



Common Council

Regular Meeting

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

Agenda

Tuesday, June 19, 2018

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 **June 19, 2018 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.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the June 5, 2018 Common Council Meeting.
4. Public Hearing to Amend the City of De Pere Code of Ordinances Sections 14-48, 14-51 and 14-52 (Zoning - Industrial District) to add additional permitted uses.
 1. Notice of Public Hearing.
 2. Recommendation from the Plan Commission.
 3. Ordinance #18-09, Amending Sections 14-48, 14-51 and 14-52 of the Municipal Code to Provide for Additional Permitted Uses.
5. Public Hearing for Vacation of a Public Thoroughfare near 1022 Main Avenue, adjacent to Parcel WD-708-X-1-2.
 1. Notice of Public Hearing.
 2. Recommendation from the Plan Commission.
 3. Resolution #18-41 Regarding the Vacation of a Portion of a Public Thoroughfare (Main Avenue Right-of-Way Adjacent to WD-708-X-1-2).
6. Public Hearing to amend the Conditional Use Permit issued for Parcels WD-905 and WD-934 to operate an overnight shelter facility.
 1. Notice of Public Hearing.
 2. Recommendation from the Plan Commission.
 3. Resolution #18-53 Authorizing and Approving an Amendment to Conditional Use Permit (Overnight Shelter Facility at 290 Reid Street; St. Norbert College Pennings Building).
7. Public Hearing on a Conditional Use Permit request for a day care facility at 2073 Lawrence Drive (Parcel WD-1047).

1. Notice of Public Hearing.
2. Recommendation from the Plan Commission.
3. Resolution #18-54 Authorizing and Approving a Conditional Use Permit (Parcel WD-1047).
8. Public comment upon matters not on the agenda and other announcements.
9. Recommendation from the Finance/Personnel Committee to Approve Emergency Repairs to VFW Pool Boiler.
10. Ordinance #18-10 Amending Chapter 150, De Pere Municipal Code, Regarding Traffic Regulations.
11. Resolution #18-55 Approving Compliance Maintenance Annual Report for Wastewater Collection System.
12. Resolution #18-56 Authorizing Agreement Between the City of De Pere and the Central Brown County Water Authority (Videographic History).
13. Resolution #18-57 Authorizing Application for Delegated Municipal Authority for Commercial Building Plan Review and Inspection Authority and Setting Fees Therefore.
14. Resolution #18-58 Authorizing Agreement for Consulting Services Between the City of De Pere and Robert W. Baird & Co. Incorporated (Creation of TID #14).
15. Resolution #18-59 Authorizing Emergency Medical Service Medical Director Agreement (2018) Between the City of De Pere and BayCare Aurora, LLC (d/b/a Aurora BayCare Medical Center) Regarding Emergency Medical Director Services.
16. Notice of Withdrawal by West De Pere School District of Request for Additional School Resource Officers (Previously Tabled)
17. Recommendation from Finance and Personnel Committee to Approve \$715 donation from Nicolet Bank to Police Department
18. Consider Community Service Grant Applications.
19. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Re-Serve Capacity & Supply LLC (DBA The Longbranch), 334 Main Av. Submitted by Re-Serve Capacity & Supply LLC, Agent: Kevin Alan Bauer, De Pere, WI. (previously tabled).
20. Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, "Class A" Cider Licenses, Class "B" Fermented Malt Beverage Licenses, and "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2018 to June 30, 2019.
21. Operator License Applications.
22. Voucher Approval.
23. Future Agenda Items.
24. Consideration of the purchase of property and investing public funds
PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of deliberating or

negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

25. Resolution #18-60 Ratifying Contract with the De Pere Professional Firefighters Association, IAFF Local 141

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

26. Adjournment.

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Steve Jakups

Kevin DeCleene

Julie Massey

Kirsten Conrad

Anuj Rastogi

Lindsey Bovinet

Justin Fischer

Brian Ruechel

Thomas Schumacher

Pradip Patel

Matthew Lutsey

Dale Dombroski

Dennis Radtke

Raymond Hoffman

Jennifer Chevalier

Gina Peotter

Henry Lepak

Garritt Bader

Robert Botchek

Brian Sheedy

Kevin Bauer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Carey Danen

SUBJECT: Approval of the Minutes of the June 5, 2018 Common Council Meeting.

ATTACHMENTS:

- 6-05-2018 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, June 5, 2018

7:30 PM

De Pere City Hall Council Chambers

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

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Aldersperson	Present
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Jonathon Hansen	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Present
Casey Nelson	Aldersperson	Present
Dean Raasch	Aldersperson	Present

2. Pledge of Allegiance to the Flag.
3. Approval of the Minutes of the May 16, 2018 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Aldersperson
SECONDER:	Larry Lueck, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

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

Aldersperson Jennings announced that downtown property owners and business owners are invited to the Definitely De Pere Annual Meeting and Networking Event on June 6 at the Green Room, beginning at 5:00 p.m.

Aldersperson Hansen announced the retirement of firefighter Todd Hendricks and thanked him for his 39 years of service. He also expressed that the City recently hired a new Communications Specialist, Andrew Pantzlaff, and shared that Andrew is doing an excellent job in his new role. He encourages citizens to follow the City's social media pages for information.

5. Cultural District Master Plan Update

Development Services Director Kim Flom walked the Council through the process that has occurred to date with the steering committee, the stakeholders and the consultant regarding the Cultural District Plan. She reviewed the three-day charrette, the open houses, and the project objectives. She presented different options reviewed by the committee and conceptual Front Street development plans. She explained that the next step will be presenting the plan to the Council at the June 19 Meeting and adopting it as an addendum to the Downtown Master Plan. Discussion followed with the Council and Development Services Director Kim Flom regarding the plan and how it affects the west side, the Mulva Center sight lines, how the Mulvas feel about the plan as partners in this with the City. Discussion followed regarding the possible developments that could occur on the Front Street property. Aldersperson Crevier moved, seconded by Aldersperson Raasch to open the meeting. Upon vote, motion carried unanimously. Brian Caster and Jesse Jossart, came forward and shared with the Council their concerns regarding the

consultant's cash flow estimates for the Front Street development versus their own estimates. They do not believe the estimates from the consultant are accurate.

Alderson Raasch moved, seconded by Alderson Boyd to close the meeting.

6. Recommendation from Board of Health to Terminate Contract for Local Preparedness Coordinator Services with Brown County Health and Human Services Public Health Division.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	Casey Nelson, Alderson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

7. Recommendation from the Board of Park Commissioners to Accept Donation of \$250 from the Denmark State Bank for the Urban Orchard.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Casey Nelson, Alderson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

8. Recommendation from the Board of Park Commissioners to Accept Bid for De Pere Ice Arena Bleachers.

Parks and Recreation Director Marty Kosobucki explained why one of the bidders was declared to be non-responsive.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderson
SECONDER:	Larry Lueck, Alderson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

9. Recommendation from the Board of Park Commissioners to Approve Funding from the Ice Arena Fund to Replace Water Tank.

Parks and Recreation Director Marty Kosobucki explained that Brown County Ice Management identified the issue and requested replacement of the water tank.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderson
SECONDER:	Jonathon Hansen, Alderson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

10. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Re-Serve Capacity & Supply LLC (DBA The Longbranch), 334 Main Av. Submitted by Re-Serve Capacity & Supply LLC, Agent: Kevin Alan Bauer, De Pere, WI.

RESULT:	TABLED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

11. Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, "Class A" Cider Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2018 to June 30, 2019.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve all renewal applications subject to clarifying licensed premises of those applications identified at the License Committee Meeting. Upon vote, motion carried unanimously.

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

12. Recommendation from Plan Commission to approve a Proposed Extraterritorial Two Lot Certified Survey Map at 5177 Tetzlaff Road in the Town of Rockland (Parcel R-269). Submitted by Steven E. Zeitler, PLS, authorized representative for Lynda Tetzlaff.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

13. Resolution #18-50 Approving Revised Facade Improvement Grant Eligibility Requirements and Guidelines.

Development Services Director Kim Flom explained that Tina Quigley and Alderperson Hansen did most of the research on the policy changes. Alderperson Hansen explained that he researched communities with a population around the same size as the City of De Pere or greater to see how they handled their facade grant programs, if they had one. Discussion followed. City Attorney Judy Schmidt-Lehman pointed out that Exhibit A of the packet had been updated and the Council members had it available on their desks.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

14. Resolution #18-48 Approving Facade Improvement Project and Authorizing Disbursement of Grant (330 Main Avenue - Parcel WD-371).

Development Services Director Kim Flom explained that Luna will not fall under the new policy adopted by the Council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

15. Resolution #18-51 Authorizing Agreement Between the City of De Pere and the Medical College of Wisconsin, Inc. Regarding Mental Health Outreach Collaboration.

Alderperson Nelson explained that MCW has a Psychiatry Residency Program and that a big part of their program is community engagement. He plans to serve on the panel with students to provide informational sessions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

16. Resolution #18-52 Authorizing Agreement for Consulting Services Between the City of De Pere and Carlson Dettmann Consulting, LLC (2018 Market Study Update)

Alderperson Crevier expressed that it seems the City receives recommendations from our consultant on salaries but we continue to make changes to those recommendations; he wants to make sure the City is getting good salary data from this review. City Administrator Larry Delo explained that there will always be fluctuations and changes in the market and that there is no way for the consultant to identify all of this up front. Discussion followed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

17. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Lueck, Nelson, Raasch

18. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Temporary Operator License Applications #1-2. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Hansen to approve Renewal Operator License Applications #1-33 and 35-55 and to table #34. Upon vote, motion carried unanimously.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve New Operator License Applications #1-12 and 14, to table #13, and to approve #15 subject to approval from the applicant's probation officer. Upon vote, motion carried unanimously.

II. Future agenda items.

Alderson Hansen asked to be informed of the next Parking and Traffic Study meeting. Alderson Carpenter asked that staff look at installing a "No Trucks" sign in the alley by the oil shop on George Street.

III. Adjournment. Alderson Crevier moved, seconded by Alderson Lueck to adjourn the meeting at 9:22 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Ordinance #18-09, Amending Sections 14-48, 14-51 and 14-52 of the Municipal Code to Provide for Additional Permitted Uses.

At their meeting on May 29, 2018, the Plan Commission voted 4-0 to approve changes to Municipal Code Sections 14-48, 14-51 and 14-52 in order to add permitted uses.

ATTACHMENTS:

- Ord18-09 (DOCX)
- 6-5-18 Class II RZ Industrial (DOCX)
- PC Report Industrial Districts 5-2018 (DOCX)
- Industrial Park ZA 5-2018 (PDF)

ORDINANCE #18-09
AMENDING SECTIONS 14-48, 14-51 AND 14-52 OF THE MUNICIPAL
CODE TO PROVIDE FOR ADDITIONAL PERMITTED USES

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed changes to permitted uses in Sections 14-48 (I-2), 14-51 (I-B-1) and 14-52 (I-B-2) of the Municipal Code and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 19th day of June, 2018 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. Section 14-48 (2)(a), *Conditional uses*, is hereby amended by deleting the following:

7) Recreational areas, buildings, or community centers

and renumbering subsequent paragraphs accordingly.

Section 2: Section 14-51(1)(b), *Permitted uses*, is hereby amended by adding the following paragraph:

8) Other uses that can be operated without creating objectionable noise, odor, dust, smoke, gas fumes or vapor, and that is not an offensive, dangerous or unwholesome use, and that is compatible with the use and occupancy of adjoining properties and is approved as a permitted use by the Plan Commission.

Section 3. Section 14-52(1), *Permitted uses*, is hereby amended by adding the following

paragraph:

h) Other uses that can be operated without creating objectionable noise, odor, dust, smoke, gas fumes or vapor, and that is not an offensive, dangerous or unwholesome use, and that is compatible with the use and occupancy of adjoining properties and is approved as a permitted use by the Plan Commission.

Ordinance #18-09

Page 2 of 2

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 19th day of June, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 5/29/18

Publication Date: _____

Effective Date: _____

Publish: June 5 and June 12, 2018 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, June 19, 2018** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to amend the City of De Pere Code of Ordinances Sections 14-48, 14-51 and 14-52 (Zoning – Industrial District) to add additional permitted uses to those sections.

A copy of the document detailing the proposed Municipal Code amendments is available through the City of De Pere Development Services Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 5th day of June, 2018.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Ledvina
City Clerk-Treasurer

ITEM 7: **Recommendation to amend Municipal Code Sections 14-48, 14-51 and 14-52 (Zoning - Industrial District) to allow uses that are compatible with adjoining properties and as approved by the Plan Commission as a permitted use in the I-B-1 (Industrial Business 1 District), and the I-B-2 (Industrial Business 2 District).**

REQUESTED ACTION: Amendments to Municipal Code Section 14-46.

SUMMARY: Update the I-B-1 (Industrial Business 1 District), and the I-B-2 (Industrial Business 2 District) to include uses approved by the Plan Commission utilizing the same language that is already in place for the I-1 (Industrial Park District), I-2 (Limited Industrial District) and the I-3 (General Industrial District).

APPLICANT/OWNER NAME: City of De Pere

REQUEST SUMMARY & ANALYSIS: In order to increase flexibility and accommodate a greater range of land uses in the industrial parks, we propose updating the I-B-1 and I-B-2 Zoning Districts to allow for uses as approved by the Plan Commission.

The I-1 Industrial Park District already includes the following language under permitted uses:

Other uses that can be operated without creating objectionable noise, odor, dust, smoke, gas fumes or vapor, and that is not an offensive, dangerous or unwholesome use, and that is compatible with the use and occupancy of adjoining properties and is approved as a permitted use by the Plan Commission.

This language also already applies to the I-2 and I-3 Districts because those districts permit anything that is permitted in I-1.

This amendment is intended to increase flexibility in order to encourage growth in our industrial parks during the time frame when we are undergoing the zoning code rewrite and also addressing the details of the recently passed State laws that affect Conditional Use Permits.

The impetus for this change stems from a request to accommodate an indoor recreation facility in the West Industrial Park. These facilities are currently permitted as Conditional Uses in the I-2 and I-3 Districts.

The attached document shows proposed revisions to the Industrial District Sections of the zoning code, summarized as follows:

- 1) Add the 'other uses that can be operated....and is approved...by the Plan Commission' language that currently exists in the I-1 Industrial Park District (and by default applies to I-2 and I-3) to

the list of permitted uses for the I-B-1 (Industrial Business 1 District, 14-51), and the I-B-2 (Industrial Business 2 District, 14-52).

- 2) Remove 'Recreational areas, buildings or community centers' from the conditional use permit list in the I-2 Limited Industrial District (14-48). This use type will now fall under review per the above language.

REVIEW PROCESS

Zoning Code Amendments follow this process:

Plan Commission Review
 Class II Public Hearing Notice
 Public Hearing and Ordinance at Common Council

This item is anticipated to be published for the June 19, 2018 Common Council meeting.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the proposed amendments to Municipal Code Sections 14-48, 14-51 and 14-52 related to conditional uses in the I-2 District and permitted uses in the I-B-1 and I-B-2 Districts and as shown on the document attached to this staff report.

ARTICLE VIII. - INDUSTRIAL DISTRICT

14-47. - I-1 Industrial park district.

The I-1 Industrial Park District is a special or exclusive type of planned industrial area designed and equipped to accommodate a community of both light and heavy industrial activities which require large parcels of property, which are compatible with the use and occupancy of adjoining properties and which, by their character, should be remote from residential and business development, and which are found not to be obnoxious, unhealthful, or offensive by reason of potential emission or transmission of noise, vibration, smoke, dust, odors, heat, or toxic or noxious matter.

(1) *Permitted uses.*

(a) Uses permitted in the I-1 District are subject to the following conditions:

- 1) Dwelling units and lodging rooms other than custodian quarters are not permitted.
- 2) All business, servicing, processing, manufacturing, operation, and storage (except for motor vehicles in operable condition) shall be conducted within a completely enclosed building structure.
- 3) The parking or storage of operable motor vehicles, if not within an enclosed building structure, shall be effectively screened by shrubbery or solid wall or fence (including solid entrance and exit gates) of not less than six (6) feet and not more than eight (8) feet in height.

(b) The following general uses are permitted in the I-1 District:

- 1) Assembly plants
- 2) Freight terminals
- 3) Laboratories
- 4) Manufacturing plants
- 5) Railroad facilities
- 6) Warehouses
- 7) Wholesaling of merchandise when incidental to the principal use
- 8) Public utilities
- 9) Other uses that can be operated without creating objectionable noise, odor, dust, smoke, gas fumes or vapor, and that is not an offensive, dangerous or unwholesome use, and that is compatible with the use and occupancy of adjoining properties and is approved as a permitted use by the Plan Commission.

(2) *Permitted accessory uses.*

(a) The following accessory uses, if justified as to need by the developer, will be allowed:

- 1) Cafeterias
- 2) Offices

(3) *Conditional uses.*

(a) The following conditional uses may be allowed in the I-1 District, subject to the provisions of Section 14-30, provided that such uses and the operation thereof is determined not to be obnoxious, unhealthful, or offensive:

- 1) Day care centers that are complimentary to businesses and industries located in the Industrial Park

- 2) Forge plants
- 3) Foundries
- 4) Primary metal industries
- 5) Metal refineries
- 6) Rolling mills
- 7) Pet grooming, kennels, and pet day care facilities

(4) *Prohibited uses.*

(a) The following uses shall be prohibited in the I-1 District:

- 1) Acid manufacture
- 2) Automobile or machinery wrecking, salvaging, or rebuilding
- 3) Cement, lime, gypsum, or plaster of Paris manufacture
- 4) Distillation of bones
- 5) Explosive manufacture, processing, or storage
- 6) Junk yards
- 7) Petroleum or coal products, manufacture, storage, or processing
- 8) Smelting of tin, copper, zinc, or iron ores
- 9) Manufacture, processing, storage, or distribution of animals or animal byproducts, rendering plants, slaughter houses, meat packing, gelatine, glue, soap, or fertilizer plants
- 10) All permitted or conditional uses in the R-1, R-2, R-3, R-4, B-1, B-2, and B-3 Districts except as provided in Section 14-47(3)(a) above.
- 11) Mini-warehouses which are defined as facilities divided into units for multiple lease or rent for storage of goods

(b) The prohibited uses in the I-1 District shall not be interpreted to be limited to those uses listed in subsection a, above, because of enumeration; and other use found and determined to be noxious, unhealthful, or offensive, may be prohibited by the City Council.

- (5) *Yards, unoccupied.* All front and exterior side yard setback areas shall be open and unoccupied by structures of any kind, open storage of materials or parking of vehicles; except for landscaping and landscaping structures, including walls and identity signs when incorporated as a landscape feature, entrance ways, and flagpoles.
- (6) *Transitional yards.* Where a side or rear lot line in an I-1 District coincides with a side or rear lot line in an adjacent Residence District, a yard shall be provided along such side or rear lot line not less than fifty (50) feet in depth and shall contain landscaping and planting suitable to provide an effective screen.
- (7) *Signs.* Signs shall be permitted subject to the regulations provided in Chapter 98.
- (8) *Off-street parking requirements.* Off-street parking facilities shall be provided as required by Section 14-55 and Section 14-56.
- (9) *Off-street loading requirements.* Off-street loading facilities shall be provided as required by Section 14-57 and, further, shall not be permitted on the street side of any building unless effectively screened by landscaping or shrubbery or a solid fence.
- (10) *Floor area ratio.* In the I-1 District, the floor area ratio shall not exceed .6.

(Ord. No. 06-17, §§ 1, 2, 6-20-2006)

14-48. - I-2 Limited Industrial District.

The I-2 Limited Industrial District is designed to provide an environment suitable for industrial activities that do not create appreciable nuisances or hazards, or that require a pleasant, hazard, and nuisance free environment.

(1) *Permitted uses.*

(a) Uses permitted in the I-2 District are subject to the following conditions:

- 1) Dwelling units and lodging rooms, other than custodian's quarters, are not permitted.
- 2) All business, servicing, or processing, except for off-street parking and off-street loading, shall be conducted within completely enclosed buildings, unless otherwise indicated hereinafter.
- 3) All storage, except motor vehicles in operable condition, shall be within completely enclosed buildings or effectively screened by shrubbery or by a solid wall or fence (including solid entrance and exit gates) not less than six (6) feet nor more than eight (8) feet in height.

(b) The following uses are permitted in the I-2 District:

- 1) Any use permitted in the I-1 Industrial Park District.
- 2) Accessory uses, incidental to an on the same lot as the principal use.
- 3) Bakeries.
- 4) Bedding manufacturing.
- 5) Boot and shoe manufacturing.
- 6) Building materials sales and storage.
- 7) Carpet manufacturing.
- 8) Cartage facilities.
- 9) Cloth products manufacturing.
- 10) Contractors, architects, and engineer offices, shops, and yards.
- 11) Cosmetic production.
- 12) Dairy products.
- 13) Electronic and scientific precision instruments manufacturing.
- 14) Feed and seed sales.
- 15) Fur processing.
- 16) Glass products production and sales.
- 17) Greenhouses wholesale.
- 18) Laboratories research and testing.
- 19) Laundries.
- 20) Light machinery products - appliances, business machines, etc.
- 21) Lithographing.
- 22) Offices of labor organizations.
- 23) Mail order houses.
- 24) Musical instruments manufacture.

- 25) Orthopedic and medical appliance manufacture.
- 26) Parking lots, other than accessory, and subject to the provisions of the Off-Street Parking Ordinance.
- 27) Pottery and ceramics manufacture.
- 28) Printing and publishing establishments.
- 29) Public utility and service uses.
- 30) Radio and television stations and towers.
- 31) Rope, cord, and twine manufacture.
- 32) Sign manufacture.
- 33) Sporting goods manufacture.
- 34) Wearing apparel manufacture.

(2) *Conditional uses.*

- (a) The following conditional uses may be allowed in the I-2 District, subject to the provisions of Section 14-30:

- 1) Any use allowed as a conditional use in the I-1 District.
- 2) Private or commercial heliports and associated facilities.
- 3) Food manufacture, packaging, and processing.
- 4) Insulating materials manufacture.
- 5) Machine shops.
- 6) Paper products manufacture.

~~7) Recreational areas, buildings, or community centers.~~

~~87) Restaurants.~~

~~98) Trade Schools.~~

~~109) Warehousing, storage, and distribution facilities.~~

~~110) Woodworking and wood products.~~

~~1211) Other manufacturing, assembling, processing, storage, or commercial uses determined by the Plan Commission to be of the same general character as the uses permitted in Subsection (1) above, and are not to be obnoxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, or glare or heat.~~

~~1312) Accessory uses, incidental to and on the same zoning lot as the principal use.~~

- (3) *Transitional yards.* Where a side or rear lot line in an I-2 District coincides with a side or rear lot line in an adjacent Residence District, a yard shall be provided along such side or rear lot line not less than fifty (50) feet in depth and shall contain landscaping and planting suitable to provide an effective screen.
- (4) *Signs.* Signs shall be permitted subject to the regulations provided in Chapter 98.
- (5) *Off-street parking requirements.* Off-street parking facilities shall be provided as required by Sections 14-55 and 14-56.
- (6) *Off-street loading requirements.* Off-street loading facilities shall be provided as required by Section 14-57.
- (7) *Floor area ratio.* In the I-2 District, the floor area ratio shall not exceed 1.5.

14-49. - I-3 General industrial district.

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 and found not to be noxious, unhealthful, or offensive by reason of the potential emission or transmission of noise, vibration, smoke, dust, odors, toxic or noxious matter, or glare or heat.

(1) *Permitted uses.*

(a) Uses permitted in the I-3 District are subject to the following conditions:

- 1) Dwelling units and lodging rooms, other than custodian's quarters, are not permitted.
- 2) All business, servicing, or processing within three hundred (300) feet of a Residence or Business District shall be conducted within completely enclosed buildings.

(b) The following uses are permitted in the I-3 District:

- 1) Any use permitted in the I-2 District.
- 2) Abrasive manufacture.
- 3) Bottling companies.
- 4) Brick and structural clay products manufacture.
- 5) Feed mills.
- 6) Food manufacture, packaging, and processing.
- 7) Foundries and forge plants.
- 8) Freight terminals.
- 9) Grain storage and processing.
- 10) Graphite products manufacture.
- 11) Gypsum manufacture.
- 12) Heavy machinery production.
- 13) Linoleum manufacturing.
- 14) Machine shop.
- 15) Metal stamping.
- 16) Paint products manufacture.
- 17) Paper products manufacture.
- 18) Plastics manufacture.
- 19) Rubber processing or manufacture.
- 20) Steel manufacture.
- 21) Stone products manufacture.
- 22) Wastewater treatment plants, municipal.
- 23) Woodworking and wood products.

(2) *Conditional uses.*

(a) The following conditional uses may be allowed in the I-3 District, subject to the provisions of Section 14-30:

- 1) Any use allowed as a conditional use in the I-2 District.

- 2) Asphalt products manufacture.
- 3) Chemical processing and manufacturing.
- 4) Concrete mixing plants.
- 5) Electroplating.
- 6) Junk and auto salvage.
- 7) Leather tanning or processing.
- 8) Meat packing.
- 9) Metal reduction and refinement.
- 10) Petroleum products storage or processing.
- 11) Soap manufacture.
- 12) Other manufacturing, processing, or storage uses determined by the Plan Commission to be of the same general character as the use permitted in subsection (1), above.
- 13) Sexually oriented adult entertainment establishments subject to definition and licensing requirements contained in Section 110-5, De Pere Municipal Code, and the following conditions:
 - a) The submittal, review, and approval of a site plan prepared in accordance with the requirements contained in Section 14-60, Development and Design Standards in Certain Districts, of the De Pere zoning ordinance.
 - b) No more than one (1) sexually oriented adult entertainment establishment shall be located on any one parcel, and such establishment shall be at least 1,500 feet from any other sexually oriented adult entertainment establishment. Further, no sexually oriented adult entertainment establishment shall be permitted within 1,000 feet of the following:
 - i. Any land zoned residential;
 - ii. Any historic site identified on the "National Register", or an adopted historic district;
 - iii. Any public or private elementary or secondary school or licensed nursery school or day care center;
 - iv. A church or established place of worship;
 - v. A public park or parkway.
 - c) Signs advertising any of the aforementioned sexually oriented adult entertainment uses shall conform with the requirements of Chapter 98 of the De Pere Municipal Code with the exception, however, that no tower or portable signs or billboards shall be permitted on the premises, and with further exception that signs will inform only of the establishment name and address and will not depict specified sexual activities and/or specified anatomical areas as defined in the ordinance, and provided further that there shall be no flashing or traveling lights located outside the building. The location and wording of such sign shall be shown on the site plan required by Section 14-23 of the De Pere zoning ordinance and submitted contemporaneously with the request for the conditional use.
 - d) Adequate parking shall be provided in a lighted area as required by Sections 14-55 and 14-56 of the De Pere zoning ordinance. Such parking provision shall be

shown on the site plan required by Section 14-23 of the De Pere zoning ordinance and submitted contemporaneously with the request for conditional use.

- e) Lighting shall be provided so as to illuminate the entire exterior of the building. Such lighting shall be shown on the site plan required by Section 14-23 of the De Pere zoning ordinance and submitted contemporaneously with the request for a conditional use.
 - f) There shall be no display windows on the premises.
 - g) The owner and/or operator of the sexually oriented adult entertainment establishment shall agree to comply with all federal, state, and local laws and ordinances, including obscenity, liquor, and cabaret laws and shall further ensure that minors are not permitted on the premises. Solicitation for the purposes of prostitution shall be strictly prohibited.
 - h) In the case of sexually oriented adult cabaret establishments, there shall be compliance with Section 110-5 of the De Pere Municipal Code relating to noise; and the hours of operation for such establishments shall be limited to the same hours of operation for bars and taverns located within the City of De Pere.
 - i) In the case of sexually oriented adult motion picture theaters (outdoors), the establishment shall comply with the standards set forth in Section 110-5 of the De Pere Municipal Code pertaining to noise. Furthermore, sexually oriented adult entertainment outdoor motion picture theaters shall confine their hours of operation to those hours of operation established for bars and taverns within the City of De Pere. Sexually oriented outdoor motion picture theaters shall also have the viewing screen located in such a fashion as to not be visible from any road, street or highway, or residential zoning district up to 1,000 horizontal feet away; and the premises shall be surrounded by fencing which is impervious to sight and at least 8 feet in height. All theaters shall be in compliance with Section 134.46, Wisconsin Statutes [Wis. Stats. § 134.46].
 - j) Prior to the granting of a conditional use permit, an inventory of the surrounding areas and population shall be made by the City Planning Department, along with a study of the proposed development and plans for the area so as to enable the Plan Commission to make appropriate findings relating to the effect of the establishment of such a use in that area.
- (3) *Transitional yards.* In the I-3 District, the regulations governing transitional yards in the I-2 District shall apply.
 - (4) *Signs.* Signs shall be permitted subject to the regulations provided in Chapter 98.
 - (5) *Off-street parking requirements.* Off-street parking facilities shall be provided as regulated in Sections 14-55 and 14-56.
 - (6) *Off-street loading requirements.* Off-street loading facilities shall be provided as required in Section 14-57.
 - (7) *Floor area ratio.* In the I-3 District, the floor area ratio shall not exceed 3.0.
 - (8) *Lot requirements.*

I-1 Industrial Park District
I-2 Limited Industrial District
I-3 General Industrial District

			Minimum Lot	Minimum Yard Setbacks		
--	--	--	-------------	-----------------------	--	--

Use		Area Sq. Ft.	Width Feet	Front Feet	Interior Side Feet	Corner Side Feet	Rear Feet	Max. Bldg. Height Feet	Floor Area Ratio
1.	I-1 Industrial Park District:								
	a. Permitted Uses			40	25	40	25*	35**	0.6
	b. Conditional Uses			40	25	40	25*	35**	0.6
2.	I-2 Limited Industrial District:								
	a. Permitted Uses			30	15	30	15		1.5
	b. Conditional Uses			30	15	30	15		1.5
3.	I-3 General Industrial District:								
	a. Permitted Uses								3.0
	b. Conditional Uses	AS REQUIRED BY PLAN COMMISSION							3.0

*Except when adjoining a residential zone, in which case a minimum of fifty (50) feet is required. Rear yard requirements may be reduced upon receiving prior express approval of the Zoning Board of Appeals in situations where existing railroad facilities represent the rear lot line and such facilities are required to be closer to the proposed building or buildings than these regulations permit.

**Buildings may extend above such height if an additional one (1) foot of front yard and side yard is provided for each foot exceeding thirty-five (35) feet. No building shall exceed seventy-five (75) feet in height.

14-51. - I-B-1, Industrial-Business-1 District.

The purpose of this district is to provide a special and exclusive area designated to accommodate office and industrial activities which require large parcels of land (minimum lot size of 5 acres) and are compatible with the use and occupancy of adjoining properties and which, by their character, are found not to be noxious, unhealthy or offensive by reason of potential emissions or transmission of noise, vibration, smoke, dust, odors, heat, or toxic or noxious matter.

(1) *Permitted uses.*

- (a) Any use permitted in the C-EO District.
- (b) Any of the following uses, provided they are found not to be noxious, unhealthy, or offensive by reason of potential emissions or transmission of noise, vibration, smoke, dust, odor, heat, or toxic or noxious matter:

- 1) Manufacturing facilities as defined in the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1989 edition.
- 2) Assembly plants.
- 3) Laboratories.
- 4) Distribution Centers.
- 5) Wholesaling of merchandise when incidental to a permitted use.
- 6) Public utilities.
- 7) Attached accessory uses, including offices, cafeterias, and display area justified as to need and approved by the Plan Commission.

8) Other uses that can be operated without creating objectionable noise, odor, dust, smoke, gas fumes or vapor, and that is not an offensive, dangerous or unwholesome use, and that is compatible with the use and occupancy of adjoining properties and is approved as a permitted use by the Plan Commission.

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(2) *Conditional uses.*

- (a) Office complexes consisting of one or more of the above listed permitted uses.
- (b) Day care centers complimentary to businesses and industries located in the De Pere Business Park.
- (c) Health services, specifically industry group numbers 801, 802, 803, and 804.

(3) *Prohibited uses.* The following uses are specifically prohibited within the De Pere Business Park:

- (a) All residential uses, including manufactured/mobile home parks.
- (b) Automobile or machinery wrecking, salvaging or rebuilding.
- (c) Cement, lime, gypsum or plaster of paris manufacturing.
- (d) Distillation of bones.
- (e) Explosive manufacture, processing or storage.
- (f) Excavation of building or construction materials other than in the normal course of building construction or site preparation.
- (g) Junk yards.
- (h) Manufacture, processing, storage or distribution of animals or animal by-products, rendering plants, slaughter houses, meat packing, gelatin, glue, soap or fertilizer plants.
- (i) Petroleum or coal products manufacture, storage or distribution.
- (j) Smelting of tin, copper, zinc or iron ores.
- (k) Bulk sales, storage or display of lumber or other building materials.
- (l) Retail sales to the general public.

(4) *Density.*

- (a) Minimum Lot Size: 5 acres (217,800 square feet).
- (b) Minimum Frontage: 300 feet.
- (c) Minimum Building: Gross Floor Area: 45,000 square feet.

- (d) Maximum Floor Area Ratio: 0.5.
- (5) *Setbacks.*
 - (a) Front - 50 feet.
 - (b) Rear - 30 feet.
 - (c) Side - 30 feet.
 - (d) Corner Side - 50 feet.
- (6) *Required setbacks, unoccupied.* All required side yard setback areas shall be open and unoccupied by structures of any kind or open storage of materials, except for landscaping and landscaping structures, including walls and identity signs when incorporated as a landscape feature, entrance ways, and flagpoles.
- (7) *Maximum height.* The maximum height of buildings shall be reviewed with consideration given to the following:
 - (a) Adequate air and light to adjacent properties.
 - (b) The potential for damage to adjacent properties.
 - (c) Consistency with the heights of adjacent development.
- (8) *Other requirements.* Site and landscaping plan procedures, building and performance standards, fencing, lighting, off-street parking, off-street loading, and other applicable regulations as required by Section 14-60 (Development and Design Standards in Certain Districts).

14-52. - I-B-2, Industrial-Business-2 District.

The purpose of this district is to provide a special and exclusive area designated to accommodate office and industrial activities which require small parcels (minimum lot size of one (1) acre) of land and are compatible with the use and occupancy of adjoining properties and which, by their character, are found not to be obnoxious, unhealthy or offensive by reason of potential emissions or transmission of noise, vibration, smoke, dust, odors, heat, or toxic or noxious matter.

- (1) *Permitted uses.* Any of the following uses provided they are found not to be obnoxious, unhealthy or offensive by reason of potential emissions or transmission of noise, vibration, smoke, dust, odor, heat, or toxic or noxious matter.
 - (a) Any use permitted in the C-EO District.
 - (b) Manufacturing facilities as defined in the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1987 edition.
 - (c) Assembly plants.
 - (d) Laboratories.
 - (e) Distribution centers.
 - (f) Wholesaling of merchandise when incidental to a permitted use.
 - (g) Accessory uses, including offices, cafeterias, and display areas justified as to need by the developer and approved by the Plan Commission.

(h) Other uses that can be operated without creating objectionable noise, odor, dust, smoke, gas fumes or vapor, and that is not an offensive, dangerous or unwholesome use, and that is compatible with the use and occupancy of adjoining properties and is approved as a permitted use by the Plan Commission.

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- (2) *Conditional uses.*
 - (a) Day care centers complimentary to businesses and industries located in the De Pere Business Park.
 - (b) Health services, specifically industry group numbers 801, 802, 803, and 804.
- (3) *Prohibited uses.* Those uses prohibited in the I-B-1 District are specifically prohibited.
- (4) *Density.*
 - (a) Minimum Lot Size: 1 acre (43,560 square feet).
 - (b) Minimum Frontage: 150 feet.
 - (c) Minimum Building Gross Floor Area: 5,000 square feet.
 - (d) Maximum Floor Area Ratio: 0.5.
- (5) *Setbacks.*
 - (a) Front - 40 feet.
 - (b) Side - 25 feet.
 - (c) Rear - 25 feet.
 - (d) Corner Side - 40 feet.
- (6) *Required setbacks, unoccupied.* All required side yard setback areas shall be open and unoccupied by structures of any kind or open storage of materials, except for landscaping and landscaping structures, including walls and identity signs when incorporated as a landscape feature, entrance ways, and flagpoles.
- (7) *Maximum height.* The maximum height of buildings shall be reviewed with consideration given to the following:
 - (a) Adequate air and light to adjacent properties.
 - (b) The potential for damage to adjacent properties.
 - (c) Consistency with the heights of adjacent development.
- (8) *Other requirements.* Site and landscaping plan procedures, building and performance standards, fencing, lighting, off-street parking, off-street loading, and other applicable regulations as required by Section 14-60, De Pere Municipal Code (Development and Design Standards in Certain Districts).

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Resolution #18-41 Regarding the Vacation of a Portion of a Public Thoroughfare (Main Avenue Right-of-Way Adjacent to WD-708-X-1-2).

On April 30, 2018 the Plan Commission recommended approval by a vote of 6-0. On May 1, 2018 the Common Council reviewed the resolution for approval.

ATTACHMENTS:

- Reso18-41-Final (DOCX)
- Exhibit A-Main Avenue Right-of-Way -WD-708-X-1-2 (PDF)
- 5-28-18 Class III Main Av Vacation (DOCX)
- ROW Vacation - 1022 Main AV - Plan Commission Report (DOCX)
- Application Form (PDF)

RESOLUTION #18-41

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Main Avenue Right-of-Way Adjacent to WD-708-X-1-2)

WHEREAS, the City of De Pere has initiated the vacation and discontinuance of a portion of public thoroughfare in accordance with the requirements of Wis. Stats. § 66.1003(4)(a); and

WHEREAS, the public interest may require the vacation of said right-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on June 19, 2018 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described Main Avenue right-of-way adjacent to WD-708-X-1-2, West Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Part of Private Claim 28, West Side of the Fox River, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the northwest corner of Private Claim 29, West Side of the Fox River; thence S63°25'46"E along the north line of said Private Claim 29, West Side of the Fox River, 9310.11 feet to point 117 as shown on Transportation Project Plat (TPP) 18-04-4.01, recorded in Vol 1 TPP Pg. 176 as Doc # 2796491; thence N26°34'14"E, 43.94 feet to point 116 on the north right of way of CTH G as shown on said TPP, the point of beginning;

Thence along the existing north right of way of CTH G the following two courses: S60°29'19"E, 129.34 feet and S63°25'39"E, 35.23 feet; thence S26°22'21"W, 31.94 feet; thence N79°21'52"W, 19.54 feet to the said north line Private Claim 29, West Side of the Fox River; thence N63°25'46"W along said north line, 116.33 feet to a point on a curve with a radius of 38.50 feet and a chord bearing N18°34'26"W, 16.69 feet; thence northerly along the arc of said curve 16.82 feet to a point on a curve with a radius of 383.00 feet and a chord bearing N02°03'55"W, 36.65 feet; thence northerly along the arc of said curve 36.68 feet to said point 116, the point of beginning.

Said parcel containing 5,976 square feet, more or less.

Resolution #18-41
Page 2 of 2

be and the same is hereby wholly vacated and discontinued as a public thoroughfare. Said public right-of-way to be vacated is set forth on the scale map attached hereto and incorporated by reference herein as Exhibit A.

Section 2. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City in conformity with this resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 2nd day of May, 2018.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2018.

APPROVED:

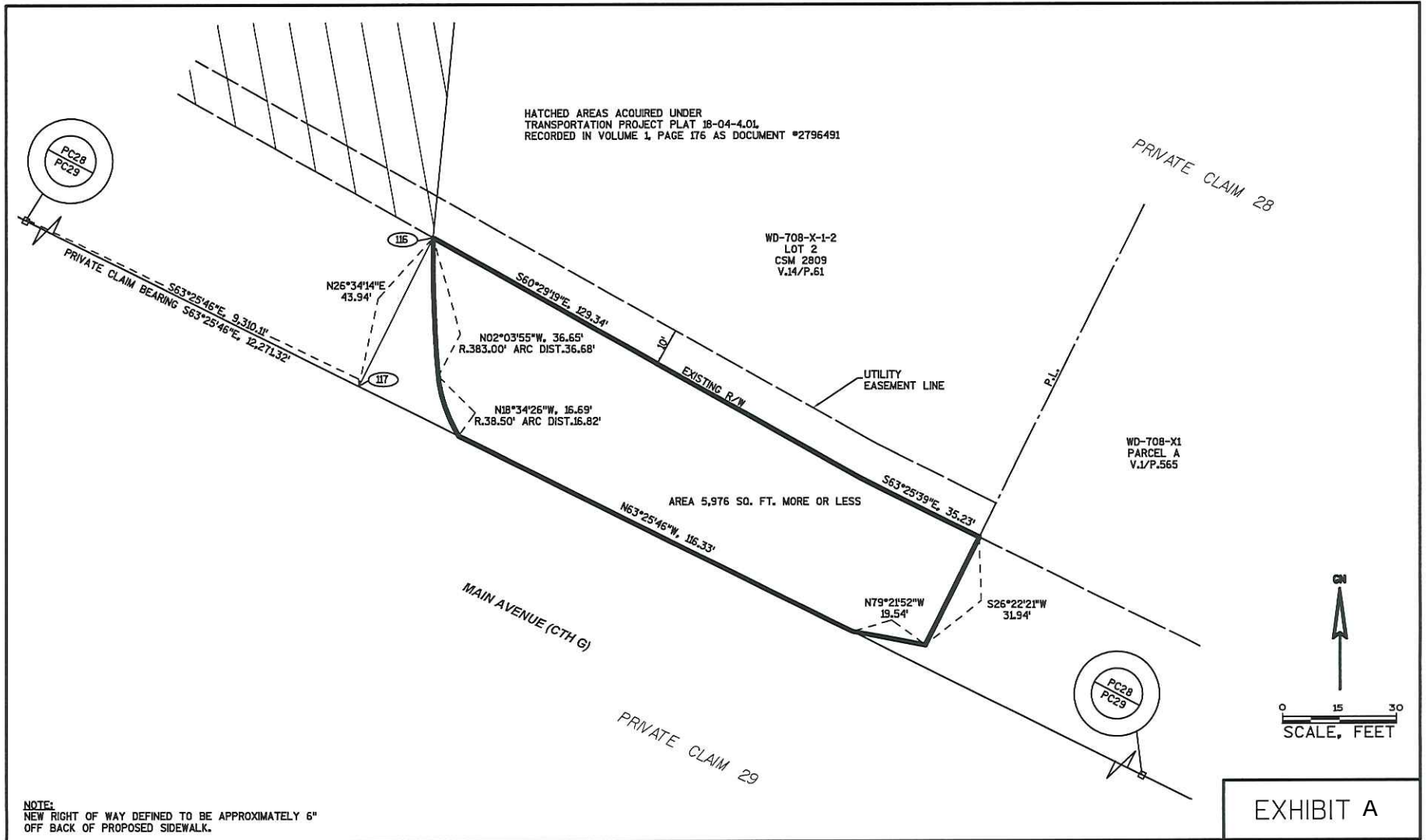
Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____



Publish: May 28th, June 4th, and June 11th, 2018 in the Press Gazette (Class 3 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, June 19, 2018** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a vacation of a public thoroughfare near 1022 Main Avenue, adjacent to Parcel WD-708-X-1-2, described as:

Part of Private Claim 28, West Side of the Fox River, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the northwest corner of Private Claim 29, West Side of the Fox River; thence S63°25'46"E along the north line of said Private Claim 29, West Side of the Fox River, 9310.11 feet to point 117 as shown on Transportation Project Plat (TPP) 18-04-4.01, recorded in Vol 1 TPP Pg. 176 as Doc # 2796491; thence N26°34'14"E, 43.94 feet to point 116 on the north right of way of CTH G as shown on said TPP, the point of beginning:

Thence along the existing north right of way of CTH G the following two courses: S60°29'19"E, 129.34 feet and S63°25'39"E, 35.23 feet; thence S26°22'21"W, 31.94 feet; thence N79°21'52"W, 19.54 feet to the said north line Private Claim 29, West Side of the Fox River; thence N63°25'46"W along said north line, 116.33 feet to a point on a curve with a radius of 38.50 feet and a chord bearing N18°34'26"W, 16.69 feet; thence northerly along the arc of said curve 16.82 feet to a point on a curve with a radius of 383.00 feet and a chord bearing N02°03'55"W, 36.65 feet; thence northerly along the arc of said curve 36.68 feet to said point 116, the point of beginning.

Said parcel containing 5,976 square feet, more or less.

A map and detailed description of the proposed walkway vacation is available through the City of De Pere Development Services Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 28th day of May, 2018.

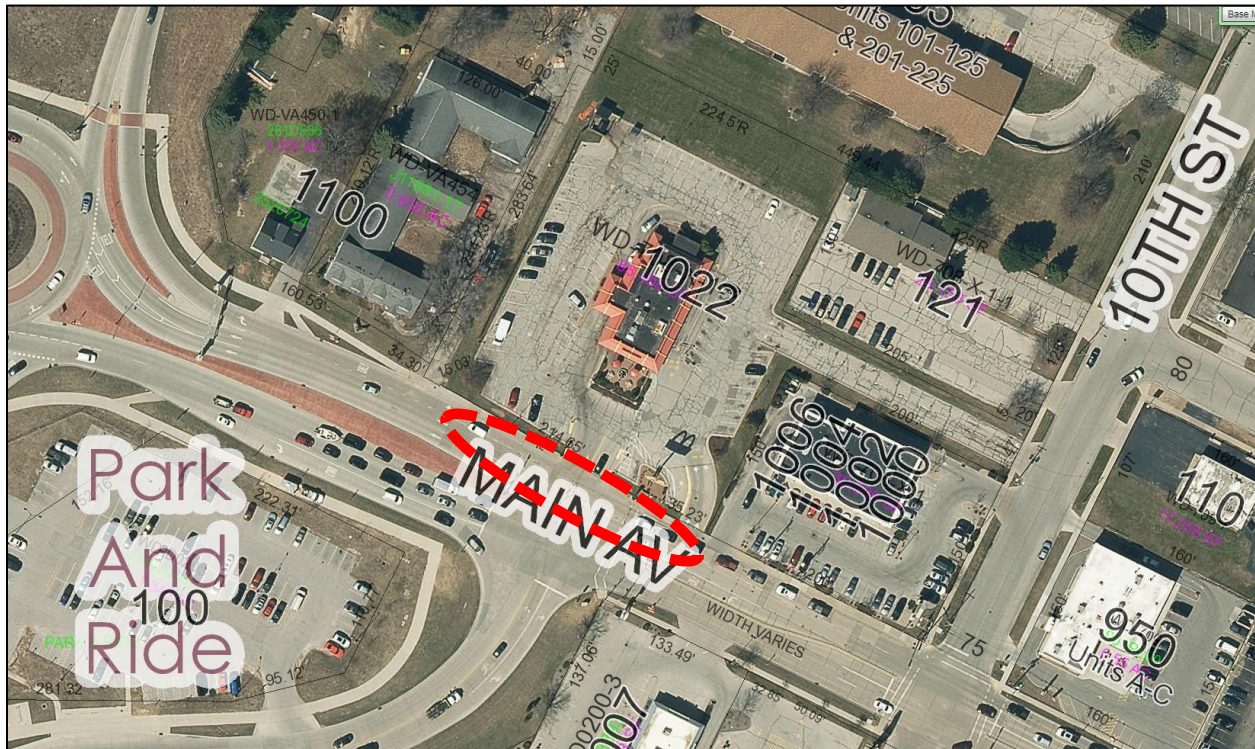
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

ITEM X: Review and recommendation for a Proposed Right-Of-Way Vacation at 1022 Main Avenue in De Pere (Adjacent to Parcel WD-708-X-1-2). Submitted by City of De Pere.*

PROPOSED RIGHT-OF-WAY VACATION



REQUESTED ACTION:	Public Right-Of-Way vacation approval. <i>Right-Of-Way vacation for lands south of the McDonald's on Main Avenue, due to the redesign and reconstruction of Main Avenue with a roundabout.</i>
COMMON DESCRIPTION:	South from 1022 Main Avenue, located at the Main Avenue and Lawrence Drive intersection.
PARCEL NUMBER(S):	Adjacent to Parcel WD-708-X-1-2
EXISTING ZONING:	None as the area is existing Right-Of-Way.
PROPOSED ZONING:	If the vacation is approved by Common Council, the vacated right-of-way will take on the B-3 (Motor Vehicle Dependent Business District) zoning of the adjacent parcel WD-708-X-1-2.
SURROUNDING LAND USES:	Restaurants, retail and parking to the north, south and east. Vacant (developing) to the west.
COMPREHENSIVE PLAN:	Neighborhood Residential (Including Multi-Family)

APPLICANT/OWNER NAME: City of De Pere is applicant and owner of Right-Of-Way.

Owner of adjacent/nearby properties:

Parcel WD-708-X-1-2
Killian Management
1722 Clarence Court
West Bend, WI 53095

Parcel WD-708-X-1
1002 Main Street De Pere LLC
230 Ohio Street, Suite 200
Oshkosh, WI 54902

Parcel WD-VA-454
GB 1100 Main LLC
300 N Van Buren Street
Green Bay, WI 54301

SITE HISTORY: After a review of air photographs, the subject area was originally agricultural. Significant commercial development occurred in the area during the 1970's.

In the past Main Avenue was categorized as a state highway, a county highway, and most recently as a local street. The sole local street jurisdiction was confirmed between Brown County and the City of De Pere via "jurisdictional transfer," which was reviewed by the Board of Public Works on April 9, 2018 and approved by Common Council on April 17, 2018.

The subject area is being redesigned with a roundabout, similar to the roundabout that was built to the west approximately five years ago. Because of the redesign a piece of right-of-way potentially can be vacated that is adjacent to the McDonald's property.

If the right-of-way is vacated, ownership of the vacated right-of-way would be attached to the adjacent property to the north (Parcel WD-708-X-1-2). Because the subject right-of-way is entirely on the north side of the street, any vacated area does not attach to the property to the south.

STAFF REVIEW: When reviewing a right-of-way vacation/discontinuance, staff utilizes the vacation process identified in Wisconsin State Statutes 66.103 and 66.105. The role of the Plan Commission in the process is determining if such a vacation/discontinuance is necessary, and if so, recommending to the Common Council that the right-of-way be vacated/discontinued. The following are factors for consideration:

- With the design of the roundabout, the area does not appear to be necessary as a future right-of-way.

- The adjacent property owner, to the north, desires the right-of-way for future commercial development. Plan Commission reviewed a site plan that utilized the area for a rebuilt McDonald's, which included heavy landscaping, a pedestrian/bicycle connection, and a drive lane at or within near the right-of-way. The drive lane was not directly connected to Main Avenue.
- The function of the redesigned street and pedestrian system will allow for vehicle and pedestrian access along Main Avenue and Lawrence Drive.
- If the right-of-way is vacated, the utility easement must remain because there are existing underground storm water utilities within the easement.

All property owners within 300 feet of the subject area have been notified of the right-of-way vacation petition. As of April 13, 2018 no objecting comments have been received. Any comments received after April 13 will be provided to the Plan Commission at the meeting on April 30.

REVIEW PROCESS:

The Common Council will review the Plan Commission recommendation twice, first as a resolution on May 1, 2018 and then with a public hearing and resolution potentially on June 19, 2018 where property owners within 300 feet will again be notified. It is not typical for the Common Council to review a Plan Commission item the day after the meeting but staff proposes moving this forward in order to keep the project on schedule and to consider the fact that the Plan Commission meeting was rescheduled from the regular date of April 23.

STAFF RECOMMENDATION:

Staff recommends APPROVAL and forwarding the right-of-way vacation to the Common Council for final approval with the following condition:

1. All existing easements remain in place.

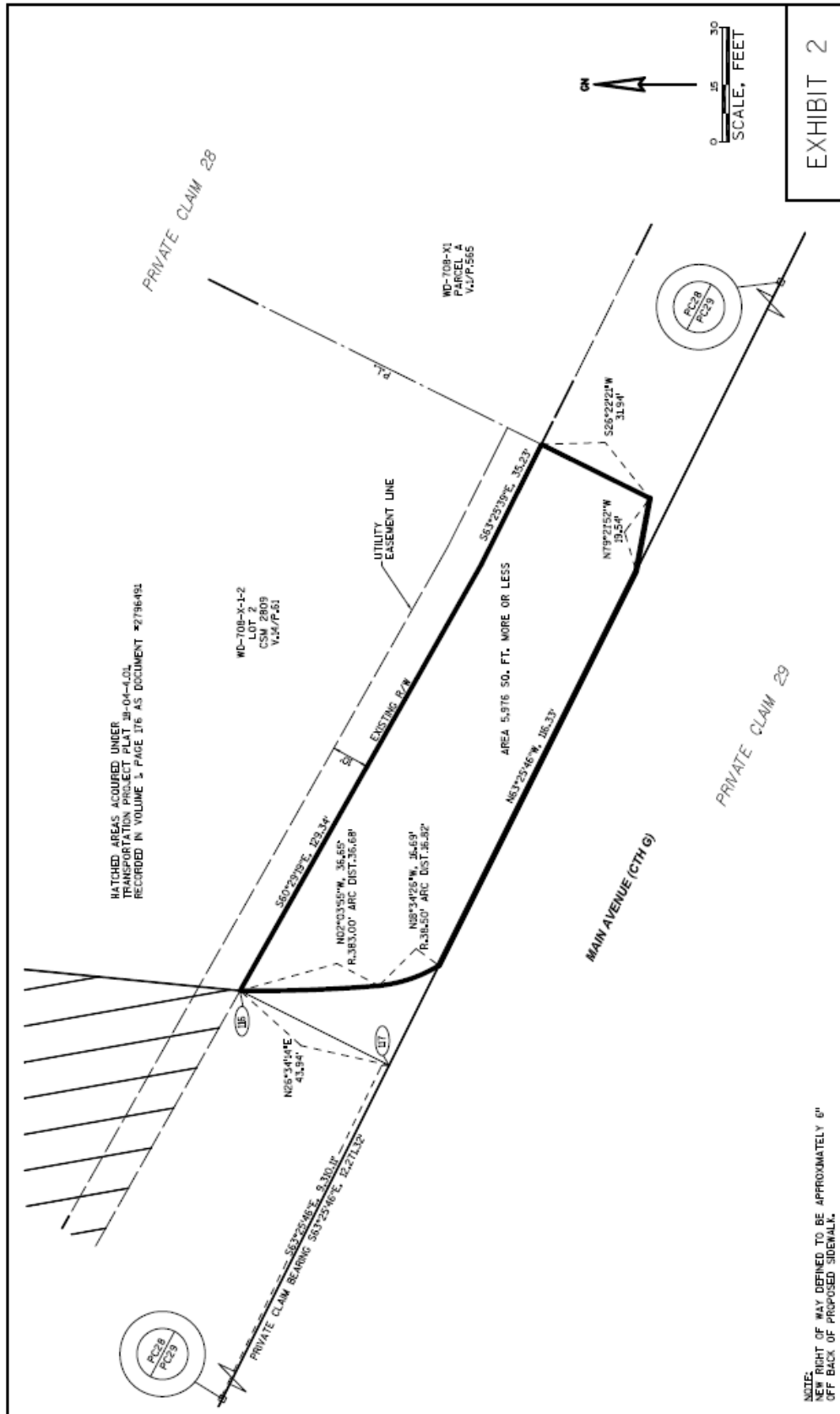
LEGAL DESCRIPTION

Part of Private Claim 28, West Side of the Fox River, City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the northwest corner of Private Claim 29, West Side of the Fox River; thence S63°25'46"E along the north line of said Private Claim 29, West Side of the Fox River, 9310.11 feet to point 117 as shown on Transportation Project Plat (TPP) 18-04-4.01, recorded in Vol 1 TPP Pg. 176 as Doc # 2796491; thence N26°34'14"E, 43.94 feet to point 116 on the north right of way of CTH G as shown on said TPP, the point of beginning:

Thence along the existing north right of way of CTH G the following two courses: S60°29'19"E, 129.34 feet and S63°25'39"E, 35.23 feet; thence S26°22'21"W, 31.94 feet; thence N79°21'52"W, 19.54 feet to the said north line Private Claim 29, West Side of the Fox River; thence N63°25'46"W along said north line, 116.33 feet to a point on a curve with a radius of 38.50 feet and a chord bearing N18°34'26"W, 16.69 feet; thence northerly along the arc of said curve 16.82 feet to a point on a curve with a radius of 383.00 feet and a chord bearing N02°03'55"W, 36.65 feet; thence northerly along the arc of said curve 36.68 feet to said point 116, the point of beginning.

Said parcel containing 5,976 square feet, more or less.



	CITY OF DE PERE APPLICATION FOR ROW VACATION	Fee: \$ 305.00
		Receipt #: N/A
		Date: 06 Apr 2018

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) City of De Pere	Authorized Representative Peter Schleinz	Title Senior Planner/Zoning Administrator	
Mailing Address 335 S. Broadway ST	City De Pere	State WI	ZIP Code 54115
Email Address pschleinz@mail.de-pere.org	Phone Number (incl. area code) 920.339.4043 x2	Fax Number (incl. area code) 920.330.9491	

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: Right of Way Requested to be Vacated

Name of ROW:	Main Avenue -- Part of 1000 BLK
Legal Description to be Vacated: (Please attach map)	

SECTION 4: Reason of Vacation

Reason for Requesting Vacation of ROW:	The street is being redesigned with a roundabout.
--	---

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative for this Application. I certify that the information contained in this form and attachments is true and accurate.

Name of Owner/Authorized Representative (please print) Peter Schleinz	Title Senior Planner/Zoning Administrator	Phone Number 920.339.4043 x2
Signature of Applicant 		Date Signed 06 Apr 2018

Attachment: Application Form (6897 : Resolution #18-41 Regarding the Vacation of a Portion of a Public Thoroughfare-Main Ave Right-Of-Way)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Resolution #18-53 Authorizing and Approving an Amendment to Conditional Use Permit (Overnight Shelter Facility at 290 Reid Street; St. Norbert College Pennings Building).

On May 29, 2018, The Plan Commission recommended approval of a conditional use permit for a homeless shelter with dates of operation (November 1 through April 30) changing to December 1 through February 1 and May 1 through July 7 by a vote of 4-0. The Plan Commission discussed, but did not recommend changing the date of expiration of the conditional use beyond Spring of 2020.

On April 30, 2018, the Plan Commission referred this item back to staff, in order to provide the petitioner an opportunity to attend and answer some questions about the proposal. Specifically, the Plan Commission noted that the intent of the request when granted in 2014 was to provide overflow capacity during the winter months. The Plan Commission wanted to confirm the St. Norbert facility was still providing only overflow and why overflow was needed during the month of May.

A copy of the staff report from the April meeting is attached. However, the petitioner has since requested additional changes to their application that include:

Timespan for revised Resolution before renewal is required--
Original (Resolution #14-107 Condition #3) was approved for Fall 2014 through Spring 2020.
Petitioner proposes to change to Fall 2014 through Spring 2025.

Dates of shelter operation for each season--
Original (Resolution #14-107 Condition #3) was approved for November 1st through April 30th.
Petitioner proposes to change to December 1st through February 1st and May 1st through June 7th. (This DOES NOT include the shelter operating from February 2 through April 30).

Additionally, recent changes to State Statutes have revised the public hearing notice required for a Conditional Use Permit from a Class I notice to a Class II notice. This results in a proposed public hearing and ordinance review date of June 19, 2018.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the Conditional Use Permit application to change the following for the overnight shelter facility at 290 Reid Street:

1. Open dates changing from November 1st through April 30th to December 1st through February 1st and May 1st through June 7. (Shelter to be closed from February 2 through April 30).

2. Conditional Use Permit expiration date changing from Spring of 2020 to Spring of 2025.

NOTE: A representative from St. Norbert College plans on attending in case the Plan Commission has additional questions.

ATTACHMENTS:

- Reso18-53 (DOCX)
- Public Hearing Notice SNC - Class II - 5-2018 (DOCX)
- Mayor-PC Act 67 CUP Changes 5-29-18 (PDF)
- SNC Conditional Use - Plan Commission Report 04-2018 (DOCX)
- 2014 SNC PC Report (PDF)
- SNC Conditional Use Permit App 2018 (PDF)

RESOLUTION #18-53

AUTHORIZING AND APPROVING AN AMENDMENT TO CONDITIONAL USE PERMIT
(Overnight Shelter Facility at 290 Reid Street; St. Norbert College Pennings Building)

WHEREAS, the Common Council for the City of De Pere authorized and approved a conditional use permit for an overnight shelter facility at 290 Reid Street, pursuant to Resolution #14-107 and its conditions thereto; and

WHEREAS, the Common Council has reviewed the recommendation of the City Plan Commission regarding an amendment to 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 amendment to conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 19th day of June, 2018 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 an amendment to the 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(3), 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 the amendment of a conditional use permit as provided at §14-39(2)(a), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two Family Residence District, an overnight shelter facility at 290 Reid Street subject to the following amended condition regarding days of operation:

Permitted days of operation are December 1st - February 1 and May 1 - July 1, through July of 2020; new application required before fall of 2020.

Resolution #18-53

Page 2 of 2

All other conditions of Resolution #14-107 shall not be impacted by this amendment and shall remain in force and effect.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-53 (7023 : Reso #18-53 Authorizing and Approving Amendment to CUP- SNC)

Publish: June 4, 2018 & June 11, 2018 in the Green Bay Press-Gazette (Class II Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, June 19, 2018** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a request to amend the conditional use permit issued for Parcels WD-905 and WD-934, at the northeast corner of Reid Street and 3rd Street.

The applicant makes this request in order to amend the terms and conditions of the Conditional Use Permit granted in 2014 to operate an overnight shelter facility at the Pennings Activity Center on the St. Norbert College campus. The request proposes changing the operational dates from November 1 thru April 30 to December 1 thru February 1 and May 1 thru June 7.

A copy of the application is available at the City of De Pere Development Services Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 4th day of June, 2018.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

CITY OF DE PERE

MEMO

To: Mayor Michael J. Walsh, Chair
 Members of the City Plan Commission
 From: Judith Schmidt-Lehman, City Attorney *Judy*
 RE: State Law Changes to Conditional Use Permit Review
 Date: May 29, 2018 (meeting date)

Effective November 29, 2017, state law on issuing conditional use permits (“CUP”) changed due to enactment of 2017 Wisconsin Act 67 (Act 67). The purpose of this memo is to provide guidance on how this new law affects the Plan Commission and Council decision making processes for CUP requests pending changes to the city’s zoning code [Chapter 14, De Pere Municipal Code (DPMC).]

CUPs are used by the City to permit a use otherwise not allowed in a zoning district if the Plan Commission and/or Council found it could do so and still protect adjoining property owners and the community at large. In deciding whether the proposed use would be allowed, the Plan Commission and Council apply standards found in the municipal code¹ and are allowed to attach conditions deemed necessary to protect the public interest.²

Act 67 imposed evidentiary standards for the Plan Commission/Council to use in evaluating the permit request and imposing conditions on the permit. Specifically, Act 67:

- *Requires that any condition imposed be related to the purpose of the ordinance and be based upon “substantial evidence.”*
- *Requires that the city’s decision to approve or deny be supported by “substantial evidence.”*

¹ §14-30(5) DPMC provides:

- (5) *Standards.* No conditional use shall be recommended by the Plan Commission unless such Commission shall find:
- (a) That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - (b) That the conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood;
 - (c) That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided;
 - (d) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - (e) That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Council pursuant to the recommendations of the Plan Commission.

² §14-30(8) DPMC provides:

- (8) *Conditions and guarantees.* Prior to the granting of any conditional use, the Plan Commission may recommend, and the Council shall stipulate, such conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the conditional use as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in subsection 5., above. In all cases in which conditional uses are granted, the City Council shall require such evidence and guarantees as it may deem necessary as proof that the conditions stipulated in connection therewith are being and will be complied with.

- *Defines “substantial evidence” to mean facts and information other than merely personal preference or other speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a CUP and that a reasonable person would accept in support of a conclusion.*
- *Requirements and conditions must be:*
 - ✓ *Reasonable*
 - ✓ *Measurable to the extent practicable*
 - ✓ *May include limits on permit duration, transfer or renewal.*

Act 67 also removes the discretionary component in determining whether to approve the permit, and imposes the requirement that the city “shall” grant the permit if the applicant meets or agrees to meet all of the requirements and conditions specified in city ordinance or imposed by city.³

Lastly, Act 67 provides that, once granted, a CUP remains in effect as long as the conditions upon which the permit was issued are followed. This does not prohibit the city from imposing a condition as to the permit’s duration, transfer or renewal.⁴

In reviewing any CUP application before the Commission or Council, please refer to these new evidentiary and permit approval processes in guiding the Commission recommendation to the Council and in the Council decision on the application. We are still reviewing our current ordinance to determine what, if any, changes are necessary as a result of Act 67.

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

cc: Alderperson Hansen
 Alderperson Jennings
 Alderperson Raasch
 Alderperson Crevier
 Alderperson Nelson
 Alderperson Carpenter
 Larry Delo, City Administrator
 Kimberly Flom, Development Services Director

J:\Law\Memos\Mayor-PC Act 67 CUP Changes5-29-18.docx

³ Wis. Stats. §62.23(7)(de)2.a provides:

2. a. If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.

⁴ Wis. Stats. §62.23(7)(de)4 provides:

4. Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the city may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance or by the city zoning board.

- ITEM 4:** Review and recommendation for a Conditional Use Permit application for an Overnight Shelter Facility at 290 Reid Street (Pennings Activity Center) in an R2 Residential District. Submitted by Steve Jakups on behalf of St. Norbert College.

PROPOSED CONDITIONAL USE PERMIT LOCATION



- REQUESTED ACTION:** Conditional Use Permit Approval.
- COMMON DESCRIPTION:** Northeast corner of Reid Street and 3rd Street
- PARCEL NUMBER(S):** WD-905 and WD-934
- EXISTING ZONING:** R2 – Single & Two Family Residence
- APPLICANT/OWNER NAME:** St Norbert College
Steve Jakups – Sr. Director
of Campus Safety
100 Grant Street
De Pere, WI 54115
- SITE HISTORY:** The City Council approved a Conditional Use Permit for an overnight shelter facility at 290 Reid Street in 2014. The Conditional Use Permit allowed the building to operate as an overnight shelter every year between the dates of November 1 through April 30. The Conditional Use Permit extends through Spring of 2020 and noted that a new application is required by the fall of 2020 for overnight shelter operations to continue. Supporting documents that detail the current Conditional Use Permit are attached for review.

The applicant has submitted a request to change the annual dates of operation for the overnight shelter from November 1 to April 30 to November 1 to June 2. All other operations will remain the same. The request adds an additional month to the operations of the overnight shelter.

STAFF REVIEW:

The Staff report detailing the 2014 review is attached. Staff review does not indicate any negative impact for permitting the overnight shelter to operate for one additional month during the spring.

All property owners within 300 feet of the subject area have been notified of this application.

REVIEW PROCESS:

The Common Council will conduct a public hearing and review the Plan Commission recommendation, in the form of a resolution, after a Class 1 notice. That meeting is scheduled for May 15, 2018.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Conditional Use Permit application to change the dates for the overnight shelter facility at 290 Reid Street from November 1 to April 30 to November 1 to June 2.

City of De Pere, Wisconsin

Request For Plan Commission Action

MEETING DATE: September 22, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Review a Conditional Use Application for an Overnight Shelter Facility at 290 Reid Street (Pennings Building) in a Single & Two Family Residential District. Applicant: St. Norbert College.*

ATTACHMENTS:

- PC_Staff_Memo_CU_SNC (PDF)
- SNC Conditional Use Permit application (PDF)

Attachment: 2014 SNC PC Report (7023 : Reso #18-53 Authorizing and Approving Amendment to CUP- SNC)

City of De Pere
Staff Comments

Plan Commission
September 22, 2014

Item #4: Review a Conditional Use Application for an Overnight Shelter Facility at 290 Reid Street (Pennings Building) in a Single & Two Family Residential District. Applicant: St. Norbert College.*

A Conditional Use Application was submitted by St. Norbert College for an Overnight Shelter Facility at 290 Reid Street which is known as the Pennings Building. A similar conditional use was approved by the Plan Commission and the City Council for the first part of 2014. The conditional use is requesting that the facility be made available between the dates of November 1st through April 30th, 2015 as an overnight shelter. The application also requests that the conditional use be valid for five years. A total of 16 beds would be made available. The property is zoned R-2 (Single & Two Family Residence) and Overnight Shelter Facilities are permitted as a conditional use. The table below summarizes some of the impact related to the new facility.

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

Recommendation

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

1. The building shall be in compliance with building and fire code for residential occupants.
2. The numbers of beds would be limited to 16 beds.
3. Operation would be between November 1st through April 30th each year for a period of five years (Fall 2014 - Spring 2020; new application required before fall of 2020).
4. Hours of operation would be between 9 p.m. and 6 a.m. Daytime services would not be provided by St. Norbert College.
5. Services provided are limited to those related to a safe sleeping facility for guests.
6. The conditional use shall be forwarded to City Council.

Attachment: PC_Staff_Memo_CU_SNC (2664 : SNC Conditional)

Attachment: 2014 SNC PC Report (7023 : Reso #18-53 Authorizing and Approving Amendment to CUP- SNC)

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

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

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) St. Norbert College	Authorized Representative Daniel Robinson	Title Sr. Advisor to the VP for MSA	
Mailing Address 100 Grant St.	City De Pere	State WI	ZIP Code 54115
Email Address daniel.robinson@snc.edu	Phone Number (incl. area code) 920-403-3079	Fax Number (incl. area code) 920-403-4092	

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 Pennings Activity Center; 290 Reid St.; De Pere, WI 54115	Parcel No.
--	------------

SECTION 4: Proposed Conditional Use

Existing Zoning:	R-2 - single family residence
Present Use of Parcel:	educational
Proposed Use of Parcel:	temporary emergency housing
Present Use of Adjacent Properties:	educational

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) Eileen Jahnke	Title Vice President	Phone Number 920-403-3250
Signature of Applicant Eileen Jahnke		Date Signed 9-15-14

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):	
--	--

Attachment: SNC Conditional Use Permit application (2664 : SNC Conditional)
Attachment: 2014 SNC PC Report (7023 : Reso #18-53 Authorizing and Approving Amendment to CUP- SNC)

City of De Pere Conditional Use Permit application

-for St. Norbert College building at 290 Reid St.; De Pere, WI

- A. Overflow/Emergency overnight site for St. John the Evangelist Homeless Shelter
- B. Conditional use approval for a temporary, overnight shelter facility at 290 Third. St. The building would be used to provide overnight shelter (as needed) for guests of St. John the Evangelist Homeless Shelter between November 1-April 30, which match with the season the shelter is open. Our intention is to operate primarily during the semester break, but be available if an emergency arises where the Shelter is not available (e.g., loss of heat, etc.) We would also ask that the Conditional Use Permit be valid for a five-year period, and then be revisited at that point.
- C. Location of project/building is 290 Reid St.; De Pere, WI (*see map created by City Planning department*)
- D. Other needed information
 - a. **Existing site conditions** – The building is currently used for a variety of student activities, including athletic activities in the gymnasium. The building also houses the St. Norbert College Campus Safety department as well as the College's ROTC program.
- G. Other information considered pertinent by the Plan Commission
 - a. **Floor plan of use** - The Pennings Activity Center would house 16 guests in an emergency, overflow situation. These guests would sleep in the gymnasium on the lower level. They would have access to the bathroom facilities and lounge. The college security staff are housed on the 2nd floor of this building.
 - b. **Number of beds to be provided** – 16
 - c. **Proposed dates of operation** – November 1-April 30th, matching the shelter's season of operation.
 - d. **Proposed hours of operation** – 9:00 PM-6:00 AM
 - e. **Services to be provided** - St. Norbert College would provide overflow sleeping accommodations and basic bathroom facilities. All other services offered to shelter guests would be done at the primary location (411 St. John St. Green Bay, WI). Guests would eat meals, shower, prepare for the day and meet with case managers at the primary location. The overflow site, located at St. Norbert College, would simply offer safe, warm and dry sleeping facilities when the shelter reaches its capacity of 84 and the 1st identified overflow site, located in Green Bay, reaches its capacity of 16. The space would also be available for up to 16 people if the main shelter is unavailable due to an emergency (e.g., loss of heat, etc.).
 - f. **Serviced provided during daytime hours** - St. Norbert College would not offer services to homeless guests during daytime hours. The college would only serve as an overnight overflow accommodation site.
 - g. **Transportation services provided** - Shelter guests would be transported to and from the overflow site using taxi service or a contracted service through another nonprofit. Guests would be transported from St. John's primary site in Green Bay each evening and would be transported back to St. John' shelter each morning prior to exiting for the day.

Attachment: SNC Conditional Use Permit application (2664 : SNC Conditional)

Attachment: 2014 SNC PC Report (7023 : Reso #18-53 Authorizing and Approving Amendment to CUP- SNC)



CITY OF DE PERE

APPLICATION FOR
CONDITIONAL USE

CITY OF DE PERE
RECEIVED
APR 13 2018
PLANNING DEPT.

Fee: \$ 305.00

Receipt #: 131433

Date: 4-13-18

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) <i>St Norbert College</i>	Authorized Representative <i>Steve Jakups</i>	Title <i>Sr. Director of Campus Safety</i>	
Mailing Address <i>100 Grant St.</i>	City <i>De Pere, WI 54115</i>	State <i>WI</i>	ZIP Code <i>54115</i>
Email Address <i>Steve.Jakups@Snc.edu</i>	Phone Number (incl. area code) <i>(920) 403-1346</i>	Fax Number (incl. area code) <i>(920) 403-4020</i>	

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	Parcel No.
-----------------------------	------------

SECTION 4: Proposed Conditional Use

Existing Zoning:	<i>R-2 Single Family Residence</i>
Present Use of Parcel:	<i>Educational</i>
Proposed Use of Parcel:	<i>Temporary EMERGENCY HOUSING</i>
Present Use of Adjacent Properties:	<i>Educational</i>

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) <i>Steve Jakups</i>	Title <i>Sr Director of Campus Safety</i>	Phone Number <i>(920) 403-1346</i>
Signature of Applicant <i>Steve Jakups</i>		Date Signed <i>03-16-2018</i>

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):



100 Grant Street • De Pere, WI 54115-2099 • www.snc.edu/campusafety

March 16, 2018

City of De Pere
Clerk & Plan Commission
335 South Broadway
De Pere, WI 54115

Dear Clerk and Plan Commission Members,

On October 7, 2014, the City of De Pere Common Council reviewed and approved Resolution #14-107 authorizing a Conditional Use Permit for an overnight shelter facility at St. Norbert College in the Pennings Activity Center, 290 Reid Street, De Pere, WI. The permit was approved for housing no more than 16-overnight guests during the hours of 9:00 pm - 6:00 am, November 1 to April 30. A review of the occupancy activity over the past 4-years shows St. John the Evangelist Homeless Shelter located in Green Bay, requested and received nightly overflow shelter service for an average of 11- individuals, usually during the month of January, which traditionally is the coldest month of the winter. This year the shelter did not file a request for guest housing with the College. During the overnight stays, guests were supervised by a member of the shelter team who stayed overnight. The Campus Safety Department is also located in the Pennings Activity Center and staffs at least 2 – professionally trained officers during the overnight hours. The officers are able to provide service and assist with the shelter supervisor's requests for unruly behavior or possible medical issues. Neither our security staff or the shelter supervisor have experienced behavior or medical issues while guests were housed at the Pennings Activity Center. Furthermore, the campus safety staff reported the guests were very friendly, appreciative and well-mannered.

Recently, the College was contacted by Ms. Alexia Wood, Executive Director of St. John the Evangelist Homeless Shelter and Micah Center, asking if it would be possible for the College to house guests during the summer months. The College's administration met and discussed the request, taking into consideration end of the academic year testing activities, commencement and summer camp and conference events. It was decided if a new Conditional Use Permit would be granted or if the current permit revised, the College could welcome up to 6 - guests per night during a period from May 15 – June 1. *2018*

I am enclosing a New Conditional Use Permit Application and a copy of the 2014 application and permit for your review. It is the hope of the College; the city plan commission and city council will review and grant the Conditional Use Permit or extend the 2014 document so we can continue to provide services to a very worthwhile organization. If you have questions please feel free to contact me at your convenience.

Sincerely,

Steve Jakups
Sr. Director of Campus Safety
St. Norbert College
100 Grant St.
De Pere, WI 54115
Steve.jakups@snc.edu
(920) 403-1346

RESOLUTION #14-107

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Overnight Shelter Facility at 290 Reid Street;
St. Norbert College Pennings Building)

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 7th day of October, 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(3), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-39(2)(a), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two Family Residence District, an overnight shelter facility at 290 Reid Street subject to the following conditions:

1. The building shall be in compliance with building and fire code for residential occupants.
2. The number of beds is limited to 16.
3. Permitted days of operation are between November 1st through April 30th each year for a period of five years (Fall 2014 – Spring 2020); new application required before fall of 2020.
4. The hours of operation permitted are between 9 PM and 6 AM. Daytime services or activities are not provided or permitted at this site.

5. The services provided on this site are limited to those related to providing a safe sleeping facility for guests.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of October, 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: June 19, 2018

DEPARTMENT: Plan Commission

FROM: Peter Schleinz

SUBJECT: Resolution #18-54 Authorizing and Approving a Conditional Use Permit (Parcel WD-1047).

On May 29, 2018, The Plan Commission recommended approval of a conditional use permit for a day care center that operates Monday through Friday from 7:30am to 6:30pm by a vote of 4-0.

ATTACHMENTS:

- Reso18-54 (DOCX)
- Public Hearing Notice Day Care - Class II - 5-2018 (DOCX)
- Mayor-PC Act 67 CUP Changes 5-29-18 (PDF)
- Day Care Conditional Use - Plan Commission Report 05-29-2018 (DOCX)
- Application Form (PDF)
- Existing Building Floorplan Map (PDF)
- Petitioner Letter - Conditional Use Submittal Requirements (PDF)

RESOLUTION #18-54

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcel WD-1047)

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

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 19th day of June, 2018 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 §14-51(2)(b), De Pere Municipal Code, for purposes of permitting within the I-B-1 Industrial Business-1 District, a daycare center complimentary to businesses and industries within the De Pere Business Park at 2073 Lawrence Drive, Parcel WD-1047, subject to the terms and conditions of the Plan Commission.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-54 (7024 : Resolution #18-54 Authorizing and Approving a Conditional Use Permit (Parcel WD-1047).)

Publish: June 4, 2018 and June 11, 2018 in the Green Bay Press-Gazette (Class II Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, June 19, 2018** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on a request for a conditional use permit issued for part of Parcel WD-1047, at 2073 Lawrence Drive.

The applicant makes this request in order to allow a day care center within the I-B-1 Zoning District that provides outpatient therapy for children with autism and other developmental delays. The day care center is proposed to operate Monday through Friday from 7:30am – 6:30pm.

A copy of the application is available at the City of De Pere Development Services Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 4th day of June, 2018.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

CITY OF DE PERE

MEMO

To: Mayor Michael J. Walsh, Chair
 Members of the City Plan Commission
 From: Judith Schmidt-Lehman, City Attorney *Judy*
 RE: State Law Changes to Conditional Use Permit Review
 Date: May 29, 2018 (meeting date)

Effective November 29, 2017, state law on issuing conditional use permits (“CUP”) changed due to enactment of 2017 Wisconsin Act 67 (Act 67). The purpose of this memo is to provide guidance on how this new law affects the Plan Commission and Council decision making processes for CUP requests pending changes to the city’s zoning code [Chapter 14, De Pere Municipal Code (DPMC).]

CUPs are used by the City to permit a use otherwise not allowed in a zoning district if the Plan Commission and/or Council found it could do so and still protect adjoining property owners and the community at large. In deciding whether the proposed use would be allowed, the Plan Commission and Council apply standards found in the municipal code¹ and are allowed to attach conditions deemed necessary to protect the public interest.²

Act 67 imposed evidentiary standards for the Plan Commission/Council to use in evaluating the permit request and imposing conditions on the permit. Specifically, Act 67:

- *Requires that any condition imposed be related to the purpose of the ordinance and be based upon “substantial evidence.”*
- *Requires that the city’s decision to approve or deny be supported by “substantial evidence.”*

¹ §14-30(5) DPMC provides:

- (5) *Standards.* No conditional use shall be recommended by the Plan Commission unless such Commission shall find:
- (a) That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
 - (b) That the conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood;
 - (c) That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided;
 - (d) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
 - (e) That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Council pursuant to the recommendations of the Plan Commission.

² §14-30(8) DPMC provides:

- (8) *Conditions and guarantees.* Prior to the granting of any conditional use, the Plan Commission may recommend, and the Council shall stipulate, such conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the conditional use as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified in subsection 5., above. In all cases in which conditional uses are granted, the City Council shall require such evidence and guarantees as it may deem necessary as proof that the conditions stipulated in connection therewith are being and will be complied with.

- *Defines “substantial evidence” to mean facts and information other than merely personal preference or other speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a CUP and that a reasonable person would accept in support of a conclusion.*
- *Requirements and conditions must be:*
 - ✓ *Reasonable*
 - ✓ *Measurable to the extent practicable*
 - ✓ *May include limits on permit duration, transfer or renewal.*

Act 67 also removes the discretionary component in determining whether to approve the permit, and imposes the requirement that the city “shall” grant the permit if the applicant meets or agrees to meet all of the requirements and conditions specified in city ordinance or imposed by city.³

Lastly, Act 67 provides that, once granted, a CUP remains in effect as long as the conditions upon which the permit was issued are followed. This does not prohibit the city from imposing a condition as to the permit’s duration, transfer or renewal.⁴

In reviewing any CUP application before the Commission or Council, please refer to these new evidentiary and permit approval processes in guiding the Commission recommendation to the Council and in the Council decision on the application. We are still reviewing our current ordinance to determine what, if any, changes are necessary as a result of Act 67.

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

cc: Alderperson Hansen
 Alderperson Jennings
 Alderperson Raasch
 Alderperson Crevier
 Alderperson Nelson
 Alderperson Carpenter
 Larry Delo, City Administrator
 Kimberly Flom, Development Services Director

J:\Law\Memos\Mayor-PC Act 67 CUP Changes5-29-18.docx

³ Wis. Stats. §62.23(7)(de)2.a provides:

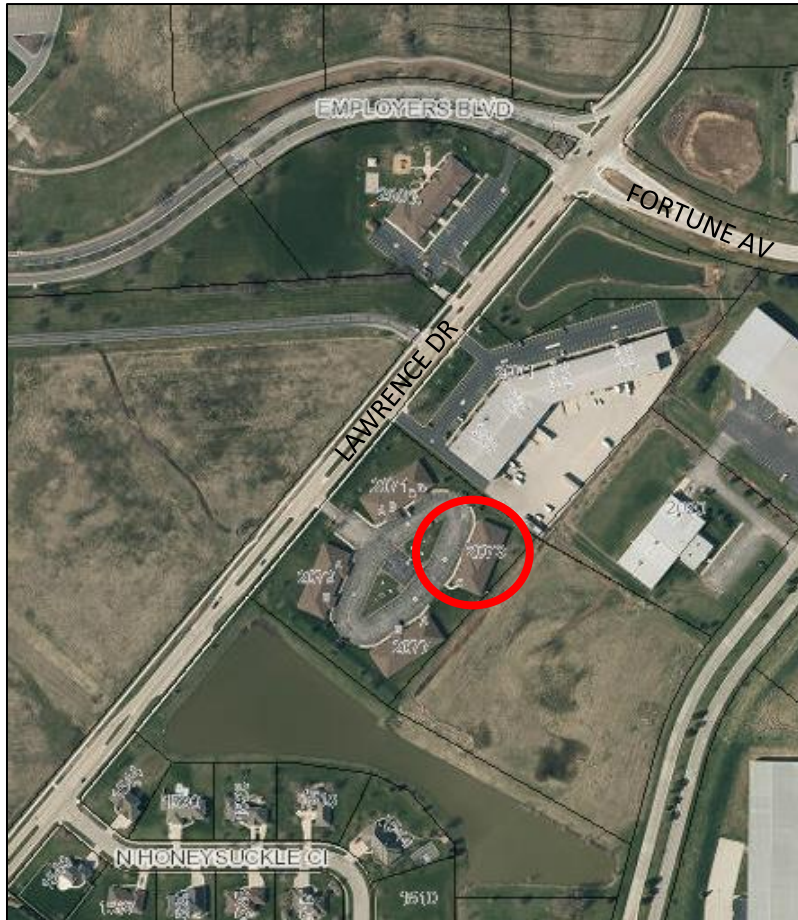
2. a. If an applicant for a conditional use permit meets or agrees to meet all of the requirements and conditions specified in the city ordinance or those imposed by the city zoning board, the city shall grant the conditional use permit. Any condition imposed must be related to the purpose of the ordinance and be based on substantial evidence.

⁴ Wis. Stats. §62.23(7)(de)4 provides:

4. Once granted, a conditional use permit shall remain in effect as long as the conditions upon which the permit was issued are followed, but the city may impose conditions such as the permit's duration, transfer, or renewal, in addition to any other conditions specified in the zoning ordinance or by the city zoning board.

- ITEM #5:** Review and recommendation for a Conditional Use Permit application for a day care center at 2073 Lawrence Drive (Lawrence Drive Office Complex) in an I-B-1 Industrial District. Submitted by Kirsten Conrad on behalf of Milestones Behavioral Pediatrics INC and VHC INC.*

PROPOSED CONDITIONAL USE PERMIT LOCATION



REQUESTED ACTION:	Conditional Use Permit Approval.	
COMMON DESCRIPTION:	2073 Lawrence Drive, located south from the Fortune Avenue & Employers Boulevard intersection	
PARCEL NUMBER(S):	WD-1047	
EXISTING ZONING:	I-B-1 – Industrial-Business-1 District	
APPLICANT/OWNER NAME:	Milestones Behavioral Pediatrics INC Kirsten Conrad, Representative 830 Roth Road De Pere, WI 54115	VHC INC David Van Den Heuvel, CEO, Owner 3090 Holmgren Way Green Bay, WI 54304

SITE HISTORY:

The site was proposed for development in phases as a four-to-five building office complex in 1997. The subject 9,455 square foot building was added to the site in 2001. A fifth building has never been added to the site. The site was used for agricultural purposes prior to development.

The applicant has submitted a Conditional Use Permit request to allow for a day care center within the subject building, which is zoned I-B-1 District. The proposed use is expected to occur within approximately 5,975 square feet of the building with future expansion into the entire building.

STAFF REVIEW:

A document, written by the petitioner to summarize their conditional use submittal requirements is attached with this report. The petitioner plans on renting areas A and B of the building (see attached floorplan) and later expanding into area C when the attendee population exceeds 15. The capacity for the facility, when the entire building is utilized, is expected to be approximately 35. The petitioner proposes to provide outpatient therapy for children with autism and other developmental delays. Per our Code, this use would be considered a day care center, which would require a conditional use permit.

In order for a conditional use to be recommended by the Plan Commission, the following standards must be addressed, per Municipal Code 14-30(5):

- a) That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
- b) That the conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood;
- c) That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided;
- d) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and
- e) That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Council pursuant to the recommendations of the Plan Commission.

The following are staff findings related to the above standards:

- The proposed use is specifically for a day care facility that provides

outpatient therapy for children with autism and other developmental delays. The day care facility will operate Monday through Friday only, from 7:30am – 6:30pm. The business is proposed to open by mid-August 2018 with a capacity of approximately 35 children. The request is utilizing an existing structure and onsite parking, so impacts to the public are minimal.

- The I-B-1 District is designed to allow for day care centers complimentary to businesses and industries located in the De Pere Business Park. It is likely that the day care center will not be exclusive to Business Park employees only; the facility is able to serve both employees and nearby residents. Because the site is an existing building, and the next nearest off-site building (loading docks/garage bays) is over 90-feet away, impacts to adjacent properties are minimal.
- The building, access drives, storm water drainage, etc. already exists as the site was developed in phases between 1997 and 2001.
- Ingress and egress to American Boulevard already exists as the driveway, drive lanes, and parking lot on the site was developed, starting in 1997.
- The design of the existing site conforms with the City of De Pere Municipal Code and was approved as a site plan in 1997. A day care center is allowed in the I-B-1 District as a conditional use, if approved by the City of De Pere.

In addition to the staff review and report to Plan Commission, all property owners within 300 feet of the subject area have been notified of this application. Two of five residential properties on the north side of N. Honeysuckle Circle were greater than 300 feet away. To prevent confusion among neighbors with the appearance of “missed” properties, the two properties were also added to the notification list by staff.

REVIEW PROCESS:

The Common Council will conduct a public hearing and review the Plan Commission recommendation, in the form of a resolution, after a Class II notice. That meeting is scheduled for June 19, 2018.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the Conditional Use Permit application to allow a day care center that provides outpatient therapy for children with autism and other developmental delays at 2073 Lawrence Drive. The hours of operation of the facility are Monday through Friday only, from 7:30am – 6:30pm. The capacity of the facility is approximately 35 children.

 CITY OF DE PERE RECEIVED MAY 14 2018 PLANNING DEPT.	CITY OF DE PERE APPLICATION FOR CONDITIONAL USE		Fee: \$ 305.00
			Receipt #: 132399
			Date: 5-14-18

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) Milestones Behavioral Pediatrics, Inc	Authorized Representative Kirsten Conrad	Title Owner	
Mailing Address 830 Roth Road	City De Pere	State WI	ZIP Code 54115
Email Address kirstenc125@gmail.com	Phone Number (incl. area code) (920) 737-5325	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) VHC Inc	Contact Person David Van Den Heuvel3	Title CEO	
Mailing Address 3090 Holmgren Way	City Green Bay	State WI	ZIP Code 54304
Email Address	Phone Number (incl. area code) (920) 336-7278	Fax Number (incl. area code) (920) - 336-7516	

SECTION 3: Project or Site Location

Project Address/Description 2073 Lawrence Drive, De Pere WI 54115- Commercial Building	Parcel No. WD-1047
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SECTION 4: Proposed Conditional Use

Existing Zoning:	1-B-1
Present Use of Parcel:	Vacant/Office Complec
Proposed Use of Parcel:	Center based out patient treatment/child care
Present Use of Adjacent Properties:	C-EO, 1-B-1 (Business and other child care facilities)

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.

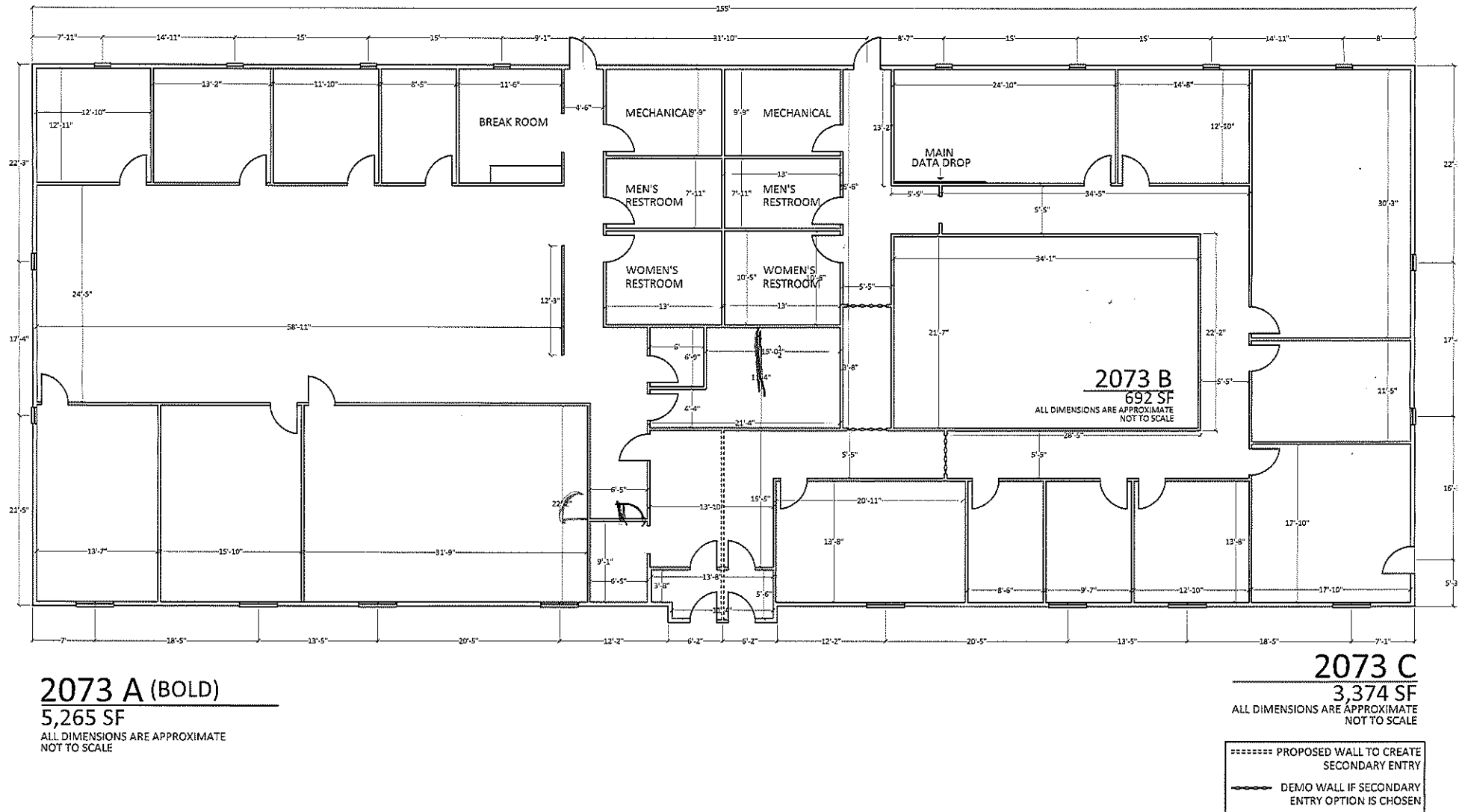
Name of Owner/Authorized Representative (please print) see attached letter	Title	Phone Number
Signature of Applicant		Date Signed

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

TO BE COMPLETED BY CITY STAFF

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

Attachment: Application Form (7024 : Resolution #18-54 Authorizing and Approving a Conditional Use Permit (Parcel WD-1047).)



CONDITIONAL USE SUBMITTAL REQUIREMENTS

A. Name of project/development.

Milestones Behavioral Pediatrics

B. Summary of the Conditional Use and general operation of proposed use.

The space of the building would be used for outpatient therapy for children with autism and other developmental delays. The hours of operation would be from 7:30am-6:30pm Monday through Friday.

C. Written responses to the Conditional Use Standards: a. That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare; b. That the conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood; c. That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided; d. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets; and e. That the conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Council pursuant to the recommendations of the Plan Commission.

The establishment will be used to provide a much needed and beneficial service to the community. Applied Behavior Analysis, the type of therapy that will be provided in the space, is the only treatment recommended by the Surgeon General for the treatment of autism. Currently, the closest center based treatment facilities in the area are in Howard and Kimberly. By providing services in De Pere, the children will have more access to therapy and spend less time commuting to be given these services. Additionally, these services will greatly benefit the community, by

allowing children with autism and other developmental delays to gain different social and safety skills. The focus of therapy is increase the skill sets these children need to be functionally independently in their communities. Focus would be on increasing communication skills, decreasing aggressive or unsafe behaviors, working on forming and maintaining friendships, and daily living and adaptive skills. By providing local access to this type of therapy, the community itself will benefit. Finally, as a Board Certified Behavior Analyst, I am held to a high moral and ethical code. I will always seek to provide services in the least restrictive environment and in the most effect manner, meaning I, or anyone else providing services under me, will never use physical force, confinement, punishment or aversive techniques. The children attending Milestones will learn through positive experiences, and they will only learn skills that will directly benefit themselves and their community. By allowing Milestones the ability to be a part of the De Pere community, all the members of the community will benefit in numerous ways. There will be an increase in available services, an increase in awareness and acceptance, and an increase in valuable members of the community. The projected location is off a well maintained and busy road, where several large businesses are already established. This will make pick and drop off for parents convenient, especially if they are employed in this area. There is also adequate parking for both staff and parents provided already at this location in a private parking lot located off the main road, preventing any build up or traffic congestion on public roads. The building and the area fit all the current needs of Milestones. Milestones and it's owner plan to embellish the community, and to give back where and when it can.

D. If applicable, scale site map of project/development. If site plan review is required for the project, all efforts should be made to review the site plan and conditional use permit request at the same Plan Commission meeting.

Please see attached floorplan.

E. Project timeline.

The projected timeline would be to begin offering services at the center Mid-August/Beginning of September. By starting up during this time, Milestones would be

available to support children and schools during the back to school time, and provide them access to services they may not otherwise be able to receive.

F. Other information as requested by staff that would be considered pertinent by the Plan Commission.

Currently, the autism diagnosis rate is 1 in 59 children, which recently grew from 1 in 64. There is only one other center based program available in Brown County at this time, with locations in Bellevue and Howard. Based off the US Census, there are roughly 6,099 children in the city of De Pere. Using statistics alone, there are 104 children in our city with an autism diagnosis. By offering these services within their own neighborhoods, they have a greater chance of having access to services at the critical time and making large gains. The autism rate continues to grow, and it would be our best interest as a community to embrace this and provide the services that are desperately needed locally. By doing so, we will be supporting not only this population of people directly, but also their families, their current and future teachers, and other community helpers such as firemen and police officers.



3090 Holmgren Way
Green Bay, WI 54304

An Investment Company

Phone: 920/336-7278

Fax: 920/336-7516

May 11, 2018

To whom it may concern:

VHC Inc. has no issues with renting space to Milestones Behavioral Pediatrics, Inc. at 2073 Lawrence Drive De Pere, WI.

Sincerely,

A handwritten signature in cursive script, appearing to read "VHC Inc.", is written over a horizontal line.

VHC Inc.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Finance/Personnel Committee to Approve Emergency Repairs to VFW Pool Boiler.

The Finance/Personnel Committee at the June 12, 2018 meeting approved funding emergency repairs to the VFW Pool Boiler and moved to send it to Common Council for approve. The vote passed unanimously 4-0.

During the week of May 28th staff were working on preparing our pools. Upon starting up the boiler at VFW Pool we uncovered the heat exchanger was cracked. Due to the timing of this event and the distance of where the part has to come from (California), we obtained approval from our City Administrator to move forward with the repair immediately. The cost of the repair will be approximately \$11,500.

As of Wednesday, June 6 we are still waiting for the part to be delivered so that we can attempt to have the pool ready for opening on June 9th.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Ordinance #18-10 Amending Chapter 150, De Pere Municipal Code, Regarding Traffic Regulations.

Approved 4-0 at the BOPW Meeting on June 11.

**City Engineer Parking and Traffic Recommendations
May 15th and 29th Meeting**

Parking and Parking Lot Items:

- Remove No Parking restriction on Huron at George due to reconstruction in 2017
 - Parking was eliminated due to the narrow street at George Street. Parking lanes were added in 2017 so the parking restriction can be eliminated.

Recommendation:

- Staff recommends eliminating the parking restriction in the ordinance by eliminating the following:

Schedule G – No Parking

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Huron Street</i>	<i>E</i>	<i>George</i>	<i>95' North</i>

- Change the parking on Michigan Street adjacent to 600 George Street to 2 hour parking.
 - Parking on the street adjacent to other businesses on George Street is currently 2 hour parking. There are employees parking for the majority of the day adjacent to 600 George Street which impacts use by customers.

Recommendation:

- Staff recommendation is to update the ordinance as follows:

Schedule G – Two-Hour Parking 9:00 am – 6:00 pm, Monday - Saturday

<i>Street</i>	<i>Side of Street</i>	<i>From Curbline</i>	<i>To Curbline</i>
<i>Michigan Street</i>	<i>E</i>	<i>130' S/O George</i>	<i>George</i>

- Move parking sign on North Sixth Street near Birch Street farther north.
 - Periodically vehicles are parked north of the existing sign. The ordinance is written to restrict parking on the east side of Sixth Street to Birch Street.

Recommendation:

- Move the sign farther north.

Pedestrian and Bicycle Items

4. Consider modifying the current crosswalk to a ladder style crosswalk at Webster Avenue and George Street.
 - Based on WisDOT traffic counts, Webster Street just north of George Street has an average daily traffic (ADT) volume of 11,200 vehicles. This meets the warrant for a ladder style crosswalk (collector/arterial with an ADT greater than 9,000) per the City of De Pere Crosswalk Policy. A copy of the policy is attached.

Recommendation:

- Staff recommends the modification of the crosswalk to a ladder style.

5. Update Municipal Code for Bike Lanes on Eighth Street
 - Bicycle lanes are listed in Section 150.22 of the Ordinance. Bike lanes were added on Eighth Street in 2017.

Recommendation:

- Update Section 150-22 of the Municipal Code to as follows:

Schedule F – Bicycle Lane

<i>Street</i>	<i>Side of Street</i>	<i>From</i>	<i>To</i>
<i>Eighth Street</i>	<i>W & E</i>	<i>100' N/O Main</i>	<i>Ash</i>

Signs – Other

6. Install yield signs on new streets.
 - A new street is being constructed on the west side off of Bridge Port lane.

Recommendation:

- Update Section 150-22 of the Municipal Code to as follows:

Schedule C Yield Right-of-Way Intersections

<i>Traffic On</i>	<i>Yields At</i>
<i>Whistler Court</i>	<i>Bridge Port Lane</i>

7. Install “No Outlet” sign on Reid Street, east of Third.
 - This request conforms to the City’s Warning Signs for Cul de Sacs and No Outlet Street Systems dated March 12, 2012 which includes the following requirements:
 - The street cannot have an exit.
 - The distance from the outlet intersection to the end of the farthest street must be at least 400 feet.
 - The end of the farthest street is not visible from the outlet intersection.

Recommendation:

- Staff recommends installing a No Outlet sign on Reid Street, east of Third Street.

ATTACHMENTS:

- Ord18-10 (DOCX)
- Crosswalk Location Policy - 2017-06-29 (PDF)

ORDINANCE #18-10

AMENDING CHAPTER 150, DE PERE MUNICIPAL CODE,
REGARDING TRAFFIC REGULATIONS

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

Section 1: Section 150-23, Schedule C (Yield Right-of-Way Intersections), is hereby amended as follows:

ADDITIONS:

<i>Traffic On</i>	<i>Yields At</i>
Whistler Court	Bridge Port Lane

Section 2: Section 150-23, Schedule F (Turning and Lane Designation-Bicycle Lane), is hereby amended as follows:

ADDITIONS:

<i>Street</i>	<i>Side of Street</i>	<i>From</i>	<i>To</i>
<i>Bicycle Lane</i>			
Eighth Street	W & E	100' N/O Main	Ash

Section 3: Section 150-23, Schedule G (Parking), is hereby amended as follows:

A. DELETIONS:

<i>NO PARKING</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Huron Street	E	George	95' North

B. ADDITIONS:

<i>Two-hour Parking 9:00 a.m.- 6:00 p.m. Mon.- Sat.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Michigan Street	E	130' S/O George	George

C. Revising Parking Regulation Heading “Two-hour parking 9:00 a.m.–6:00 p.m. Mon.-Sat. Except Thursdays from 10:00 a.m.-8:00 p.m.” to read “Two-hour

Ordinance #18-10
Page 2 of 2

parking 9:00 a.m.–6:00 p.m. Mon.-Sat. Except Thursdays from 10:00 a.m.-8:00 p.m. Starting June 21, 2018 and Ending September 28, 2018.”

D. Revising Parking Regulation Heading “Long-term parking except Thursdays from 10:00 a.m.-8:00 p.m.” to read “Long-term Parking Except Thursdays from 10:00 a.m.-8:00 p.m. Starting June 21, 2018 and Ending September 28, 2018.”

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: 06/11/2018

Publication Date: _____

Effective Date: _____

Attachment: Ord18-10 (7053 : Ord #18-10 Amending Chapter 150, DPMC, Regarding Traffic Regulations.)

Appendix

City of De Pere

Crosswalk Location Policy

City of De Pere Crosswalk Policy

June 29, 2017

Background

Wisconsin State Statute, 346.24(1) states that 'motorists are required to yield to pedestrians at an intersection with pedestrian facilities, whether the crosswalk is marked or not'.

The purpose of marked crosswalks at intersections or midblock locations is to indicate optimal or preferred locations for pedestrians to cross a street. Marked crosswalks are intended to provide pedestrians with a feeling of confidence that it is safe to cross a street at a marked location and to give drivers adequate warning to expect that pedestrians will be in the roadway. However, marked crosswalks can also prompt many pedestrians to feel a false sense of safety when using a marked crosswalk.

This policy covers where and how to mark crosswalks, related to the following topics:

- General Crosswalk Location Principles
- Traffic Engineering Studies
- Marking Crosswalks at Unsignalized Intersections
- Marking Crosswalks at Controlled Intersections
- Marking Crosswalks at Mid-Block Locations
- Removal of Crosswalk Markings
- Crosswalk Stripping Patterns

This policy replaces the existing City Department of Public Works policy on 'Crosswalks on Through Streets', dated March 12, 2012.

General Crosswalk Location Principles

It is recognized that pedestrians are sensitive to out-of-the-way travel and that reasonable accommodations should be made to make crossings both convenient and safe allowing pedestrians to cross streets at regular intervals.

The following general principles should be considered when identifying pedestrian crosswalk locations:

1. Arterial street crosswalk locations should be consistent with the City of De Pere *Bicycle and Pedestrian Plan*. Depending on the street network configuration and intersection spacing, pedestrians in dense urban areas should not be expected to walk more than 400 feet out their way to cross a street to reach their destination.
2. Marked crosswalks should be installed where there is:
 - a. A substantial conflict between vehicle and pedestrian movements,
 - b. Where significant pedestrian concentrations occur,
 - c. Where pedestrians would not otherwise recognize the proper place to cross, and
 - d. Where traffic movements are controlled
3. Crosswalks should not be installed at locations where sidewalks do not exist.

The widely used national guideline regarding crosswalk markings is documented in the *Manual on Uniform Traffic Control Devices (MUTCD)* Section 3B-17 and 3B-18 (6). It states that crosswalks should be marked at all intersections where there is a substantial conflict between vehicular and pedestrian movements.

The Federal Highway Administration (FHWA) advises that the overuse of crosswalk markings should be avoided to maximize their effectiveness. Crosswalks and sign treatments (such as the "State Law – Yield to Pedestrians" and rectangular rapid flash beacon signs – RRFB's) should be used discriminately within a city so that the effectiveness of these treatments is not deteriorated by overuse. Although these treatments may be effective at individual locations, overuse of these treatments city-wide may lead to a decrease in their value as drivers can become desensitized to them.

National pedestrian safety research studies documented in the FHWA Report HRT-04-100, '*Safety Effects of Marked versus Unmarked Crosswalks at Uncontrolled Locations*', September, 2005 concluded that there is no significant effect on pedestrian crashes between marked versus unmarked crosswalks under the following conditions:

- Two-lane streets
- Multilane streets without raised medians and ADT's below 12,000 vpd
- Multilane streets with raised medians and ADT's below 15,000 vpd

The research report also concludes that crosswalks should not be marked on 2-lane roadways with ADT's greater than 9,000 vpd, or 4-lane roadways with average daily traffic (ADT's) greater than 12,000 vpd, unless other special treatments such as median refuge islands, curb extensions, overhead lighting, pedestrian activated signals or warning lights are provided along with a Traffic Engineering Study that concludes pedestrian safety will be improved by the special treatments.

For multilane streets with ADT's above these volumes, it can be expected that there will be a significant increase in pedestrian crashes on streets with marked crosswalks, compared to streets with unmarked crosswalks (after controlling for traffic ADT and pedestrian ADT). Table 1 provides initial guidance on whether an uncontrolled location might be a candidate for a marked crosswalk and/or whether additional geometric and/or traffic control improvements are needed.

Marked crosswalks may be installed on 4-lane streets without a raised median with a 35 mph or less posted speed limit and ADT's exceeding 15,000 vpd with the installation of a pedestrian signal such as a 'High-Intensity Activated Crosswalk' (HAWK) beacon' or 'Rectangular Rapid Flashing Beacon' (RRFB's) as shown on Table 1. The installation of HAWK beacons should satisfy the *MUTCD* Warrant requirements. Figure 1 provides a Crosswalk Request and Enhancement Process Flow Chart based on the information in Table 1 and the crosswalk location principles described above.

Table 1: Guidelines for Installing Marked Crosswalks and Other Needed Pedestrian Safety Improvements at Uncontrolled Locations*

Roadway Type (Number of Travel Lanes and Median Type)	Vehicle ADT < 9,000			Vehicle ADT >9,000-12,000			Vehicle ADT >12,000-15,000			Vehicle ADT >15,000		
	Speed Limit (mph)**											
	<30	35	40	< 30	35	40	< 30	35	40	<30	35	40
Two lanes	C	C	P	C	C	P	C	C	N	C	P	N
Three lanes	C	C	P	C	P	P	P	P	N	P	N	N
Multilane (4 of more lanes) with raised median***	C	C	P	C	P	N	P	P	N	N	N	N
Multilane (4 or more lanes) without raised median	C	P	N	P	P	N	N	N	N	N	N	N

These guidelines include intersection and midblock locations with no traffic signals or stop signs on the approach to the crossing. They do not apply to school crossings. A two-way center turn lane is not considered as a median. Crosswalks should not be installed at locations that could present an increased safety risk to pedestrians, such as where there is poor sight distance, complex or confusing designs, a substantial volume of heavy trucks, or other dangers, without first providing adequate design features and/or traffic control devices. Adding crosswalks alone will not make crossing safer, nor will they necessarily result in more vehicles stopping for pedestrians. Whether marked crosswalks are installed, it is important to consider other pedestrian facility enhancements (e.g., raised crosswalks, traffic signal, roadway narrowing, enhanced overhead lighting, traffic taming measures, curb extensions), as needed to improve the safety of the crossing. These are general recommendations, good engineering judgement should be used in individual cases for deciding where to install crosswalks.

** Where the speed limit exceeds 40 mph marked crosswalks alone should not be used at unsignalized locations.

The Legend for Table 1 is as follows:

C = Candidate sites for marked crosswalks. Marked crosswalks must be installed safely and selectively. Before installing new marked crosswalks, an engineering study is needed to determine whether the location is suitable for a marked crosswalk. For an engineering study, a site review may be sufficient at some locations, while a more in-depth study of pedestrian volume, vehicle speed, sight distance, vehicle mix, etc. may be needed at other sites. It is recommended that a minimum of 20 pedestrian crossings per hour (or 15 elderly and/or child pedestrians) exist at a location before placing a high priority on the installation of a marked crosswalk.

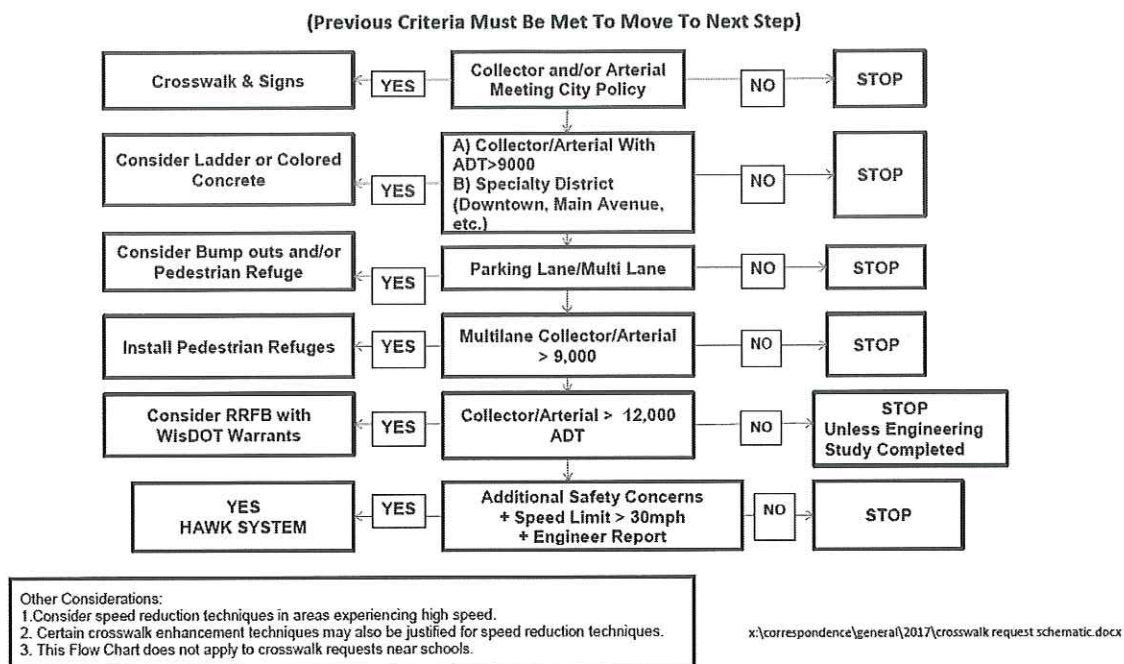
P = Possible increase in pedestrian crash risk may occur if crosswalks are added without other pedestrian facility enhancements. These locations should be closely monitored and enhanced with other pedestrian crossing improvement measures, if necessary, before adding a marked crosswalk.

N = Marked crosswalks alone are not sufficient, since crash risk may be increased due to providing a marked crosswalk alone. Consider using other treatments, such as traffic taming treatments, traffic signals with pedestrians signals where warranted, or other substantial crossing improvements to improve crossing safety for pedestrians.

*** The raised median or crossing island must be at least 4 feet wide and 6 feet long to adequately serve as a refuge area for pedestrians in accordance with MUTCD and American Association of State Highway and Transportation Officials (AASHTO) guidelines.

Source: *Guidance for Installation of Pedestrian Crosswalks on Minnesota State Highways*, October, 2005

Figure 1: Crosswalk Request and Enhancement Process Flow Chart



Traffic Engineering Studies

A traffic engineering study is required to determine if the guidelines in this Policy and *MUTCD* warrants are satisfied for the installation of a marked crosswalk at a particular location. The components of a Traffic Engineering Study will vary by location, but typically should include consideration of:

- Speed and volume on the street involved
- Pedestrian volume, age and level of mobility
- Location of pedestrian origins and destinations and crossing patterns
- Existing sidewalk network and sidewalk ramps
- Adequacy of sight distances and absence of sight obstructions
- Street characteristics including grade, curvature, pavement markings, pavement widths, number of vehicle and bicycle lanes
- Location of adjacent driveways
- On-street parking
- Street lighting
- Location of drainage structures
- Distance to nearest marked crossing
- Traffic signal progression
- Potential for rear-end crashes

Crosswalk Markings at Unsignalized Intersections

Pedestrian crosswalks should not be installed at street intersections that are not controlled by a traffic signal, a STOP sign or a YIELD sign unless all of the following criteria are met:

- The speed limit is 40 mph or less; and
- There are 20 or more pedestrians using the crossing per hour during the peak morning and evening traffic time periods (lower volumes may be considered if a large percentage of the pedestrians consist of young, elderly or disabled pedestrians; or 15 or more pedestrians per hour during multiple hours throughout the day; and
- The two-way traffic ADT for the street exceeds 4,000 vpd; and
- A sidewalk or adequate shoulder is provided for use by pedestrians on both sides of the street approach; and
- There is not another crosswalk across the same roadway within 400 feet of the intersection; and
- Adequate stopping sight distance (equal to or exceeding that for the posted speed) is available in both directions as determined in accordance with guidance contained in the American Association of State Highway and Transportation Officials (AASHTO) '*Policy on the Design of Highways and Streets*'.

Additional design treatments such as crosswalk signing, pedestrian median refuge islands, advance stop bars, HAWK beacons or RRFB's should be considered for crosswalks on streets with four or more moving traffic lanes. The installation of HAWK or RRFB's should satisfy the following criteria.

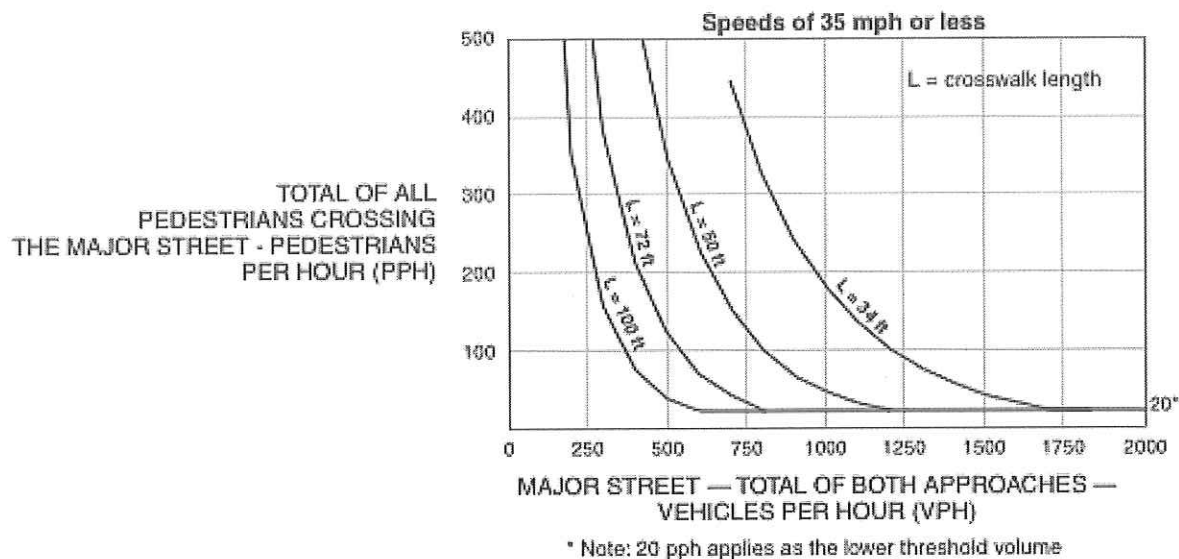
HAWK beacons can be evaluated for marked crosswalk locations with significant pedestrian demand that satisfy the *Manual on Uniform Traffic Control Devices (MUTCD)* traffic speed and volume warrants. In general, they should be used if:

- 1) There are an insufficient number of gaps in traffic to permit pedestrians to cross;
- 2) Vehicle speeds on the major street are too high to permit pedestrians to cross safely; or
- 3) Pedestrian delay is excessive.

Bus stop and school crossings are frequently good locations to consider HAWK beacons.

Figure 2 from the *MUTCD* identifies threshold criteria for the installation of HAWK beacons, shown with curves, for various crosswalk lengths based on the number of pedestrians and traffic volume for streets with traffic speeds of 35 mph or less. If pedestrian and traffic volumes exceed the threshold curve criteria, a HAWK beacon may be considered.

Figure 2: MUTCD Recommended Traffic Thresholds for HAWK Beacon Consideration



The WisDOT *Traffic Guidelines Manual*, Section 4-5-2 indicates that RRFB's may be considered based if the following conditions exist:

- Location is an uncontrolled pedestrian crossing.
 - Minimum volume* thresholds should be met:
 - 20 or more pedestrians during a single hour (any four consecutive 15-minute time periods) of an average day, or
 - 18 or more pedestrians during each of any two hours of an average day, or
 - 15 or more pedestrians during each of any three hours of an average day.
- *Young (<12), elderly (>85) and disabled pedestrians count 2X toward volume thresholds. Additionally, seasonal day volumes can be used in place of average day volumes if the crossing is a known tourist area.
- A minimum vehicle volume of 1,500 vehicles per day.
 - Maximum of four lanes crossed, unless there is a raised median, in which case it can be five lanes.
 - There exists a minimum of 300 feet between the subject crossing and the nearest controlled pedestrian crossing or intersection traffic control device on the state trunk highway system. Consideration should be given to extending this distance beyond 300 feet if the proposed crosswalk location falls within an auxiliary turn lane for the nearby intersection or if the standing queue from the intersection extends over the proposed crosswalk location.
 - The approach speed is posted at 40 mph or less.
 - Adequate stopping sight distance exists based on FDM 11-10-5 or greater than 8 times the posted speed limit.

Crosswalk Markings at Controlled Intersections

Unless a pedestrian crossing is prohibited, marked crosswalks should be provided at all intersection approaches controlled by traffic signals. Intersection approaches controlled by STOP signs can be recommended for marked crosswalks if any of the following conditions apply:

- Crosswalk is located in a school area; or
- Elderly or disabled pedestrian volumes of 20 or more per hour are expected during the peak hour of pedestrian demand; or
- Pedestrian volumes of 60 or more are expected during the peak hour of pedestrian demand and traffic volumes of 6,000 vpd are expected to cross over the crosswalk; or
- Safety or efficiency reasons dictate directing pedestrians to a particular leg of an intersection; or STOP sign approach on a major or minor arterial street.

Crosswalk Markings at Mid-Block Locations

Mid-block crosswalks should only be installed if marked and established by a Traffic Engineering Study and approved by City Council action. Midblock crossings should only be installed at locations where pedestrians would be expected to need to cross the street. Because mid-block pedestrian activity is not expected by drivers, additional safety measures including signage, parking restrictions and HAWK beacons or RRFB's should be installed. Other pedestrian safety measures can include curb bulbouts. Mid-block crosswalks should only be installed if the following conditions exist:

- Mid-block crosswalks should be considered only if there is sufficient demand according to the following criteria:
 - Pedestrian volumes exceed 40 or more during the peak hour of pedestrian demand; or
 - Significant pedestrian trip generators (such as schools, parks or commercial buildings) are on both sides of the street between controlled intersections.
- The location is more than 300 feet from a controlled intersection;
- Adequate stopping sight distance exists between approaching motorists and pedestrians starting to cross the proposed crosswalk;
- The crosswalk location has adequate street lighting; and
- Safety considerations attributed to roadway configuration, traffic volumes or speeds do not preclude establishing a crosswalk.

Removal of Crosswalk Markings

These guidelines should not be used to justify removal of existing crosswalk markings. In most circumstances, additional safety measures should be considered prior to removal of crosswalk markings.

In general, removal of existing crosswalks should be avoided. In exceptional cases, closing a crosswalk or keeping a crosswalk closed may be justified even if a crosswalk meets the criteria outlined elsewhere in this Policy.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Public Works

FROM: Angela Zills

SUBJECT: Resolution #18-55 Approving Compliance Maintenance Annual Report for Wastewater Collection System.

The Engineering Department has completed the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system. The CMAR is required by the Wisconsin Department of Natural Resources. The report scores the City wastewater collection system based on Financial Management and the Collection System.

Included with this memo are the results of the CMAR. The City received a grade A on the Financial Management and A on the Collection System.

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

This item was approved 4-0 at the Board of Public Works Meeting on June 11.

ATTACHMENTS:

- Reso18-55 (DOCX)
- 2017 Compliance Maintenance Report (PDF)

RESOLUTION #18-55

APPROVING COMPLIANCE MAINTENANCE ANNUAL REPORT
FOR WASTEWATER COLLECTION SYSTEM

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

WHEREAS, the Board of Public Works has reviewed the attached Compliance Maintenance Annual Report for the reporting year 2017 and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Compliance Maintenance Annual Report

1.11.b

De Pere, City

Last Updated: Reporting For:
5/31/2018 2017

Financial Management

1. Provider of Financial Information Name: Joe Zegers Telephone: (920) 339-4041 (XXX) XXX-XXXX E-Mail Address (optional): jzegers@mail.de-pere.org													
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ○ No (40 points) If No, please explain: 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2017 ● 0-2 years ago (0 points) ○ 3 or more years ago (20 points) ○ N/A (private facility) 2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)	0												
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]													
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2017 ● 1-2 years ago (0 points) ○ 3 or more years ago (20 points) ○ N/A If N/A, please explain: 3.2 Equipment Replacement Fund Activity <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 30%; border: 1px solid black; text-align: right; padding: 2px;">150,000.00</td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right; padding: 2px;">0.00</td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right; padding: 2px;">150,000.00</td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right; padding: 2px;">0.00</td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	150,000.00	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	0.00	3.2.3 Adjusted January 1st Beginning Balance	\$	150,000.00	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	0.00	
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	150,000.00											
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	0.00											
3.2.3 Adjusted January 1st Beginning Balance	\$	150,000.00											
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	\$	0.00											

Attachment: 2017 Compliance Maintenance Report (7055 : Resolution #18-55 Approving CMAR For Wastewater Collection System)

Compliance Maintenance Annual Report

1.11.b

De Pere, City

Last Updated: Reporting For:
5/31/2018 2017

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 150,000.00

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 150,000.00

0

Please note: If you had a CWWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

☒ Yes

☐ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

☒ Yes - If Yes, please provide major project information, if not already listed below.

☐ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Sewer Lining	266000	2018
2	Sewer and Manhole Repair	200000	2018
3	Sewer Relay	125000	2018
4	Sewer Relay for Street Reconstruction	50000	2018
5	Sewer Lining	266000	2019
6	Sewer and Manhole Repair	200000	2019
7	Manhole Rehabilitation	100000	2018
8	Manhole Rehabilitation	100000	2019
9	Sewer Lining	266000	2020
10	Sewer and Manhole Repair	200000	2020

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 0

Compliance Maintenance Annual Report

1.11.b

De Pere, City

Last Updated: Reporting For:
5/31/2018 2017

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	0	
February	0	
March	0	
April	0	
May	0	
June	0	
July	0	
August	0	
September	0	
October	0	
November	0	
December	0	
Total	0	0
Average	0	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☐ SCADA System
- ☐ Self-Priming Pumps
- ☐ Submersible Pumps
- ☐ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

By Whom:

Describe and Comment:

Attachment: 2017 Compliance Maintenance Report (7055 : Resolution #18-55 Approving CMAR For Wastewater Collection System)

Compliance Maintenance Annual Report

De Pere, City

Last Updated: Reporting For:
5/31/2018 2017

6.4 Future Energy Related Equipment 6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations? The City of De Pere does not have any lift stations at this time.	
---	--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

1.11.b

De Pere, City

Last Updated: Reporting For:
5/31/2018 2017

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Continue to rehabilitate sewers in areas of street improvements. Continue to identify sewer in easements, alleys, and street resurfacing areas for lining.

Did you accomplish them?

- ☒ Yes
- ☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 12/18/2007

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
 - ☒ New sewer and building sewer design, construction, installation, testing and inspection
 - ☒ Rehabilitated sewer and lift station installation, testing and inspection
 - ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
 - ☒ Fat, oil and grease control
 - ☒ Enforcement procedures for sewer use non-compliance
 - ☒ Operation and Maintenance [NR 210.23 (4) (d)]
- Does your operation and maintenance program and equipment include the following:
- ☒ Equipment and replacement part inventories
 - ☒ Up-to-date sewer system map

Attachment: 2017 Compliance Maintenance Report (7055 : Resolution #18-55 Approving CMAR For Wastewater Collection System)

Compliance Maintenance Annual Report

1.11.b

De Pere, City

Last Updated: Reporting For:

5/31/2018

2017

- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☒ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	20	% of system/year
Root removal	20	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	20	% of system/year
Manhole inspections	20	% of system/year
Lift station O&M	0	# per L.S./year
Manhole rehabilitation	2	% of manholes rehabbed
Mainline rehabilitation	2	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

Attachment: 2017 Compliance Maintenance Report (7055 : Resolution #18-55 Approving CMAR For Wastewater Collection System)

Compliance Maintenance Annual Report

1.11.b

De Pere, City

Last Updated: Reporting For:
5/31/2018 2017

Private sewer I/I
removal

% of private services

River or water
crossings

% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

31.86	Total actual amount of precipitation last year in inches
28.9	Annual average precipitation (for your location)
106.7	Miles of sanitary sewer
0	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
22	Number of complaints
3.51	Average daily flow in MGD (if available)
4.49	Peak monthly flow in MGD (if available)
5.77	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.21	Complaints (number/sewer mile)
1.3	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
1.6	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☒ Yes
- ☐ No

If Yes, please describe:

The City experiences high flows in some of the older areas.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ☐ Yes

Attachment: 2017 Compliance Maintenance Report (7055 : Resolution #18-55 Approving CMAR For Wastewater Collection System)

Compliance Maintenance Annual Report

1.11.b

De Pere, City

Last Updated: Reporting For:
5/31/2018 2017

● No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

No changes

5.4 What is being done to address infiltration/inflow in your collection system?

The City continues to rehabilitate the system through relay and lining of sewer main and relaying sewer laterals in the right of way.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Attachment: 2017 Compliance Maintenance Report (7055 : Resolution #18-55 Approving CMAR For Wastewater Collection System)

Compliance Maintenance Annual Report

1.11.b

De Pere, City

Last Updated: Reporting For:
5/31/2018 2017

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Attachment: 2017 Compliance Maintenance Report (7055 : Resolution #18-55 Approving CMAR For Wastewater Collection System)

Compliance Maintenance Annual Report

1.11.b

De Pere, City

Last Updated: Reporting For:
5/31/2018 2017

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of De Pere

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR
SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL
GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

Attachment: 2017 Compliance Maintenance Report (7055 : Resolution #18-55 Approving CMAR For Wastewater Collection System)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE:	June 19, 2018
DEPARTMENT:	Administrative Services
FROM:	Kevin Clark
SUBJECT:	Resolution #18-56 Authorizing Agreement Between the City of De Pere and the Central Brown County Water Authority (Videographic History).

The Finance and Personnel Committee voted 4-0 to approve the agreement.

City staff has been working with the CBCWA to create a documentary memorializing the history, formation, and first 10 years of the Authority. The agreement was drafted to protect each party's intellectual property and describe how the documentary may be used.

ATTACHMENTS:

- Reso18-56 (DOCX)
- Exhibit A - CBCWA Videography Agreement (DOCX)

RESOLUTION #18-56

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE, INC.
AND THE CENTRAL BROWN COUNTY WATER AUTHORITY
(Videographic History)

WHEREAS, the City and the Central Brown County Water Authority (“CBCWA”) share a general interest in providing historical information regarding CBCWA and promoting knowledge of the essential services provided by CBCWA; and

WHEREAS, City and CBCWA both have individually-created works of art in the form of photography and videography, which are being utilized to create promotional videos; and

WHEREAS, the Parties desire to enter into an Agreement to protect each entity’s rights, title and interest in the intellectual property in its photographic and video works; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and the Clerk-Treasurer are authorized and directed to execute the Agreement Between the City of De Pere and the Brown County Water Authority, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-56 (7073 : Reso #18-56 Authorizing Agreement with CBCWA (Videographic History).)

**AGREEMENT BETWEEN THE CITY OF DE PERE
AND THE CENTRAL BROWN COUNTY WATER AUTHORITY
(Videographic History)**

THIS AGREEMENT is entered into this _____ day of _____, 2018, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and the Central Brown County Water Authority, a joint public water authority created and existing under Wis. Stats. §66.0823 (“CBCWA”), collectively referred to as “the Parties”.

WHEREAS, the Parties share general interest in wishing to provide historical information regarding the CBCWA and specific interest in promoting knowledge of the essential services provided by the CBCWA; and

WHEREAS, the City and CBCWA have individually created new works of art in the form of photography and videography, which are more specifically described below; and

WHEREAS, the Parties wish to memorialize their desire to inform the public about the CBCWA and promote its vital public services by creating and using video promotional tools created for that purpose.

NOW THEREFORE, upon the promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. CITY PHOTOGRAPHIC AND VIDEO INTELLECTUAL PROPERTY

A. The City owns all rights, title and interest in the intellectual property, including copyright (common and statutory), patent and trademark, in the following described original photographic and video works, hereinafter “City Video Works:”

1. Video clip described as filling water glass, recorded spring 2018
2. Sarah Burdette interview clips, recorded fall 2017
3. Joe Linssen interview clips, recorded fall 2017
4. Rob Cowles interview clips, recorded fall 2017
5. Dave Vaclavik interview clips, recorded fall 2017
6. Larry Delo interview clips, recorded fall 2017
7. Ron Umentum interview clips, recorded fall 2017
8. Mike Walsh interview clips, recorded fall 2017
9. Cameron McCain interview clips, recorded fall 2017
10. Video clip described as MPU Building-Exterior, recorded winter 2018
11. Video clip described as MPU Water Treatment Plant-Exterior, recorded winter 2018

Central Brown County Water Authority
Videography Agreement

12. Video clip described as Micro-filtration plants on Lake Michigan, recorded winter 2018
13. Video clip described as MPU interior large pipes1, recorded winter 2018
14. Video clip described as MPU interior filtration1, recorded winter 2018
15. Video clip described as MPU interior filtration2, recorded winter 2018
16. Graphic image described as MPU micro-filtration plant-still image, recorded winter 2018
17. Video clip described as Water storage tank-tilt, recorded fall 2017
18. Video clip described as Water tanks and water tower, recorded fall 2017
19. Video clip described as Construction–water storage tanks-pan, recorded fall 2017
20. Video clip described as Ledgeview storage tanks-internal pipes1, recorded fall 2017
21. Video clip described as SCADA map of Brown County with values, recorded winter 2018
22. Video clip described as Water filtration compartments–pan, recorded winter 2018
23. Video clip described as Water filtration plant-interior pumps2, recorded winter 2018
24. Video clip described as MPU interior large pipes2, recorded winter 2018
25. Video clip described as Ledgeview storage tanks-internal pipes2, recorded fall 2017
26. Video clip described as Water filtration plant-interior pumps2, recorded winter 2018

B. Regarding CBCWA:

1. The City hereby grants permission to CBCWA to utilize the City Video Works for purposes of informing the public about the CBCWA and promote its vital public services, provided that the photos and/or videos are not modified in any form or fashion, and provided that CBCWA does not receive any form of revenue, payment, compensation, fee or cost-sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness for such use. No other use of the City Video Works is authorized hereunder.
2. The City Video Works and any copies thereof, in whole or in part, and all copyright and any other proprietary rights, including moral rights, are and will remain the sole property of the City, regardless of the use made of the same and in any format and are protected by United States copyright laws and trademark laws and international provisions.
3. CBCWA agrees and acknowledges that this permission confers no title of ownership and no right to rent, loan, license, sublicense, market, or sell the City Video Works or copies thereof, in whole or in part.

4. The City reserves the right to withdraw the permission granted hereunder. Such withdrawal to use photographic or video images shall be communicated in writing to the Parties as provided herein and may request any party to discontinue use of images.
5. City shall indemnify and save harmless CBCWA, its officers, officials, employees and agents from any and all claims of copyright, trademark infringement, or other action purporting to claim ownership of any interest in the City Video Works.

II. CBCWA PHOTOGRAPHIC AND VIDEO INTELLECTUAL PROPERTY

A. CBCWA owns all rights, title and interest in the intellectual property, including copyright (common and statutory), patent and trademark, in the following described original photographic and video work, hereinafter “CBCWA Video Works:”

1. Graphic image described as CBCWA logo
2. Graphic image described as CBCWA Membership Map
3. Graphic image described as Manitowoc Water Tower
4. Graphic image described as Manitowoc Public Utilities building
5. Graphic image described as Deal signing
6. Graphic image described as CBCWA Pipeline Map
7. Graphic image described as Construction – Pipe1
8. Graphic image described as Construction – Tunnel1
9. Graphic image described as Construction – Tunnel 2
10. Graphic image described as Construction – Micro-filtration plant
11. Graphic image described as Construction – Pipeline
12. Graphic image described as Construction – Rock Trencher
13. Graphic image described as Construction – Digging through road
14. Graphic image described as Construction – Cutting pipe
15. Graphic image described as Construction – Rock carts
16. Graphic image described as Construction workers
17. Graphic image described as Construction completed
18. Graphic image described as Construction – water storage tanks1
19. Graphic image described as Construction – water storage tanks2
20. Graphic image described as Construction – water storage tanks3
21. Graphic image described as Map of Brown County – pipeline
22. Graphic image described as Water Now and into the Future banner
23. Graphic image described as Simonson, Burdette, and Umentum

B. Regarding City:

1. CBCWA hereby grants permission to City to utilize the CBCWA Video Works for purposes of informing the public about the CBCWA and promote its vital public services, provided that City does not receive any form of revenue, payment, compensation, fee or cost-sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness for such use. No other use of the CBCWA Video Works is authorized hereunder, except for such modifications as are necessary for City's production of the compilation of City and CBCWA video clips as provided in paragraph I.A.19.
2. The CBCWA Video Works and any copies thereof, in whole or in part, and all copyright and any other proprietary rights, including moral rights, are and will remain the sole property of the CBCWA, regardless of the use made of the same and in any format and are protected by United States copyright laws and trademark laws and international provisions.
3. City agrees and acknowledges that this permission confers no title of ownership and no right to rent, loan, license, sublicense, market, or sell the CBCWA Video Works or copies thereof, in whole or in part.
4. CBCWA reserves the right to withdraw the permission granted hereunder. Such withdrawal to use photographic or video images shall be communicated in writing to the Parties as provided herein and may request any party to discontinue use of images.
5. CBCWA shall indemnify and save harmless City, its officers, officials, employees and agents from any and all claims of copyright, trademark infringement, or other action purporting to claim ownership of any interest in the CBCWA Video Works.

III. GENERAL PROVISIONS

- A. The parties may, from time to time, determine it necessary to revise the City Video Works (§I.A) and/or the CBCWA Video Works (§II.A), as they collectively agree upon in writing, such writing to be appended to this Agreement as subsequent exhibit(s) hereto.
- B. All notices permitted or required hereunder shall be sent, via first class mail, adequate postage prepaid, to the following:

Central Brown County Water Authority
Videography Agreement
Page 4 of 6

1. To the City: City of De Pere
Attn: Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115
2. To CBCWA: Central Brown County Water Authority
Attn: Manager
3100 Eaton Road
Bellevue, WI 54311

- C. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Wisconsin, without regard to conflicts of law principles.
- D. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- E. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- F. Headings. The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- G. Entire Agreement. This Agreement constitutes the entire agreement among and between the Parties, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date and year first written above.

Central Brown County Water Authority
Videography Agreement
Page 5 of 6

CENTRAL BROWN COUNTY WATER AUTHORITY

By:

 Print Name:
 Title:

 Print Name:
 Title:

STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

Personally came before me this _____
 day of _____, 2018, the above
 named _____ and
 _____,
 known as the person(s) who executed the
 foregoing instrument and acknowledge the same.

 Notary Public:
 My Commission expires: _____

CITY OF DE PERE

By:

 Michael J. Walsh, Mayor

 Shana D. Ledvina, City Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

Personally came before me this _____
 day of _____, 2018, the above
 named Michael J. Walsh, Mayor and
 Shana D. Ledvina, City Clerk-Treasurer, known as the
 the persons who executed the foregoing instrument
 and acknowledge the same.

 Notary Public:
 My Commission expires: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-57 Authorizing Application for Delegated Municipal Authority for Commercial Building Plan Review and Inspection Authority and Setting Fees Therefore.

At their meeting on June 12, 2018, the Finance and Personnel Committee voted 4-0 to recommend approval of the request to apply for Commercial Plan Review Delegation and the proposed fee schedule.

ATTACHMENTS:

- Reso18-57 (DOCX)
- Exhibit A-Commercial Building Plan Review and Inspection Authority (PDF)
- FP Comm Permit Delegation Memo (DOCX)
- DELEGATION_APP (PDF)
- PLAN REVIEW FEES (PDF)

RESOLUTION #18-57

AUTHORIZING APPLICATION FOR DELGATED MUNICIPAL AUTHORITY
FOR COMMERCIAL BUILDING PLAN REVIEW
AND INSPECTION AUTHORITYAND SETTING FEES THEREFORE

WHEREAS, the State of Wisconsin Department of Safety and Professional Services (DSPS) has customarily performed commercial site plan and inspections for most cities, villages and towns in the state; and

WHEREAS, DSPS has begun encouraging communities with credentialed staff to apply for delegation of authority from the state to perform those services; and

WHEREAS, staffing shortages at DSPS have resulted in serious backlog in its site plan review process, resulting in delay for local development projects and causing some project owners to choose to start their projects prior to plan approval and suffer additional processing fees in order to get the project moving; and

WHEREAS, City's Development Services Department has credentialed staff capable of performing commercial building site plan review for projects up to 50,000 cu. ft. and conducting inspections of all commercial buildings in the City according to the same fee schedule as DSPS; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Senior Building Inspector to make application to DSPS for state delegation of authority to the City to perform the site plan review and inspection services described above.

BE IT FURTHER RESOLVED THAT:

Resolution #18-57
Page 2 of 2

The Common Council establishes and imposes the fees set forth in Exhibit A, attached and incorporated by reference, for such site plan review and inspection services.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

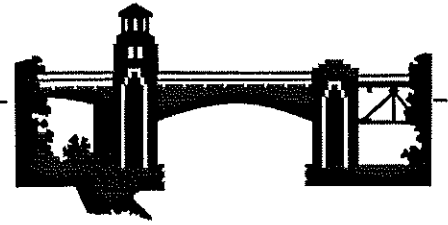
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

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



City of De Pere Commercial Building Plan Review Fees

Building, HVAC and Alteration plans. Fees relating to the submittal of all new building and additions thereto, HVAC, and alterations to existing buildings shall be calculated on the basis of the total gross floor area for each building, area of addition or area of alteration shall be determined to the table below.

Area (square Feet)	Building Plans	HVAC Plans	Alteration Plans
Less than 2,000	\$ 250.00	\$150.00	\$200.00
2,001 – 5,000	\$ 350.00	\$200.00	\$ 250.00
5,001 - 10,000	\$ 500.00	\$ 300.00	\$400.00
10,001 -20,000	\$ 700.00	\$ 400.00	\$ 600.00
20,001 – 30,000	\$ 1,100.00	\$ 500.00	\$ 1,000.00
30,001 – 40,000	\$ 1,400.00	\$ 800.00	\$ 1,3000.00
40,001 -50,000	\$1,900.00	\$ 1,100.00	\$ 1,800.00
50,001 – 60,000	\$2,600.00	\$ 1,400.00	\$ 2,4000.00
60,001 -100,000	\$ 3, 300.00	\$ 2,000.00	\$ 3,000.00

City of De Pere MEMORANDUM



To: Finance/Personnel Committee
 From: Kimberly Flom, Development Services Director
 Date: June 12, 2018

RE: **Request to authorize application for Commercial Permit Review authority and corresponding fee structure.**

Request Summary

The City of De Pere currently reviews a wide variety of permit applications for work on one and two-family homes. All commercial plan review, however, is administered by the State via the Department of Safety and Professional Services (DSPS).

Current Commercial Plan Review Process

- Applicant submits plan set and fees to the State for review.
- State plan reviewers issue comments and applicant submits revised plans
- State approves plans set and sends authorization to the City
- City ensures all site plan or project related conditions are satisfied
- City issues building permit and conducts corresponding inspections

Generally, the State performs commercial plan review for most cities, villages and towns. Typically only first and second class cities conduct City Staff lead plan review. But, recently, there has been an effort by the Department of Safety and Professional Services to encourage communities that have credentialed inspectors to apply for delegation of commercial plan review.

In the past year, in particular, the State has been very busy with plan review, causing delays. Today, an applicant submitting a plan set can expect to see a 6-8 week hold before DSPS opens their drawings to begin the review. While large construction projects are often able to build into their schedule, it causes complications for the small renovation and remodeling projects. Several building owners and contractors choose to begin work without a permit and knowingly incur the double fees or other financial penalty to keep a project on schedule rather than waiting for the State to review an application.

We propose that the City of De Pere apply for commercial plan review delegation in order to improve the efficiency of the development process, but also to ensure that more commercial building projects are code compliant from the beginning.

The following must be submitted to the State in order to be considered for commercial plan review delegation.

- Completed application (attached for review)
- Adoption of Wisconsin State Code applicable chapters (already included in Chapter 54 of our Municipal Ordinance).
- Authorization of Municipal Code Official (Senior Building Inspector) to enforce
- Duty of owners to submit for permits (permit application)
- Fee Schedule (a draft fee schedule is attached for review and consideration. This fee schedule, will need to be approved by ordinance and exactly mimics the fees already charged by DSPS)
- Appeals process
- Fines and penalties

If approved, the State will issue a certificate that delegates authority to complete plan examination and building inspection.

Administering commercial plan and permit review will be a new function of the Development Services Department and we will monitor workload to ensure that the quality of other services does not decline. To aid with that, the City will have the ability to require applicants to submit to the State rather than to the City. In order to establish some early guidelines, we propose that the City review all projects where the 'area of work' is less than 50,000 cubic feet and that the State review all projects where the 'area of work' is over 50,000 cubic feet. If approved, the City will continue to work closely with the State on all related building projects.

Recommendation

Staff requests authorization to apply for Delegated Municipal Authority in order to do 1) plan review and inspections of small commercial buildings and 2) plan review of small commercial building projects and inspections of all size buildings.

Wisconsin Department of Safety and Professional Services
Division of Industry Services
1400 East Washington Avenue
PO Box 7302
Madison WI 53707-7302



Phone: 608-266-2112
Web: <http://dsps.wi.gov>
Email: dsps@wisconsin.gov

1/19/2017

Application for Delegated Municipality Authority

Complete this application to request agent municipality delegation authority from the State of Wisconsin Department of Safety & Professional Services, Division of Industry Services based on the request described below. See the attached list of delegated municipality general obligations. Complete a separate application for each delegation request.

Select All Delegation you are Requesting:

Commercial Building

- ☒ 1. (Base Delegation) As a municipality (city, village, town or county) per s. SPS 361.60(5)(c) to do **plan review and inspections** of **small commercial buildings**.
- ☒ 2. As a municipality (city, village, town or county) per s. SPS 361.60(5)(c) to do **plan review** of **small commercial building projects** **and** authorization per s. 101.12(3)(g), Wis Stats., to do **inspections** of **all size buildings** in lieu of the department.
- ☐ 3. Per s. 101.12(3)(g), Wis Stats., to do **inspections only** of **all size buildings** within the municipality in lieu of the department.
- ☐ 4. As a **second class city** per s. SPS 361.60(5)(b) to do **plan review and inspections** for all the types of buildings and structures.
- ☐ 5. As an **appointed agent** per s. SPS 361.61 whereby a municipality (city, village, town or county) may request desired administrative responsibilities (e.g., fire sprinkler & fire alarm plan review only, or other expanded plan review beyond the limits outlined in options #1 & #2).
- If appointed agent status is requested, fill in the desired enforcement responsibilities:**

Fire Suppression/Fire Alarm Systems

- ☐ 1. Fire sprinkler and fire alarm plan review delegation for all types of buildings and structures.
- ☐ 2. Fire sprinkler and fire alarm inspection delegation for all types of buildings and structures.

Plumbing

- ☐ 1. Plan review and inspection of all plumbing projects in accordance with SPS 382.20 and Table 382.20-2.

Private On-Site Wastewater Treatment System (POWTS)

- ☐ 1. Plan review for POWTS that will completely utilize approved component manuals and products (check all that apply):
- ☐ Commercial ☐ Residential
- ☐ At Grade for DWF up to: _____ gpd
- ☐ Non-Pressurized In-ground for DWF up to: _____ gpd
- ☐ Pressurized In-ground for DWF up to: _____ gpd
- ☐ Mound for DWF up to: _____ gpd
- ☐ Drip-line for DWF up to: _____ gpd
- ☐ 2. Plan review for POWTS holding tanks based on $\geq$ 3,000 gpd estimated flow utilizing approved component manuals and products

Elevator

- ☐ 1. SPS 318.1012 Conveyance plan review and inspections as delegated municipality. Periodic inspections require Regulated Object ID information.

Boiler

- ☐ 1. Inspections per SPS 341.10 and 341.16. Periodic inspections require Regulated Object ID information.

Other

- ☐ 1. _____
- _____
- _____
- _____

Primary Enforcement Contact:Your primary certified inspector/reviewer for such enforcement is Dennis T. JensenCredential # 268287Phone: 920-339-4053Email: djensen@mail.de-pere.org

Address (if different than municipality address below)

 Additional Enforcement Staff: Please complete for all other certified staff that will be involved.

Name	Credential#	Hours of Review or Inspection in the past 5 years

Large Building Plan Review Delegation: For delegation type 4, and type 5 if desiring plan review authority for all buildings, indicate who is your Wisconsin-registered architect or engineer with the commercial building inspector credential that will oversee commercial building enforcement.

 Architect or Engineer Reg.# **Required Submittals with this Application:**

- Attach your proposed or current ordinance showing: 1) adoption of the Wisconsin State Code applicable chapters, 2) authorization of municipal code official to enforce, 3) duty of owners to submit for permits, 4) fee schedule or reference to fees to be set by resolution 5) appeals process and 6) fines and penalties. Contact us for a model ordinance if desired.
- Additional information may be requested to complete delegation application review.

Note: Fees per s. SPS 302 are required to be remitted to our agency for projects depending upon delegation authorized.

I understand the applicable responsibilities and expectations for the type of delegation we are requesting and that they are municipal responsibilities, regardless of how we provide staffing for our enforcement program. I also understand that I will notify the DSPS of changes in enforcement staff and will adhere to reporting requirements of the specified program. Further, I understand the Department of Safety and Professional Services authority to audit and revoke delegation for failure to perform required duties.

Dennis T. Jensen Senior Building Inspector
Signature of Authorized Municipal Official Title Date

Name (printed)
Municipality
Address
City, Zip Code

Return to:

Division of Industry Services

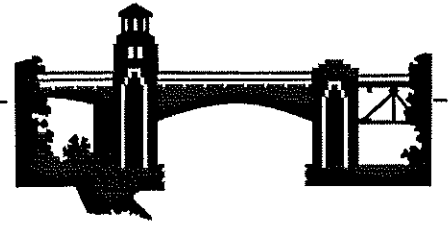
Division Administrator

PO Box 7302

Madison, WI 53707-7302

CITY OF DE PERE

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



City of De Pere Commercial Building Plan Review Fees

Building, HVAC and Alteration plans. Fees relating to the submittal of all new building and additions thereto, HVAC, and alterations to existing buildings shall be calculated on the basis of the total gross floor area for each building, area of addition or area of alteration shall be determined to the table below.

Area (square Feet)	Building Plans	HVAC Plans	Alteration Plans
Less than 2,000	\$ 250.00	\$150.00	\$200.00
2,001 – 5,000	\$ 350.00	\$200.00	\$ 250.00
5,001 - 10,000	\$ 500.00	\$ 300.00	\$400.00
10,001 -20,000	\$ 700.00	\$ 400.00	\$ 600.00
20,001 – 30,000	\$ 1,100.00	\$ 500.00	\$ 1,000.00
30,001 – 40,000	\$ 1,400.00	\$ 800.00	\$ 1,3000.00
40,001 -50,000	\$1,900.00	\$ 1,100.00	\$ 1,800.00
50,001 – 60,000	\$2,600.00	\$ 1,400.00	\$ 2,4000.00
60,001 -100,000	\$ 3, 300.00	\$ 2,000.00	\$ 3,000.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #18-58 Authorizing Agreement for Consulting Services
Between the City of De Pere and Robert W. Baird & Co.
Incorporated (Creation of TID #14).

At their meeting on June 12, 2018, the Finance and Personnel Committee voted 4-0 to recommend approval of the request to hire Robert W. Baird and Co. to begin work on the creation of TID #14 and to authorize staff to work with Milwaukee View on the proposed redevelopment for 428 N. Superior Street (Irwin School).

ATTACHMENTS:

- Reso18-58 (DOCX)
- Exhibit 1-Consultant Agreement-Baird(Creation of TID #14)6-13-18-197-001-18 (PDF)
- Exhibit A-Baird Consultant Agreement (PDF)
- TID 14 and 428 Superior FP Report 6-2018 (PDF)
- MKEView Introduction 9.18.2016 (PDF)
- Irwin School Development (PDF)
- tif14 proforma1 (PDF)
- General Consulting Services Agreement-DePere 2018 - TIF 14 (PDF)

RESOLUTION #18-58

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT W. BAIRD & CO. INCORPORATED
(Creation of TID #14)

WHEREAS, the City is in need of development and consulting services for the creation of a tax increment financing district and project plan for redevelopment of Parcel No. ED-477 (428 North Superior Street); and

WHEREAS, Robert W. Baird & Co. Incorporated has available and offers to provide personnel and equipment necessary to accomplish such services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Robert W. Baird & Co. Incorporated, as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso18-58 (7062 : Reso #18-58 Authorizing Agreement with R.W. Baird & Co. Inc. (Creation of TID 14).)

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND ROBERT W. BAIRD & CO. INCORPORATED
(Creation of TID #14)**

THIS AGREEMENT made and entered into this ____ day of _____, 2018, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Robert W. Baird & Co. Incorporated (Baird), a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a public financial consulting company for potential creation of a new tax increment financing district and project plan for development of ED-477 (428 North Superior Street); and

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project entails consulting services for a proposed TID located in the area of Parcel No. ED-477 (428 North Superior Street). The terms of Consultant's Proposal dated April 20, 2018, for the development of said tax increment financing district, is attached hereto as Exhibit A and incorporated by reference. If a conflict exists between Exhibit A and the terms and conditions 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, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

The scope of services on this project shall include:

- Final TID boundary and type determination.
- Assist in discussion with potential developers/property owners.
- Assist in the evaluation of the type of TID District.
- Evaluate economic feasibility of various TID scenarios with cash flow analysis.
- Develop TID creation timeline.
- Draft and develop project plan (with exception of mapping).
- Meet with City staff to facilitate analysis/discussion of the TID plan.
- Meet with City staff, Committees and Boards as needed.

Any change to the scope of services as identified herein or those described in Exhibit A 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 agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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, 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 as required under Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their 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 within 10 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

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 for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
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 Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered.

The Consultant agrees that the policies referenced-above shall not be modified or canceled, except upon Consultant's provision of 30 days' prior written notice to the City.

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 gross 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, 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

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.

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.

XX. NOTICES

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

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

If to Consultant:

Robert W. Baird & Co. Incorporated
 Attn: Justin A. Fischer, Senior Vice President
 777 East Wisconsin Avenue
 Milwaukee, WI 53202

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

ROBERT W. BAIRD &
 CO. INCORPORATED

CITY OF DE PERE, WISCONSIN

By: _____
 Justin A. Fischer, Senior Vice President

By: _____
 Michael J. Walsh, Mayor

By: _____
 Name: _____

By: _____
 Shana D. Ledvina, Clerk-Treasurer

J:\Law\Agreements\2018\Baird Consultant Agreement (Creation of TID #14)6-13-18-197-001-18.docx

GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this “Agreement”) is entered as of this 20th day of April, 2018 by and between City of De Pere, Wisconsin (“Client”) and Robert W. Baird & Co. Incorporated (“Baird”).

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the development of a TIF district and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client’s decision to retain Baird to provide general consulting services and Client’s execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Assist in discussions with potential developers
- Assist in the evaluation of the type of TIF District
- Evaluate economic feasibility of various TIF District scenarios
- Develop TIF District #14 creation timeline
- Draft TIF District #14 project plan (with the exception of mapping)
- Meet with City staff (in person or electronically) to facilitate analysis/discussion of the TIF District #14 project plan
- Attend public meetings (in person or electronically) to present the TIF District #14 project plan
- Assist the City in compiling the necessary documents for submission to DOR.

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term “financial advisory services” means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird’s primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm’s-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fixed fee equal to \$6,750, payable within 10 business days upon completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

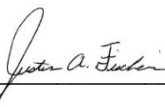
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of De Pere

Robert W. Baird & Co. Incorporated

By: _____

Ms. Kimberly Flom, Director of Economic Development and Planning

By:  _____

Mr. Justin A. Fischer, Senior Vice President

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: June 12, 2018

RE: **Proposal to create TID #14 in order to support proposed redevelopment of 428 N. Superior Street (Parcel ED-477), also known as the Irwin School.**

Milwaukee View, a development company, currently has a purchase contract for the former Irwin School located at 428 N. Superior Street. The building, constructed in 1924 and later renovated into offices in the late 1980's, has been vacant for 10+ years. The Irwin School is listed on both the state and national historic registers and is also part of the North Michigan Street/North Superior Street Historic District. The building was designed using the Collegiate Gothic architectural style.

Milwaukee View specializes in residential development, with a particular niche for adaptive reuse of historic buildings.



Property Location

Property History

In 1988, the Council rezoned the property to B2-PDD in order to accommodate the conversion of the school into multi-tenant office space. The building has been vacant for 10+ years.

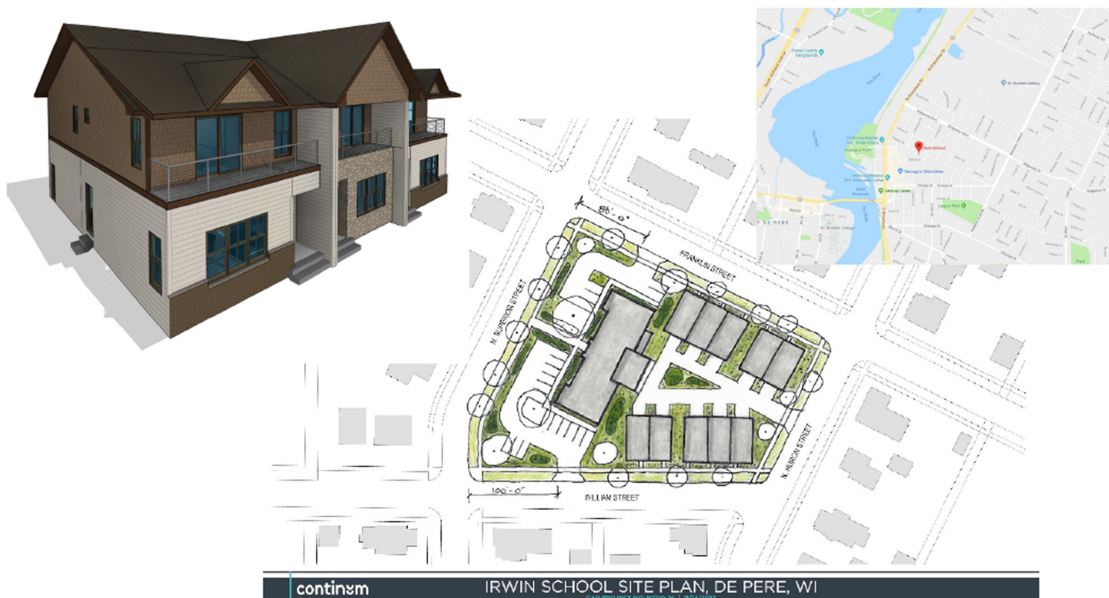
In 2015, Tadych Investment Partners proposed to rezone the site from B2-PDD to RD-PDD in order to develop 10 single-family homes. The Common Council approved the ordinance by a split vote, which then required a second reading. The request for rezoning was withdrawn prior to the second reading and the rezoning and project did not move forward.

Since then, many have developers reviewed the site for potential residential redevelopment options, but have not moved forward. Many noted cost consideration as a deterrent for renovating the building.

The property is located only a few blocks outside the Downtown core in an established, and historic, neighborhood. Residential infill on this area would likely be in high demand due to the proximity to amenities and the strength of the local school district. Increasing density in near-downtown neighborhoods is one way to bolster the vitality of Downtown De Pere. Preserving historic and high character buildings has been noted as a priority in many of the City's planning and guiding documents.

Redevelopment Proposal

Milwaukee View has the property under contract and proposes to renovate the Irwin School into 8-10 condominiums and utilizing the balance of the property in order to construct 10-12 new for-sale townhome buildings. More information about their company, and conceptual renderings, are attached for review.



Conceptual Imagery by Milwaukee View

Milwaukee View analyzed multiple development scenarios when researching the site, but none resulted in a positive cash flow without some level of City financial participation. Milwaukee View also explored Historic Tax Credits and HUD Financing, but neither was viable due to the small scale of the project. Because the site has been vacant for so long, the City is able to create blight TID District in order to offer financial assistance.

In order for the project to work, Milwaukee View requests a \$1.5M Tax Increment Financing (TIF) developers grant in order to cover the financial gap project for the project. Baird provided the attached cash flow proforma that estimates that a \$1.5M bonded developer grant incentive could be recovered by 2040.

To move this project forward, we request that staff be authorized to begin the creation of TID #14 and enter into concurrent negotiations with Milwaukee View for the redevelopment of the Irwin School property.



Proposed TID #14 Boundary

Project Considerations

- The site has been vacant and for sale for 10+ years. Although the school is both historically significant and structurally viable, significant expense is needed to convert the building into viable residential units.
- Other traditional financing mechanisms used for adaptive reuse projects, like historic tax credits or HUD financing, do not work on this site due to the small scale of the project.
- The City generally reviews incentive packages as a percentage of the proposed net assessed value. The developer proposes an assessed value of \$4.5M to \$5M (assessed value of existing site = \$574,200). A \$1.5M developer's grant represents 33% to 38% of the net assessed value. Previously approved incentive offers generally fall within 10% to 15% in the industrial parks and 20% to 30% in the downtown.
- While the requested developer incentive is higher than typically reviewed, it would be paired with the creation of a new blight TID district, maximizing the time length to recoup the City's investment.
- The attached cash flow analysis and estimated assessed values are a conservative starting point. We anticipate working with the developer while the TID is being created in order to reduce the City's investment risk, either by increasing density and assessed value or by including a true up provision in the Developer's Agreement.
- The property currently generates approximately \$12,000 in annual property taxes. If developed as proposed, the property will likely generate more than \$120,000 in annual property taxes after the TID expires in 2045.

- Current development financial analysis completed by Milwaukee View indicates that some level of financial assistance is likely needed even if the school is demolished.

If approved, we anticipate, at a minimum, the following additional reviews and approvals for this project:

1. Create TID #14: *Authorization to hire a consultant and begin creation of TID #14.*
2. Developer Agreement with Milwaukee View: *Negotiate Developer Agreement terms with Milwaukee view for the requested incentive.*
3. Rezoning: *Rezone to a Residential-PD District for the proposed condominium and townhome units.*

Staff would facilitate above reviews concurrently, and anticipate that the zoning and developer agreement approvals would be in place prior to, or parallel with, the creation of the TID by the fall of 2018. TID 14 is proposed to be submitted to the State for review with an effective date of January 1, 2018. If zoning or developer agreement approvals are not secured, the TID effort would possibly be terminated, or continued pending interest from another entity to redevelop the site.

TID #14 Consultant

A Tax Increment District must be created for this project to move forward as proposed. Based on the work completed for TID #13, and the preliminary analysis completed for this project, Staff recommends hiring Baird to help create TID #14 for \$6,750. The scope of work includes:

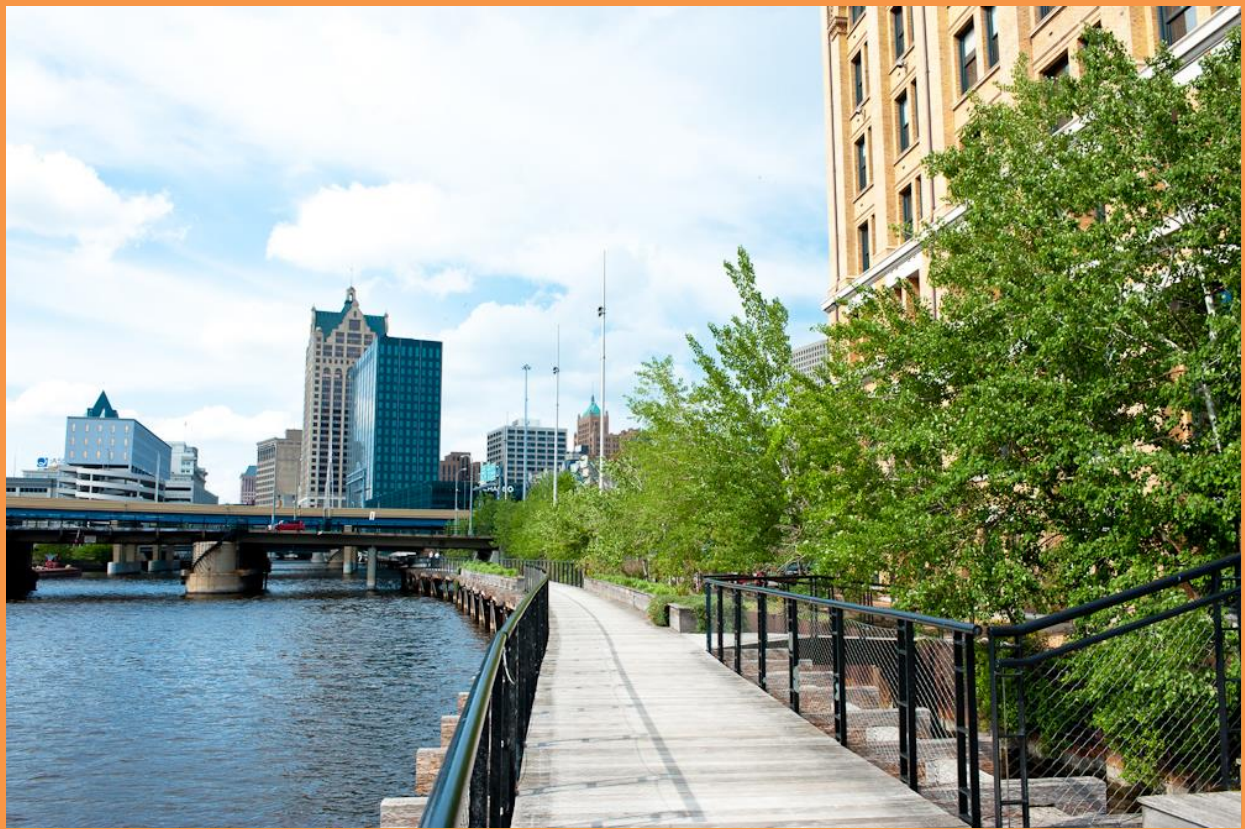
- Assist in discussions with potential developers/property owners.
- Assist in the evaluation of the type of TID District.
- Evaluate economic feasibility of various TID scenarios.
- Develop TID creation timeline.
- Develop project plan (with exception of mapping).
- Meet with City staff to facilitate analysis/discussion of the TID Plan.
- Meetings with City staff, committees and boards as needed.

Recommendation

Staff recommends hiring Baird to complete the work needed to complete TID #14 at an amount of \$6,750 and also directs staff to work with Milwaukee View in order to secure the necessary rezoning and Developers Agreements needed to redevelop Parcel ED-477 (428 Superior) into a project with a guaranteed assessed value of no less than \$4,500,000.

Funds for Baird's contract are anticipated to be repaid to the City via the new TID District.

Please contact me (kflom@mail.de-pere.org or 920-339-4043) with any questions regarding this item.



MILWAUKEE VIEW, LLC.

INTRODUCTION



Introduction

Overview

A Milwaukee based real estate firm specializing in development, construction, and property management of their privately held portfolio.

MKEView began with the purchase of our first building in Milwaukee's Historic Third Ward in June of 2013. The business was incorporate six months later in January of 2014 with the purchase of our second building in Milwaukee's Riverwest neighborhood.

Corporate Office: 241 N. Broadway, Suite #600, Milwaukee, WI 53202

We are licensed General Contractors for both the state of Wisconsin, and the city of Milwaukee.

Our Mission

To invest, develop, construct, and manage real estate assets professionally and profitably with integrity and focus, consistent with community vision, in markets in which we are considered experts.

Our Philosophy

We are committed to meeting the demands Milwaukee's growing rental market and creating exceptional lifestyle opportunities for our residents. Our rental homes feature high quality finishes, lifestyle amenities, and a social conscience for conservation and sustainability. MKEView's experienced team brings a proven track record that delivers results for our residents, partners, shareholders and community stakeholders.

We have been fortunate to develop great relationships with many valued partners, and look forward to expanding on those existing relationships and building new ones. The experience of our people, their innovative thinking, our commitment to quality and a culture built on trust will continue to be the foundation of the properties that we develop, construct, and own.

MKEView takes its relationships and responsibilities with its customers very seriously. We encourage an environment of professionalism where deeply felt principles and values guide everything we do. We bring passion and purpose to our work, and are committed to providing the highest level of service to our residents, partners and employees.

We believe that achieving our goals is dependent upon our intellectual capital. We are heavily focused on attracting talented people, on recognizing and rewarding excellence, and, most importantly, providing the opportunity for our people to grow through significant investment in their career and their personal development.



Internal Team

MKEView's founding partners have a diverse set of talents and experiences. Don't let the fancy titles confuse you. We spend the vast majority of our time in "Sweat Equity" pursuits. This will certainly change as our company expands, and we grow into our titles, but for now...this is our crew:



Lindsey Bovinet
President/CEO

Responsible for leadership and company vision.

Education:
Bachelor of Arts, UW Stout - 1975

Work History:
Interior Systems Inc. 1979 to current -
Founder/Chairman of the Board



Lindsey Susan Bortner
Business Manager

Responsible for day-to-day management of our business office, leasing, and advertising.

Education:
University of Wisconsin-Milwaukee: Bachelors in
Business-Marketing

Work History:
Laacke & Joys, Interior Systems, Inc.



Laura Bovinet
Creative Manager

Responsible for design development and coordination with architects and designers.

Education:
Columbia College – Study Abroad Italy - 2004
Bachelors Fine Arts – School of the Art Institute of
Chicago – 2006
Ox-Bow Summer School of Art - 2006
Masters Fine Arts – Massachusetts College of Art
and Design - 2011

Work History:
Freelance Artist, Pratt Institute, Crate & Barrel, The
Home Depot, Interior Systems, Inc.



Corey Bortner
Maintenance/Security Manager

Responsible for 24/7 on-call property maintenance,
security, safety, and contractor supervision.

Education:
Bachelors - University of Phoenix – Milwaukee - 2011

Work History:
Bergstrom Automotive, Interior Systems Inc., Dawes
Rigging and Crane Rental



Anuj Rastogi
Director of Finance & Investments

Responsible for financial strategy, acquisition &
development, and investment across real estate
portfolio.

Education:
Cornell University - dual degree in Finance &
Natural Resources

Work History:
Financial consultant for government sponsored
entities in New York City
Alternative investment firm in Milwaukee
Commercial real estate PE group in Milwaukee

External Team



Over 30 years of hands-on real estate development and banking experience using strategic vision to advance business. A resourceful, thorough and focused leader with time tested ability to produce results through creative problem solving, vision, alignment of interests and strategic planning. Effective in fast paced, rapidly evolving environments. Specialties: Real Estate and Corporate Advisory, Client Negotiations with Lenders, Real Estate Development, Business Start-Up & Wind Down/Closing, Real Estate Portfolio "Work Out", Receiverships, Settlements to Save Guarantee, Forbearance Agreements, Bank Services, Strategic Planning, M&A, Marketing, Team Building, Investor Relations.



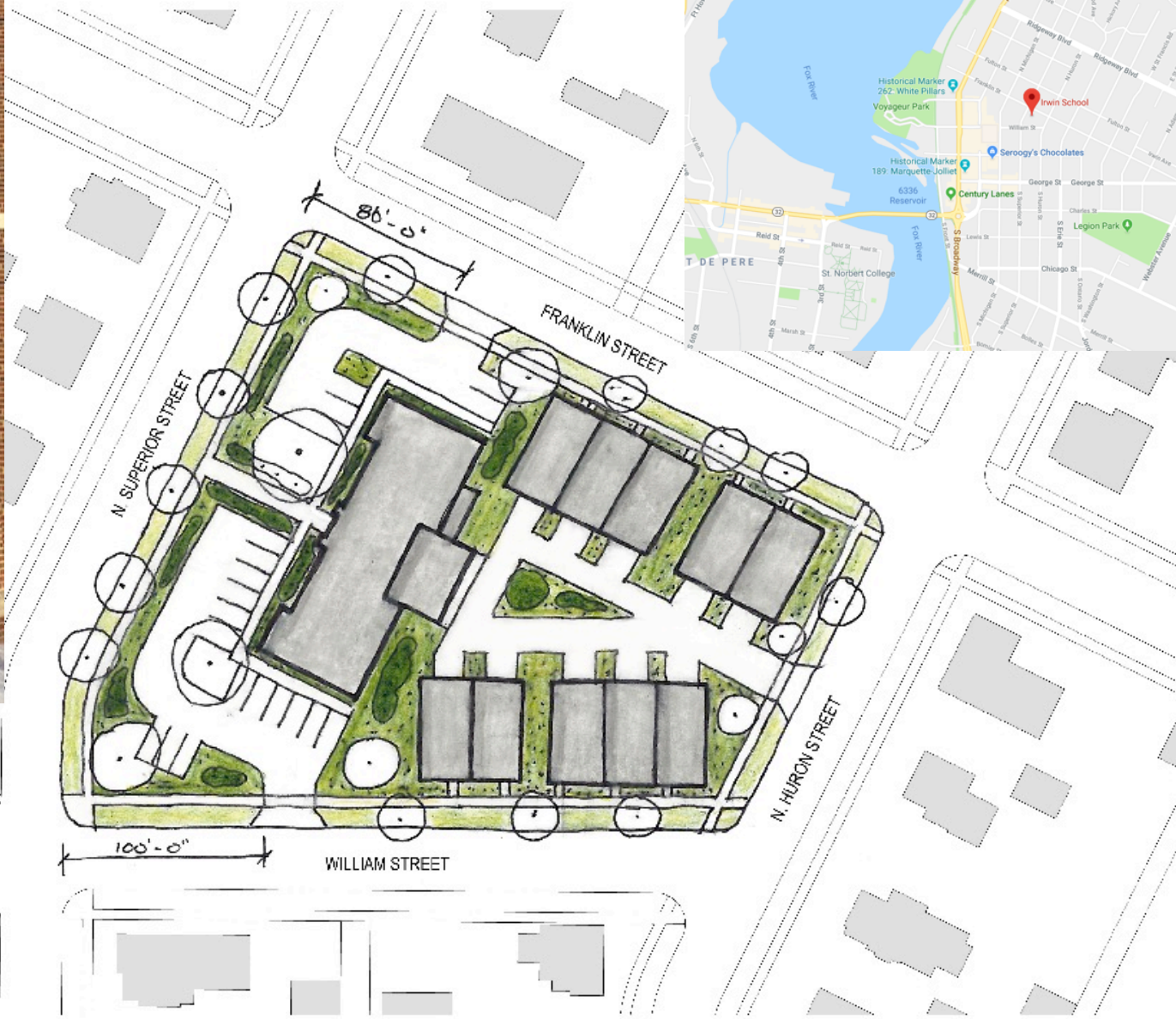
More than 1,700 professionals strong, Baker Tilly is a full-service accounting and advisory firm with specialized professionals who connect with their clients and their businesses through refreshing candor and clear industry insight. Founded in 1931, they are now one of the top 20 largest accounting and advisory firms in the US. Baker Tilly has achieved dynamic growth while maintaining a commitment to our core values.



Reinhart Boerner Van Deuren s.c. serves business needs with innovation, focus and commitment. More than 200 attorneys are dedicated to providing service efficiently and cost effectively from Reinhart's seven offices throughout the country. Founded in 1894, Reinhart serves public and privately held corporations, financial institutions and family-owned businesses. Throughout its history, Reinhart has relied on entrepreneurship, teamwork and dedicated service to help its clients achieve their business goals.



Falamak Nourzad, Ursula Twombly and Robert Barr formed Continuum Architects + Planners in the summer of 1996. Their architectural practice is built on the diverse professional experiences of the partners and key staff. The firm's experience spans housing, offices, laboratories, healthcare, industrial, retail, and educational facilities. The partners are committed to maintaining the firm's medium size to better serve clients in a more personal environment. This vision of architecture as positive and personal remains the bedrock of Continuum's philosophy.



continuum
ARCHITECTS + PLANNERS

IRWIN SCHOOL SITE PLAN, DE PERE, WI
CAP PROJECT NO: M1710-01 | 11/14/2017

IRWIN SCHOOL TOWNHOMES

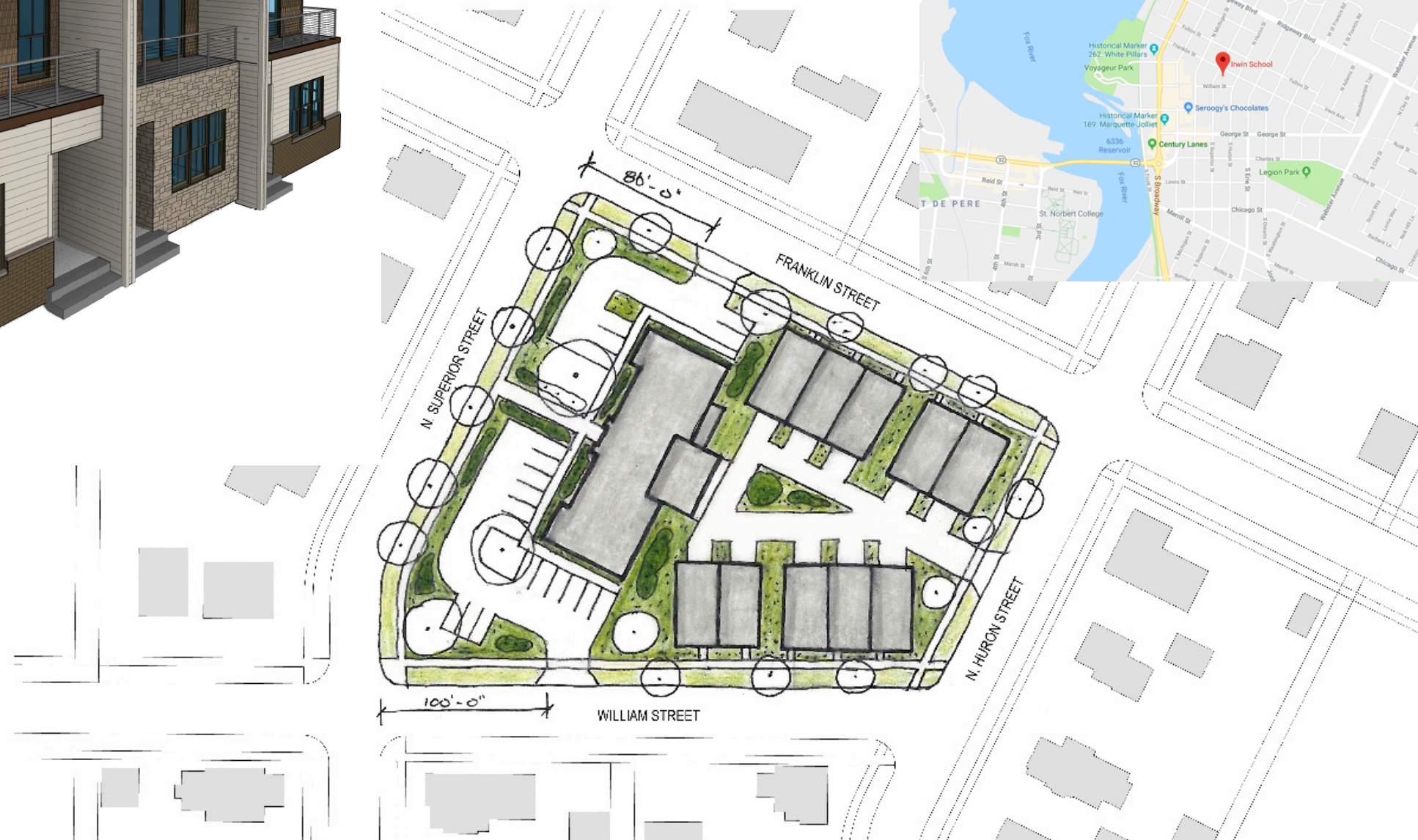
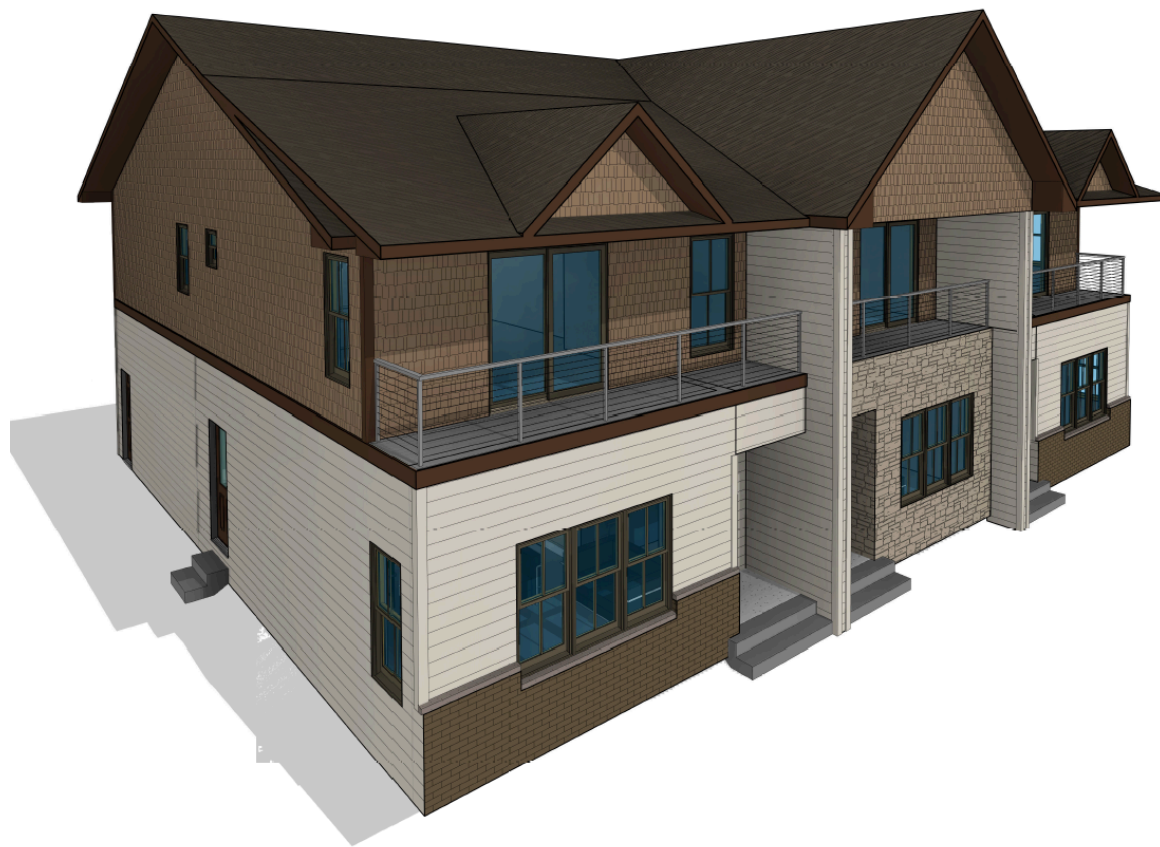
DE PERE, WISCONSIN

MILWAUKEE VIEW, LLC

225 ST. PAUL AVENUE

MILWAUKEE, WI 53202





continem IRWIN SCHOOL SITE PLAN, DE PERE, WI
CAP PROJECT NO: M1710-01 | 11/14/2017

IRWIN SCHOOL TOWNHOMES

DE PERE, WISCONSIN

MILWAUKEE VIEW, LLC

225 ST. PAUL AVENUE

MILWAUKEE, WI 53202



Preliminary

City of De Pere

Tax Increment District No. 14

Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID.....	1.00%
2017 Gross Tax Rate (per \$1000 Equalized Value).....	\$21.86
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.50%
Data above dashed line are actual	

Background Data					
	(a)	(b)	(c)	(d)	(e)
Year	TIF District Valuation (January 1)	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate
	Base Value \$580,000				
2018	\$580,000				\$21.86
2019	\$580,000	\$5,800	\$3,020,000	\$3,025,800	\$21.86
2020	\$3,605,800	\$36,058	\$1,400,000	\$4,461,858	\$21.86
2021	\$5,041,858	\$50,419		\$4,512,277	\$21.86
2022	\$5,092,277	\$50,923		\$4,563,199	\$21.86
2023	\$5,143,199	\$51,432		\$4,614,631	\$21.86
2024	\$5,194,631	\$51,946		\$4,666,578	\$21.86
2025	\$5,246,578	\$52,466		\$4,719,043	\$21.86
2026	\$5,299,043	\$52,990		\$4,772,034	\$21.86
2027	\$5,352,034	\$53,520		\$4,825,554	\$21.86
2028	\$5,405,554	\$54,056		\$4,879,610	\$21.86
2029	\$5,459,610	\$54,596		\$4,934,206	\$21.86
2030	\$5,514,206	\$55,142		\$4,989,348	\$21.86
2031	\$5,569,348	\$55,693		\$5,045,041	\$21.86
2032	\$5,625,041	\$56,250		\$5,101,292	\$21.86
2033	\$5,681,292	\$56,813		\$5,158,105	\$21.86
2034	\$5,738,105	\$57,381		\$5,215,486	\$21.86
2035	\$5,795,486	\$57,955		\$5,273,441	\$21.86
2036	\$5,853,441	\$58,534		\$5,331,975	\$21.86
2037	\$5,911,975	\$59,120		\$5,391,095	\$21.86
2038	\$5,971,095	\$59,711		\$5,450,806	\$21.86
2039	\$6,030,806	\$60,308		\$5,511,114	\$21.86
2040	\$6,091,114	\$60,911		\$5,572,025	\$21.86
2041	\$6,152,025	\$61,520		\$5,633,545	\$21.86
2042	\$6,213,545	\$62,135		\$5,695,681	\$21.86
2043	\$6,275,681	\$62,757		\$5,758,437	\$21.86
2044	\$6,338,437	\$63,384		\$5,821,822	\$21.86
2045					
	\$1,401,822	\$4,420,000			

Revenues		
	(f)	(g)
Year	Tax Revenue	Investment Proceeds
2018	\$0	\$0
2019	\$0	\$0
2020	\$66,144	\$66,144
2021	\$97,536	\$97,536
2022	\$98,638	\$98,638
2023	\$99,752	\$99,752
2024	\$100,876	\$100,876
2025	\$102,011	\$102,011
2026	\$103,158	\$103,158
2027	\$104,317	\$104,317
2028	\$105,487	\$105,487
2029	\$106,668	\$106,668
2030	\$107,862	\$107,862
2031	\$109,067	\$109,067
2032	\$110,285	\$110,285
2033	\$111,514	\$111,514
2034	\$112,756	\$112,756
2035	\$114,011	\$114,011
2036	\$115,277	\$115,277
2037	\$116,557	\$116,557
2038	\$117,849	\$117,849
2039	\$119,155	\$119,155
2040	\$120,473	\$120,473
2041	\$121,804	\$121,804
2042	\$123,149	\$123,149
2043	\$124,508	\$124,508
2044	\$125,879	\$125,879
2045		
	\$2,734,734	\$7,211

Example New Issue	
\$1,000,000	
Taxable G.O. Bonds	
Dated December 1, 2018	
Amount for Projects.....	\$1,000,000
Capitalized Interest.....	\$0
Cost of Issuance (est.).....	\$0
Rounding.....	\$0
Less: Reoffering Premium.....	\$0

Example Developer Incentive	
\$500,000	
Developer Outlay / Repayment	
Beginning December 1, 2018	
Developer Outlay.....	\$500,000
Total Int. Due to Developer.....	\$0
Total Payments to Developer.....	\$500,000
Shortfall to Developer.....	\$0

Expenditures					Expenditures				
(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	
Principal	Interest	Debt Service	Net Revenues After DS	Developer Outlay	Interest Due to Developer	Annual (Shortfall)/ Surplus	Balance Due to Developer	Payment to Developer	Combined Expenditures
(12/1)	(6/1 & 12/1)		\$0		EST. RATE = 0.00%				
	AVG = 4.50%								
2018	\$45,000	\$45,000	(\$36,000)		\$0	\$0	\$0	\$45,000	
2019	\$45,000	\$45,000	(\$36,000)	\$500,000	\$0	(\$500,000)	(\$500,000)	\$0	\$45,000
2020	\$45,000	\$45,000	\$915		\$0	\$915	(\$499,085)	\$915	\$65,915
2021	\$40,000	\$44,100	\$84,100		\$0	\$10,749	(\$488,336)	\$10,749	\$94,849
2022	\$40,000	\$42,300	\$82,300		\$0	\$13,071	(\$475,265)	\$13,071	\$95,371
2023	\$45,000	\$40,500	\$85,500		\$0	\$11,401	(\$463,864)	\$11,401	\$96,901
2024	\$45,000	\$38,475	\$83,475		\$0	\$13,921	(\$449,943)	\$13,921	\$97,396
2025	\$50,000	\$36,450	\$86,450		\$0	\$12,449	(\$437,494)	\$12,449	\$98,899
2026	\$50,000	\$34,200	\$84,200		\$0	\$15,167	(\$422,327)	\$15,167	\$99,367
2027	\$50,000	\$31,950	\$81,950		\$0	\$17,893	(\$404,434)	\$17,893	\$99,843
2028	\$55,000	\$29,700	\$84,700		\$0	\$16,629	(\$387,805)	\$16,629	\$101,329
2029	\$55,000	\$27,225	\$82,225		\$0	\$19,555	(\$368,250)	\$19,555	\$101,780
2030	\$55,000	\$24,750	\$79,750		\$0	\$22,489	(\$345,761)	\$22,489	\$102,239
2031	\$60,000	\$22,275	\$82,275		\$0	\$21,434	(\$324,327)	\$21,434	\$103,709
2032	\$65,000	\$19,575	\$84,575		\$0	\$20,568	(\$303,759)	\$20,568	\$105,143
2033	\$65,000	\$16,650	\$81,650		\$0	\$23,891	(\$279,868)	\$23,891	\$105,541
2034	\$70,000	\$13,725	\$83,725		\$0	\$23,225	(\$256,643)	\$23,225	\$106,950
2035	\$75,000	\$10,575	\$85,575		\$0	\$22,748	(\$233,895)	\$22,748	\$108,323
2036	\$80,000	\$7,200	\$87,200		\$0	\$22,462	(\$211,433)	\$22,462	\$109,662
2037	\$80,000	\$3,600	\$83,600		\$0	\$26,366	(\$185,067)	\$26,366	\$109,966
2038					\$0	\$94,279	(\$90,788)	\$94,279	\$94,279
2039					\$0	\$90,788	\$0	\$90,788	\$90,788
2040							\$0	\$0	\$0
2041							\$0	\$0	\$0
2042							\$0	\$0	\$0
2043							\$0	\$0	\$0
2044							\$0	\$0	\$0
2045							\$0	\$0	\$0
	\$1,000,000	\$578,250	\$1,578,250	\$930,956	\$500,000	\$0	\$0	\$500,000	\$2,078,250

TID Status		
(r)	(s)	(t)
Annual Balance	Year End Cumulative Balance	Cost Recovery
	(December 31)	
2018	(\$45,000)	(\$45,000)
2019	(\$45,000)	(\$90,000)
2020	\$229	(\$89,771)
2021	\$2,687	(\$87,084)
2022	\$3,268	(\$83,816)
2023	\$2,850	(\$80,966)
2024	\$3,480	(\$77,486)
2025	\$3,112	(\$74,374)
2026	\$3,792	(\$70,582)
2027	\$4,473	(\$66,109)
2028	\$4,157	(\$61,951)
2029	\$4,889	(\$57,063)
2030	\$5,622	(\$51,440)
2031	\$5,358	(\$46,082)
2032	\$5,142	(\$40,940)
2033	\$5,973	(\$34,967)
2034	\$5,806	(\$29,161)
2035	\$5,687	(\$23,474)
2036	\$5,615	(\$17,858)
2037	\$6,591	(\$11,267)
2038	\$23,570	\$12,303
2039	\$28,428	\$40,731
2040	\$120,677	\$161,408
2041	\$122,612	\$284,020
2042	\$124,569	\$408,589
2043	\$126,551	\$535,139
2044	\$128,555	\$663,695
2045		

Type of TID: Blight Elimination
 2018 TID Inception (____/____/____)
 2040 Final Year to Incur TIF Related Costs
 2045 Maximum Legal Life of TID (27 Years)

(1) Increment per City Estimates. \$280,000 per townhome with 5 being built in 2019 and the remaining in 2020. \$1,620,000 guaranteed value for condos in 2019.

Robert W. Baird & Co. Incorporated ("Baird") is not recommending any action to you. Baird is not acting as an advisor to you and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. Baird is acting for its own interests. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information. Baird seeks to serve as an underwriter (or placement agent) on a future transaction and not as a financial advisor or municipal advisor. The primary role of an underwriter (or placement agent) is to purchase, or arrange for the placement of, securities in an arm's length commercial transaction with the issuer, and it has financial and other interests that differ from those of the issuer. The information provided is for discussion purposes only, in seeking to serve as underwriter (or placement agent). See "Important Disclosures" contained herein.

IMPORTANT DISCLOSURES

Robert W. Baird & Co. Incorporated ("Baird") is not recommending that you take or not take any action. Baird is not acting as financial advisor or municipal advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information contained herein and/or accompanying materials (collectively, the "Materials"). Baird is acting for its own interests. You should discuss the Materials with any and all internal or external advisors and experts that you deem appropriate before acting on the Materials.

Baird seeks to serve as underwriter in connection with a possible issuance of municipal securities you may be considering and not as financial advisor or municipal advisor. Baird is providing the Materials for discussion purposes only, in anticipation of being engaged to serve as underwriter (or placement agent).

The role of an underwriter includes the following: Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. An underwriter's primary role is to purchase the proposed securities to be issued with a view to distribution in an arm's length commercial transaction with the issuer. An underwriter has financial and other interests that differ from those of the issuer. An underwriter may provide advice to the issuer concerning the structure, timing, terms, and other similar matters for an issuance of municipal securities. Any such advice, however, would be provided in the context of serving as an underwriter and not as municipal advisor, financial advisor or fiduciary. Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is therefore not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests. An underwriter has a duty to purchase securities from the issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. An underwriter will review the official statement (if any) applicable to the proposed issuance in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed issuance.

The Materials do not include any proposals, recommendations or suggestions that you take or refrain from taking any action with regard to an issuance of municipal securities and are not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. The Materials are intended to provide information of a factual, objective or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

Any information or estimates contained in the Materials are based on publicly available data, including information about recent transactions believed to be comparable, and Baird's experience, and are subject to change without notice. Baird has not independently verified the accuracy of such data. Interested parties are advised to contact Baird for more information.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the Materials do not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this “Agreement”) is entered as of this 20th day of April, 2018 by and between City of De Pere, Wisconsin (“Client”) and Robert W. Baird & Co. Incorporated (“Baird”).

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the development of a TIF district and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client’s decision to retain Baird to provide general consulting services and Client’s execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Assist in discussions with potential developers
- Assist in the evaluation of the type of TIF District
- Evaluate economic feasibility of various TIF District scenarios
- Develop TIF District #14 creation timeline
- Draft TIF District #14 project plan (with the exception of mapping)
- Meet with City staff (in person or electronically) to facilitate analysis/discussion of the TIF District #14 project plan
- Attend public meetings (in person or electronically) to present the TIF District #14 project plan
- Assist the City in compiling the necessary documents for submission to DOR.

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term “financial advisory services” means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird’s primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm’s-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fixed fee equal to \$6,750, payable within 10 business days upon completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

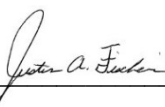
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of De Pere

Robert W. Baird & Co. Incorporated

By: _____

Ms. Kimberly Flom, Director of Economic Development and Planning

By:  _____

Mr. Justin A. Fischer, Senior Vice President

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Resolution #18-59 Authorizing Emergency Medical Service Medical Director Agreement (2018) Between the City of De Pere and BayCare Aurora, LLC (d/b/a Aurora BayCare Medical Center) Regarding Emergency Medical Director Services.

This item was approved 4-0 at the June 12, 2018 Finance/Personnel Committee Meeting.

ATTACHMENTS:

- Reso18-59 (DOCX)
- Exhibit A-EMS Med-Dir-Agreement 2018 changes accepted (PDF)
- FIRE DEPT_AGREEMENT FOR MEDICAL DIRECTION (PDF)

RESOLUTION #18-59

**AUTHORIZING EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR AGREEMENT (2018)
BETWEEN THE CITY OF DE PERE AND BAYCARE AURORA, LLC (d/b/a AURORA BAYCARE
MEDICAL CENTER) REGARDING EMERGENCY MEDICAL DIRECTOR SERVICES**

WHEREAS, City of De Pere, (“City”), BayCare Aurora, LLC d/b/a Aurora BayCare Medical Center (“Medical Center”), and BayCare Clinic, L.L.P. (“BCC”) are parties to an Emergency Medical Service Medical Director Agreement dated August 27, 2013 and as amended on February 5, 2015 (the “Agreement”); and

WHEREAS, the parties wish to revise certain provisions of the Agreement as set forth in the Emergency Medical Service Medical Director Agreement (2018) attached hereto and incorporated herein by reference as Exhibit A; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Emergency Medical Service Medical Director Agreement (2018) (Exhibit A), together with such amendments and renewals thereof provided the same are substantively similar and the services have been properly budgeted therefore.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of June, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR AGREEMENT

This **Emergency Medical Service Medical Director Agreement** (the "Agreement") is entered into by and between the **City of De Pere**, a Wisconsin municipal corporation, ("City") and **BayCare Aurora, LLC**, a Wisconsin limited liability company, **d/b/a Aurora BayCare Medical Center** ("ABMC").

Recitals

WHEREAS, the De Pere Public Safety Department operates an ambulance service ("City Service") and is an emergency medical service provider pursuant to Wis. Stats. §256.12; and

WHEREAS, as an emergency medical service provider, the City Service is required to engage a qualified medical director to provide medical direction in all matters relating to emergency medical services; and

WHEREAS, ABMC contracts with physicians who are involved in the provision of emergency medical care; and

WHEREAS, the City wishes to engage Steven Stroman, MD, contracted by ABMC, to serve as its Medical Director to perform such duties as required under Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS; and

NOW THEREFORE, in return for their the mutual covenants and obligations, together with other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Engagement of Director.** The City hereby engages ABMC to provide the services of Steven Stroman, M.D., ("Director"), contracted by ABMC, to serve as its Director for the City's provision of emergency medical services to its residents and inhabitants, and to perform all acts and duties required of said position in conformity with Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS.
2. **Term and Termination.** This Agreement shall commence on May 1, 2018 and continue for one (1) year ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term") unless any party gives written notice of the decision not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. After the Initial Term, any party may terminate this Agreement at any time, for any reason by giving not less than sixty (60) days prior written notice to the other parties.
3. **Duties.** ABMC shall ensure Director participates in the development, coordination, direction, supervision, and establishment of standards and procedures for the

operation of the emergency medical service. In addition to the statutory and regulatory duties identified above, ABMC shall ensure Director performs, the following duties:

- a. Coordinate the development and continued oversight of standard operation procedures and protocols as well as complying with Wis. Admin. Code §110.49 DHS "EMT-paramedic operational plan" (hereafter "Approved Operational Plan" or the "System"), ensuring these policies are reviewed and revised as necessary.
- b. Monitor all aspects of quality control with the System, including but not limited to, individual EMT/paramedic knowledge, skills, and performance; periodic audits of target areas (i.e. chest pain, psych emergencies, and trauma); and audits of all deaths, cardiac arrests, intubations, and helicopter transports originating in Brown County;
- c. Provide City Service with timely quality assurance initiatives, including critique and commentary of emergency services provided for the purpose of maintaining a medically acceptable level of emergency service care.
- d. Perform or direct oversight of the base station physicians responsible for day to day directions and supervision of EMT and paramedic ambulance services functioning under the Approved Operational Plan;
- e. Provide physician ride-along monitoring and assessment services for paramedic crews on a periodic basis;
- f. Provide educational support for emergency services personnel with such frequency as determined by state requirements and needs of the System, including on-going training, competencies with new equipment and techniques.
- g. When available and present, Director will provide on-scene physician support at the following types of EMS incident scenes: (1) Critical In-Transit scenes (Airport/Highway/Industrial) (2) Mass casualty incident (3) Fire scenes (Operational) (4) Large scale events as needed, including planning meetings and event day operations.
- h. When available and present, Director will provide physician support during Emergency Medical Service ("EMS") on scene interactions, including: (1) Directing work of EMS staff, (2) Direct physician treatment of patient(s), (3) Transportation of patients to medical facilities, (4) Fireground firefighter rehabilitation, including on-scene evaluation of vital signs and on-scene treatment, and (5) Participating in incident command structure, including providing fire ground support by assisting command with medical related issues.
- i. Director's transportation to and from scenes as described in Sections 3(g) and 3(h) may occur by City emergency vehicle, either as driver or passenger, or by personal vehicle of Director.

j. Comply with all state and local EMS protocols.

k. Abide by all orders, regulations, restrictions and protocols of Director or the Director's designees.

4. Pharmaceutical Medications, Durable Medical Supplies and Training Courses.

ABMC agrees to replenish City Service's inventory of pharmaceutical medications and durable medical supplies at ABMC's cost. ABMC shall invoice City Service on a monthly basis for such supplies and City shall reimburse ABMC within thirty (30) days after receipt of invoice. ABMC also agrees to provide City Service Personnel with American Heart Association ACLS, PALS, and BLS training courses on-site or at Aurora BayCare Medical Center Sports Complex.

5. Financial Arrangements. In recognition of ABMC's public service mission, and ABMC's commitment to providing a benefit to the community, it is agreed that the services rendered by ABMC, Director or any physician, shall be free of charge.

6. Independent Contractors. The parties are independent contractors. No party is authorized or permitted to act as an agent or employee of any other. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, partnership, or joint venture relationship or to allow any party to exercise control or direction over the manner or method by which any party provides services to patients. All services shall be performed in accordance with all applicable medical standards and the terms and conditions of this Agreement.

7. Insurance. The City and ABMC shall maintain their own separate policies of comprehensive general liability and professional liability insurance in amounts sufficient to cover the activities covered under this Agreement, and neither shall be required to consider or list the other as an "additional insured" on such policies. ABMC shall maintain insurance in such amounts as are required under ch. 655, Wisconsin Statutes and participate in Wisconsin's Injured Patients and Families Compensation Fund.

8. Allocation of Risks

a. To the fullest extent permitted by law, ABMC 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 attorneys and other professionals, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of ABMC or Director, or the officers, directors, partners, or employees of either in the performance and furnishing of services under this Agreement.

b. To the fullest extent permitted by law, the City shall indemnify and hold harmless ABMC and its officers, directors, partners, employees, and consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of attorneys and other professional, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's consultants with respect to this Agreement. Nothing contained herein is intended to waive or

estop the City or its insurer to rely upon the limitations, defense, immunities contained within Wisconsin Statutes §893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.

c. To the fullest extent permitted by law, the total liability to any party or anyone claiming by, through or under any party, for any cost, loss or damages caused in part by the negligence of any party, shall not exceed the percentage share which that party's negligence is of the overall negligence which was the cause of the harm.

9. **Notices.** Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery or registered/certified mail at the following addresses for each:

If to City, to:
City of De Pere
400 Lewis Street
De Pere, WI 54115
Attn: Administrator

If to ABMC, to:
Aurora BayCare Medical Center
8945 Greenbrier Road
Green Bay, WI 54311
Attn: President

With a copy to:
Aurora Health Care, Inc.
750 W. Virginia St.
Milwaukee, WI 53204
Attn: Chief Legal Officer

Either party may change the address for notice by a notice given in conformance with this section.

10. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties. No change to the terms of this Agreement will be effective or enforceable unless such change shall be in writing and signed by the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. **DISCLOSURE CONCERNING AUTOMATIC RENEWAL PROVISION.** AS STATED IN SECTION 2 OF THIS AGREEMENT, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS EITHER PARTY DECLINES THE RENEWAL.

a. Each additional renewal is for a one (1) year period.

- b. There are no increases in charges during any Renewal Term unless the parties sign a written agreement to provide for an increase.
- c. To decline a renewal, a party must send written notice to the other party hereto in the manner and at the address specified in Section 9, at least sixty (60) days prior to the end of the then current term. As such, the written notice must be given before March 1st of the then current term, to decline a renewal for the next twelve (12) months.
- d. Please initial this Section below.

City Initials

ABMC Initials

Accepted and agreed to this ____ day of _____, 2018.

CITY OF DE PERE

BAYCARE AURORA, LLC

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Date: _____

Date: _____

Acknowledged:

Steven Stroman, M.D.

Memo



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

From: Alan Matzke, Fire Chief *AM*

Date: June 6, 2018

Re: Request to Approve Agreement for Medical Direction

The Fire & Rescue Department would like to respectfully request approval of the revised Emergency Medical Service Medical Directors Agreement. The De Pere Common Council approved the original agreement with BayCare Clinic to provide medical direction on August 20, 2013.

Dr. Steve Stroman has provided medical direction to De Pere Fire Rescue, on behalf of BayCare Clinic, since adoption of the above mentioned agreement. The partnership has been very positive for our staff and the citizens of De Pere. Interim Chief Jeff Roemer was accurate in his August 6, 2013 Memo, where he stated he felt this partnership would greatly enhance and improve the department's interaction and EMS training with hospital based physicians, which would enhance our ability to provide exceptional EMS service to our citizens.

The August 2013 Agreement was between the City of De Pere and BayCare Clinic, L.L.P. The proposed agreement is between the City of De Pere and BayCare Aurora, LLC. The terms of the contract are unchanged and are designed to continue to support Dr. Stroman in his mission to provide and improve pre-hospital emergency care in our area.

Thank you for your consideration of this request. I respectfully urge the Finance and Personnel Committee to approve the agreement for continued medical direction and forward the recommendation for final approval by the City of De Pere Common Council.

EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR AGREEMENT

This **Emergency Medical Service Medical Director Agreement** (the "Agreement") is entered into by and between the **City of De Pere**, a Wisconsin municipal corporation, ("City") and **BayCare Aurora, LLC**, a Wisconsin limited liability company, d/b/a **Aurora BayCare Medical Center** ("ABMC").

Recitals

WHEREAS, the De Pere Public Safety Department operates an ambulance service ("City Service") and is an emergency medical service provider pursuant to Wis. Stats. §256.12; and

WHEREAS, as an emergency medical service provider, the City Service is required to engage a qualified medical director to provide medical direction in all matters relating to emergency medical services; and

WHEREAS, ABMC contracts with physicians who are involved in the provision of emergency medical care; and

WHEREAS, the City wishes to engage Steven Stroman, MD, contracted by ABMC, to serve as its Medical Director to perform such duties as required under Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS; and

NOW THEREFORE, in return for their the mutual covenants and obligations, together with other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Engagement of Director.** The City hereby engages ABMC to provide the services of Steven Stroman, M.D., ("Director"), contracted by ABMC, to serve as its Director for the City's provision of emergency medical services to its residents and inhabitants, and to perform all acts and duties required of said position in conformity with Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS.
2. **Term and Termination.** This Agreement shall commence on May 1, 2018 and continue for one (1) year ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term") unless any party gives written notice of the decision not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. After the Initial Term, any party may terminate this Agreement at any time, for any reason by giving not less than sixty (60) days prior written notice to the other parties.
3. **Duties.** ABMC shall ensure Director participates in the development, coordination, direction, supervision, and establishment of standards and procedures for the operation of the emergency medical service. In addition to the statutory and regulatory

duties identified above, ABMC shall ensure Director performs, the following duties:

- a. Coordinate the development and continued oversight of standard operation procedures and protocols as well as complying with Wis. Admin. Code §110.49 DHS "EMT-paramedic operational plan" (hereafter "Approved Operational Plan" or the "System"), ensuring these policies are reviewed and revised as necessary.
- b. Monitor all aspects of quality control with the System, including but not limited to, individual EMT/paramedic knowledge, skills, and performance; periodic audits of target areas (i.e. chest pain, psych emergencies, and trauma); and audits of all deaths, cardiac arrests, intubations, and helicopter transports originating in Brown County;
- c. Provide City Service with timely quality assurance initiatives, including critique and commentary of emergency services provided for the purpose of maintaining a medically acceptable level of emergency service care.
- d. Perform or direct oversight of the base station physicians responsible for day to day directions and supervision of EMT and paramedic ambulance services functioning under the Approved Operational Plan;
- e. Provide physician ride-along monitoring and assessment services for paramedic crews on a periodic basis;
- f. Provide educational support for emergency services personnel with such frequency as determined by state requirements and needs of the System, including on-going training, competencies with new equipment and techniques.
- g. When available and present, Director will provide on-scene physician support at the following types of EMS incident scenes: (1) Critical In-Transit scenes (Airport/Highway/Industrial) (2) Mass casualty incident (3) Fire scenes (Operational) (4) Large scale events as needed, including planning meetings and event day operations.
- h. When available and present, Director will provide physician support during Emergency Medical Service ("EMS") on scene interactions, including: (1) Directing work of EMS staff, (2) Direct physician treatment of patient(s), (3) Transportation of patients to medical facilities, (4) Fireground firefighter rehabilitation, including on-scene evaluation of vital signs and on-scene treatment, and (5) Participating in incident command structure, including providing fire ground support by assisting command with medical related issues.
- i. Director's transportation to and from scenes as described in Sections 3(g) and 3(h) may occur by City emergency vehicle, either as driver or passenger, or by personal vehicle of Director.
- j. Comply with all state and local EMS protocols.

k. Abide by all orders, regulations, restrictions and protocols of Director or the Director's designees.

4. Pharmaceutical Medications, Durable Medical Supplies and Training Courses.

ABMC agrees to replenish City Service's inventory of pharmaceutical medications and durable medical supplies at ABMC's cost. ABMC shall invoice City Service on a monthly basis for such supplies and City shall reimburse ABMC within thirty (30) days after receipt of invoice. ABMC also agrees to provide City Service Personnel with American Heart Association ACLS, PALS, and BLS training courses on-site or at Aurora BayCare Medical Center Sports Complex.

5. Financial Arrangements. In recognition of ABMC's public service mission, and ABMC's commitment to providing a benefit to the community, it is agreed that the services rendered by ABMC, Director or any physician, shall be free of charge.

6. Independent Contractors. The parties are independent contractors. No party is authorized or permitted to act as an agent or employee of any other. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, partnership, or joint venture relationship or to allow any party to exercise control or direction over the manner or method by which any party provides services to patients. All services shall be performed in accordance with all applicable medical standards and the terms and conditions of this Agreement.

7. Insurance. The City and ABMC shall maintain their own separate policies of comprehensive general liability and professional liability insurance in amounts sufficient to cover the activities covered under this Agreement, and neither shall be required to consider or list the other as an "additional insured" on such policies. ABMC shall maintain insurance in such amounts as are required under ch. 655, Wisconsin Statutes and participate in Wisconsin's Injured Patients and Families Compensation Fund.

8. Allocation of Risks

a. To the fullest extent permitted by law, ABMC 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 attorneys and other professionals, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of ABMC or Director, or the officers, directors, partners, or employees of either in the performance and furnishing of services under this Agreement.

b. To the fullest extent permitted by law, the City shall indemnify and hold harmless ABMC and its officers, directors, partners, employees, and consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of attorneys and other professional, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's consultants with respect to this Agreement. Nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defense, immunities contained within Wisconsin Statutes §893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.

c. To the fullest extent permitted by law, the total liability to any party or anyone claiming by, through or under any party, for any cost, loss or damages caused in part by the negligence of any party, shall not exceed the percentage share which that party's negligence is of the overall negligence which was the cause of the harm.

9. **Notices.** Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery or registered/certified mail at the following addresses for each:

If to City, to:
City of De Pere
400 Lewis Street
De Pere, WI 54115
Attn: Administrator

If to ABMC, to:
Aurora BayCare Medical Center
8945 Greenbrier Road
Green Bay, WI 54311
Attn: President

With a copy to:
Aurora Health Care, Inc.
750 W. Virginia St.
Milwaukee, WI 53204
Attn: Chief Legal Officer

Either party may change the address for notice by a notice given in conformance with this section.

10. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties. No change to the terms of this Agreement will be effective or enforceable unless such change shall be in writing and signed by the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. **DISCLOSURE CONCERNING AUTOMATIC RENEWAL PROVISION.** AS STATED IN SECTION 2 OF THIS AGREEMENT, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS EITHER PARTY DECLINES THE RENEWAL.

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- b. There are no increases in charges during any Renewal Term unless the parties sign a written agreement to provide for an increase.
- c. To decline a renewal, a party must send written notice to the other party hereto in the manner and at the address specified in Section 9, at least sixty (60) days prior to the end of the then current term. As such, the written notice must be given before March 1st of

the then current term, to decline a renewal for the next twelve (12) months.

d. Please initial this Section below.

City Initials

ABMC Initials

Accepted and agreed to this ____ day of _____, 2018.

CITY OF DE PERE

BAYCARE AURORA, LLC

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Date: _____

Date: _____

Acknowledged:

Steven Stroman, M.D.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Notice of Withdrawal by West De Pere School District of Request for Additional School Resource Officers (Previously Tabled)

On April 10, 2018 the Finance and Personnel Committee discussed a proposal by the West De Pere School District (WDSD) to add two additional school resource officers to the current staffing level. The committee referred the request back to staff on a vote of 4-0 to further discuss the proposals and to review possible amendments to the funding formula used in the existing School Resource Officer contracts with the school districts.

Upon further consideration of the costs associated with the addition of more officers, the WDSD has amended their original request and desires to stay at the current staffing levels and with the current funding arrangement. The Unified School District has confirmed they will also work with the current SRO staffing allocation and funding for their district.

Thank you for your time in this matter. If I can be of further assistance, please contact me at your convenience.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from Finance and Personnel Committee to
Approve \$715 donation from Nicolet Bank to Police Department

Nicolet National Bank held a "Friday Jeans Day" on May 11, 2018. A Friday Jeans Day means employees could wear jeans that day in exchange for donating \$5. As a result, money was raised and split with some of the proceeds going to the Neenah Animal Shelter and \$715.00 going to the De Pere Police Department's K-9 Unit.

On June 12, 2018, the Finance and Personnel Committee recommended approving the donation on a vote of 4-0.

Please accept this donation from Nicolet National Bank.

The De Pere Police Department thanks the Nicolet National Bank employees for their generosity.

Thank you.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

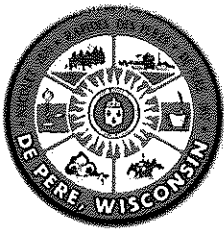
SUBJECT: Consider Community Service Grant Applications.

This year, we have received two Community Service Grant Applications. Please note we have budgeted \$1200 annually for this grant program with the ability to award up to \$600 in June and up to \$600 in December.

Applicant Gina Peotter is requesting \$590 (Year one costs less the tax exempt status filing fee).
Applicant Henry Lepak is requesting \$340.

ATTACHMENTS:

- Hope's House - Gina Peotter (PDF)
- BSA Troop 1040 - Henry Lepak (PDF)



City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	Hope's House		
Grant Applicant Name:	Gina Peotter	Email address:	gina.peotter@yahoo.com
Physical Address:	18499 Lawn Rd. Seymour, WI 54655		
Phone Number:	920-737-3202	Alt. Phone Number:	
Date:	5/22/18	Program Title:	Director/Funder

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **I** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed \$600.00.

PROJECT OUTLINE

Description:

To start a resource center in the DePere area. This will be for children (ages 4-18) who have suffered a loss. It will provide education, healing, and coping information.

The 3 year plan is to evolve into a full time resource for the community.

1ST GOAL/OBJECTIVE**Description:**

File all items with the state (see page 15)
 Incorporate: \$35
 QuickBooks: \$120
 To receive contributions: \$15
 WI Employee Filings: \$20
 Material for meetings for 1 year: \$240
 to Setup and Running

2ND GOAL/OBJECTIVE**Description:**

- Start meetings and raise awareness of this free resource in the DePere community.
- Goal to help 10 families in the first 6 months

3RD GOAL/OBJECTIVE**Description:**

- Expand awareness to outside towns to travel to DePere to take advantage of this opportunity
- Increase advertising and website presence.

will benefit the community with increase of traffic and stops at local businesses

MISCELLANEOUS INFORMATION

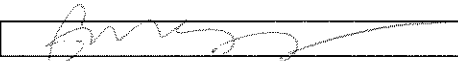
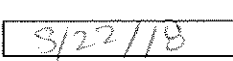
Deadlines: Grant application deadline is June 1 or December 1 of each year. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative):  Date: 

Printed Name (Group Representative): 

Hope's House Business Plan

Gina Peotter

5/22/2018

Hope's House is a resource in the DePere area that will offer education, healing and coping information to children who have suffered a loss in their lives.

Hope's House Business Plan

I.Executive Summary

Hope's House is a nonprofit company that provides a fun and safe place for grieving children to gather. The company will provide certified councilors as well as partner with other schools and programs to offer education, healing and coping information to children who have suffered a loss in their lives.

Through personal connections of others who have suffered a loss, the goal of Hope's House is to let the children know they are not alone when dealing with a loss. Loss and death can be a lonely time and the awareness of others going through something similar can be a turning point in some children's lives, or a nudge to look towards a more positive future.

Hope's House is a children's program that does not currently exist in the DePere and Green Bay, WI area. The plan is to identify children/families in the area that have suffered a loss and let them know that this resource exists.

It is projected that in three years Hope's House will grow to a full time daily resource for the community to take advantage of. This is intended to be a free service to families in the area.

II.Objectives

The main objective is to grow into a full time resource for the community. Currently the DePere area does not have a free open door resource center staffed with certified councilors for grieving children. The first stepping stone in Hope's House is to establish the name and idea behind it. Starting with free monthly meetings at the DePere Community Center, Hope's House can start building a name in the community.

Current programs in the area are free, but are on a specific schedule. The objective is to turn Hope's House into a place that children and families can come on their own time, at their own pace.

III.Mission

A. Connection: Connecting children with others who have gone through a loss. Creating an area where children can see they are not alone.

B. Education: Pairing with certified councilors in the area, provide educational material and activities for kids to interact and learn through the grieving process and helpful healing tactics.

C. Safe: Provide a safe and comfortable atmosphere for children to talk, play and interact with each other. Children should be able to talk openly about tough topics without feeling pressured or judged by others.

D. Fun: Hope's House is a fun atmosphere, laughter is the best medicine. Too much of life is serious and the process of death is not fun, but memories can be.

We want to create a fun place for children to come and remember and talk about their loved ones.

IV.Keys to Success: Working with certified counselors in the area and continually striving to help provide an understanding and fun place for children. Conditionally

provide support and activities for children and families to participate in, along with educational services to help children through their grieving journey.

V.Organization Summary

A. Start-up Summary Start-up expenses come to \$900

B. Legal Entity Hope's House is a tax-exempt not-for-profit organization that is a resource for grieving children in the DePere and Green Bay area.

VI.Services

A. Monthly meetings (Mondays after 5PM) Rotating age groups:

1. Ages 4-9 January, DePere Community Center: Introduction of Hope's House, open discussion, and plant a tree activity, homework to share a memory with someone
2. Ages 10-18 February DePere Community Center: Introduction of Hope's House, open discussion, and plant a tree activity, homework to share a memory with someone
3. Ages 4-9 March DePere Community Center: Introduction to new members, Memories discussion, worry dolls activity, homework to draw a picture or journal

4. Ages 10-18 April DePere Community Center: Introduction to new members, Memories discussion, art journaling activity, homework art journal emotions
5. Ages 4-9 May DePere Community Center: Share pictures or journals, open discussion, memory bracelet activity, take a book home
6. Ages 10-18 June DePere Community Center: Share journals, open discussion, Safe place pillow project, take a book home
7. Ages 4-9 July DePere Community Center: Children's books swap, open discussion, safe place pillow project
8. Ages 10-18 August DePere Community Center: Book swap, open discussion, memory lantern project
9. Ages 4-9 September DePere Community Center: Book Swap, open discussion, note and balloon release
10. Ages 10-18 October DePere Community Center: Book swap, open discussion, notes and balloon release
11. Ages 4-9 November DePere Community Center: Game night, open discussion, remembering ornament project
12. Ages 10-18 December DePere Community Center: Game night, open discussion, remembering ornament project

B. Every other week meetings (Monday after 5PM) Rotating age groups:

13. Ages 4-9 January DePere Community Center: New year- new you, open discussion, timeline project
14. Ages 10-18 January DePere Community Center: New year- new you, open discussion, timeline project
15. Ages 4-9 February DePere Community Center: Open discussion, stepping stone project
16. Ages 10-18 February DePere Community Center: Open discussion, stepping stone project
17. Ages 4-9 March the Ashwaubenon Bowling Alley: Bowling night
18. Ages 10-18 March the Ashwaubenon Bowling Alley: Bowling night
19. Ages 4-9 April DePere Community Center: Open discussion; plant a flower memory project, journaling homework
20. Ages 10-18 April DePere Community Center: Open discussion; plant a flower memory project, journaling homework
21. Ages 4-9 May DePere Community Center: Open discussion, book swap, Bingo night
22. Ages 10-18 May DePere Community Center: Open discussion, book swap, Bingo night

23. Ages 4-9 June NEW LOCATION: Open house, open discussion, safe place pillow project, movie night
24. Ages 10-18 June NEW LOCATION: Open house, open discussion, safe place pillow project, movie night
25. Ages 4-9 July NEW LOCATION: Open discussion, a card for others project, free time
26. Ages 10-18 July NEW LOCATION: Open discussion, a card for others project, free time
27. Ages 4-9 August NEW LOCATION: Share pictures or journal, open discussion, ball toss, painting activity
28. Ages 10-18 August NEW LOCATION: Open discussion, ball toss, painting activity
29. Ages 4-9 September NEW LOCATION: Inside Out Feeling Journal, open discussion, movie take home
30. Ages 10-18 September NEW LOCATION: Open discussion, worry box activity, movie take home
31. Ages 4-9 October NEW LOCATION: Halloween theme, Open discussion, "I am" rock activity, journaling homework

32. Ages 10-18 October NEW LOCATION: Halloween theme, Open discussion, "I am" rock activity, journaling homework

33. Ages 4-9 November NEW LOCATION: Open discussion, worry monster activity

34. Ages 10-18 November NEW LOCATION: Share journals, open discussion, proud of yourself activity

35. Ages 4-9 December NEW LOCATION: Christmas/Holiday party

C. Weekly meetings (Monday after 5PM) with Monday-Saturday hours, rotating age groups:

36. Ages 10-18 January NEW LOCATION: Open discussion, broken pot project, share a memory

37. Ages 4-9 January NEW LOCATION: Open discussion, broken pot project, share a memory

38. Ages 4-18 January Tundra Lodge: Swimming night

39. Ages 10-18 January NEW LOCATION: Game night

40. Ages 4-9 February NEW LOCATION: Open discussion, activity jar project, graffiti wall activity

41. Ages 10-18 February NEW LOCATION: Open discussion, graffiti wall activity, random act of kindness homework

42. Ages 4-9 February NEW LOCATION: Open discussion, kindness exercise, random act of kindness homework
43. Ages 10-18 February NEW LOCATION: Open discussion, memory necklace, happy heart homework
44. Ages 4-9 March NEW LOCATION: Movie night
45. Ages 10-18 March NEW LOCATION: Movie night
46. Ages 4-9 March NEW LOCATION: Activity books, open discussion, team building- remove a person but learn how to finish the task without the person
47. Ages 10-18 March NEW LOCATION: Adult coloring books, open discussion, team building- remove a person but learn how to finish the task without the person
48. Ages 4-9 April NEW LOCATION: Worry dolls activity, open discussion, book exchange
49. Ages 10-18 April NEW LOCATION: Bring a friend night, open discussion, blanket making activity
50. Ages 4-9 April NEW LOCATION: Bring a friend night, open discussion, pillow making activity
51. Ages 10-18 April NEW LOCATION: Flower planting night, open discussion, journaling homework
52. Ages 4-9 May NEW LOCATION: Playdough making night, open discussion, book exchange

53. Ages 10-18 May NEW LOCATION: Cooking night, open discussion, book exchange
54. Ages 4-18 May NEW LOCATION: Bird Feeder night, open discussion
55. Ages 4-9 May NEW LOCATION: Open discussion, Fairy "Angel" garden project, homework share a memory
56. Ages 10-18 June NEW LOCATION: Spaghetti Dinner night
57. Ages 4-18 June NEW LOCATION: Paper lanterns night, open discussion, how to help others going through a loss homework
58. Ages 4-18 June DePere Pool: Pool party
59. Ages 10-18 June NEW LOCATION: Helping others talk, open discussion, light rug project
60. Ages 4-9 July NEW LOCATION: Helping others talk, open discussion, picture frame project
61. Ages 10-18 July NEW LOCATION: Open discussion, tablet stand or picture frame project, homework journaling
62. Ages 4-9 July NEW LOCATION: Open discussion, movie night
63. Ages 10-18 July NEW LOCATIONS: Open discussion, movie night
64. Ages 4-18 August: Ashwaubenon Lanes: Bowling night
65. Ages 4-9 August NEW LOCATION: Open discussion, slinky bird feeder project
66. Ages 10-18 August NEW LOCATION: Open discussion, mosaic "broken pieces" picture frame or flower pot.

67. Ages 4-9 August NEW LOCATION: Open discussion, mosaic
"broken pieces" hand print
68. Ages 10-18 September NEW LOCATION: Open discussion, fall
discussion, fall Mason jar project
69. Ages 4-9 September NEW LOCATION: Open discussion, fall
discussion, fall window art project
70. Ages 10-18 September NEW LOCATION: Open discussion, cement
planters project, journaling homework
71. Ages 4-9 September NEW LOCATION: Open discussion, thankful
tree, drawing or journaling new traditions
72. Ages 10-18 October NEW LOCATION: Journaling discussion,
thankful tree, random act of kindness homework
73. Ages 4-18 October Mulberry Farms: Pumpkin picking outing
74. Ages 4-9 October NEW LOCATION: Halloween Costume party, open
discussion, puzzle piece tree project
75. Ages 10-19 October NEW LOCATION: Halloween theme, open
discussion, fall treat project, share a memory homework
76. Ages 4-9 November NEW LOCATION: Open discussion, holidays
discussion, journaling new traditions
77. Ages 10-18 November NEW LOCATION: Canvas painting party
78. Ages 4-9 November NEW LOCATION: Bring a friend day, open
discussion, word rocks project

79. Ages 10-18 November NEW LOCATION: Bring a friend day, open discussion, movie night

80. Ages 4-9 December NEW LOCATION: Open discussion, signs discussion, cardinal handprint project

81. Ages 10-18 December NEW LOCATION: Open discussion, signs discussion, coasters project

82. Ages 4-9 December NEW LOCATION: Open discussion, Christmas candy making night and memory snow globes

83. Ages 10-18 December NEW LOCATION: Open discussion, Christmas candy making night

E. Lunch Friends

F. Counseling Services, awareness and training through the local school systems. Work with the County Counseling programs through the schools for bereavement training and as an emergency resource.

G. Camps: Camp HOPE in Stevens Point in May and October every year.

H. Full-time resource for children who are grieving (by the 3 year mark)

I. Online resources: Facebook page and website.

J. Culinary therapy- cooking classes with therapy included (age 10 and up)

VII. Market Analysis Summary

A. Market Segmentation

Demographics

Main Demographics: Age 4-18, Male & Female, any education

Secondary Demographics: Age 18+, Male & Female, any education, parents

Psychographics

Personal or family concerns in dealing with a loss

Battling through grief

Interested in self help

Geographics

DePere, WI and Green Bay, WI area

Additional Targets:

1. Business to target- Behavioral Health facilities, counseling, funeral homes
2. Needs of the target market is to help others get through a difficult time.
3. Target Market is easiest to reach on Social media- through Facebook, Twitter, Pinterest, Facebook ads, Newspapers, Blogs and word of mouth, and a website.

B. Target Market Segment Strategy

1. Market trends in the self-help industry have grown over the last 10 years (6.1% growth rate according to Marketdata Enterprise Inc.)
2. 1 in 5 children will experience the death of someone close to them by age 18. (Kenneth Doka, Editor of OMEGA, Journal of Death and Dying)

VIII.Strategy and Implementation Summary

A. Fundraising Strategy

1. Cash Donations- setup an online funding page
2. Fundraising
 - A. Golf Outing
 - B. Spaghetti Dinner
 - C. Memory Wall/Walk
 - D. Bowl-a-thon
3. Grants- In the second year
 - A. Grief Reach

B. Funding Forecast

Year 1

Non-Profit startup costs: Incorporate	\$35
Tax Exempt Status Filing fee:	\$850
File to receive contributions:	\$15
Wisconsin Employment Filings	\$20
Material for meetings and activities: (12 meetings * \$20)	\$240

Hope's House Business Plan | 2018

Books for resources: (20 books * \$8)	\$160
Quick Books Software for Accounting	\$120
Total:	\$1,440
Year 2	
Material for meetings and activities: (24 meetings * \$20)	\$480
Books for resources: (20 books * \$8)	\$160
Rent (\$1000 x 6 months)	\$6,000
Utilities (\$500 x 12)	\$6,000
Total:	\$12,640
Year 3	
Material for meetings and activities: (48 meetings * \$20)	\$960
Books for resources: (20 books * \$8)	\$160
Rent (\$1000 x 12 months)	\$12,000
Utilities (\$500 x 12)	\$6,000
Full time Staff (Development Officer, Coaching Director, Assistant, Accountant and any legal fees)	\$150,000
Marketing and Fundraising Budget	\$20,000
Total:	\$189,120
Year 4	
Material for meetings and activities: (96 meetings * \$20)	\$1920
Books for resources: (20 books * \$8)	\$160
Rent (\$1000 x 12 months)	\$12,000
Utilities (\$500 x 12)	\$6,000

Full time Staff (Development Officer, Coaching Director, Assistant, Accountant and any legal fees)	\$150,000
Marketing and Fundraising Budget	\$20,000
Total:	\$190,080

C. Marketing Strategy

Facebook, website, posters and signs in the community, newspaper, tv and radio, word of mouth, funeral homes, churches, hospitals.

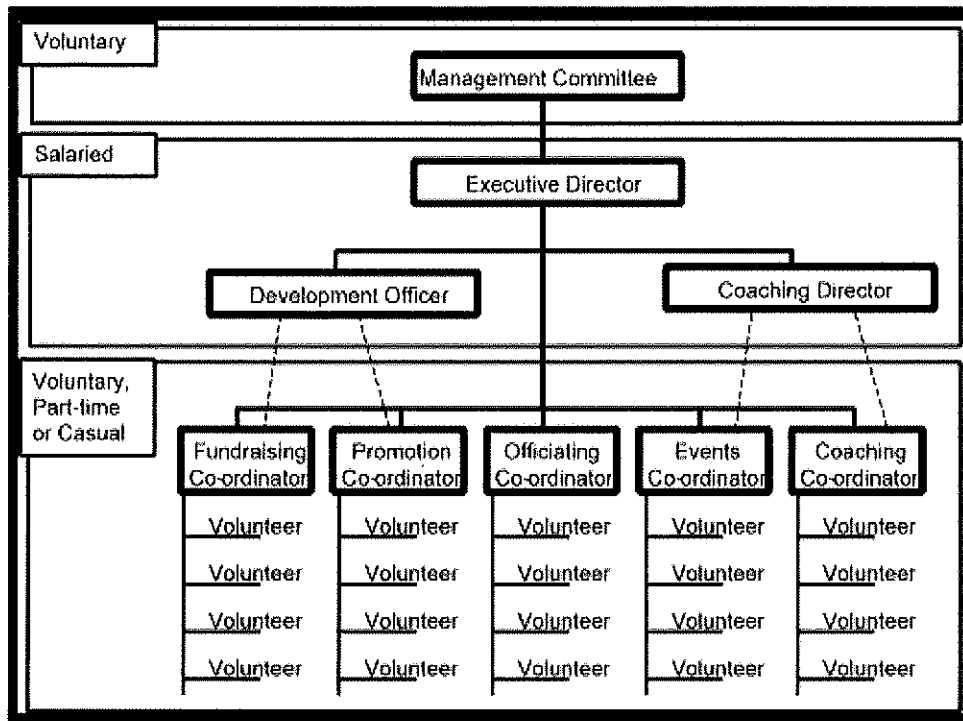
D. Partnering

1. Boys and Girls Club in Fox Valley
2. Camp HOPE in Steven's Point
3. Training through Mourning Cloak in Port Washington

IX. Management Summary

A. Personnel Plan

1. Board of Directors: Volunteer
2. Administration: Development Officer, Coaching Director
3. Coordinators: Fundraising, Promotions, Events, Coaching





City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	BSA Troop 1040 / Green Bay, Wisconsin		
Grant Applicant Name:	Henry Lepak	Email address:	lepaks@sbcglobal.net
Physical Address:	915 N. Broadway, DePere WI 54115		
Phone Number:	920) 336-8881	Alt. Phone Number:	
Date:	May 28, 2018	Program Title:	No-Mow Grass Demonstration on Street Median

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **I** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed \$600.00.

PROJECT OUTLINE

Description:

The project (to be my Eagle Project) is a street median no-mow grass demonstration. On a selected traffic island on Webster Avenue between Lebrun and North Summer Range Streets in De Pere, the grass will be replaced with no-mow grass, genetically engineered to grow at a slower rate than normal grass. A semi-permanent sign will be placed to inform the community of the project. I will also do a simple pay-back analysis, allowing the City of De Pere to consider applying no-mow grass to other medians or other areas of the City.

Once established, no-mow reduces mowing to once or twice a year, and requires little or no watering or fertilization. No-mow grass also reduces pollution from push mowers, used on thin medians such as the one in question, one hour's use of which is approximately equivalent to driving 100 miles in a car. No-mow grass use could save the city time, money, and improve the safety of workers by reducing the amount of mowing needed in high-traffic areas.

Total requested - \$340, as detailed on the following page.

A copy of my eagle scout service proposal is attached and may provide additional detail. Note that the total requested (above) is only a portion of the costs outlined in my BSA proposal, as some of the costs are covered by my other fundraising efforts (for example, I hope to arrange for donated equipment rentals).

1ST GOAL/OBJECTIVE

Description: Prepare area, plant no-mow grass, and maintain grass on median on Webster Street.

1. Prepare (Late August - Early September)
 - Apply herbicide and/or remove sod
 - Till ground
 - Add additional top soil
 2. Seed with No-Mow Grass (September 2018)
 - Plant no-mow seed and mulch area
 - Water median to establish no-mow grass
 3. Maintenance (September - Mid October 2018)
 - Water grass regularly to assure sufficient early growth
- Costs = \$ 270 (seed \$10, herbicide \$15, top soil \$225, straw mulch \$20)

2ND GOAL/OBJECTIVE

Description: Public awareness of no-mow grass

1. Post sign on the median (October 2018)
 2. Post information on City of De Pere website about project (October 2018)
 3. Post flyers/pamphlets at public locations in De Pere (e.g., Kress Family Library, City Hall Building) (October 2018)
- Costs = \$70 (signage \$50, copies \$20)

3RD GOAL/OBJECTIVE

Description: Pay-back analysis of widespread no-mow grass use

1. Based on my accounting of time and materials required for this project (after the work is complete), I will complete a simple pay-back analysis in my final report. The payback analysis may aid the city in making the decision about applying the no-mow grass on other traffic islands or other city-owned property. Note that it may take a full growing season or two for city personnel to determine whether or not the no-mow demonstration plot is successful and suitable to apply elsewhere.

Costs: none

MISCELLANEOUS INFORMATION

Deadlines: Grant application deadline is June 1 or December 1 of each year. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

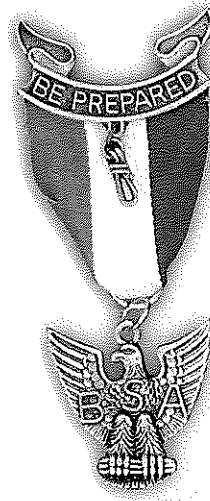
The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative): Henry Lepak Date: 5/29/18

Printed Name (Group Representative): Henry Lepak



Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Henry Steven Lepak

Eagle Scout Service Project Name Urban Street Median No-Mow Grass Demonstration

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than Boy Scouting.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.

Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. ***It provides sufficient opportunity to meet the Eagle Scout service project requirement.*** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. ***It appears to be feasible.*** You must show the project is realistic for you to carry out.
3. ***Safety issues will be addressed.*** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. ***Action steps for further detailed planning are included.*** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. ***You are on the right track with a reasonable chance for a positive experience.***

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the *beginnings* of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are ***strongly encouraged*** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to one another. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Henry Steven Lepak		Birth date: 08-30-01	
Email address: lepaks@sbcglobal.net		BSA PID number*: 121406208	
Address: 915 N Broadway	City: De Pere	State: WI	Zip: 54115
Preferred telephone(s): 920-336-8881		Life board of review date: 05-02-2016	

* BSA PID No., found on the BSA membership card

Current Unit Information

Check one: ☒ Troop ☐ Team ☐ Crew ☐ Ship	Unit Number: 1040
Name of District: Voyageur	Name of Council: Bay Lakes
Unit Leader Check one: ☒ Scoutmaster ☐ Varsity Coach ☐ Crew Advisor ☐ Skipper	
Name: Todd M. Smith	Preferred telephone(s): 920-217-7916
Address: 2685 Beaumont Street	City: Green Bay State: WI Zip: 54301
Email address: todds307@gmail.com	

Unit Committee Chair

Name: Jennifer Welty	Preferred telephone(s): 920-883-0051
Address: W5989 School Forest Lane	City: Crivitz State: WI Zip: 54114
Email address: Jennifer.Welty@prevea.com	

Unit Advancement Coordinator (If your unit has one)

Name: Michelle L. Lueneburg	Preferred telephone(s): 920-217-7916
Address: 2685 Beaumont Street	City: Green Bay State: WI Zip: 54301
Email address: mlueneburg1@new.rr.com	

Project Beneficiary (Name of religious institution, school, or community)

Name: City of De Pere	Preferred telephone(s): 920-339-4050
Address: 335 S. Broadway	City: De Pere State: WI Zip: 54115
Email address: webmaster@mail.de-pere.org	

Project Beneficiary Representative (Name of contact person for the project beneficiary)

Name: Don Melichar	Preferred telephone(s): 920-339-8362
Address: 925 S 6th Street	City: De Pere State: WI Zip: 54115
Email address: dmelichar@mail.de-pere.org	

Your Council Service Center

Contact name: BSA Scout Shop	Preferred telephone(s): 920-438-3999
Address: 1230 Main Street	City: Green Bay State: WI Zip: 54302

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Joyce Goldhahn	Preferred telephone(s): 920-438-3999
Address: 3109 Nicolet Dr	City: Green Bay State: WI Zip: 54311
Email address: jgoldhahn@aol.com	

Project Coach (Your council or district project approval representative may help you learn who this will be.)

Name: Steven W. Lepak	Preferred telephone(s): 920-338-8881
Address: 915 N Broadway	City: De Pere State: WI Zip: 54115
Email address: lepaks@sbcglobal.net	

Attachment: BSA Troop 1040 - Henry Lepak (7070 : Consider Community Service Grant Applications.)

Project Description and Benefit

Briefly describe your project.

The project is a median no-mow grass demonstration project. Grass in one median (traffic island) will be replaced with no-mow grass on Webster Avenue in De Pere between Lebrun and North Summer Range Streets. A semi-permanent sign would be placed to inform the community of the project.

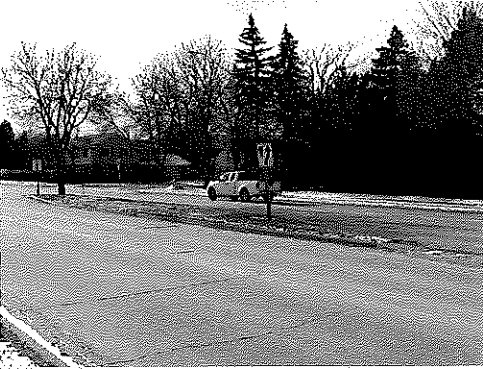
I anticipate two work weekends. One to remove the sod and place new topsoil, the other to plant the no-mow seed, mulch and water.

Once established, no-mow reduces mowing to once or twice per year, and requires little or no watering or fertilization. No-mow reduces pollution from push mowers which are less efficient than cars. On average, the pollution from one hour of grass cutting with a push mower is equivalent to that from driving 100 miles in a passenger vehicle. No-mow grass in medians will also save the city time and money and improve safety of workers who need to mow the current turf grass with busy traffic on each side. Based on my accounting of the time and materials required for this project, as a part of my project report, I will do a simple pay-back analysis for the City of De Pere to consider in applying the no-mow grass to other traffic medians or other appropriate areas of the City that require routine turf grass cutting.

In addition to the site photographs provided below, Appendix A includes a marked-up photoplan of the proposed project location and Appendix B includes some photographs of examples of established no-mow grass plots.

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)



Looking South-Southwest from the East Side of Webster Avenue at the median intended for No-Mow Grass



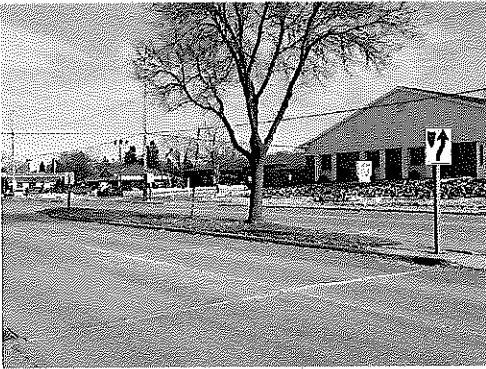
Looking North-Northwest from the East side of Webster Avenue at the Median intended for No-Mow Grass



Looking North from the South end of the median on Webster Avenue



Looking North from the South end of the median in Webster Avenue



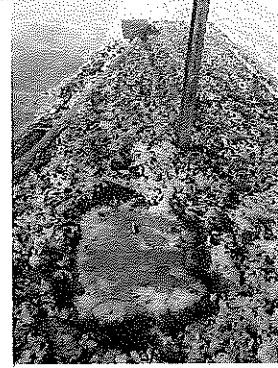
Looking North-Northeast from the West side of Webster Avenue at the median intended for the No-Mow Grass



Looking North from a point on the median in Webster Avenue



Looking North from a point on the median in Webster Avenue



Looking North from a point on the median in Webster Avenue showing existing buried utility box



Looking South from the north end of the median in Webster Avenue.

Looking South from the North end of the median in Webster Avenue

Tell how your project will be helpful to the beneficiary. Why is it needed?

- Public Safety: City workers will not need to mow weekly (can mow once per year); This will help worker safety on busy streets and general safety when mowing is occurring.
- Community Awareness: This pilot project will help the City and residents know that these grasses are available and can positively impact the environment and increase the efficiency of City resources.
- Aesthetic Quality: No-mow grass forms a soft, beautiful carpet of green grass.

When do you plan to begin carrying out your project? August

When do you think your project will be completed? About Oct 15 watering end. I will call the project complete at that time.

Giving Leadership

Approximately how many people will be needed to help on your project? About 4-6 people each (of the two) work day(s).

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

I will recruit people to aid in my project from my troop (1040) and my family and friends.

What do you think will be most difficult about leading them?

The work site will be the most difficult part of leading work on my project. Cars driving by pose as a great hazard to anyone working there unless safety precautions are taken.

Materials

Materials are things that become part of the finished project, such as lumber, nails, and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

- No-mow seed - \$7 / 5 lbs. (Good for 1,000 ft²)
- Herbicide - \$13 / 16 oz. (Good for 3,000 ft²)
- Straw mulch - \$20 / 2 Bales (Good for 1,000 ft²)
- Top soil (Depending upon the result of tilling) - \$225 / 9 yd of topsoil (Good for 1,000 ft²)

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

- Food and Water for Workers - \$55 (Good for six workers)
- Safety Vests for Workers - \$30 / 6 Vests
- Signage - \$50

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

- Tiller rental - \$30 / 2 Hours, \$90 / Day
- Submersible Hose Pump - \$55
- Sod cutter rental - \$50 / 3 Hours, \$75 / Day

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.

What other needs do you think you might encounter?

My project will require assistance from the county in sectioning off the adjoining lanes near the traffic island in question while preparing and planting the grass seed. I am in contact with Paul Fontecchio, the director of public works for Brown County. Mr. Fontecchio has agreed to provide traffic control for my project (free of charge).

I am also hoping to do take a soil sample for more information on how I should plant the No-Mow grass and what fertilizer I should use if any. This will cost about twenty-five dollars.

I have included the cost of herbicide for killing the existing turfgrass, but I plan on cutting the turf out with a sod cutter and disposing of it at the City of De Pere yard waste facility. I will then import topsoil and composte to make up for the soil and turf removed and to level out the site. I have discussed the possibility of mounding the topsoil a bit across the width of the median with the City. This idea will be finalized with the project plan.

The City has indicated that water is available on the traffic island from when a community group used it for plantings on the island. The viability of the use of this water source for watering will be checked out and finalized with the project plan.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

I will need approval from the county to begin my project. A community service grant to fund the project will be submitted in May to the city of De Pere.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter estimated expenses below: (Include sales tax if applicable)		Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.
Materials:	\$265.00	I will apply for a City of De Pere Community Service grant. Submission is due June 1st, 2017.
Supplies:	\$135.00	
Tools:	\$165.00	The totals presented are outlined/detailed in their respective section above.
Other:	\$25.00	
Total costs:	\$590.00	* Note - The materials cost may fluctuate depending upon the project's need for topsoil. The listed price includes the price (\$225) of topsoil to be on the safe side.

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1. Write proposal - (January - May 2018)
2. Finalize proposal and seek approval from Scout troop/Bay Lakes Council - (May 2018)
3. Apply for City of De Pere Community Service grant - (May - June 2018)
4. Finalize project planning form and review with troop leadership - (June - July 2018)
5. Take soil sample and have it tested for drainage and sodium chloride levels - (June - July 2018)
6. Apply herbicide and/or remove sod - (early August 2018)
7. Till ground, plant seed, and mulch - (Late August - early September)

8. Water ground to establish no-mow grass - (Planting day - Mid-October)
9. Project acceptance by City of De Pere - End of growing/watering season - (On or about Oct 15th, weather dependant)
10. Write a final report including photos of finished project - (October - End of this scouting year, June 2019)

Logistics

Check with your council service center to determine if a Tour and Activity Plan is required.

How will you handle transportation of materials, supplies, tools, and helpers? Will you need a Tour and Activity Plan?

The transportation of helpers among my troop can be presumed to have their own transportation to and from the site of the project. For transporting myself and any materials, I can use my father's and brother's vehicles.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns you and your helpers should be aware of.

The main safety concern is the flow of traffic around the island during work. The danger imposed by this will be reduced by the county's aid in closing off the lanes adjacent to the traffic island, but workers must still be on their guard. I will hold a safety meeting with all workers at the start of each work day outlining my safety plan for performing the work. All those on site will be required to wear a safety vest.

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."

- Apply for city Community service grant
- Obtain materials necessary for project (No-Mow Grass seed, tools, etc.)
- Kill and/or remove the grass currently residing upon the traffic island
- Add topsoil, compact and contour and plant/mulch of the No-Mow Grass seed
- Water the plot to establish the grass
- Review care instructions on No-Mow grass from Prairie Nursery and talk with staff about maintenance

Candidate's Promise*

Sign below before you seek the other approvals for your proposal.

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed _____

Date _____

* Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

Unit Leader Approval*

I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.

Signed _____

Date _____

Name (Printed) _____

Unit Committee Approval*

This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.

Signed _____

Date _____

Name (Printed) _____

Beneficiary Approval*

This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fund raising he conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.

Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."

☐ Yes

☐ No

Signed _____

Date _____

Name (Printed) _____

Council or District Approval

I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the *Guide to Advancement*, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and further encourage him to share it with a project coach who has been designated for him.

Signed _____

Date _____

Name (Printed) _____

While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (). Council or district approval, however, must come after the others.

APPENDIX A

Proposed Project Location Photoplan

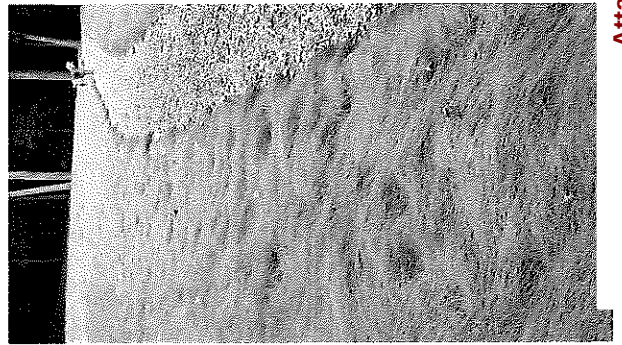
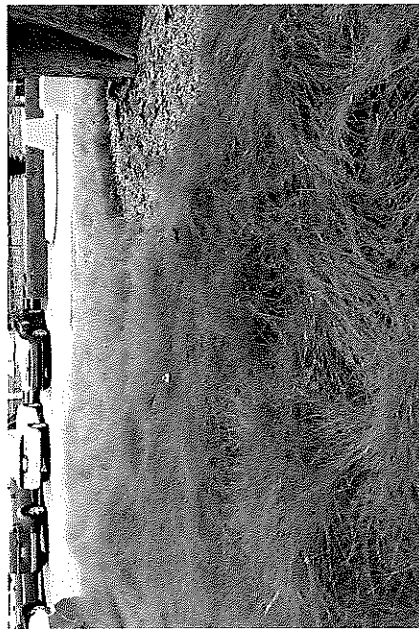
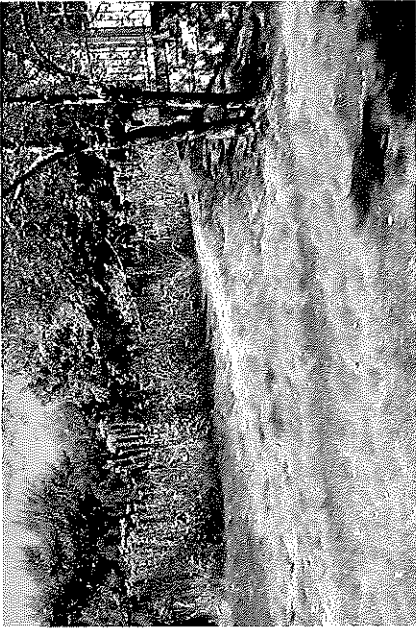
Attachment: BSA Troop 1040 - Henry Lepak (7070 : Consider Community Service Grant Applications.)



Attachment: BSA Troop 1040 - Henry Lepak (7070 : Consider Community Service Grant Applications.)

APPENDIX B

Examples of Established No-Mow Grass Plots



Examples of Established No-Mow Grass Plots

photographs courtesy of
Prairie Nursery
Westfield, Wisconsin

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Carey Danen

SUBJECT: Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage & "Class B" Intoxicating Liquor License for Re-Serve Capacity & Supply LLC (DBA The Longbranch), 334 Main Av. Submitted by Re-Serve Capacity & Supply LLC, Agent: Kevin Alan Bauer, De Pere, WI. (previously tabled).

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, "Class A" Cider Licenses, Class "B" Fermented Malt Beverage Licenses, and "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2018 to June 30, 2019.

ATTACHMENTS:

- Liquor License Renewal List_6-19-18 (PDF)

JUNE 19, 2018 LICENSE COMMITTEE MEETING

Renewal Applications for Class “A” Fermented Malt Beverage Licenses, “Class A” Intoxicating Liquor Licenses, “Class A” Cider Licenses, Class “B” Fermented Malt Beverage Licenses, and “Class B” Intoxicating Liquor Licenses for the licensing period of July 1, 2018 to June 30, 2019.

CLASS “A” BEER & “CLASS A” CIDER

- 1) Shopko Stores Operating Co LLC (DBA Shopko #5), 230 N Wisconsin St. Submitted by Shopko Stores Operating Co LLC, Agent: Thomas Schumacher, Wrightstown, WI.

CLASS “A” BEER & “CLASS A” LIQUOR

- 1) Ganesh Enterprise (DBA Reid St Mobil), 401 Reid St. Submitted by Ganesh Enterprise, Agent: Pradip A. Patel, De Pere, WI.
- 2) Waseda Farms LLC (DBA Waseda Farms Market), 330 Reid St. Submitted by Waseda Farms LLC, Agent: Matthew Lutsey, De Pere, WI.
- 3) The Wine Cellar II (DBA Wine Cellar/Craft Beer Spot), 813 Main Av. Submitted by The Wine Cellar II, Agent: Dale Michael Dombroski, De Pere, WI.

CLASS “B” BEER & “CLASS B” LIQUOR

- 1) Harp & Eagle Ltd (DBA Chateau De Pere/Chateau Café), 201 James St. Submitted by Harp & Eagle Ltd, Agent: Dennis Radtke, Sheboygan, WI.
- 2) Hoffman Investments Inc (DBA Old No. 7), 121 N 10th St. Submitted by Hoffman Investments Inc, Agent: Raymond Hoffman, De Pere, WI.
- 3) Pasquale’s International Café LLC (DBA Pasquale’s International Café), 305 Main Av. Submitted by Pasquale’s International Café LLC, Agent: Jennifer Lynn Chevalier, De Pere, WI.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 06-19-18 (PDF)

CITY OF DE PERE
License Committee - June 19, 2018

Previously Tabled Operator License Applications	
1	MAUS, LAURA A.
2	STEFFEN, ANDY C.

Temporary Operator License Applications	
1	KUEHL, MICHAEL

Renewal Operator License Applications for the 2018-2020 Licensing Period	
1	BIELSKI, MARIA L.
2	BOLDT, CHRISTOPHER S.
3	BURROWS, MELISSA S.
4	CAIN, MARY F.
5	CASHMAN, DEBORAH L.
6	CLARK, CHRISTINE A.
7	COLLINS, MARA C.
8	COUILLARD, THERESA L.
9	DANFIELD, LINDA L.
10	DEGAYNER, CRYSTAL M.
11	DONOHUE, STEPHANIE M.
12	DUGRE, SHAWN J.
13	EISCH, LIAM R.
14	EWERT, LUKE J.
15	FEEST, JAMIE L.
16	FELTHEIM, ANDREW L.
17	FRANZ, MICHAEL T.
18	FRENCH, ROBYN M.
19	FRIES, CHARLES J.
20	GAJESKI, DENISE A.
21	GAUTHIER, MARK D.
22	GIANNUNZIO, KELLY M.
23	GLATZ, SHARON M.
24	GOHEEN, DIANNE E.
25	HAEBIG, BRITTANY L.
26	HARRELL, STEVEN
27	HEINE, TONI L.
28	HERVAS, MORGAN E.
29	HILLESHEIM, QUINLAN L.
30	HUCEK, HOLLY J.
31	HURST, MICHAEL J.
32	JACKSON, CASSANDRA L.
33	JACKSON, LORI M.
34	JOHNSTON, TAMMY L.

Attachment: 06-19-18 (7068 : Operator License Applications.)

35	KARABUSH, WENDY A.
36	KING, JOANN M.
37	LEONARD, SEAN M.
38	LEWIS, LORI A.
39	LOPEZ, JACQUELINE L.
40	LUECKE-VANDYKE, LINDA S.
41	LUISIER, LORRAINE M.
42	MACCO, MARY C.
43	MAXWELL, JORDAN R.
44	MCGUIRE, BRIANNA M.
45	NELSON, ASHLEY A.
46	NEUGENT, REBECCA L.
47	NIKOLAY, LAURA L.
48	PEARCE, MICHELLE L.
49	PINCHARD, ASHLEY N.
50	POLOMIS, CARRIE R.
51	REINHARD, AARON R.
52	RENARD, CHERYL A.
53	ROBERTS, BENJAMIN D.
54	SARENICH, DEVIN T.
55	SCHULLER, CHERYL B.
56	SMALLS, MICHELLE A.
57	SOULIS, MARCUS D.
58	STANEK, WHITNEY J.
59	STEPHANI, MARY J.
60	STERLETSKE, NANCY L.
61	STERLETSKE, WILLIAM P.
62	STROOBANTS, JULIE A.
63	VANDEHEI, AMY J.
64	VOLKMAN, LAURA M.
65	WILMET, BENJAMIN J.
66	ZEITLER, PATRICIA J.

New Operator License Applications for the 2018-2020 Licensing Period	
1	BREIER, LINDSAY L.
2	BUNNELL, JEFFREY D.
3	CAREW, MORGAN E.
4	COLWELL, JESSICA L.
5	COSTELLO, FLOYD S.
6	DEMENTER, JORDAN A.
7	HAMILTON, SARAH L.
8	JACQUES, MICHELLE M.
9	JELINSKI, TIMOTHY J.
10	JOHNSTON, BLAKE A.
11	LEGAULT, ANDREW J.

12	MAUS, TRISTAN C.
13	MICKE, JACOB
14	POLEY, NICOLE M.
15	RESS, CHERYL L.
16	SKENANDORE, ERIKA L.
17	STANASZAK, CAROL M.
18	STENGER, NICHOLAS E.
19	VANDEHEI, CALLISTA L.
20	WARAX, JUSTIN A.
21	WENNINGER, DANIEL L.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 6-19-18 VOUCHERS (PDF)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6426	ACL I-A6616-201805-0	ACL	R	6/19/2018		82.80CR	085638	82.80
7759	ADORAMA I-22027911 I-22033003	ADORAMA ADORAMA	R R	6/19/2018 6/19/2018		1,230.85CR 169.95CR	085639 085639	 1,400.80
7583	ADVANCE AUTO PARTS I-6339-256527	ADVANCE AUTO PARTS	R	6/19/2018		16.54CR	085640	16.54
6802	ADVANCED DISPOSAL I-B80000623767	ADVANCED DISPOSAL	R	6/19/2018		313.10CR	085641	313.10
0302	AIRGAS USA LLC I-9076348005 I-9953410279 I-9953410280 I-9953410281	AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC AIRGAS USA LLC	R R R R	6/19/2018 6/19/2018 6/19/2018 6/19/2018		86.85CR 408.41CR 147.15CR 208.52CR	085642 085642 085642 085642	 850.93
0007	AMBROSIUS SALES & SERVICE I-1944 I-1945 I-3264	AMBROSIUS SALES & SERVICE AMBROSIUS SALES & SERVICE AMBROSIUS SALES & SERVICE	R R R	6/19/2018 6/19/2018 6/19/2018		319.00CR 294.29CR 295.92CR	085643 085643 085643	 909.21
7507	DEBORAH ARMBRUSTER I-201806128350 I-201806128351	DEBORAH ARMBRUSTER DEBORAH ARMBRUSTER	R R	6/19/2018 6/19/2018		65.85CR 30.56CR	085644 085644	 96.41
1781	ASPHALT SEAL & REPAIR INC I-18-13 (1)	ASPHALT SEAL & REPAIR INC	R	6/19/2018		80,197.30CR	085645	80,197.30
2997	ATLAS OUTFITTERS ATR I-13347	ATLAS OUTFITTERS ATR	R	6/19/2018		76.50CR	085646	76.50
5604	AURORA BAYCARE MED CTR LLC I-KY143	AURORA BAYCARE MED CTR LLC	R	6/19/2018		4,472.00CR	085647	4,472.00
1698	B A T I I-4898	B A T I	R	6/19/2018		139.00CR	085648	139.00
0442	BADGER LABORATORIES & ENGINEERING I-18-1937	BADGER LABORATORIES & ENGINEER	R	6/19/2018		40.00CR	085649	40.00

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0019	BADGER POPCORN & CONC	SUPPLY INC						
	I-421187	BADGER POPCORN & CONC SUPPLY I	R	6/19/2018		579.20CR	085650	
	I-421188	BADGER POPCORN & CONC SUPPLY I	R	6/19/2018		549.30CR	085650	1,128.50
0020	BADGERLAND PRINTING INC							
	I-31542	BADGERLAND PRINTING INC	R	6/19/2018		617.00CR	085651	
	I-31548	BADGERLAND PRINTING INC	R	6/19/2018		44.00CR	085651	
	I-31571	BADGERLAND PRINTING INC	R	6/19/2018		337.00CR	085651	
	I-31573	BADGERLAND PRINTING INC	R	6/19/2018		15.00CR	085651	
	I-31598	BADGERLAND PRINTING INC	R	6/19/2018		163.08CR	085651	1,176.08
0027	BAY TOWEL INC							
	I-2625111	BAY TOWEL INC	R	6/19/2018		98.94CR	085652	
	I-2627689	BAY TOWEL INC	R	6/19/2018		163.22CR	085652	
	I-2627703	BAY TOWEL INC	R	6/19/2018		88.45CR	085652	
	I-2629539	BAY TOWEL INC	R	6/19/2018		98.94CR	085652	449.55
4784	BEACON ATHLETICS							
	I-490815-IN	BEACON ATHLETICS	R	6/19/2018		1,080.00CR	085653	1,080.00
6473	BEAVER OF WISCONSIN INC							
	I-97255	BEAVER OF WISCONSIN INC	R	6/19/2018		318.50CR	085654	318.50
0033	BIRDSEYE DAIRY INC							
	I-72193	BIRDSEYE DAIRY INC	R	6/19/2018		637.08CR	085655	
	I-72195	BIRDSEYE DAIRY INC	R	6/19/2018		685.94CR	085655	
	I-72196	BIRDSEYE DAIRY INC	R	6/19/2018		557.82CR	085655	1,880.84
6849	BONGERS, ERIN							
	I-201806128352	BONGERS, ERIN	R	6/19/2018		138.23CR	085656	138.23
0649	BRAUER SUPPLY & EQUIPMENT							
	I-2018109	BRAUER SUPPLY & EQUIPMENT	R	6/19/2018		395.23CR	085657	395.23
6751	BRIDGEPORT MFG. INC.							
	I-10696-00	BRIDGEPORT MFG. INC.	R	6/19/2018		156.34CR	085658	156.34
0038	BROADWAY AUTOMOTIVE INC							
	I-416333P	BROADWAY AUTOMOTIVE INC	R	6/19/2018		41.87CR	085659	
	I-418214P	BROADWAY AUTOMOTIVE INC	R	6/19/2018		34.58CR	085659	
	I-899557P	BROADWAY AUTOMOTIVE INC	R	6/19/2018		114.51CR	085659	
	I-899933P	BROADWAY AUTOMOTIVE INC	R	6/19/2018		49.73CR	085659	
	I-904841	BROADWAY AUTOMOTIVE INC	R	6/19/2018		1,811.67CR	085659	2,052.36

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6967	BROCK WHITE COMPANY LLC I-12900522-00	BROCK WHITE COMPANY LLC	R	6/19/2018		509.76CR	085660	509.76
0039	BROOKS TRACTOR INC I-D63807	BROOKS TRACTOR INC	R	6/19/2018		36.19CR	085661	36.19
2944	BROWN COUNTY JAIL I-201806128353	BROWN COUNTY JAIL	R	6/19/2018		1,520.00CR	085662	1,520.00
0044	BROWN COUNTY REGISTER OF DEEDS I-201806128354	BROWN COUNTY REGISTER OF DEEDS	R	6/19/2018		60.00CR	085663	60.00
6061	CARRICO AQUATIC RESOURCES INC I-20181843	CARRICO AQUATIC RESOURCES INC	R	6/19/2018		5,250.00CR	085664	5,250.00
7021	CARSTAR WILSON AUTO COLLISION GREEN BAY I-31789	CARSTAR WILSON AUTO COLLISION	R	6/19/2018		3,335.90CR	085665	3,335.90
0536	CDW GOVERNMENT INC I-MTS9028	CDW GOVERNMENT INC	R	6/19/2018		195.46CR	085666	195.46
6575	CEDAR CORP I-96095	CEDAR CORP	R	6/19/2018		900.00CR	085667	900.00
6561	CLARK, KEVIN I-201806128355	CLARK, KEVIN	R	6/19/2018		318.13CR	085668	318.13
2708	CLEANING SOLUTION SERVICES INC I-17196	CLEANING SOLUTION SERVICES INC	R	6/19/2018		625.00CR	085669	625.00
7639	CORE & MAIN LP C-I945642 I-I783500 I-I945784	CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP CORE & MAIN LP	R R R	6/19/2018 6/19/2018 6/19/2018		609.00 230.00CR 690.00CR	085670 085670 085670	 311.00
0217	COUNTRY VISIONS COOPERATIVE I-201806128356	COUNTRY VISIONS COOPERATIVE	R	6/19/2018		4.47CR	085671	4.47
3802	D & D LANDSCAPING & NURSERY INC I-201806128357	D & D LANDSCAPING & NURSERY IN	R	6/19/2018		204.00CR	085672	204.00
1648	DE PERE HISTORICAL SOCIETY I-201806128358	DE PERE HISTORICAL SOCIETY	R	6/19/2018		5,050.00CR	085673	5,050.00

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 4

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

VENDOR SET: 01

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6946	DEAN ENTERPRISES LLC I-D-71081	DEAN ENTERPRISES LLC	R	6/19/2018		97.89CR	085674	97.89
3590	LAWRENCE DELO I-201806128359	LAWRENCE DELO	R	6/19/2018		36.61CR	085675	36.61
0075	DIGGERS HOTLINE INC I-180 5 36401	DIGGERS HOTLINE INC	R	6/19/2018		895.79CR	085676	895.79
7760	DIGITAL COMBUSTION INC I-40675538	DIGITAL COMBUSTION INC	R	6/19/2018		500.00CR	085677	500.00
6030	DISCOUNT SCHOOL SUPPLY I-P36948200001	DISCOUNT SCHOOL SUPPLY	R	6/19/2018		43.22CR	085678	43.22
0085	EMERGENCY MEDICAL PRODUCTS INC I-1989235	EMERGENCY MEDICAL PRODUCTS INC	R	6/19/2018		183.33CR	085679	183.33
0086	ERC INC I-ERC-0518-6295	ERC INC	R	6/19/2018		429.00CR	085680	429.00
7422	EXCEL UNDERGROUND LLC I-6093	EXCEL UNDERGROUND LLC	R	6/19/2018		8,853.95CR	085681	8,853.95
0091	FASTENAL COMPANY I-WIGRE364575	FASTENAL COMPANY	R	6/19/2018		19.22CR	085682	19.22
2627	FESTIVAL FOODS INC I-98058-51	FESTIVAL FOODS INC	R	6/19/2018		125.00CR	085683	125.00
0096	FIRE APPARATUS & EQUIPMENT INC I-17949	FIRE APPARATUS & EQUIPMENT INC	R	6/19/2018		261.11CR	085684	261.11
0200	FIRST SUPPLY LLC I-11145350-00	FIRST SUPPLY LLC	R	6/19/2018		149.62CR	085685	149.62
0097	FIVE ALARM INC I-177336-1	FIVE ALARM INC	R	6/19/2018		84.50CR	085686	84.50
0105	FOX SPECIALITY COMPANY I-38341 I-38429	FOX SPECIALITY COMPANY FOX SPECIALITY COMPANY	R R	6/19/2018 6/19/2018		395.00CR 286.08CR	085687 085687	 681.08

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 5

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7220	FOX WISCONSIN HERITAGE PARKWAY I-201806128360	FOX WISCONSIN HERITAGE PARKWAY	R	6/19/2018		250.00CR	085688	250.00
3655	FUN EXPRESS LLC I-690126266-01	FUN EXPRESS LLC	R	6/19/2018		56.28CR	085689	56.28
0111	GAT SUPPLY INC I-331438-1	GAT SUPPLY INC	R	6/19/2018		54.88CR	085690	54.88
6472	GIESE, BENJAMIN S I-201806128361	GIESE, BENJAMIN S	R	6/19/2018		179.34CR	085691	179.34
2544	GLOBAL RECOGNITION INC I-176656	GLOBAL RECOGNITION INC	R	6/19/2018		50.10CR	085692	50.10
5830	GRAEF INC I-97863	GRAEF INC	R	6/19/2018		2,392.50CR	085693	2,392.50
0116	GRAINGER INC I-9792489404 I-9795092635	GRAINGER INC GRAINGER INC	R R	6/19/2018 6/19/2018		13.56CR 567.36CR	085694 085694	 580.92
2947	MATTHEW GUTH I-201806128362	MATTHEW GUTH	R	6/19/2018		362.40CR	085695	362.40
4902	HALRON LUBRICANTS INC C-999432-00 I-1000101-00 I-999041-00 I-999181-00 I-999274-00	HALRON LUBRICANTS INC HALRON LUBRICANTS INC HALRON LUBRICANTS INC HALRON LUBRICANTS INC HALRON LUBRICANTS INC	R R R R R	6/19/2018 6/19/2018 6/19/2018 6/19/2018 6/19/2018		20.00 94.42CR 55.36CR 476.53CR 95.00CR	085696 085696 085696 085696 085696	 701.31
0446	HAWKINS INC I-4283878 I-4283879	HAWKINS INC HAWKINS INC	R R	6/19/2018 6/19/2018		288.44CR 40.00CR	085697 085697	 328.44
7208	HOLIDAY WHOLESALE I-8635226 I-8635227	HOLIDAY WHOLESALE HOLIDAY WHOLESALE	R R	6/19/2018 6/19/2018		350.01CR 303.90CR	085698 085698	 653.91
5674	HOME TEAM SPORTS & APPAREL INC I-35136 I-35341	HOME TEAM SPORTS & APPAREL INC HOME TEAM SPORTS & APPAREL INC	R R	6/19/2018 6/19/2018		386.80CR 383.75CR	085699 085699	 770.55

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 6

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6589	HSBS EWD I-201806128363	HSBS EWD	R	6/19/2018		46.50CR	085700	46.50
5484	HYDROCORP INC I-47623-IN I-47804-IN	HYDROCORP INC HYDROCORP INC	R R	6/19/2018 6/19/2018		2,876.00CR 2,309.00CR	085701 085701	5,185.00
6342	IDEA DINER I-30004518	IDEA DINER	R	6/19/2018		482.00CR	085702	482.00
1399	INDOFF INC I-3107569 I-3109157 I-3112346 I-3113183 I-3113473 I-3113906	INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R R R R R R	6/19/2018 6/19/2018 6/19/2018 6/19/2018 6/19/2018 6/19/2018		47.06CR 103.53CR 92.00CR 251.96CR 136.06CR 96.99CR	085703 085703 085703 085703 085703 085703	727.60
2602	JOSSART BROTHERS INC I-750	JOSSART BROTHERS INC	R	6/19/2018		1,461.00CR	085704	1,461.00
7620	JT ENGINEERING INC I-180014-03	JT ENGINEERING INC	R	6/19/2018		17,944.00CR	085705	17,944.00
1276	JX ENTERPRISES INC I-1438285P I-1439422P I-1439627P	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R R R	6/19/2018 6/19/2018 6/19/2018		135.41CR 393.24CR 2,219.99CR	085706 085706 085706	2,748.64
0153	LAFORCE INC I-1066000	LAFORCE INC	R	6/19/2018		17.00CR	085707	17.00
7737	GRACE LAHTELA I-201806128364	GRACE LAHTELA	R	6/19/2018		18.99CR	085708	18.99
7761	CHELSEA LAPPIN I-201806128365	CHELSEA LAPPIN	R	6/19/2018		271.00CR	085709	271.00
6587	SHANA LEDVINA I-201806128366	SHANA LEDVINA	R	6/19/2018		24.70CR	085710	24.70
7444	SARA LORNSON I-201806128367	SARA LORNSON	R	6/19/2018		86.14CR	085711	86.14

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 7

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0169	MC MONAGLE LUMBER CO INC							
	I-73587	MC MONAGLE LUMBER CO INC	R	6/19/2018		57.00CR	085712	57.00
0173	MENARDS INC							
	I-27710	MENARDS INC	R	6/19/2018		142.65CR	085713	
	I-28331	MENARDS INC	R	6/19/2018		4.98CR	085713	
	I-28356	MENARDS INC	R	6/19/2018		16.65CR	085713	
	I-28410	MENARDS INC	R	6/19/2018		41.94CR	085713	
	I-28538	MENARDS INC	R	6/19/2018		63.13CR	085713	
	I-28557	MENARDS INC	R	6/19/2018		129.90CR	085713	
	I-28654	MENARDS INC	R	6/19/2018		20.98CR	085713	
	I-28751	MENARDS INC	R	6/19/2018		10.98CR	085713	
	I-28789	MENARDS INC	R	6/19/2018		35.95CR	085713	
	I-28838	MENARDS INC	R	6/19/2018		30.13CR	085713	
	I-28842	MENARDS INC	R	6/19/2018		34.75CR	085713	
	I-28914	MENARDS INC	R	6/19/2018		33.95CR	085713	
	I-29000	MENARDS INC	R	6/19/2018		35.98CR	085713	
	I-29096	MENARDS INC	R	6/19/2018		15.56CR	085713	
	I-29099	MENARDS INC	R	6/19/2018		69.82CR	085713	
	I-29108	MENARDS INC	R	6/19/2018		52.96CR	085713	
	I-29235	MENARDS INC	R	6/19/2018		199.96CR	085713	
	I-29271	MENARDS INC	R	6/19/2018		5.38CR	085713	945.65
VOID	VOID CHECK		V	6/19/2018			085714	**VOID**
7194	METAL STORM							
	I-60073	METAL STORM	R	6/19/2018		630.00CR	085715	630.00
2872	MR OUTBOARD'S WATERSPORTS							
	I-201806128368	MR OUTBOARD'S WATERSPORTS	R	6/19/2018		78.00CR	085716	78.00
0183	MUNICIPAL TREASURERS ASSOC OF WI							
	I-201806128369	MUNICIPAL TREASURERS ASSOC OF	R	6/19/2018		55.00CR	085717	55.00
3191	NCI							
	I-AT11826	NIELSON COMMUNICATIONS INC	R	6/19/2018		49.90CR	085718	49.90
0531	NORTHEAST AUTO PARTS INC							
	I-331087	NORTHEAST AUTO PARTS INC	R	6/19/2018		19.98CR	085719	
	I-331116	NORTHEAST AUTO PARTS INC	R	6/19/2018		188.78CR	085719	
	I-331196	NORTHEAST AUTO PARTS INC	R	6/19/2018		27.98CR	085719	
	I-331201	NORTHEAST AUTO PARTS INC	R	6/19/2018		29.88CR	085719	
	I-331252	NORTHEAST AUTO PARTS INC	R	6/19/2018		8.87CR	085719	
	I-331352	NORTHEAST AUTO PARTS INC	R	6/19/2018		24.56CR	085719	
	I-331357	NORTHEAST AUTO PARTS INC	R	6/19/2018		5.49CR	085719	
	I-331420	NORTHEAST AUTO PARTS INC	R	6/19/2018		19.43CR	085719	
	I-331452	NORTHEAST AUTO PARTS INC	R	6/19/2018		45.09CR	085719	
	I-331454	NORTHEAST AUTO PARTS INC	R	6/19/2018		5.49CR	085719	375.55

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 8

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3250	NORTHERN LAKE SERVICE							
	I-333594	NORTHERN LAKE SERVICE	R	6/19/2018		488.70CR	085720	
	I-334945	NORTHERN LAKE SERVICE	R	6/19/2018		488.70CR	085720	977.40
0187	NSIGHT TELS SERVICES							
	I-201806128370	NSIGHT TELS SERVICES	R	6/19/2018		64.40CR	085721	64.40
1	O'BRIEN, ROBERT & KATHLEEN							
	I-201806128371	MAI	R	6/19/2018		75.00CR	085722	75.00
5222	P J KORTENS & CO INC							
	I-10020535	P J KORTENS & CO INC	R	6/19/2018		845.00CR	085723	845.00
0197	PACKER CITY INTERNATIONAL INC							
	I-X101083964:01	PACKER CITY INTERNATIONAL INC	R	6/19/2018		34.36CR	085724	
	I-X101086107:01	PACKER CITY INTERNATIONAL INC	R	6/19/2018		25.77CR	085724	
	I-X101087370:01	PACKER CITY INTERNATIONAL INC	R	6/19/2018		42.95CR	085724	
	I-X101087800:01	PACKER CITY INTERNATIONAL INC	R	6/19/2018		224.85CR	085724	327.93
7755	PACKERLAND BUSINESS EQUIPMT CORP							
	I-201806128372	PACKERLAND BUSINESS EQUIPMT CO	R	6/19/2018		167.00CR	085725	167.00
4476	PAUL CONWAY SHIELDS CORP							
	I-423192-IN	PAUL CONWAY SHIELDS CORP	R	6/19/2018		11,892.50CR	085726	11,892.50
3401	PETERS CONCRETE COMPANY INC							
	I-18-04 (2)	PETERS CONCRETE COMPANY INC	R	6/19/2018		217,827.86CR	085727	217,827.86
0208	POMP'S TIRE SERVICE INC							
	I-90048210	POMP'S TIRE SERVICE INC	R	6/19/2018		642.20CR	085728	
	I-90048361	POMP'S TIRE SERVICE INC	R	6/19/2018		23.45CR	085728	
	I-90048436	POMP'S TIRE SERVICE INC	R	6/19/2018		138.95CR	085728	804.60
1246	PREVEA HEALTH							
	I-116089	PREVEA HEALTH	R	6/19/2018		64.05CR	085729	
	I-116132	PREVEA HEALTH	R	6/19/2018		77.70CR	085729	141.75
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-548095	PROFESSIONAL SERVICE INDUSTRIE	R	6/19/2018		3,083.50CR	085730	3,083.50
6948	RAY'S TIRE							
	I-3-49913	RAY'S TIRE	R	6/19/2018		1,277.22CR	085731	1,277.22

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 9

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0227	REINDERS INC I-1736555-00	REINDERS INC	R	6/19/2018		393.51CR	085732	393.51
2604	RIESTERER & SCHNELL INC I-1357782	RIESTERER & SCHNELL INC	R	6/19/2018		68.34CR	085733	68.34
0158	ROBERT E LEE & ASSOCIATES INC I-73710 I-73762 I-73795	ROBERT E LEE & ASSOCIATES INC ROBERT E LEE & ASSOCIATES INC ROBERT E LEE & ASSOCIATES INC	R R R	6/19/2018 6/19/2018 6/19/2018		137.50CR 989.75CR 1,500.00CR	085734 085734 085734	 2,627.25
2638	THOMAS A SCHRANK I-201806138377	THOMAS A SCHRANK	R	6/19/2018		351.25CR	085735	351.25
3836	SCHROEDER'S FLOWERS I-147357	SCHROEDER'S FLOWERS	R	6/19/2018		5,428.00CR	085736	5,428.00
7762	SMITHGROUP JJR I-131200	SMITHGROUP JJR	R	6/19/2018		16,987.50CR	085737	16,987.50
0252	SOUTHSIDE TIRE CO INC I-3071558	SOUTHSIDE TIRE CO INC	R	6/19/2018		22.00CR	085738	22.00
0999	STAPLES ADVANTAGE I-3378724135	STAPLES ADVANTAGE	R	6/19/2018		95.00CR	085739	95.00
4094	STATE BAR OF WISCONSIN I-201806128373 I-5044672	STATE BAR OF WISCONSIN STATE BAR OF WISCONSIN	R R	6/19/2018 6/19/2018		116.10CR 40.89CR	085740 085740	 156.99
1528	TEAM APPAREL & SPECIALTIES INC I-109615	TEAM APPAREL & SPECIALTIES INC	R	6/19/2018		60.00CR	085741	60.00
0268	TRUCK EQUIPMENT INC I-797176-00 I-797282-00	TRUCK EQUIPMENT INC TRUCK EQUIPMENT INC	R R	6/19/2018 6/19/2018		353.20CR 606.00CR	085742 085742	 959.20
6900	TURRIFF PLUMBING INC. I-9081	TURRIFF PLUMBING INC.	R	6/19/2018		3,624.50CR	085743	3,624.50
0417	TWEET GAROT MECHANICAL INC I-60161 I-60380 I-60798	TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC TWEET GAROT MECHANICAL INC	R R R	6/19/2018 6/19/2018 6/19/2018		221.00CR 221.00CR 417.50CR	085744 085744 085744	 859.50

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 10

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

VENDOR SET: 01

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0416	TWIRL SEWER SERVICE							
	I-24284	TWIRL SEWER SERVICE	R	6/19/2018		113.00CR	085745	113.00
0272	UNIFORM SHOPPE INC							
	I-269358	UNIFORM SHOPPE INC	R	6/19/2018		27.95CR	085746	
	I-271758	UNIFORM SHOPPE INC	R	6/19/2018		141.85CR	085746	
	I-277092	UNIFORM SHOPPE INC	R	6/19/2018		66.45CR	085746	
	I-277093	UNIFORM SHOPPE INC	R	6/19/2018		62.45CR	085746	
	I-277448	UNIFORM SHOPPE INC	R	6/19/2018		159.80CR	085746	
	I-277496	UNIFORM SHOPPE INC	R	6/19/2018		293.80CR	085746	
	I-277498	UNIFORM SHOPPE INC	R	6/19/2018		119.60CR	085746	
	I-277506	UNIFORM SHOPPE INC	R	6/19/2018		97.90CR	085746	
	I-277553	UNIFORM SHOPPE INC	R	6/19/2018		107.85CR	085746	
	I-277581	UNIFORM SHOPPE INC	R	6/19/2018		37.95CR	085746	
	I-277679	UNIFORM SHOPPE INC	R	6/19/2018		257.80CR	085746	1,373.40
7757	VAN ERT ELECTRIC CO INC							
	I-18903	VAN ERT ELECTRIC CO INC	R	6/19/2018		668.84CR	085747	668.84
0277	VAN'S FIRE & SAFETY INC							
	I-4111170	VAN'S FIRE & SAFETY INC	R	6/19/2018		25.00CR	085748	25.00
7210	VANDEN PLAS SANITATION INC.							
	I-35375	VANDEN PLAS SANITATION INC.	R	6/19/2018		123.60CR	085749	123.60
1355	RONALD J VANPRICE							
	I-201806138378	RONALD J VANPRICE	R	6/19/2018		167.46CR	085750	167.46
3724	VISU-SEWER CLEAN & SEAL INC							
	I-18-03 (1)	VISU-SEWER CLEAN & SEAL INC	R	6/19/2018		5,700.00CR	085751	5,700.00
0238	WAUSAU EQUIPMENT CO INC							
	I-6187684	WAUSAU EQUIPMENT CO INC	R	6/19/2018		144.16CR	085752	144.16
6728	WEILER APPRAISAL INC							
	I-2018013	WEILER APPRAISAL INC	R	6/19/2018		1,200.00CR	085753	1,200.00
2645	WI DEPT OF JUSTICE							
	I-201806128374	WI DEPT OF JUSTICE	R	6/19/2018		63.00CR	085754	
	I-201806128375	WI DEPT OF JUSTICE	R	6/19/2018		77.00CR	085754	140.00
0975	WI DEPT OF NATURAL RESOURCES							
	I-405208870-2018-1	WI DEPT OF NATURAL RESOURCES	R	6/19/2018		3,000.00CR	085755	3,000.00

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 11

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6418	WI DEPT OF NATURAL RESOURCES							
	I-WU78478	WI DEPT OF NATURAL RESOURCES	R	6/19/2018		125.00CR	085756	
	I-WU79036	WI DEPT OF NATURAL RESOURCES	R	6/19/2018		125.00CR	085756	250.00
7748	WI DSPS-INDUSTRY SERV INV							
	I-471666	WI DSPS-INDUSTRY SERV INV	R	6/19/2018		50.00CR	085757	
	I-471735	WI DSPS - INDUSTRY SERV INVOIC	R	6/19/2018		50.00CR	085757	100.00
7710	WI HUMANE SOCIETY							
	I-1124	WI HUMANE SOCIETY	R	6/19/2018		619.50CR	085758	619.50
7350	WI MEDIA							
	I-1689853	WI MEDIA	R	6/19/2018		603.56CR	085759	
	I-1690651	WI MEDIA	R	6/19/2018		3,817.84CR	085759	4,421.40
5575	WMCA DISTRICT VII							
	I-201806128376	WMCA DISTRICT VII	R	6/19/2018		130.00CR	085760	130.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	122	0.00	452,928.31	452,928.31
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:	1	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:	123	0.00	452,928.31	452,928.31

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

6/13/2018 9:39 AM

A / P CHECK REGISTER

PAGE: 12

PACKET: 05885 JUN 2018 COUNCIL - 2 6-19-18

VENDOR SET: 01

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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	6/2018	85,554.41CR
201	6/2018	4,113.49CR
208	6/2018	237.73CR
209	6/2018	318.13CR
291	6/2018	30.00CR
293	6/2018	18,478.46CR
405	6/2018	314,036.92CR
415	6/2018	1,236.00CR
455	6/2018	5,428.00CR
460	6/2018	137.50CR
601	6/2018	17,035.63CR
650	6/2018	6,322.04CR
=====		
ALL		452,928.31CR

Attachment: 6-19-18 VOUCHERS (7072 : Voucher Approval.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of the purchase of property and investing public funds

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: June 19, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #18-60 Ratifying Contract with the De Pere Professional Firefighters Association, IAFF Local 141

ATTACHMENTS:

- Reso18-60 (DOCX)
- Fire 2016-2017 Final (PDF)

RESOLUTION #18-60

RATIFYING CONTRACT WITH THE DE PERE PROFESSIONAL
FIREFIGHTERS ASSOCIATION, IAFF LOCAL 141

BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere,

Wisconsin, as follows:

That the Common Council of the City of De Pere hereby ratifies the amendments to the 2016-2017 labor agreement by and between the City and the De Pere Professional Firefighters Association, IAFF Local 141, which amendments shall be incorporated in and made a part of the labor agreement to be in effect between the parties for the years 2018 through 2020; the Mayor and Clerk-Treasurer are authorized and directed to execute such amended labor agreement and to implement the amendments contained in said agreement as soon as practicable and consistent with established procedures.

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 19th day of June, 2018.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Committee Approval: 06/12/2018

AGREEMENT

BETWEEN

CITY OF DE PERE

AND

DE PERE PROFESSIONAL FIREFIGHTERS' ASSOCIATION
IAFF Local #141

2016-2017

I N D E X

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	RECOGNITION	1
2	FAIR SHARE	1
3	MANAGEMENT RIGHTS	2
4	ASSOCIATION ACTIVITY	2-3
5	PROBATIONARY PERIOD	3
6	RESIDENCY	3
7	EMPLOYMENT AND PROMOTION	4
8	HOURS OF WORK	4-6
9	OVERTIME	6-7
10	REDUCTION IN WORK FORCE	7-8
11	PAY PERIOD	8
12	SALARIES	8-10
13	FLEXIBLE BENEFIT PLAN	10
14	LONGEVITY PAY	10-11
15	CLOTHING ALLOWANCE	11-12
16	HOSPITALIZATION, DENTAL, AND LONG-TERM DISABILITY INSURANCE	12
17	WISCONSIN RETIREMENT FUND AND LIFE INSURANCE	13
18	WORKERS COMPENSATION BENEFITS	13
19	LIABILITY AND ACCIDENT INSURANCE	13-14

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
20	VACATIONS	14-17
21	HOLIDAYS & HOLIDAY PAY	17-18
22	SICK LEAVE	18-22
23	MILITARY LEAVE	22
24	EMERGENCY LEAVE	22-23
25	PUBLIC ELECTIONS	23
26	JURY DUTY	23
27	OUTSIDE EMPLOYMENT	23
28	RESIGNATION	24
29	TERMINATION PAY	24
30	RIGHT TO STRIKE	24
31	GRIEVANCE PROCEDURE	25
32	SAVINGS CLAUSE	26
33	AMENDMENT PROVISION	26
34	COMMENTS ON RULES OR GUIDELINES	26
35	DRUG & ALCOHOL TESTING	27
36	DURATION	27
37	CONSOLIDATION, MERGER OR COMBINATION.....	27
38	EDUCATION EXPENSES.....	27-28

Attachments

Attachment A - Scheduled Overtime Procedure

Attachment B – Drug and Alcohol Testing Policy

Attachment C – Geographic Boundaries For Residency Requirements

DE PERE PROFESSIONAL FIREFIGHTERS ASSOCIATION
LABOR CONTRACT

AGREEMENT

This Agreement, made and entered into at De Pere, Wisconsin, according to the provisions of Section 111.70 of the Wisconsin Statutes by and between the City of De Pere as municipal employer, hereafter called the "City", and De Pere Professional Firefighters Association, IAFF Local #141, hereafter called the "Association."

Both parties of the Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an agreement covering wages, hours, and conditions of employment, as well as procedures for reducing potential conflict.

Whereas, the mutual interests of the parties hereto are recognized by this Agreement for the operation of the Fire Department of the City of De Pere that will promote efficiency and the best possible fire protection and rescue services for life and property to all the citizens of the City.

ARTICLE 1
Recognition

The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department. The City and the Association will inform each other by official letter signed by the Mayor of the City and the President of the Association as to who has the power to negotiate.

ARTICLE 2
Fair Share

The employer agrees that it will deduct from the earnings of each employee of the City belonging to a bargaining unit for which the Association is the exclusive bargaining agent, an amount representing the employee's proportionate share of the cost of the collective bargaining process and contract administration, and shall pay such amount to the Association. Such amount shall be measured by the amount of dues uniformly required of members of the Association and shall be paid at the time such dues are regularly paid by the members of the Association, all as shall be certified to the employer by the Association.

ARTICLE 3 Management Rights

The Association recognizes that, except as otherwise provided in this Agreement or as may affect the wages, hours, and working conditions of the members of the Association, the management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of this Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- d. To discipline or discharge employees for just cause;
- e. To plan, direct, and control operations;
- f. To determine the amount and quality of work needed;
- g. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- h. To introduce new or improved methods or facilities;
- i. To schedule the hours of work;
- j. To assign duties;
- k. To issue and amend reasonable work rules;
- l. To require the working of overtime hours when necessary in the performance of City business.

ARTICLE 4 Association Activity

The Association shall furnish the names of the Negotiating Committee, Grievance Committee, and officers of the Association to the City.

Representatives of the Association having business with the officers and individual members of the Association may confer with such officers or members during the course of the workday for a reasonable length of time provided that such activities do not impede the operations of the Department as determined by the Department Head.

The City shall provide space on a bulletin board and permit use of same for official Association announcements. The Chief shall have the authority to remove any non-union or non-work related material.

The Bargaining Committee shall be limited to no more than six (6) members. Up to two (2) members of the Association's Bargaining Committee shall be paid their regular wages while attending negotiation meetings with representatives of the City during their regular working hours. No payment of wages by the City shall be made for negotiating time outside that member's regular workday. Such members may be called from negotiation meetings in case of emergencies. This provision is limited to negotiations held with respect to wages, hours, and conditions of employment.

ARTICLE 5 Probationary Period

The first twelve (12) months service of a newly appointed employee is a probationary period, during which time he/she will be required to demonstrate his/her qualifications for the position prior to receiving a permanent appointment and during which period there shall be no responsibility on the part of the City for a permanent appointment. Termination of employment during this probationary period shall not be subject to challenge by the employee. When the probationary period is completed and a permanent appointment received, the appropriate provisions of this Agreement shall date back twelve (12) months from the completion of said probationary period.

ARTICLE 6 Residency

It is recognized by the parties that employees should be given the broadest possible discretion in determining their personal affairs consistent with the duties imposed by employment with the City of De Pere. It is further recognized that public sector employment has a certain uniqueness, which may require employees to be available for duty during hours other than their regularly assigned shift and upon short notice. In order that these concepts may be reconciled in the best interests of both employer and employees, the employees shall, within twelve (12) months of the date of employment, establish and maintain a bona fide residency within a 30-mile radius from the center of the Claude Allouez Bridge as shown on the attached map hereto as Exhibit C.

Bona fide residency shall, for purposes of this provision, be defined as the actual living quarters of the employee and his/her family, if any, and this requirement shall not be met by maintenance of an address, room or rooms by an employee solely for purposes of giving the appearance of compliance herewith when the actual facts demonstrate employee's intent to reside outside the geographic area permitted hereby. Employees shall maintain an up-to-date residence address with the Human Resources Department.

ARTICLE 7
Employment and Promotion

All applicants seeking employment with the Department will be given an ability test to determine their qualifications in addition to other testing procedures established by the Police and Fire Commission. The procedure to be followed in the promotion of personnel in the Department will be as established by the Police and Fire Commission and in effect on the date of this agreement. All new hires after January 1, 2016 shall be required to maintain their paramedic license as a condition of employment provided holding a valid paramedic license is required to apply for the position.

ARTICLE 8
Hours of Work

Line Personnel

The workday for line personnel shall be from 7:00 a.m. of one day to 7:00 a.m. of the succeeding day.

The normal workweek shall average fifty-six (56) hours per calendar week with a three (3) platoon system under the procedure of the California plan.

The work period shall consist of twenty-seven (27) workdays coinciding with three (3) recurring nine (9) day cycles under the schedules worked in accordance with the schedules worked by line personnel as set forth above.

Day Personnel

The workday for day personnel shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m.

The normal workweek of forty (40) hours shall consist of five (5) eight (8) hour days.

The work period shall consist of twenty-eight (28) workdays coinciding with four (4) recurring seven (7) day cycles under the schedules worked by day personnel as set forth above.

An employee shall be entitled to change hours of work when he/she is able to secure another employee to work in his/her place, provided:

1. Such substitution is made as follows:
 - a. Officers may trade with other officers and the top three (3) of the promotional eligibility list. In the event that an eligibility list is not valid, then the officers may trade with the three (3) most senior non-officers of the Department.

These trades will not be subject to Shift Supervisor Pay under Article 12. The parties agree that exempting this paragraph from Shift Supervisor Pay will not create a precedent in future bargaining.

- b. All other trades will be between non-officers.
- 2. Such substitution is made only between employees with identical medical certification when the number of paramedics on duty are two less than the number of paramedics assigned to that shift.
- 3. Such substitution does not impose any additional cost on the City. The person who accepts the trade by agreeing to work shall be held responsible for any costs incurred.
- 4. The officer in charge of the shift is notified and approves of the substitution. When submitted for approval, the trade shall be reciprocal, meaning both sides of the trade are included and identified and both sides of the trade will occur within a rolling calendar year.
- 5. Neither the Department nor the City is held responsible for enforcing any agreement made between employees. It is understood that an employee's first responsibility is to his/her position with the City.
- 6. Substitutions outside the parameters of this paragraph may be authorized by the Chief or the Chief's designee.

Alternative Temporary Light Duty Return To Work Schedule

Line personnel who have received medical authorization for light duty work may elect to work a 40 hour Monday through Friday, 8:00 a.m. to 4:30 p.m. schedule and receive weekly wages for 48 hours for available Department specific light duty work under the City's Temporary Light Duty Return To Work Policy. This alternative work schedule shall be in lieu of their regular duty schedule provided all of the following are met:

- 1. The work restrictions requiring light duty are of at least one week (7 days) in duration.
- 2. Any employee on light duty shall inform the Chief or the Assistant Chief if they are interested in an alternative temporary light duty work schedule. The Chief or Assistant Chief shall then determine if there is available light duty work and inform the interested employee(s) of the same. The employee must notify the Chief or Assistant Chief of the employee's election to work the alternative

schedule prior to the start of the City workweek involving such alternative schedule.

3. Except as provided below, the employee shall work all 40 hours in a workweek without using other accrued benefit time. An employee may however be absent from work during an alternative work schedule week to attend medical appointments related to the illness or injury for which light duty was prescribed if the employee is unable to schedule such appointment outside of the scheduled work hours. In no event shall an employee's medical appointments result in the employee working less than 32 hours in a workweek. Employees on temporary light duty for non-work related reasons shall use available sick leave for such absences.
4. The alternative workweek may be varied by the Chief or Assistant Chief from Monday-Friday for special events or workload requirements, provided the 5-day workweek falls completely within one City workweek.

ARTICLE 9 Overtime

Overtime is work in addition to the established schedule of hours of work per day or work per week.

Effective January 1, 2002, non-emergency overtime (defined as overtime known at least 24 hours in advance and overtime where replacement personnel are called in via telephone) shall be assigned by the Chief or the Chief's designee based upon the specific technical needs of the department. "Specific Technical Needs" is defined herein to mean situations where a particular skill or particular task is in need of being performed by one who has the knowledge to do so without additional training or supervision. Non-emergency overtime assignments shall be on a rotational basis within the job classification to be filled. The scheduled overtime by classification procedure shall as set out in **Attachment A** ("Scheduled Overtime Procedure"). Emergency overtime is overtime paid out on the pager system.

Employees shall be given compensatory time off at the rate of time and one-half for overtime hours worked and for actual hours spent in attendance at schools or training programs when employees are required to attend the same by the Fire Chief. Postings for required schools shall be designated by a written notice stating "Required Schools-Mandatory Attendance" and shall include a list of employees whose attendance is required. Employees shall be given compensatory time off at the rate of straight time for overtime hours earned due to attendance at schools or training programs approved, but not required, by the Fire Chief. Employees shall be entitled to a minimum of three (3) hours call-in time if called to work for an emergency or other reasons outside of normal working hours. All employees responding to an emergency page for

stand-by shall remain on standby a minimum of one hour from the initial dispatch time of the call.

Employees may accumulate and maintain on a continuous basis up to 240 earned overtime hours. Employees shall be paid for any earned overtime accumulated in excess of the 240 hour maximum.

1. Payment for accumulated overtime under 240 hours. Any employee may request the payment of not less than twenty-five (25) nor more than fifty (50) earned hours of accumulated overtime per month by filing a written voucher requesting such payment with the Chief or his/her designee at least ten (10) days prior to the end of the last pay period of the month for which the request is made.
2. The provisions of this article dealing with the accumulation of overtime hours shall become effective on December 31, 1991 and any accumulated overtime hours in excess of 240 will be paid at the next regular payroll date. Until the effective date of this provision, the accumulation of overtime shall be as per past practice and procedure, subject to the limitations of the Fair Labor Standards Act.

ARTICLE 10 Reduction In Work Force

The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work, or because of a change in organization or duties. Employees whose jobs have been eliminated or hours reduced shall have the right to bump any employee with less time in their classification or less seniority in their pay range or classifications in pay ranges below in the Department provided they are qualified and physically capable of performing the duties of the lower pay classification. An employee, when exercising such bumping privileges, shall be reassigned and paid at the pay range for the classification to which said employee is reassigned. Such junior employees who have lost their positions as a result of a bump shall have the right to exercise their seniority in the same manner as if their job had been eliminated or hours had been reduced. Employees who are without jobs as a result of reduction in work force shall be placed on a reemployment list. Employees who do not choose to exercise their bumping rights shall also be placed on a reemployment list.

The employer shall maintain a reemployment list of all employees who lose their jobs due to a reduction in force. Such list shall be in the order of the employee's seniority at the time of the reduction in work force with the most senior being No. "1" on the list. Employees on the reemployment list shall maintain reemployment rights for one (1) year from the date they lose their jobs. Employees shall be recalled from the reemployment list in accordance with their seniority to the jobs, which they are qualified and physically capable of performing. Notice of

reemployment shall be sent by the employer to the employee's last known address by registered letter or by personal contact, and the employee shall be required to respond within three (3) calendar days from the date of notification and be available for duty within fourteen (14) calendar days. Employees who do not respond to such employment notice within three (3) calendar days shall be removed from the reemployment list.

If the employer finds that work normally assigned to a particular job classification is available for laid off employees on a temporary or emergency basis, the employer shall personally contact employees who are laid off pursuant to this provision and offer such temporary or emergency employment. Contact shall be on the basis of seniority providing the employees are qualified and physically capable of performing such work. Any eligible employee who is not immediately available for such assignment shall not be eligible for placement and the next senior employee thereafter shall be offered the temporary or emergency position until the immediate needs of the employer are met.

ARTICLE 11 Pay Period

Employees shall be paid biweekly.

ARTICLE 12 Salaries

The pay of employees of the Fire Department occupying classified positions shall be on the basis of the schedule herein presented. The salaries listed below are on an annual basis to be paid biweekly. The rates of pay prescribed herein constitute the base rate for full-time employment.

In exchange for an increase in the permitted rate for converting accumulated unused sick leave to pay for group health and medical insurance at the time of retirement, the Association has agreed to a one percent reduction in the increase in base wages for calendar year 1989. The Association admits and concedes that the base wage of an employee subject to this agreement has been so reduced for purposes of future negotiations when making comparisons with other comparable firefighting units.

Starting Rate of Initial Employment. Original appointment to a position on the Fire Department shall be made at the minimum rate and advancement from the minimum rate to the maximum rate within the salary range of the Firefighter shall be by successive steps.

For employees hired after February 1, 2001, after a period of twelve (12) months, an employee shall advance to the second step of the salary schedule and upon completion of each successive year shall advance one additional step in the salary schedule.

For employees hired after February 1, 2001, attainment of the maximum rate within the salary range shall occur within a maximum period of five (5) years from the initial employment.

In addition, the following additional pay shall be paid biweekly:

Paramedic Pay	4.75% of Top Firefighter annual base pay
EMT Pay (Emergency Medical Technician)	2.0% of Top Firefighter annual base pay

Shift Supervisor Pay

When a shift employee is assigned the duties of Shift Supervisor due to an absence of a senior officer greater than one hour, said employee shall be compensated at the regular hourly rate of pay of the vacant Shift Supervisor position for all time spent acting as such Shift Supervisor.

Initial Paramedic Training

Firefighters who successfully complete initial paramedic training while employed by City shall be reimbursed by City for actual tuition and book expenses incurred, up to \$1,500, upon successful completion of training. Said reimbursement shall be conditioned upon the employee giving written authorization to City to deduct the entire reimbursement amount from that employee's paycheck(s) should said employee leave the employ of the City of De Pere Fire Department within three (3) years of the date of completion of such initial paramedic training.

Salaries

January 1, 2016

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	51,493				
1-Year	54,690				
2-Year	57,893				
3-Year	61,095				
4-Year	64,295				
Maximum	67,497	69,364	72,799	74,365	76,633

January 1, 2017

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	52,523				
1-Year	55,784				
2-Year	59,051				
3-Year	62,317				
4-Year	65,581				
Maximum	68,847	70,751	74,255	75,852	78,166

ARTICLE 13
Flexible Benefit Plan

The Employer shall establish and maintain a flexible benefit (cafeteria) plan as provided by Title 26, U.S.C., Section 125, under which plan the Association members may choose to exclude from gross income for federal income tax purposes the monies utilized for the payment of health and/or dental and/or life insurance premiums, dependent care and medical expense reimbursement as provided by Title 26, U.S.C., Section 125.

ARTICLE 14
Longevity Pay

Employees who are receiving wages for hours actually worked or in accordance with approved benefits shall receive additional compensation, as longevity pay, beginning with the first month after qualification of such additional compensation as follows:

- a. After completion of five (5) years of continuous service - \$20.00 per month.
- b. After completion of ten (10) years of continuous service - \$30.00 per month.
- c. After completion of fifteen (15) years of continuous service - \$35.00 per month.
- d. After completion of twenty (20) years of continuous service - \$40.00 per month.

A line personnel employee must be earning wages for hours actually worked or receiving wages for approved leave for no less than four (4) duty days or ninety-six (96) hours per calendar month to receive longevity pay. A day personnel employee must be earning wages for hours actually worked or receiving wages for approved leave for no less than eighty (80) hours per calendar month to receive longevity pay.

For purposes of determining years of continuous service and payment of longevity, an employee shall be considered to be receiving wages for approved leave if the employee is incapacitated due a work related illness or injury. A work related illness or injury shall be any injury for which the worker has received or is receiving payment under the City's workers compensation provision.

ARTICLE 15 Clothing Allowance

All new hires shall receive an initial clothing issue consisting of such minimum requirements as follows:

- Three (3) pants
- Three (3) t-shirts
- Three (3) duty shirts
- Three (3) sweatshirts
- Black belt
- Black shoes

Employees will thereafter receive an annual clothing allowance. Such annual allowances shall commence on January 1 following employment for all employees hired before June 1. An employee hired on or after June 1 shall receive their first clothing allowance the second January 1 following hire. Annual clothing allowances are as follows:

2016 - \$300.00
2017 - \$325.00

Effective January 1, 2016, new hires who successfully complete their probationary period shall receive one complete dress uniform from the City.

In the event an employee does not expend the entire amount of the annual clothing allowance in the calendar year, the unexpended amount, up to a maximum of One Hundred Dollars (\$100.00), shall be carried forward for the use of the employee in the subsequent year.

If a new hire resigns or is dismissed within twelve (12) months of employment, that person shall reimburse the City the entire cost of the initial clothing issued. All employees who thereafter resign or are dismissed shall reimburse the City the clothing allowance granted yet unearned based on the number of months remaining in the year the termination becomes effective.

The City shall pay the reasonable costs for necessary replacement of eyeglasses damaged or lost while on duty and up to Fifty Dollars (\$50.00) per year for wristwatches damaged or lost

while on duty.

ARTICLE 16 Hospitalization, Dental, and Long-Term Disability Insurance

The City shall pay eighty-five percent (85%) of the monthly premium cost for the health insurance plan. Any funds in an employee's HRA account as of December 31, 2015 shall vest in that employee under the terms described in the expired 2011-2013 Agreement.

To the extent provided by the law, the City agrees it will provide health insurance benefits and HRA contributions to Union which match those provided to the general municipal employees of the City.

Dental

The City shall provide dental insurance coverage equivalent to that provided on December 31, 1978, or as otherwise mandated by the laws of the State of Wisconsin. The City will pay eighty-five percent (85%) of the monthly premium cost for the dental insurance plan.

Illness/Injury/Incapacitation

The City will continue to contribute at the above rate for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury other than work related illness or injury.

Retiree Participation

Upon retirement an employee may, at his/her option, continue to be covered and insured under the City's hospitalization and medical insurance plan subject to the approval and requirements of the insurance carrier or policy carried by the City. A retired employee exercising such option shall be solely responsible for, and shall bear all the expense and premium costs of, such continued insurance coverage. Upon death of an active or retired employee, the surviving spouse or dependent children shall be eligible for extended coverage under the group hospitalization and medical insurance plan provided by the employer pursuant to State and Federal regulations.

Long-Term Disability

The City will also provide, at no cost to the employee, a long-term disability or income protection insurance plan.

Identity Theft Insurance

The City will provide identity theft insurance coverage for employees with no quid from the Union provided that union member coverage under this program shall be as provided to general employees of the City, meaning that changes, additions or deletions of the coverage are within the discretion of the City Council.

ARTICLE 17
Wisconsin Retirement Fund and Life Insurance

The City will pay the employer's share to the Retirement Fund and the life insurance premiums according to the laws of the State and the United States and, in addition, will pay up to a maximum of:

January 1, 2014	\$95 biweekly
July 1, 2014	\$70 biweekly
October 1, 2014	\$45 biweekly
January 1, 2015	No further contribution

of the employee's contribution to the Wisconsin Retirement Fund for the contract period. The City will continue to contribute at the set rate of the life insurance program for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury other than work related illness or injury. The City will maintain fifty percent (50%) post retirement insurance benefits in accordance with Section 40.13, Wisconsin Statutes. A summary of the Municipal Retirement Plan and the insurance programs of the City shall be made available to employees upon request.

ARTICLE 18
Workers Compensation Benefits

If an employee is injured and said injury is covered by Workers Compensation Insurance, said employee shall not receive his/her regular salary, but shall instead receive a supplemental wage. The supplemental wage shall be calculated such that the net take home amount of the supplemental wage plus the nontaxable workers compensation payment is equal to the employee's net take home pay (i.e., gross base pay less state and federal taxes) based on the regular base salary for that particular employee. The supplemental wage so determined will continue for a period of ninety (90) days from date of injury or until the employee returns to work, whichever is less.

ARTICLE 19
Liability and Accident Insurance

- A. The City agrees to provide insurance coverage to cover operation of its motor vehicles in the event that claims are made as a result of alleged injury or damage to persons or property, which arises from the operation of a City vehicle.
- B. The City also agrees to provide insurance coverage to cover employees in the event liability or damage claims are made while the employee is performing his/her duties

within the scope of employment.

ARTICLE 20

Vacations

Line personnel earning wages for hours actually worked or receiving wages for approved leave for not less than four (4) duty days or ninety-six (96) hours during any calendar month shall be entitled to vacation with pay according to the schedule provided herein.

Day personnel earning wages for hours actually worked or receiving wages for approved leave for not less than eighty (80) hours during any calendar month shall earn, and be entitled to, vacation with pay according to the schedule provided herein.

For purposes of the two preceding paragraphs, an employee shall be considered to be receiving wages for approved leave if the person is incapacitated due to a work related illness or injury. An injury shall be considered work related if the party has received or is receiving workers compensation benefits for such injury.

January 1 is to be used as the anniversary date in determining vacation benefits. Employees hired during mid-year shall accrue a proportional part of vacation benefits during the second year for each month of employment up to January 1 of the subsequent year. Effective for employees hired on or after January 1, 1996: Employees hired during mid-year shall accrue a proportional part of vacation benefits during the first year for each month of employment up to January 1 of the subsequent year. Such vacation days shall be credited to the employee January 1 of the year following the date of hire; however, employees shall not be eligible to use such vacation days until they have completed six (6) months of employment. If the hire date of the new employee was on, or prior to, the 15th day of the month, a full month benefit will be granted, and if the hire date was after the 15th day of the month, the benefits will accrue beginning with the 1st day of the following month. In determining vacation benefits after two (2) full years of employment, January 1 of the hire year will be used for those employees with a hire date occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a hire date during the last six (6) months. Effective for employees hired on or after January 1, 1996: In determining vacation benefits for the year following the date of hire, January 1 of the year of hire will be used for those employees with a date of hire occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a date of hire during the last six (6) months.

Vacation Schedule For Line Personnel

- a. Three (3) working days after one (1) year of employment.
- b. Six (6) working days after two (2) years of employment.
- c. Seven (7) working days after five (5) years of employment.
- d. Nine (9) working days after eight (8) years of employment.
- e. Ten (10) working days after ten (10) years of employment.

- f. Eleven (11) working days after thirteen (13) years of employment.
- g. Twelve (12) working days after sixteen (16) years of employment.
- h. Fifteen (15) working days after twenty (20) years of employment.
- i. Sixteen (16) working days after twenty-five (25) years of employment.

Employees attending initial paramedic training on their own time will be granted vacation and holiday time off, in blocks of less than 24 hours, to facilitate their attending initial paramedic training sessions.

Vouchers for initial paramedic training vacation or holiday hours must be filed not more than thirty (30) days before the requested date of use. Vouchers shall be filed with the officer in charge, subject to the review of the Chief and may be denied if inconsistent with the needs of the department.

Day Personnel

- a. One (1) workweek (5 days) after one (1) year of employment.
- b. Two (2) workweeks (10 days) after two (2) years of employment.
- c. Three (3) workweeks (15 days) after eight (8) years of employment.
- d. Four (4) workweeks (20 days) after sixteen (16) years of employment.
- e. Five (5) workweeks (25 days) after twenty-five (25) years of employment.

Personnel desiring vacation shall submit request for leave to the Fire Chief who, in turn, shall forward such request to the Personnel Department for proper record keeping. The Chief shall schedule vacations, giving due consideration to seniority rights, the needs of the service, and the remaining staff to perform the necessary duties of the Department.

Vacation Scheduling

The vacation selection process shall be per the following:

- a. All members shall select vacation on a department seniority basis.
- b. Two (2) non-officer members may be off on vacation on the same date, but only one (1) officer may be off at a time.
- c. The most senior member on each shift shall start selecting vacation. Each member shall have three (3) working days per round to select his or her vacation. The remaining members of the shift shall then select in this manner by seniority.
- d. Vacation signing will consist of three rounds. The first round of signing shall be for three (3) day blocks. A maximum of two (2), three (3) day blocks may be picked the first round. The second round of picks shall be for three (3) day blocks also. A maximum of two (2), three (3) day blocks may be picked in the second round. The third round may be used for single days or three (3) day blocks. A

- member may pass picking three (3) day blocks in the first round and/or second and may choose to pick single days in the third round.
- e. Any vacation day selected after April 15 shall be treated the same as holiday or accrued time, except that vacation days may be selected more than thirty (30) days in advance.
- f. Vouchers shall be filled out properly and signed by the member and the Chief or shift officer.
- g. The vacation schedule shall be posted in each department quarters on or before the first day of January.
- h. A member may cancel his/her vacation at any time up to when the vacation period/day starts.

The Association shall be responsible to monitor and coordinate the vacation scheduling process including posting of the schedule under paragraph "g" above. In no event will the City be subject to the grievance procedure under Article 31 for any failure to follow the vacation scheduling process.

Vacation leave shall not be accumulative. The Chief, with approval of the City Administrator, may allow earned vacation to accumulate when it is in the best interests of the City. Only upon approval of the Fire Chief and the City Administrator will employees be permitted to be absent from duty due to vacation for any one period which would exceed the amount of vacation time earned during the prior year.

Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against vacation leave.

Schedule Changes

In the event an employee changes status from a day schedule to a line schedule or visa versa, the employee's vacation shall be converted pursuant to the following equation:

$$a \times \frac{b}{c} = \text{vacation hours due under new schedule}$$

WHERE:

- a = number of vacation hours due January 1 of year of transfer less hours used in year of transfer (including any carryover)
- b = total annual vacation hours due for employee of equal tenure on January 1 of the year of transfer under the schedule to be transferred to
- c = total annual vacation hours due the employee as of January 1 of the year of

transfer (excluding any carryover)

ARTICLE 21 Holidays & Holiday Pay

Line Personnel

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. December 25
- g. Employee's birthday
- h. Anniversary date of employment
- i. Martin Luther King Holiday

Line personnel shall receive compensatory time off at the rate of twenty-four (24) hours or be compensated for holidays earned. Employee's holiday rate of pay shall be based upon that employee's hourly rate of pay multiplied by twenty-four (24) hours. Employees shall receive payment annually on the first payroll of the month of December for holidays earned for which compensatory time off was not requested or granted.

Day Personnel

- a. New Year's Day
- b. The afternoon of the last regularly scheduled Friday prior to Easter Sunday
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. The afternoon of the last regularly scheduled workday prior December 25 shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- h. December 25
- i. The afternoon of the last regularly scheduled workday prior to New Year's Day (which shall be referred to as New Year's Eve holiday) shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- j. Two (2) floating holidays

For day personnel, floating holidays provided under (j), above, must be used during the calendar year earned. They may not be accumulated. Employees shall be entitled to take said holidays with the approval of the Chief or designee and in accordance with the personnel requirements of the Department. The number of floating holidays earned shall be prorated for new employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City.

For day personnel, when any legal holiday listed above, with the exception of (g) and (i), falls on Sunday, the following day will be considered a legal holiday; if the legal holiday falls on Saturday, the previous day will be considered a legal holiday except where service is necessary, the Fire Chief, upon approval of the City Administrator, may designate that certain personnel of their department consider Friday the legal holiday and others Monday the legal holiday, all dependent on the continuing efficiency and effectiveness of the department.

To be eligible for any of the above listed holidays, an employee on leave of absence due to on-the-job injury must have worked within three (3) months prior to or after the holiday, and employees on sick leave must have worked within six (6) weeks before or after the holiday.

ARTICLE 22 Sick Leave

Line personnel earning wages for hours actually worked or receiving wages for approved leave for no less than four (4) duty days or ninety-six (96) hours per calendar months will accumulate sick leave at the rate of twenty (20) hours per month up to a maximum of two hundred forty (240) hours, which is the equivalent of ten (10) days per year. Sick leave may be accumulated up to a maximum of ninety (90) working days for line personnel.

Day personnel earning wages for hours actually worked or receiving wages for approved leave for not less than eighty (80) hours during any calendar month shall accumulate sick leave at the rate of one (1) day per month up to a maximum of ten (10) days per year. Day personnel may accumulate up to a maximum of one hundred twenty (120) days sick leave.

For purposes of the accumulation of sick leave under the preceding two paragraphs, an employee who is incapacitated due to a work related illness or injury will be considered to be receiving wages for approved leave. A work related illness or injury shall be any injury for which the employee has received or is receiving payment under the City's workers compensation insurance.

In order to be granted sick leave with pay, the employee must adhere to the following:

- a. Report promptly to the Chief or the Chief's designee the reason for his/her absence if unable to report for duty.

- b. Permit the City to make such medical examinations or nursing visits as it deems desirable.
- c. Unless otherwise already covered by qualified FMLA leave, submit a medical certificate for any absence of more than twenty-four (24) successive duty hours if required by the City. City shall reimburse employee for the medical bill incurred in obtaining the medical certificate.
- d. Payment of authorized sick leave will be made upon filing of a sick leave voucher approved by the Chief.

"Sick leave" means any physical or mental injury, illness or requirement that employees be personally attended by a physician, dentist or other medical practitioner or situations where their attendance is required as a result of a medical emergency or grave illness involving an employee's spouse, child, parent or legal guardian which prevents the performance of an employee's regular and usual duties. Sick leave benefits shall not be abused. Abuse of sick leave occurs when an employee knowingly misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. Abuse of sick leave shall be grounds for disciplinary action, including removal.

Upon discontinuation of employment of an employee who has met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualifies for a disability pension as defined at Chapter 41, Wis. Stats., the City shall credit to the account of such employee an amount equal to the employee's then existing daily rate of pay times 66.67% of the accrued and unused sick leave (maximum accumulation of 90 days) credited to that employee as of the date the employee terminates his/her employment with the City not to exceed sixty (60) days. The amount so determined will be used by the employer to pay the monthly premiums for group hospitalization and medical insurance provided by the employer until such amount is exhausted or until the employee reaches Medicare eligibility, subject to the approval and requirements of the insurance carrier and/or the policy provided by the employer. For employees retiring on and after July 18, 2001, the monthly premium for group hospitalization and medical insurance may be paid as follows: eighty-five percent (85%) from such retiree account and fifteen percent (15%) by the individual retiree.

When the funds escrowed for any retired employee have been expended, the monthly premiums shall thereafter be paid by the employee.

In the event an employee eligible for retirement under the provisions of the Wisconsin Retirement Fund dies prior to retirement or upon the employee's death after retirement, the surviving spouse and/or dependent children shall be entitled to draw on such escrowed funds for payment of health insurance premiums subject to limitations contained in this article. Such surviving spouse will be eligible to apply any remaining escrowed funds for payment of health insurance premiums until remarriage or until the Medicare eligibility of the employee. Dependent children will be eligible to apply any remaining escrowed funds for payment of health

insurance premiums so long as the dependents meet the dependency rules of the Internal Revenue Code or until the Medicare eligibility of the employee.

A surviving spouse or dependent children, upon death of an employee eligible for retirement as provided above, shall be eligible to extend coverage under the group health insurance plan provided by the employer pursuant to state and federal regulations. Upon termination of the extended coverage, the surviving spouse and/or dependent children may submit claim on a quarterly basis for reimbursement of other hospitalization and medical insurance coverage premiums until such escrowed funds have been depleted, and subject to other limitations contained in this article.

Any funds remaining in the escrowed account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children, shall remain the property of the City.

This health insurance premium payment program for protective employees is mandatory effective January 1, 1989 for all covered employees and supersedes all sick leave payment programs as may have been previously bargained and ratified by the parties of this labor agreement.

Schedule Changes

In the event an employee changes status from a "day" schedule to a "line" schedule or visa versa, the accrued unused sick leave shall be converted pursuant to the following equation:

$$\frac{a}{b} \times c = \text{converted accrued unused sick leave hours}$$

WHERE:

- a = accrued unused sick leave credited to employee at time of transfer (in hours)
- b = maximum accrued sick leave available for current schedule (in hours)
- c = maximum accrued sick leave for schedule to be transferred to (in hours)

Use of Escrowed Funds for Payment of Hospitalization and Medical Benefits Other than the Plan Provided by the City

A retired employee or the surviving spouse or surviving dependent children eligible for the accumulated sick leave conversion as provided above may utilize such escrowed funds for reimbursement for payment of hospitalization and medical insurance premiums other than those of the plan provided by the City. To receive such reimbursement, the employee, surviving spouse, or surviving dependent children must submit a claim on a continuous quarterly basis and must provide any evidence of enrollment in a hospital or medical plan as may be required by the

City. Such evidence may include, at the discretion of the City, the enrollment card, billings, policy, and agent name.

Delay of Use of Benefit

At the option of the employee, the conversion of unused and accrued sick leave as provided herein may be delayed on a one time basis for a period not to exceed sixty (60) calendar months from the date of retirement. If the employee opts to delay such benefit, the employee may continue enrollment under the hospitalization and medical insurance policy provided by the Employer by making premium payments when due from other funds. If the employee, upon retirement or subsequent thereto, terminates enrollment under the policy provided by the City, the employee shall no longer be eligible to renew the enrollment thereunder. If the employee opts to delay the benefit as provided herein, upon timely written notice of intent to utilize the benefit, the employee may begin drawing on the escrow to pay the premiums on the policy provided by the City (if the employee has remained enrolled in such program) or to receive quarterly reimbursement for a plan of the employee's own choosing. The City may require evidence of continued enrollment under a plan of the employee's own choosing. Failure to submit such proof of enrollment as required by the City within one (1) month of written request or failure to require the City to begin to draw on the sick leave conversion funds prior to the sixty (60) month anniversary of that employee's retirement shall result in forfeiture of any entitlement to the sick leave conversion benefit as provided hereunder.

Catastrophic Illness/Injury

When an employee has accrued the maximum accumulation of sick leave as set forth, thereafter fifty percent (50%) of the additional sick leave earned and not used (while such maximum level is maintained) will be credited to the employee's catastrophic illness/injury sick leave reserve account. During the last three (3) years of employment, an employee who has, at the time of discontinuation of employment, met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualifies for a disability pension as defined by Chapter 41, Wis. Stats., may draw from that employee's catastrophic illness/injury sick leave reserve account (if any) for any absence in excess of eighty (80) hours during the annual period due to a catastrophic illness or injury (annual period being the employee's anniversary date of employment).

Catastrophic illness/injury for purposes of this section is defined as an illness, disease, or injury which:

1. Is life threatening or substantially debilitating in nature; and
2. Requires overnight hospitalization; and
3. Necessitates absence from work for a period of more than eighty (80) hours in any annual period (measured from employee's anniversary date of employment).

The employer reserves the right to require physician verification as to the inability of the employee to report for duty, or as to the necessity of any pre- or post-hospital treatment or visitation necessitating absence from work.

The use of sick leave credited to the catastrophic reserve account can only be used for catastrophic injury/illness occurring during the last three years of employment.

The sick leave to be credited to the catastrophic illness/injury sick leave reserve account shall be computed from employee's date of employment based on the records on file in the personnel office.

ARTICLE 23 Military Leave

An employee who is inducted into the Armed Forces of the United States for training or service shall be granted a leave of absence without pay for the duration of such time required for such purpose and for a period of ninety (90) calendar days following the period of actual service. Upon termination of such service, the employee shall have the right to return to his/her position within said ninety (90) days provided the position still exists and employee is still otherwise qualified. Vacancies resulting from leave granted under this section shall be filled only on a temporary basis. One (1) voluntary enlistment shall be considered the same as induction for the purpose of this section, but reenlistment shall not.

Employees who are members of the regular reserve components of the Armed Forces or the National Guard may be granted two (2) weeks each year for active duty training. Upon presentation of the proper evidence, the difference in pay between the employee's regular pay and the military pay will be allowed.

ARTICLE 24 Emergency Leave

Employees will be allowed a maximum of three (3) working days for day personnel, two (2) working days for line personnel, when necessary, with pay when there is a death in the immediate family of an employee; a maximum of two (2) working days for day personnel, and a maximum of one (1) working day for line personnel, when necessary, with pay when there is a death in the family of an employee, a maximum of one (1) working day, when necessary, with pay when there is a death of a relative. "Immediate family" shall include wife, husband, son, daughter, stepson, stepdaughter, father, mother, or guardian. "Family" shall include brother, sister, mother-in-law, father-in-law, stepfather, stepmother, grandmother, grandfather, or grandchild. "Relative" shall include aunt, uncle, sister-in-law and brother-in-law.

An employee who acts as pallbearer for a funeral which takes place during the regular working hours may also be granted time off with pay, not to exceed one (1) working day, with the permission of his/her Department Head. Permission will be granted for this service unless an emergency situation exists and if not detrimental to the operation of the department in the opinion of the Department Head.

ARTICLE 25
Public Elections

In the event that an employee is scheduled to work on any day scheduled as an election day, and the work schedule is such that the employee cannot vote during other than scheduled hours of work, the employee, upon request, shall be permitted a reasonable period of time to be absent from duty in order that the employee may cast his/her vote.

ARTICLE 26
Jury Duty

An employee shall be granted a leave of absence if called for jury duty. Upon presentation of the proper evidence, the difference in pay between the employee's regular pay and the compensation received for jury duty will be paid by the employer.

ARTICLE 27
Outside Employment

No employee shall engage in outside employment which might in any way hinder or impair an impartial performance of their public duties, embarrass the City government, or impair their efficiency. Employees who wish to obtain outside employment must obtain prior written approval from the Fire Chief. Employees who are granted permission to engage in outside employment must sign the following waiver:

"The undersigned, an employee of the City of De Pere, Wisconsin, does hereby waive and release said City from any liability, expense or cost because of any occupational injury or occupational sickness incurred by reason of any employment accepted by the undersigned other than as an employee of said City. I further release the City from any claim for wages or any benefits, including further accrual of sick and vacation leave, during my absence caused by such occupational injury or occupational sickness. I agree and understand that I will be responsible for payment of all hospitalization and life insurance policy premiums during my absence caused by such occupational injury or occupational sickness commencing the first month after the month of such injury or sickness, excepting that such premiums will continue to be paid by the City during the period an employee makes use of previously accrued sick leave and/or vacation benefits. I do not waive any sick or vacation leave that I have accumulated. This waiver shall be binding upon my heirs, representatives or assigns."

ARTICLE 28
Resignation

To resign in good standing, an employee shall submit his/her resignation in writing to the Fire Chief two (2) weeks in advance of the effective date of his/her resignation.

ARTICLE 29
Termination Pay

Employees who leave the service of the City for any reason shall receive all pay, which may be due them with the following qualifications:

- A. Employee shall be paid for all unused accrued vacation provided that the Fire Chief is notified by the employee of his/her resignation in accordance with the provisions of Article 28 of this agreement, or a sufficient reason is given in the absence of said written notice. Accrued vacation shall include the vacation benefits the employee had earned during the prior year and had not received, and the vacation benefits earned on a prorated basis during the year of termination to the date of termination. In determining the benefits earned during the year of termination, a full month benefit will be granted if the termination date was on or after the 15th day of the month. If the termination date was prior to the 15th day of the month, no benefits will be granted for the month in which the termination occurs.
- B. An employee who owes any money to the City at the time of his/her separation shall have his/her final pay applied against the account of whatever amount may be needed to satisfy it and shall be given a receipt for the amount credited. Partial settlement of an account by application of final pay shall not release an employee from any balance remaining due.
- C. In case of death of an employee, his/her surviving spouse, if any, shall be paid for accrued vacation and regular pay then accrued. If there is no surviving spouse, then said accrued payment shall be paid to the employee's estate.

ARTICLE 30
Right to Strike

Because public health, safety, and welfare may be adversely affected thereby, no employee shall have the right to engage in or encourage any form of sit-down or, in fact, any form of work stoppage or strike for any reason against the City. A refusal by an employee to perform an assignment injurious to his/her health or physical safety shall not be considered a violation of this section.

ARTICLE 31
Grievance Procedures - Disciplinary Proceedings

1. Grievances. A grievance is defined as any complaint involving the interpretation, application or alleged violation of the terms of this agreement involving wages, hours, and conditions of employment other than proceedings conducted pursuant to Section 62.13(5), Wisconsin Statutes. A grievant may be an employee or, by mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding.

- (a) The Chief of the Department or the Finance/Personnel Committee or members thereof may confer with the union and such employees or other persons they may deem appropriate before making their decision.
 - (b) The calendar days indicated at each step should be considered a maximum. The time limits may be extended by mutual consent.
 - (c) Steps in the procedure may be waived by mutual agreement of the parties.
- (Step 1) In the event of a grievance, the grievant, or the Union Grievance Committee on his/her behalf, shall have the right to present the grievance, in writing, to the Chief within twenty (20) calendar days of the date of the act or occurrence involved. The grievance shall contain a statement of the facts upon which the grievance is based and state the action requested. The Chief shall furnish the grievant or the Grievance Committee an answer within ten (10) calendar days after receiving the grievance.
- (Step 2) If the grievance is not satisfactorily resolved at Step 1, the written grievance may be appealed and submitted to the Finance Committee within five (5) calendar days of receipt of the Chief's decision. If such appeal is submitted, the Chief shall submit a full report to the Finance/Personnel Committee. The Finance/Personnel Committee, within ten (10) calendar days of receipt of the written appeal, shall furnish the grievant or the Grievance Committee with its decision thereon.
- (Step 3) Grievances not resolved at Step 2 may be appealed within twenty (20) calendar days to the Wisconsin Employment Relations Commission for arbitration. Such Commission shall appoint an arbitrator; the dispute shall be presented to such arbitrator for determination, which shall be final and binding.

2. Suspensions, Reductions in Rank and Terminations. Suspensions, reduction in rank, and dismissal of employees shall be governed by the procedures set forth in Section 62.13, Wis. Stats. Discipline not governed by Section 62.13, Wis. Stats., shall be subject to and governed by, the procedures in this grievance procedure.

ARTICLE 32
Savings Clause

If any article, sentence, clause or phrase of this contract shall be held, for any reason, to be inoperative, void or invalid, the validity of the remaining portions of this contract shall not be affected.

ARTICLE 33
Amendment Provision

This agreement is subject to amendment, alteration, or addition only by subsequent written agreement between, and executed by, the City and the Association where mutually agreeable. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 34
Comments on Rules or Guidelines

The Association shall be permitted to review and comment on any changes to standard operating guidelines and work rules as provided in this article. In most cases, the Chief shall post the rule or guideline on the department bulletin board. The rule or guideline shall have an effective date not less than fifteen (15) days from the date of posting. During such period before the rule/guideline is effective, the Association, through a designated officer, may make official comments regarding the rule to the Chief in oral or written form. The Chief shall consider the comments and may (at his/her discretion) change the proposed rule in a manner consistent with such comments without regard to the fifteen (15) day posting requirement stated above.

In the event the Chief determines in his/her reasonable discretion that it is necessary to implement a rule or guideline with less than fifteen (15) days notice, he/she may do so by posting a rule or guideline with an effective date less than fifteen (15) days from date of posting. The Association shall have the right during the fifteen (15) days following the posting to formally comment on the rule or guideline regardless of its effective date. The Chief shall consider any such comments and may, at his/her discretion, implement any changes suggested in the comments without regard to the fifteen (15) day posting requirement provided above.

Nothing in this article shall affect the right of the Chief to determine the substance of the rules and guidelines, nor shall anything in this article be read as limiting the powers conferred to the City under Article 3 of this agreement.

ARTICLE 35
Drug and Alcohol Testing

The Association and the City agree to the adoption of a drug and alcohol testing policy upon ratification of the 2003-2004-2005 collective bargaining agreement. Said policy is attached hereto and incorporated by reference as "**Attachment B.**" Such policy is based upon the Federal Motor Carrier Safety Administration requirements found in 49 C.F.R. 382 et seq. and 49 C.F.R. 40 et seq. Such policy does not contain a random drug or alcohol testing component unless such random testing is otherwise required by state or federal law.

ARTICLE 36
Duration

This agreement shall become effective as of January 1, 2016, and remain in force and effect to and including December 31, 2017 and shall renew itself for additional one (1) year periods until and unless a subsequent contract is entered into.

ARTICLE 37
Consolidation, Merger or Combination

The City may pursue consolidation, merger, or combining its fire department with that of another municipality provided that the new fire protection/EMS provider employs all members represented by Local 141 as non-probationary employees and maintain their seniority. The City shall, in the event such consolidation, merger, or combining of such services, guaranty the wages and benefits in effect at the time for a period of twenty-four (24) months, or until the members are covered by a Collective Bargaining Agreement with the new fire protection/EMS provider, whichever comes first.

ARTICLE 38
Education Expenses

Effective January 1, 2016, the City shall establish an education reimbursement fund in the amount of Three Thousand (\$3,000.00) Dollars annually. The fund shall not prepay any expenses but shall be used to reimburse an employee for costs, which are personally incurred. An employee shall request education cost reimbursement in writing prior to enrollment. The request shall include a description of the anticipated course, summary of anticipated expenses, and probable time schedule. The Chief shall review the application and determine reimbursement eligibility. In order to qualify for reimbursement under this Article, the course must be required for the attaining of a degree in fire career enhancement and previously approved of by the Fire Chief (Chief).

Approval shall be conditioned upon satisfactory completion of the education program and shall be given by means of written notification.

Satisfactory completion of the education or training program shall be determined as follows:

- a. A passing grade if on a pass/fail system.
- b. A grade of A, B, or C on a graded system; a grade of D or Fail shall be considered unsatisfactory, and the employee shall not be eligible for reimbursement.

If an employee is able to choose between pass/fail, audit, or grade system, the grade system must be chosen to qualify for reimbursement. An employee shall submit appropriate proof of completion and an official grade, if applicable, to the Chief as a condition of reimbursement.

Employee expenses eligible for reimbursement under the terms of this Article shall consist of tuition, fees and necessary books, and other educational material; the maximum tuition reimbursement shall be Fifty (\$50.00) Dollars per credit.

Applications shall be considered in their order of submission to the Chief. If the funds available for employee development are expended prior to any further appropriation, the reimbursement program shall be suspended without recourse.

This agreement is entered into this _____ day of _____, 2016.

**De Pere Professional Firefighters
Association, Local IAFF #141**

City of De Pere

Chad Bronkhorst, President

Michael J. Walsh, Mayor

Tom Nelson, Executive Board Member

Shana D. Ledvina, Clerk-Treasurer