch Hooks and Remove CN Locks (return to CN)		Per each
Head Block		Per each
Head Block Ties		Per each
Set of Comp bars		Per set
Additions/Improvements		
Mobilization		Per event
Point Protectors		Per turnout
Label Switch Numbers		Per switch
Provide and Install Switch Broom		Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch		Per switch



ENGINEERING DIVISION
 925 S. SIXTH ST
 DE PERE, WI 54115
 OFFICE 920-339-4061
 FAX 920-339-4071

FIGURE: 1

SPUR LINE SNOW
 REMOVAL DETAIL

PROJECT:

DATE: 10/20/14
 BY: KELLY D.
 CHECKED:



RailWorks Track Systems, Inc.
1871 Cofrin Drive
Green Bay, WI 54302

920.465.0812 | Fax: 920.465.0838

November 3, 2014

Karen Heyrman
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Dear Ms Heyrman:

Please review this proposal for work to be done to provide inspection, budgeting information, track maintenance for required work and track maintenance for recommended work. I have used the format that has worked well for the City of Little Chute, Shawano and Waupaca as well as our regular customers.

Our first goal is to respond as needed for emergency work such as switch cleaning, switch adjustments, wide gauge etc as needed to maintain service to the customers. We will do this work on a time and materials basis. All invoices will be based on actual time worked portal to portal from our location in Green Bay plus the material and equipment costs.

The second phase is to provide a comprehensive track inspection and report to itemize current track conditions and work with you to plan a yearly track maintenance program. We will break this report into the required work needed to maintain safe operating conditions and the recommended work that will be the asset management portion. This will be done at no cost.

Third we will provide as often as possible fixed dollar quotations for planned work including required and recommended work that results from the inspections and long range planning.

Fourth will be the track work itself. We will provide labor, equipment and materials as needed. We will need to decide if the City would dispose of scrap ties, any excavated or waste material and provide ballast as some cities do.

Please refer to our time and materials rate sheet. I would anticipate using these rates for snow removal and emergency work only. All other work on your Proposed Fee Schedule should be planned to reduce mobilization costs and incorporate economies of scale when work is combined and planned.

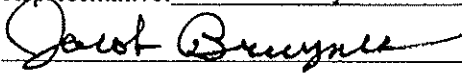
The rate sheet items are estimates only.

If you have any questions contact us.

Yours Truly,

A handwritten signature in black ink, appearing to read "Jake Bruynes", written over a horizontal line.

Jake Bruynes

Proposed Fee Schedule - ESTIMATE ONLYCompany Name: Railworks Track Systems, Inc.Company Address: 1871 Cofrin Drive Green Bay, WI 54302Company E-mail Address: JBruynes@Railworks.comCompany Representative: Jake BruynesSignature: 

Item	Fee	Unit
Snow Removal Services		
Mobilization	\$75.00	Per event
Snow Removal >= 3.0 inches	\$300.00	Per switch
Snow Removal < 3.0 inches	\$375.00	Per switch
Adjustments		
Mobilization	\$75.00	Per event
Gapped Switch	\$125.00	Per each
Weld Frog Point	\$450.00	Per turnout
Paint Derails School Bus Yellow include switch handles	\$25.00	Per Derail
Replacements		
Mobilization	\$200.00	Per event
Broken Rail	\$1,600.00	Per each
Bad Tie	\$120.00	Per each
Install Switch Hooks and Remove CN Locks (return to CN)	\$25.00	Per each
Head Block	\$300.00	Per each
Head Block Ties	\$300.00	Per each
Set of Comp bars	\$425.00	Per set
Additions/Improvements		
Mobilization	\$200.00	Per event
Point Protectors	\$1,800.00	Per turnout
Label Switch Numbers	\$25.00	Per switch
Provide and Install Switch Broom	\$50.00	Per switch
Spring & Fall Maintenance		
Clean, Adjust, and Graphite Switch	\$275.00	Per switch



2014 BILLING RATES RAILWORKS TRACK SYSTEMS, INC.		
EQUIPMENT	PER HR / DAY	
FRONT END LOADER	\$ 60.00	HR
ON TRACK RAILROAD TAMPER (2400 JACKSON)	\$ 60.00	HR
ON TRACK TIE INSERTER (925)	\$ 60.00	HR
AIR COMPRESSORS WITH WRENCH & DRIVERS	\$ 25.00	HR
TOOL TRUCKS	\$ 1.00	MI
SEMI WITH EQUIPMENT/MATERIALS	\$ 1.25	MI
SMALL TOOLS	\$ 30.00	DAY
OPERATING SUPPLIES	\$ 60.00	DAY
ELECTRIC WELDER	\$ 30.00	HR
ELECTRIC GENERATOR	\$ 30.00	HR
MATERIALS - COST PLUS 6%		
SUBCONTRACTORS AND SUPPLIERS - COST PLUS 6%		

RATE SCHEDULE FOR LABOR		
POSITION	REGULAR TIME	OVERTIME
FOREMAN	\$54.00/HR	\$64.00/HR
WELDER	\$54.00/HR	\$64.00/HR
GENERAL LABORER	\$40.00/HR	\$50.00/HR

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #14-132, Authorizing Second Amendment to Lease Agreement (Brown County Ice Management, Inc.).

ATTACHMENTS:

- Reso14-132 (DOCX)
- 2nd Amendment to Lease - Brown Cty Ice Mgmt-12-14-155-001-12 (DOCX)
- LEASE AGREEMENT (PDF)
- LEASE PAPERWORK (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-132

AUTHORIZING SECOND AMENDMENT TO LEASE AGREEMENT
(Brown County Ice Management, Inc.)

WHEREAS, the City and Brown County Ice Management, Inc. are parties to a Lease Agreement, dated April 5, 2012 and amended as of April 17, 2013 (collectively referred to as the "Lease Agreement"), which provides for use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Brown County Ice Management, Inc. wish to amend such Lease Agreement along the terms and conditions more fully set forth in the attached Second Amendment to Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Amendment to Lease Agreement Between the City of De Pere and Brown County Ice Management, Inc.

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 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-132 (2877 : Resolution #14-132, approve lease agreement between City of De Pere and BCIM)

**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE
CITY OF DE PERE AND BROWN COUNTY ICE MANAGEMENT, INC.**

THIS AMENDMENT is entered into this _____ day of _____, 2014, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City and Lessee are parties to a Lease Agreement ("Original Agreement"), dated April 5, 2012 and amended as of April 17, 2013 (collectively referred to as the "Lease Agreement"), which provides for use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Lessee wish to amend the Lease Agreement along the terms and conditions more fully set forth below.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. Paragraph 2.01 of the Original Agreement is amended to provide that the lease term shall expire on May 31, 2020. The remaining provisions of paragraph 2.01 pertaining to lease renewals and terminations of the lease remain unchanged.
2. Paragraph 6.05 of the Original Agreement (City rekeying of locks by June 2, 2012) is deleted.
3. All other terms, conditions, requirements, and obligations found in the Lease Agreement are incorporated herein by reference and remain unaffected by this Amendment.

BROWN COUNTY ICE MANAGEMENT, INC.

By: _____

Print Name: _____
Title: _____

Print Name: _____
Title: _____

CITY OF DE PERE

By: _____

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer



October 7, 2014

Marty Kosobucki, Director of
Parks, Recreation & Forestry
City of De Pere
335 S. Broadway
De Pere, WI 54115

RE: Lease Agreement between City of De Pere and Brown County Ice Management, Inc.

Dear Marty:

At our recent Brown County Ice Management board meeting we discussed the De Pere Ice Center operations. The Board is happy with the relationships developed at the rink and the users' acceptance of Brown County Ice Management's efforts to raise the standard of the facility with the assistance of the City.

As a result, Brown County Ice Management would like to extend the initial term of the Lease for three (3) more years. In other words, we would like the initial term to end on June 1, 2020, with the same five-year option after that.

We are requesting this as we continue to make long-term plans for the rink. In addition to long-term staffing and improvement, developing the users for the facility is a process that starts with children learning to skate at ages 5 and up. The pipeline takes time to develop and is a process that must continue over years.

I have reviewed the existing Lease and we would not request any modifications other than the term and the deletion of section 6.05 (regarding re-keying of the locks on June 2, 2012).

If you and the City Attorney agree, the officers of Brown County Ice Management are the same as shown on the 2012 lease, and we would be very happy to extend our working relationship.

Respectfully,



RICHARD E. NELL

/dv

Copies to: Judith Schmidt-Lehman, City Attorney
Donald Chilson
Alan Hicks

AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF DE PERE AND
BROWN COUNTY ICE MANAGEMENT, INC.

THIS AMENDMENT is entered into this 17th day of April, 2013, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City and Lessee are parties to a Lease Agreement, dated April 5, 2012, which provides for use of City owned property and improvements located at 1450 Fort Howard Avenue, known as the De Pere Ice Recreation Center; and

WHEREAS, City and Lessee wish to amend such Lease along the terms and conditions more fully set forth below.

NOW THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. The second sentence of paragraph 2.02 of the Lease shall be amended to read as follows:

Such payment shall be made by June 30 for the preceding fiscal year.

2. All other terms, conditions, requirements, and obligations found in the April 5, 2012 Lease Agreement are incorporated herein by reference and remain unaffected by this Amendment.

BROWN COUNTY ICE
MANAGEMENT, INC.

By:

Don Chilton, Manager

Name:

Title:

Name:

Title:

CITY OF DE PERE

By:

Michael J. Walsh
Michael J. Walsh, Mayor

Shana Defnet

Shana L. Defnet, Clerk-Treasurer

<https://training.fema.gov/emiweb/is/examnotice.asp?eid=is100b>

**LEASE AGREEMENT BETWEEN THE CITY OF DE PERE
AND
BROWN COUNTY ICE MANAGEMENT, INC.
(De Pere Ice Recreation Center)**

This Lease Agreement ("Agreement") is made by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Brown County Ice Management, Inc., a not-for-profit Wisconsin corporation ("Lessee").

WHEREAS, the City owns certain property and improvements located at 1450 Fort Howard Avenue, De Pere, Wisconsin, known as the De Pere Ice Recreation Center; and

WHEREAS, the City desires to lease the premises to Lessee in the manner and upon the terms, conditions, obligations and understandings set forth below; and

WHEREAS, the Common Council of the City has found that it is in the best interest of the City and in the furtherance of the health, welfare and safety of the community and its residents and guests to maintain this park land in such a manner as proposed by the Agreement.

NOW THEREFORE, in consideration of the promises and other obligations set forth herein, together with other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed and promised, by and between the City and Lessee as follows:

LEASE PROVISIONS

1. DEFINITIONS

- 1.01 **Board of Park Commissioners** means the City Board of Park Commissioners operating under Wis. Stats. §27.06.
- 1.02 **City** means the City of De Pere, a Wisconsin municipal corporation whose principal place of business is 335 South Broadway Street, De Pere, Wisconsin 54115. The term City is interchangeable with De Pere Common Council.
- 1.03 **Designated Capital Improvement Fund** means a designated reserve fund established by City for Major Capital Improvements at the De Pere Ice Recreation Center.
- 1.04 **Existing Locker Room Lease** means Exhibit A.
- 1.05 **Exterior Alterations** means, but is not limited to, each and every act which significantly changes the physical appearance or nature of the land, buildings, structures or improvements thereon, such as, but not limited to any modification to the size and shape of a structure or building and/or construction of a new structure as a building.

- 1.06 **Ice Facility** means the De Pere Ice Recreation Center located at 1450 Fort Howard Avenue, De Pere, Wisconsin 54115.
- 1.07 **Lease Term** means 5 years commencing on June 2, 2012. The Lease may be extended for additional five (5) year term upon mutual written agreement.
- 1.08 **Leased Property** means the Ice Facility together with a four foot perimeter around the building and including entry walks in to the Ice Facility. A map of the Leased Property is attached as Exhibit B.
- 1.09 **Lessee** means Brown County Ice Management, Inc. a Wisconsin not-for-profit corporation whose principal place of business is 1640 Fernando Drive, De Pere, Wisconsin 54115.
- 1.10 **Management Fee** means money paid by Lessee on a yearly basis to the City for use of the Ice Facility. The Management Fee formula for payment to the City is:
 (a) 50% of Net Income up to \$100,000 (i.e. Net Income = \$50,000, City fee is \$25,000; Net Income = \$100,000, City fee is \$50,000); plus
 (b) 20% of Net income between \$100,001 - \$150,000[i.e. Net Income = \$150,000, then (\$100,000 x 50%) + (\$50,000 x 20%) = \$60,000].
- Net Income realized over \$150,000 per year shall not be subject to cost share with City.
- 1.11 **Major Capital Improvements** means Ice Facility improvements, repairs or capital items costing \$10,000 or more.
- 1.12 **Minor Capital Improvements** means Ice Facility improvements, repairs, or capital items costing less than \$10,000.
- 1.13 **Net Income** means gross income less employee wages and benefits, operation and maintenance expenses, insurance payments, and Minor Capital Improvement expenses. Net Income does not include concession proceeds.
- 1.14 **Parking Lot** means the improved parking lot off of Fort Howard Avenue adjacent to the Ice Facility.
- 1.15 **Recreational Activity** means indoor activity undertaken for the purpose of exercise, relaxation, or pleasure, including, practice or instruction of any such activity.
- 1.16 **Board of Advisors** means Lessee's advisory panel made up of one member from the following groups or people:
 (a) City of De Pere staff representative
 (b) Board of Park Commissioners representative
 (c) St. Norbert College Hockey

- (d) WIAA De Pere Voyageurs Hockey Team
- (c) Core Users of the Ice Facility as determined by the previous year rental hours
- (f) Rink Management

- 1.17 Core Users means any user group renting 100 hours or more in a year of ice time at the Ice Facility. The parties agree that the 100 hour threshold for Core User determination shall be reevaluated after a period of two (2) years of this Agreement.

2. TERM OF LEASE

- 2.01 The term of this Lease is five (5) years, commencing on June 2, 2012 and ending on May 31, 2017. Thereafter, the agreement may renew in five (5) year increments upon mutual written agreement by both parties. Any party may terminate the Lease by giving a minimum 12 month notice of termination prior to any renewal period.
- 2.02 Lessee shall pay City a Management Fee on a yearly basis as and for rent of the Ice Facility. Such payment shall be made by January 31 for the preceding year. The management fee shall be deposited into the Designated Capital Improvement Fund for the purpose of future maintenance and improvements to the Ice Facility. Should the situation arise where the agreement is terminated before its schedule expiration date or the lease has reached its expiration date of June 2, the Lessee shall pay the Management Fee within 30 days of when the lease terminates.

3. USE OF PROPERTY AND BUILDINGS

- 3.01 Lessee has the exclusive right to occupy the Ice Facility for the purposes of operating and maintaining the Ice Facility.
- 3.02 Except as otherwise specifically identified below, Lessee is solely responsible for all costs arising from and/or pertaining to the maintenance and operation of the Ice Facility.
- 3.03 Lessee shall use the Ice Facility in a manner consistent with this Agreement, City and State laws, ordinances and regulations, and all other City public park land policies, written or by custom. If the Lessee seeks to use the Ice Facility for anything other than the usual and customary operation of the Ice Facility, Lessee shall obtain prior written consent of the Board of Park Commissioners. Usual and customary operation includes all activities that utilize the ice surface, such as shows, tournaments and other ice related events.

- 3.04 The Lessee may sublease parts of the building (ie. Pro shop, private food vendor, etc.) to any group who has representation on the Board of Advisors. The Lessee may also sublease parts of the Ice Facility building to any other person, group or entity with prior written authorization from the Board of Park Commissioners.
- 3.05 The sale and consumption of alcohol beverages are permitted on the Leased Property with proper licensure from the City. No alcohol beverages will be sold or consumed during events which are mainly youth orientated. No carry in alcohol beverages shall be permitted.

4. MAINTENANCE, REPAIRS AND RESTORATION

- 4.01 The Lessee shall, throughout the term of the Agreement, be responsible to keep the Ice Facility in good condition and repair. All Minor Capital Improvements and repair, construction, reconstruction and maintenance shall be paid for solely by Lessee without any expense to the City.
- 4.02 The Lessee shall have a documented maintenance plan for HVAC, refrigeration system, dehumidification system and ice resurfacers.
- 4.03 The Lessee shall keep record of maintenance of all HVAC, refrigeration system, dehumidification system and ice resurfacers.
- 4.04 Major Capital Improvements which are required due to the negligence of Lessee, Lessee's employees or agents to adequately maintain Ice Facility equipment shall not be the responsibility of the City.
- 4.05 Major Capital Improvements and repair of construction, reconstruction, and maintenance other than those covered under paragraph 4.04, shall be paid for solely by City without any expense therefore to Lessee. All such Major Capital Improvements are subject to approval by the De Pere Common Council.
- 4.06 The Lessee shall make no Exterior Alterations, additions, repairs, permanent decorations, restoration or other improvements or modifications of whatsoever kind or nature except as approved in writing by the De Pere Common Council. All Exterior Alterations or modifications approved by City shall comply with the City's site plan review and building permit process.
- 4.07 Lessee may make interior alterations to the site without prior permission from the Board of Park Commissioners. Examples of interior modifications include, but not limited to, items such as replacement of carpet and/or flooring, painting of walls, replacing of bathroom fixtures, new décor or other alterations that will enhance the use of the Ice Facility.

- 4.08 Any construction or modifications by Lessee permitted by the City and/or Board of Park Commissioners shall be solely in furtherance of the use of the Ice Facility for the purpose of this Agreement and shall become the property of the City upon completion.

5. LESSEE'S RESPONSIBILITIES

- 5.01 The Lessee shall develop, operate and maintain the Ice Facility and operations related thereto primarily as a family ice facility. In doing so, Lessee shall undertake scheduling sports functions, establishing rules and procedures as necessary for use of the facility, including selling advertising which is appropriate for a family orientated facility, and where appropriate, subleasing space for related retail or service use. Lessee shall also clean and maintain facility in accordance with all health and safety regulations and to a degree the users of the Ice Facility find acceptable.
- 5.02 Such operation shall be performed in a fiscally responsible manner. To that end, Lessee shall yearly, or more frequently upon request, provide City full and complete access to its accounts, ledgers, budgets, and all other financial documentation pertaining to the Ice Facility. Failure to operate the Ice Facility in a fiscally responsible manner could be considered a default hereunder.
- 5.03 Lessee shall provide quarterly and year-end financial reports to the City using General Accepted Accounting Principles (GAAP).
- 5.04 Lessee shall provide reasonable public access at reasonable hours for public skating opportunities.
- 5.05 Lessee shall provide City at no cost, a two (2) hour block of time on an annual basis for hosting a City-wide special event. The parties agree to meet on a yearly basis to discuss a mutually agreeable time to schedule the special event. The parties shall strive to schedule the event on a date and time which is reasonably expected to draw a large segment of the De Pere population to the event.
- 5.06 The Lessee shall provide a concession area within the Ice Facility which complies with all City and State regulations. Revenue generated by the concessions shall not be included in the calculation of the Management Fee. If the City desires additional concession services, Lessee has the right of first refusal to provide those additional services.
- 5.07 Lessee shall set its own schedules, ice rental rates, concession prices and user fees. Ice rental rates shall not be increased on a yearly basis greater than three (3) percent to members of the Board of Advisors without prior approval from the Board of Park Commissioners.

- 5.08 Lessee shall assemble and have in place within 60 days of commencement of this Lease, a Board of Advisors in accordance with paragraph 1.17 of this Lease, which shall be advisory in nature to the Lessee with regard to operations and policy development.
- 5.09 Lessee shall be responsible for maintaining the exterior of Leased Property including but not limited to grass cutting, weed control, landscape bed maintenance, and snow removal.
- 5.10 Lessee will not, directly or indirectly, create or allow to remain and will promptly discharge at its expense any lien, encumbrance, execution, attachment, or claim upon the Leased Property.
- 5.11 The Lessee shall be solely responsible for and shall timely pay any and all monthly and periodic expenses necessary or desired to maintain utility services including, but not limited to; electrical, water, wastewater, storm sewer, gas, telephone, cable, internet, water and wastewater charges.
- 5.12 The Lessee shall, on a yearly basis, provide to the Director of Parks, Recreation and Forestry, a five (5) year capital improvement projection covering the Ice Facility. Such capital improvement projections shall be submitted by June 1 of each year of this Lease.
- 5.13 The Lessee shall develop and maintain a website exclusive to the Ice Facility.
- 5.14 The Lessee shall provide a location inside the Ice Facility's main skating area for members of the Board of Advisors to display banners or other indicia of program sponsors. Lessee may require that expenses related to creating individual display areas are the responsibility of the Board of Advisor members. Design and appearance of the display must be approved by the Lessee. Revenues obtained from sponsorships shall be retained by the Board of Advisory member group which obtains the sponsor. Any sponsorship banner having an agreement of longer than one year shall need approval from the Board of Park Commissioners.
- 5.15 The Lessee shall ensure that every effort is made to provide teams from the De Pere Youth Hockey Association are provided the ability to host a minimum of 15 home games for each sponsored team, so as long as they continue to remain as a core user and member of the Board of Advisors.
- 5.16 The Lessee shall not remove or displace any "core" user with the purpose to redirect them to the Cornerstone Ice Center, unless their rental fee remains the same as their De Pere Ice Facility rate.
- 5.17 The Lessee shall have a documented training program for on-site supervisors, concessionaires, and Ice resurfacing operators.

6. CITY'S RESPONSIBILITIES

- 6.01 City shall deposit all monies paid through the Management Fee into the Designated Capital Improvement Fund. This fund shall not be used by the City for any other purpose during the term of this Agreement.
- 6.02 The City shall keep and maintain, including snow removal, the Parking Lot and all other City property adjacent to the Leased Premises.
- 6.03 The City will be responsible for all utility costs attributable to the Parking Lot.
- 6.04 The City will maintain, trim and be responsible for lawn cutting and maintenance in all areas of the park property except for the Leased Premises.
- 6.05 The City shall re-key all doors in the Ice Facility on June 2, 2012.

7. EXISTING OBLIGATIONS

- 7.01 Ice Facility Locker Rooms. Lessee acknowledges that the existing Ice Facility currently is encumbered by a Lease Agreement dated December 11, 1995 by and between the City and St. Norbert College and Green Bay Deacons Hockey Team (f/k/a De Pere Deacons). A copy of said Lease is attached hereto and incorporated by reference as Exhibit A. City hereby assigns said Leases to Lessee for the term of this Lease and Lessee consents to such assignment all terms, conditions, provisions, obligations, requirements and restrictions contained therein.

8. INSURANCE

- 8.01 The Lessee shall provide proof of such adequate coverage to the City and the City shall be named as an additional thereon for all liability policies. Adequate coverage shall, at a minimum, include:

- (a) General Liability

- (1) Coverage Form must be the most recent version of the Commercial General "Occurrence" policy, including:

- a. Premises and Operations
- b. Products and Completed Operations
- c. Advertising and Personal Injury
- d. Explosion, Collapse and Underground Hazard Coverage
- e. Contractual Insurance
- f. Broad Form Property Damage

- g. Coverage for Independent Contractors
- h. Care, Custody and Control coverages for City-owned materials at the worksite
- i. Endorsement naming the City of De Pere, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

(2) Limits of Liability

Body Injury/Property Damage Combined Single Limits:

Per Occurrence \$2,000,000

Products/Completed

Operations Aggregate \$2,000,000

Personal Injury/

Advertising Injury \$2,000,000

Medical Payments Limits \$10,000,000

General Aggregate \$2,000,000

(b) Automobile Liability

(1) Coverages must include the following extensions:

Comprehensive Form

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos
- d. Mobile Equipment
- e. Specialized Equipment
- f. Contractual Liability
- g. Uninsured Motorists to Limit of Policy
- h. Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(2) Limits of Liability

Combined Single Limit/Bodily Injury and Property Damage:

\$2,000,000 per person/per accident

Uninsured Motorists:

\$25,000 per person

\$50,000 per person

(c) Worker's Compensation and Employers' Liability Insurance

(1) Limits of Liability

Worker's Compensation \$500,000 per employee or per disease

Employer's Liability \$1,000,000

(d) Professional Liability (Errors and Omissions) \$2,000,000

These amounts are subject to revision from time to time as the City may request or require.

- 8.02 City shall maintain its own general liability insurance policy for all exterior surfaces, including land, parking lots, walkways and storage areas, which shall provide coverage for the acts of its officials, employees, agents and invitees. The City shall

name Lessee as an Additional Insured on its general liability policy for any and all City sponsored events at the Ice Facility.

9. FINANCIAL GAIN

- 9.01 The Lessee may undertake reasonable and project related financial gain activities from time to time at the Ice Facility provided that any and all proceeds therefrom shall be used exclusively by Lessee for the further enhancement of its mission.
- 9.02 Such financial gain activities include, but are not limited to, free will donations, rental payments by approved assignees or sub-tenants, concession sales and user fees.
- 9.03 The Lessee shall semi-annually submit to the Board of Park Commissioners in summary form, information as to ice usage and financial data directly pertaining to and/or arising from Ice Facility and/or this Agreement. This report shall be in addition to the quarterly report required under paragraph 5.03.
- 9.04 The Lessee shall have the ability to solicit donations in return for naming rights and displaying of advertising/banners under the below conditions:
- (a) A minimum of 75% of revenue obtained shall be directed to improvements at the Ice Facility.
 - (b) Sponsoring agency must be appropriate for families.
 - (c) Any naming rights to the Ice Facility must obtain approval from the Board of Park Commissioners and De Pere Common Council.
 - (d) A summary must be provided in the year-end report of all donations received, advertising/banner provided, and amount of funding allocated to the Ice Facility, and which improvement it was allocated to.
 - (e) Any agreement with a donor cannot exceed the end of the Lease Agreement without authorization from the Board of Park Commissioners and De Pere Common Council. The end of the Lease Agreement shall be considered the end of a five (5) year agreement.

10. EASEMENTS

- 10.01 This Agreement is subject to all easements of record.
- 10.02 The City shall grant utility easements as necessary to the successors in interest to Lessee. Lessee unit, body and court lawfully exercising authority over the Ice Facility, its operation, and use.

11. COMPLIANCE WITH LAWS

- 11.01 The Lessee shall at all times, fully comply with and obey each and every applicable rule, regulation, law, ordinance, statute and order or any government.

12. MISCELLANEOUS

- 12.01 This Agreement shall be binding upon the parties hereto and their respective successors in interest.
- 12.02 This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- 12.03 This Agreement shall not be assigned nor conveyed, nor any of Lessee's obligations transferred by Lessee to any person without prior written approval from the City.

13. DEFAULT

- 13.01 Events of Default and Remedies. If Lessee:

- (a) shall neglect or fail to pay any Management Fee within 30 days after such payment has become due and payable; or
- (b) defaults in the performance of any term, provision, covenant, or condition on its part to be performed hereunder; or
- (c) fails to operate the Ice Facility in a fiscally responsible manner; or
- (d) materially breaches or breaks any of the covenants, obligations, terms, conditions or promises contained herein or shall willfully or maliciously do injury to any City property, operations or purposes the City shall have the right, in its sole discretion and operation, to forthwith terminate and void this Agreement and all rights of the Lessee hereunder without notice, unless Lessee shall have cured or caused to be cured such default or with respect to any obligation to operate, maintain, replace, or repair, shall have commenced and be diligently pursuing such cure within thirty (30) days after written demand, the City may exercise any one or more of the following remedies;
 - (1) City may terminate this Lease and exclude Lessee from possession of the Leased Property;
 - (2) City may use its efforts to lease the Leased Property at current market rental rates to another developer, holding Lessee liable for all rentals and other payments due up to the effective date of the new leasing and the excess, if any, of the rent and other amounts payable by Lessee under this Lease over the rents and other amounts which are payable under the new lease;

- (3) City may declare all rentals, payments, amounts, and fees due hereunder to become due and immediately owing and to accelerate payment thereof;
- (4) City may apply to any court of competent jurisdiction for appointment of a receiver or a trustee for one or more of the properties of lessee under this Lease or upon the Leased Property for the purpose of permitting the Leased Property to be operated and maintained for the purpose of paying the rental amounts and fees due under the Lease.

13.02 The rights and remedies in favor of the City hereunder shall be cumulative and non-exclusive of any other remedy to which the City may be entitled. As a result of any event of default hereunder, Lessee shall pay, as additional rent, all costs and expenses incurred by or on behalf of the City, including, without limitation, attorney fees and expenses therefore.

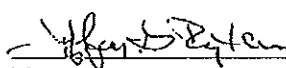
14. ENTIRE AGREEMENT

14.01 This Agreement constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the 5th day of April, 2012.

BROWN COUNTY ICE
MANAGEMENT, INC.

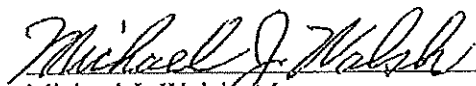
By:

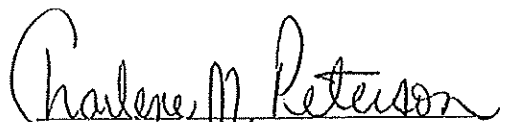

Name: JEFFREY S. RYTHUR
Title: Secretary


Name: ALAN C. HICKS
Title: VICE PRESIDENT

CITY OF DE PERE

By:


Michael J. Walsh, Mayor


Charlene M. Peterson, Clerk-Treasurer

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City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #14-133, Authorizing License Agreement and System Support Agreement Between Titan Public Safety Solutions, L.L.C. and the City of De Pere.

Since at least 2002, the Municipal Court has used the TiPSS software for municipal court records and reporting requirements. In 2002, TiPSS provided the City with License and System Support Agreements which were never finalized after the City provided TiPSS with comments/requests for changes to the documents.

In 2014, TiPSS provided the Municipal Court with updated versions of these agreements. Representatives of TiPSS and the law department have negotiated certain changes to the standard agreements. Municipal Court Clerk Sherry Linzmeier reports she has been very pleased with the TiPSS product and the customer service provided by the company. It is recommended that the License and System Support agreements be approved.

cc: Judge David J. Matyas
Sherry Linzmeier

ATTACHMENTS:

- Reso14-133 (DOCX)
- TiPSS Support Agreement (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-133

AUTHORIZING LICENSE AGREEMENT AND SYSTEM SUPPORT AGREEMENT
BETWEEN TITAN PUBLIC SAFETY SOLUTIONS, L.L.C. AND THE CITY OF DE PERE

WHEREAS, the Municipal Court uses Titan Public Safety Solutions, L.L.C. (TiPSS) software for municipal court records and reporting requirements; and

WHEREAS, Municipal Court wishes to continue to utilize the licensed software and allow TiPSS to maintain and support the software according to the terms and conditions in the attached License Agreement and System Support Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the attached License Agreement and System Support Agreement with Titan Public Safety Solutions, L.L.C.

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 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-133 (2950 : Resolution #14-133, Authorizing System Support and License Agreements with TiPSS)

SYSTEM SUPPORT AGREEMENT

Titan Public Safety Solutions L.L.C.

And

City of DePere

This is an AGREEMENT between:

TITAN PUBLIC SAFETY SOLUTIONS, L.L.C., with its principal office at 5325 Wall Street, Suite 2000, Madison, WI 53718 (“TiPSS”)

And

CITY OF DEPERE, with its office at 335 South Broadway, DePere, WI 54115 (“Customer”).

TiPSS and Customer have entered into a License Agreement as of December 16, 2014 with respect to the Use of the Licensed Products and Customer’s obligation to maintain the secrecy of Confidential Information (as these and other capitalized terms are defined in the License Agreement); and Customer also desires to secure maintenance and support services from TiPSS for the Licensed Products.

Attachment: TiPSS Support Agreement (2950 : Resolution #14-133, Authorizing System Support and License Agreements with TiPSS)

SYSTEM SUPPORT AGREEMENT

Recitals

WHEREAS, TiPSS owns all title, right and interest in and to certain proprietary computer software programs under the trademark “TiPSS” (hereinafter the “TiPSS Software”) subject to the rights granted to Customer under the License Agreement;

WHEREAS, Customer desires to engage TiPSS to maintain and support the TiPSS Software and TiPSS agrees to accept such engagement subject to the terms and conditions set forth below.

NOW, THEREFOR, in consideration of the mutual covenants, representations, warranties and agreements and the conditions set forth in this Agreement, the Customer and TiPSS hereby agree as follows:

Licensing Agreement

Customer hereby agrees and acknowledges that under the terms of the License Agreement TiPSS, LLC granted the Customer a personal, non-exclusive and non-transferable to use the TiPSS Software in the United States. Customer further agrees and acknowledges that TiPSS shall be permitted to invoke or exercise all rights, privileges, benefits and remedies of any kind possessed under the Licensing Agreement. TiPSS further agrees and acknowledges that Customer shall be permitted to invoke or exercise all rights, privileges, benefits and remedies of any kind granted under the Licensing Agreement.

1. Definitions and Interpretations

1.1 In this Agreement the following expressions shall have the following meanings:

“Program Fix(es)” shall mean minor corrections to the software in an effort to correct Errors, Malfunctions, or Defects therein. Such Program Fixes shall become part of the software.

“Errors, Malfunctions, or Defects” are defined as the failure or inability of the software to perform material functions when it is used on the computer system meeting the specifications listed in Exhibit A. It includes any defect in code or program architecture that prevents the software from meeting the functionality specifications as identified in the manual(s).

“Program Enhancements” means new versions of or additions to the software, developed by TiPSS at the request of customer, which add to or alter the functions(s) of the software. Such Program Enhancements shall become part of the software.

“Casual Consulting” means technical advice and assistance on the interpretation of documentation or guidance on the use of the software, provided via telephone during normal TiPSS working hours. Casual Consulting does not include those items excluded in clause 3.8.

“Program Upgrades” means new versions of or additions to the software by TiPSS, which improve its operating performance but do not alter its basic functions(s). Such Program Upgrades shall become part of the software.

“Change Control Request” means a request in writing from the Customer to TiPSS, requesting Program Fix(es) and/or Program Enhancements.

“Commencement Date” means the date of this Agreement.

“Designated Premises” means the physical location where support and maintenance will be performed; including the City of DePere, its Municipal Court, and at the building where the Customer’s server(s) may be located at from time to time.

“Data” means that information which is input to or stored on the System by the Customer.

“On-site” means preparation time, travel time, and time on the Designated Premises.

“Maintenance Services” means technical assistance regarding the Licensed Software, its functionality, databases, operations, utilities, and supporting documentation. Problems must be submitted to the TiPSS office via email or via phone with a TiPSS representative during regular working hours.

“Software” means the proprietary computer programming, related program fixes, program enhancements, and/or program upgrades.

“Documentation” means instructions, specifications, guides, manuals, and other related materials.

1.2 For the purposes of interpretation and construction of this Agreement:

1.2.1 Words importing one gender include the others: and

1.2.2 Words importing the singular or plural number include the plural and singular number respectively.

2. Term

This Agreement commences on the Commencement Date and shall remain in force until terminated. Exhibit B sets forth the variable terms of the agreement and will be re-issued on January 1 of every year in which support services are provided by TiPSS.

3. Scope of Services

3.1 TiPSS will provide Maintenance Services during the hours specified in Exhibit B.

3.2 If required, calls will be assigned a level of severity and will be responded to in order of priority, as follows:

Emergency	The Software is not responding. The customer is unable to enter or process any Data.
-----------	--

Critical	The Software is not responding accurately and consistently. The customer is able to enter Data and complete processing in some module(s) but not consistently.
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Non-Critical The Customer is able to enter Data and complete processing with the exception of some reports, queries, or non-critical functions.

- 3.3 Services shall be provided in a timely manner and shall be provided either at Customer's site or at such other location designated by TiPSS.
- 3.4 TiPSS shall make all reasonable efforts to attempt to accomplish a designated task and provide Program Fix(es). In this regard, Customer shall advise TiPSS of the necessity of a Program Fix using the Change Control Request procedures, detailed in Exhibit C, specifying with particularity the Errors, Malfunctions, and Defects found in the systems.
- 3.5 TiPSS shall provide Program Upgrades, to purchased TiPSS products, from time to time at its discretion and at no additional cost to the Customer. Program Upgrades may contain a new version of the software. In such a case, the new version shall be deemed the current version of the software TiPSS is obligated to support and maintain in accordance with the terms and conditions of this Agreement. Customer is under no obligation to accept a new version of the software, but TiPSS may, in its sole discretion, discontinue supporting and maintaining such earlier versions of the software. Should the Customer choose to decline updates, support services may be terminated by either party.
- 3.6 TiPSS shall provide Customer with new versions of Documentation, from time to time, as they become available.
- 3.7 Maintenance Services not covered under the System Support Agreement may be provided, at the Customer's request, at the then current hourly rate, or at another rate or fixed or not-to-exceed price as otherwise mutually agreed upon. The current hourly rate (for 2014) is \$150.00 per billable hour; rates may be adjusted annually as circumstances dictate, up to a maximum rate increase of 10% per annum. These services do not include service where a defect is caused by:
 - 3.7.1 improper use (defined as unauthorized, malicious, or illegal use of the Software; normal and/or routine unintentional errors are not considered to be improper use); or
 - 3.7.2 failure by the Customer to provided a suitable physical environment; or
 - 3.7.3 alterations, amendments or attachments to the System which directly affects the daily operation of TiPSS applications programs, which have not been approved in writing by TiPSS, or
 - 3.7.4 fire, flood, lightning, earthquake and any other events over which TiPSS has no control; or
 - 3.7.5 service work not performed or approved by TiPSS, excluding the Customer's routine network maintenance and back-up procedures.
- 3.8 TiPSS shall furnish the Customer with Casual Consulting requested by Customer. The following items, among others, are specifically excluded from Casual Consulting:
 - 3.8.1 interpretations of program results, such as, for example, arrest and conviction results and demographic data (but not error messages or other similar messages or actions related to the software's operation); or
 - 3.8.2 assistance with computer hardware and peripheral related questions not related to the use of the software; or

- 3.8.3 assistance with computer operation system questions not directly pertinent to the software; or
- 3.8.4 Data debugging and/or correcting; or
- 3.8.5 Program Enhancements requested by customers; or
- 3.8.6 conversion of Data to upgraded versions of Licensed Products or other vendor products; or
- 3.8.7 installation of upgrades on-site; or
- 3.8.8 customer training either initial or refresher; or
- 3.8.9 services necessitated as a result of other than ordinary and proper use by the Customer of the software, including but not limited to neglect, abuse, unauthorized modification, unauthorized maintenance, or electrical, fire, water or other damage; or
- 3.8.10 moving database from one server to another.

4. Charges and Payments

- 4.1 Customer agrees to pay TiPSS such annual system support fees as are set forth on Exhibit D hereto, which are incorporated herein by reference. The prorated annual fee for support of the software shall be billable on the date of installation of the software by TiPSS, and thereafter on a calendar year basis.
- 4.2 The initial annual support fees shall be due and payable upon acceptance of the software and submission of an invoice from TiPSS. Support charges for subsequent years will be due on January 31st of that year. Customers who have not paid their annual support fees within the above stated time frame shall not be eligible to receive such support services from TiPSS unless alternate arrangements have been made previously with TiPSS. Disputed invoices will not be considered delinquent until thirty days after the issue is resolved.
- 4.3 Customer shall additionally reimburse TiPSS for services provided by TiPSS at the Customer's site in accordance with the following:
 - 4.3.1 day rate: For each day or portion thereof that TiPSS provides On-site assistance, Customer shall be charged at the then current rate, (2014 rate is \$1,200.00 per day; rates may be adjusted annually as circumstances dictate, up to a maximum rate increase of 10% per annum); and
 - 4.3.2 food and lodging expenses: Customer shall be charged at cost for all reasonable food and lodging expenses, with lodging expenses only applicable in the event of a concurrent multiple day visit, incurred by TiPSS in connection with provision of assistance at the Customer's site; and
 - 4.3.3 travel expenses: Customer shall be charged at cost for all reasonable direct travel expenses (including without limitation rental car, mileage at the then current IRS rate per mile, other ground transportation and baggage costs) incurred by TiPSS in connection with provision of On-site assistance.

5. Responsibilities of the Parties

The Customer

- 5.1 The Customer shall give TiPSS reasonable access to and use of the general facilities and services of the Designated Premises in order to enable TiPSS to perform its obligations under this Agreement.
- 5.2 Internet Support: The Customer shall make available remote telecommunications access to the System as required by TiPSS, via TeamViewer or another such program mutually agreed upon to enable services to be performed under this Agreement. Failure to install such will result in additional charges. The Customer shall initiate Internet support. The Customer and TiPSS will conduct a internet test once a year.
- 5.3 The Customer will appoint two appropriate and authorized persons from its staff to interface with TiPSS. The Customer will ensure that such staff is reasonably available to TiPSS as required for consultation and guidance with regard to all information, facilities and services reasonably required by TiPSS for the performance of its obligations under this Agreement.
- 5.4 The Customer will be responsible for any regular maintenance that is normally undertaken by the user or operator as described below:
 - 5.4.1 backing-up the Licensed Products on a regular basis and
 - 5.4.2 backing-up the Customer Data on a regular basis. TiPSS recommends Data backups be completed every 8 hours to minimize the impact of losing Data from the time the backup was executed to the time the backup is restored; and
 - 5.4.3 in consultation with TiPSS, updating all TiPSS software to current supported versions as accepted by Customer.
- 5.5 Before any service is provided, the Customer will follow the problem determination, problem analysis and service request procedures set out in the customer support procedures in Exhibit C.
- 5.6 The customer will provide TiPSS with information, documentation, technical assistance from the Customer's hardware/network provider, and access to the computer system, as is reasonable and practical. If the customer fails to provide the foregoing, the service provider is released from its obligations to perform under the agreement.

TiPSS

- 5.7 Telephone Support: TiPSS will provide telephone support for questions and problems relating to the product as stated in Section 3 during the hours of availability identified in Exhibit B. This service is intended for experienced system users and is not to be used in lieu of customer training. TiPSS will retain a Customer Support Representative responsible for responding to Customer's request for support and problem resolution in a timely manner. If the Customer Support Representative feels a Customer is abusing their services, TiPSS will notify the Customer in writing and suggest appropriate training, on-site assistance or other alternatives to meet the Customer's needs.
- 5.8 TiPSS will thoroughly investigate the problems reported by the Customer. If the problem is the result of Errors, Malfunctions, or Defects, TiPSS will take reasonable steps to correct the problem. The Customer Support Representative will provide a solution, the determination that further research is required and the required research to achieve a

solution, or confirmation that the software works per design specifications, which is mutually agreeable.

- 5.9 Hardware Support and Operating Systems. As stated in provisions 3.8.2 and 3.8.3. questions regarding hardware installation, support, or maintenance are NOT covered under this Agreement.

6. Proprietary Rights

TiPSS shall own the entire right, title and interest in and for all program corrections and programs, information and work product conceived, created or developed, by TiPSS alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of the maintenance fees and taxes herein provided, TiPSS hereby grants to Customer a nonexclusive license to use that portion of such corrections, programs, information and work product that TiPSS actually delivers to Customer pursuant to this Agreement. Nothing in this section shall be construed to affect Customer's rights in information or work product acquired or developed by Customer without assistance from TiPSS.

7. Negotiation of Warranties

THE SERVICES PROVIDED BY TiPSS UNDER THIS AGREEMENT SHALL BE PROFESSIONAL AND DILIGENT. NOTWITHSTANDING THE FOREGOING, TiPSS DOES NOT WARRANT THAT THE PROVISION OF ITS SERVICES WILL PRODUCE ANY PARTICULAR RESULT OR RESULT IN THE ELIMINATION OF ALL ERRORS, MALFUNCTIONS AND/OR DEFECTS WHICH MAY ARISE IN THE FUTURE WITH RESPECT TO THE CUSTOMER'S USE OF THE LICENSED PRODUCTS.

EXCEPT AS SET FORTH ABOVE, TiPSS PROVIDES THE SERVICES UNDER THIS AGREEMENT ON AN "AS IS" BASIS AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREIN.

8. Confidential Information

Customer acknowledges that the Licensed Products are unique and valuable and proprietary to TiPSS, and to the extent as set forth in the License Agreement accordingly agrees to hold in confidence the Confidential Information embodied therein and not to disclose, or permit disclosure of such Confidential Information to anyone. It is expressly understood and agreed that, to the extent as set forth in the License Agreement, Customer's obligations to keep the confidential Information confidential shall continue even after the termination, for any reason, of this Agreement or any provision hereof.

9. Limitation of Liability

- 9.1** TiPSS' liability for damages arising under this Agreement based upon the services TiPSS provides to Customer shall be limited to the fees paid to TiPSS by Customer under this Agreement. EXCEPT AS DESCRIBED IN THE PREVIOUS

SENTENCE, TiPSS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO THE SERVICES PERFORMED BY TiPSS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA OR SOFTWARE, INABILITY OF TiPSS TO CORRECT ANY ERRORS, MALFUNCTIONS AND DEFECTS IN THE SOFTWARE, OR DELAY OF TiPSS IN PERFORMING ANY SERVICES HEREUNDER.

- 9.2** THE FOREGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO ANY INFRINGEMENT CLAIM WHICH ARISES SOLELY FROM THE SERVICES WHICH TiPSS PROVIDES TO CUSTOMER UNDER THIS AGREEMENT. FURTHER, THESE LIMITATIONS ON LIABILITY SHALL NOT APPLY TO ANY DAMAGES CAUSED BY TiPSS TO ANY PERSONS OR PROPERTY OF CUSTOMER TO THE EXTENT OF ANY INSURANCE PROCEEDS AVAILABLE UNDER ANY INSURANCE POLICY CARRIED BY TiPSS.
- 9.3** IN NO EVENT SHALL TiPSS BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF TiPSS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF OR KNEW OR SHOULD HAVE KNOWN.

10. Termination

- 10.1** Either party may terminate this Agreement, during the covered period; by giving the other party ninety (90) days written notice.
- 10.2** In addition, this Agreement shall terminate 30 days after non-payment of the annual system support fee as required per section 4.2, except that TiPSS may extend this time frame at their discretion. Any pre-paid and unused System Support fee will be pro-rated and returned within 60 days of final Termination.
- 10.3** If customer does not renew or cancels the support agreement with TiPSS and desires to renew at a later date, certain requirements must be met. Before reinstating, Customer will pay a reinstatement fee equal to 50% of that current year's rate for that product's License Fee. The Customer will also be charged a prorated share of the current year support charges for the remainder of that calendar year.

11. Miscellaneous

- 11.1** Neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise transferable by Customer, in whole or in part, except in connection with a sale of Customer's business.
- 11.2** The rights of TiPSS and the obligations of Customer hereunder shall inure to the benefit of TiPSS's nominees, successors and assigns, and shall be binding upon Customer and its heirs, assigns and legal representatives.
- 11.3** This Agreement shall be construed in accordance with the laws of the State of Wisconsin. In the event of a dispute arising under this Agreement, venue shall be proper only in Circuit Court and both parties waive any right to commence or prosecute an action in any other forum.

- 11.4 This Agreement and the Exhibits hereto, contain the entire understanding of the parties respecting the subject matter hereof and supersedes all previous verbal and written agreements. This Agreement may not be modified except in writing, expressly to modify this Agreement and signed by the party against whom enforcement of the change is sought.
- 11.5 No term or provision of this Agreement shall be deemed waived by either party, nor breach excused by such party, unless such waiver or excuse is in writing and signed by such party. No consent by either party to, or waiver by either party of, a breach by the other party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other different or subsequent breach by such other party.
- 11.6 If any provision of this Agreement shall be deemed illegal or unenforceable, such illegality or unenforceability shall not affect the validity or enforceability of any legal and enforceable provision hereof.

EXECUTED as an Agreement on the date written above.

CITY OF DePERE

TITAN PUBLIC SAFETY SOLUTIONS, LLC

Signature of Authorized Representative

Signature of Authorized Representative

Name (type or print)

Melanie Gebauer, MBA
Name (type or print)

Title

Member
Title

Date

Date

Exhibit A

TiPSS Software Products

Minimum Hardware and Software Requirements

(Subject to change)

Minimum Software/Hardware Requirements (subject to change)

- **Workstation Requirements (Minimum)**
 - Windows Vista[®], Windows 7[®] or Windows 8[®]
 - 1 GHz Processor
 - 256 MB RAM
 - 30 GB hard drive
 - A CD or DVD drive, as appropriate, is required for installation from disc
 - Touch Screen Monitor (optional for TiPSSCashRegister)
- **Additional Hardware requirements**
 - A reliable backup system
 - Scanner, digital camera, or photo disk (TiPSSImaging only)
 - High Speed Internet Connection
 - 32 bit or 64 bit processor (workstations or server)
- **Receipt/validation Printers Recommendations**
 - Epson TM-U220D USB (Receipt Only)
 - Epson TM-U325 USB (Receipt and Validation)
 - Epson TM-T88V, thermal printer
- **Server Recommendations**

Server configurations may vary; minimum requirements are for a dedicated server for the WIJIS interface only. Agencies sharing workloads with other software or operating in a virtual environment should judge CPU size accordingly.

 - Pentium 42 3.0 Ghz CPU or better
 - IIS 7 or higher
 - 2 GB Ram
 - 80 GB hard drive
- **Network Requirements if applicable (must have the latest Internet Explorer[®] and Service Packs)**
 - Windows2005[®] or newer version
 - Peer-to-Peer (One workstation must be Windows Vista[®], Windows 7[®] or Windows 8[®])
- **Third Party Software Requirements**
 - MSWord 2003[®] or newer version (each workstation)
 - MSEExcel 2003[®] or newer version (1 workstation)
 - MS SQL Express 2005[®] or newer version (for less than 4 Workstations)
 - MS SQL Server 2005[®] or newer version (for 4+ Workstations or multi-jurisdictional courts)
 - TeamViewer 6[®] (no charge) for remote support

Please be sure to contact TiPSS prior to updating your workstations, networks, and/or printers. Discussing these changes prior to making them can reduce frustrations and limit your downtime.

Exhibit B

Annual Support Schedule

Period Covered: January 1, 2014 – December 31, 2014

Hours of Availability

TiPSS Customer Support Staff are available to answer customer questions and provide assistance. In the event that Customer Support Staff are not able to respond to all calls as received, calls will be handled in the order of problem severity.

Support Hours:

8:00 a.m. to 5:00 p.m., CST, Monday
 8:00 a.m. to 5:00 p.m., CST, Tuesday
 8:00 a.m. to 5:00 p.m., CST, Wednesday
 8:00 a.m. to 5:00 p.m., CST, Thursday, or until 7:00 p.m. with appointment
 8:00 a.m. to 5:00 p.m., CST, Friday

Support Holidays: (TiPSS Office will be closed)

New Year's Day – Wednesday, January 1, 2014
 Good Friday – Friday, April 18, 2014
 Memorial Day – Monday, May 26, 2014
 Independence Day – Friday, July 4, 2014
 Labor Day – Monday, September 1, 2014
 Thanksgiving – Thursday & Friday, November 27-28, 2014
 Christmas – Wednesday & Thursday, December 24-25, 2014
 New Year's Eve – Wednesday, December 31, 2014

Telephone and FAX Numbers

TiPSS Telephone Number: 1-608-244-1500
 TiPSS Toll Free Support Number: 1-877-241-3877
 TiPSS Fax Number: 1-608-244-1504
 TiPSS Email Address: support@tipssllc.com
 Web Page: www.tipssllc.com

Not included in the Annual System Support Fee

- ✓ Moving the database from one server to another. There is an additional fee for this service which needs to be scheduled in advance.
- ✓ Additional printed manuals. Manuals can be purchased or downloaded from the TiPSS website for free.
- ✓ Support of Third Party Software products (e.g. MS Excel, MS Word, etc.)
- ✓ Setting up backup file procedures.
- ✓ Restoring data from backup.
- ✓ Customer training either initial or refresher.

Exhibit C

Customer Support Procedures

Period Covered: January 1, 2014 – December 31, 2014

Customer Support Procedures

Please help us assist you by following the guidelines below:

- ◆ Be prepared to discuss your problem
- ◆ Do your research ahead of time
- ◆ Be familiar with the TiPSS software
- ◆ Be familiar with your local system and procedures
- ◆ Know all passwords to your system
- ◆ Know how to make connection with the modem
- ◆ Know your software and Data backup and restore procedures
- ◆ Perform backups on a regular basis
- ◆ Write down any error messages you receive
- ◆ Be prepared to duplicate the problem you are having

Change Control Procedures

Please submit request for modification and/or non-critical support problems in writing. This allows us to log, prioritize, and monitor the status of your request.

Some request may be covered under your routine System Support Agreement. If it is covered, we will provide you, in writing, the anticipated release number and estimated shipment date that contains the enhancements/modifications.

Other requests may be for Custom Program Enhancements, conversions to other software vendor products, interfaces with other vendors, refresher customer training, and/or installation of new modules, TiPSS software setup and re-configuration, or additional module licenses. If your request is for any of the services mentioned above, please indicate that you would like a price quote. Price quotes will be provided within 10 working days of TiPSS receiving the Change Control Request form.

Exhibit D

Customer Support Charges

Period Covered: January 1, 2014 – December 31, 2014

PRODUCT	2014 Support Charges
Annual Support Charges <i>TiPSSCourts – 1 full-access Workstation, 1 receipt-only Workstation, 1 view-only workstation</i>	2,810.00
Annual Support Charges <i>TiPSSDOT Interface</i>	378.00
Annual Support Charges <i>TiPSSTax Intercept Interface</i>	467.00
Annual Support Charges <i>TiPSSTraCS/Court Interface</i>	591.00
GRAND TOTAL – 2014 Support	4,246.00

Note 1: Annual support charges for 2014 have been paid in full by Customer.

Note 2: Support Charge rates shall not increase by more than 3-5% annually.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #14-134, Revising Sewer Service Rates (December 2014).

The Board of Public Works on December, 8, 2014 reviewed the 2014-2015 Sewer Rate Study prepared by Schenck SC and made the recommendation to increase the volume charge for the coming year to \$1.366 per 1,000 gallons, i.e. an 8.62% increase.

ATTACHMENTS:

- Reso14-134 (DOCX)
- Memo(PDF)
- Wastewater Utility Proposed Rates Exhibit A (PDF)
- Preliminary Draft (PDF)

RESULT:	ADOPTED [5 TO 1]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck
NAYS:	Lisa Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-134

REVISING SEWER SERVICE RATES
(December 2014)

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 (or Exhibit B, if modified) is hereby approved and adopted by the Common Council for:

- (1) general sewer billings due on and after April 20, 2015; and
- (2) industrial sewer billings for service effective January 1, 2015.

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 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-134 (2925 : Resolution #14-134, Revising Sewer Service Rates (December 2014).)

To: Honorable Mayor and Members of Public Works Committee
From: Joe Zegers, Finance Director
Date: December 5, 2014
Subject: 2014-2015 Sewer Rate Study

I have attached the Wastewater Rate Study prepared by Schenck for your consideration for the December 8, 2014 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 rates by approximately 12 1/2%.

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 2014. The statements reflect the rate increase for billings to the paper mill customers beginning with their January 2015 invoice since they are billed monthly. The analysis indicates that an estimated \$217,057 surplus for 2014 and a projected \$208,509 surplus for 2015. The 2015 estimated figures account for the GBMSD treatment rate increase of 12 1/2% which we will pass on to our general and paper mill customers beginning January 1st, 2015. The largest part of the increase was roughly 18% for the treatment of BOD's which particularly effects our industrial customers.

The model with the increased 2015 City rate increase shows the need to increase our general customer rate for an **average** quarterly residential bill by \$7.90 from \$108.07 to \$115.97 for the 1st quarter of 2015 which is shown on page 5 of the report. This is a 7.31% increase from the prior 2014 rates. The report also shows on page 6 & 7 the increases for the three operating paper mills. The new rates directly pass on the GBMSD treatment and daily monitoring rates to the paper mills and also include a treatment administrative fee of \$12,600 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 ranges from 10.27% to 14.54 % from the 2014 rates and are larger due to the larger BOD treatment increase.

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 2015. The study incorporates the rates included the GBMSD budget which was adjusted from their preliminary budget and approved yesterday on December 4th, 2014. The GBMSD budget revised rates are attached for your review and includes an increased fixed charge rate of 11.76% or \$104,034 to \$988,653 for 2015 for the City of De Pere of which \$355,915 is allocated to general customer billings on a quarterly basis and \$632,738 to our industrial customers on a monthly basis as seen on page 1 of the report.

You will also find an additional page at the end of the attachment of a calculation of the additional increase needed on the water bills to generate additional cash to address our cash deficit situation that has been noted in the audit management letter over the last few years. The table shows the additional percent increase above the 7.31% indicated in the study that would be

required to generate additional cash in \$50,000 increments. This is presented for your review and consideration if you want to propose raising the sewer rates to further address the cash deficit situation. The cash deficit at December 31, 2013 was \$843,251 which would be reduced by the projected 2014 and 2015 results on page 1 of the report but still in a projected deficit position of over \$400,000 at December 31, 2015.

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 9th.

CITY OF DEPERE
WASTEWATER UTILITY
PROPOSED RATES
DECEMBER 2014

**City of DePere Wastewater Utility
Proposed Rates
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Proposed Rate Increase - Paper Mill Summary	6
Proposed Rate Increase - Paper Mill Average Bills	7

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

			with increase	
			Actual	Estimated
			2012	2015
PROJECTED OPERATING STATEMENTS				
Revenues				
User charges - general customers	\$	3,153,321	\$	3,477,117
User charges- paper mills			\$	3,964,213
GBMSD treatment charges		3,671,017		4,313,075
Fixed administrative charges		-		4,081,665
Collection charges - variable		157,205		37,800
Forfeited discounts		35,511		143,000
Total Revenues		7,017,054		8,617,540
Expenses and Other Uses				
Treatment charges				
General customers		1,822,460		1,998,260
Paper mills - pass through		3,671,017		4,397,695
Fixed Charge				
General customers		-		324,411
Paper mills - pass through		-		560,108
Operation and maintenance		739,106		791,162
Major maintenance projects		300,000		768,259
Sewer share of meter reading expenses		121,429		300,000
Capital replacement outlay		430,042		130,741
Future principal and interest payments		-		134,663
GBMSD annual debt service requirements		-		450,000
Total Expenses and Other Uses		7,084,054		8,359,031
Excess Revenues (Expenses)	\$	(67,000)	\$	258,509
			\$	217,057

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

GENERAL CUSTOMERS

Costs to be recovered:

Treatment charges

Fixed portion allocated to variable

Totals

2015 Estimated	
Fixed	Variable
355,915	1,994,534
(214,000)	214,000
<u>\$ 141,915</u>	<u>\$ 2,208,534</u>

FIXED CHARGES - GENERAL CUSTOMERS

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,367	1.00	\$ 3.15	\$ 12.60	\$ 105,424
1"	134	2.50	7.88	31.50	4,221
1 1/2"	117	5.00	15.75	63.00	7,371
2"	84	8.00	25.20	100.80	8,467
3"	45	15.00	47.25	189.00	8,505
4"	22	45.00	141.75	567.00	12,474
	<u>8,769</u>				<u>\$ 146,462</u>

VARIABLE CHARGES - GENERAL CUSTOMERS

Metered Water Flow

Actual 2013	Projected 2014	Estimated 2015
-------------	----------------	----------------

Water Gallons Sold

489,948,200 495,000,000 495,000,000

Proposed Treatment Rate - General Customers

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

Variable Costs

\$ 4.45 495,000,000 \$ 2,202,750

PAPER MILLS

Actual 2012	Actual 2013	Projected 2014	Estimated 2015
-------------	-------------	----------------	----------------

Actual Expenses

Wastewater treatment charges

Paper Mills- variable charge

Paper Mills- fixed charge

\$ 3,671,017 \$ 4,397,695 \$ 3,388,195 \$ 3,448,927
\$ 560,108 \$ 632,738

Treatment Rates - Paper Mills

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

The total annual fixed treatment charge of \$632,738 will be allocated to the paper mills based upon actual units each month

Treatment Fixed Administrative Fee

Allocation of Costs

Allocation of 10% of 2015 budgeted administrative costs - total \$380,000

Charged equally to each paper mill- rate of \$1,050 per month

\$ 37,800

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

PROJECTED EXPENSES AND OTHER USES

	Actual 2012	Actual 2013	Projected 2014	Projected 2015	Allocation of Expenses	
					Fixed	Variable
Operation and maintenance	\$ 739,106	\$ 1,091,162	\$ 1,068,259	\$ 1,091,337	\$ 450,000	\$ 641,337
Sewer share of meter reading expenses	121,429	116,711	130,741	134,663	134,663	-
Capital replacement outlay	430,042	300,000	384,642	450,000	450,000	-
Future principal and interest payments	-	-	-	50,000	50,000	-
GBMSD annual debt service requirements	-	31,275	200,917	200,917	200,917	-
Less: Fixed charges allocated to treatment	-	(36,000)	(36,000)	(37,800)	(37,800)	-
Total Expenses and Other Uses	<u>\$ 1,290,577</u>	<u>\$ 1,503,148</u>	<u>\$ 1,748,559</u>	<u>\$ 1,889,117</u>	<u>\$ 1,247,780</u>	<u>\$ 641,337</u>

REVENUE REQUIREMENT- COLLECTION SYSTEM

Expenditures and Other Uses

Recovered through fixed charges to general customers	\$ 1,247,780
Recovered through volume charges to all customers	641,337
Total Revenue Requirement - Collection System	<u>\$ 1,889,117</u>

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

FIXED CHARGES - GENERAL CUSTOMERS

	2015 Estimated
Costs to be recovered:	
Operation and maintenance - fixed portion	450,000
Sewer share of meter reading expenses	134,663
Capital replacement outlay	450,000
GBMSD annual debt service requirements	200,917
Future principal and interest payments	50,000
Less: Fixed charges allocated to treatment	(37,800)
Total	\$ 1,247,780

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,367	1.00	\$ 27.00	\$ 108.00	\$ 903,636
1"	134	2.50	67.50	270.00	36,180
1 1/2"	117	5.00	135.00	540.00	63,180
2"	84	8.00	216.00	864.00	72,576
3"	45	15.00	405.00	1,620.00	72,900
4"	22	45.00	1,215.00	4,860.00	106,920
	8,769				\$ 1,255,392

FIXED CHARGE - PAPER MILLS

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

VOLUME CHARGE- ALL CUSTOMERS

	2014 Estimated
Costs to be Recovered	
Operation and maintenance - variable portion	\$ 641,337
Less: Allocated to customers where calculated charges exceed 15% of revenue requirement	(96,200)
Additional deficit recovery charge	180,000
Net to be Recovered through Volume Charges	\$ 725,137

Gallons sold and wastewater flows

	2014 Estimated
General customers- water gallons sold	495,000,000
Paper Mills with < 15% (wastewater)	36,000,000
Total	531,000,000

Proposed Rates

	Proposed Rate	Billable Flows	Recovery of Costs
Variable Costs	\$ 1.366	531,000,000	\$ 725,346

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

WASTEWATER RATES

Current Rates		
Volume charge- treatment		
Treatment	\$4.13/ thousand gallons	
Treatment Fixed charge- quarterly		
3/4"	\$	2.50
1"		6.25
1 1/2"		12.50
2"		20.00
3"		37.50
4"		112.50
Volume charge- collection -quarterly		
Collection	\$1.178/ thousand gallons	
Collection Fixed charge - quarterly		
3/4"	\$	25.95
1"		64.88
1 1/2"		129.75
2"		207.60
3"		389.25
4"		1,167.75

Proposed Rates - 2015		
Volume charge- treatment		
Treatment	\$4.45/ thousand gallons	
Treatment Fixed charge- quarterly		
3/4"	\$	3.15
1"		7.88
1 1/2"		15.75
2"		25.20
3"		47.25
4"		141.75
Volume charge- collection -quarterly		
Collection	\$1.366/ thousand gallons	
Collection Fixed charge- quarterly		
3/4"	\$	27.00
1"		67.50
1 1/2"		135.00
2"		216.00
3"		405.00
4"		1,215.00

AVERAGE RESIDENTIAL BILL

	In thousand gallons					
	Per Year	Per Quarter				
Average water use	60.00	15.00				
	Current Rates		Proposed Rates - 2015		Quarterly Increase	
	Per Year	Per Quarter	Per Year	Per Quarter		
Wastewater	\$ 432.28	\$ 108.07	\$ 469.56	\$ 117.39	\$ 9.32	

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

COLLECTION RATES

Current Rates	Proposed Rates - 2015
Volume charge- collection- monthly	Volume charge- collection- monthly
Collection \$1.178/ thousand gallons	Collection \$1.366/ thousand gallons
Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2014: \$92,739	Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2015: \$96,200
GBMSD Daily Monitoring Fixed Charge- monthly	GBMSD Daily Monitoring Fixed Charge- monthly
Direct pass-through from GBMSD \$3,000 per month estimate	Direct pass-through from GBMSD \$3,000 per month estimate

TREATMENT RATES

Administrative fee

City of DePere - Fixed Treatment Administrative Fee	City of DePere - Fixed Treatment Administrative Fee
\$1,000 per month	\$1,050 per month

Variable rates

GBMSD unit charges - pass through	GBMSD unit charges - pass through
Flow \$.76333/ thousand gallons	Flow \$.80448/ thousand gallons
BOD \$0.33466/ pound	BOD \$0.39331/ pound
TSS \$0.29867/ pound	TSS \$0.34822/ pound
Phosphorus \$0.62124/ pound	Phosphorus \$0.56768/ pound
TKN \$0.68741/ pound	TKN \$0.65358/ pound

Fixed rates

GBMSD fixed charge - pass through	GBMSD fixed charge - pass through
Allocated to Paper Mills based upon actual units each month	Allocated to Paper Mills based upon actual units each month
\$ 557,000	\$ 632,738

SONOCO US MILLS

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	39,526	3,294
BOD (in pounds)	1,343,345	111,945
TSS (in pounds)	375,898	31,325
Phosphorus (in pounds)	464	39
TKN (in pounds)	6,491	541

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 596,755	\$ 49,730
Treatment fixed charges	113,979	9,498
Treatment fixed administrative fee	12,000	1,000
Collection	46,562	3,880
GBMSD daily monitoring charge	36,000	3,000
Total	\$ 805,296	\$ 67,108

	Proposed Rates - 2015		Monthly Increase
	Per Year	Per Month	
	\$ 695,550	\$ 57,962	\$ 8,233
	128,000	10,667	1,168
	12,600	1,050	50
	53,983	4,499	619
	36,000	3,000	-
Total	\$ 926,142	\$ 77,179	\$ 10,071

EXPERA

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	401,253	33,438
BOD (in pounds)	1,967,964	163,997
TSS (in pounds)	373,452	31,121
Phosphorus (in pounds)	843	70
TKN (in pounds)	40,436	3,370

	Current Rates	
	Per Year	Per Month
Treatment	\$ 1,104,746	\$ 92,062
Treatment fixed charges	181,970	15,164
Treatment fixed administrative fee	12,000	1,000
Collection	92,739	7,728
GBMSD daily monitoring charge	36,000	3,000
Total	\$ 1,427,455	\$ 118,955

	Proposed Rates - 2015		Monthly Increase
	Per Year	Per Month	
	\$ 1,253,770	\$ 104,481	\$ 12,419
	206,000	17,167	2,003
	12,600	1,050	50
	96,200	8,017	288
	36,000	3,000	-
Total	\$ 1,604,570	\$ 133,714	\$ 14,760

FOX RIVER FIBER

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	351,488	29,291
BOD (in pounds)	1,800,000	150,000
TSS (in pounds)	977,887	81,491
Phosphorus (in pounds)	23,914	1,993
TKN (in pounds)	178,290	14,858

	Current Rates	
	Per Year	Per Month
Treatment	\$ 1,300,170	\$ 108,347
Treatment fixed charges	264,781	22,065
Treatment fixed administrative fee	12,000	1,000
Collection	-	-
GBMSD daily monitoring charge	-	-
Total	\$ 1,576,951	\$ 131,413

	Proposed Rates - 2015		Monthly Increase
	Per Year	Per Month	
	\$ 1,461,345	\$ 121,779	\$ 13,431
	265,000	22,083	18
	12,600	1,050	50
	-	-	-
	-	-	-
Total	\$ 1,738,945	\$ 144,912	\$ 13,500

NEW Water
Green Bay Metropolitan Sewerage District
2015 Budget - Adopted December 4, 2014

Municipal Rate Comparison

Parameter	2014 COS Rate	2015 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.76333	\$0.80448
Biochemical Oxygen Demand (LBS)	\$0.33466	\$0.39331
Suspended Solids (LBS)	\$0.29867	\$0.34822
Phosphorus (LBS)	\$0.62124	\$0.56768
Total Kjeldahl Nitrogen (LBS)	\$0.68741	\$0.65358
Fixed Charge	\$0.46763	\$0.52659
Total Combined Rate (1,000 GALS)	\$2.63618	\$2.89731

Procter & Gamble Rate Comparison

Parameter	2014 COS Rate	2015 COS Rate
Volume (1,000 GALS)	\$0.51836	\$0.52549
Biochemical Oxygen Demand (LBS)	\$0.24896	\$0.26270
Suspended Solids (LBS)	\$0.19362	\$0.19420
Phosphorus (LBS)	\$0.50636	\$0.40750
Total Kjeldahl Nitrogen (LBS)	\$0.56970	\$0.50956

Fox River Fiber Rate Comparison

Parameter	2014 COS Rate	2015 COS Rate New 2015 (FRF Adjusted)
Volume (1,000 GALS)	-	\$0.59821
Biochemical Oxygen Demand (LBS)	-	\$0.38082
Suspended Solids (LBS)	-	\$0.33967
Phosphorus (LBS)	-	\$0.55008
Total Kjeldahl Nitrogen (LBS)	-	\$0.63145

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

DRAFT

**CITY OF DEPERE
WASTEWATER UTILITY
PROPOSED RATES
DECEMBER 2014**

DRAFT

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

City of DePere Wastewater Utility
Projected Operating Statements

DRAFT

PROJECTED OPERATING STATEMENTS

Revenues

	Actual 2012	Actual 2013	Projected 2014	with increase Estimated 2015
User charges - general customers	\$ 3,153,321	\$ 3,477,117	\$ 3,964,213	\$ 4,263,075
User charges- paper mills				
GBMSD treatment charges	3,671,017	4,397,695	3,948,303	4,081,665
Fixed administrative charges	-	36,000	36,000	37,800
Collection charges - variable	157,205	117,266	138,530	143,000
Forfeited discounts	35,511	36,061	42,664	42,000
Total Revenues	7,017,054	8,064,139	8,129,710	8,567,540

Expenses and Other Uses

Treatment charges				
General customers	1,822,460	1,998,260	1,855,380	1,994,534
Paper mills - pass through	3,671,017	4,397,695	3,388,195	3,448,927
Fixed Charge				
General customers	-	-	324,411	355,915
Paper mills - pass through	-	-	560,108	632,738
Operation and maintenance	739,106	791,162	768,259	791,337
Major maintenance projects	300,000	527,012	300,000	300,000
Sewer share of meter reading expenses	121,429	116,711	130,741	134,663
Capital replacement outlay	430,042	300,000	384,642	450,000
Future principal and interest payments	-	-	-	50,000
GBMSD annual debt service requirements	-	31,275	200,917	200,917
Total Expenses and Other Uses	7,084,054	8,162,115	7,912,653	8,359,031

Excess Revenues (Expenses)

\$ (67,000)	\$ (97,976)	\$ 217,057	\$ 208,509
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DRAFT

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

GENERAL CUSTOMERS

Costs to be recovered:
Treatment charges
Fixed portion allocated to variable
Totals

2015 Estimated	
Fixed	Variable
355,915	1,994,534
(214,000)	214,000
\$ 141,915	\$ 2,208,534

FIXED CHARGES - GENERAL CUSTOMERS

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,367	1.00	\$ 3.15	\$ 12.60	\$ 105,424
1"	134	2.50	7.88	31.50	4,221
1 1/2"	117	5.00	15.75	63.00	7,371
2"	84	8.00	25.20	100.80	8,467
3"	45	15.00	47.25	189.00	8,505
4"	22	45.00	141.75	567.00	12,474
	8,769				\$ 146,462

VARIABLE CHARGES - GENERAL CUSTOMERS

Metered Water Flow

Actual 2013	Projected 2014	Estimated 2015
Water Gallons Sold		
489,948,200	495,000,000	495,000,000

Proposed Treatment Rate - General Customers

Proposed Rate per thousand	Metered Water Flow	Recovery of Costs
Variable Costs	\$ 4.45	495,000,000 \$ 2,202,750

PAPER MILLS

Actual Expenses

Wastewater treatment charges

Paper Mills- variable charge

Paper Mills- fixed charge

Actual 2012	Actual 2013	Projected 2014	Estimated 2015
\$ 3,671,017	\$ 4,397,695	\$ 3,388,195	\$ 3,448,927
		\$ 560,108	\$ 632,738

Treatment Rates - Paper Mills

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

The total annual fixed treatment charge of \$632,738 will be allocated to the paper mills based upon actual units each month

Treatment Fixed Administrative Fee

Allocation of 10% of 2015 budgeted administrative costs - total \$380,000

Charged equally to each paper mill- rate of \$1,050 per month

Allocation of Costs

\$ 37,800

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

DRAFT

PROJECTED EXPENSES AND OTHER USES

Operation and maintenance
 Sewer share of meter reading expenses
 Capital replacement outlay
 Future principal and interest payments
 GBMSD annual debt service requirements
 Less: Fixed charges allocated to treatment
 Total Expenses and Other Uses

Actual 2012	Actual 2013	Projected 2014	Projected 2015
\$ 739,106	\$ 1,091,162	\$ 1,068,259	\$ 1,091,337
121,429	116,711	130,741	134,663
430,042	300,000	384,642	450,000
-	-	-	50,000
-	31,275	200,917	200,917
-	(36,000)	(36,000)	(37,800)
<u>\$ 1,290,577</u>	<u>\$ 1,503,148</u>	<u>\$ 1,748,559</u>	<u>\$ 1,889,117</u>

Allocation of Expenses	
Fixed	Variable
\$ 450,000	\$ 641,337
134,663	-
450,000	-
50,000	-
200,917	-
(37,800)	-
<u>\$ 1,247,780</u>	<u>\$ 641,337</u>

REVENUE REQUIREMENT- COLLECTION SYSTEM

Expenditures and Other Uses
 Recovered through fixed charges to general customers
 Recovered through volume charges to all customers
 Total Revenue Requirement - Collection System

\$ 1,247,780
 641,337
\$ 1,889,117

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

DRAFT

FIXED CHARGES - GENERAL CUSTOMERS**Costs to be recovered:**

	2015 Estimated
Operation and maintenance - fixed portion	450,000
Sewer share of meter reading expenses	134,663
Capital replacement outlay	450,000
GBMSD annual debt service requirements	200,917
Future principal and interest payments	50,000
Less: Fixed charges allocated to treatment	(37,800)

Total \$ 1,247,780

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,367	1.00	\$ 27.00	\$ 108.00	\$ 903,636
1"	134	2.50	67.50	270.00	36,180
1 1/2"	117	5.00	135.00	540.00	63,180
2"	84	8.00	216.00	864.00	72,676
3"	45	15.00	405.00	1,620.00	72,900
4"	22	45.00	1,215.00	4,860.00	108,920
	<u>8,769</u>				<u>\$ 1,255,392</u>

FIXED CHARGE - PAPER MILLS

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

VOLUME CHARGE- ALL CUSTOMERS**Costs to be Recovered**

	2014 Estimated
Operation and maintenance - variable portion	\$ 641,337
Less: Allocated to customers where calculated charges exceed 15% of revenue requirement	(98,200)
Additional deficit recovery charge	130,000
Net to be Recovered through Volume Charges	<u>\$ 675,137</u>

Gallons sold and wastewater flows

	2014 Estimated
General customers- water gallons sold	495,000,000
Paper Mills with < 15% (wastewater)	36,000,000
Total	<u>531,000,000</u>

Proposed Rates

	Proposed Rate	Billable Flows	Recovery of Costs
Variable Costs	\$ 1.271	531,000,000	\$ 674,901

DRAFT

Current Rates		
Volume charge- treatment		
Treatment	\$4.13/ thousand gallons	
Treatment Fixed charge- quarterly		
3/4"	\$	25.00
1"		6.25
1 1/2"		12.50
2"		20.00
3"		37.50
4"		112.50
Volume charge- collection -quarterly		
Collection	\$1.178/ thousand gallons	
Collection Fixed charge - quarterly		
3/4"	\$	25.95
1"		64.88
1 1/2"		129.75
2"		207.60
3"		389.25
4"		1,167.75

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

Current Rates			
Per Year		Per Quarter	
\$	432.28	\$	108.07

Proposed Rates - 2015		
Volume charge- treatment		
Treatment	\$4.45/ thousand gallons	
Treatment Fixed charge- quarterly		
3/4"	\$	3.15
1"		7.68
1 1/2"		15.75
2"		25.20
3"		47.25
4"		141.75
Volume charge- collection -quarterly		
Collection	\$1.271/ thousand gallons	
Collection Fixed charge- quarterly		
3/4"	\$	27.00
1"		67.50
1 1/2"		135.00
2"		216.00
3"		405.00
4"		1,215.00

Proposed Rates - 2015		Quarterly Increase
Per Year	Per Quarter	
\$ 463.86	\$ 115.97	\$ 7.90

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

DRAFT

COLLECTION RATES

Current Rates

Volume charge- collection- monthly	
Collection	\$1.178/ thousand gallons

Up to a maximum of 15% of Collection System Expenses
allocated to the Flow Rate - for 2014: \$92,739

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

Proposed Rates - 2015

Volume charge- collection- monthly	
Collection	\$1.271/ thousand gallons

Up to a maximum of 15% of Collection System Expenses
allocated to the Flow Rate - for 2015: \$96,200

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

TREATMENT RATES

Administrative fee

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

City of DePere - Fixed Treatment Administrative Fee	
	\$1,050 per month

Variable rates

GBMSD unit charges - pass through	
Flow	\$0.76333/ thousand gallons
BOD	\$0.33466/ pound
TSS	\$0.29867/ pound
Phosphorus	\$0.62124/ pound
TKN	\$0.68741/ pound

GBMSD unit charges - pass through	
Flow	\$0.80448/ thousand gallons
BOD	\$0.39331/ pound
TSS	\$0.34822/ pound
Phosphorus	\$0.56768/ pound
TKN	\$0.65358/ pound

Fixed rates

GBMSD fixed charge - pass through	
Allocated to Paper Mills based upon actual units each month	
	\$ 557,000

GBMSD fixed charge - pass through	
Allocated to Paper Mills based upon actual units each month	
	\$ 632,738

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

DRAFT

SONOCO US MILLS

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	39,528	3,294
BOD (in pounds)	1,343,345	111,945
TSS (in pounds)	375,898	31,325
Phosphorus (in pounds)	464	39
TKN (in pounds)	6,491	541

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 596,755	\$ 49,730
Treatment fixed charges	113,878	9,488
Treatment fixed administrative fee	12,000	1,000
Collection	46,562	3,880
GBMSD daily monitoring charge	38,000	3,000
Total	\$ 805,296	\$ 67,108

Proposed Rates - 2015		Monthly
Per Year	Per Month	Increase
\$ 695,550	\$ 57,962	\$ 8,233
128,000	10,667	1,168
12,600	1,050	50
50,238	4,186	306
36,000	3,000	-
\$ 922,387	\$ 76,868	\$ 9,758

EXPERA

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	401,263	33,438
BOD (in pounds)	1,987,964	163,997
TSS (in pounds)	373,452	31,121
Phosphorus (in pounds)	843	70
TKN (in pounds)	40,436	3,370

	Current Rates	
	Per Year	Per Month
Treatment	\$ 1,104,746	\$ 92,062
Treatment fixed charges	181,970	15,164
Treatment fixed administrative fee	12,000	1,000
Collection	92,739	7,728
GBMSD daily monitoring charge	36,000	3,000
Total	\$ 1,427,455	\$ 118,955

Proposed Rates - 2015		Monthly
Per Year	Per Month	Increase
\$ 1,253,770	\$ 104,481	\$ 12,419
206,000	17,167	2,003
12,600	1,050	50
96,200	8,017	288
36,000	3,000	-
\$ 1,604,570	\$ 133,714	\$ 14,760

FOX RIVER FIBER

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	351,488	29,291
BOD (in pounds)	1,800,000	150,000
TSS (in pounds)	977,887	81,491
Phosphorus (in pounds)	23,914	1,993
TKN (in pounds)	178,290	14,858

	Current Rates	
	Per Year	Per Month
Treatment	\$ 1,300,170	\$ 108,347
Treatment fixed charges	264,781	22,065
Treatment fixed administrative fee	12,000	1,000
Collection	-	-
GBMSD daily monitoring charge	-	-
Total	\$ 1,576,951	\$ 131,413

Proposed Rates - 2015		Monthly
Per Year	Per Month	Increase
\$ 1,481,345	\$ 121,778	\$ 13,431
265,000	22,083	18
12,600	1,050	50
-	-	-
-	-	-
\$ 1,738,945	\$ 144,912	\$ 13,500

City of DePere
Summary of Proposed Wastewater Rates- 2015

DRAFT

Collection Fixed Charges

General Customers	
Meter Size	Quarterly Rate
.75 Inch	\$ 27.00
1 Inch	\$ 67.50
1.5 Inch	\$ 135.00
2 Inch	\$ 216.00
3 Inch	\$ 405.00
4 Inch	\$ 1,215.00

Paper Mills

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

Collection Volume Charge- All Customers

\$ 1.271 per 1,000 gallons

Note: Paper Mills volume charge is up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2015: \$96,200

Treatment Fixed Charges

General Customers	
Meter Size	Quarterly Rate
3/4 Inch	\$ 3.15
1 Inch	\$ 7.88
1.5 Inch	\$ 15.75
2 Inch	\$ 25.20
3 Inch	\$ 47.25
4 Inch	\$ 141.75

Paper Mills

Monthly Administrative Fee \$ 1,050

Annual Fixed Charge \$ 632,738.00

Annual fixed charge will be allocated to the paper mills on a monthly basis based upon actual units each month

Treatment Variable Charges

General Customers

\$ 4.45 per 1,000 gallons

Paper Mills- direct pass through from GBMSD

Flow	\$.80448/ thousand gallons
BOD	\$.39331/ pound
TSS	\$.34822/ pound
Phosphorus	\$.56768/ pound
TKN	\$.65358/ pound

DRAFT

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

Collection Volume Charge- All Customers

Rate with the following additional surcharges		Volume Charge		% increase in total charges to general customers
\$	-	\$	1.271 per 1,000 gallons	7.31%
\$	50,000.00	\$	1.366 per 1,000 gallons	8.62%
\$	100,000.00	\$	1.460 per 1,000 gallons	9.93%
\$	150,000.00	\$	1.554 per 1,000 gallons	11.23%
\$	200,000.00	\$	1.648 per 1,000 gallons	12.54%
\$	250,000.00	\$	1.742 per 1,000 gallons	13.84%

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE:	December 16, 2014
DEPARTMENT:	Human Resources
FROM:	Shannon Metzler
SUBJECT:	Resolution #14-135, Authorizing Commercial Plumbing Inspector Employment Agreement with Allen G. Farvour.

Note: The Finance/Personnel Committee approved the contract extension.

The City of De Pere is required by Wisconsin State Statute as a third class City to employ a Master Plumber. We have looked at other options for meeting this requirement and have decided the best way to fill the position is with a part-time employee, similar to our commercial electrical inspector. The position reports to the Building Inspector and performs commercial plumbing inspections.

Allen Farvour was hired in January 2008 to perform commercial plumbing inspections on a part-time basis. The current employment agreement that we have with Mr. Farvour needs to be renewed. I discussed this matter with Building Inspector Dave Hongisto, and he indicated that there is still a need for a Master Plumber.

Accordingly, attached please find a proposed employment agreement that we prepared for Mr. Farvour's services. The agreement will continue his employment with the City for a period of five years beginning January 1, 2015 and ending December 31, 2019. The rest of the agreement remains the same. Please note the rate of pay does not change and there are no benefits associated with this position.

If you have any questions prior to the meeting, please contact me at 339-4045 or David Hongisto at 339-4052. We will be at the meeting to answer any questions you may have.

Thank you for your consideration of this matter.

ATTACHMENTS:

- Reso14-135 (DOCX)
- farvour contract 2015-2020 (DOC)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-135

AUTHORIZING COMMERCIAL PLUMBING INSPECTOR
EMPLOYMENT AGREEMENT WITH ALLEN G. FARVOUR

WHEREAS, the City has employed Allen G. Farvour as a part-time master plumber since January 1, 2008; and

WHEREAS, the parties wish to extend the term of such part-time employment through December 31, 2019; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the attached Commercial Plumbing Inspector Employment Agreement together with subsequent renewals of such Agreement provided such renewal is on similar terms and has been properly budgeted for.

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 16th day of December, 2014.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso14-135 (2928 : Resolution #14-135, Contract Extension with Master Plumber Al Farvour)

Commercial Plumbing Inspector Employment Agreement

THE CITY OF DE PERE, a Wisconsin municipal corporation (hereinafter "City") hereby agrees to employ Allen G. Farvour in the part-time position of Commercial Plumbing Inspector (hereinafter "Inspector") for the City of De Pere, and Inspector hereby agrees to accept such employment subject to the following terms and conditions:

Section I. Effective Date. Such employment shall commence January 1, 2015, and, subject to satisfactory compliance with the terms and conditions of this agreement including, specifically, the termination provision, shall continue until December 31, 2019.

Section II. Nature of Position and Duties.

A. Part-Time Employment. Inspector shall be employed to work an average of five (5) to ten (10) hours per week, not to exceed an annual maximum of 599 hours. The specific scheduling of such work shall be subject to the direction and approval of the City's Building Inspector or, in his/her absence, the Assistant Building/Plumbing Inspector. Inspector shall maintain a daily log specifying hours and duties performed under this agreement. Such log shall be submitted to the Building Inspector or, in his/her absence the Assistant Building/Plumbing Inspector on a biweekly basis.

B. Compensation. Inspector shall be compensated at an hourly rate of \$23.00. The hourly rate, in accordance with the approved daily log, will be paid on a biweekly basis in accordance with normal City payroll policies. Inspector shall not accumulate vacation, holiday, or sick leave or other fringe benefits, nor shall Inspector be eligible for coverage under the City's Health and Dental Plans. The City will compensate Inspector for the use of his private vehicle and mobile phone at a rate of \$75.00 per month.

C. Job Duties. Inspector shall perform commercial plumbing inspections in the City upon assignment and direction by the Building Inspector or, in his/her absence, the Assistant Building/Plumbing Inspector and shall perform other plumbing inspection duties at their direction.

In the absence of the Assistant Building/Plumbing Inspector, Inspector shall perform residential plumbing inspections.

Inspector shall not have authority to act on behalf of the City of De Pere under this agreement or otherwise except upon prior direction and assignment under this section.

To ensure ability to perform these services, Inspector shall maintain on file with the City certification as a Master Plumber/UDC with the State of Wisconsin and shall maintain with the City a valid current certificate demonstrating such certification. The City shall reimburse Inspector for the cost of maintaining said master plumber certification not to exceed \$150 per year.

D. Conflicts Prohibited. Inspector shall not inspect under this agreement any facility in or upon which Inspector has performed plumbing work in a private capacity.

E. Termination. Inspector's position with the City may be terminated by either party at will upon sixty (60) days written notice to the other party.

Section III. City Records. All files and records concerning inspections undertaken by Inspector in his capacity under this agreement shall belong to, and remain the property of, the City. The City shall furnish such clerical supplies as may be necessary in the discretion of the Building Inspector for the Inspector to perform his duties under this agreement.

Section IV. Standard of Care. Inspector agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform the duties that are required of him pursuant to the express and implied terms of this agreement to the satisfaction of the City.

Section V. Insurance Coverage.

A. Workers Compensation. As an employee of the City, Inspector shall be insured under the City's workers' compensation coverage.

B. Automobile Insurance. Inasmuch as Inspector will be using a privately owned automobile in the performance of many of his duties, Inspector shall be required to maintain adequate insurance on such automobile and file with the City a certificate demonstrating the maintenance of such insurance.

Section VI. Miscellaneous.

A. Construction of Agreement. This agreement is intended to constitute a full and complete understanding of the Employment Agreement between the City and Inspector.

B. Law Governing. This agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin.

C. Interpretation. Headings used in this agreement are for convenience of reference only and do not constitute a part of the agreement unless the context clearly requires. If any section of this agreement is held to be invalid by operation of law or tribunal of competent

jurisdiction or enforcement of any part should be restrained by such tribunal, the remainder of this agreement shall not be affected thereby.

Dated in De Pere, Wisconsin, this _____ day of _____, 2014.

Master Commercial Plumber

City of De Pere

Allen G. Farvour

Michael J. Walsh, Mayor

Attachment: farvour contract 2015-2020 (2928 : Resolution #14-135, Contract Extension with Master Plumber Al Farvour)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Derek Beiderwieden

SUBJECT: Resolution #14-136, Ratifying and Accepting Wisconsin Internet Crimes Against Children Task Force Grant.

The De Pere Police Department is a recently accepted affiliate agency of the Wisconsin Internet Crimes Against Children (ICAC) Task Force. The Wisconsin ICAC was developed pursuant to a federal grant received from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and the National Center for Missing and Exploited Children (NCMEC). The Wisconsin ICAC Task Force's primary responsibility is the investigation of sexual crimes committed against children through the use of a computer and the Internet.

The ICAC Task Force has a one-time grant available to newly accepted affiliates. This grant is available in the amount up to \$1500 for the purchase of equipment and/or software to combat the continuing threat of offenders using technology to sexually exploit children.

Under parameters of the grant, the De Pere Police Department will be purchasing mobile device forensic acquisition software and equipment. Total cost of the software and required equipment will be \$1533, of which \$1500 will be reimbursed by ICAC. The grant requires the agency to submit an invoice for the purchase and reimbursement to the agency will be made by ICAC. Pre-approval for the reimbursement from ICAC has already been received and documented.

The specific software to be purchased, Lantern, is distributed by Katana Forensics. Lantern is currently being used by several area agencies with positive results. The software extracts data (i.e. messaging and images) from mobile devices such as smartphones and tablets and produces a report of its results that can be used for further investigation or criminal proceedings. The purchase of the software/hardware will improve efficiency and reduce overall costs by not having to drive to another agency to retrieve data from our evidence using their system.

Lantern requires that it be operated on Apple OS, so the purchase of a Mac is also needed and included in the total cost. Software cost is \$745, which includes one year of support/maintenance, \$60 for necessary cables, and \$728 for a Mac Mini and VGA Adapter to run on a standard PC monitor.

For more information please see: <https://katanaforensics.com/products/>

Please authorize this grant application request and also authorize the police chief to accept this software and hardware when it arrives at the department.

ATTACHMENTS:

- Reso14-136 (DOCX)

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

RESOLUTION #14-136

RATIFYING AND ACCEPTING WISCONSIN INTERNET CRIMES
AGAINST CHILDREN TASK FORCE GRANT

WHEREAS, the Wisconsin Internet Crimes Against Children (ICAC) Task Force provides grants to affiliate agencies for the purchase of equipment and software used to combat the threat of offenders using technology to exploit children; and

WHEREAS, the Police Chief was notified that the Police Department has been awarded a \$1,500 grant from the Wisconsin ICAC which will be used to purchase mobile device forensic acquisition software and equipment.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council ratifies the submission of the grant application to the Wisconsin Internet Crimes Against Children Task Force for the purposes specified above and gratefully accepts the \$1,500 grant awarded for such purposes.

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 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE:	December 16, 2014
DEPARTMENT:	Human Resources
FROM:	Shannon Metzler
SUBJECT:	Resolution # 14-137, Amending Addendum D of the City of De Pere Employee Policy Manual (Seasonal Hiring).

Note: The Finance/Personnel Committee approved all changes listed below.

When hiring seasonal employees for the Parks and Public Works department we have been directed to hire applicants that reside in the City of De Pere over non-residents. This practice does not always serve the best interest of our operations and City of De Pere.

We are asking to consider changing the practice on how we hire seasonal employees. Our current practice consists of hiring resident employees over non-resident employees and placing acceptable candidates into a lottery. We believe we should hire the best person for the job and not have residency be a factor.

In actuality, we use this practice for full-time positions for the City (in fact, full time staff are not required to live in the City). Many of the seasonal jobs are entry level positions, however, while reviewing resumes and interviewing you can begin to understand and see separation in candidates. Although many candidates have similar “experience” for these types of entry level positions, you can evaluate work ethic and their attitude. By hiring applicants with the best work ethic and best attitude, we are increasing our ability to complete our tasks in the most efficient and effective manner. Having the best possible staff is a necessity for us considering we have not increased our staffing levels while tasks and expectations have continued to rise every year.

In addition, we have many positions receiving low numbers of applications. In doing this, we are forced to consider non-resident applicants.

We recommend eliminating this practice, and recommend being able to hire the best applicant for the job. In the event that two applicants are similar, we would then give preference to the resident and hire the resident over the non-resident.

If you have any questions, please feel free to contact Marty or I prior to the meeting.

Thank you.

ATTACHMENTS:

- Reso14-137 (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-137

AMENDING ADDENDUM D OF THE
CITY OF DE PERE EMPLOYEE POLICY MANUAL
(Seasonal Hiring)

WHEREAS, the Finance/Personnel Committee has reviewed the current recruitment policy within the City's Employee Policy Manual; and

WHEREAS, the Committee has reviewed the recommendation of the Human Resources Director regarding filling seasonal positions in the Park, Recreation & Forestry and the Public Works Departments as more fully set forth below and recommends approval thereof.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves amending the last paragraph of Addendum D, Section II of the City of De Pere Employee Policy Manual to include the following:

Filling Seasonal Positions in the Parks, Recreation & Forestry and Public Works Departments: The best applicant will be hired for each available position. Where all factors are equal, applicants who reside in the City shall be given preference over non-City resident applicants. For purposes of this provision, resident means a person whose legal residence is within the corporate limits of the City of De Pere at the time of hire.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso14-137 (2027 : Resolution #14-137, Amending Addendum D of the City Policy)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Finance/Personnel Committee

FROM: Derek Beiderwieden

SUBJECT: Resolution #14-138, Establishing New Municipal Court Bond Schedule.

In mid-October, the Police Chief and Municipal Judge met and discussed fine changes for the 2015 fine schedule. The last time the fine schedule was comprehensively reviewed was in 2006, although since then there have been a number of changes as new ordinances are passed or certain ordinances are reviewed. The attached document outlines the recommended changes to the fine schedule starting in 2015. The recommendations for the fine changes are from Judge David Matyas.

If you have any questions or concerns, please contact Judge Matyas or me at your convenience.

ATTACHMENTS:

- Reso14-138 (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-138

ESTABLISHING NEW MUNICIPAL COURT BOND SCHEDULE

WHEREAS, the City ordinance allows for adoption of a cash deposit bond scheduled for Municipal Court forfeitures to be imposed by the De Pere Municipal Court; and

WHEREAS, Resolution #00-49 established a schedule for cash deposits for the Joint Municipal Court created between the City of De Pere and the Town of Ledgeview; and

WHEREAS, the City of De Pere has undertaken the task of reviewing and revising its cash deposit schedule for the Joint Municipal Court; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

The schedule of cash deposits established by the judge of the Joint Municipal Court, as set forth below, is hereby adopted. Cash deposits shall be payable to Municipal Court and may be accepted by the Court or by the De Pere Police Department. A receipt shall be given for all cash deposits.

Chapter	Title	First Offense	Second Offense	Subsequent Offenses
22	Streets, Alleys, Sidewalks	\$150.00	\$300.00	\$450.00
26	Water & Sewer Service	\$150.00	\$300.00	\$450.00
27	Stormwater Management	\$150.00	\$300.00	\$450.00
30	Parks & Recreation	\$150.00	\$300.00	\$450.00
30-4	Operation of Boat Near Dam	\$200.00	\$400.00	\$500.00
42	Erosion Control Construction Site/	\$250.00	\$450.00	\$550.00
46	Subdivisions	\$200.00	\$350.00	\$550.00 **
14	Zoning	\$200.00	\$350.00	\$550.00
54, 62, 66	Building/Electrical/Plumbing Codes	\$200.00	\$350.00	\$550.00**
58	Fire Prevention	\$200.00	\$350.00	\$550.00

Resolution #14-138

Page 2 of 8

Chapter	Title	First Offense	Second Offense	Subsequent Offenses
66	Plumbing Code	\$200.00	\$300.00	\$450.00
74	Public Health	\$200.00	\$300.00	\$450.00
78	Nuisances	\$250.00	\$450.00	\$750.00
82	Garbage & Refuse	\$150.00	\$250.00	\$400.00
86	Dogs	\$100.00	\$200.00	\$300.00
86-2	Dog & Cat Quarantine	\$200.00	\$300.00	\$450.00
90	Mobile Home Parks	\$150.00	\$250.00	\$400.00
94	Housing Code	\$200.00	\$300.00	\$450.00
98	Regulation of Signs	\$150.00	\$250.00	\$400.00
106	Licenses & Permits	\$200.00	\$300.00	\$450.00
110	Business Regulations	\$200.00	\$300.00	\$450.00
114	Peddlers	\$250.00	\$400.00	\$500.00
118	Taxicabs	\$200.00	\$300.00	\$450.00
7-1	Furnish Intoxicants to Minor Consumption Underage 125.07(4)B (Age 17-20) (Age Under 17)	\$250.00	\$350.00	\$500.00
		\$100.00	\$200.00	\$350.00
		\$50.00	\$75.00	\$150.00
7-1	Procuring for Underage (Same for Juv & Adults)	\$250.00	\$350.00	\$500.00
7-1	Procure/sell/furnish to underage 125.07(1)(a)	\$250.00	\$350.00	\$500.00
7-10	Sale to intoxicated person 125.07(2)(a)	\$150.00	\$250.00	\$400.00
7-1	Presence in place of sale 125.07(3)(a)	\$150.00	\$250.00	\$400.00
7-1	Underage procures or attempts to procure Juv & adults 125.085(3)(b)	\$250.00	\$350.00	\$500.00
7-1	Underage false representation of age – Juv & adults 125.07(4)(a)(4)	\$200.00	\$300.00	\$500.00
7-1	Provide ID to underage Juv & adults 125.085(3)(a)	\$200.00	\$300.00	\$500.00
7-1	Underage false ID Juv & adults 125.085(3)(b)	\$200.00	\$350.00	\$500.00
	Possession of alcohol on school grounds prohibited 125.09(2)(b)	\$200.00	\$350.00	\$500.00
7-7	Open after hours 125.32(3)(a)	\$150.00	\$200.00	\$500.00

Attachment: Reso14-138 (2834 : Resolution #14-138, Establishing New Municipal Court Bond Schedule)

Resolution #14-138

Page 3 of 8

Chapter	Title	First Offense	Second Offense	Subsequent Offenses
7-1	Licensed operator to be on premises 125.32(2)	\$200.00	\$350.00	\$500.00
7-9	Open Intoxicants on Street	\$100.00	\$150.00	\$200.00**
7	Liquor (all others)	\$200.00	\$300.00	\$400.00
126	Burglar, Holdup & Fire Alarm	\$100.00	\$150.00	\$200.00
130	Bicycles	\$50.00	\$100.00	\$150.00
8	Truancy	\$75.00	\$125.00	\$200.00**
8	Habitual Truancy	New \$150.00	New \$250.00	New \$350.00
8	Contributing to Truancy	\$250.00	\$350.00	\$550.00
8	Fireworks Regulated	\$150.00	\$200.00	\$250.00
8	Battery	\$350.00	\$450.00	\$550.00
8	False Alarms	\$150.00	\$200.00	\$300.00
8	Endangering Safety by use of Dangerous Weapons	\$300.00	\$350.00	\$550.00
8	Obstructing Emergency Personnel	\$300.00	\$350.00	\$550.00
8	Criminal Damage to Property	\$300.00	\$350.00	\$550.00
8	Trespass to Land	\$200.00	\$300.00	\$400.00
8	Criminal Trespass to Dwelling	\$300.00	\$450.00	\$600.00
8	Entry onto Construction Site	\$250.00	\$400.00	\$550.00
8	Theft	\$300.00	\$400.00	\$500.00
8	Fraud on Hotel/Restaurant	\$300.00	\$400.00	\$500.00
8	Refusal to Pay for Motor Bus Ride	\$150.00	\$200.00	\$250.00
8	Receiving Stolen Property	\$300.00	\$400.00	\$500.00
8	Alteration of Property Identification	\$250.00	\$350.00	\$450.00
8	Obtaining Telecommunications Service by Fraud**	\$300.00	\$400.00	\$500.00
8	Theft of Cable TV Service	\$300.00	\$400.00	\$500.00
8	Theft of Satellite Cable Programming	\$300.00	\$400.00	\$500.00
8	Retail Theft	\$300.00	\$400.00	\$500.00
8	Removal of Shopping Cart	\$100.00	\$200.00	\$300.00

Attachment: Reso14-138 (2834 : Resolution #14-138, Establishing New Municipal Court Bond Schedule)

Resolution #14-138

Page 4 of 8

Chapter	Title	First Offense	Second Offense	Subsequent Offenses
8	Theft of Library Material	\$250.00	\$400.00	\$550.00
8	Computer Crimes	\$250.00	\$350.00	\$450.00
8	Public Fornication	\$300.00	\$400.00	\$500.00
8	Sexual Gratification	\$300.00	\$400.00	\$500.00
8	Lewd & Lascivious Behavior	\$250.00	\$350.00	\$450.00
8	Gambling	\$150.00	\$250.00	\$400.00
8	Resisting/Obstructing Officer	\$400.00	\$500.	\$600.00
8	Escape	\$350.00	\$450.00	\$550.00
8	Disorderly Conduct	\$250.00	\$350.00	\$450.00
8	Unlawful Use of Telephone	\$250.00	\$350.00	\$450.00
8	Harassment	\$250.00	\$350.00	\$450.00
8	Drinking in Common Carriers	\$200.00	\$300.00	\$400.00
8	Unlawful Assemblies	\$150.00	\$250.00	\$400.00
8	Hazing	\$250.00	\$350.00	\$450.00
8	Crimes Against Animals	\$250.00	\$400.00	\$550.00
8	Noise – disturbing peace	\$200.00	\$250.00	\$400.00
8	Indecency	\$250.00	\$350.00	\$450.00
8	Possession of Marijuana	\$300.00	\$400.00	\$550.00
8	Possession of Paraphernalia	\$300.00	\$400.00	\$550.00
8	Loitering – streets & sidewalks	\$150.00	\$200.00	\$250.00
8	Loitering – Business	\$150.00	\$200.00	\$250.00
8	Juvenile Possession of Tobacco	\$75.00	\$100.00	\$125.00
8	All other offenses Against public peace Safety and Morals	\$200.00	\$250.00	\$400.00
146	Noise Ordinance	\$200.00	\$250.00	\$400.00
150-4(a)	Disorderly conduct w/ motor vehicle	\$200.00	\$250.00	\$400.00
43	Traffic Regulations(other than uniform traffic or parking regulations)	\$75.00	\$150.00	\$250.00

Attachment: Reso14-138 (2834 : Resolution #14-138, Establishing New Municipal Court Bond Schedule)

Resolution #14-138

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Chapter	Title	First Offense	Second Offense	Subsequent Offenses
8	Safe use & transport of firearms and bows (Wis. Stats. §167.31)	\$300.00	\$400.00	
8	Machine guns & other weapons (Wis. Stats. §941.26)	\$400.00	\$500.00	
8	Possession of short-barreled shotgun/rifle (Wis. Stats. §941.28)	\$400.00	\$500.00	
8	Possession of firearms (Wis. Stats. §941.29)	\$300.00	\$400.00	
8	Carrying a firearm into a public building (Wis. Stats. §941.235)	\$400.00	\$500.00	
8	Carrying a handgun where alcohol beverages may be sold/consumed (Wis. Stats. §941.237)	\$400.00	\$500.00	
8	Forgery (Wis. Stats. §943.38)	\$300.00	\$400.00	\$500.00
8	Financial transaction card crimes (Wis. Stats. §943.41)	\$300.00	\$400.00	\$500.00
8	Fraud against a financial institution (Wis. Stats. §943.82)	\$300.00	\$400.00	\$500.00
8	Unauthorized use of personal identifying information (Wis. Stats. §943.201)	\$300.00	\$400.00	\$500.00
8	Gun free school zone (Wis. Stats. §948.605)	\$400.00	\$500.00	
150-1(a)	Operating motor vehicle while revoked (non-OWI related) [Wis. Stats. §343.44(1)(b)]	\$250.00	\$300.00	\$350.00 (3 rd) \$400.00 (4 th)
8-3	Smoking Regulations – Smokers (Wis. Stats. §101.123)	\$150.00	\$250.00	250.00*
8-3	Smoking Regulations – Person In Charge (Wis. Stats. §101.123)	\$100.00	\$100.00	\$100.00*
8-11	Aggressive Panhandling	\$150.00	\$300.00	\$450.00
8-16	Urinating & Other Conduct in Public	\$250.00	\$350.00	\$450.00
8.18-3	Sex Offender Residency Restrictions	\$250.00	\$350.00	\$450.00
150-8	Railroad Regulations	\$300.00	\$300.00	\$350.00

Attachment: Reso14-138 (2834 : Resolution #14-138, Establishing New Municipal Court Bond Schedule)

Resolution #14-138

Page 6 of 8

Chapter	Title	First Offense	Second Offense	Subsequent Offenses
8-10	Possession of synthetic Cannabinoid or salvia prohibited	\$300.00	\$400.00	\$550.00
8-23	Social Host Alcohol Regulations	\$800.00	\$1,000.00	\$1,500.00(3 rd) \$2,000.00(4 th)
110-8	Pawnbroker, Secondhand Article Dealers and Secondhand Jewelry Dealers	\$250.00	\$350.00	\$450.00
8.947.0125	Unlawful use of computerized communications systems (Wis. Stats. §947.0125)	\$200.00	\$300.00	\$350.00
78-8	Graffiti	New \$300.00	New \$400.00	New \$500.00
7.125.68	General Provisions	New \$350.00	New \$450.00	
*Note: State law restricts the forfeiture amounts for these violations. ** Forfeiture amount pending approval by the Police Chief				

- (a) The cash deposits above shall have added thereto all court costs, penalties, and jail assessments applicable under the Wisconsin Statutes or by ordinance.
- (b) The cash deposits above for second and subsequent offenses represent an average bond schedule subject to adjustment as provided herein. In all such charges, the cash deposit shall be not less than the indicated amount and not more than \$2,000.00. Such exact amount of the cash deposit shall be determined considering the following factors:
 1. Severity of defendant's conduct.
 2. Amount of time spent by the police officer in solving the problem.
 3. Amount of any damage done to property.
 4. Amount of injury to the officer or other person.
 5. Degree to danger Defendant's conduct put officer or other persons or property in.
 6. Degree to disturbance caused by such conduct.
- (c) The municipal judge may include such amounts as restitution for victims as allowed by law.
- (d) The cash deposits above, marked by a double asterisk (**), shall have added thereto the value of the item(s) stolen or damaged rounded off to the next highest Ten (\$10.00) Dollar amount.
- (e) The Municipal Judge shall collect all forfeitures and taxable costs in any action or proceeding and shall cause such moneys to be paid to the Clerk-Treasurer not later than two weeks succeeding the receipt thereof or shall account for moneys collected and paid to other governmental agencies as required by law.

- (f) Municipal Court costs are \$38.00, and the Municipal Judge shall include said amount as and for taxable costs to be collected.

BE IT FURTHER RESOLVED THAT:

The following provisions shall apply for violations of ordinance:

- (a) All actions before the Municipal Court for alleged violation of provisions of this Code shall be forfeiture actions. Upon failure to pay any forfeiture duly imposed, after affording a reasonable time to pay such forfeiture considering the amount thereof and ability of the defendant to pay, the Court may impose imprisonment of not more than ninety (90) days for each violation, may suspend the defendant's motor vehicle driving privileges for up to five (5) years or until paid, or may fashion any other appropriate remedy applicable to forfeiture actions in this state.
- (b) The forfeiture for violation of any provision of this Code shall be not less than One Dollar (\$1.00) nor more than One Thousand Dollars (\$2,000.00).

BE IT FURTHER RESOLVED THAT:

The Court's authority to impose alternative juvenile dispositions and sanctions is as follows:

- (a) For a juvenile adjudged to have violated any ordinance, the Municipal Court is authorized to impose any of the dispositions listed in Section 938.343 and 938.344, Wis. Stats., in accordance with the provisions of those statutes.
- (b) For a juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the Municipal Court under Sections 938.343 and 938.344, Wis. Stats., the Municipal Court is authorized to impose any of the sanctions listed in Section 938.355(6)(d), Wis. Stats., in accordance with the provisions of those statutes.
- (c) This section is enacted under the authority of Section 938.17(2)(cm), Wis. Stats.

BE IT FURTHER RESOLVED THAT:

This resolution shall become effective on January 1, 2015.

Resolution #14-138
Page 8 of 8

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso14-138 (2834 : Resolution #14-138, Establishing New Municipal Court Bond Schedule)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #14-139, Authorizing Certain Fees for Health Department Services.

ATTACHMENTS:

- Reso14-139 (DOCX)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-139

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	2014/2015 Local Fee	2015/2016 Local Fee	State Fee	2015/2016 Total Fee	Local Fee Increase
WEIGHTS AND MEASURES PROGRAM					
The yearly license fee shall be determined by dividing the actual costs of the weights and measures program by the number of weighing and measuring devices known to exist within the City's jurisdiction multiplied by the number of devices under the control of each person/business.					
Penalty Fee for Late Payment	10% of total fee	10% of total fee		10% of total fee	
GENERAL PUBLIC HEALTH					
Vaccine donation request per state supplied vaccine	\$5.00	\$5.50		\$5.00	\$0.50
Tuberculosis Skin Test	\$15.00	\$16.50		\$20.00	\$1.50
Adult Hepatitis A Vaccination	\$40.00	\$44.00		\$45.00	\$4.00
Adult Hepatitis B Vaccination	\$45.00	\$49.50		\$50.00	\$4.50
Influenza Vaccination	\$25.00	\$27.50		\$30.00	\$2.50
Radon Test Kit-short term	\$5.00	\$5.50		\$10.00	\$0.50
Radon Test Kit-long term	\$25.00	\$27.50		\$30.00	\$2.50

BE IT FURTHER RESOLVED THAT:

All fees associated with permits and licenses required under the Wisconsin Food Code will be issued by the State of Wisconsin until July 1, 2015. All other fees herein shall be effective after passage of this resolution.

Attachment: Reso14-139 (2017 : Resolution #14-139, Authorizing Certain Fees for Health Dept Services)

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 16th day of December,

2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: ____

Nays: ____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Resolution #14-140, Regarding De Pere Parks, Recreation and Forestry Recreation Programs, Swimming Pool and Community Center Fees 2015.

ATTACHMENTS:

- Reso14-140 (DOCX)
- Parks - Trees and Facilities (PDF)
- Parks - CC (PDF)
- Parks - Rec (PDF)

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

RESOLUTION #14-140

REGARDING DE PERE PARKS, RECREATION AND FORESTRY
RECREATION PROGRAMS, SWIMMING POOL AND
COMMUNITY CENTER FEES 2015

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the attached revised fees for such services as are to be provided by the De Pere Parks, Recreation and Forestry Department in 2015.

BE IT FURTHER RESOLVED THAT:

Such fees established hereunder shall be effective January 1, 2015.

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 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes ____

Nays ____

Attachment: Reso14-140 (2916 : Resolution #14-140, Regarding Park & Rec 2015 Fees)

Tree Fees 2015

Park Shelters 2015	Resident for 2015	Non Resident for 2015	
Outdoor/Indoor Shelters (Friday, Saturday & Sunday)	\$115.00	\$135.00	(Changed Per Marty 10/1/14)
Outdoor/Indoor Shelters (Monday thru Thursday)	\$45.00	\$60.00	
Park and Facility Rental Fees	Non-Revenue Generating Organizations & De Pere Service Groups	Any Revenue Generating Organizations	
Softball/Baseball Fields (per field)	\$57.00 per day with lights	\$114.00 per day + \$23.00 for lights	
Soccer/Football Fields (per field)	\$34.00 per day with lights	\$57.00 per day + \$24.00 for lights	
Tennis Courts (battery of 3 courts)	\$28.00 per day	\$113.00 per day	
Boat Launches (ramps open to public)	\$57.00 per day	\$113.00 per day	
Parks (only Fairgrounds, Legion, VFW & Voyageur Parks)	\$170.00 per day; shelters extra charge	\$340.00 per day; shelter extra charge	
Swimming Pools	Contact department for availability and rates		
Fall/Spring Tree Planting 2015	Fee		
Spring/Fall Tree Planting (Plus Tax)	\$112.00		
Permits	Fee		
Canine Goose Patrol	no fee established		
Possession of Intoxicating Liquor in Park	no fee established		
Park Private Vendor Permit	\$550.00		
Plant Removal and Maintenance	no fee established		
Permit to Trim Trees	no fee established		
Permit to Prevent Access of Air and Water to Roots of Tree, Plant or Shrub in Public Highway or Place	no fee established		
Attachment to Trees	to be established		
Planting Trees on Streets	no fee established		
Boat Launch - Annual Permit (established by separate resolution)	\$30.00		
Boat Launch - Additional Vehicle (established by separate resolution)	\$5/vehicle		
Boat Launch - Daily Permit (established by separate resolution)	\$5.00		
Revocable Occupany Permit for enroachment/obstructions upon park property	\$25.00		
Banner Placement	Fee		
Claude Allouez Bridge	\$100.00		
Over Third and Reid Street	\$100.00		
Existing Poles in City Right of Way	\$100.00		

**De Pere Community Center
Fees 2014 - 2015**

Room Reservations						
	Current Resident Fee	Resident for 2015	Current Non-Resident	Non-Resident for 2015	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2015
Large Activity Rooms with Kitchens/Four Hour Rental	\$135.00	\$145.00	\$165.00	\$175.00		
Large Activity Rooms with Kitchens Full Day Rental	\$215.00	\$225.00	\$265.00	\$275.00		
Meeting Rooms/Four Hour Rental	\$60.00	\$65.00	\$85.00	\$90.00		
Meeting Rooms/Full Day Rental	\$90.00	\$95.00	\$115.00	\$120.00		
Meeting Rooms/Additional Hours					\$15.00/hr	\$17.00/hr
Large Activity Rooms/Additional Hours					\$30.00/hr	33.00/hr
Set up/Clean up Fee Per Hour					\$50.00	\$55.00
Call In Fee Per Time					\$30.00	\$35.00
Reservation Cancellation Fee Per Time					\$20.00	\$25.00
Security Deposit					Match	Rental Fee
Security Deposit for Non-Profit or Youth Organizations Flat Rate					\$125.00	N/A

Storage Bins/Cabinets/Audio-Visual Equipment						
	Current Resident Fee	Resident for 2014	Current Non-Resident	Non-Resident for 2014	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2015
Storage Bins 6 month minimum					\$62.00	\$68.00
Storage Bins Per Year					\$124.00	\$136.00
Bins Per Month					\$7.00	\$8.00
TV, VCR, DVD Player (Per Unit)					\$10.00	\$12.00
35mm Slide Projector (Per Unit)					\$10.00	\$12.00
Overhead Projector (Per Unit)					\$10.00	\$12.00
Cordless Microphone (Per Unit)					\$10.00	\$12.00
Conference Phone (Per Unit)					\$10.00	\$12.00
LCD Projector/digital Presenter (Per Unit)					\$25.00	\$28.00

Contracted Rental Agreements						
	Current Fee	Fee 2015				
Brown County Per Month	\$215.00	N/A				
NWTC/Class/Rental for Rooms	\$15.00	\$17.00				
NWTC/Class/Rental for Kitchens	\$20.00	\$22.00				

Community Center Recreation Programs - YOUTH PROGRAMS						
	Current Resident Fee	Resident for 2015	Current Non-Resident	Non-Resident for 2015	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2015
Program Cancellation Fee					\$7.50	\$8.00
Lego Engineering/Advanced Lego Engineering	\$61.00	\$67.00	\$76.00	\$82.00		
Legos for Littles	N/A	\$49.00	N/A	\$64.00		
Frozen Tundra Lego Workshop	\$20.00	\$22.00	\$35.00	\$37.00		
Young Actors Workshop	\$11.00	\$12.00	\$22.00	\$24.00		
Movie and A	\$11.00	\$12.00	\$22.00	\$24.00		
Parents Night Out	N/A	\$12.00	N/A	\$24.00		
Holiday Workshops	\$11.00	\$12.00	\$22.00	\$24.00		
Holiday Treats Galore	\$11.00	\$12.00	\$22.00	\$24.00		
Special Tea Parties	\$13.00	\$14.00	\$26.00	\$28.00		
Learning Tree Adventures	\$115.00	\$126.00	\$130.00	\$141.00		
Preschool Snippets for Little Explorers	\$13.00	\$14.00	\$26.00	\$28.00		
Kamp Kinder Adventure	\$45.00	\$50.00	\$60.00	\$65.00		
Creative Adventure Club	\$35.00	\$38.00	\$50.00	\$53.00		
Sports Galore	\$23.00	\$25.00	\$38.00	\$40.00		
Sports'tacular	N/A	\$5.00	N/A	\$10.00		
Awesome Games	\$23.00	\$25.00	\$38.00	\$40.00		
Art Expressions (1 hr. class)	\$35.00	\$38.00	\$50.00	\$53.00		
Art Expressions (45 min. class)	\$30.00	\$33.00	\$45.00	\$48.00		
Shake, Rattle & Roll	\$26.00	\$29.00	\$41.00	\$44.00		
Terrific Tots - Adventure in Exercise	\$35.00	\$38.00	\$50.00	\$53.00		
Tumblebees (8 weeks)	\$24.00	\$26.00	\$39.00	\$41.00		
Tumblebees (10 weeks)	\$34.00	\$37.00	\$49.00	\$52.00		
Tiny Tumblers (8 weeks)	\$24.00	\$26.00	\$39.00	\$41.00		
Tiny Tumblers (12 weeks)	\$40.00	\$44.00	\$55.00	\$59.00		
Tumbling (12 weeks)	\$40.00	\$44.00	\$55.00	\$59.00		

Community Center Recreation Programs - YOUTH PROGRAMS cont'd

Bump-Set-Spike	\$16.00	\$18.00	\$31.00	\$33.00		
Dance with Ribbons Camp	\$11.00	\$12.00	\$22.00	\$24.00		
Baton Twirling Clinic	\$20.00	\$22.00	\$35.00	\$37.00		
Twirl Team	\$117.00	\$130.00	\$132.00	\$145.00	*Costume fee included	
Spring Pom Clinic	\$12.00	\$13.00	\$24.00	\$26.00		
Summer Pom Clinic	\$27.00	\$30.00	\$42.00	\$45.00		
Pom & Dance	\$95.00	\$105.00	\$110.00	\$120.00	*Costume fee included	
ABC, 123 Dance with Me	\$30.00	\$33.00	\$45.00	\$48.00		
Summer Dance Pre-Ballet (3-4 yrs)	\$24.00	\$26.00	\$39.00	\$41.00		
Summer Dance Tap/Ballet/Hip Hop/Jazz	\$29.00	\$32.00	\$44.00	\$47.00		

Adult/Senior Programs

	Current Resident Fee	Resident for 2015	Current Non- Resident	Non-Resident for 2015	Current Resident Senior Citizen	Resident Senior Citizen 2015
Watercolor & Water Mixed Media	N/A	\$55.00	N/A	\$70.00	N/A	\$42.00
Art Workshops	\$11.00	\$12.00	\$22.00	\$24.00	\$9.00	\$9.00
Sewing	\$40.00	\$44.00	\$55.00	\$59.00	\$30.00	\$33.00
Stained Glass	\$40.00	\$44.00	\$55.00	\$59.00	\$30.00	\$33.00
Studio Oil Paint	\$64.00	\$70.00	\$79.00	\$85.00	\$48.00	\$53.00
Windows 8 Computer Class	\$45.00	\$49.00	\$60.00	\$64.00	\$34.00	\$37.00
Beginning Computer Seminars	\$8.00	\$9.00	\$16.00	\$18.00	\$6.00	\$7.00
Social Dance - Ballroom (10 weeks)	\$35.00	\$38.00	\$50.00	\$53.00	\$27.00	\$29.00
Social Dance - Semi-Private (5 weeks)	\$32.00	\$35.00	\$47.00	\$50.00	\$24.00	\$27.00
Dances for Weddings <i>(changed from 6 weeks to 5 weeks)</i>	\$22.00	\$20.00	\$37.00	\$35.00	\$17.00	\$15.00
Yoga - Mornings (7 weeks)	\$35.00	\$38.00	\$50.00	\$53.00	\$27.00	\$29.00
Yoga - Evenings (6 weeks)	\$30.00	\$33.00	\$45.00	\$48.00	\$23.00	\$25.00
Yoga - Evenings (7 weeks)	\$35.00	\$38.00	\$50.00	\$53.00	\$27.00	\$29.00
Inspirational Yoga	N/A	\$35.00	N/A	\$50.00	N/A	\$27.00
Yogis in the Park	\$28.00	\$31.00	\$43.00	\$46.00	-	-
PiYo Core	\$35.00	\$38.00	\$50.00	\$53.00	\$27.00	\$29.00
Active U	\$23.00	\$25.00	\$38.00	\$40.00	-	-
Hoop and More for Your Core	\$22.00	\$25.00	\$37.00	\$40.00	\$17.00	\$19.00
Pilates	N/A	\$35.00	N/A	\$50.00	N/A	\$27.00
20/20/20 (6 weeks - summer)	\$21.00	\$23.00	\$36.00	\$38.00	\$16.00	\$18.00
20/20/20 (7 weeks)	N/A	\$38.00	N/A	\$53.00	N/A	\$29.00

Adult/Senior Programs cont'd						
Zumba/Zumba Gold (6 weeks)	\$21.00	\$23.00	\$36.00	\$38.00	\$16.00	\$18.00
Zumba/Zumba Gold (7 weeks)	\$23.00	\$25.00	\$38.00	\$40.00	\$18.00	\$19.00
	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2015				
Senior Picnic	\$2.50	\$3.00				
Cribbage Tournament	\$24.00	N/A				

Kidz Zone						
	Current Resident Fee	Resident for 2015	Current Non-Resident	Non-Resident for 2015	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2015
Registration Fee					\$25.00	N/A
Cancellation Fee 2 week notice (retain fee for 2 weeks)						
Early Release Days Per Participant					\$13.00	\$14.00
All Fees for Kidz Zone are per participant/per week						
Full Time (4-5 days a week) Before School					\$35.00	\$38.00
Full Time (4-5 days a week) After School					\$40.00	\$44.00
Full Time (4-5 days a week) Before & After School					\$67.00	\$74.00
Part-Time (3 days or less a week) Before School					\$23.00	\$25.00
Part-Time (3 days or less a week) After School					\$28.00	\$31.00
Part-Time (3 days or less a week) Before & After School					\$50.00	\$55.00
Kid's Day Camps	\$26.00	\$29.00	\$41.00	\$44.00		
Birthday Parties (\$85 minimum)					\$13.00/child	\$14.00/child

Summer Camp						
	Current Resident Fee	Resident for 2015	Current Non-Resident	Non-Resident for 2015	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2015
Registration Fee Per Participant					\$25.00	N/A
Cancellation Fee for one week/Per Participant (with 2 week notice)					\$30.00	\$33.00
Cancellation Fee for all additional weeks/Per Participant (with 2 week notice)					\$50.00	\$55.00
Weekly Camp Fee	\$120.00	\$132.00	\$135.00	\$147.00		
Half Day/4th of July Week	\$95.00	\$105.00	\$110.00	\$120.00		

Summer Playgrounds						
	Current Resident Fee	Resident for 2015	Current Non- Resident	Non-Resident for 2015	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2015
Playground Program					\$10.00	\$12.00
Ice Cream Socials					\$1.00	\$1.50
Youth Night Swims & Karaoke					\$3.00	\$3.50
Summer Carnival					\$0.20	N/A

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

2015 Increase fee 10% as per budget

Adult Leagues

	Resident	Non-Resident	Team Fee
Kickball	\$19.00	\$40.00	\$121.00
Flag Football	\$19.00	\$40.00	\$121.00
Softball-Summer	\$35.00	\$59.00	\$214.00
Softball-Fall	\$19.00	\$40.00	\$121.00
Basketball	\$35.00	\$59.00	\$214.00

Fitness Classes /Programs

(prices based on a 7 week class & are adjusted accordingly for classes that are not 7 weeks)

	Resident	Non-Resident	R-Senior Citizen (25% discount off Resident Fee)
Boot Camp (1 hour 1x/week)	\$21.00	\$36.00	\$16
Fit N' Trim Exercise (45 min 2x/week)	\$30.00	\$45.00	\$23
100mi May	\$43.00	\$58.00	N/A

Syble Hopp Aquatics

(prices based on a 7 week class & are adjusted accordingly for classes that are not 7 weeks)

	Resident	Non-Resident	R-Senior Citizen (25% discount off Resident Fee)
Baby and Me	\$19.00	\$34.00	N/A
Water Aerobics - Syble Hopp	\$34.00	\$49.00	\$26

Attachment: Parks - Rec (2916 : Resolution #14-140, Regarding Park & Rec 2015 Fees)

Summer Pools

		R-Senior Citizen (25% discount off Resident Fee)		
General Admission Tickets		Resident	Non-Resident	
	Baby Pool	\$1.25	\$2.50	N/A
	Single	\$4.00	\$7.00	N/A
	Family	\$12.00	\$18.00	N/A

Family Swim

	Baby Pool	\$0.75	\$1.25	N/A
	Single	\$2.00	\$3.50	N/A
	Family	\$6.00	\$9.00	N/A

Pre-Season Swim Passes

	Baby	\$18.00	\$36.00	N/A
	Single	\$47.00	\$65.00	N/A
	Senior	\$35.00	N/A	N/A
	Family	\$72.00	\$88.00	N/A

In-Season Swim Passes

	Baby	\$36.00	\$36.00	N/A
	Single	\$65.00	\$65.00	N/A
	Senior	\$35.00	\$35.00	N/A
	Family	\$88.00	\$88.00	N/A

Water Fitness Classes

Shallow Water Aerobics (3 week sessions)	\$33.00	\$48.00	\$25
Rise And Shine Water Aerobics	\$50.00	\$65.00	\$38
Aqua Zumba	\$25.00	\$40.00	\$19

Swim Lessons

Swim Lessons (3 week)	\$33.00	\$48.00	N/A
9-Week Swim Lessons	\$25.00	\$40.00	N/A

Private Lessons

4- 30 minute lessons	\$72.00	\$87.00	\$54
8- 30 minute lessons	\$132.00	\$147.00	\$99

Lap Swim

Pre-Season Pass/Lap Swim	\$33.00	\$48.00	\$25
In-Season	\$50.00	\$65.00	\$38
One time	\$3.50	\$5.50	N/A

Pool Rentals--see separate pool schedule for rentals

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Youth/Adult/Family Programs

		R-Senior Citizen (25% discount off Resident Fee)		
Youth Rec Night		Resident	Non-Resident	
	Day Pass	\$3.50	\$5.50	N/A
	Season Pass	\$24.00	\$39.00	N/A

Youth Dance

	45 Minute Classes	\$136.00	\$151.00	N/A
	30 Minute Classes	\$113.00	\$128.00	N/A

Martial Arts (priced for 7 week class-adjusted accordingly for classes that aren't 7 weeks)

	Tae Kwon Do	\$25.00	\$40.00	\$19
	Little Ninjas	\$18.00	\$33.00	N/A
	Tai Chi	\$20.00	\$35.00	\$15

Tennis

	Tennis Lessons - Youth	\$26.00	\$41.00	N/A
	Tennis 101	\$32.00	\$47.00	\$24
	Adult Tennis League	\$18.00	\$33.00	\$14
	High School Tennis League	\$35.00	\$50.00	N/A
	Youth Tennis Tournament (dbl elim)	\$11/singles	\$15/doubles	N/A
	10 and Under	\$19.00	\$34.00	N/A

Youth Sports

	Grade School Gridiron	\$37.00	\$52.00	N/A
	Kindergarten Gridiron	\$15.00	\$30.00	N/A
	Parkour	\$33.00	\$48.00	N/A

Other Park, Recreation and Forestry Fees

		R-Senior Citizen (25% discount off Resident Fee)		
		Resident	Non-Resident	
	Softball Field Reservations/Day Permits	\$32.00	\$32.00	N/A
	Softball Light Usage	\$21.00	\$21.00	N/A
	Base Rental (deposit only)	\$20.00	\$20.00	N/A

Parks and Facilities Rental Fees

	Non-Revenue Generation Organizations and De Pere Service Groups	Any Revenue Generating Organizations
Softball/Baseball Fields (per field)	\$57/day with lights	\$114/day; +\$21 for lights
Soccer/Football Fields (per field)	\$34/day with lights	\$57/day; +\$24 for lights
Tennis Courts (battery of 3 courts)	\$28/day	\$113/day
Boat Launches (ramps open to public)	\$57/day	\$113/day
Parks (only Fairgrounds, Legion, VFW & Voyageur Parks)	\$170/day; shelters extra	\$340/day; shelters extra
Swimming Pools	contact department for availability and rates	contact department for availability and rates

Pool Rental Fee Schedule				
Number of Patrons	1 hour rental	2 hour rental	3 hour rental	4 hour rental
1-60	\$137.00	\$203.00	\$270.00	\$336.00
61-136	\$170.00	\$253.00	\$336.00	\$418.00
137-236	\$203.00	\$303.00	\$402.00	\$501.00
237-336	\$236.00	\$358.00	\$479.00	\$600.00
*Non-residents add \$50 to rental cost.				

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #14-141, Regarding Certain Fees.

ATTACHMENTS:

- Reso14-141 (DOCX)
- Building (PDF)
- Clerk-Treasurer (PDF)
- Electric (PDF)
- HVAC (PDF)
- Planning (PDF)
- Plumbing (PDF)
- Police (PDF)
- Public Works (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

RESOLUTION #14-141

REGARDING CERTAIN FEES

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

Such fees established hereunder shall be effective January 1, 2015.

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 16th day of December, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes ____

Nays ____

Attachment: Reso14-141 (2959 : Resolution #14-141, Regarding Certain Fees)

BUILDING DEPARTMENT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed Fee
Residential - New/Add	\$30	\$35	\$.09/sq ft	\$.10/sq ft
Commercial Tenant Buildout	\$30	\$100	\$.09/sq ft	\$.20/sq ft
Warehouses	\$100	no change	\$.10/sq ft	no change
Comm/Ind/Institutional - New/Add	\$100	no change	\$.18/sq ft	\$.20/sq ft
Comm/Ind/Institutional - Alt/Rep/Rem	\$50 min/\$10,000 max	\$100 min/\$10,000 max	\$6/\$1,000	\$10/\$1,000
Residential - Alt/Rep/Rem	\$50 min/\$10,000 max	\$75 min/\$10,000 max	\$6/\$1,000	\$8/\$1,000
1-2 Family Dwelling Plan Review - New/Add			\$100.00	\$125.00
Multi-Fam/Comm/Ind Plan Review - New/Add			\$175.00	\$200.00
Commercial Plan Review <25,000 cu ft			\$200.00	\$225.00
Flood Plain Development Fee			\$100.00	\$150.00
Flood Plain Zoning Letter			\$35.00	\$50.00
Soil Erosion Control Fee <20,000 sq ft			\$80.00	no change
Soil Erosion Control Fee >20,000 sq ft			\$200.00	no change
State UDC Permit Seal			\$45.00	\$50.00
Residing/soffits	\$50.00	n/a	\$6/\$1,000	\$75 flat fee
Deck/Gazebo			\$30.00	\$50.00
Shed (<200 sq ft)			\$30.00	\$50.00
Detached Garage (>200 sq ft)			\$50.00	\$75.00
Swimming Pool/Hot Tub/Spa	\$50.00	no change	\$6/\$1,000	no change
Canopy (installed over gas station dispensers)			\$200.00	\$250.00
Awnings/Canopies			\$50.00	no change
Moving Building (<600 sq ft)			\$50.00	no change
Moving Building (>600 sq ft)			\$300.00	no change
Wrecking Permit (<600 sq ft)			\$30.00	\$40.00
Wrecking Permit (>600 sq ft)			\$125.00	\$150.00
Early Start (footings & foundation)			\$100.00	no change
Fence			\$30.00	\$40.00
Reinspection Fee			\$50.00	no change
Renew Lapsed Permit			\$30.00	\$50.00
Grade Permit			\$50.00	no change
Docks			\$50.00	no change

BUILDING DEPARTMENT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed Fee
Fox River Bank Stabilization/Rip Rap			\$50.00	no change
Cell Towers				\$50.00
Bleachers/Assembly Seating				\$100.00
Residential Driveway/Parking Lot				\$30.00
Comm/Ind/Multi Driveway/Parking Lot				\$100.00
Sign Contractor Annual License			\$100.00	no change
Sign Permit - Minimum			\$40.00	\$75.00
Sign Variance			\$100.00	\$150.00
Payment in Lieu of Dedication - Single Family			\$300.00	no change
Payment in Lieu of Dedication - Two Family			\$600.00	no change
Payment in Lieu of Dedication - Multi Family			\$130.00/bedroom	no change

CLERK-TREASURER FEES

TYPE OF LICENSE/PERMIT SOLD AT CITY HALL	CURRENT FEE (2014)	PROPOSED FEE FOR 2015
AUTO SALVAGE YARD	\$100.00	no change
CHICKEN PERMIT (\$5.00 total for 4 chickens)	\$5.00	\$6.00
CIGARETTE	\$100.00	no change
CLASS A BEER With LIQUOR	\$65.00	no change
CLASS A BEER Without LIQUOR	\$625.00	no change
CLASS A LIQUOR	\$190.00	no change
CLASS B BEER	\$100.00	no change
CLASS B LIQUOR	\$350.00	no change
CLASS C	\$100.00	no change
JUNK COLLECTOR/DEALER LICENSE	\$100.00	no change
LATE FEE (FOR DOG/CAT LICENSES)	\$5.00	no change
LETTERS OF SPECIALS	\$35.00	\$40.00
MOBILE HOME OFF MOBILE HOME PARK (INSPECTION FEE)	\$125.00	no change
MOBILE HOME PARK	\$50.00	no change
MOBILE HOME MONTHLY PARKING FEE	determined by Assessor, based in west side mil rate	
NEUTERED/SPAYED CAT	\$5.00	\$6.00
NEUTERED/SPAYED DOG (County \$3.50-City \$1.50 Split)	\$5.00	\$6.00
NEUTERED/SPAYED PUPPY (County -City Split)	\$5.00	\$6.00
OPERATOR	\$55.00	no change
OPERATOR WITH PROVISIONAL OPERATOR	\$70.00	no change
PASSPORT FEE (US DOS)	\$25.00	no change
PAWN BROKER/SECONDHAND ARTICLE/JEWELRY DEALER	\$50.00	no change
PROCESSING FEE FOR BACKGROUND CHECKES	\$15.00	no change
PUBLIC DANCE	\$2/dance; \$10/annually	no change
PUBLICATION FEE	\$30.00	\$60.00
ROOM TAX	no fee established/necessary	
SECONDHAND ARTICLE DEALER MALL/FLEA MARKET	\$50.00	no change
SEXUALLY ORIENTED ADULT ESTABLISHMENT	\$250.00	no change
SEXUALLY ORIENTED ADULT ESTABLISHMENT LATE FEE	\$100.00	no change
SEXUALLY ORIENTED ADULT ESTABLISHMENT RENEWAL	\$250.00	no change
SHOWS AND AMUSEMENT, CARNIVAL	\$20.00	no change

CLERK-TREASURER FEES

TYPE OF LICENSE/PERMIT SOLD AT CITY HALL	CURRENT FEE (2014)	PROPOSED FEE FOR 2015
SOLICITOR	\$90.00	no change
SOLICITOR (REPLACEMENT CARD)	\$10.00	no change
TAXI	\$45/1st vehicle; \$10 thereafter	no change
TAXI - More than 7 person capacity	\$95.00	no change
TEMPORARY CLASS B (PICNIC) BEER/WINE	\$10.00	no change
UNNEUTERED/UNSPAYED CAT	\$11.00	\$12.00
UNNEUTERED/UNSPAYED DOG (County - City Split)	\$11.00	\$12.00
UNNEUTERED/UNSPAYED PUPPY	\$5.00	\$6.00

ELECTRIC PERMIT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed Fee
Residential - New/Add	\$30.00	\$35.00	\$.05/sq ft	\$.08/sq ft
Warehouses - New/Add	\$30.00	\$35.00	\$.08/sq ft	\$.10/sq ft
Comm/Ind/Inst - New/Add	\$30.00	\$35.00	\$.10/sq st	\$.12/sq ft
Alt/Repair/Remodel (1-30 fixtures)	\$30.00	\$35.00	\$30.00-\$48.00	\$50.00
Alt/Repair/Remodel (31-60 fixtures)			\$53.00-\$74.00	\$75.00
Alt/Repair/Remodel (61-90 fixtures)			\$80.00-\$90.00	\$100.00
Alt/Repair/Remodel (>90 fixtures)			\$95 + \$.53/ea. opening > 100)	\$125 + \$.50/ea. opening >90)
Install/Modify Fire Alarm System			\$30.00	\$50.00
Single Family Service Change			\$30.00	\$50.00
Two Family Service Change			\$40.00	\$50.00
Service Change (all others)			\$50.00	\$75.00
Gas Station Pump Control Panel			\$40.00	\$50.00
Gas Station Canopy Lights			\$30.00	\$50.00
Gas Station Motors			\$30.00	\$50.00
Gas Station Dispensers			\$30.00	\$50.00
Illuminated Signs			\$30.00	\$50.00
Temporary Electrical Service			\$30.00	\$50.00
Accessory Building			\$30.00	\$35.00
Re-inspection Fee			\$30.00	\$50.00
Cell Tower				\$75.00

HVAC PERMIT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed Fee
Residential - New/Add	\$30.00	\$35.00	\$.06/sq ft	\$.08/sq ft
Multi-Family - New/Add				\$.12/sq ft
Comm/Ind/Inst - New/Add	\$50.00	\$75.00	\$.10/sq ft	\$.12/sq ft
Warehouses - infrared heating units			\$100/unit	\$125/unit
1-2 Family - Alt/Repair/Remodel	\$30.00	\$35.00	\$5/\$1,000	\$6/\$1,000
Multi/Comm/Ind/Inst - Alt/Rep/Rem	\$50.00	\$75.00	\$5/\$1,000	\$7/\$1,000
Furnace/Boiler Replacement			\$30.00	\$50.00
Air Conditioner			\$30.00	\$50.00
Fireplace			\$40.00	\$50.00
Wood Burning Stove			\$40.00	\$50.00
Geo Thermal				\$50.00
Reinspection Fee			\$50.00	no change

PLANNING DEPARTMENT FEES

Fee Type	Current Fee	Proposed Fee
Rezoning Application	\$260.00	\$275.00
Variance Request	\$120.00	\$150.00
Conditional Use Application	\$260.00	\$275.00
Site Plan Review	\$260.00	\$275.00
Right-of-way Vacation	\$260.00	\$275.00
Street Name Change	\$160.00	\$200.00
Plat Review Preliminary	\$250 + \$50/lot	\$250 + \$60/lot
Final Plat	\$165.00	\$175.00
CSM Review	\$300.00	\$330.00
Land Use Permit	\$100.00	\$150.00
Revocable Occupany Permit	n/a	\$25.00

PLUMBING PERMIT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed Fee
Residential - New/Add/Alt	\$30.00	\$35.00	\$8/fixture	\$9/fixture
Buildings Requiring State Approval (16+ fixtures)			\$175 + \$8/fixture	\$175 + \$9/fixture
Lawn Sprinkler Systems			\$40.00	\$50.00
Fire Suppression Sprinkler System			\$250 + \$50/riser or floor	\$300 + \$75/riser or floor
Replacement Water Heater			\$30.00	\$50.00
Cap sanitary sewer			\$35.00	\$50.00
Sewer Lateral Connection			\$100.00	no change

POLICE DEPARTMENT FEES

Fee Type	Current Fee	Proposed Fee
Pawnbroker/Secondhand Article/Jewelry Dealer Daily Reporting Failure*	\$10.00	
Sexually Oriented Adult Establishment Employee Registration*	\$5.00	
Parade*		
*Other fee information not available in advance of Council meeting		

PUBLIC WORKS FEES

PERMIT	2014 FEE	2015 FEE
Excavation Permit		
Small Utility Project Permit	\$50.00	\$55.00
Medium Utility Project Permit	\$100.00	\$110.00
Large Utility Project Permit	\$150.00	\$165.00
Very Large Utility Project Permit	Actual costs	Actual costs
Excavation in ROW Outside of Street Area	\$50.00	\$55.00
Boring within Street ROW-Servicing One Property & Sewer is Located Behind Curb	\$50.00	\$55.00
Boring within Street ROW	\$375.00	\$415.00
Road/Street Open-Cut Excavation within Street Pavement Area	\$750.00	\$825.00
Curb Cut	\$15.00	\$20.00
Concrete Workers License	\$30.00	\$35.00
Small Garbage Container	\$25.00	\$30.00
Large Garbage Container	\$90.00	\$100.00
Small Recycle Container	\$67.61	\$75.00
Large Recycle Container	\$74.68	\$85.00
Overflow Tags	\$1.50	\$2.00
Freon Stickers	\$20.00	\$25.00
**Sidewalk Snow Removal Fee	\$0.80/LF	\$0.91/LF
**Sidewalk Compact Snow Removal Fee	\$1.03/LF	\$1.41/LF
Grade Setting Permit	\$25.00	\$30.00
Private Well Permit (5 year permit)		
New	\$25.00	\$500.00
Renewal	n/a	\$200.00
Water Development Charges	Set by ordinance per CBCWA	
Post Construction runoff	no fee established	no fee established

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

Attachment: Public Works (2959 : Resolution #14-141, Regarding Certain Fees)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: December 16, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 12-16-14 VOUCHERS (PDF)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Boyd, Crevier, Donovan, Kneiszel, Lueck, Rafferty
EXCUSED:	Kevin Bauer, Dean Raasch

PACKET: 04609 DEC 2014 COUNCIL - 2 12-16-14

VENDOR SET: 01

BANK : AP ASSOCIATED

26.a

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7078	A & K TRUCKLAND							
	I-49423	A & K TRUCKLAND	R	12/16/2014		232.00CR	073526	232.00
1681	ADVANCE CONSTRUCTION INC							
	I-13-18 (3) FINAL	ADVANCE CONSTRUCTION INC	R	12/16/2014		94,317.34CR	073527	94,317.34
2982	ALL CITY COMMUNICATIONS							
	I-4699567-120114	ALL CITY COMMUNICATIONS	R	12/16/2014		175.50CR	073528	175.50
6803	AUTOMATIC MOTORS INC.							
	I-53113	AUTOMATIC MOTORS INC.	R	12/16/2014		3,316.74CR	073529	3,316.74
6842	BADGER SPORTING GOODS CO., INC.							
	I-95061	BADGER SPORTING GOODS CO., INC	R	12/16/2014		303.16CR	073530	303.16
0023	BATTERIES PLUS LLC							
	I-501-237624-01	BATTERIES PLUS LLC	R	12/16/2014		298.60CR	073531	
	I-501-434058	BATTERIES PLUS LLC	R	12/16/2014		118.50CR	073531	
	I-501-444765	BATTERIES PLUS LLC	R	12/16/2014		933.12CR	073531	
	I-501-445536	BATTERIES PLUS LLC	R	12/16/2014		169.50CR	073531	
	I-501-445723	BATTERIES PLUS LLC	R	12/16/2014		189.50CR	073531	1,709.22
0027	BAY TOWEL INC							
	I-1898892	BAY TOWEL INC	R	12/16/2014		38.11CR	073532	
	I-1898893	BAY TOWEL INC	R	12/16/2014		54.41CR	073532	
	I-1898894	BAY TOWEL INC	R	12/16/2014		21.22CR	073532	
	I-1900961	BAY TOWEL INC	R	12/16/2014		84.05CR	073532	
	I-1902362	BAY TOWEL INC	R	12/16/2014		38.11CR	073532	
	I-1902363	BAY TOWEL INC	R	12/16/2014		57.58CR	073532	
	I-1905835	BAY TOWEL INC	R	12/16/2014		54.41CR	073532	347.89
0025	BAYCOM INC							
	I-160244	BAYCOM INC	R	12/16/2014		1,131.07CR	073533	1,131.07
7067	BEST STUMP GRINDING LLC							
	I-11242014	BEST STUMP GRINDING LLC	R	12/16/2014		1,012.00CR	073534	1,012.00
0038	BROADWAY AUTOMOTIVE INC							
	I-732230P	BROADWAY AUTOMOTIVE INC	R	12/16/2014		66.84CR	073535	66.84
0039	BROOKS TRACTOR INC							
	I-D35804	BROOKS TRACTOR INC	R	12/16/2014		71.62CR	073536	71.62

Attachment: 12-16-14 VOUCHERS (2019 : Voucher Approval.)

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-916	BROWN COUNTY HIGHWAY DEPARTMEN	R	12/16/2014		332,487.33CR	073537	332,487.33
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-26630	BROWN COUNTY PORT SOLID WASTE	R	12/16/2014		15,831.56CR	073538	15,831.56
2984	BROWN COUNTY TREASURER							
	I-2014-00000001	BROWN COUNTY TREASURER	R	12/16/2014		2,393.00CR	073539	2,393.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-196768	CARQUEST AUTO PARTS LLC	R	12/16/2014		110.34CR	073540	
	I-6339-196834	CARQUEST AUTO PARTS LLC	R	12/16/2014		59.32CR	073540	169.66
2708	CLEANING SOLUTION SERVICES INC							
	I-05-9587	CLEANING SOLUTION SERVICES INC	R	12/16/2014		1,375.00CR	073541	
	I-05-9815	CLEANING SOLUTION SERVICES INC	R	12/16/2014		1,375.00CR	073541	
	I-05-9846	CLEANING SOLUTION SERVICES INC	R	12/16/2014		44.69CR	073541	2,794.69
0217	COUNTRY VISIONS COOPERATIVE							
	I-201412084076	COUNTRY VISIONS COOPERATIVE	R	12/16/2014		55.92CR	073542	
	I-201412084077	COUNTRY VISIONS COOPERATIVE	R	12/16/2014		3.79CR	073542	
	I-201412094084	COUNTRY VISIONS COOPERATIVE	R	12/16/2014		111.59CR	073542	171.30
0063	DAANEN & JANSSEN INC							
	I-143423	DAANEN & JANSSEN INC	R	12/16/2014		50.00CR	073543	50.00
0917	RICK W DE WEERT							
	I-201412084078	RICK W DE WEERT	R	12/16/2014		31.62CR	073544	31.62
3212	DIXON ENGINEERING INC							
	I-14-8266	DIXON ENGINEERING INC	R	12/16/2014		2,650.00CR	073545	2,650.00
6169	ELIFEGUARD INC							
	I-56170	ELIFEGUARD INC	R	12/16/2014		52.55CR	073546	52.55
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-NOVEMBER 2014	EMS MEDICAL BILLING ASSOC LLC	R	12/16/2014		4,494.90CR	073547	
	I-OCTOBER 2014	EMS MEDICAL BILLING ASSOC LLC	R	12/16/2014		5,866.14CR	073547	10,361.04
0331	FERGUSON WATERWORKS #1476 INC							
	I-153857-1	FERGUSON WATERWORKS #1476 INC	R	12/16/2014		1,164.30CR	073548	
	I-160416	FERGUSON WATERWORKS #1476 INC	R	12/16/2014		5,111.75CR	073548	
	I-160655	FERGUSON WATERWORKS #1476 INC	R	12/16/2014		58.00CR	073548	
	I-161328	FERGUSON WATERWORKS #1476 INC	R	12/16/2014		487.00CR	073548	6,821.05

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
2627	FESTIVAL FOODS INC							
	I-201412084079	FESTIVAL FOODS INC	R	12/16/2014		50.14CR	073549	
	I-201412084080	FESTIVAL FOODS INC	R	12/16/2014		25.44CR	073549	
	I-201412094085	FESTIVAL FOODS INC	R	12/16/2014		259.29CR	073549	334.87
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-13684	FIRE APPARATUS & EQUIPMENT INC	R	12/16/2014		420.64CR	073550	420.64
0200	FIRST SUPPLY GREEN BAY LLC							
	I-2833051-00	FIRST SUPPLY GREEN BAY LLC	R	12/16/2014		9.54CR	073551	9.54
0105	FOX SPECIALITY COMPANY							
	I-101625	FOX SPECIALITY COMPANY	R	12/16/2014		414.38CR	073552	414.38
0089	FRV INC							
	I-122964	FRV INC	R	12/16/2014		294.00CR	073553	294.00
7079	G & O THERMAL SUPPLY COMPANY							
	I-945909	G & O THERMAL SUPPLY COMPANY	R	12/16/2014		592.00CR	073554	592.00
2052	GEGARE PURCHASING LLC							
	I-110614	GEGARE PURCHASING LLC	R	12/16/2014		140.00CR	073555	140.00
0116	GRAINGER INC							
	I-9601569016	GRAINGER INC	R	12/16/2014		365.09CR	073556	365.09
0124	GREEN BAY CITY TREASURER							
	I-100482	GREEN BAY CITY TREASURER	R	12/16/2014		187.01CR	073557	187.01
0446	HAWKINS INC							
	I-3668222 RI	HAWKINS INC	R	12/16/2014		4,417.63CR	073558	4,417.63
3521	HD SUPPLY WATERWORKS LTD							
	I-D201612	HD SUPPLY WATERWORKS LTD	R	12/16/2014		3,792.48CR	073559	
	I-D267191	HD SUPPLY WATERWORKS LTD	R	12/16/2014		450.00CR	073559	4,242.48
5484	HYDRO DESIGNS INC							
	I-33858-IN	HYDRO DESIGNS INC	R	12/16/2014		691.00CR	073560	
	I-34020-IN	HYDRO DESIGNS INC	R	12/16/2014		1,415.00CR	073560	2,106.00
1399	INDOFF INC							
	I-2546646	INDOFF INC	R	12/16/2014		35.81CR	073561	
	I-2547352	INDOFF INC	R	12/16/2014		219.98CR	073561	
	I-2547353	INDOFF INC	R	12/16/2014		101.39CR	073561	
	I-2548302	INDOFF INC	R	12/16/2014		84.97CR	073561	
	I-2550784	INDOFF INC	R	12/16/2014		41.20CR	073561	
	I-2551320	INDOFF INC	R	12/16/2014		8.95CR	073561	492.30

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1276	JX ENTERPRISES INC							
	C-D-242960035	JX ENTERPRISES INC	R	12/16/2014		105.18	073562	
	I-D-243090141	JX ENTERPRISES INC	R	12/16/2014		43.84CR	073562	
	I-D-243230152	JX ENTERPRISES INC	R	12/16/2014		45.85CR	073562	
	I-D-243250003	JX ENTERPRISES INC	R	12/16/2014		20.75CR	073562	
	I-D-243290037	JX ENTERPRISES INC	R	12/16/2014		76.39CR	073562	
	I-D-243360010	JX ENTERPRISES INC	R	12/16/2014		275.47CR	073562	
	I-D-243360021	JX ENTERPRISES INC	R	12/16/2014		9.52CR	073562	
	I-D-243360121	JX ENTERPRISES INC	R	12/16/2014		4.84CR	073562	371.48
3140	KUNDINGER FLUID POWER INC							
	I-50310011	KUNDINGER FLUID POWER INC	R	12/16/2014		132.98CR	073563	132.98
6444	KWIK TRIP INC							
	I-NP42857933	KWIK TRIP INC	R	12/16/2014		166.69CR	073564	166.69
6871	LAMAR COMPANIES							
	I-105549639	LAMAR COMPANIES	R	12/16/2014		625.00CR	073565	625.00
0156	LAWSON PRODUCTS INC							
	I-9302895534	LAWSON PRODUCTS INC	R	12/16/2014		25.17CR	073566	
	I-9302895535	LAWSON PRODUCTS INC	R	12/16/2014		485.57CR	073566	510.74
6890	MACH IV ENG & SURVEYING LLC							
	I-3068	MACH IV ENG & SURVEYING LLC	R	12/16/2014		1,000.00CR	073567	1,000.00
1443	MARTIN SYSTEMS INC							
	I-112937	MARTIN SYSTEMS INC	R	12/16/2014		299.40CR	073568	
	I-112938	MARTIN SYSTEMS INC	R	12/16/2014		299.40CR	073568	598.80
0173	MENARDS INC							
	I-52010	MENARDS INC	R	12/16/2014		140.49CR	073569	
	I-52029	MENARDS INC	R	12/16/2014		44.57CR	073569	
	I-52218	MENARDS INC	R	12/16/2014		577.49CR	073569	
	I-52221	MENARDS INC	R	12/16/2014		39.90CR	073569	802.45
4946	MERRILL EQUIPMENT CO							
	I-46947	MERRILL EQUIPMENT CO	R	12/16/2014		1,773.81CR	073570	1,773.81
0531	NORTHEAST AUTO PARTS INC							
	C-296206	NORTHEAST AUTO PARTS INC	R	12/16/2014		41.96	073571	
	C-296433	NORTHEAST AUTO PARTS INC	R	12/16/2014		189.00	073571	
	I-296248	NORTHEAST AUTO PARTS INC	R	12/16/2014		16.98CR	073571	
	I-296256	NORTHEAST AUTO PARTS INC	R	12/16/2014		6.98CR	073571	
	I-296292	NORTHEAST AUTO PARTS INC	R	12/16/2014		35.30CR	073571	
	I-296335	NORTHEAST AUTO PARTS INC	R	12/16/2014		22.18CR	073571	
	I-296380	NORTHEAST AUTO PARTS INC	R	12/16/2014		29.38CR	073571	
	I-296417	NORTHEAST AUTO PARTS INC	R	12/16/2014		29.38CR	073571	
	I-296487	NORTHEAST AUTO PARTS INC	R	12/16/2014		29.38CR	073571	
	I-296552	NORTHEAST AUTO PARTS INC	R	12/16/2014		103.06CR	073571	
	I-296560	NORTHEAST AUTO PARTS INC	R	12/16/2014		39.48CR	073571	
	I-296575	NORTHEAST AUTO PARTS INC	R	12/16/2014		30.33CR	073571	
	I-296633	NORTHEAST AUTO PARTS INC	R	12/16/2014		14.45CR	073571	125.94

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VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
3250	NORTHERN LAKE SERVICE							
	I-266565	NORTHERN LAKE SERVICE	R	12/16/2014		560.00CR	073572	560.00
5222	P J KORTENS & CO INC							
	I-10016881	P J KORTENS & CO INC	R	12/16/2014		904.90CR	073573	904.90
5344	PABICH, KEN							
	I-201412084081	PABICH, KEN	R	12/16/2014		291.20CR	073574	291.20
0499	PACK AND SHIP LLC							
	I-201412084082	PACK AND SHIP LLC	R	12/16/2014		44.67CR	073575	44.67
0197	PACKER CITY INTERNATIONAL INC							
	I-X101009234:01	PACKER CITY INTERNATIONAL INC	R	12/16/2014		43.85CR	073576	
	I-X101009432:01	PACKER CITY INTERNATIONAL INC	R	12/16/2014		71.95CR	073576	115.80
6791	PACKERLAND ELECTRIC LLC							
	I-5690	PACKERLAND ELECTRIC LLC	R	12/16/2014		457.87CR	073577	457.87
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-51805	PM SUPPLY - WRIGHT INDUSTRIAL	R	12/16/2014		66.50CR	073578	66.50
0208	POMP'S TIRE SERVICE INC							
	I-90019934	POMP'S TIRE SERVICE INC	R	12/16/2014		160.00CR	073579	
	I-90020007	POMP'S TIRE SERVICE INC	R	12/16/2014		33.45CR	073579	193.45
1701	PRAXAIR DISTRIBUTION INC							
	I-51153906	PRAXAIR DISTRIBUTION INC	R	12/16/2014		108.69CR	073580	108.69
0395	PRO ONE JANITORIAL INC							
	I-97050	PRO ONE JANITORIAL INC	R	12/16/2014		979.00CR	073581	979.00
0228	RENT A FLASH OF WISCONSIN INC							
	I-45824	RENT A FLASH OF WISCONSIN INC	R	12/16/2014		4,044.10CR	073582	4,044.10
6498	REVOLUTION DANCEWEAR							
	I-SI-1207107	REVOLUTION DANCEWEAR	R	12/16/2014		657.86CR	073583	657.86
5393	RICOH USA INC.							
	I-18984078	RICOH USA INC.	R	12/16/2014		2,170.97CR	073584	
	I-5033556573	RICOH USA INC.	R	12/16/2014		67.98CR	073584	2,238.95

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1023	S & S WORLDWIDE							
	I-8374109	S & S WORLDWIDE	R	12/16/2014		167.97CR	073585	167.97
0501	SAINT MARY'S HOSPITAL							
	I-15250	SAINT MARY'S HOSPITAL	R	12/16/2014		216.38CR	073586	216.38
0235	SAINT VINCENT HOSPITAL							
	I-39506	SAINT VINCENT HOSPITAL	R	12/16/2014		47.41CR	073587	47.41
0242	SCOTT CONSTRUCTION INC							
	I-11147MB	SCOTT CONSTRUCTION INC	R	12/16/2014		44.10CR	073588	
	I-11149MB	SCOTT CONSTRUCTION INC	R	12/16/2014		1,237.55CR	073588	1,281.65
3234	SHERWIN WILLIAMS							
	I-4074-2	SHERWIN WILLIAMS	R	12/16/2014		207.94CR	073589	207.94
0406	SIMPLEXGRINNELL INC							
	I-80743616	SIMPLEXGRINNELL INC	R	12/16/2014		884.01CR	073590	884.01
0719	SPRINGSTED INC							
	I-296.119 (1)	SPRINGSTED INC	R	12/16/2014		4,785.00CR	073591	4,785.00
7049	SUNBELT RENTALS INC.							
	I-49277196-001	SUNBELT RENTALS INC.	R	12/16/2014		162.25CR	073592	162.25
0258	SUPERIOR CHEMICAL CORP							
	I-77388	SUPERIOR CHEMICAL CORP	R	12/16/2014		357.30CR	073593	357.30
0262	TEMPERATURE SYSTEMS INC							
	I-2338502-01	TEMPERATURE SYSTEMS INC	R	12/16/2014		122.04CR	073594	122.04
4842	THOMSON REUTERS							
	I-830723379	THOMSON REUTERS	R	12/16/2014		398.66CR	073595	398.66
0267	TRAFFIC & PARKING CONTROL INC							
	I-I473252	TRAFFIC & PARKING CONTROL INC	R	12/16/2014		1,980.69CR	073596	1,980.69
0268	TRUCK EQUIPMENT INC							
	I-612862-00	TRUCK EQUIPMENT INC	R	12/16/2014		460.00CR	073597	
	I-613935-00	TRUCK EQUIPMENT INC	R	12/16/2014		309.55CR	073597	769.55
0417	TWEET GAROT MECHANICAL INC							
	I-13342	TWEET GAROT MECHANICAL INC	R	12/16/2014		15.60CR	073598	15.60

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0272	UNIFORM SHOPPE INC							
	I-238331	UNIFORM SHOPPE INC	R	12/16/2014		72.95CR	073599	72.95
7015	US BANK EQUIPMENT FINANCE							
	I-267359313	US BANK EQUIPMENT FINANCE	R	12/16/2014		207.50CR	073600	207.50
0277	VAN'S FIRE & SAFETY INC							
	I-4066629	VAN'S FIRE & SAFETY INC	R	12/16/2014		70.50CR	073601	70.50
1	VANDENHEUVEL, MIKE							
	I-201412084083	BALES HAY	R	12/16/2014		90.00CR	073602	90.00
3707	VIKING ELECTRIC SUPPLY							
	I-8873977	VIKING ELECTRIC SUPPLY	R	12/16/2014		1,124.19CR	073603	1,124.19
4619	WATER TOWER CLEAN & COAT INC							
	I-WT77730	WATER TOWER CLEAN & COAT INC	R	12/16/2014		21,600.00CR	073604	
	I-WT77730-B	WATER TOWER CLEAN & COAT INC	R	12/16/2014		600.00CR	073604	22,200.00
6500	WI DEPT OF SAFETY AND PROF SERV							
	I-362407	WI DEPT OF SAFETY AND PROF SER	R	12/16/2014		250.00CR	073605	
	I-362746	WI DEPT OF SAFETY AND PROF SER	R	12/16/2014		50.00CR	073605	300.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	80	0.00	542,745.59	542,745.59
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:	80	0.00	542,745.59	542,745.59

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

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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	12/2014	63,723.32CR
201	12/2014	1,923.82CR
260	12/2014	4,785.00CR
405	12/2014	427,804.67CR
601	12/2014	43,688.43CR
650	12/2014	820.35CR
=====		
ALL		542,745.59CR

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

MEETING DATE: December 16, 2014
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 12-16-14 Operator License List (PDF)