Common Council

Regular Meeting

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

Agenda

Tuesday, December 15, 2015 | 7:30 PM | De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **December 15, 2015** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the December 1, 2015 Common Council Meeting.
4. A Public Hearing on a vacation of a portion of public thoroughfare (George Street right-of-way adjacent to ED-844).
   - A. Notice of Public Hearing.
   - B. Recommendation from the Plan Commission.
   - C. Resolution #15-122, Regarding the Vacation of a Portion of Public Thoroughfare (George Street Right-of-Way Adjacent to ED-844).
5. A Public Hearing on a Conditional Use Permit to allow St. Norbert College Sports Center use and for the expansion project at 601 Third Street.
   - A. Notice of Public Hearing.
   - B. Recommendation from the Plan Commission.
   - C. Resolution #15-134, Authorizing and Approving a Conditional Use Permit (Parcels WD-28-32, WD-33 and WD-39-44).
6. A Public Hearing on the Rezoning of Parcel WD-D0020-3 for a 48,0000+ SF Place of Assembly at 1551 Lawrence Drive.(Plan Commission recommended denial.)
   - A. Notice of Public Hearing.
   - B. Recommendation from the Plan Commission.
   - C. Ordinance #15-33, Amending Precise Implementation Plan (WD-D0020-3).
7. Public comment upon matters not on the agenda or other announcements.
8. Recommendation from Finance/Personnel Committee to approve 2016 Recommendations for Seasonal Wage Scale

9. Recommendation from the Parks Director to authorize boiler replacement at the Community Center.
10. Ordinance #15-34, Amending §150-22 De Pere Municipal Code Regarding Overnight Parking.
11. Ordinance #15-35, Amending §150-3(e) De Pere Municipal Code Regarding Parking Violation Penalties.
12. Resolution #15-135, Establishing Penalties for Certain Parking Violations.
13. Resolution #15-136, Authorizing Agreement for Revaluation and Contract Assessor Services (January 1, 2016 - December 31, 2018).
14. Resolution #15-137, Revising Sewer Service Rates (December 2015).
15. Resolution #15-138, Authorizing Issuance of a Promissory Note for Temporary Borrowing of $147,000 for Public Purposes.
16. Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans, Inc.
17. Resolution #15-140, Regarding Reimbursement for Damage to Mail Receptacles Placed in the Public Way.
18. Resolution #15-141, Regarding Certain Fees.
19. Resolution #15-142, Authorizing Certain Fees for Health Department Services.
20. Resolution #15-143, Regarding De Pere Parks, Recreation and Forestry Recreation Programs, Swimming Pool and Community Center Fees 2016.
21. Consider Community Service Grant Application.
22. Appointment of Election Officials for 2016-2017 Elections.
23. Voucher Approval.
24. Operator License Applications.
25. Future Agenda Items.
26. City Administrator Annual Performance Evaluation.

    PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(c), the Council may convene in closed session for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

    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.

27. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:
Alderpersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Claudia Schultz
BLUE OVAL LLC
GCS HOLDINGS OF DE PERE LLC
WALMART REAL ESTATE PROPERTY TAX DEPT #0555
BAYLAKE BANK
LCN CAPITAL PARTNERS LP
WOODRIDGE HOLDINGS TREATS INC
C-III ASSET MANAGEMENT
1600 LAWRENCE DRIVE PROPERTIES LLC
MIDWEST EXPANSION DE PERE LLC
NICOLET COMMERCIAL DE PERE LLC
MENARD INC CORPORATE ACCOUNTING
HAI LAWRENCE LLC
LAWRENCE DRIVE OWNERS ASSOCIATION INC
LAND GALLERY LLC
SCHEURING ROAD LLP
HCP-DERMATOLOGY ASSOC LLC
NICOLET TOWNHOMES LLC
CRAIG S & KIMBERLY S. ROSNER
ROGER & KAREN RUF
ST. NORBERT COLLEGE ATTN: VP BUSINESS/FINANCE
C ANN HOLLENBACK
PETER NACKERS
LARRY J ROFFERS
AMY R WICK
ROSNER RENTALS LLC
DANIEL J & BARBARA J. DANEN
ROBERT N. EBBEN
LYNN E. FRANKLIN

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 15, 2015**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Approval of the Minutes of the December 1, 2015 Common Council Meeting.**

ATTACHMENTS:

- 12-01-2015 Common Council Minutes (DOC)

Common Council

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

Regular Meeting

Draft Minutes

Tuesday, December 1, 2015 7:30 PM De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on December 1, 2015 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.

3. Approval of the Minutes of the November 17, 2015 Common Council Meeting.

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

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

Mayor Walsh reminded the Alderpersons that the City Administrator evaluations are due on Friday.

5. Ordinance#15-31, Amending Chapter 46 De Pere Municipal Code Regarding Land Subdivisions.

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

6. Ordinance #15-32, Creating §86-7 De Pere Municipal Code Regarding Beekeeping.

Alderperson Rafferty explained for those listening that within the body of this ordinance, it does indicate that people will have to get written consent from adjacent property owners and proof of training to keep bees.

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

7. Resolution #15-130, Setting Fee for Beekeeping Permit.

Attachment: 12-01-2015 Common Council Minutes (4209 : Approval of the Minutes of the December 1, 2015 Common Council Meeting.)

Mayor Walsh explained that there is a $30 application fee and a $10 renewal fee.

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

8. Resolution #15-131, Authorizing Agreement Regarding Headquarters Expansion Between the City of De Pere, MASK, LLC and FLEX, LLC (600 Heritage Road).

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

9. Resolution #15-132, Approving and Establishing the Boundary and Project Plan Amendment for Tax Increment Financing District #10.

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

10. Resolution #15-133, Authorizing Submission of Department of Natural Resources Grant Application for Development of Recreational Boating Facilities.

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

11. Voucher Approval.

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

12. Operator License Applications.

CITY OF DE PERE - December 1, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	RASNER, OLIVIA M.	1807 BUNKER HILL CT.	DE PERE	WI	54115
2	WERNER, CAMERON B.	334 1/2 MAIN AVE.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BAKER, SAMANTHA L.	2701 HUMBOLDT RD.	GREEN BAY	WI	54311
2	EHNERD, TANNER J.	526 MARTIN ST.	DE PERE	WI	54115
3	JANSEN, ERIC J.	525 DUTTON AVE.	GREEN BAY	WI	54304
4	JOHN, JASMINE M.	4158 W. MASON ST.	ONEIDA	WI	54155
5	JOHNSON, PAUL A.	1019 GRANT ST.	DE PERE	WI	54115
6	MASON, BRANDI N.	342 HIGH ST.	WRIGHTSTOWN	WI	54180
7	NETZER, NICHOLAS R.	510 N. TENTH ST.	DE PERE	WI	54115

Attachment: 12-01-2015 Common Council Minutes (4209 : Approval of the Minutes of the December 1, 2015 Common Council Meeting.)

Alderperson Bauer moved, seconded by Alderperson Raasch to approve Previously Tabled Operator License Application #1 and to table Previously Tabled Operator License Application #2. Upon vote, motion carried unanimously.
Alderperson Bauer moved, seconded by Alderperson Boyd to approve Operator License Applications #1-2 and 5-7, to approve Operator License #4 contingent upon payment of an outstanding warrant, and to table Operator License Application #3. Upon vote, motion carried unanimously.

13. Future Agenda Items. None.

14. Adjournment. Alderperson Bauer moved, seconded by Alderperson Crevier to close the meeting at 7:40 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana D. Ledvina, Clerk-Treasurer

Attachment: 12-01-2015 Common Council Minutes (4209 : Approval of the Minutes of the December 1, 2015 Common Council Meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **Planning**

FROM: **Sarah Wallace**

SUBJECT: **Resolution #15-122, Regarding the Vacation of a Portion of Public Thoroughfare (George Street Right-of-Way Adjacent to ED-844).**

ATTACHMENTS:

- Reso15-122 (DOCX)
- ROW Map (PDF)
- PC_Staff_102 N Broadway (PDF)
- ROW Vacation Application (PDF)

RESOLUTION #15-122

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(George Street Right-of-Way Adjacent to ED-844)

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 December 15, 2015 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described George Street right-of-way adjacent to ED-844, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

PARCEL #1 - Southwest corner of site, George Street right of way
Part of Lot 7, Block 19, Original Plat of De Pere, East Side of Fox River, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the Southwest Corner of Lot 7, Block 20, Original Plat of De Pere; thence S00°35'30"W, 398.51 feet on the west line of said Block 19 to the Point of Beginning; thence S25°00'00"E, 16.17 feet; thence S69°00'00"E, 22.33 feet; thence N89°24'17"W, 17.98 feet; thence N44°29'47"W, 14.02 feet; thence N00°35'30"E, 12.47 feet to the Point of Beginning.

Said parcel contains 138 square feet or 0.003 acres of land more or less.

PARCEL #2 - Southeast corner of site
Part of Lot 7, Block 19, Original Plat of De Pere, East Side of Fox River, City of De Pere, Brown County, Wisconsin described as follows:

Commencing at the Southwest Corner of Lot 7, Block 20, Original Plat of De Pere; thence S00°35'30"W, 321.50 feet on the west line of said Block 19 to the north line of the South 10 feet of the North ½ of said Lot 8; thence S89°23'44"E, 120.71 feet on said north line to the west line of a public alley; thence S00°37'27"W, 83.06 feet on said west line to the Point of Beginning;

Attachment: Reso15-122 (4211 : Resolution #15-122, Vacate_George St)

thence S00°37'27"W, 16.30 feet on said west line; thence N89°24'17"W, 6.56 feet; thence N00°37'27"E, 16.30 feet; thence S89°24'17"E, 6.56 feet to the Point of Beginning.

Said parcel contains 107 square feet or 0.002 acres of land more or less.

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 or City Attorney are 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, contemporaneous with the closing on the real estate transfer from the City of De Pere to Broadway Investment Partners, LLC 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 3rd day of November, 2015.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

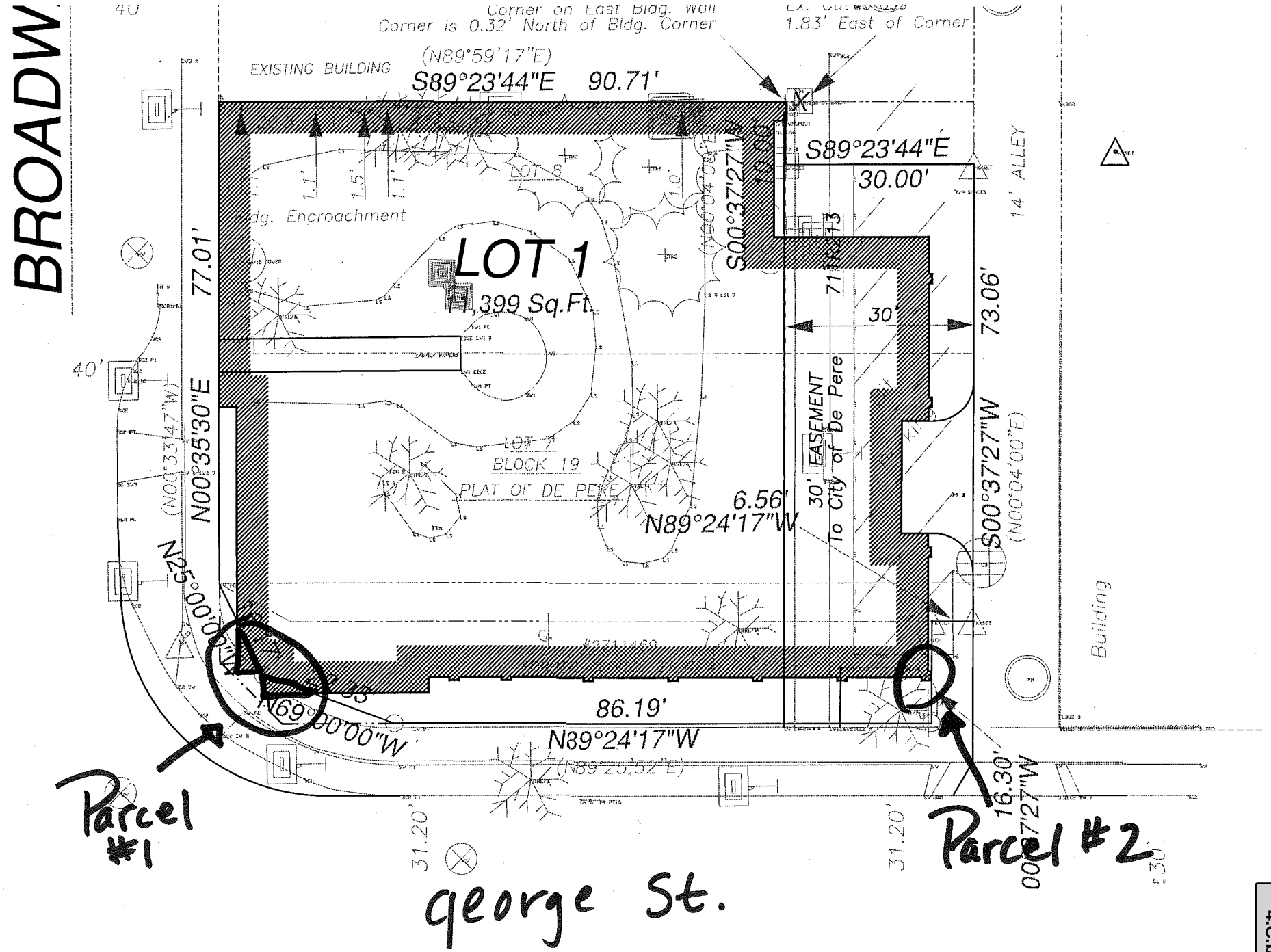
_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-122 (4211 : Resolution #15-122, Vacate_George St)

EXHIBIT A


BROADW
Corner on East Bldg. Wall
Corner is 0.32' North of Bldg. Corner
1.83' East of Corner
EXISTING BUILDING
(N89°59'17"E)
S89°23'44"E 90.71'
LOT 8
dg. Encroachment
LOT 1
11,399 Sq.Ft.
77.01'
N00°35'30"E
(N00°33'47"W)
40'
S89°23'44"E
30.00'
14' ALLEY
S00°37'27"W
10.00
71.13
73.06'
30'
EASEMENT
To City of De Pere
LOT 1
BLOCK 19
PLAT OF DE PERE
6.56'
N89°24'17"W
S00°37'27"W
(N00°04'00"E)
Building
N25°00'00"W
N69°00'00"W
86.19'
N89°24'17"W
(N89°25'52"E)
16.30'
31.20'
31.20'
Parcel #1
Parcel #2
george St.

Item 3: **Review the Vacation Request for a portion of George Street (next to 102 N Broadway). Applicant: City of De Pere.***

The City is working with the developers for the 102 N Broadway development project. They have requested vacation of small areas of right of way (ROW) that exist on the corners of George Street and Broadway, within the George Street ROW (see map). Traditionally in the downtown, the ROW would be right at the back of the sidewalk or a maximum of 6" off the back of the sidewalk. The developer and City are interested in vacating the areas shown on the map which, when vacated, would be combined with 102 N Broadway to accommodate building encroachments. Vacating this ROW will enlarge the overall buildable square footage for the site, and make accommodations for the approved building design.

The Plan Commission has approved the site plans, and the condition for this vacation, at its September 28, 2015 meeting.

Recommendation
Staff would recommend vacation of the ROW as shown and that the recommendation be forwarded to the Common Council for action.

Attachment: PC_Staff_102 N Broadway (4211 : Resolution #15-122, Vacate_George St)

	CITY OF DE PERE **APPLICATION FOR ROW VACATION**	**Fee:** **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)	Authorized Representative	Title	
City of De Pere	Sarah Wallace	Associate Planner	
Mailing Address	City	State	ZIP Code
335 S. Broadway	De Pere	WI	54115
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	
swallace@mail.de-pere.org	920-339-4043		

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

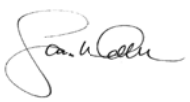
Name of ROW:	
Legal Description to be Vacated: (Please attach map)	Request to vacate portions of George Street on the north side. Please see attached information

SECTION 4: Reason of Vacation

Reason for Requesting Vacation of ROW:	Vacated areas to be combined with the parcel to the north ED-844

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)	Title	Phone Number
Sarah Wallace	Associate Planner	920-339-4043
Signature of Applicant 		Date Signed October 21, 2015

Attachment: ROW Vacation Application (4211 : Resolution #15-122, Vacate_George St)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **Planning**

FROM: **Sarah Wallace**

SUBJECT: **Resolution #15-134, Authorizing and Approving a Conditional Use Permit (Parcels WD-28-32, WD-33 and WD-39-44).**

The Plan Commission voted to recommend approval of the conditional use at its November 30, 2015 meeting.

ATTACHMENTS:

- Reso15-134 (DOCX)
- PC_Staff Memo_SNC_CU (PDF)
- CU APPLICATION_201511161610 (PDF)

RESOLUTION #15-134

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcels WD-28-32, WD-33 and WD-39-44)

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 15th day of December, 2015 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

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

> That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code, further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-39(2)(a), De Pere Municipal Code, for purposes of permitting within the R-2 Single and Two-Family Residence District, a Sports Center for the expansion project at 601 Third Street.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-134 (4196 : Resolution #15-134, SNC_CU)

Item 3: Conditional Use Application for renovations and addition to the St. Norbert College Sports Center Facility (601 Third Street) in a Single and Two Family (R2) Zoning District. Applicant: St. Norbert College*

A Conditional Use Application was submitted by St. Norbert College for an expansion and remodel of the Sports Center, located at 601 Third Street. The property is zoned R2 (Single and Two Family Residential). The table below summarizes some of the impacts related to the conditional use request.

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	X		
Will the proposed building be architecturally compatible with those in the surrounding area?			X
Will the condition create a:			
1. Noise problem		X	
2. Traffic problem		X	
3. Parking problem (see additional text in this staff report)		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	

Review:
This project will result in the loss of 50 parking stalls. SNC has submitted a parking study, dated 11/6/2015, as part of the conditional use and site plan requests. Per that study, which is attached, they have indicated that, per the parking requirements of the City's regulations, as a campus they are required to have 1,010 total parking stalls. Their study indicates they will have 1,271stalls after this project is constructed (261 above the required amount). As part of the site plan, you will see they have converted parking in the parking lot to the south of the building to accommodate 7 handicapped parking stalls. Parking concerns have previously been discussed but there have not been any recent complaints about parking availability.

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

1. The conditional use is forwarded to City Council for action.

Attachment: PC_Staff Memo_SNC_CU (4196 : Resolution #15-134, SNC_CU)

Attachment: CU APPLICATION_20151116161O (4196 : Resolution #15-134, SNC_CU)

CITY OF DE PERE
RECEIVED
NOV 2015
PLANNING DEPT.

CITY OF DE PERE

APPLICATION FOR CONDITIONAL USE

Fee: $ 275.00

Receipt #: 108056

Date: 11-16-15

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) Mau & Associates	Authorized Representative Tonya Wagner	Title Project Engineer	
Mailing Address 400 Security Blvd	City Green Bay	State WI	ZIP Code 54313
Email Address tawagner@mau-associates.com	Phone Number (incl. area code) 920-434-9670	Fax Number (incl. area code) 920-434-9672	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)			
Name (Ind. Org. or Entity) St. Norbert College	Contact Person Patrick Wrenn	Title Director of Facilities	
Mailing Address 100 Grant Street	City De Pere	State WI	ZIP Code 54115
Email Address patrick.wrenn@snc.edu	Phone Number (incl. area code) 920-337-3181	Fax Number (incl. area code)	

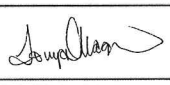
SECTION 3: Project or Site Location	
Project Address/Description 601 Third Street, large remodel and building expansion of center, parcels to be combined	Parcel No. WD-28 to 32, 34, 39-44

SECTION 4: Proposed Conditional Use	
Existing Zoning:	Institutional/Government
Present Use of Parcel:	Sports Center for St. Norbert College
Proposed Use of Parcel:	Sports Center for St. Norbert College
Present Use of Adjacent Properties:	To north, west, east and south college facilities, to the southeast residential

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)	Title	Phone Number
Tonya Wagner	Project Engineer	920-434-9670
Signature of Applicant 		Date Signed 11/12/2015

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):	

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **Planning**

FROM: **Sarah Wallace**

SUBJECT: **Ordinance #15-33, Amending Precise Implementation Plan (WD-D0020-3).**

The Plan Commission voted 4-1 at its November 30, 2015 meeting to accept staff's recommendation to deny the request.

ATTACHMENTS:

- Ord15-33 (DOCX)
- PC_Staff Memo_Life Church (PDF)
- Reference Material (DOCX)
- CHURCH MEMO_201511201049 (PDF)
- Rezone Application (PDF)
- WALMART LETTER_201511201049(PDF)
- A1.2 AREA PLAN (PDF)
- PC_PIP_Site Plans_Sportsmans (PDF)
- PPD_Walmart_Sportsman (PDF)

ORDINANCE #15-33

AMENDING PRECISE IMPLEMENTATION PLAN
(WD-D0020-3)

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

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 15th day of December, 2015 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the Precise Implementation Plan for the property located at 1551 Lawrence Drive, legally described as:

> Lot 1 of Volume 47, Certified Survey Maps page 292, being part of the SE¼ SW¼ and being part of SW¼ SW¼ of SEC 29 T23N R20E.

be and the same is hereby amended to allow for a substantial alteration to the original Planned Development District to allow for place of assembly/place of worship uses thereon, subject to the regulations set forth in and regulated by §14-59, De Pere Municipal Code.

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

Attachment: Ord15-33 (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Ord15-33 (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

Item 8: **Review of a Major Amendment to a Precise Implementation Plan for Life Church (1551 Lawrence Dr.) for a 48,000+ SF Place of Assembly, Parcel WD-D0020-3. Applicant: Life Church Green Bay Inc.***

Project Description:
The General Development Plan for the area that contains 1551 Lawrence Dr. was initially approved by the Plan Commission on February 25, 2002 with the approving Ordinance by City Council on April 2, 2002. See attached map for reference on the area of the Planned Development District. The area that is part of this approved Planned Development District, has had multiple Precise Implementation Plans (PIP) approved for the multitude of businesses and multiple family units available. Specifically for 1551, the Plan Commission approved the PIP in February 2004, to allow for Sportsman's Warehouse.

The original General Development Plan (2002) limited the permitted uses for the Planned Development Area. Since the original approval, a number of follow up reviews have occurred. A timeline of those reviews and the list of permitted uses are included in the attached reference memo.

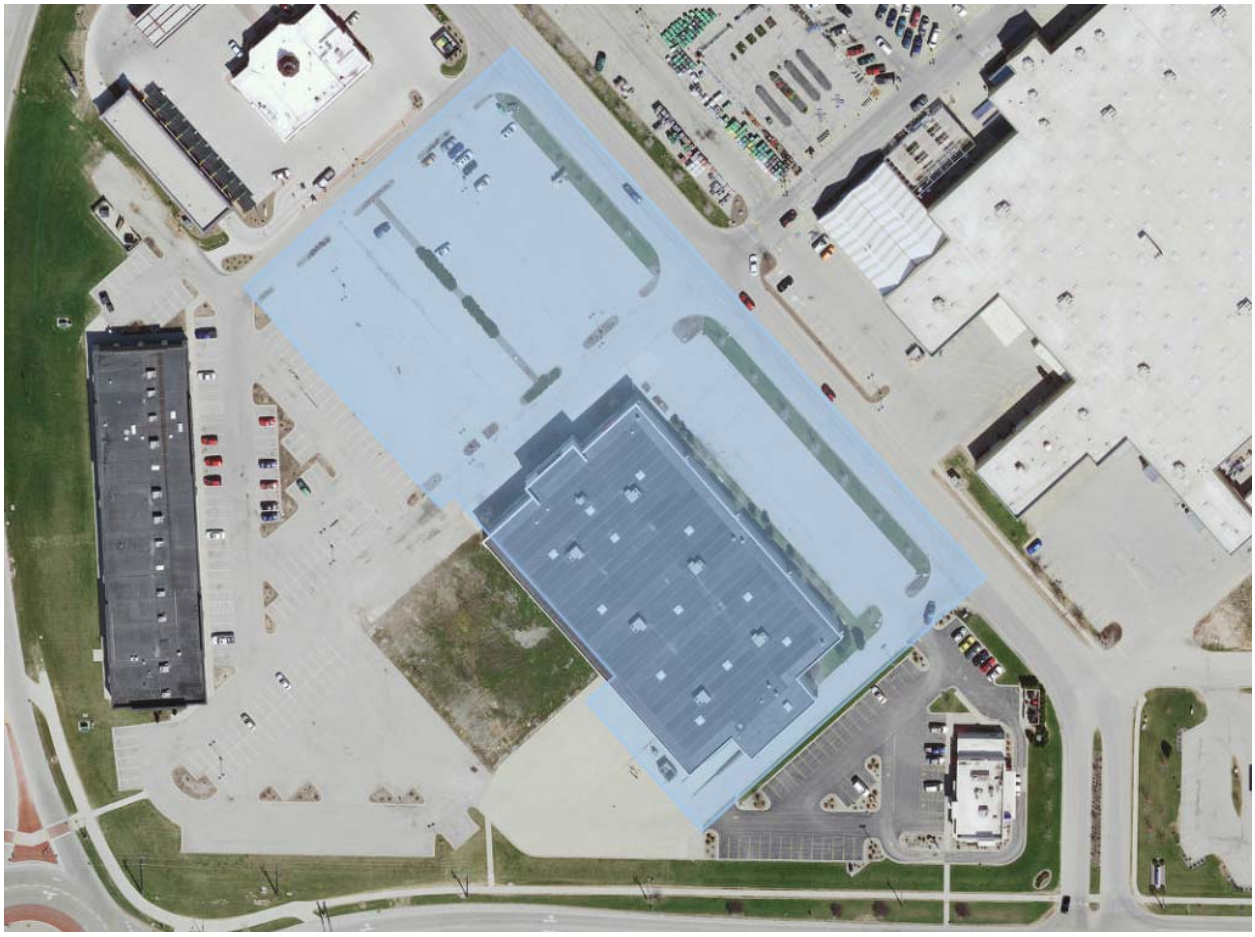


Figure 1: Site Location

City's Comprehensive Plan:
The City's Comprehensive Plan designates this property for Commercial Development. Excerpts from the Comprehensive Plan explaining that designation are provided on the attached reference memo.

Attachment: PC_Staff Memo_Life Church (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

Request:
Life Church is requesting a Major Amendment to the PIP to amend the list of permitted uses to allow for a place of assembly/meeting house/place of worship/church. Life Church has indicated that no exterior modifications or changes to the site will be completed, other than changing the color of the outside trim and signage. All modifications are for the interior of the building to convert the retail space into a space that meets the Church's needs as shown on the attached general plans.

Life Church has submitted a number of materials to the City for review including:

- Item A – Memo From Pastor
- Item B – Letter from Walmart Realty
- Item C – Site Plan for Sportsman's Warehouse
- Item D* – Letters from Members of the congregation
- Item E* – Book, Authored by Mr. Hennessy
- Item F* – Magazine - The American MegaChurch
- Item G* – Listing of addresses (Community, Zip Code and State) for active homes in the Church
- Item H* – Articles about churches going into retail spaces
- Item I* – Fall session schedule and brochure on the life groups for the fall session
- Item J* – News articles about Life Church
- Item K* – Elevations and expansion for current building for Life Church

*these items are available at City Hall for viewing, but are not included in your packet

Site, Building & Parking:
The major amendment request for this project is for a recently constructed building that substantially meets De Pere's zoning and design requirements for a commercial building. Due to the change in use, however, a parking capacity review is relevant.

The City's general parking requirements for this type of use are: one (1) parking space for each six (6) seats for churches, chapels, temples, and synagogues; with the anticipated 800 seat capacity, 133 parking spaces are required for this type of use. The approved PIP for Sportsman's Warehouse included 239 parking spaces. Therefore, the proposed use would meet City parking requirements, and accommodate potential expansion.

Analysis:
When reviewing the request to amend the PIP, staff researched the currently adopted Comprehensive Plan, the De Pere Zoning Code and previous Plan Commission / Council actions within the Planned Development. Please see the attached reference memo for additional background information.

The Comprehensive Plan and the Zoning Code identify the area in question to be of a commercial nature. They also identify the need for highly visible commercial property along the Scheuring Rd. and US 41 interchange. The underlying HWY A Zoning District is one of the most restrictive in the City as related to the list of permitted uses. The Planned Development for the area expanded on the uses permitted in HWY A, but neither includes places of assembly, meeting houses, educational institutions, cultural institutions, places of worship or churches. Places of Assembly/Meeting Houses/Places of Worship/Churches are permitted in the following zoning districts: (R1, R2, R3, R4,

Attachment: PC_Staff Memo_Life Church (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

B1 and B2). Generally, the permitted uses in this planned development have been clustered to create a node of intense everyday activity, filled with businesses that benefit from highway visibility.

Previous approvals for the Planned Development have generally aligned with a focus on commercial projects. However, in October of 2013, the Council did approve a General Development plan to permit multi-family development in the form of townhomes west of the Sportsman's Warehouse building. The plan required the townhomes to be constructed behind commercial outlots fronting onto Scheuring Road.

Our review of the Comprehensive Plan, Zoning Code and Planned Development history concludes that there is a strong intent to focus on Highway oriented commercial uses in this area. While the approved townhomes are not a commercial land use, they are located in part of the development that had limited to no highway visibility, and was adjacent to an existing residential area.

Factors to Consider:
Previous Council actions related to land use in this area demonstrate a strong desire for highway-visible commercial uses. Neither the Highway A Commercial District or the Planned Development list of uses for this area permit place of assembly/meeting house/place of worship/church.

The Comprehensive Plan clearly indicates this area to be commercial focused. At the same time, the plan also, as a goal for the entire city, calls for mixed-use commercial nodes that create activity centers.

The attendance numbers provided by Life Church indicate that they fall within the 'Megachurch' land use category (see attached reference memo for definition). Therefore, it is important to consider appropriate land use impacts and relationships. At the same time, the City zoning code does permit place of assembly uses in the B1 and B2 business districts, which include properties in a more commercial setting.

Conclusion:
Our research of the Comprehensive Plan, Zoning Code and Planned Development reviews for this property indicate a clear intent to maintain highway-oriented, commercial uses in this district. Life Church is a successful place of worship with a growing congregation. While they have identified a desire to be located in a commercial area, we believe that there are other commercial areas in De Pere that would be more suitable (the B1 and B2 zoning districts), and already have the appropriate zoning designation. Because of this, staff does not recommend amending the list of uses for the Planned Development.

Recommendation:
Staff does not recommend including places of assembly/meeting houses/places of worship/churches in the list of approved land uses for the Planned Development located at 1551 Lawrence Dr.

Attachment: PC_Staff Memo_Life Church (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

1551 Lawrence Dr. / Life Church Request – Reference Material

City's Approved Comprehensive Plan:

The Plan identifies this area for Commercial, pages 56 and 57 discuss the city's need for high visible commercial property, page 101 discusses the Scheuring Rd./US 41 interchange.

Highway Commercial (page 56 Comp Plan)
Future highway commercial development has been designated along the Highway 41 corridor for the City of De Pere. Recent development in this corridor has included motels, restaurants, office buildings, and the like at several different sites. Most of these sites have excellent visibility, accessibility, and location. New interchange access may be available at a future Brown County Southern Bridge route, in addition to existing interchanges at Scheuring Road and Main Avenue. A potential new interchange at Southbridge Drive would produce a prime commercial site and should be reserved for a high-end business/office use similar to the Humana-Employers Health office building. Infill of highway commercial areas and services is also recommended for the vacant land along U.S. Business Highway 41 at the southwest corner of the Main Avenue interchange.

Economic Development Assessment and Recommendations (page 97 Comp Plan)
There are five primary economic activity locations in the City. They include the downtown, the De Pere West Business Park, De Pere East Industrial Park, and commercial areas at the Main Avenue/USH 41 Interchange and the interchange of Scheuring Road/USH 41. The City of De Pere's location has a major impact on its economic development activities. The City's West Business Park is strategically located adjacent to the Scheuring Road/USH 41 interchange. USH 41 is the primary north-south carrier of traffic between Green Bay, the Fox Cities, and beyond. The East De Pere Industrial Park's location provides access to STHs 32 and 57 and CTH PP. The downtown area has historically been the focal point for the City, and it provides a tangible identity for the City while the expanded and proposed development of the Scheuring Road and the Main Avenue interchanges with USH 41 will provide both benefits and potential problems for the City to deal with. The City provides the quality of life amenities that many existing residents want to preserve and new residents may wish to experience. These include a strong business base, quality natural resources, two highly rated school systems, and an overall pleasant "small town feel" with the advantages of its convenient access to the many amenities associated with a larger metropolitan area. These are all advantages for the City to promote when recruiting new businesses. Businesses want to locate in an area where their employees will be content to relocate and contribute to the overall fabric of the City. As the City continues to develop, it must ensure that future economic development projects succeed in maintaining this competitive advantage by properly fitting within the community in scale and design.

Economic Development Scheuring Road/US 41 Interchange (page 101 Comp Plan)
The fifth area of primary economic activity in the City will likely be at the Scheuring Road/US 41 Interchange near the De Pere West Business Park. This area also serves as a gateway to the community and should set a positive first impression for people entering the City. The area has recently seen the development of a commercial strip center, which includes a Wal-Mart Super Store. A new Sleep Inn Motel recently opened with 60 rooms. Another retail store is also

Attachment: Reference Material (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

planned for the area immediately to the north of the Wal-Mart Super Store. Additional commercial outlot sites are available on Scheuring Road for this shopping center as well. The site's location adjacent to the interchange and the availability of public sewer and water, have made the site very attractive for commercial development. Similar to the circumstances at the Main Avenue/USH 41 Interchange, the City must work with the developers in the area to ensure that commercial activity at the interchange does not negatively impact its efforts in revitalizing the downtown. The City should also establish standards to avoid traffic congestion and utilize its existing commercial design standards to ensure good architectural design, landscaping, and building site layout.

1551 Lawrence is identified as Commercial Future Land Use (page 41 Comp Plan)

Current Uses in the PDD

All property in this area of the Planned Development District is in a retail/service use, consistent with the original approved uses for the project, except for the approved multi-family housing.

Zoning of Property

Current Zoning HWY A with a Planned Development District (uses allowed are listed above)

HWY A Zoning – List of Uses and Objective

Intent and purpose. The intent and purpose of the Highway 41 Business Corridor: District A, is to provide attractive, highway oriented business development adjacent to the highway interchange that is compatible with and will enhance the development of the Business Park while maintaining the integrity and visual image of the City of De Pere.

The purpose of the Highway 41 Business Corridor: District A, is to create a special district for highway oriented businesses while providing that such development is functional, architecturally appealing, and attractively landscaped.

(2)Permitted uses. The following uses shall be permitted in the Highway 41 Business Corridor: District A:

(a) Hotels, including eating and drinking facilities located within the principal structure.
(b) Motels, including eating and drinking facilities located within the principal structure.
(c) Restaurants, including drinking facilities located within the principal structure.
(3) Conditional uses.

The following conditional uses may be allowed in the Highway 41 Business Corridor: District A, subject to the provisions of Section 14-30 and definitions contained in Section 14-03:

(a) Drive-in or convenience food restaurants
(b) Motor vehicle service stations
(c) Combination motor vehicle service station and grocery store
(d) Shopping centers

Attachment: Reference Material (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

(e) Accessory buildings or uses customary and incidental to a permitted or approved conditional use
(f) Public utility and service uses as follows:
1) Electric substations
2) Fire stations
3) Gas regulator stations
4) Waterworks, reservoirs, pumping stations, and filtration plants
5) Telephone exchanges, telephone transmission equipment buildings, and microwave relay towers

Timeline of approvals for Planned Development District

February, 2002 — General Development Plan - Plan Commission (Rezoning from Highway 41 District A to PDD (with General Development Plan) – Parcels WD-D0011, WD-D0015, WD-D0020, WD-D0021 (approx. 67.07 acres) However, parcel WD-D0015 (1600-1620 Lawrence Dr.) was rezoned PDD in August of 1999.

April, 2002 — Rezoning and General Development Plan Approved by Council.
The approval included:

- Site plan that had Walmart and Menards buildings, lot 3 (1551) was just another area identified for development.
- Approved uses were :
  - Auto repair facilities
  - Auto supply stores
  - Banks and financial institutions with drive through
  - Car dealerships
  - Car washes
  - Convenience stores
  - Credit unions
  - Department stores
  - Department stores with grocery
  - Discount department stores
  - Fast food restaurants with drive through
  - Furniture stores
  - Garden centers
  - Gas stations
  - General retail stores
  - Grocery store or supermarkets
  - Health clinics
  - Health clubs
  - Hobby stores
  - Home improvement stores with lumber yards
  - Hotels and motels
  - Offices

Attachment: Reference Material (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

- Pharmacies with drive through
- R.V. and camper dealerships
- Service shops
- Sit-down restaurants
- Specialty retail stores
- Theaters
- Wholesale clubs
- Other businesses typically found in shopping centers

May, 2002	PIP – Walmart 186,215 SF building. The PIP also included a "Phasing Plan" for the entire development
July, 2002	PIP – Menards 162,340 SF building and warehouse
August, 2002	PIP revision – Walmart and Menards Changes to building exteriors and landscaping plan, as well as signage review
January, 2003	3 lot CSM on Scheuring Rd
May, 2003	PIP – Retail building 12,600 SF building on the north side of Scheuring Rd, immediately west of the development entrance
August, 2003	PIP – Baylake Bank (1450 Scheuring Rd)
November, 2003	PIP – Walmart addition 3,500 SF liquor store addition
February 2004	Precise Implementation Plan (PIP) The PIP gave the approval for Sportsman's Warehouse – 47,850 sq ft building with an approved 20,000 sq ft addition (not yet built). In the staff memo it details out the uses for each of the buildings that were part of this entire submittal. (Those uses were – specialty dry/good retailers, personal service providers and/or small offices)
February 2004	PIP – Multi-tenant buildings "De Pere Crossing" proposed a 20,000 SF mid-box building, a 24,000 SF multi-tenant building, and an 8,000 SF multi-tenant building
April, 2004	PIP – Dairy Queen (1500 Scheuring rd)
December, 2004	Sign Review for Sportsmans Warehouse/DePere Crossing

Attachment: Reference Material (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

March, 2005	CSM – Lawrence and Scheuring
February, 2007	PIP – Dermatology Associates (1400 Scheuring Rd)
February, 2011	PIP – Grand Central Station
March, 2011	PIP – Menards The original submission from 2002 never occurred. Resubmission included changes to parking configuration, building elevations, and the garden center design
May, 2011	PIP Amendment – Menards Minor amendment to move the building 15 feet closer to Lawrence Dr.
June, 2011	PIP – Culvers
July, 2011	PIP Amendment – Grand Central Station Elevation modifications for second tenant (it was proposed Dunkin Donuts)
January, 2012	PIP – Amendment – 1601 Lawrence Dr. (retail strip) Request to allow for a tavern/bar in one of the tenant spaces
November, 2012	PIP Amendment as a general development Plan–Original PIP was approved for commercial use. Developer is requesting amendment to add a multi-family development to the property.
October, 2013	PIP – Nicolet Townhomes 60 unit multi-family building, plus 2 retail parcels
July, 2015	CSM 1360 Scheuring Rd

Megachurches as a land use

A megachurch is an American term for a church having 2,000 or more people in average weekend attendance. At 800 seats proposed, it would take four fully occupied services to exceed 2,000 attendees. Life Church has demonstrated significant growth since they began in the Green Bay area.

The most notable trait of megachurches is the number of nonreligious amenities that they offer. Mega-churches often offer additional non-traditional, non-worship amenities to their list of church services that include but are not limited to coffee shops, activity areas, gymnasiums, etc. Mega churches also generally program activities throughout the week. Life Church has supplied a schedule showing their weekly activities and it includes:

- According to memo (11/8/15) from Life Church

Attachment: Reference Material (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

- List of events from website - http://lifechurchgreenbay.com/news-events/
- From website – group activities http://lifechurchgreenbay.com/wp-content/uploads/2015/09/Catalog-Web.pdf

Given the additional amenities and seating capacity, mega churches are not unlike other large-scale similar land uses like auditoriums, museums and activity centers. Because of this, it is important to consider the land use impacts that include traffic, parking, noise, etc. That said, even with the additional weekly programming, the core of most mega church activities revolves around their weekend services.

Attachment: Reference Material (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

Attachment: CHURCH MEMO_20151120104 9 (4197 : Ordinance #15-33, Amending Precise Implementation

LIFE CHURCH

November 8, 2015

City of De Pere
Planning Commission
335 S. Broadway
De Pere WI 54115

Honorable Mayor Michael J. Walsh & Members of the Planning Commission;

On October 29, 2015, Life Church, currently located at 1250 Mid Valley Drive De Pere WI 54115, completed the purchase of the building formerly known as The Sportsman's Warehouse, located at 1551 Lawrence Drive De Pere WI 54115. We purchased this building with the intentions of converting it into a new meeting place for our congregation. The journey of Life Church over the past 3 years has been memorable to say the least. In December 2012 my wife Sonny & I moved from San Diego CA to assume leadership of a shrinking congregation. What has happened in the past 35 months has been inexplicable. The growth of the congregation has been both steady and rapid. From December 2012 – June 2014 we saw an increase in attendance of 155%, causing us to outgrow our former church building located at 1880 Southbridge De Pere WI 54115. Due to the rapid growth we purchased our current building (Formerly known as the SC Grand) located at 1250 Mid Valley Drive De Pere WI 54115. We spent approximately $500,000 renovating the property and held our first service on July 20, 2014. The move to the new building catapulted our growth even further. In the past 14 months we have seen our congregation grow another 235%, and this past year Life Church in De Pere was listed as the 12th fastest growing church in America. The beauty of that growth is that it is about individual people. It's about people whose lives have been dramatically changed. It's about marriages that have been restored, families that have been reunited, addictions that have been removed, hopes and dreams that have been resurrected. People are hearing about what is happening here in De Pere and they are coming to our city to experience it firsthand. And it's not just on Sundays. Almost every night of the week we see hundreds of people using our facility for life giving, life changing meetings and groups. In fact, every week at Life Church we see thousands of people using our facility in some way, shape or form. Many of these people wouldn't typically have a reason to be in De Pere, but because they are here at our facility, they are eating in De Pere restaurants and cafes, drinking coffee at De Pere coffee shops, getting gas at De Pere gas stations and shopping in De Pere grocery stores before they make their trip back home. Obviously, at Life Church we are ecstatic that all of these people are filling our building every week. The only problem is, they are ***filling*** our building every week. We have run out of space in our current facility.

Attachment: CHURCH MEMO_20151120104 9 (4197 : Ordinance #15-33, Amending Precise Implementation

It's why we bought the larger facility at 1551 Lawrence Drive. We need more room to be able to see more lives changed. It's with that need in mind that we are requesting the Planning Commission for the City of De Pere to amend the Planned Development District zoning currently attached to the building to include the use of the property for a place of assembly/meeting house/place of worship/church.

We understand that it can seem unusual to think of a church being inside of a retail area, but it is becoming the trend around the country. Many growing churches are relocating to areas just like the area we have purchased in, for the same reasons we are. There is great visibility, easy access to and from the freeway for the droves of people who are travelling great distances for our services and meetings, and it allows us to steward our resources wisely by not building multi-million mega-structures outside of our community, that would only draw thousands of people away from retail areas on a weekly basis. We understand that for decades, churches have been located in residential areas, but just the sheer volume of traffic Life Church generates wouldn't allow us to be located in such a setting. We also understand that churches aren't typically allowed within industrial settings, so the options for meeting space for a church our size quickly becomes limited. From a number of standpoints having our location inside an area typically reserved for retail makes sense. For example, the number of people we will be drawing to the area will greatly boost the profitability of places like Bop's Bistro, Culvers, Arby's and the BP or Shell gas stations located within the vicinity of the church. The economic impact on places like Walmart and Menards would also be significant. It's a fact that isn't being underestimated by Walmart at the local or corporate level. When we spoke with De Pere store manager Frank Van Vonderen he expressed their excitement about having us as a neighbor and stated his anticipation that their weekend business would increase greatly due to the influx of people who will now be able to just run into the store while they're already parked next door at our church. The Walmart Corporate Office in Bentonville Arkansas is so convinced that Life Church will be a good neighbor that they have already provided us with written clearance to be able to convert the building into a worship center. In like manner, Menards Corporate has verbally expressed it's support of having us as a neighbor and are eagerly anticipating the influx of the more than $1,000,000 we will be spending in their store within the next 6 months as we proceed with the conversion of the space.

The only piece of the puzzle that remains Mr. Mayor and committee members is for Life Church to receive clearance from the City of De Pere to proceed with the build out of our new building. It with that in mind that, again, we formally request the Planning Commission for the City of De Pere to amend the Planned Development District zoning currently attached to the building to include the use of the property for a place of assembly/meeting house/place of worship/church.

Respectfully;

Shawn Hennessy
Lead Pastor

1250 Mid Valley Dr. De Pere, WI 54115 | (920) 632-4343
www.lifechurchgreenbay.com

Attachment: Rezone Application (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life

CITY OF DE PERE

APPLICATION FOR REZONING

Fee: $ 275.00

Receipt #: 107450

Date: 10-21-15

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)	Authorized Representative	Title	
Life Church Green Bay Inc.	Shawn Hennessy	Board President	
Mailing Address	**City**	**State**	**ZIP Code**
1250 Mid Valley Drive	De Pere	WI	54115
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
shawn@lifechurchgreenbay.com	920-632-4343		

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

Name (Ind. Org. or Entity)	Contact Person	Title	
Life Church Green Bay Inc.	Shawn Hennessy	Board President	
Mailing Address	**City**	**State**	**ZIP Code**
1250 Mid Valley Drive	De Pere	WI	54115
Email Address	**Phone Number (incl. area code)**	**Fax Number (incl. area code)**	
shawn@lifechurchgreenbay.com	920-883-9055		

SECTION 3: Project or Site Location

Project Address/Description	Parcel Number(s):
1551 Lawrence Drive De Pere WI 54115 (Sportsmen's Warehouse)	WD-D0020-3

SECTION 4: Proposed Rezoning Use

Existing Zoning:	Planned Development District		
Proposed Zoning:	Amend PDD to allow places of assembly		
Adjacent Zoning: North PDD	Adjacent Zoning: South PDD	Adjacent Zoning: West PDD	Adjacent Zoning: East PDD
Present Use of Parcel	Vacant Commercial		
Proposed Use of Parcel	Place of Assembly		

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)	Title	Phone Number
Shawn Hennessy	Board President	920-883-9055
Signature of Applicant		**Date Signed**
		10/20/2015

Attached additional sheets if necessary.

Attachment: Rezone Application (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life

LIFE CHURCH

October 21, 2015

City of De Pere
Planning Commission
335 S. Broadway
De Pere WI 54115
920-339-4050
Attention: Dave Hongisto

To Whom It May Concern;

Life Church Green Bay Inc. - located at 1250 Mid Valley Drive De Pere WI 54115 - has an accepted offer to purchase the building located at 1551 Lawrence Drive De Pere WI 54115 – formerly known as the Sportsmen's Warehouse in the amount of $1,750,000 (one million seven hundred fifty thousand dollars). We have submitted our non-refundable earnest money in the amount of $100,000 (one hundred thousand dollars) and are scheduled to close on or before October 29, 2015. This letter serves as an official request to have the Planning Commission for the City of De Pere amend the Planned Development District zoning currently attached to the building to include the use of the property for a place of assembly/meeting house/place of worship/church.

Respectfully;

Shawn Hennessy
President

Attachment: WALMART LETTER_20151120104 9 (4197 : Ordinance #15-33, Amending Precise

Walmart Realty

Realty Management
2001 SE 10th Street
Bentonville, AR 72716-0550

November 9, 2015

Shawn Hennessy
Lead Pastor
Life Church Green Bay
1250 Mid Valley Drive
De Pere WI 54115

Re: Usage Approval

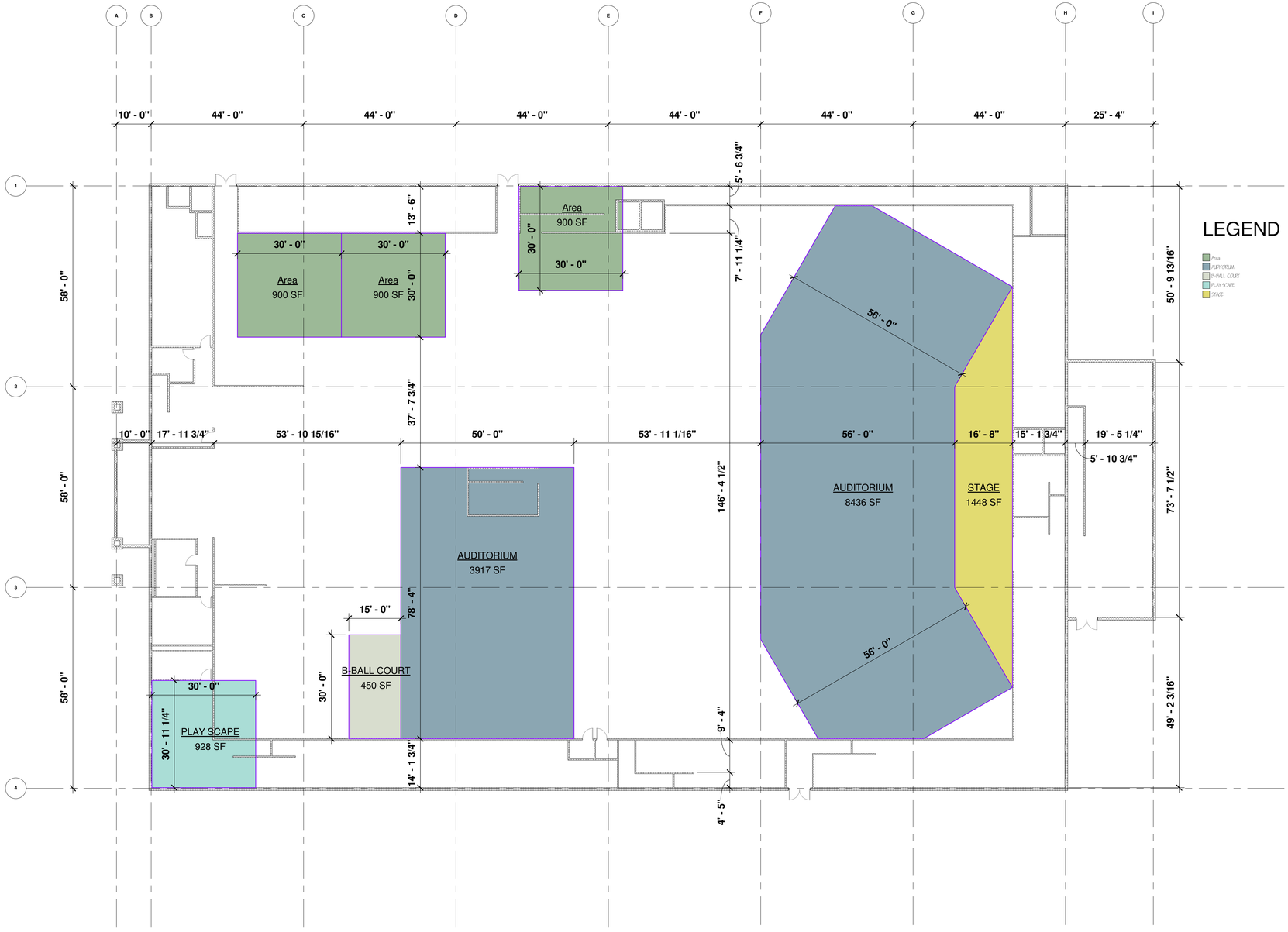
Dear Shawn:

Wal-Mart Real Estate Business Trust ("Walmart") approves of the proposed Life Church Green Bay to be located at the address of 1551 Lawrence Drive De Pere WI 54115.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Realty Manager
Myosha Polidore



1 A1.2 **FINISH FLOOR**
1/16" = 1'-0"

NOLANCARTER
ARCHITECTURAL DESIGN
1233 BARNARD STREET
GREEN BAY, WI
920-606-0144

LIFE CHURCH
1551 LAWRENCE DRIVE DE PERE, WI 54115

PROJECT
REMODEL
LIFE CHURCH

DRAWN BY:
I. WILSON

DATE:
11-4-2015

REVISIONS
11-4-2015 ORIG

CONTENTS
AREA PLAN

"COPYRIGHT NOTICE"
All specifications, plans, designs and documents created under this agreement are copyright protected and may not be sold, traded, transferred altered to or by any other party other than the owner, without the express written consent of the Ian Francis Wilson.

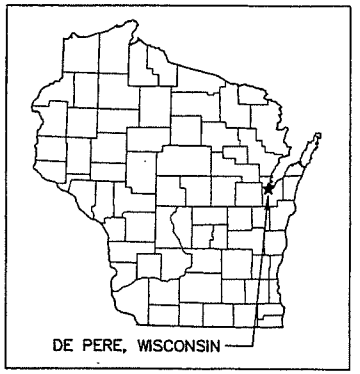
SHEET NUMBER
A1.2

Packet Pg. 36

SPORTSMAN'S WAREHOUSE / DE PERE CROSSING

CITY OF DE PERE

BROWN COUNTY, WISCONSIN



OWNER / DEVELOPER:

LAUTH PROPERTY GROUP (SPORTSMAN'S WAREHOUSE)
9777 N. COLLEGE AVENUE
INDIANAPOLIS, IN 46280
PH.: 317/848-6500

MIDWEST EXPANSION L.L.P. (DE PERE CROSSING)
1077 SUNLITE DRIVE
ONEIDA, WI 54155
PH.: 920/434-7707

ENGINEER:

National Survey & Engineering
Telephone 262-781-1000
Facsimile 262-781-8466
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Brookfield, WI 53005-5938
www.nsea.com

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PAUL MINTEN

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WAUWATOSA, WI 53225
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TRACY A. FARRAND, P.E.

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DE PERE, WI 54115
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DAVID MINTEN

BUILDING INSPECTOR
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DE PERE, WI 54115
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DAVID HONGISTO

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CITY OF DE PERE FIRE DEPT.
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DE PERE, WI 54115
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CHIEF STEVEN SERVAIS

GEOTECHNICAL ENGINEER
FOUNDATION ENGINEERING SCIENCE, INC.
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ST. PETERSBURG, FL 33716
727-576-1985
DON R. STITES, P.E.

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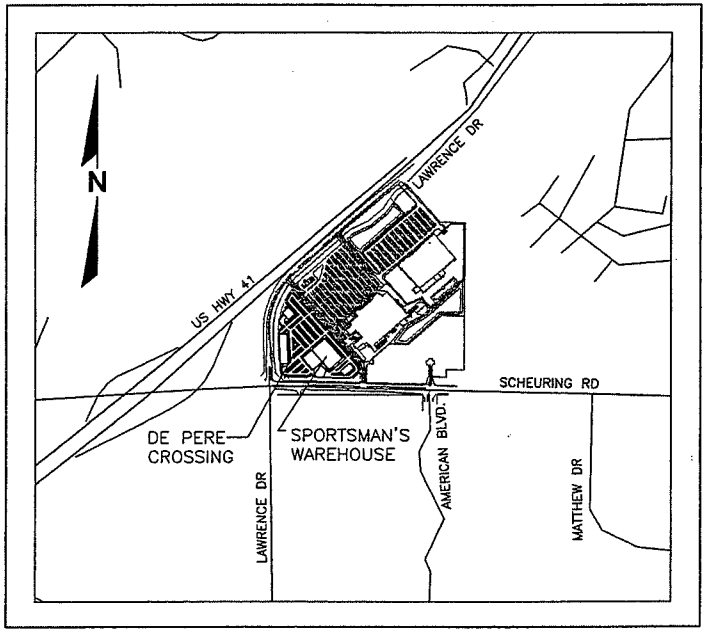
CITY OF DE PERE
WILLIAM PATZKE, A.I.C.P.
335 S. BROADWAY
DE PERE, WI 54115
920-339-4043

WISDOT
DISTRICT 3
944 VANDERPERREN WAY
GREEN BAY, WI 54304-5390
920-492-0148
DAVID B. NIELSEN, P.E.

VICINITY MAP

SCALE 1" = 500'



BENCHMARK:

FIRE HYDRANT TOP NUT, LOCATED APPROXIMATELY 400 FEET NORTH OF THE INTERSECTION OF LAWRENCE DRIVE AND SCHEURING ROAD.

ELEV. 632.64

PLAN INDEX

SHEET NO.	DESCRIPTION
	TITLE SHEET
S 1.0	ALTA SURVEY
C 1.0	SITE PLAN
C 2.0	GRADING
C 3.0	LANDSCAPING PLAN
C 4.0	LIGHTING PLAN
C 5.0	STORM SEWER PLAN
C 5.1	SANITARY SEWER AND WATERMAIN PLAN

PRECISE IMPLEMENTATION PLAN

PLAN DATE: FEBRUARY 16, 2004

REVISIONS	ISSUE DATE	SHEET NO.'S	ISSUED FOR

Attachment: PC_PIP_Site Plans_Sportsmans (4197 : Ordinance #15-33, Amending Precise

6.C.i

SOUTHWEST ELEVATION 3 A2.3
1/8" = 1'-0"

SOUTHEAST ELEVATION 2 A2.3
1/8" = 1'-0"

NORTHWEST ELEVATION 1 A2.3
1/8" = 1'-0"

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Revisions:

Project:

DePere Crossing Retail

HWY 41 AT SCHEURING ROAD
DEPERE, WISCONSIN

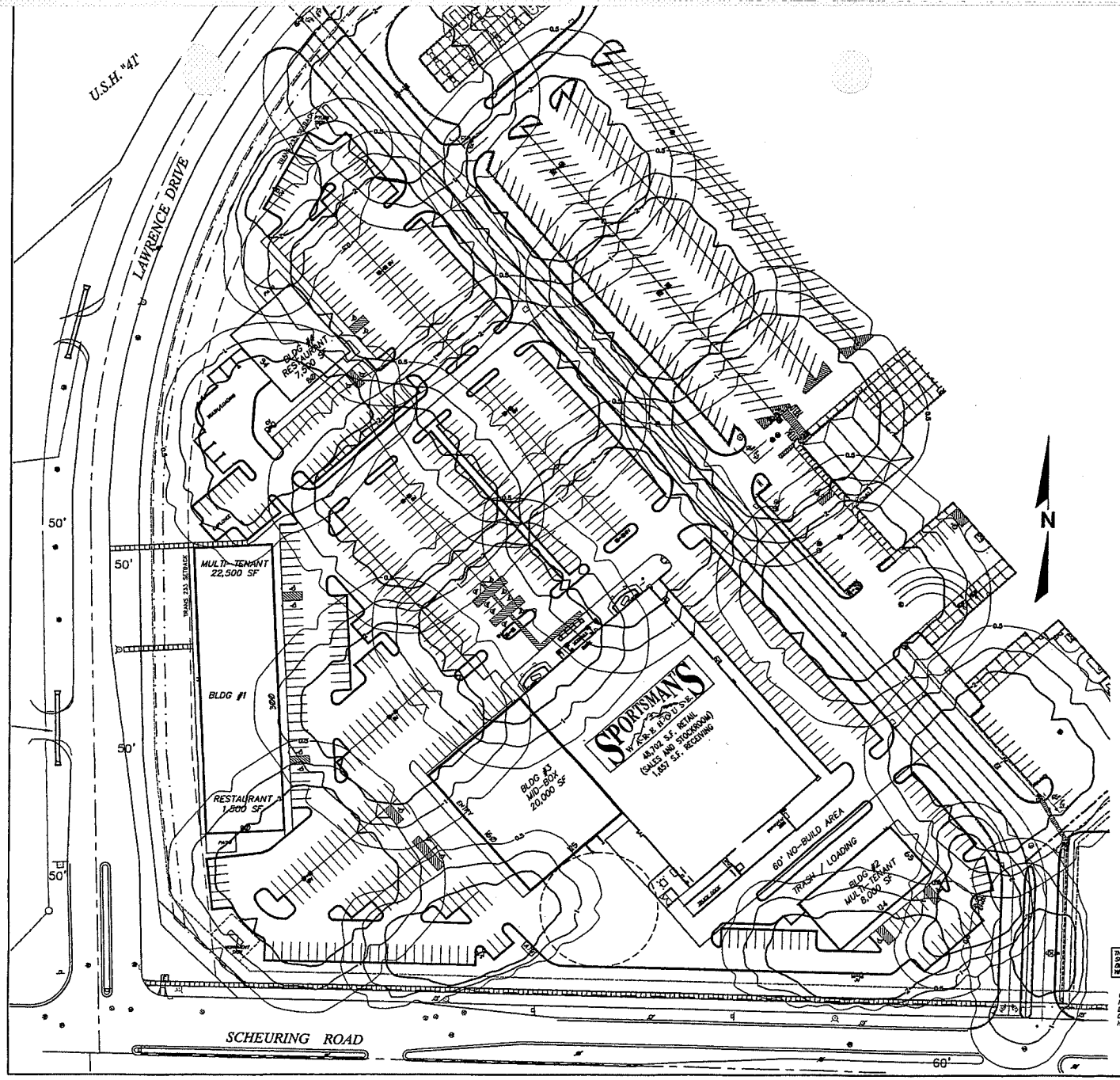
PERSPECTIVE DESIGN, INC.
9722 Watertown Plank Road, Bldg 5/5
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

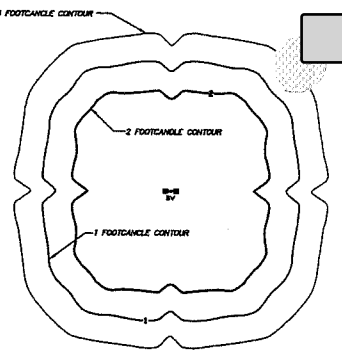
Drawing Title:

PROPOSED ELEVATIONS
(2) 10,000 S.F

Date:	02.12.04
Scale:	1/8"=1'-0"
Drawn:	JRP
Job:	04-009
Sheet:	A2.3

Attachment: PC_PIP_Site Plans_Sportsmans (4197 : Ordinance #15-33, Amending Precise





DETAIL OF FOOTCANDLE CONTOURS

LEGEND

- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING INLETS
- PROPOSED INLET
- PROPOSED INLET
- PROPOSED HANDICAPPED PARKING
- EXISTING LIGHTING
- PROPOSED LIGHTING (SEE LIGHTING PLAN)

NOTE: BUILDINGS WILL ALSO HAVE WALL PACK LIGHTING TO ILLUMINATE DOORWAYS, TRASH DUMPSTERS AND TRUCK/LOADING AREAS.

PRELIMINARY NOT FOR CONSTRUCTION

DIGGERS HOTLINE
Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

THE LOCATIONS OF EXISTING UTILITY INSTALLATIONS AS SHOWN ON THIS PLAN ARE APPROXIMATE. THERE MAY BE OTHER UNDERGROUND UTILITY INSTALLATIONS WITHIN THE PROJECT AREA THAT ARE NOT SHOWN.

CONTRACTOR SHALL PROVIDE EROSION CONTROL FACILITIES IN ACCORDANCE WITH THE CITY OF DE PERE EROSION CONTROL ORDINANCE AND THE WISCONSIN CONSTRUCTION SITE BEST MANAGEMENT PRACTICE HANDBOOK.

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PROJECT MANAGER: TRACY A. FARRAND, P.E.

SPORTSMAN'S WAREHOUSE / DE PERE CROSSING
DE PERE, WISCONSIN

LIGHTING PLAN

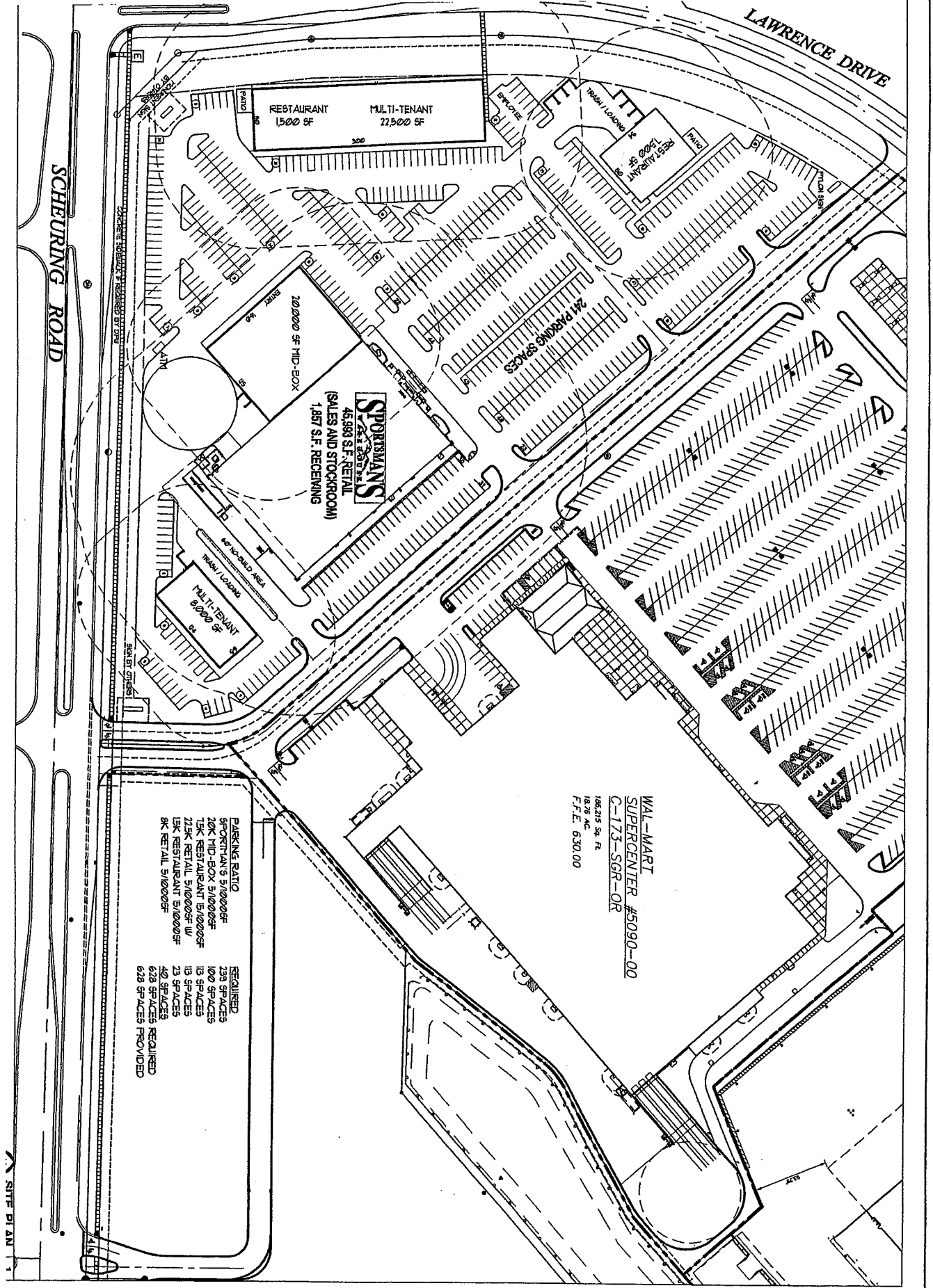
REVISIONS

DATE	BY

National Survey & Engineering

HSE PROJECT NO.: 3030290
DATE: 09-16-04 SCALE: 1"=40'
SHEET NO. C4.0

Attachment: PC_PIP_Site Plans_Sportsmans (4197 : Ordinance #15-33, Amending Precise



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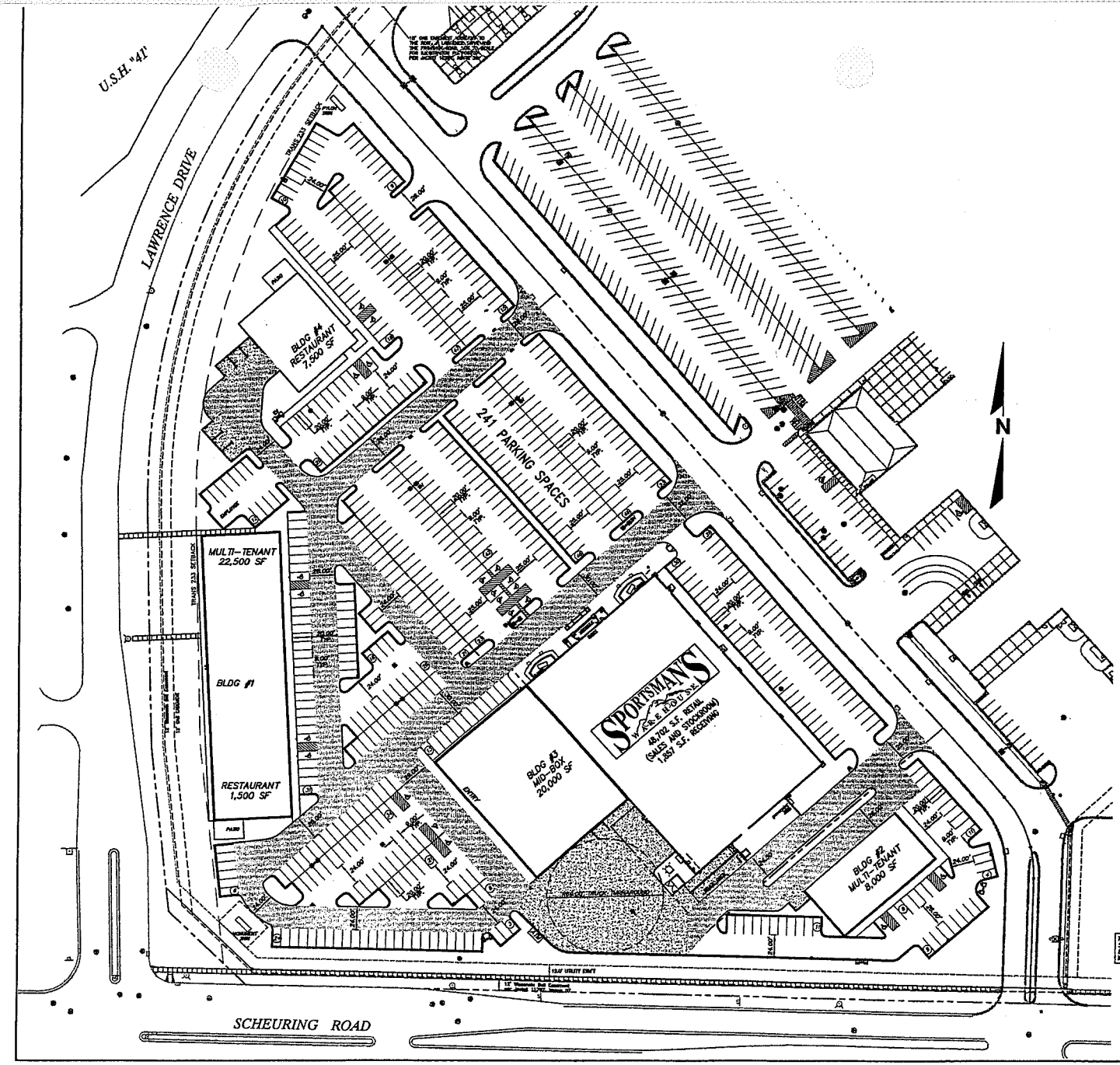
Sheet:	Drawing Title:	PERSPECTIVE DESIGN, INC. 9722 Watertown Plank Road, Bldg. S-5 Wauwatosa, WI 53226	Project:	DePere Crossing Retail	Revisions:
Job: 04-00	PRELIM. SITE PLAN			HWY 41 AT SCHEURING ROAD DEPERE WISCONSIN	
Drawn: JR					
Scale: 1"=40'					
Date: 02.12.04					



LEGEND

- PROPOSED BUILDINGS
- PROPOSED 18" CURB AND GUTTER
- PROPOSED PARKING SPACES
- PROPOSED HEAVY DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE PAVEMENT
- PROPOSED STANDARD DUTY ASPHALT PAVEMENT
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING INLETS
- PROPOSED INLET
- PROPOSED INLET
- PROPOSED HANDICAPPED PARKING
- EXISTING LIGHTING
- PROPOSED LIGHTING (SEE LIGHTING PLAN)

NOTE:
ALL DIMENSIONS ARE FACE TO FACE OF CURB UNLESS OTHERWISE NOTED.

PRELIMINARY NOT FOR CONSTRUCTION

DIGGERS HOTLINE
Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289

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PROJECT MANAGER: TRACY A. FARRAND, P.E.

SPORTSMAN'S WAREHOUSE / DE PERE CROSSING
DE PERE, WISCONSIN

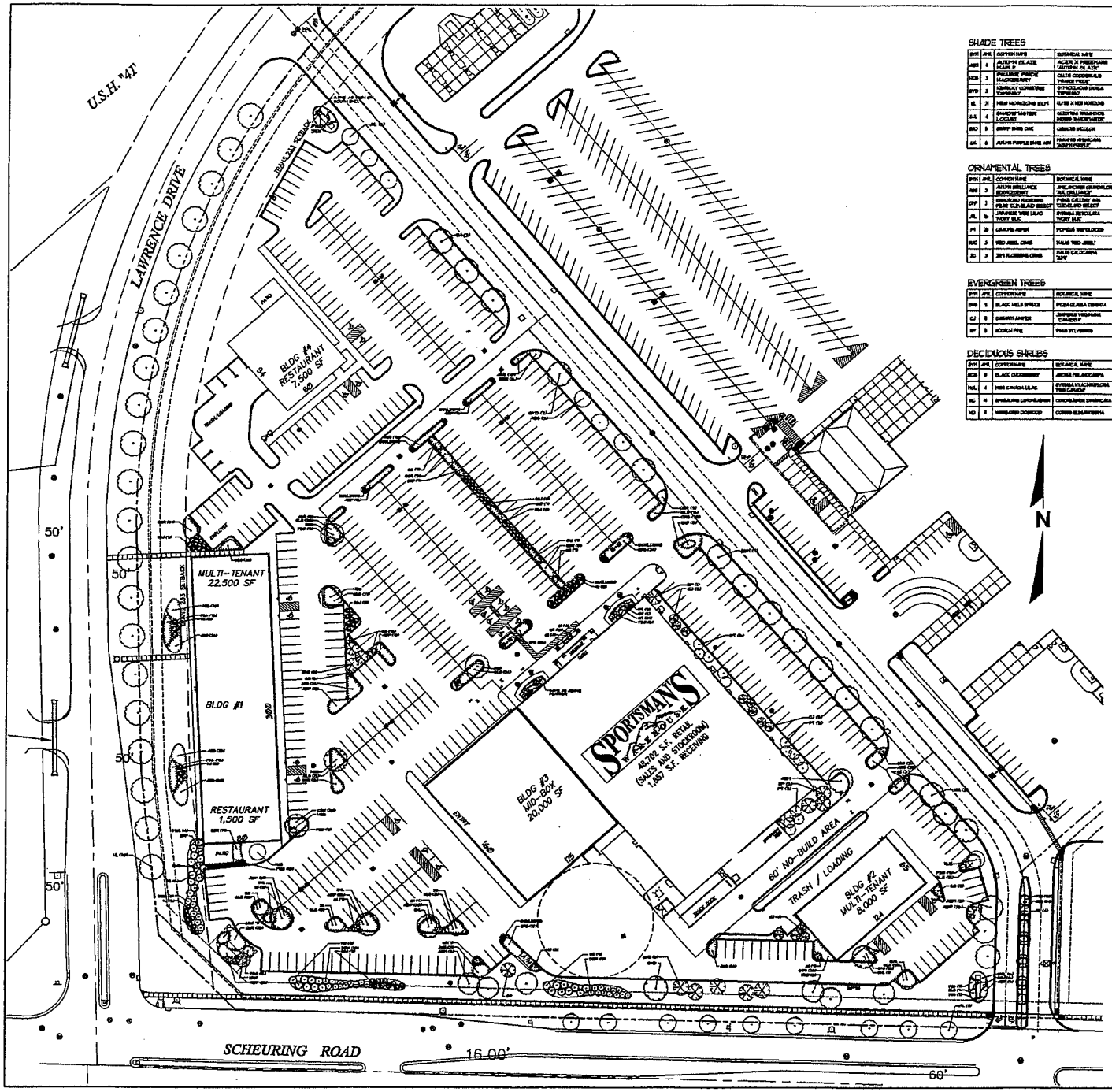
SITE PLAN

REVISIONS	
DATE	BY

National Survey & Engineering

NSE PROJECT NO.: 3030280
DATE: 02-19-04 SCALE: 1"=40'
SHEET NO. C1.0

Attachment: PC_PIP_Site Plans_Sportsmans (4197 : Ordinance #15-33, Amending Precise



SHADE TREES

SYM	APL	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
ASH	6	AUTUMN BLAZE MAPLE	ACER X FREEMANII 'AUTUMN BLAZE'	2 1/2" CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED
HCH	3	PRAIRIE PRIDE HACKBERRY	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	2 1/2" CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED
GYD	3	KENTUCKY COFFEETREE 'ESPRESSO'	GYMNOCLADUS DIOICA 'ESPRESSO'	2 1/2" CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED
EL	7	NEW HORIZONS ELM	ULMUS X NEW HORIZONS	2 1/2" CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED
SAL	4	SHADEMASTER LOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	2 1/2" CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED
BKO	5	SHARP SHIN OAK	QUERCUS ACUTISSIMA	2 1/2" CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED
AR	6	AUTUMN PURPLE SHADE ASH	FRAXINUS AMERICANA 'AUTUMN PURPLE'	2 1/2" CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED

ORNAMENTAL TREES

SYM	APL	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
AMB	3	AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER GRANDIFLORA 'AUTUMN BRILLIANCE'	7'	B&B	CLUMPFORM - NO STAKING REQ.
CRF	3	CRABAPPLE FLOWERING, PEAR 'CLEVELAND SELECT'	PYRUS CALLERYANA 'CLEVELAND SELECT'	7' CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED
JBL	6	JAPANESE TREE LILAC 'IVORY SILK'	SYRINGA RETICULATA 'IVORY SILK'	7' CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED
PT	29	CRABAPPLE, PRAIRIE	POPULUS TREMULOIDES	1 1/2" CAL	B&B	3" MIN. MULCH BED - NO STAKING REQ.
RBC	3	RED BUDDING CRAB	MALUS 'RED JEWEL'	7' CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED
SC	3	SPRING SNOWBURST CRAB	MALUS COLLICARPA 'SPRY'	7' CAL	B&B	STAKED, 4 GUYWIRE, 3" MIN. MULCH BED

EVERGREEN TREES

SYM	APL	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
BHS	5	BLACK HILLS SPRUCE	PICEA GLAUCA DENSATA	7' HT	-	STAKED, 3 GUYWIRE, 3" MIN. MULCH BED
CJ	8	CANAERT JUNIPER	JUNIPERUS VIRGINIANA 'CANAERTI'	5-6' HT	B&B	STAKED, 3 GUYWIRE, 3" MIN. MULCH BED
SP	5	SCOTCH PINE	PINUS SYLVESTRIS	7' HT	B&B	STAKED, 3 GUYWIRE, 3" MIN. MULCH BED

DECIDUOUS SHRUBS

SYM	APL	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
BCB	9	BLACK CHOKEBERRY	ARONIA MELANOCARPA	24"	POT	3" MIN. MULCH BED
NCL	4	NINE CANADA LILAC	SYRINGA X MACKENSENII 'NINE CANADA'	5'	B&B	3" MIN. MULCH BED
RC	8	SPREADING CRANBERRY	CRANBERRY SARGENTIANA	24"	POT	3" MIN. MULCH BED
VO	8	VARIEGATED DOGWOOD	CORNUS ALBA 'SIBIRICA'	5'	POT	3" MIN. MULCH BED

EVERGREEN SHRUBS

SYM	APL	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
AF	31	ANDORA JUNIPER	JUNIPERUS HORIZONTALIS 'ANDORA'	18"	CB	3" MIN. MULCH BED
BJ	34	BLUE GREEN JUNIPER	JUNIPERUS CHINENSIS 'BLUE GREEN'	24"	CB	3" MIN. MULCH BED
SY	4	SPREADING YEW	TAXUS X MEDIA 'TAUNTONII'	18-24"	B&B	3" MIN. MULCH BED

FLOWERING SHRUBS

SYM	APL	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
ABF	72	ABBOTSWOOD POTENTILLA	POTENTILLA FRUTICOSA 'ABBOTSWOOD'	18"	POT	3" MIN. MULCH BED
ASA	376	ANTHONY WATERER SPIREA	SPIRAEA BUMALDA 'ANTHONY WATERER'	18"	POT	3" MIN. MULCH BED
CAR	148	CARPENTER BEAUTY BARBERRY	ROSA 'CARPENTER BEAUTY'	18"	POT	3" MIN. MULCH BED
DSH	32	DWARF SHIN HONEYSUCKLE	DIERVILLA LONICERA	18"	POT	3" MIN. MULCH BED
GYS	55	GOLD FLAME SPIREA	SPIRAEA X BUMALDA 'GOLDFLAME'	18"	POT	3" MIN. MULCH BED
MLS	241	MISS LIMA PANICLE HYDRANGEA	HYDRANGEA PANICULATA 'LIMELIGHT'	24"	CB	3" MIN. MULCH BED

ORNAMENTAL GRASSES

SYM	APL	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
AS	149	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS	1 GAL	POT	24" SPACING
LS	48	LITTLE BLUE STEM	SCHIZACHYRIUM SCOPARIUM	1 GAL	POT	9" SPACING
MS	39	HEAVY METAL SWITCHGRASS	PANICUM VIRGATUM	1 GAL	POT	18" SPACING
MSP	29	PORCUPINE GRASS	MISCANTHUS SINENSIS 'STRICTUS'	1 GAL	POT	24" SPACING
OS	19	KARL FOERSTER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	1 GAL	POT	24" SPACING

PERENNIALS - MEDIUM

SYM	APL	COMMON NAME	BOTANICAL NAME	SIZE	ROOT	REMARKS
PD	94	DAYLILLY 'STELLA DE ORO'	HEMEROCALLIS	#2	POT	18" SPACING
PS	149	DWARF CRESTED IRIS	GERMANICA 'CRISPA'	#2	POT	18" SPACING
PW	41	HYPERION DAYLILLY	HEMEROCALLIS 'HYPERION'	#2	POT	18" SPACING

THOMAS MORTENSEN, ASLA
REGISTERED LANDSCAPE ARCHITECT
4580 CORAL DRIVE
BROOKFIELD, WI 53045
262-781-4462
FAX 262-781-4866

PRELIMINARY LANDSCAPE PLAN FOR:
SPORTSMAN'S WAREHOUSE
DE PERE, WISCONSIN

PRELIMINARY NOT FOR CONSTRUCTION

TRACY A. FARRAND, P.E.

SPORTSMAN'S WAREHOUSE / DE PERE CROSSING
DE PERE, WISCONSIN

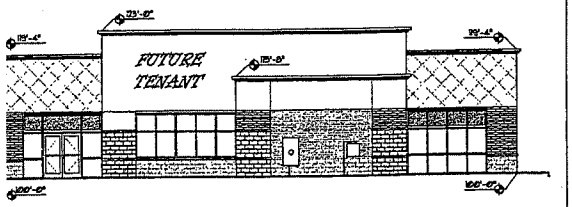
LANDSCAPING PLAN

REVISIONS	
DATE	BY

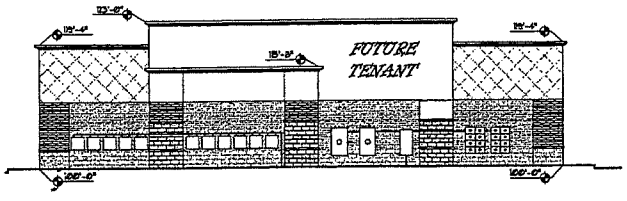
National Survey & Engineering

MSE PROJECT NO.: 3030280
DATE: 02-16-04 SCALE: 1"=40'
SHEET NO. C3.0

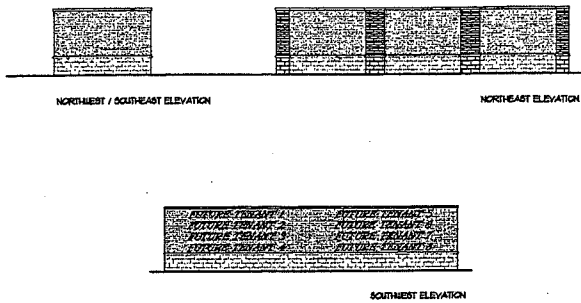
Attachment: PC_PIP_Site Plans_Sportsmans (4197 : Ordinance #15-33, Amending Precise



SOUTH ELEVATION 5 A2.1
3/32" = 1'-0"



NORTH ELEVATION 4 A2.1
3/32" = 1'-0"



TRASH ENCLOSURE / MONUMENT SIGN ELEVATIONS 3 A2.1
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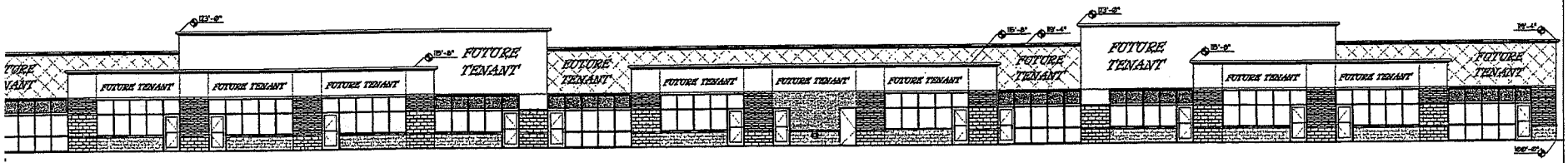

WEST ELEVATION 2 A2.1
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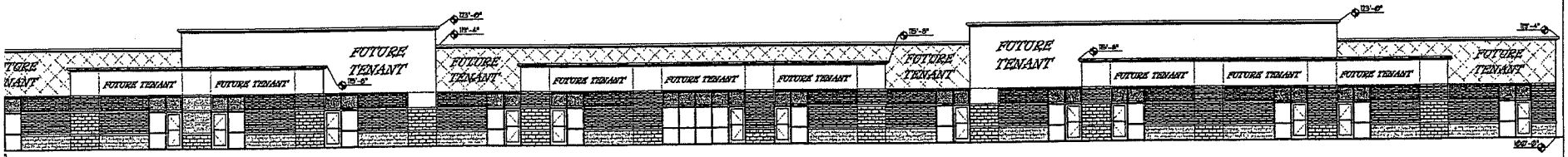

EAST ELEVATION 1 A2.1
3/32" = 1'-0"

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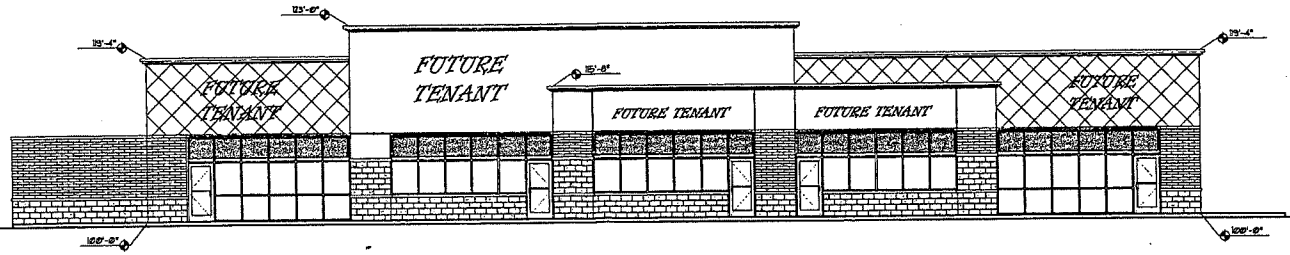
Project:
DePere Crossing Retail
HWY 41 AT SCHEURING ROAD
DEPERE, WISCONSIN

PERSPECTIVE DESIGN, INC.
8722 Watertown Plank Road, Bldg. 8-5
Wauwatosa, WI 53226

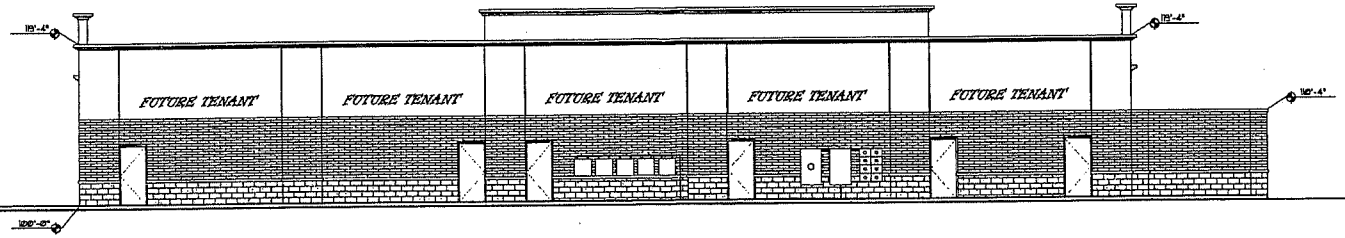
Drawing Title:
Proposed Elevations
24,000 S.F.

Date: 02/12
Scale: 1/8" = 1'-0"
Drawn:
Job: 04-
Sheet: A2.1

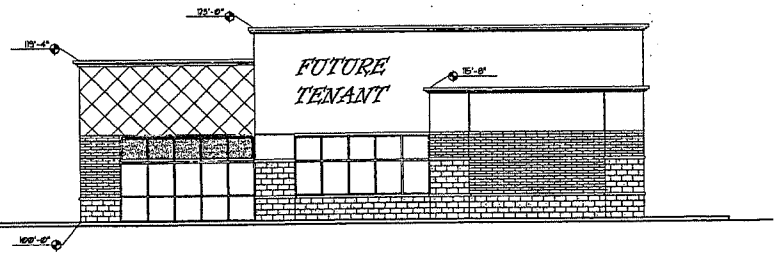
Attachment: PC_PIP_Site Plans_Sportsmans (4197 : Ordinance #15-33, Amending Precise



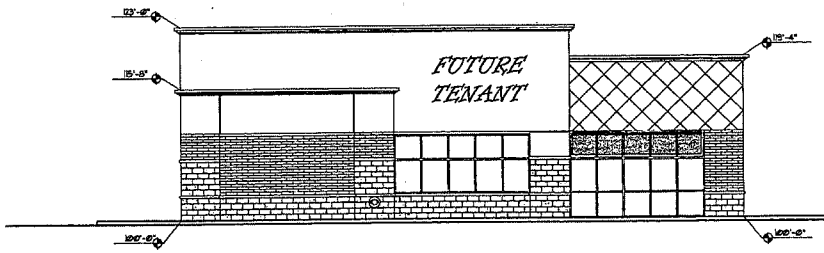
SOUTHEAST ELEVATION 3 A2.2
1/8" = 1'-0"



NORTHWEST ELEVATION 2 A2.2
1/8" = 1'-0"



NORTHEAST ELEVATION 4 A2.2
1/8" = 1'-0"



SOUTHWEST ELEVATION 1 A2.2
1/8" = 1'-0"

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PERSPECTIVE DESIGN, INC.
9722 Watertown Plank Road, Bldg. 3/5

Project:
DePere Crossing Retail
HWY 41 AT SCHEURING ROAD

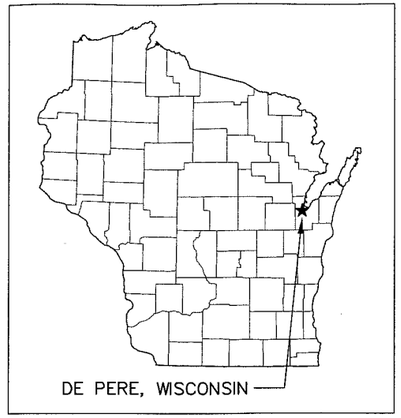
Drawing Tit
PROPOSEI
ELEVATION
8,000 S.F.

Date: 02/
Scale: 1/8
Drawn:
Job: 0
Sheet:
A2.

Attachment: PC_PIP_Site Plans_Sportsmans (4197 : Ordinance #15-33, Amending Precise

SPORTSMAN'S WAREHOUSE / DE PERE CROSSING

CITY OF DE PERE
BROWN COUNTY, WISCONSIN



OWNER / DEVELOPER:

LAUTH PROPERTY GROUP (SPORTSMAN'S WAREHOUSE)
9777 N. COLLEGE AVENUE
INDIANAPOLIS, IN 46280
PH.: 317/848-6500

MIDWEST EXPANSION L.L.P. (DE PERE CROSSING)
1077 SUNLITE DRIVE
ONEIDA, WI 54155
PH.: 920/434-7707

ENGINEER:

National Survey & Engineering
INTERALLIANCE
Telephone 262-781-1000
Facsimile 262-781-8466
16745 W. Bluemound Road
Suite 200
Brookfield, WI 53005-5938
www.nsae.com

PROJECT CONTACT LIST:

WATER DEPARTMENT
CITY OF DE PERE
WATER DEPARTMENT
925 S. 6th ST.
DE PERE, WI. 54115
920-339-4046
PAUL MINTEN

SEWER DEPARTMENT
CITY OF DE PERE
DEPT. OF PUBLIC WORKS
925 S. 6th ST.
DE PERE, WI. 54115
920-339-4060
ROY SIMONSON, P.E.

GAS COMPANY
WISCONSIN PUBLIC SERVICE CORPORATION
P.O. BOX 19002
GREEN BAY, WI. 54307-9002
920-617-5127
JERRY PEOT

POWER COMPANY
WISCONSIN PUBLIC SERVICE CORPORATION
P.O. BOX 19002
GREEN BAY, WI. 54307-9002
920-617-5275
DAVID PAANANEN

TELEPHONE CO.
AMERITECH
1800 INDUSTRIAL DRIVE
GREEN BAY, WI 54302
920-433-4041
MIKE DECET

ARCHITECT (SPORTSMAN'S WAREHOUSE)
GA ARCHITECTS, L.C.
3032 SOUTH 1030 WEST
SUITE 201
SOUTH SALT LAKE, UT 84119
801-908-8818
GLENN W. ANDERSEN, A.I.A.

ARCHITECT (DE PERE CROSSING)
PERSPECTIVE DESIGN, INC.
9722 WATERTOWN PLANK ROAD
BUILDING S-5
WAUWATOSA, WI 53225
414-302-1780
PETER OGOREK, A.I.A.

CITY ENGINEER
CITY OF DE PERE ENGINEERING DEPT.
925 S. 6th ST.
DE PERE, WI 54115
920-339-4061
LEE SCHLEY, P.E.

CIVIL ENGINEER
NATIONAL SURVEY AND ENGINEERING
16745 W. BLUEMOUND ROAD
BROOKFIELD, WI. 53005-5938
262-781-1000
TRACY A. FARRAND, P.E.

SURVEYOR
NATIONAL SURVEY & ENGINEERING
16745 W. BLUEMOUND ROAD
BROOKFIELD, WI 53005-5938
262-317-3235
PAUL A. KUBICEK, R.L.S.

CITY CLERK
CITY OF DE PERE
335 S. BROADWAY
DE PERE, WI 54115
920-339-4040
DAVID MINTEN

BUILDING INSPECTOR
CITY OF DE PERE
335 S. BROADWAY
DE PERE, WI 54115
920-339-4053
DAVID HONGISTO

FIRE DEPARTMENT
CITY OF DE PERE FIRE DEPT.
400 LEWIS STREET
DE PERE, WI 54115
920-339-4087
CHIEF STEVEN SERVAIS

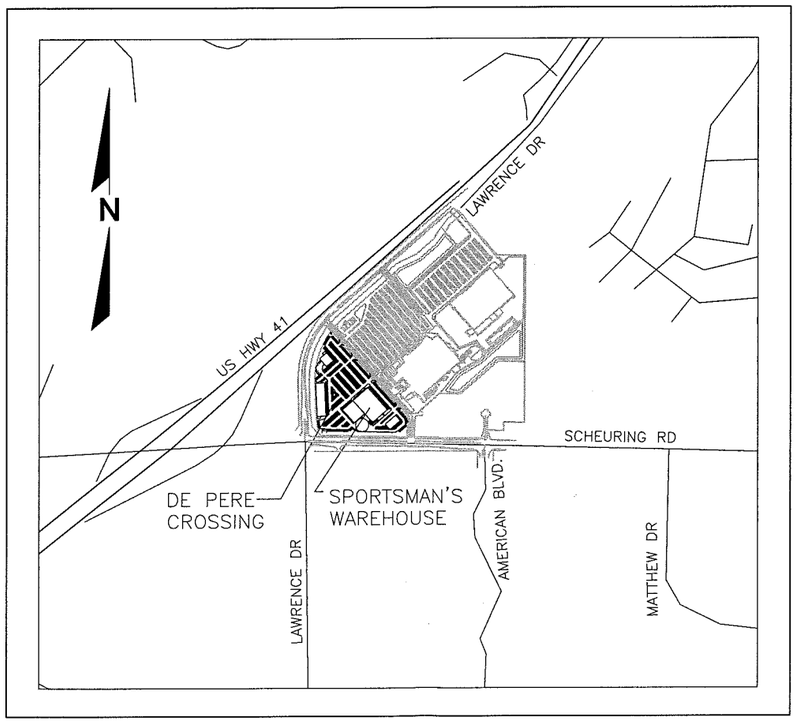
GEOTECHNICAL ENGINEER
FOUNDATION ENGINEERING SCIENCE, INC.
9515 INTERNATIONAL COURT
ST. PETERSBURG, FL 33716
727-576-1985
DON R. STITES, P.E.

CITY PLANNER
CITY OF DE PERE
WILLIAM PATZKE, A.I.C.P.
335 S. BROADWAY
DE PERE, WI 54115
920-339-4043

WISDOT
DISTRICT 3
944 VANDERPERREN WAY
GREEN BAY, WI 54304-5390
920-492-0148
DAVID B. NIELSEN, P.E.

VICINITY MAP

SCALE 1" = 500'



BENCHMARK:

FIRE HYDRANT TOP NUT, LOCATED APPROXIMATELY 400 FEET NORTH OF THE INTERSECTION OF LAWRENCE DRIVE AND SCHEURING ROAD.

ELEV. 632.64

PLAN INDEX

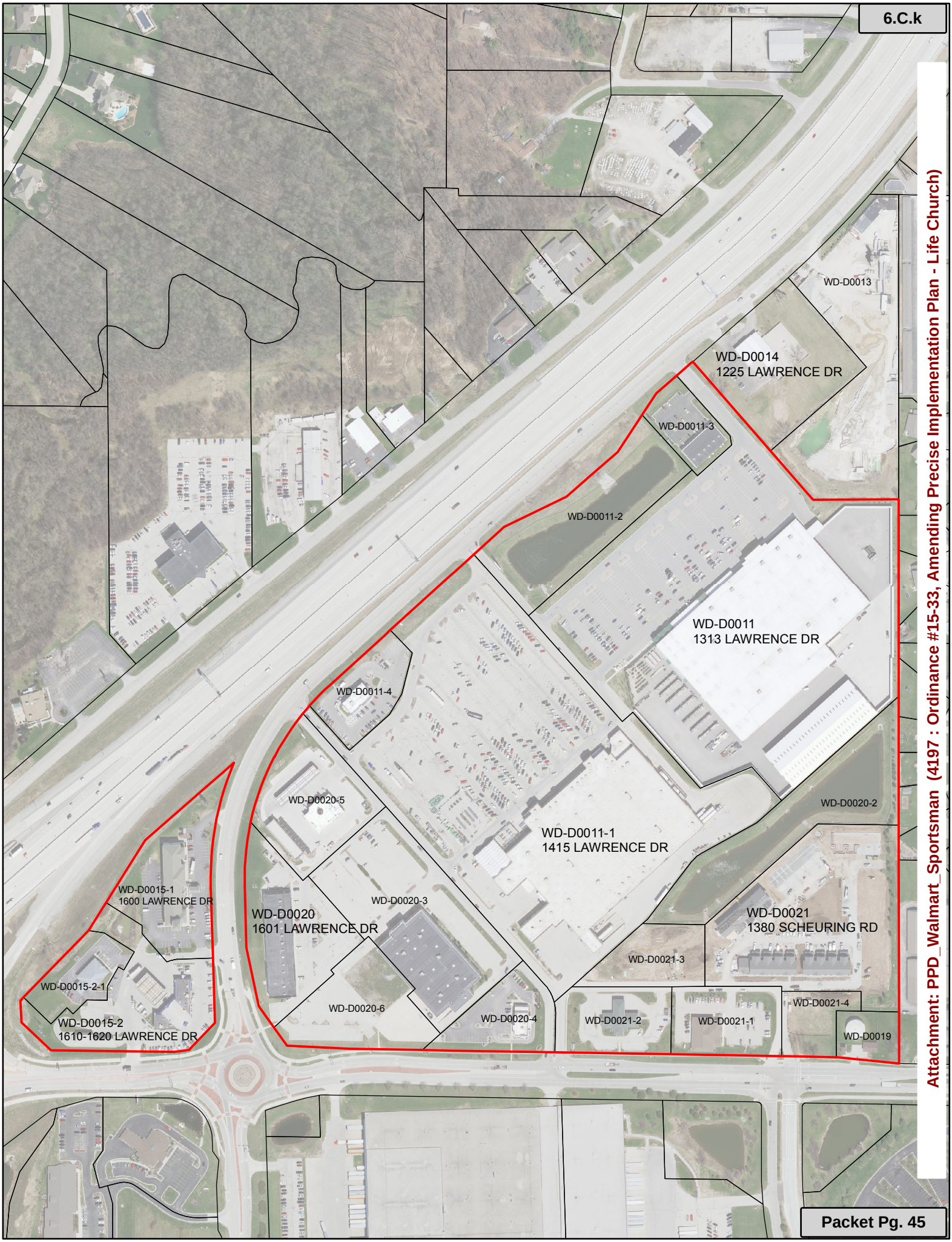
SHEET NO.	DESCRIPTION
S 1.0	TITLE SHEET
C 1.0	ALTA SURVEY
C 2.0	SITE PLAN
C 3.0	GRADING
C 4.0	LANDSCAPING PLAN
C 5.0	LIGHTING PLAN
C 5.1	STORM SEWER PLAN
	SANITARY SEWER AND WATERMAIN PLAN

PRECISE IMPLEMENTATION PLAN

PLAN DATE: FEBRUARY 16, 2004

REVISIONS	ISSUE DATE	SHEET NO.'S	ISSUED FOR:

030290\dwg\TS001E01.dwg, TS, 02/13/2004 01:41:25 PM, tr
Packet Pg. 44
6.C.j
Attachment: PC_PIP_Site Plans_Sportsmans (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)



Attachment: PPD_Walmart_Sportsman (4197 : Ordinance #15-33, Amending Precise Implementation Plan - Life Church)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 15, 2015**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation from Finance/Personnel Committee to approve 2016 Recommendations for Seasonal Wage Scale**

The Finance/Personnel Committee approved all of the changes as proposed.

ATTACHMENTS:

- Copy of DRAFT 2016 Park and Public Works Wage Schedule (rev. 12.2.15) (XLS)
- 2016 Proposed Wage Scale Memo1 - Finance.11-15.docx (3) (DOC)

Park Department & Public Works Department
2016 Seasonal Wage Scale
Wages Effective

Position	Step 1	Step 2	Step 3	Step 4
Park Department				
Level 1 - Pool - Concession Staff - Pool - Basket/Maintenance - Playground Leader - Assistant Instructor - Recreation Intern	$8.75	$9.00	$9.25	$9.50
Level 2 - Recreation Office Assistant - Community Center Facility Attendant - Kidz Zone & Camp Counselors - Lifeguard*** - Park, Street & Water Maintenance Laborer - Sign Maintenance Aide	$9.50	$9.75	$10.00	$10.25
Level 3 - Youth Recreation Supervisor - Lifeguard/WSI Instructor*** - Park Maintenance Lead - Building Maintenance Assistant - Mechanic Assistant	$10.50	$10.75	$11.00	$11.25
Level 4 - Community Center Maintenance - Basketball Supervisor	$11.00	$11.25	$11.50	$11.75
Level 5 - Tennis Instructor - Flag Football Official - Art/Theatre Instructor - Youth Activity Instructor - Engineering Aide	$12.00	$12.25	$12.50	$12.75
Level 6 - Dance, Pom, Twirling & Tumbling Instructor - Fitness Instructor - Enrichment Instructor - Tae Kwon Do Instructor/Tai Chi Instructor - Water Aerobics Instructor	$13.00	$13.25	$13.50	$13.75
Level 7 - Pool Manager	$14.00	$14.25	$14.50	$14.75
Level 8 - Band Director - *Yoga/Pilates/Zumba with basic certification	$16.50	$16.75	$17.00	$17.25

Attachment: Copy of DRAFT 2016 Park and Public Works Wage Schedule (rev. 12.2.15) (4223 : Recommendation from Finance/Personnel

Level 9	$20.00	$20.25	$20.50	$20.75
- * Yoga/Pilates/Zumba with advance certification after 1 yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs)				
Non-Classified Wage Rates				
- Scorekeeper	$9.50/ga	$9.75/ga	$10.00/ga	$10.25/ga
- Kickball Official**	$12.00/ga	$12.25/ga	$12.50/ga	$12.75/ga
- Slow/Co-ed Softball Umpire**	$15.00/ga	$15.25/ga	$15.50/ga	$15.75/ga
- Basketball Official**	$19.00/ga	$19.25/ga	$19.50/ga	$19.75/ga
- WIAA Certified Basketball Official**	$22.00/ga	$22.25/ga	$22.50/ga	$22.75/ga

The step scale is designed to reward employees for good and continual years of service. Employees are given a step increase with supervisor approval, for each year they return to same employment.
-First year employees in any classified level shall start at Step 1, unless approved by the Director of Parks, Recreation and Forestry and/or Director of Public Works.
-Supervisors shall only approve step increases if an employee returns the following year and if the employee had satisfactory work performance.
-All classified positions are not eligible for additional step increases past Step 4. Non-Classified wage rates are reviewed on an annual basis.

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

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

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

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

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

*** Effective 4/2015, the City will pay for lifeguard certification for new lifeguards, and WSI certified lifeguards, contingent on staff successfully completing one season of employment as a full time staff. Substitute guards are not eligible for reimbursement of their lifeguard certification.

Attachment: Copy of DRAFT 2016 Park and Public Works Wage Schedule (rev. 12.2.15) (4223 : Recommendation from Finance/Personnel

MEMO

TO: Members of the Finance/Personnel Committee

FROM: Paula Rahn, Recreation Superintendent
Marty Kosobucki, Park, Recreation & Forestry Director
Scott Thoresen, Public Works Director
Shannon Metzler, Human Resources Director

DATE: December 8, 2015

RE: 2016 Recommendations for Seasonal Wage Scale

Please find attached the 2016 proposed Seasonal Wage Scale for the Park, Recreation & Forestry and Public Works Department. Our wage scale has not been changed for over 7 years for 99% of the positions and in order to attract and retain quality candidates, staff is recommending several changes:

- Select positions were moved into different levels to better reflect the appropriate wage for the type of work performed and level of responsibility associated with the position.
- Some pay ranges were adjusted to stay competitive within the market. Many retailers are starting at $9.00/hr. for cashiers or higher and also offer benefits such as family discounts, free food, etc.
- Eliminated positions that no longer exist.
- Changed titles for Playground Supervisor to Playground Leader; Community Center Supervisor to Community Center Attendant.

Specifically, the following changes have been made for each level:

Level 1:
- Increased starting wage by $0.25 to $8.75/hr.

Level 2:
- Increased starting wage by $0.50 to $9.50/hr.
- Moved Lifeguards from RC-1 Pools classification (reflects increase from $9.25/hr. to $9.50/hr.). Recently, the Village of Ashwaubenon approved a starting wage for lifeguards at $10.00/hr. We continue to face a shortage of lifeguards and need to stay competitive in order to fully staff our pools and aquatic programs.
- Moved Street & Water Maintenance Laborer and Sign Maintenance Aide to this level. These positions were not previously in an official level. We have received very few applicants for these positions (reflects increase from $9.00/hr. to $9.50/hr.).

Level 3:
- Increased starting wage by $0.75 to $10.50/hr. due to level of responsibilities associated with positions.
- Moved Youth Recreation Supervisor from level 5 to better reflect duties associated with this position (reflects a decrease from $12.00/hr. to $10.50/hr.).
- Moved Lifeguard/WSI Instructor from level RC-1 (reflects increase from $10.00/hr. to $10.50). These positions have been very hard to fill and recently, Village of Ashwaubenon approved a starting wage of $10.50/hr. with other communities going through studies as well.
- Moved Mechanic to this level and retitled position to Mechanic Assistant. This position was not previously in an official level. We only received one applicant for the position in the last few years (reflects pay increase from $9.00 to $10.50).

Attachment: 2016 Proposed Wage Scale Memo1 - Finance.11-15.docx (3) (4223 : Recommendation from Finance/Personnel Comm. to approve

- Added the new Building Maintenance Assistant position that is also coming forward for approval.

Level 4:

- Moved Basketball Supervisor from level 3 due to the increase in responsibilities associated with the position (reflects increase from $9.75/hr. to $11.00/hr.).

Level 5:

- Moved Youth Activity Instructors from Level 4 due to the responsibilities associated with the positions and lesson planning required (reflects increase from $11.00/hr., to $12.00/hr.).
- Moved Engineering Aide to this level. This position was not previously in an official level. We have been having difficulty filling this position (reflects increase from $11.24/hr. to $12.00/hr.).

Level 6:

- Moved Tumbling Instructor from level 5 because comparable to Dance, Pom & Twirling instructor responsibilities; (reflect increase from $12.00/hr. to $13.00/hr.).
- Added Water Aerobics Instructor to this level because the position is under the realm of fitness and previously was not listed on our wage scale.

Levels 7 & 9:

- Wages stayed the same for these levels but switched positions within the levels to fall in line chronologically with wage order.

Level 8:

- Re-classified this level to include Yoga/Pilates/Zumba with basic certification and Band Director. Band Director position previously listed in Non-Classified Wages; however those positions are paid per game.
- Increased starting wage by $0.50 to $16.50 to stay competitive within the market. There is a strong demand for these positions as, at times, they are hard to fill.

Non-Classified Wage Rates:

- Currently there are no steps for non-classified positions like we have for the other seasonal positions. We proposed a step system so that returning staff have the ability to move ahead each year as a seasoned employee.
- Increased starting wage for kickball official from $11.25/ga. to $12.00/ga. due to the responsibilities of the position, that they officiate by themselves and to stay competitive in the market.
- Increased starting wage for softball and basketball officials by $0.25 each. Based upon difficulty filling positions and to stay competitive, pay increased from $14.75 to $15.00/ga. for softball official and $18.75 to $19.00/ga. for basketball officials.
- Added recently approved WIAA Certified BB Official at $22.00/ga.

If you have any questions please feel free to contact staff prior to the meeting. Thank you for your time and consideration.

Attachment: 2016 Proposed Wage Scale Memo1 - Finance.11-15.docx (3) (4223 : Recommendation from Finance/Personnel Comm. to approve

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 15, 2015**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Parks Director to authorize boiler replacement at the Community Center.**

Issue: Replacement of boiler at the De Pere Community Center.

Background: Staff encountered an issue with one of the boilers at the De Pere Community Center. The issue was a cracked heat exchanger which requires the unit to be shut down. The part is no longer made so repairing the unit would cost an estimated $15,000 - $20,000 based on input we received from contractors. While requesting quotes, the Community Center's other boiler experienced problems with a compressor. While we were able to get it repaired quickly to not hinder operations, it raised the level of concern and urgency to repair the other boiler. While we attempted to reach out to a number of HVAC contractors we received bids from two contractors. The bids we received were:

Tweet Garot - $40,388
K. Kelly - $32,138

Both bids will require about 5-10% additional for contingency costs related to software programming and electrical hook ups.

Focus on Energy - Staff has talked with Focus on Energy and can receive a rebate back in the amount of approximately $2400. This will be done once we receive an invoice for the work/installation of the boiler.

Staff is recommending the acceptance of the bid from K. Kelly to replace the boiler at the Community Center in the amount of $32,138 plus contingency costs.

ATTACHMENTS:

- QUOTES (PDF)
- Resolution #BOPW 15-01 (PDF)

K. KELLY, INC.

HEATING • COOLING • PLUMBING
CENTRAL VACS • RADON SERVICES
2057 Bellevue Street Green Bay, WI 54311
Green Bay: (920) 469-3500 - (920) 469-3502 Fax Fox Cities: (920) 779-6811 - (920) 779-0460 Fax

PROPOSAL

Submitted To:
City of De Pere
Municipal Bldg.
925 S. 6th St.
DePere, WI. 54115

Job Name:

600 Grant St
Community Center

Quote: Tank
Date: 11/19/2015
Cust ID: DePere

COMMUNITY CENTER BOILER REPLACEMENT

☐ BOILER REPLACEMENT

Equipment:

- NTI LX800 Trinity LX Gas Boiler 94% Steady State Eff. 800,000 BTU Natural Gas Free Standing Boiler
  (5 year full parts warranty, lifetime heat exchanger & 1 year on labor warranty)

Included:

- Removal of existing AO smith boiler & all debris complete with proper recycling of equipment.
- Reconnect gas line, water piping, condensate piping & PVC venting to adapt to the existing stainless system.
- Boiler control will run solely on the system's aqua stat & will modulate off of the outdoor temperature
- This installation will include all taxes, labor, local permit & commissioning of the new appliance

INSTALLATION COST : $32,138.00

WFOE Rebate : $1000.00 (via mail)

NOTE: Any parts that are good of the old equipment will remain to service any future problems with remaining boiler

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Trenton D Edge
Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 90 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

K. Kelly , Inc. will not accept credit card payments on account in excess of $1,000.00, unless customer pays, in addition to the amount of invoice, the credit card processing fee of 3%

Date of Acceptance _____

_____
Signature

TWEET/GAROT MECHANICAL, INC.

CORPORATE OFFICE:

2545 Larsen Road
P. O. Box 11767
Green Bay, WI 54307-1767
(920) 498-0400
Fax: (920) 498-8136

REGIONAL OFFICES:

2810 Jefferson Street
Wisconsin Rapids, WI 54495
(715) 421-0400
Fax: (715) 421-5442

1825 Dolphin Drive
Waukesha, WI 53186
(262) 436-0714
Fax: (262) 436- 0713

N911 US 41, Suite B
Menominee, MI 49858
(906) 863-0040
Fax: (906) 863-0042

www.tweetgarot.com

November 23, 2015

Marty Kosobucki
City of De Pere
925 South Sixth Street
De Pere, WI 54115

RE: Community Center Boiler Replacement

Dear Marty:

Our Budget Proposal to complete this project is **$40,388.00 (Forty Thousand Three Hundred Eighty Eight Dollars)**.

Our proposal includes:

1. Demo One (1) A.O. Smith Legend Boiler
2. Provide & Install One (1) Patterson Kelley N-1000-MFD Boiler
   - Sealed Combustion
   - Full Modulation Burner 5:1 Turndown (1000 MBH to 200 MBH)
   - Remote Operation Terminals and Remote Local Switch
   - FM & CSD1 Gas Train
   - Header & Outdoor Sensor
3. Provide & Install One (1) New Boiler Pump
4. Provide & Install New Boiler Venting & Fresh Air
5. Hot Water Supply/Return Piping
6. Gas Piping
7. Condensate Piping
8. Start-up and Owner Training

Our proposal does not include:

1. Any and All Electrical Upgrades & Disconnects
2. DDC or Control Changes/Upgrades

This proposal reflects material pricing as of this date and is valid for 30 days.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed. Any applicable tax is not included in this proposal. If this project is tax-exempt, an exemption certificate must be submitted with your purchase order.

Thank you for the opportunity to submit this proposal. Please call (920) 498-7630 or e-mail dave.lemay@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Green Bay

David Le May

Attachment: Resolution #BOPW 15-01 (4221 : Recommendation from the Parks Director to authorize

BOARD OF PUBLIC WORKS
RESOLUTION #BOPW 15-01

DECLARING PUBLIC EMERGENCY EXCEPTION TO PUBLIC BID REQUIREMENTS FOR BOILER REPLACEMENT AT THE COMMUNITY CENTER

WHEREAS, the Community Center, built in 2000, is served by two boiler units to supply heat and hot water to the center, with both boilers designed to operate on an alternating schedule; and

WHEREAS, City staff discovered in early November that one boiler unit was inoperable, leading to reliance on the other boiler unit for all heating requirements; and

WHEREAS, on December 1, 2015, while City staff was researching repair and/or replacement options for the boiler(s), the circulation unit in the one operable boiler unit malfunctioned; and

WHEREAS, although the circulation unit has been repaired, it is now known that replacement parts for the two boiler units are no longer available, leaving the Community Center in the position of no heat or hot water and the facility open to probable damage caused by cold weather should the remaining operable boiler again malfunction or need repair; and

WHEREAS, replacement of one or both boilers will exceed $25,000, necessitating at least a two week delay caused by mandatory advertisement for bids under Wis. Stats.§62.15, which, due to weather conditions, would threaten damage to the Community Center.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Board of Public Works of the City of De Pere, Wisconsin, that:

> The Community Center is threatened with damage caused by cold weather due to the loss of one boiler and the failing of the other boiler; and an emergency exists necessitating an exception to the public bid requirements of Wis. Stats. §62.15 *et seq.* It is determined therefore that the requirements of Wis. Stats. §62.15 *et seq.* need not be complied with for the replacement of one or both boilers.

Attachment: Resolution #BOPW 15-01 (4221 : Recommendation from the Parks Director to authorize

Adopted by the Board of Public Works of the City of De Pere, Wisconsin, this 7th day of December, 2015.

APPROVED:

Michael J. Walsh, Mayor
Chair, Board of Public Works

Ayes: 5

Nays: 0

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 15, 2015**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Ordinance #15-34, Amending §150-22 De Pere Municipal Code Regarding Overnight Parking.**

The Board reviewed the change in Overnight Parking Rules for Holidays and recommends the ordinance be changed to reflect overnight parking the day before and the day of all City recognized Holidays.

Alderperson Kneiszel requested on behalf of Alderperson Rafferty to put on the BOPW agenda the discussion of overnight parking for on street parking on holidays when the holidays fall on a weekday.

Normally, this would go to the Parking & Traffic Team for discussion with the team making a recommendation for the BOPW. Since it did not go to the Parking & Traffic Team, staff has had little time to research or discuss this item to come up with a recommendation for the BOPW. However, I did email the Police Chief on this matter prior to putting this memo together and the Chief is not opposed to making changes to the existing ordinance to allow for overnight parking on holidays that fall on a weekday.

ATTACHMENTS:

- Ord15-34 (DOCX)
- Sec. 150-22 Parking - Current Ordinance (DOCX)

ORDINANCE #15-34

AMENDING §150-22 DE PERE MUNICIPAL CODE
REGARDING OVERNIGHT PARKING

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

SECTION 1: §150-22(2)b.3, *Exceptions*, is hereby created as follows:

3. The day before and the day of the following holidays:

   i. January 1;
   ii. Memorial Day;
   iii. July 4;
   iv. Labor Day;
   v. Thanksgiving Day;
   vi. Day after Thanksgiving;
   vii. December 24; and
   viii. December 25.

with subsequent sections renumbered according.

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

SECTION 3: This ordinance shall be effective January 1, 2016.

Adopted by the Common Council of the City of De Pere, this 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____
Board/Committee Approval: 12/8/2015
Publication Date: _____
Effective Date: _____

Attachment: Ord15-34 (4220 : Ordinance #15-34, Amending ?150-22 DPMC Overnight Parking)

Sec. 150-22. - Parking.

When signs are erected giving notice of regulation, limitation or prohibition of parking, no person shall park a vehicle in violation of such regulation, limitation or prohibition.

(1) Parking within designated space. Where parking is allowed and parking spaces are marked upon the surface, all vehicles shall park within the marked spaces except vehicles that are longer than the spaces.

(2) Overnight parking.

a. General rule. Except as provided herein, no person shall permit any trailer, camper or other property capable of being towed, or any motor vehicle licensed in their name or under their use or custody to be parked upon any street, alleyway, parking mall, public parking lot or other public off-street parking area, between the hours of 2:00 a.m. and 5:00 a.m., Monday through Friday.

b. Exceptions. This prohibition shall not apply to:

1. Long-term parking permitted under subsection (3) of this Code.

2. Parking in those areas designated as 24-hour parking.

3. Exceptions granted by the police department to residents under the following circumstances:

i. The request is made during regular police office business hours (Monday—Friday, 8:00 a.m.—4:30 p.m.) or in an emergency, to the sergeant on duty if after 4:30 p.m.;

ii. The requester provides information to the police department regarding good cause for the requested exception. "Good cause" means uncommon circumstances experienced by the resident such that motor vehicle parking on private property is improbable or impractical. Examples of "good cause" include: driveway construction or maintenance, overnight houseguests, or owner/passenger medical condition.

iii. During each calendar year, no exception shall be granted for longer than three consecutive days and no more than 15 total days of exceptions shall be granted by the police department to any one address within the city unless the police department determines that the "good cause" shown to exist continues through no fault of the resident.

iv. No exception granted by the police department shall supersede any snow emergency declared.

c. In addition to the penalties provided for violations of this section, the street superintendent or designee may cause any vehicle to be removed from such street, alleyway, or parking area if such vehicle interferes with snow removal or other public purpose. The costs of towing such vehicle and all other associated charges shall be charged to the owner of such vehicle.

(3) Long term parking.

a. No permit required. Notwithstanding other parking restrictions set forth in this section, long term parking not exceeding 72 hours is permitted without a permit in certain areas identified in Schedule G, found in section 150-23.

b. Permit required. Notwithstanding other parking restrictions set forth in this section, long term parking not exceeding 72 hours is permitted only by annual permit, obtained in advance from the police department, in those areas identified in Schedule G, found in section 150-23.

Attachment: Sec. 150-22 Parking - Current Ordinance (4220 : Ordinance #15-34, Amending ?150-22 DPMC Overnight Parking)

c. Violators subject to parking limitation. Persons parking in such designated areas without a proper permit are subject to a two-hour parking limitation for such parking area.

d. Permit eligibility. No permit shall be issued by the police department pursuant to subsection b. above except as follows:

(i) To owners of businesses abutting Nicolet Square parking lot for use by the business owner or the business owner's employee(s); or

(ii) To an employee of a business abutting the Nicolet Square parking lot; or

(iii) To a tenant residing in a residential unit of a building abutting the Nicolet Square parking lot.

(4) Reserved.

(5) Exception to parallel parking on streets. Except as set forth in this subsection, all vehicles parking on public streets in the city shall be parked parallel to the curbline hearing in the direction of traffic on the right side of the street except that on one-way streets, vehicles may be parked on the left side of the street unless otherwise prohibited. Angle parking, or perpendicular parking, in relation to the curbline of the following designated streets or parts of such streets, is hereby permitted. Vehicles shall be parked at the angle designated by official signs, pavement markings or curbs:

a. James Street, south side, easterly from North Broadway to the public alleyway.

b. James Street, north side, from Wisconsin Street to Michigan Street.

c. Wisconsin Street, east side, from Cass Street southerly a distance of 120 feet.

d. Allard Street, east side, from Morning Glory Lane to Park Street.

e. Charles Street, south side, from Adams Street to Webster Avenue.

f. Wisconsin Street, east side, from Charles Street to Lewis Street.

(6) Overtime parking. No person shall permit a motor vehicle under that person's ownership, custody or control to be parked in any public street, alleyway, parking mall or public parking lot in excess of the time prescribed for such area or space as provided at subsection (10)f and g of this section, as such areas are specifically described in Schedule G, found in section 150-23.

(7) Posted/regulated areas. No person shall permit a motor vehicle under that person's custody, ownership or control to be parked contrary to a posted sign bearing any of the following regulations, which signs shall be posted in the areas designated in Schedule G, found in section 150-23:

a. No Parking

b. No Parking During School

c. Library Parking Only

d. No Parking, 4:00 p.m. to 9:00 p.m., Monday through Friday, June through August

e. Loading Zone

f. Twenty-Minute Parking, 9:00 a.m. to 6:00 p.m., Monday through Saturday

g. Two-Hour Parking, 9:00 a.m. to 6:00 p.m., Monday through Saturday

h. Reserved Parking

i. Long-term parking

j. Two-hour parking without long term permit

k. Voyageur Park Parking Only

Attachment: Sec. 150-22 Parking - Current Ordinance (4220 : Ordinance #15-34, Amending ?150-22 DPMC Overnight Parking)

l. No stopping or standing during school hours when children are present 7:30 a.m. to 3:30 p.m.

m. School Buses Only During School Hours

n. Two-Hour Parking During School Hours

o. No Parking at Any Time

p. Vehicle parking only

q. Vehicle with trailer-only parking

(Code 1974, § 43.22; Ord. No. 00-06, § 1, 4-5-2000; Ord. No. 02-07, §§ 2—6, 3-19-2002; Ord. No. 03-03, §§ 1-3, 1-21-2003; Ord. No. 04-10, § 2, 3-16-2004; Ord. No. 05-24, § 1, 7-19-2005; Ord. No. 06-41, § 1, 11-21-2006; Ord. No. 12-02, § 1, 2-7-2012; Ord. No. 15-01, § 2, 1-6-2015)

Attachment: Sec. 150-22 Parking - Current Ordinance (4220 : Ordinance #15-34, Amending ?150-22 DPMC Overnight Parking)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 15, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Ordinance #15-35, Amending §150-3(e) De Pere Municipal Code Regarding Parking Violation Penalties.**

ATTACHMENTS:

- Ord15-35 (DOCX)
- Sec. 150-3 Penalties - Current Ordinance (DOCX)

ORDINANCE #15-35

AMENDING §150-3(e) DE PERE MUNICIPAL CODE
REGARDING PARKING VIOLATION PENALTIES

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

SECTION 1: §150-3(e), *Parking*, is hereby repealed and recreated as follows:

(e) *Parking.*

(1) *Penalty.* The penalty for violation of the parking regulations as set forth in this chapter or as provided by Wis. Stats. §§346.50-346.55 (as may be amended from time to time), or any authorized temporary regulation, shall be as follows:

(A) as provided by Wis. Stats. §346.56 (as may be amended from time to time) for violations of Wis. Stats. §§346.50-346.55.

(B) as determined by resolution of the common council for violations of the following:

1. *Overnight parking* (§150-22(2) of this subchapter)

2. *Handicap parking* (Wis. Stats. §346.505)

3. *Posted/Regulated parking* (§150-22(7) of this subchapter)

(2) *Increased penalty.* The resolution of the common council authorized under paragraph (e)(1)(B) regarding penalties for violations shall include increased penalties to account for administrative costs incurred for any the citation that is not paid or contested on or before the tenth day after the incident resulting in the citation.

(3) *Notice.* If the citation is not contested as provided in this section and no payment is received by the city police department, the department shall send two notices by first class mail to the registered owner of the vehicle informing such owner of the date of issuance of the citation, the license number of the vehicle involved, the place the citation may be paid, the method by which the citation may be contested, the date by which the person must pay or contest the citation to avoid further action by the city, and the specific action which the city is authorized to take upon failure to pay or contest the citation. The two notices shall be sent within 28 days of each other.

Attachment: Ord15-35 (4216 : Ordinance #15-35, Amending ?150-3(e) De Pere Municipal Code)

(4) *Contesting citation.* If a person wishes to contest a parking citation, such request shall be made to the police department within 28 days of the violation. Such person shall be given an initial appearance date and the court shall thereafter schedule the matter for trial. Upon conviction, the court may impose court costs and other appropriate assessments in addition to the amount of the forfeiture.

(5) *Traffic violation or vehicle registration program for non-payment.* The city police department and court are authorized to enforce the collection of traffic forfeitures or nonappearance therefor in accordance with Wis. Stats. §345.28, and the traffic violation or registration program established by Wis. Stats. §85.13. If citations are processed under Wis. Stats. §345.28, any fees required by the state for use of such program shall be added to the original or increased citation amount and collected from the violator in the same manner as the penalties provided in the chapter.

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

SECTION 3: This ordinance shall be effective January 1, 2016.

Adopted by the Common Council of the City of De Pere, this 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____
Board/Committee Approval: n/a
Publication Date: _____
Effective Date: _____

Attachment: Ord15-35 (4216 : Ordinance #15-35, Amending ?150-3(e) De Pere Municipal Code)

Sec. 150-3. - Penalties for violation of chapter.

(a) Forfeiture and costs. The penalty for violation of any provision of this chapter shall be a forfeiture as provided in this section, together with the cost of prosecution imposed as provided in Wis. Stats. §§ 345.20—345.53.

(b) Uniform offenses. Forfeitures for violation of any provision of Wis. Stats. chs. 341—348, adopted by reference in section 150-1 shall conform to forfeitures for violation of the comparable state offense, including any variations or increases for second offenses.

(c) Special local regulations. The forfeiture for violations of this chapter, other than adopted provisions of the state code or parking offenses, shall be not less than $10.00 nor more than $400.00 for the first offense, and not less than $25.00 nor more than $400.00 for the second offense.

(d) Miscellaneous. The forfeiture for a violation of Wis. Stats. §§ 941.01(1) or 947.045 shall be not less than $50.00 nor more than $500.00.

(e) Parking. The penalty for violation of the parking regulations as set forth in this chapter or as provided at Wis. Stats. §§ 346.50—346.55, or any authorized temporary regulation, shall be as follows:

(1) Overnight/overtime. Violations of subsections 150-22(2) and (3) of this chapter shall be $10.00 per violation.

(2) Overnight parking. All violations of subsection 150-22(2) shall be $15.00 per violation.

(3) Handicap. Violations of Wis. Stats. § 346.505 or any ordinance in this chapter in conformity therewith shall be $50.00 per violation.

(4) Restricted/prohibited. All other violations of this chapter or the above-referenced statutory section or temporary regulations not specified in subsections (a) or (e)(5) of this section shall be $10.00 per violation.

(5) Notice. If the citation is not contested as provided in this section and no payment is received by the city police department, the department shall send two notices by first class mail to the registered owner of the vehicle informing such owner of the date of issuance of the citation, the license number of the vehicle involved, the place the citation may be paid, the method by which the citation may be contested, the date by which the person must pay or contest the citation to avoid further action by the city, and the specific action which the city is authorized to take upon failure to pay or contest the citation. The two notices shall be sent within 28 days of each other.

(6) Increased penalty. If the citation is not paid or contested on or before the tenth day after the incident, administrative costs shall be added to the citation, and the total cost of the citation shall be as follows:

a. Overnight/overtime, per violation $20.00

b. Handicap violations, per violation 60.00

c. Restricted/prohibited, per violation 20.00

(7) If a person wishes to contest a parking citation, such request shall be made to the police department within 28 days of the violation. Such person shall be given an initial appearance date and the court shall thereafter schedule the matter for trial. Upon conviction, the court may impose court costs and other appropriate assessments in addition to the amount of the forfeiture.

(8) The city police department and court are authorized to enforce the collection of traffic forfeitures or nonappearance therefor in accordance with Wis. Stats. § 345.28, and the traffic violation or registration program established by Wis. Stats. § 85.13. If citations are processed under Wis. Stats. § 345.28, any fees required by the state for use of such program shall be added to the original or increased citation amount and collected from the violator in the same manner as the penalties provided in the chapter.

Attachment: Sec. 150-3 Penalties - Current Ordinance (4216 : Ordinance #15-35, Amending ?150-3(e) De Pere Municipal Code)

(9) In addition to all fees authorized in this section, a $15.00 fee will be added to any total due if a check in payment of such required fine is not honored due to insufficiency of funds or otherwise.

(10) The city clerk-treasurer shall sell, at a price of $2.00 each, to merchants who operate businesses within the area identified as the central business district in schedule H on file in the police chief's office, tokens which may be redeemed as payment in full for citations for overtime or metered parking violations as proscribed at section 150-22(8) and (9), provided that such violations occur in such central business district and that the token is tendered as payment within 21 days of the date appearing on the citation.

(f) Speed. The provisions of Wis. Stats. § 346.60 shall apply to adjudications of violations of this chapter.

(g) Schedule. The city municipal court is directed to follow the bond and penalty schedule set forth in the Wisconsin Uniform State Traffic Deposit Schedule as updated from time to time, which schedule is incorporated by reference in this subsection and made a part of this section.

(Code 1974, § 43.03; Ord. No. 02-07, §§ 1, 3-19-2002; Ord. No. 04-12, §§ 1, 2, 5-4-2004; Ord. No. 04-33, § 2, 12-21-2004)

Attachment: Sec. 150-3 Penalties - Current Ordinance (4216 : Ordinance #15-35, Amending ?150-3(e) De Pere Municipal Code)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 15, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #15-135, Establishing Penalties for Certain Parking Violations.**

ATTACHMENTS:

- Reso15-135 (DOCX)

RESOLUTION #15-135

ESTABLISHING PENALTIES
FOR CERTAIN PARKING VIOLATIONS

WHEREAS, pursuant to §150-3(e) De Pere Municipal Code, as amended by Ordinance #15-35, the Common Council is required to establishes penalties for certain parking violations.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby imposes the following penalties, per violation, for the following:

1. *Overnight parking* (§150-22(2) De Pere Municipal Code) - $25.00
2. *Handicap parking* (Wis. Stats. §346.505) - $75.00
3. *Posted/Regulated parking* (§150-22(7) De Pere Municipal Code) - $25.00

BE IT FURTHER RESOLVED THAT:

If a parking citation is not paid or contested on or before the tenth day after the incident giving rise to the parking citation, the violation penalty shall be increased by $10.00.

BE IT FURTHER RESOLVED THAT:

The penalties established hereunder shall be effective for parking violations occurring on and after January 1, 2016.

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-135 (4217 : Resolution #15-135, Establishing Penalties for Certain Parking Violations)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **Building Department**

FROM: **David Hongisto**

SUBJECT: **Resolution #15-136, Authorizing Agreement for Revaluation and Contract Assessor Services (January 1, 2016 - December 31, 2018).**

ATTACHMENTS:

- Reso15-136 (DOCX)
- Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04 (PDF)
- Exhibit A - Accurate (PDF)
- Exhibit B - Accurate (PDF)
- Accurate Appraisal Contract_Staff Memo (PDF)

RESOLUTION #15-136

AUTHORIZING AGREEMENT FOR REVALUATION AND
STATUTORY ASSESSOR SERVICES
(January 1, 2016 – December 31, 2018)

WHEREAS, the City, in accordance with Wis. Stats. §70.05, is in need of revaluation assessment services; and

WHEREAS, pursuant to Wis. Stats. §62.09(1)(c) and §10-5 De Pere Municipal Code the City must appoint a statutory assessor;

WHEREAS, Accurate Appraisal, LLC has available and offers to provide personnel and facilities necessary to accomplish such revaluation and statutory assessor work, all in accordance with the attached Agreement for Revaluation and Statutory Services; 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 Revaluation and Statutory Assessor Services, as is attached hereto.

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 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso15-136 (4224 : Resolution #15-136, Accurate Appraisal contract)

Attachment: Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04 (4224 : Resolution #15-136, Accurate Appraisal contract)

AGREEMENT FOR REVALUATION AND STATUTORY ASSESSOR SERVICES (January 1, 2016 – December 31, 2018)

THIS AGREEMENT is entered into this _____ day of_____, 2015, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Accurate Appraisal, LLC, a Wisconsin limited liability company, ("Contractor").

WHEREAS, the City, in accordance with Wis. Stats. §70.05, is in need of revaluation assessment services; and

WHEREAS, pursuant to Wis. Stats. §62.09(1)(c) and §10-5 De Pere Municipal Code the City must appoint a statutory assessor;

WHEREAS, the Contractor has available and offers to provide personnel and facilities necessary to accomplish such revaluation and statutory assessor work, all in accordance with the Description of Services, attached hereto and incorporated by reference as Exhibit A.

NOW THEREFORE, upon the mutual covenants and promises contained herein, together with such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. REVALUATION SERVICES

A. Description of Project

The project involves the revaluation of the following classes of property within the City of De Pere:

- Residential improved
- Commercial
- All unimproved parcels

Attachment: Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04 (4224 : Resolution #15-136, Accurate Appraisal contract)

B. Scope of Services

1. Contractor agrees to perform all services necessary to complete the scope of work for revaluation assessment services identified in Exhibit A. Contractor shall perform such services in a competent and professional manner and in accordance with all applicable state statues, code, rules and as set out in the Wisconsin Assessor's Manual.

2. During the calendar year 2016, revaluation work of Contractor shall also include statutory assessment work.

C. Progress and Completion

1. Contractor shall provide City with monthly progress reports as to the proportion of work completed during the previous 30 days. Contractor may request progress payments based upon the ratio of completed versus yet to be completed work on the project. No progress payment shall be made by City until City verifies that such proportional work has in fact been completed to the satisfaction of City. City shall make payment within 30 days of receipt of invoice unless there is a dispute over the proportion of work completed.

2. As compensation for providing the market revaluation services in 2016, City shall pay Contractor $59,500 as set out in Exhibit B.

3. Contractor shall complete the revaluation work on or before December 31, 2016.

II. STATUTORY ASSESSOR

A. Services to be Provided

Contractor agrees to perform all services necessary to complete the scope of work for statutory assessor services identified in Exhibit A. Contractor shall perform such services in a competent and professional manner and in accordance with all applicable state statutes, codes rules and as set out in the Wisconsin Assessor's Manual.

B. Compensation

1. As compensation for Contractor providing the statutory assessor services for the period January 1, 2017 through December 31, 2018, City shall pay the Contractor the sum of $20,000 per year, as set out in Exhibit A.

2. Contractor shall submit an invoice monthly or quarterly for the proportional fee due (i.e., $1,666.66 per month or $5,000 per quarter), commencing after the initial billing period is completed. Contractor shall submit along with such invoice an activity report detailing the assessor duties performed during the billing period. City shall notify Contractor in writing of apparent discrepancies discovered in the detailed activity report.

3. City shall make payment on such invoice within thirty (30) days of receipt of the same.

C. Renewal of Statutory Assessor Services

This Agreement, as it relates to statutory assessor services, may be renewed by the parties for an additional two (2) year period (January 1, 2019 through December 31, 2020) upon written consent of the parties. Compensation for Contractor during the renewal period shall be as set forth in Section II.B. above.

D. Consultation with Chief Inspector/Assistant Assessor

Contractor shall, on a yearly basis after the Board of Review, meet with the City's Chief Inspector/Assistant Assessor in order to review property assessment/valuation revisions approved by the Contractor. Additionally, Contractor shall consult with the Chief Inspector/Assistant Assessor concerning assessment/valuation objections and/or appeals affecting either 10% or more of the property's assessed valuation or $250,000 in value prior to determining the appropriateness of the objection.

Attachment: Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04 (4224 : Resolution #15-136, Accurate Appraisal contract)

III. GENERAL CONTRACT PROVISIONS

A. Purpose/Use of Assessments

The services provided hereunder are intended for exclusive use as recommendation of value for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized nor intended.

B. Termination of Agreement

After January 1, 2017, either party may terminate this Agreement for any reason upon sixty (60) days written notice of termination sent to the other party in accordance with Section III.G.

C. Ownership and Form of Documents

All data sheets, note cards, notes, drawings, specifications, and all other documents, including those in electronic form, shall be deemed the property of City and Contractor shall not be considered the author or owner of any such document nor shall the Contractor retain any common law, statutory or other right therein, including copyright, patent or trademark. To that end, Contractor agrees to and hereby does assign and transfer to City all rights, title and all other interests in such documents, including copyright, trademark or patent rights therein.

All drawings, notes, note cards, specifications or other documents, including those in electronic form, prepared by the Contractor, are for use solely with respect to this project. Any other use shall is prohibited.

In addition to documents in printed form (also known as hard copies), if any, Contractor shall use Computer Assisted Mass Appraisal software to accurately provide the City with records of the maintenance and revaluation. For both residential and commercial valuation, Prolorem will be utilized following market data, Volume II of the Assessor manual and Marshall & Swift

Attachment: Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04 (4224 : Resolution #15-136, Accurate Appraisal contract)

cost tables. There shall be no additional cost to City for use of said software. Photographs of all improved parcels will be taken digitally at no additional expense to the City.

D. Confidentiality of Information

1. Contractor acknowledges that during the scope of performing the services hereunder, that Contractor may come in contact with or have access to confidential information, including confidential information required to be maintained as such under Wis. Stats. §70.47 and §10-17(g)(12) De Pere Municipal Code. Contractor agrees to keep and maintain all confidential information in a separate, secure location at City Hall.

2. Contractor acknowledges that the City is governed by the Wisconsin Public Records Law (Ch. 19 Wis. Stats.). Contractor acknowledges that it is not the custodian of the records produced hereunder but rather the duly designated custodians of such records is the Chief Inspector/Assistant Assessor and that all requests for public records made to or received by Contractor shall be referred to such office.

E. Independent Contractor

1. Contractor is and shall remain at all times material hereto, an independent contractor to the City to perform such services. In no event shall Contractor, or any of Contractor's employees, be deemed or considered an employee of the City or any of its Boards, Commissions or Committees.

2. The Contractor shall obtain the written consent of City prior to subcontracting any portion of the work to be performed under this project. If approved, Contractor shall remain responsible to the owner for the actions of such person or firms performing the subcontract work.

Attachment: Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04 (4224 : Resolution #15-136, Accurate Appraisal contract)

F. Assignment

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

G. Notices

All notices required or permitted hereunder shall be sent to the following:

If to City:

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

If to Contractor:

Accurate Appraisals, LLC
Attn: Lee De Groot
P.O. Box 415
Menasha, WI 54952-0415

H. Indemnification and Insurance

1. Contractor shall maintain insurance coverage with limits of not less than the following:

General Liability	
General Aggregate	$4,000,000
Each Occurrence	$2,000,000
Personal & Adv Injury	$2,000,000
Products-Comp/Op Agg	$4,000,000
Fire Damage	$ 300,000
Medical Expense	$ 10,000

2. Except as provided below, Contractor agrees to defend and save harmless the City, its officers, agents and employees against all claims demands, payments, suits, actions, recovery, and judgments of every kind and description including attorney's fees and

Attachment: Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04 (4224 : Resolution #15-136, Accurate Appraisal contract)

investigative costs arising out of the performance of this Agreement, for damage brought or recovered against it by reason of any negligent action or omission of Contractor, is agents, or employees and with respect to the degree to which the City is free from negligence on the part of itself, its employees and agents.

3. Neither party shall be liable to the other for consequential, indirect or incidental damages, including but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

4. All insurance specified in this agreement shall be in force and effect prior to the commencement of any work and shall be written for not less than any limit of liability specified. Except where not part of the applicable Professional Liability policy specified, it is a requirement that the City, its employees, officials, agents and volunteers shall be included as Additional Insureds under these policies. All insurance shall apply separately to each insured against whom a claim is made of a suit is brought, except with respect to the limit of the insurer's liability.

I. Force Majeure

1. Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including but not limited to acts of God, acts or omissions of civil or military authorities.

2. If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force

Attachment: Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04 (4224 : Resolution #15-136, Accurate Appraisal contract)

Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible.

J. Conflict of Interest

Contractor will not employ as a director, officer, employee, agent, contractor, or subcontractor, directly or indirectly in a capacity, any elected or appointed official of City or any member of his/her immediate family.

K. Governing Law

This Agreement shall be interpreted under the laws of the State of Wisconsin, as it existed and was interpreted on the date of this Agreement. In the event that the laws of the State of Wisconsin changes, so as to create additional work for Contractor, not provided for in this Agreement, City shall allow Contractor a reasonable extension of the completion date and additional compensation to be negotiated. The methods and procedures used in performance of this Agreement shall comply with Chapter 70 of the Wisconsin State Statutes.

L. Severability

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed as if not containing the provision, and the rights and obligations of the parties shall be construed and enforced accordingly, provided same is not of a material nature and does not substantially affect the work performed or the cost.

Attachment: Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04 (4224 : Resolution #15-136, Accurate Appraisal contract)

M. Termination of Agreement

The City will have the right to terminate this Agreement in the exercise of its absolute and sole discretion, upon ten (10) days written notice to the Contractor. Ten (10) days after the receipt of such notice, this Agreement will automatically terminate without further obligation of the parties, except for the payment by the City of all services rendered and materials furnished as of the date of termination.

N. Entire Agreement

This agreement encompasses the entire agreement of the parties. Any change to any provision herein shall not be effective until consented to in writing by both parties.

ACCURATE APPRAISAL, LLC	**CITY OF DE PERE**
By:	By:
_____	_____
Lee T. De Groot, Member	Michael J. Walsh, Mayor
_____	_____
Print Name: _____	Shana D. Ledvina, Clerk-Treasurer
Title: _____	

H:\jdupont\Agreements\2015\Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04.docx

Attachment: Accurate Appraisal - Assessment Revaluation Services 12-15-102-001-04 (4224 : Resolution #15-136, Accurate Appraisal contract)

De Pere Market Revaluation Details

1. All Sales from 2015 will be verified/visited during fieldwork in 2016.
2. Accurate will visit the properties that had building permits taken out in 2015.
3. Accurate will visit all the new construction that occurred in 2015 during the fieldwork in 2016.
4. Accurate will visit any property that has requested a visit either from the owner of the property or Client.
5. Accurate will visit all properties that had their legal description changed due to the parcel being split or combined.
6. Accurate will review and revalue all the properties to 100% market value. To accomplish this, Accurate will breakdown the City by neighborhood and style of the home. Accurate will analyze the market trends in these areas by looking at the valid sales the last 2 years. A sales analysis will be used to help determine what the market value is for each area.

Attachment: Exhibit A - Accurate (4224 : Resolution #15-136, Accurate Appraisal contract)

De Pere Regular Maintenance Details

1. All Sales from 2015 will be verified/visited during fieldwork in 2016.
2. Accurate will visit the properties that had building permits taken out in 2015.
3. Accurate will visit all the new construction that occurred in 2015 during the fieldwork in 2016.
4. Accurate will visit any property that has requested a visit either from the owner of the property or Client.
5. Accurate will visit all properties that had their legal description changed due to the parcel being split or combined.
6. Accurate will review and revalue only the properties that had changes done to them from the previous year. They will be valued to the current assessment level.

Attachment: Exhibit A - Accurate (4224 : Resolution #15-136, Accurate Appraisal contract)

Attachment: Exhibit B - Accurate (4224 : Resolution #15-136, Accurate Appraisal contract)

Section III
Agreement for Assessment Services

Provided by Accurate Appraisal, LLC.

For

City of De Pere, Brown County for the assessment years 2016-2020

Dated this _____ day of _____ 2015.

Agreement completion date of June 30th, each year for Regular Maintenance
Agreement completion date of September 30th for Market Revaluation

Fee for services rendered:

Accurate shall be paid the sum of:

2016 Market Revaluation - $59,500
2017-2020 Maintenance - $20,000 each year

_____ _____

Lee T. De Groot
Member
Accurate Appraisal, LLC.

Date

_____ _____

Authorized Client Signature

Date

CITY OF DE PERE MEMO

To: Mayor Mike Walsh
Members of the Finance/Personnel Committee

From: David R. Hongisto, Chief Building Inspector/Asst. Assessor

Re: Property Assessment Contract Renewal

Date: December 3, 2015

Accurate Appraisal LLC, the statutory Assessor for the City of De Pere has a contract that is expiring at the end of 2015. Accurate Appraisal has submitted a proposal to extend their contract to 1) continue doing yearly assessment maintenance work and 2) perform a 2016 city-wide Market Revaluation (lists of the services provided to perform this work and a breakdown of their fees are attached). The 2016 Market Revaluation will help bring property assessments, and those of businesses in particular, up to fair market value The final contract agreement is in the process of being reviewed by City Attorney Judy Schmidt-Lehman and will be available for the December 15th Council meeting. Monies for this work were appropriated in the 2016 budget.

Accurate Appraisal LLC performed the last city-wide revaluation in 2005 and has done yearly maintenance work since then. During this time period their contract has been renewed 2-3 times and their fees are favorable to the City of De Pere. They have done a good job and respond in a timely fashion to both myself and citizens. I recommend approval of extending their contract. A member of their firm will be in attendance to answer questions.

Feel free to contact me if you have any questions.

Attachment: Accurate Appraisal Contract_Staff Memo (4224 : Resolution #15-136, Accurate Appraisal contract)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 15, 2015**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #15-137, Revising Sewer Service Rates (December 2015).**

The Board reviewed the 2015 - 2016 Sewer Rates and recommends a 12.07% increase.

ATTACHMENTS:

- Reso15-137 (DOCX)
- Exhibit A (PDF)
- Exhibit B (PDF)
- Joe Zegers memo (PDF)
- Summary of proposed rates (PDF)
- 2016 Adopted Budget (PDF)
- City of De Pere (PDF)

RESOLUTION #15-137

REVISING SEWER SERVICE RATES
(December 2015)

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The rate structure attached as Exhibit A (or Exhibit B, if modified) is hereby approved and adopted by the Common Council for:

(1) general sewer billings due on and after April 20, 2016; and
(2) industrial sewer billings for service effective January 1, 2016.

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 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-137 (4218 : Resolution #15-137, Revising Sewer Service Rates)

Attachment: Exhibit A (4218 : Resolution #15-137, Revising Sewer Service Rates)

EXHIBIT A

City of DePere
Summary of Proposed Wastewater Rates - 2016

Collection Fixed Charges

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

Paper Mills

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

Collection Volume Charge - All Customers

$ 2.164 per 1,000 gallons

Note: Paper Mills volume charge is up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2016: $136,600

Treatment Fixed Charges

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

Paper Mills

Monthly Administrative Fee	$	1,100
Annual Fixed Charge	$	385,869

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

Treatment Variable Charges

General Customers

$ 4.52 per 1,000 gallons

Paper Mills- direct pass through from NEW Water

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

Attachment: Exhibit B (4218 : Resolution #15-137, Revising Sewer Service Rates)

EXHIBIT B

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

Collection Volume Charge- All Customers

Incremental revenue generated	Volume Charge	% increase in total charges to general customers
$ -	$ 2.000 per 1,000 gallons	9.98%
$ 50,000.00	$ 2.082 per 1,000 gallons	11.02%
$ 100,000.00	$ 2.164 per 1,000 gallons	12.07%
$ 150,000.00	$ 2.246 per 1,000 gallons	13.12%
$ 200,000.00	$ 2.327 per 1,000 gallons	14.15%
$ 250,000.00	$ 2.409 per 1,000 gallons	15.20%

To: Honorable Mayor and Members of Public Works Committee
From: Joe Zegers, Finance Director
Date: December 4, 2015
Subject: 2015-2016 Sewer Rate Study

I have attached the Wastewater Rate Study prepared by Schenck for your consideration for the December 7, 2015 Public Works Committee meeting. Mike Konecny will attend the meeting and go through the details of the report for you. The report includes the recent Green Bay Metropolitan Sewerage District(GBMSD) rate increases which increases the total city treatment rates by approximately 8.97%.

The attached projected operating statements reflect the need for a City sewer rate increase targeting the 1st quarter billing mailed to general customers in the billing received in late March 2015. The statements reflect the rate increase for billings to the paper mill customers beginning with their January 2016 invoice since they are billed monthly. The analysis indicates that an estimated $77,304 surplus for 2015 and a projected $56,071 surplus for 2016. The 2016 estimated figures account for the GBMSD treatment rate increase of 8.97% which we will pass on to our general and paper mill customers beginning January 1st, 2016. The largest part of the increase was roughly 19% for the treatment of BOD's which particularly effects our industrial customers.

The model with the increased 2016 City rate increase shows the need to increase our general customer rate for an **average** quarterly residential bill by $11.71 from $117.39 to $129.10 for the 1st quarter of 2016 which is shown on page 5 of the report. This is a 9.98% increase from the prior 2015 rates. The report also shows on page 6 & 7 the increases for the three operating paper mills. The new rates directly pass on the GBMSD treatment and daily monitoring rates to the paper mills and also include a treatment administrative fee of $13,200 per year as well as revising the collection fee for the Sonoco and Thilmany mills that do not have their own dedicated pipe that goes directly to the treatment plant as in the case of Fox River Fiber. Their rate increases vary due to this and their particular usage factors and ranges from 9.28% to 13.56 % from the 2015 rates and are larger due to the larger BOD treatment increase.

The study assumes the revised sewer rates would be effective for the late November to late February billing cycle sent to general customers in late March and to the paper mills as of January 1st 2016. The study incorporates the rates included the GBMSD budget which was adjusted from their preliminary budget and approved yesterday on December 2nd, 2015. The GBMSD budget revised rates are attached for your review and includes an increased fixed charge rate of 14.28% or $141,185 to $1,129,838 for 2016 for the City of De Pere and Fox River Fiber of which $398,390 is allocated to general customer billings on a quarterly basis and $730,626 to our industrial customers on a monthly basis as seen on page 1 of the report.

You will also find an additional page at the end of the attachment of a calculation of the additional increase needed on the water bills to generate additional cash to address our cash deficit situation that has been noted in the audit management letter over the last few years. The table shows the additional percent increase above the 9.98% indicated in the study that would be

Attachment: Joe Zegers memo (4218 : Resolution #15-137, Revising Sewer Service Rates)

required to generate additional cash in $50,000 increments. This is presented for your review and consideration if you want to propose raising the sewer rates to further address the cash deficit situation. The cash deficit at December 31, 2014 was $1,011,230 which would be affected by the projected 2015 and 2016 results on page 1 of the report but still in a projected deficit position of over $880,000 at December 31, 2016.

Feel free to contact me should you have any questions on this and I will also be at the Board of Public Works meeting on December 7th.

City of DePere
Summary of Proposed Wastewater Rates - 2016

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City of DePere
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$ 200,000.00	$ 2.327 per 1,000 gallons	14.15%
$ 250,000.00	$ 2.409 per 1,000 gallons	15.20%

2016 Adopted Budget

December 2, 2015

NEW Water
The brand of the Green Bay Metropolitan Sewerage District

Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2016 Budget - Adopted December 2, 2015
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5-Year Capital Investment Plan Report

Summary of Revenues and Expenses Legends

Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2016 Budget - Adopted December 2, 2015
DATES AND EVENTS

Wednesday, July 22, 2015	First Discussion of 2016 Budget with Commission
Wednesday, August 26, 2015	2016 Budget First Budget Workshop
September 2, 2015	2016 Budget Meeting with Customers
Wednesday, September 30, 2015	2016 Tax Abatement Schedule and Second Budget Workshop
September & October 2015	Elected Officials Board Meetings
Wednesday, December 2, 2015	2016 Budget Public Hearing and Adoption
Thursday, December 3, 2015	**2016 Adopted Budget Distributed to Customers**

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015

Municipal Rate Comparison

Parameter	2015 COS Rate (FRF Adjusted)	2016 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	$0.80448	$0.79357
Biochemical Oxygen Demand (LBS)	$0.39331	$0.43068
Suspended Solids (LBS)	$0.34822	$0.41292
Phosphorus (LBS)	$0.56768	$0.60597
Total Kjeldahl Nitrogen (LBS)	$0.65358	$0.64043
Fixed Charge	$0.52659	$0.54580
Total Combined Rate (1,000 GALS)	$2.89731	$3.07421

Procter & Gamble Rate Comparison

Parameter	2015 COS Rate	2016 COS Rate
Volume (1,000 GALS)	$0.52549	$0.53420
Biochemical Oxygen Demand (LBS)	$0.26270	$0.25789
Suspended Solids (LBS)	$0.19420	$0.18371
Phosphorus (LBS)	$0.40750	$0.38906
Total Kjeldahl Nitrogen (LBS)	$0.50956	$0.49819

Fox River Fiber Rate Comparison - Excluding Fixed Charge Parameter	2015 COS Rate New 2015 (FRF Adjusted)	2016 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	0.59821	$0.63165
Biochemical Oxygen Demand (LBS)	0.38082	$0.41777
Suspended Solids (LBS)	0.33967	$0.40379
Phosphorus (LBS)	0.55008	$0.58647
Total Kjeldahl Nitrogen (LBS)	0.63145	$0.61550

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

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Summary of Revenues and Expenses

			2015 Actual vs. 2015 Budget				2015 & 2016 Budget	
Revenues	2014 Budget	2014 Actual	2015 Budget	% of Overall Expenses	Projected 2015 Year End	Favorable/(Unfavorable) Variance	2016 Budget	% of Overall Expenses	Favorable/(Unfavorable) Variance	% Variance
Municipal User Fees	$ 27,894,196	$ 31,035,943	$ 29,636,171	83.9%	$ 31,568,630	$ 1,932,459	$32,499,871	85.4%	$2,863,700	9.7%
Mill User Fees	1,278,729	1,249,018	1,275,465	3.6%	1,176,070	(99,395)	$1,268,082	3.3%	(7,383)	-0.6%
Mill Direct Charges	116,054	95,787	110,782	0.3%	58,925	(51,857)	110,809	0.3%	27	0.0%
Mill Capital Charges	1,534,112	1,534,112	945,617	2.7%	945,617	-	1,232,508	3.2%	286,891	30.3%
General Reserve Interest	5,540	2,411	4,303	0.0%	2,482	(1,821)	4,447	0.0%	144	3.4%
Other Revenues (3)	316,035	494,075	353,737	1.0%	447,478	93,741	844,152	2.2%	490,415	138.6%
	$ 31,144,665	$ 34,411,346	$ 32,326,076	91.5%	$ 34,199,202	$ 1,873,127	$ 35,959,870	94.5%	$ 3,633,795	11.2%
PERF Reserve Transfers	-	-	-	0.0%	-	-	-	-	-	0.0%
DEBT and ICR Reserve Transfers	2,622,830	2,622,830	3,000,710	8.5%	3,000,710	-	2,107,863	5.5%	(892,847)	-29.8%
Transfer From Rate Stabilization Fund	-	-	-	0.0%	-	-	-	0.0%	-	0.0%
General Fund Transfers	-	(4,433,376)	-	0.0%	(2,099,042)	(2,099,042)	-	0.0%	-	0.0%
	$ 2,622,830	$ (1,810,546)	$ 3,000,710	8.5%	$ 901,668	$ (2,099,042)	$ 2,107,863	5.54%	$ (892,847)	-29.8%
Total Revenues	$ 33,767,495	$ 32,600,800	$ 35,326,785	100.0%	$ 35,100,870	$ (225,915)	$ 38,067,733	100.0%	$ 2,740,948	7.8%
Expenses										
Salaries & Benefits	$ 9,626,812	$ 9,507,999	$ 9,630,415	27.3%	$ 9,340,096	$ 290,319	$ 9,739,319	25.58%	(108,904)	-1.1%
Power	2,481,056	2,305,933	2,310,982	6.5%	2,331,928	(20,946)	2,396,434	6.30%	(85,452)	-3.7%
Contracted Services	1,851,641	1,760,813	1,783,677	5.1%	1,670,431	113,246	2,372,322	6.23%	(588,645)	-33.0%
Maintenance & Repairs	1,613,648	1,447,452	1,542,043	4.4%	1,696,426	(154,383)	1,580,896	4.15%	(38,853)	-2.5%
Chemicals	624,910	586,295	587,696	1.7%	483,496	104,200	564,123	1.48%	23,573	4.0%
Natural Gas & Fuel Oil	1,339,918	1,412,685	1,229,821	3.5%	1,100,654	129,167	1,079,183	2.83%	150,638	12.2%
Solid Waste Disposal	276,028	224,172	273,702	0.8%	168,712	104,990	256,315	0.67%	17,387	6.4%
Interceptor System (1)	574,549	398,276	578,512	1.6%	571,378	7,134	514,560	1.35%	63,952	11.1%
Office & Administrative	362,158	294,994	358,743	1.0%	401,570	(42,827)	476,555	1.25%	(117,812)	-32.8%
Insurance	207,597	203,471	208,271	0.5%	200,410	7,861	202,995	0.53%	5,276	2.5%
Supplies	154,004	164,864	160,128	0.5%	173,351	(13,223)	130,626	0.34%	29,502	18.4%
Employee Training & Development	126,323	114,595	123,913	0.4%	107,388	16,525	123,078	0.32%	835	0.7%
Travel and Meetings	75,230	49,085	71,635	0.2%	72,565	(930)	71,343	0.19%	292	0.4%
DNR Environmental Fees	155,000	143,118	155,000	0.4%	143,118	11,882	145,000	0.38%	10,000	6.5%
Total O & M Expenses	$ 19,468,874	$ 18,613,751	$ 19,014,538	53.8%	$ 18,461,524	$ 553,014	$ 19,652,749	51.63%	$ (638,211)	-3.4%
Debt Service (2)	$ 9,852,572	$ 9,852,572	$ 12,751,248	36.1%	$ 12,751,248	-	$ 10,993,983	28.9%	$1,757,265	13.8%
Annual Capital	2,009,400	1,697,827	2,132,851	6.0%	2,459,951	(327,100)	1,971,000	5.2%	161,851	7.6%
R2E2 Construction (Rate Stabilization)	2,436,650	2,436,650	1,428,148	4.0%	1,428,148	-	5,450,000	14.3%	(4,021,852)	-281.6%
Total Debt Service, Annual Capital & Rate Stabilization	$ 14,298,621	$ 13,987,049	$ 16,312,247	46.2%	$ 16,639,346	(327,100)	$ 18,414,983	48.4%	($2,102,736)	-12.9%
Total Expenses	$ 33,767,495	$ 32,600,800	$ 35,326,785	100.0%	$ 35,100,870	$ 225,915	$ 38,067,733	100.0%	($2,740,948)	-7.8%

Notes:
(1) Interceptor System includes all expenses related to Interceptors, Meter and Lift Stations, including chemicals, power, phones, pretreatment program, and water.
(2) Debt Service for 2016 reflects collection and payments for 2017 Debt Payments.
(3) Other Revenues includes pretreatment permit fees and charges, hauled waste truck fees, O & M and Capital grants, laboratory and metering sampling.

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Flow and Load Projections - with FRF Adjustment

	1,000 gal	VOLUME		BOD		TSS		PHOS		TKN		Fixed Charge		
	Gallons	Total	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Allocation	Amount	Total Amount
City of Green Bay	4,869,350	4,869,350	$3,864,844	6,387,833	$2,751,393	6,204,091	$2,561,922	184,546	$111,845	1,423,289	$911,654	39.84%	$2,274,933	$12,476,590
City of De Pere	1,262,000	1,262,000	$1,001,660	4,756,000	$2,048,523	2,343,000	$967,520	39,500	$23,939	308,000	$197,282	13.73%	$784,259	$5,023,184
Fox River Fiber	348,000	348,000	$219,813	1,300,000	$543,103	1,075,000	$434,071	31,500	$18,474	220,000	$135,410	6.04%	$344,757	$1,695,629
Village of Allouez	740,000	740,000	$587,344	910,439	$392,148	1,094,679	$452,038	24,076	$14,591	166,317	$106,530	5.67%	$324,028	$1,876,680
Village of Ashwaubenon	1,427,500	1,427,500	$1,133,019	2,241,110	$965,300	2,460,558	$1,016,065	68,689	$41,629	331,999	$212,654	12.93%	$738,467	$4,107,133
Village of Bellevue	650,000	650,000	$515,911	937,192	$403,671	908,469	$375,144	24,095	$14,603	173,432	$111,088	5.37%	$306,823	$1,727,240
Village of Hobart	118,500	118,500	$94,054	196,044	$84,441	195,885	$80,889	4,858	$2,944	37,718	$24,159	1.10%	$62,837	$349,325
Village of Howard	820,000	820,000	$650,841	724,593	$312,100	1,579,967	$652,433	25,961	$15,734	248,871	$159,408	6.78%	$387,132	$2,177,647
Village of Luxemburg	113,000	113,000	$89,689	26,551	$11,436	33,483	$13,827	3,440	$2,085	14,196	$9,093	0.51%	$29,198	$155,329
Village of Pulaski	195,000	195,000	$154,773	53,120	$22,880	66,707	$27,546	7,804	$4,730	36,140	$23,149	1.06%	$60,355	$293,432
Village of Suamico	192,500	192,500	$152,789	482,850	$207,975	470,944	$194,472	12,250	$7,424	72,446	$46,404	2.40%	$137,304	$746,367
Town of Ledgeview Sanitary District #2	193,000	193,000	$153,186	308,131	$132,719	345,135	$142,520	8,568	$5,193	68,047	$43,586	1.88%	$107,422	$584,626
Town of Lawrence - Utility District	94,000	94,000	$74,609	161,595	$69,603	238,737	$98,584	4,722	$2,862	37,475	$24,004	1.06%	$60,628	$330,289
Pittsfield Sanitary District	13,218	13,218	$10,491	16,211	$6,982	27,074	$11,180	544	$330	4,257	$2,727	0.12%	$7,031	$38,741
Town of Scott Sanitary District #1	90,000	90,000	$71,434	83,770	$36,082	92,460	$38,181	2,441	$1,479	19,768	$12,662	0.59%	$33,675	$193,512
Dyckesville Sanitary District	24,250	24,250	$19,247	36,597	$15,763	61,097	$25,229	1,227	$744	9,623	$6,164	0.27%	$15,304	$82,451
New Franken Sanitary District	15,422	15,422	$12,241	18,922	$8,150	31,579	$13,040	644	$390	4,977	$3,188	0.14%	$8,231	$45,240
Royal Scott Sanitary District	29,000	29,000	$23,018	34,573	$14,891	57,724	$23,837	1,160	$703	9,085	$5,819	0.26%	$15,078	$83,346
Bayshore Sanitary District	19,500	19,500	$15,477	30,515	$13,144	50,944	$21,037	1,028	$623	8,019	$5,136	0.22%	$12,698	$68,115
Hauled Waste	29,200	29,200	$52,076	442,000	$186,916	448,000	$172,993	4,650	$3,964	38,511	$29,045	0.00%	$0	$444,995
Total Municipal	**11,243,440**	**11,243,440**	**$8,896,516**	**19,148,046**	**$8,227,220**	**17,785,535**	**$7,322,528**	**451,703**	**$274,285**	**3,232,170**	**$2,069,162**	**100%**	**$5,710,160**	**$32,499,871**
Procter & Gamble	1,500,000	1,500,000	$801,304	450,000	$116,050	1,800,000	$330,684	3,500	$1,362	37,500	$18,682	0.00%	$0	$1,268,082
Total Mill	**1,500,000**	**1,500,000**	**$801,304**	**450,000**	**$116,050**	**1,800,000**	**$330,684**	**3,500**	**$1,362**	**37,500**	**$18,682**	**0%**	**$0**	**$1,268,082**
Grand Total														
Units	**12,743,440**	**12,743,440**		**19,598,046**		**19,585,535**		**455,203**		**3,269,670**				
Costs			**$9,697,820**		**$8,343,271**		**$7,653,211**		**$275,647**		**$2,087,844**	**$5,710,160**	**$0**	**$33,767,953**

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
User Fees by Source

	2016 Budget	2015 Budget	Actual 2014	Actual 2013	Actual 2012
City of Green Bay	$12,476,590	$11,350,691	$11,665,027	$9,302,442	$8,232,577
City of De Pere	5,023,184	4,760,820	5,936,369	6,337,668	5,418,387
Fox River Fiber *	1,695,629	1,155,458	N/A	N/A	N/A
Village of Allouez	1,876,680	1,738,347	1,680,020	1,485,641	1,228,407
Village of Ashwaubenon	4,107,133	4,046,707	3,550,124	3,167,739	3,067,970
Village of Bellevue	1,727,240	1,609,323	1,508,969	1,406,755	1,146,931
Village of Hobart	349,325	317,059	317,342	263,565	181,821
Village of Howard	2,177,647	1,838,756	1,953,137	1,571,810	1,734,545
Village of Luxemburg	155,329	137,131	202,835	118,683	112,277
Village of Pulaski	293,432	278,295	299,117	241,253	206,424
Village of Suamico	746,367	657,974	641,215	550,497	421,482
Town of Ledgeview Sanitary District #2	584,626	596,453	522,144	511,793	453,093
Town of Lawrence - Utility District	330,289	287,303	295,328	232,075	191,114
Pittsfield Sanitary District	38,741	39,120	35,568	31,338	28,461
Town of Scott Sanitary District #1	193,512	197,047	198,283	173,984	152,232
Dyckesville Sanitary District	82,451	69,151	69,362	56,679	46,494
New Franken Sanitary District	45,240	47,878	43,026	38,355	34,815
Royal Scott Sanitary District	83,346	85,110	89,538	70,969	53,548
Bayshore Sanitary District	68,115	54,715	58,437	45,661	34,843
Hauled Waste **	444,995	368,834	1,970,099	875,578	383,150
Total Municipal	**$32,499,871**	**$29,636,171**	**$31,035,940**	**$26,482,485**	**$23,128,571**
Georgia-Pacific	$0	$0	$0	$0	$0
Procter & Gamble	1,268,082	1,275,465	1,249,018	1,084,461	1,060,209
Total Mills	**$1,268,082**	**$1,275,465**	**$1,249,018**	**$1,084,461**	**$1,060,209**
Total User Fees	**$33,767,953**	**$30,911,637**	**$32,284,958**	**$27,566,946**	**$24,188,780**

* Fox River Fiber Units and Cost were included in 2014 Budget and prior with City of De Pere.
** Hauled Waste for 2013 & 2014 was significantly higher due to a special projects with the Three Cheese Facilities.

Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Municipal Cost of Service

	Total	VOLUME	BOD	TSS	PHOS	TKN	Fixed Charge
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units (2)		11,214,240	18,706,046	17,337,535	447,053	3,193,659	11,214,240
Cost of Service							
Municipal							
Operating Cost	$17,216,986	$7,435,891	$4,827,485	$3,187,391	$174,077	$1,592,142	$0
Pretreatment Cost Allocation	153,648	0	75,518	50,388	3,310	24,431	0
Capital Cost (2)	5,061,745	1,339,884	927,458	454,913	24,128	347,151	1,968,211
Solids Project	9,623,354	68,812	2,210,232	3,457,090	68,812	76,458	3,741,949
Total Cost	**$32,055,732**	**$8,844,587**	**$8,040,693**	**$7,149,782**	**$270,327**	**$2,040,183**	**$5,710,160**
Unit Operating Cost		$0.66308	$0.26211	$0.18675	$0.39679	$0.50618	$0.00000
Unit Capital Cost		$0.12562	$0.16774	$0.22564	$0.20789	$0.13264	$0.54580
Unit Combined Cost (1)	**$3.06625**	**$0.78869**	**$0.42984**	**$0.41239**	**$0.60469**	**$0.63882**	**$0.54580**
Fox River Fiber (FRF) Adjustment (3)	**$0.00796**	**$0.00487**	**$0.00084**	**$0.00053**	**$0.00128**	**$0.00161**	**$0.00000**
Adjusted Unit Combined Cost	**$3.07421**	**$0.79357**	**$0.43068**	**$0.41292**	**$0.60597**	**$0.64043**	**$0.54580**
(1) Combined rate based on a standard parts/million.			200.00	200.00	12.00	50.00	

(2) Excludes Hauled Waste flows and loads.
(3) FRF Adjustment removes interceptor costs.

BUDGET RATE HISTORY	UNIT COMBINED COST (1)	VOLUME	BOD	SS	PHOS	TKN	Fixed Charge
2015	$2.89731	$0.80448	$0.39331	$0.34822	$0.56768	$0.65358	$0.52659
2014	$2.63618	$0.76333	$0.33466	$0.29867	$0.62124	$0.68741	$0.46763
2013	$2.34449	$0.85682	$0.30901	$0.34795	$0.62393	$0.78995	0
2012	$2.14312	$0.84274	$0.26511	$0.29365	$0.48596	$0.76674	0

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Hauled Waste Cost of Service

	Total	VOLUME	BOD	TSS	PHOS	TKN	Fixed Charge
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		29,200	442,000	448,000	4,650	38,511	0
Cost of Service							
Operating Cost	$236,648	$19,362	$113,987	$82,303	$1,809	$19,186	$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	71,520	30,977	21,442	10,517	558	8,026	0
Solids Project	135,973	1,591	51,098	79,925	1,591	1,768	0
Direct Charges	0	0	0	0	0	0	0
FRF Adjustment	855	146	389	248	6	66	0
Total Cost	**$444,995**	**$52,076**	**$186,916**	**$172,993**	**$3,964**	**$29,045**	**$0**

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Procter & Gamble Cost of Service

	Total	VOLUME	BOD	TSS	PHOS	TKN	Capital Charge
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		1,500,000	450,000	1,800,000	3,500	37,500	1,500,000
Cost of Service							
Operating Cost	$1,268,082	$801,304	$116,050	$330,684	$1,362	$18,682	$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	317,570	0	0	0	0	0	317,570
Solids Project	914,938	0	0	0	0	0	914,938
Direct Charges	71,808	0	0	0	0	0	0
Total Cost	**$2,572,398**	**$801,304**	**$116,050**	**$330,684**	**$1,362**	**$18,682**	**$1,232,508**
Unit Cost		$0.53420	$0.25789	$0.18371	$0.38906	$0.49819	$0.00000

BUDGET RATE HISTORY	VOLUME	BOD	SS	PHOS	TKN
2015	$0.52549	$0.26270	$0.19420	$0.40750	$0.50956
2014	$0.51836	$0.24896	$0.19362	$0.50636	$0.56970
2013	$0.50944	$0.20116	$0.19775	$0.44714	$0.57453
2012	$0.47128	$0.18786	$0.20413	$0.36372	$0.55581

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Fox River Fiber Cost of Service

	Total	VOLUME	BOD	TSS	PHOS	TKN	Fixed Charge
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		348,000	1,300,000	1,075,000	31,500	220,000	-
Total Municipal Units		11,214,240	18,706,046	17,337,535	447,053	3,193,659	-
Cost of Service							
Operating Cost	$ 885,817	$ 230,750	$ 335,492	$ 197,632	$ 12,266	$ 109,677	$ -
Pretreatment Cost Allocation	10,289	-	5,248	3,124	233	1,683	-
Capital Cost	884,820	43,715	218,058	242,561	6,549	29,181	344,757
Solids Project	-	-	-	-	-	-	-
Subtotal Cost of Service	$ 1,780,925	$ 274,465	$ 558,798	$ 443,317	$ 19,048	$ 140,541	$ 344,757
Direct Charges	39,001	-	-	-	-	-	-
Less FRF Adjustment	(85,296)	(54,652)	(15,695)	(9,245)	(574)	(5,131)	-
Total Cost	**$ 1,734,630**	**$ 219,813**	**$ 543,103**	**$ 434,071**	**$ 18,474**	**$ 135,410**	**$ 344,757**
Unit Cost (New for 2015)		$0.78869	$0.42984	$0.41239	$0.60469	$0.63882	6.03761%
FRF Adjustment		(0.1570)	(0.0121)	(0.0086)	(0.0182)	(0.0233)	0.00000%
Unit Cost (with FRF Adjustment)		**$0.63165**	**$0.41777**	**$0.40379**	**$0.58647**	**$0.61550**	**6.03761%**

BUDGET RATE HISTORY	VOLUME	BOD	SS	PHOS	TKN	Fixed Charge
2015	$0.59821	$0.38082	$0.33967	$0.55008	$0.63145	$0.52659

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2016 Budget - Adopted December 2, 2015
Allocation of Capital and Debt Service Costs (1)

Debt Service	FY2016	Allocations Municipal	Procter & Gamble (1)
Debt Service - Municipal Only			
Clean Water Fund Loans			
4198-12 West Fox River Interceptor	142,928	142,928	0
4198-16 East River Lift Station	132,555	132,555	0
4198-18 Scott Bayshore Interceptor	45,787	45,787	0
4198-21 East Tower Drive Interceptor	182,954	182,954	0
4345-06 De Pere Ashwaubenon Creek Interceptor	217,518	217,518	0
4198-29 Phase Two Interceptor Rehabilitation	216,350	216,350	0
4198-45 De Pere Facility East Service Area Interceptor Rehabilitation	186,957	186,957	0
Dutchman Creek Interceptor Upgrade & Scott Bayshore Interceptor Rehabilitation (2014 New) *	0	0	0
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	$519,192	$519,192	$0
Total Debt Service - Municipal Only (2)	**$1,644,240**	**$1,644,240**	**$0**
Debt Service - Common to All			
Clean Water Fund Loans			
4198-02 Bar Screen Replacement	$100,799	$95,096	$5,703
4198-09 Service Water System	64,771	61,107	3,665
4198-15 Treated Cooling Water System - Metro Header	182,774	172,432	10,341
4198-24 Electrical Generation Facility	208,409	196,618	11,792
4198-25 RAS/WAS Improvements	663,525	625,983	37,542
4198-27 Solids Process Improvement	352,770	332,810	19,960
4198- 32 GBF: Administration & Maintenance Building HVAC Replacement	206,571	194,883	11,688
4198-35 Combined Treatment Facilities Projects	300,957	283,929	17,028
4198-37 Consolidation/Conveyance Project	881,858	831,962	49,896
4198-44 R2E2 Solids Management (2014 New)	1,052,107	992,579	59,528
4198-48 DPF: UV Disinfection System Upgrade	271,219	255,873	15,346
4345-03 De Pere Treatment Facility	59,851	56,464	3,386
4345-04 De Pere Facility	257,938	243,344	14,594
4198-99 Green Bay Facility Solids Management Plan Construction (R2E2) (2015 New) *	3,165,207	2,883,820	281,387
4198-52 GBF: Disinfection System Upgrade (2015 New) *	176,298	166,323	9,975
DPF: Blower Replacement Project (2016 New)	237,255	223,831	13,424
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	302,965	276,031	26,934
Promissory Note to City of De Pere	160,485	151,405	9,080
Green Bay Facility Solids Management Plan - Design	703,985	641,401	62,584
Total Debt Service - Common to All (2)	**$9,349,743**	**$8,685,890**	**$663,854**
OFFSETS TO DEBT SERVICE PAYMENTS			
Georgia-Pacific - Capital Payment	$ (463,623)	$ (463,623)	$0
4198-29 City of De Pere Rehabilitation Interceptor Ashwaubenon Creek Payment	(53,472)	(53,472)	0
Less Debt Payments Funded from ICR Reserve **	(772,320)	(772,320)	0
City of Green Bay Interceptors Payment	(596,928)	(596,928)	0
Town of Lawrence Interceptors Payment ((9th Street Seg 5 Ext., Ashw. Creek 2,3,4,6,7 and Ashw. Interceptor 2,3 & 4)	(197,077)	(197,077)	0
New Franken Sanitary District Interceptor Payment	(21,621)	(21,621)	0
Royal Scott Sanitary District #1 Interceptor Payment	(2,822)	(2,822)	0
Total Debt Service Offsets	**($2,107,863)**	**($2,107,863)**	**$0**
TOTAL DEBT SERVICE	**$8,886,120**	**$8,222,267**	**$663,854**
ANNUAL CAPITAL OUTLAY			
Regular			
2016 Requests - Allocated to All	$1,841,000	$1,746,803	$94,197
2016 Requests - Allocated to Municipal from Rate Stabilization Reserve Offset	0	0	0
2016 Requests - Allocated to Municipal Only	130,000	130,000	0
Solids			
2016 Requests - Transfer to R2E2 Rate Stabilization Reserves	5,450,000	4,965,495	484,505
TOTAL ANNUAL CAPITAL OUTLAY	**$7,421,000**	**$6,842,298**	**$578,702**
	$16,307,120	**$15,064,565**	**$1,242,556**
TOTAL ANNUAL CAPITAL AND DEBT SERVICE			
Interest Income	($4,447)	($4,447)	$0
Hauled Waste Truck Fees	($37,627)	($35,498)	($2,129)
Miscellaneous Revenue - O & M	$0	$0	$0
Miscellaneous Revenue - Capital ***	($139,948)	($132,030)	($7,918)
Transfer From Rate Stabilization Fund	$0	$0	$0
Using/(Building) Rate Reserves	$0	$0	$0
Total Non-Rate Revenues (Capital-Related)	**($182,022)**	**($171,974)**	**($10,047)**
Net Annual Capital and Debt Service	**$16,125,099**	**$14,892,590**	**$1,232,508**

(1) Based on Revised Cost of Service Allocations from Camp Dresser & McKee Inc. May 2011 (Table 5). Debt Collection is for 2017 debt service payments.
(2) Total Debt Collected in 2016 Budget for 2017 Debt payments. Metropolitan Sewerage Districts are permitted to abate taxation by having sufficient funds available in its designated debt service fund to pay those debt obligations for the following year.
Metropolitan Sewerage Districts Subchapter I 200.13(2),(5) permits Sewerage Districts to levy a tax upon property for its performance of duties.
* Note: 2015 and 2016 Payments for Debt Service over collected or under collected for these three projects due to timing on submitting loan.
** Note: Less Debt Payments funded from ICR Reserve (excluding debt payments of 2014 Budget new loans and forward).
*** Note: Miscellaneous Revenues are from Sampling & Lab Analysis from De Pere, Village of Ashwaubenon, Village of Hobart, Village of Suamico, Yacht Club, West Shore Pipeline and ICR Leases.

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Summary of Debt Service Schedule

Issue	Description	Original Amount	2016 Budget for 2017 Debt Payments	Loan Date	Last Payment
4345-03	De Pere Treatment Facility	890,037	59,851	12/31/2007	May 2017
4198-15	Treated Cooling Water System - Metro Header	2,737,735	182,774	4/14/1999	May 2018
4198-16	East River Lift Station	1,924,428	132,555	10/25/2000	May 2020
4198-12	West Fox River Interceptor	2,159,850	142,928	10/25/2000	May 2020
4345-06	De Pere Ashwaubenon Creek Interceptor	3,222,103	217,518	12/31/2007	May 2020
4198-09	Service Water System	946,212	64,771	7/11/2001	May 2021
4198-02	Bar Screens Replacement	1,490,715	100,799	7/11/2001	May 2021
4198-18	Scott Bayshore Interceptor	695,592	45,787	2/27/2002	May 2021
4345-04	De Pere Facility	3,881,879	257,938	12/31/2007	May 2021
4198-27	Solids Process Improvement	5,347,693	352,770	12/8/2004	May 2024
4198-21	East Tower Drive Interceptor	2,761,526	182,954	4/13/2005	May 2024
Dec. 2007	Promissory Note to City of De Pere	2,000,000	160,485	12/28/2007	Dec 2027
Sept. 2008	2008 General Obligation - Sewerage System Improvement Bond	10,000,000	822,156	9/15/2008	May 2028
4198-25	RAS/WAS Improvements	10,460,782	663,525	3/11/2009	May 2028
4198-35	Combined Treatment Facilities Projects	4,211,341	300,957	12/9/2009	May 2029
4198-37	Consolidation/Conveyance Project	12,821,922	881,858	12/9/2009	May 2029
4198-29	Phase Two Interceptor Rehabilitation	3,421,382	216,350	11/10/2010	May 2030
4198-24	Electrical Generator Project	3,246,148	208,409	12/22/2010	May 2030
4198-32	GBF: Administration & Maintenance Building HVAC Replacement	3,133,312	206,571	4/10/2013	May 2032
4198-45	De Pere Facility East Service Area Interceptor Rehabilitation	3,146,593	186,957	12/12/2012	May 2032
4198-48	DPF: Disinfection System Upgrade (2013 New)	4,272,020	271,219	1/8/2014	May 2033
July 2013	General Obligation Bond Green Bay Facility Solids Management Plan - Design (R2E2) *	20,000,000	703,985	8/20/2013	May 2038
4198-44	Green Bay Facility Solids Management Plan Construction (R2E2) (2014 New) *	16,337,158	1,052,107	8/1/2014	May 2035
	Total Existing Debt	**$119,108,427**	**$7,415,223**		
(New)	Dutchman Creek Interceptor Upgrade & Scott Bayshore Interceptor Rehabilitation (2014 New)	4,475,960	-	9/1/2016	May 2036
(New)	4198-99 Green Bay Facility Solids Management Plan Construction (R2E2) (2015 New) *	112,219,874	3,165,207	10/14/2015	May 2035
(New)	4198-52 GBF: Disinfection System Upgrade (2015 New)	2,784,000	176,298	12/23/2015	May 2035
(New)	DPF: Blower Replacement Project (2016 New)	3,500,000	237,255	6/1/2016	May 2036
	Total New Debt	**$122,979,834**	**$3,578,760**		
	Grand Total with New Debt	**$242,088,261**	**$10,993,983**		

* Solids Management - R2E2 Project Loans

Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Annual Capital

Item Description	Common to All - Municipal Only		Amount
Business Services			
Information Technology			
GBF: Wireless Network Communication Phase II	Common to All	$	120,000
DPF: Wireless Network Communication	Common to All		40,000
DPF: Fiber Optic Network Enhancement/Upgrade	Common to All		60,000
GBF: Audio/Visual RM Equipment Replacement	Common to All		40,000
GBF & DPF: Disaster Recovery/Backup System	Common to All		60,000
Total Business Services		**$**	**320,000**
Operations			
Maintenance			
GBF: Replace Air Handling Units	Common to All	$	215,000
GBF: Replace roof - Maintenance Building	Common to All		1,100,000
DPF: Replace roof - Influent Pump Station	Common to All		152,000
Total Operations		**$**	**1,467,000**
Technical Services			
Engineering			
MS 6, 8, & 9 Rehabilitation	Municipal Only	$	80,000
Annual Manhole Rehabilitation	Municipal Only		50,000
Total Technical Services		**$**	**130,000**
Environmental Programs			
Watershed Management			
Environmental Lands Easement or Title Purchase - Pilot Demonstration Project	Common to All	$	54,000
Total Environmental Programs		**$**	**54,000**
Total Annual Capital Items		**$**	**1,971,000**
Solids Project (R2E2)			
2016 Requests - Transfer to R2E2 Rate Stabilization Reserves	Solids	$	5,450,000
Total Solids Project (R2E2)		**$**	**5,450,000**

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Allocation of Operation and Maintenance Costs

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

ITEM	Total	Common to All					Municipal Only		Mill Only	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Salaries & Benefits										
Laboratory Services & Environmental Services										
Operational Testing	$480,446	$67,262	$57,654	$43,240	$28,827	$33,631	$100,894	$115,307	$0	$33,631
Water Quality Testing	657,534	657,534	0	0	0	0	0	0	0	0
Total Laboratory Services	**1,137,980**	**724,797**	**57,654**	**43,240**	**28,827**	**33,631**	**100,894**	**115,307**	**0**	**33,631**
Treatment										
Pump Station	108,229	108,229	0	0	0	0	0	0	0	0
Primary Treatment	143,454	143,454	0	0	0	0	0	0	0	0
Aeration	299,501	0	149,750	0	0	149,750	0	0	0	0
Final & Chlorine Contact Basins	233,723	233,723	0	0	0	0	0	0	0	0
Primary Thickeners	143,454	3,586	18,893	116,671	3,586	717	0	0	0	0
Waste Activated Sludge Thickeners	167,363	0	99,012	65,004	0	3,347	0	0	0	0
Dewatering - Belt Presses/Incineration	*478,180*	*4,782*	*194,925*	*266,997*	*4,782*	*6,695*	*0*	*0*	*0*	*0*
Primary Sludge	191,272	4,782	25,191	155,562	4,782	956	0	0	0	0
Secondary Sludge	286,908	0	169,735	111,435	0	5,738	0	0	0	0
Incineration	*621,634*	*7,173*	*235,810*	*363,350*	*7,173*	*8,129*	*0*	*0*	*0*	*0*
Primary Sludge	286,908	7,173	37,786	233,342	7,173	1,435	0	0	0	0
Secondary Sludge	334,726	0	198,024	130,008	0	6,695	0	0	0	0
Solids, General	251,683	2,736	98,570	144,249	2,736	3,391	0	0	0	0
Grit Removal	10,378	0	0	10,378	0	0	0	0	0	0
Filtration	14,808	14,808	0	0	0	0	0	0	0	0
Total Treatment	**2,472,407**	**518,491**	**796,961**	**966,649**	**18,277**	**172,029**	**0**	**0**	**0**	**0**
Maintenance/Engineering										0
Maintenance	2,362,098	885,786	695,166	368,488	17,479	256,524	119,522	0	19,133	0
Engineering	710,895	266,585	209,216	110,900	5,261	77,203	35,971	0	5,758	0
Total All Above	**6,683,380**	**2,395,659**	**1,758,996**	**1,489,276**	**69,844**	**539,388**	**256,387**	**115,307**	**24,891**	**33,631**
Business Services & Information Systems	1,971,337	719,031	527,944	446,990	20,963	161,892	76,952	0	6,880	10,684
Total Salaries & Benefit Costs	**8,654,717**	**3,114,690**	**2,286,941**	**1,936,267**	**90,807**	**701,279**	**333,339**	**115,307**	**31,772**	**44,316**
Power										
Metro Pump	331,553	0	0	0	0	0	331,553	0	0	0
Mill Pump	20,430	0	0	0	0	0	0	0	20,430	0
Secondary Effluent Pump (SEP)	21,860	21,860	0	0	0	0	0	0	0	0
Process Air Compressors	846,846	0	550,450	0	0	296,396	0	0	0	0
Solids Building	*257,520*	*2,575*	*104,975*	*143,789*	*2,575*	*3,605*	*0*	*0*	*0*	*0*
Primary Sludge (40)	103,008	2,575	13,566	83,776	2,575	515	0	0	0	0
Secondary Sludge (60)	154,512	0	91,409	60,012	0	3,090	0	0	0	0
All Other Plant	918,225	344,334	270,234	143,243	6,795	99,719	46,462	0	7,438	0
Total Power	**2,396,434**	**368,769**	**925,659**	**287,032**	**9,370**	**399,721**	**378,015**	**0**	**27,868**	**0**
Fuel										
Fuel - Diesel for Generators	69,504	69,504	0	0	0	0	0	0	0	0
Building	513,952	192,732	151,256	80,177	3,803	55,815	26,006	0	4,163	0
Incineration	*495,727*	*4,957*	*202,078*	*276,794*	*4,957*	*6,940*	*0*	*0*	*0*	*0*
Primary Sludge (40)	198,291	4,957	26,115	161,270	4,957	991	0	0	0	0
Secondary Sludge (60)	297,436	0	175,963	115,524	0	5,949	0	0	0	0
Total Fuel	**1,079,183**	**267,193**	**353,334**	**356,971**	**8,761**	**62,755**	**26,006**	**0**	**4,163**	**0**

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Allocation of Operation and Maintenance Costs

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

ITEM	Total	Common to All					Municipal Only		Mill Only	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Chemicals										
Sodium Hypochlorite	$87,600	$87,600	$0	$0	$0	$0	$0	$0	$0	$0
Gravity Belt Polymer	42,372	0	25,067	16,457	0	847	0	0	0	0
Gravity Thickener Polymer	0	0	0	0	0	0	0	0	0	0
Belt Press Polymer	*228,600*	*2,286*	*93,187*	*127,641*	*2,286*	*3,200*	*0*	*0*	*0*	*0*
Primary Sludge (40)	91,440	2,286	12,043	74,368	2,286	457	0	0	0	0
Secondary Sludge (60)	137,160	0	81,144	53,273	0	2,743	0	0	0	0
Lime and Clay	*53,343*	*533*	*21,745*	*29,785*	*533*	*747*	*0*	*0*	*0*	*0*
Primary Sludge (40)	21,337	533	2,810	17,354	533	107	0	0	0	0
Secondary Sludge (60)	32,006	0	18,935	12,431	0	640	0	0	0	0
Sodium Bisulfite	54,200	54,200	0	0	0	0	0	0	0	0
Ferric Chloride	46,750	23,375	0	0	23,375	0	0	0	0	0
Ferric Chloride - odor control	4,002	4,002	0	0	0	0	0	0	0	0
Other Chemicals	47,256	47,256	0	0	0	0	0	0	0	0
Total Chemicals	**564,123**	**219,252**	**139,999**	**173,883**	**26,194**	**4,795**	**0**	**0**	**0**	**0**
Maintenance & Repairs										
Maintenance & Repairs	1,526,783	572,543	449,332	238,178	11,298	165,809	77,255	0	12,367	0
All Other Expenses										
Solid Waste	*256,315*	*3,007*	*96,327*	*150,652*	*3,007*	*3,322*	*0*	*0*	*0*	*0*
Primary Sludge (40)	120,263	3,007	15,839	97,810	3,007	601	0	0	0	0
Secondary Sludge (60)	136,052	0	80,488	52,843	0	2,721	0	0	0	0
DNR Enviromental Fees	145,000	1,058	48,814	51,500	32,742	10,885	0	0	0	0
Other Miscellaneous	3,439,890	1,289,958	1,012,360	536,623	25,455	373,573	174,058	0	27,863	0
Total All Other	**3,841,205**	**1,294,023**	**1,157,501**	**738,776**	**61,204**	**387,780**	**174,058**	**0**	**27,863**	**0**
Total Treatment Plant O & M	**18,062,445**	**5,836,470**	**5,312,766**	**3,731,107**	**207,634**	**1,722,139**	**988,674**	**115,307**	**104,032**	**44,316**
Field Services O & M										
Pretreatment	164,688	0	0	0	0	0	0	164,688	0	0
Municipal Interceptors	330,598	0	0	0	0	0	330,598	0	0	0
Mill Interceptors	2,587	0	0	0	0	0	0	0	2,587	0
Fox River Fiber Force Main	22,161	0	0	0	0	0	0	0	0	22,161
Municipal Metering Stations	242,336	0	0	0	0	0	242,336	0	0	0
Mill Metering Stations	25,675	0	0	0	0	0	0	0	0	25,675
Municipal Lift Stations	356,027	0	0	0	0	0	356,027	0	0	0
Subtotal	*1,144,072*	*0*	*0*	*0*	*0*	*0*	*928,961*	*164,688*	*2,587*	*47,836*
All Other (Field Services Salaries after distribution)	446,232	0	0	0	0	0	362,330	64,235	1,009	18,658
Total Interceptor System O & M	**1,590,304**	**0**	**0**	**0**	**0**	**0**	**1,291,291**	**228,923**	**3,596**	**66,493**
Total O & M Costs	**$19,652,749**	**$5,836,470**	**$5,312,766**	**$3,731,107**	**$207,634**	**$1,722,139**	**$2,279,965**	**$344,230**	**$107,629**	**$110,809**
Distribution to Participants										
MUNICIPAL	18,261,071	5,149,473	5,190,777	3,388,201	206,037	1,702,388	2,279,965	344,230		
FOX RIVER FIBER	39,001	0	0	0	0	0				39,001
PROCTER & GAMBLE	1,352,677	686,997	121,989	342,906	1,596	19,751	0	0	107,629	71,808
Total	$19,652,749	$5,836,470	$5,312,766	$3,731,107	$207,634	$1,722,139	$2,279,965	$344,230	$107,629	$110,809

Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Interceptor System O & M

Account Name	Maintenance	Field Services	Procter & Gamble Meter Station	Procter & Gamble Interceptor	Fox River Fiber Force Main
Salaries - Procter & Gamble (P&G) Interceptor	$0	$1,164		$1,164	
Benefits - P&G Interceptor	0	423		423	
Salaries - P&G Meter Station	7,008	10,479	17,487		
Benefits - P&G Meter Station	2,544	3,804	6,348		
Salaries - Fox River Fiber - Force Main	0	4,657			4,657
Benefits - Fox River Fiber - Force Main	0	1,691			1,691
Salaries - Fox River Fiber - Meter Station	4,000	5,822			9,822
Benefits - Fox River Fiber - Meter Station	1,452	2,114			3,566
Repair & Maintenance (R & M) - P&G Interceptor			0	1,000	
R & M - P&G Meter Station			1,000		
Phones - P&G			840		
Power - P&G			0		
R & M - Force Main					2170
R & M - Meter Station					255
Chemicals					
Total			$25,675	$2,587	$22,161

Account Name	Maintenance	Field Services	GBMSD Meter Stations	GBMSD Interceptors	Lift Station	Pretreatment
Salaries Pretreatment	$0	$118,167				$ 118,167
Salaries - GBMSD Interceptors	5,100	89,652		94,752		
Salaries - GBMSD Meter Stations	0	97,802	97,802			
Salaries - East Bayshore Lift Stations	21,876	44,244			66,120	
Salaries - East River Lift Station	14,880	13,972			28,852	
Salaries - Old Plank Lift Station	3,900	8,150			12,050	
Salaries - Interplant Force Main	0	13,972		13,972		
Salaries - Chemical Feed Building	0	3,493	3,493			
Benefits - Pretreatment	0	42,901				42,901
Benefits - GBMSD Interceptors	1,852	32,549		32,549		
Benefits - GBMSD Meter Stations	0	35,508	35,508			
Benefits - East Bayshore Lift Stations	7,942	16,063			24,005	
Benefits - East River Lift Station	5,402	5,073			10,475	
Benefits - Old Plank Lift Station	1,416	2,959			4,375	
Benefits - Interplant Force Main	0	5,073		5,073		
Benefits - Chemical Feed Building	0	1,268	1,268			
Pretreatment Program						3,620
R & M - East Bayshore System Lift Stations					20,700	
R & M - East Bayshore Force Main					1,200	
R & M - East River Lift Station					39,550	
R & M - GBMSD Interceptors - Field Services				50,000		
R & M - GBMSD Interceptors - Engineering				125,000		
R & M - Old Plank Lift Station					3,800	
R & M - Interplant Force Main				7,400		
R & M - GBMSD Meter Stations			67,635			
R & M - Chemical Feed Building			1,580			
Phones - Meter/Lift Stations			31,160			
Phones - Chemical Feed Building			0			
Power - Meter Stations			11,150			
Power - Chemical Feed Building			1,600			
Power - Old Plank Lift Station					1250	
Power - East Bayshore Lift Stations					25,250	
Power - East River Lift Station					34,000	
Water - East River Lift Station					1,600	
Chemicals - Old Plank Lift Station					4,000	
Chemicals - De Pere Conveyance					46,000	
Chemicals - Chemical Feed Building					9,200	
Chemicals - Bayshore Interceptor					23,600	
Total			**$251,196**	**$328,746**	**$356,027**	**$164,688**

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Salaries and Benefits before Distribution

Description	Commission	Business Services	Laboratory Services	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	$2,500	$993,668	$464,138	$1,771,891	$1,729,027	$503,526	$484,928	$728,864	$403,352	$7,081,894
Long Term Disability	0	4,884	2,574	10,137	9,466	3,501	2,896	3,875	2,024	39,357
Dental Insurance	0	7,536	4,091	16,925	20,563	5,986	5,685	5,986	2,497	69,269
Health Insurance	0	167,568	75,240	308,112	375,240	99,216	85,440	143,592	47,952	1,302,360
Life Insurance	0	3,172	1,105	4,855	6,730	2,337	2,159	1,853	1,083	23,294
Wisconsin Retirement	0	60,408	29,513	118,826	110,610	39,557	33,129	46,648	22,791	461,482
FICA & Medicare	191	71,060	35,507	141,761	132,271	46,415	38,866	55,758	30,856	552,685
Worker's Compensation	5	3,253	11,279	45,326	42,015	10,357	965	17,711	2,658	133,569
Uniforms	0	0	1,320	9,444	13,548	0	0	2,945	0	27,257
Employee Assistance	0	3,024	0	0	0	0	0	0	0	3,024
Wellness Program	0	0	0	45,128	0	0	0	0	0	45,128
Totals	**$2,696**	**$1,314,573**	**$624,767**	**$2,472,405**	**$2,439,470**	**$710,895**	**$654,068**	**$1,007,232**	**$513,213**	**$9,739,319**

Note: Engineering, Treatment and Information Technology Salaries were decreased by $220K for re-allocation of salaries to Solids Management Capital Loan Amount.

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Salaries and Benefits after Distribution to Interceptors & Meter Stations

Description	Commission	Business Services	Laboratory Services	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	$2,500	$993,668	$464,138	$1,771,891	$1,672,263	$503,526	$484,928	$317,290	$403,352	$6,613,556
Long Term Disability	0	4,884	2,574	10,137	9,150	3,501	2,896	1,587	2,024	36,753
Dental Insurance	0	7,536	4,091	16,925	20,008	5,986	5,685	1,960	2,497	64,688
Health Insurance	0	167,568	75,240	308,112	364,801	99,216	85,440	67,904	47,952	1,216,233
Life Insurance	0	3,172	1,105	4,855	6,543	2,337	2,159	499	1,083	21,753
Wisconsin Retirement	0	60,408	29,513	118,826	106,912	39,557	33,129	8,113	22,791	419,249
FICA & Medicare	191	71,060	35,507	141,761	127,929	46,415	38,866	33,669	30,856	526,253
Worker's Compensation	5	3,253	11,279	45,326	40,944	10,357	965	12,265	2,658	127,052
Uniforms	0	0	1,320	9,444	13,548	0	0	2,945	0	27,257
Employee Assistance	0	3,024	0	0	0	0	0	0	0	3,024
Wellness Program	0	0	0	45,128	0	0	0	0	0	45,128
Totals	**$2,696**	**$1,314,573**	**$624,767**	**$2,472,405**	**$2,362,098**	**$710,895**	**$654,068**	**$446,232**	**$513,213**	**$9,100,947**

Note: Engineering, Treatment and Information Technology Salaries were decreased by $220K for re-allocation of salaries to Solids Management Capital Loan Amount.

Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
Employees Headcount Report

Divisions and Department	PROPOSED 2015 BUDGET HEADCOUNT	PROPOSED 2016 BUDGET HEADCOUNT
Business Services including Non-Departmental *	12	12
Laboratory Services	7	7
Treatment including Health and Safety	26	26
Maintenance	23	24
Engineering	7	7
Information Technology	6	6
Field Services	9	9
Watershed Management	3	3
Regulatory Compliance	1	1
Total Headcount without Commissioners **	**94**	**95**
Commissioners	5	5

New Positions

Division	Department	2015 BUDGET	2016 BUDGET
Technical Services	Engineering		
Technical Services	Engineering		
Technical Services	Engineering		
Environmental Programs	Laboratory		
Non-Departmental	Executive Director & HR	Payroll/HR Specialist	
Operations	Maintenance	Mechanic Apprentice	
Operations	Treatment	Warehouse Technician to Maintenance from Accounting	Asset Reliability Coordinator

Notes:
* Non-Departmental Division includes Executive Director & Human Resources
** Total Full-Time and Part-Time positions

Divisions and Departments classification for referencing

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

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

NEW Water
Green Bay Metropolitan Sewerage District
2016 Budget - Adopted December 2, 2015
OUT-OF-AREA TRAVEL - Outside EPA Region 5 (Wisconsin, Minnesota, Illinois, Ohio, Indiana, Michigan)

Title	Division	Event
Director of Business Services	Business Services	NACWA Legal Seminar, TBD
Accounting Manager	Business Services	IMA Conference, TBD
Communication & Education Coordinator	Business Services	PRSA, New York, NY
Information Technology Manager	Business Services	Microsoft Convergence, New Orleans, LA
System Technician - GIS	Business Services	ESRI GIS User Conference, Palm Springs, CA
Director of Technical Services	Technical Services	WEFTEC, New Orleans, LA
Project Manager	Technical Services	Thermal Oxidation Meeting, TBD
To be Determined	Operations	WEFTEC, New Orleans, LA
Maintenance Manager	Operations	SMRP Annual Conference, Jacksonville, FL
Director of Operations	Operations	WEFTEC, New Orleans, LA
Executive Director	Non-Departmental	NACWA Winter, San Diego, CA
Executive Director	Non-Departmental	NACWA Summer, Denver, CO
Executive Director	Non-Departmental	WEFTEC, New Orleans, LA
Commissioner	Non-Departmental	NACWA Summer, Denver, CO
Commissioner	Non-Departmental	NACWA Winter, San Diego, CA
Director of Environmental Programs	Environmental Programs	Wastewater Conference, TBD
Watershed Programs Manager	Environmental Programs	IAGLR, Canada
Water Resources Specialist	Environmental Programs	IAGLR, Canada
Analytical Chemist	Environmental Programs	PITTCON, Atlanta, GA

Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2016 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN

2016 Budget - Adopted	2016	2017	2018	2019	2020
MAJOR CAPITAL: WASTEWATER TREATMENT FACILITIES					
GBF: Disinfection System Upgrade	972,000	-	-	-	-
GBF: Blower System Efficiency Upgrade	-	-	-	400,000	2,413,000
GBF: R2E2 Solids Management Project	66,750,000	53,658,000	16,319,000	1,387,000	-
GBF: Metro & Mill Pumping and Plant Drain Systems Upgrades	-	-	240,000	3,480,000	1,620,000
GBF: Primary Clarifier Odor Control	-	-	250,000	2,750,000	-
GBF: Gravity Belt Thickener Replacement	-	-	-	-	400,000
DPF: Service Water System Rehabilitation/Replacement	-	-	160,000	2,160,000	-
DPF: Primary Substation & Emergency Generator	-	240,000	2,700,000	540,000	-
DPF: Blower Replacement Project	250,000	3,250,000	-	-	-
GBF & DPF: Clarifier Rehabilitation	-	-	400,000	2,160,000	2,160,000
GBF & DPF: Headworks Upgrades	-	-	-	-	400,000
Interplant Wastewater Force Main - Phase 2	-	360,000	3,960,000	-	-
GBF Phosphorus Upgrade	-	-	-	-	3,814,000
DPF Phosphorus Upgrade	-	-	-	-	1,384,000
TOTAL WASTEWATER TREATMENT FACILITIES	**67,972,000**	**57,508,000**	**24,029,000**	**12,877,000**	**12,191,000**
MAJOR CAPITAL: INTERCEPTORS					
Dutchman Creek Interceptor Upgrade & Rehabilitation	2,549,000	-	-	-	-
Scott Bayshore Interceptor Rehabilitation	704,000	-	-	-	-
Tunnel Interceptor Rehabilitations (QSI, ERI, EFRI, WFRI)	-	-	280,000	4,060,000	4,060,000
Ninth Street Interceptor Extension - American Drive	-	-	1,250,000	-	-
East Tower Drive Interceptor Rehabilitation - Phase 1	-	-	-	179,000	2,562,000
Bayview Interceptor Upsizing	-	-	-	130,000	1,430,000
Bayview Interceptor Replacement	-	3,629,000	-	-	-
Charles Street Interceptor Upsizing	-	37,000	499,000	-	-
TOTAL INTERCEPTORS, METER STATIONS & LIFT STATIONS	**3,253,000**	**3,666,000**	**2,029,000**	**4,369,000**	**8,052,000**
DEPARTMENT ANNUAL CAPITAL INVESTMENTS					
MAINTENANCE SECTION					
GBF: Replace MCC - Center Mechanical MCC-B2, -B2A, -B2B	-	616,000	-	-	-
GBF: Replace MCC - Administration Building ADP-1,-2; MCC-A1, -A2	-	308,000	-	-	-
GBF: Replace MCC - Compressor Building MCC-C1	-	-	-	171,000	-
DPF: Replace outdated MCCs	-	-	-	-	125,000
GBF: Replace Air Handling Units	215,000	263,000	214,000	217,000	312,000
GBF: Replace roof - Maintenance Building	1,100,000	-	-	-	-
DPF: Replace roof - Influent Pump Station	152,000	-	-	-	-
DPF: Replace roof - Service Building	-	-	57,000	-	-
DPF: Replace roof - Blower Building No. 2	-	-	178,000	-	-
Vehicle ID# 105 Replacement	-	-	35,000	-	-
Vehicle ID# 111 Replacement	-	-	-	-	40,000
IFM: Air Relief Vault Painting	-	55,000	-	-	-
DPF: Air Handling Unit Replacement	-	-	-	250,000	-
GBF: Power Roof Vent Replacement	-	-	-	375,000	-
DPF: Power Roof Vent Replacement	-	-	-	-	125,000
GBF: Tunnel Unit Heater Replacement Phase 1	-	-	50,000	-	-
GBF: Tunnel Unit Heater Replacement Phase 2	-	-	-	50,000	-
GBF: Tunnel Unit Heater Replacement Phase 3	-	-	-	-	50,000
GBF: Transformer Replacement Project	-	-	-	125,000	-
GBF: Administration Building Heat Loop Exchanger	-	150,000	-	-	-

Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)
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GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2016 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN

2016 Budget - Adopted	2016	2017	2018	2019	2020
Maintenance Section subtotal	**1,467,000**	**1,392,000**	**534,000**	**1,188,000**	**652,000**
INFORMATION TECHNOLOGY SECTION					
GBF: Wireless Network Communication Phase II	120,000	-	-	-	-
DPF: Wireless Network Communication	40,000	-	-	-	-
DPF: Fiber Optic Network Enhancement/Upgrade	60,000	-	-	-	-
GBF: Replace Headworks SLC Automation System	-	75,000	-	-	-
GBF: Replace PLC Input/Output Hardware	-	-	-	125,000	125,000
GBF: HR/Payroll Software System	-	-	50,000	-	-
GBF: & DPF: Time and Attendance System	-	-	40,000	-	-
GBF: Financial Software Replacement/Upgrade	-	-	250,000	-	-
GBF: Audio/Visual Rm Equipment Replacement	40,000	-	-	-	-
GBF & DPF: Telephone System	-	-	-	-	125,000
GBF: Campus Paging System	-	125,000	-	-	-
GBF & DPF: Disaster Recovery/Backup System	60,000	-	-	-	-
Information Technology Section subtotal	**320,000**	**200,000**	**340,000**	**125,000**	**250,000**
ENGINEERING SECTION					
Meter Station #1 Flow Tube and Flow Meter Replacement	-	-	-	90,000	-
DPF: Demolish Solids Building & MS11A	-	-	1,000,000	-	-
MS 6, 8, &9 Rehabilitation	80,000	300,000	-	-	-
Annual Manhole Rehabilitation	50,000	50,000	50,000	50,000	-
Engineering Services Section subtotal	**130,000**	**350,000**	**1,050,000**	**440,000**	**-**
WATERSHED MANAGEMENT SECTION					
Environmental lands easement or title purchase - Pilot Demonstration Project	54,000	54,000	-	-	-
Watershed Management Section subtotal	**54,000**	**54,000**	**-**	**-**	**-**
FIELD SERVICES SECTION					
MS-05 Flow Tube Replacement	-	-	-	100,000	-
Lift Station alarm notification system	-	250,000	-	-	-
ERLS – Grinder system	-	-	-	-	250,000
Field Services Section subtotal	**-**	**250,000**	**-**	**100,000**	**250,000**
LABORATORY SERVICES SECTION					
Metals Lab: PE ICP	-	80,000	-	-	-
High Performance Liquid Chromatography	-	-	60,000	-	-
Laboratory Services Section subtotal	**-**	**80,000**	**60,000**	**-**	**-**
TOTAL ANNUAL CAPITAL INVESTMENTS	**1,971,000**	**2,326,000**	**1,984,000**	**1,853,000**	**1,152,000**
TOTAL CAPITAL INVESTMENTS	**73,196,000**	**63,500,000**	**28,042,000**	**19,099,000**	**21,395,000**

Green Bay Metropolitan Sewerage District
2016 Budget – Adopted 12-2-2015
Summary of Revenues and Expenses Legends

Revenues:

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

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

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

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

Green Bay Metropolitan Sewerage District
2016 Budget – Adopted 12-2-2015
Summary of Revenues and Expenses Legends

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

Expenses:

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

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

Salaries & Benefits:	Salaries, Health, Dental, & Life Insurances, Retirement, Social Security, Fringe Benefits, Workers Compensation, Uniforms, Employee Referral Services, Long Term Disability, Wellness, Employee Assistance, and Uniforms
Power:	All Power related for the facilities
Contracted Services:	Contractors, Legal, Audits, Studies, Occupational Health, Custodial and Lawn Services, Environmental Programs, Sponsorship, Temporary Assistance, Recruitment, Consultants, Hazardous Waste Disposal, Class and Compensation, Household Hazardous Waste Disposal, Continuous Improvement/Lean, In District Sustainability, Risk Based Asset Management, Watershed Based Planning, Reg/Muni Environment Service, and Contingency
Maintenance & Repairs:	Repair and Maintenance Building and Equipments, Small Tools, Fuel for District Vehicles and Boats, Freight, Water, Fire Protection, Equipment Leases and Rentals
Chemicals:	Sodium Hypochlorite and Bisulfite, Polymer, Ferric Chloride, Lime, and Laboratory Chemicals for the facilities
Natural Gas & Fuel Oil:	Diesel, Fuel, Natural Gas for Generators, Incineration, and Heating for the facilities

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

Green Bay Metropolitan Sewerage District
2016 Budget – Adopted 12-2-2015
Summary of Revenues and Expenses Legends

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

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

Green Bay Metropolitan Sewerage District
2016 Budget – Adopted 12-2-2015
Summary of Revenues and Expenses Legends

Debt Service and Annual Capital

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

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Attachment: 2016 Adopted Budget (4218 : Resolution #15-137, Revising Sewer Service Rates)

Attachment: City of De Pere (4218 : Resolution #15-137, Revising Sewer Service Rates)

CITY OF DEPERE

WASTEWATER UTILITY

PROPOSED RATES

DECEMBER 2015

City of DePere Wastewater Utility

Proposed Rates

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Attachment: City of De Pere (4218 : Resolution #15-137, Revising Sewer Service Rates)

City of DePere Wastewater Utility
Projected Operating Statements

PROJECTED OPERATING STATEMENTS	Actual 2013	Actual 2014	Projected 2015	with increase Estimated 2016
Revenues and Other Sources				
User charges - general customers	$ 3,477,117	$ 3,963,906	$ 4,209,942	$ 4,660,016
User charges- paper mills				
NEW Water treatment charges	4,397,695	3,870,155	4,090,137	4,441,480
Fixed administrative charges	36,000	36,000	37,800	39,600
Collection charges - variable	117,266	138,616	142,573	241,940
Forfeited discounts	36,061	39,369	42,000	42,000
Collection on receivable from NEW Water	-	-	-	160,485
Total Revenues Other Sources	8,064,139	8,048,046	8,522,452	9,585,521
Expenses and Other Uses				
Treatment charges				
General customers	1,998,260	1,876,989	1,994,534	2,169,270
Paper mills - pass through	4,397,695	3,309,421	3,448,927	3,710,854
Fixed Charge				
General customers	-	323,786	355,915	398,390
Paper mills - pass through	-	560,733	632,738	730,626
Operation and maintenance	791,162	952,520	981,096	1,010,500
Major maintenance projects	300,000	300,000	300,000	300,000
Sewer share of meter reading expenses	116,711	117,597	134,663	142,900
Capital replacement outlay	527,012	543,548	566,000	500,000
NEW Water annual debt service requirements	31,275	31,275	31,275	31,275
Current principal and interest payments	-	-	-	385,635
Future principal and interest payments	-	-	-	150,000
Total Expenses and Other Uses	8,162,115	8,015,869	8,445,148	9,529,450
Excess Revenues (Expenses)	$ (97,976)	$ 32,177	$ 77,304	$ 56,071

Attachment: City of De Pere (4218 : Resolution #15-137, Revising Sewer Service Rates)

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

GENERAL CUSTOMERS

	2016 Estimated	
Costs to be recovered:	Fixed	Variable
Treatment charges	398,390	2,169,270
Fixed portion allocated to variable	(44,000)	44,000
Less: Collection on receivable from NEW Water	(160,485)	-
Less: Recovery of administrative expenses	(39,600)	-
Totals	$ 154,305	$ 2,213,270

FIXED CHARGES - GENERAL CUSTOMERS

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

VARIABLE CHARGES - GENERAL CUSTOMERS

Metered Water Flow

	Actual 2014	Projected 2015	Estimated 2016
Water Gallons Sold	493,962,544	471,018,000	490,000,000

Proposed Treatment Rate - General Customers

	Proposed Rate per thousand	Metered Water Flow	Recovery of Costs
Variable Costs	$ 4.52	490,000,000	$ 2,214,800

PAPER MILLS

	Actual 2013	Actual 2014	Projected 2015	Estimated 2016
Actual Expenses				
Wastewater treatment charges				
Paper Mills- variable charge	$ 4,397,695	$ 3,309,421	$ 3,448,927	$ 3,710,854
Paper Mills- fixed charge			$ 632,738	$ 730,626

Treatment Rates - Paper Mills

Variable treatment charges will be a direct pass-through from NEW Water
Fox River Fiber is now included in the NEW Water budget as a separate customer. Fixed treatment charges of $344,757 have been directly allocated tothem. In addition $385,869 of the fixed charge to the City has been allocated to the remaining paper mills.

Treatment Fixed Administrative Fee	Allocation of Costs
Allocation of 10% of 2016 budgeted administrative costs - total $396,000	
Charged equally to three paper mills - rate of $1,100 per month	$ 39,600

Attachment: City of De Pere (4218 : Resolution #15-137, Revising Sewer Service Rates)

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

	Actual 2013	Actual 2014	Projected 2015	Projected 2016	Allocation of Expenses	
					Fixed	Variable
PROJECTED EXPENSES AND OTHER USES						
Operation and maintenance	$ 1,091,162	$ 1,252,520	$ 1,281,096	$ 1,310,500	$ 400,000	$ 910,500
Sewer share of meter reading expenses	116,711	117,597	134,663	142,900	94,000	48,900
Capital replacement outlay	527,012	543,548	566,000	500,000	250,000	250,000
NEW Water annual debt service requirements	31,275	31,275	31,275	31,275	31,275	-
Current principal and interest payments	-	-	-	385,635	385,635	-
Future principal and interest payments	-	-	-	150,000	150,000	-
Total Expenses and Other Uses	$ 1,766,160	$ 1,944,940	$ 2,013,034	$ 2,520,310	$ 1,310,910	$ 1,209,400

REVENUE REQUIREMENT- COLLECTION SYSTEM

Expenditures and Other Uses	
Recovered through fixed charges to general customers	$ 1,310,910
Recovered through volume charges to all customers	1,209,400
Total Revenue Requirement - Collection System	$ 2,520,310

Attachment: City of De Pere (4218 : Resolution #15-137, Revising Sewer Service Rates)

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

FIXED CHARGES - GENERAL CUSTOMERS

Costs to be recovered:	2016 Estimated
Operation and maintenance - fixed portion	400,000
Sewer share of meter reading expenses	94,000
Capital replacement outlay	250,000
NEW Water annual debt service requirements	31,275
Current principal and interest payments	385,635
Future principal and interest payments	150,000
Total	$ 1,310,910

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

FIXED CHARGE - PAPER MILLS

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

VOLUME CHARGE- ALL CUSTOMERS

Costs to be Recovered	2016 Estimated
Operation and maintenance - variable portion	$ 1,209,400
Less: Allocated to customers where calculated charges exceed 15% of revenue requirement	(136,600)
Net to be Recovered through Volume Charges	$ 1,072,800

Gallons sold and wastewater flows	2016 Estimated
General customers - water gallons sold	490,000,000
Paper Mills with < 15% (wastewater)	52,555,000
Total	542,555,000

Proposed Rates	Proposed Rate	Billable Flows	Recovery of Costs
Variable Costs	$ 2.000	542,555,000	$ 1,085,110

Attachment: City of De Pere (4218 : Resolution #15-137, Revising Sewer Service Rates)

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

	Current Rates		Proposed Rates - 2016	
WASTEWATER RATES	**Volume charge- treatment**		**Volume charge- treatment**	
	Treatment	$4.45/ thousand gallons	Treatment	$4.52/ thousand gallons
	Treatment Fixed charge- quarterly		**Treatment Fixed charge- quarterly**	
	3/4"	$ 3.15	3/4"	$ 3.30
	1"	7.88	1"	8.25
	1 1/2"	15.75	1 1/2"	16.50
	2"	25.20	2"	26.40
	3"	47.25	3"	49.50
	4"	141.75	4"	148.50
	Volume charge- collection -quarterly		**Volume charge- collection -quarterly**	
	Collection	$1.366/ thousand gallons	Collection	$2/ thousand gallons
	Collection Fixed charge - quarterly		**Collection Fixed charge- quarterly**	
	3/4"	$ 27.00	3/4"	$ 28.00
	1"	67.50	1"	70.00
	1 1/2"	135.00	1 1/2"	140.00
	2"	216.00	2"	224.00
	3"	405.00	3"	420.00
	4"	1,215.00	4"	1,260.00

AVERAGE RESIDENTIAL BILL

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

	Current Rates		Proposed Rates - 2015		Quarterly
	Per Year	**Per Quarter**	**Per Year**	**Per Quarter**	**Increase**
Wastewater	$ 469.56	$ 117.39	$ 516.40	$ 129.10	$ 11.71

Attachment: City of De Pere (4218 : Resolution #15-137, Revising Sewer Service Rates)

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

	Current Rates	Proposed Rates - 2016
COLLECTION RATES		
	Volume charge- collection- monthly	**Volume charge- collection- monthly**
	Collection $1.366/ thousand gallons	Collection $2.00/ thousand gallons
	Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2015: $96,200	Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2016: $136,600
	NEW Water Daily Monitoring Fixed Charge - monthly	**NEW Water Daily Monitoring Fixed Charge - monthly**
	Direct pass-through from NEW Water $2,300 per month estimate	Direct pass-through from NEW Water $2,400 per month estimate
TREATMENT RATES		
Administrative fee	**City of DePere - Fixed Treatment Administrative Fee**	**City of DePere - Fixed Treatment Administrative Fee**
	$1,050 per month	$1,100 per month
Variable rates	**NEW Water unit charges - pass through**	**NEW Water unit charges - pass through**
	Flow $0.80448/ thousand gallons	Flow $0.79357/ thousand gallons
	BOD $0.39331/ pound	BOD $0.43068/ pound
	TSS $0.34822/ pound	TSS $0.41292/ pound
	Phosphorus $0.56768/ pound	Phosphorus $0.60597/ pound
	TKN $0.65358/ pound	TKN $0.64043/ pound
Fixed rates	**NEW Water fixed charge - pass through**	**NEW Water fixed charge - pass through**
	Allocated to Paper Mills based upon actual units each month	Allocated to Paper Mills (not including Fox River Fiber) based upon actual units each month
	$ 632,738	$ 385,869

SONOCO US MILLS

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	34,795	2,900
BOD (in pounds)	1,347,634	112,303
TSS (in pounds)	371,706	30,976
Phosphorus (in pounds)	374	31
TKN (in pounds)	6,560	547

	Current Rates		Proposed Rates - 2016		Monthly
	Per Year	Per Month	Per Year	Per Month	Increase
Treatment variable charges	$ 691,965	$ 57,664	$ 768,280	$ 64,023	$ 6,360
Treatment fixed charges	141,551	11,796	144,645	12,054	258
Treatment fixed administrative fee	12,600	1,050	15,600	1,300	250
Collection	47,530	3,961	69,590	5,799	1,838
NEW Water daily monitoring charge	27,643	2,304	28,000	2,333	30
Total	$ 921,288	$ 76,774	$ 1,026,115	$ 85,510	$ 8,736

EXPERA

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	406,033	33,836
BOD (in pounds)	1,972,961	164,413
TSS (in pounds)	372,380	31,032
Phosphorus (in pounds)	769	64
TKN (in pounds)	38,187	3,182

	Current Rates		Proposed Rates - 2016		Monthly
	Per Year	Per Month	Per Year	Per Month	Increase
Treatment variable charges	$ 1,257,696	$ 104,808	$ 1,352,279	$ 112,690	$ 7,882
Treatment fixed charges	220,656	18,388	232,255	19,355	967
Treatment fixed administrative fee	12,600	1,050	15,600	1,300	250
Collection	96,200	8,017	136,600	11,383	3,367
NEW Water daily monitoring charge	27,756	2,313	28,000	2,333	20
Total	$ 1,614,908	$ 134,576	$ 1,764,734	$ 147,061	$ 12,486

FOX RIVER FIBER

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	340,935	28,411
BOD (in pounds)	1,721,644	143,470
TSS (in pounds)	974,999	81,250
Phosphorus (in pounds)	30,114	2,510
TKN (in pounds)	215,228	17,936

	Current Rates		Proposed Rates - 2016		Monthly
	Per Year	Per Month	Per Year	Per Month	Increase
Treatment variable charges	$ 1,343,236	$ 111,936	$ 1,482,651	$ 123,554	$ 11,618
Treatment fixed charges	267,164	22,264	344,757	28,730	6,466
Treatment fixed administrative fee	12,600	1,050	15,600	1,300	250
Collection	-	-	-	-	-
NEW Water daily monitoring charge	-	-	-	-	-
Total	$ 1,623,000	$ 135,250	$ 1,843,008	$ 153,584	$ 18,334

Attachment: City of De Pere (4218 : Resolution #15-137, Revising Sewer Service Rates)

D D Acquisition

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	17,178	1,432
BOD (in pounds)	26,838	2,237
TSS (in pounds)	38,784	3,232
Phosphorus (in pounds)	108	9
TKN (in pounds)	648	54

	Current Rates		Proposed Rates - 2016		Monthly
	Per Year	Per Month	Per Year	Per Month	Increase
Treatment variable charges	$ 38,365	$ 3,197	$ 41,747	$ 3,479	$ 282
Treatment fixed charges	3,367	281	8,969	747	467
Treatment fixed administrative fee	-	-	-	-	-
Collection	23,465	1,955	34,356	2,863	908
NEW Water daily monitoring charge	11,922	994	12,000	1,000	7
Total	$ 77,120	$ 6,427	$ 97,072	$ 8,089	$ 1,663

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **Finance Department**

FROM: **Joe Zegers**

SUBJECT: **Resolution #15-138, Authorizing Issuance of a Promissory Note for Temporary Borrowing of $147,000 for Public Purposes.**

ATTACHMENTS:

- Reso15-138 (DOCX)
- Exhibit A - Amended Resolution #15-125 (PDF)
- 2015Short-TermNoteBorrowingMemo (DOCX)
- Associated Bank (PDF)

RESOLUTION #15-138

AUTHORIZING ISSUANCE OF A PROMISSORY NOTE FOR
TEMPORARY BORROWING OF $147,000 FOR PUBLIC PURPOSES

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

WHEREAS, on November 17, 2015, the Common Council adopted Amended Resolution 15-25, a copy of which is attached as Exhibit A, approving the City's 2016 budget, including authorization for indebtedness of $147,000.00 in 2015 with repayment thereof, including interest, in 2016 to purchase the following equipment and services:

1. $72,000.00 for a 16 ft. mower;
2. $35,000.00 for paving Legion Park Parking Lot
3. $20,000.00 for a replacement humidifier for City Hall; and
4. $20,000.00 for a bucket for a front end loader

all of which constitute public purposes; and

WHEREAS, Amended Resolution 15-125 further levied a direct, annual tax, sufficient in amount to pay and for the express purpose of paying the interest on the note as it falls due and to pay and discharge the principal thereof at maturity; and

WHEREAS, including this anticipated borrowing of $147,000.00, the City's indebtedness is $35,412,000.00, which is within the City's 5% constitutional debt limitation of $94,931,265.00; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

Attachment: Reso15-138 (4227 : Resolution #15-138, Authorizing Short Term Note of $147,000 with Associated Bank)

1. In an amount not to exceed one hundred forty-seven thousand ($147,000.00) and no/100;
2. Bears an interest rate of no more than 1.5% per annum;
3. Is due and payable in no more than sixty (60) days from the date of issuance;
4. Contains no pre-payment penalty.

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso15-138 (4227 : Resolution #15-138, Authorizing Short Term Note of $147,000 with Associated Bank)

AMENDED
RESOLUTION #15-125

ADOPTION OF TAX LEVY FOR CITY PURPOSES TO
SUPPORT THE 2016 CITY BUDGET

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

WHEREAS, a public hearing regarding proposed 2016 City Budget was held on November 17, 2015; and

WHEREAS, after due deliberation and public discussion, the De Pere City Council is desirous of adopting a tax levy to support the 2016 City Budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The De Pere Common Council hereby approves the 2016 Budget as presented; further the Common Council adopts a total 2015 property tax levy to support the City's 2016 Budget and that this levy be further apportioned according to the following: General Fund ($7,970,680); Debt Service ($1,837,313); Capital Projects ($1,741,276); and Local Levy TID Districts ($860,990).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of November, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: 8

Nays: 0

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: December 2, 2015
Subject: 2015 Short-Term Note

I have attached the interest rate quote from Associated Bank for the City's short-term note borrowing of $147,000 authorized in the Adopted 2016 budget in November 2015. The repayment of the note was included in the City's 2016 debt service fund expenditures and covers four items included in the 2016 budget including $72,000 for a 16 foot mower, $35,000 for paying the Legion Park parking lot, and $20,000 each for the City Hall humidifier and $20,000 for the front-end loader bucket. These amounts were included on pages 295-297 of the 2016 Executive Budget. The interest rate quote of 1.5% for 60 days on the note is very reasonable and would amount to roughly $370 interest when we pay back the note in full in late February 2016.

I recommend the Finance Committee approve the terms of this note. Should you have any questions on this feel free to contact me or I will be present at the Finance Committee meeting on December 8th.

Attachment: 2015Short-TermNoteBorrowingMemo (4227 : Resolution #15-138, Authorizing Short Term Note of $147,000 with Associated Bank)

AssociatedBank

December 1, 2015

Joe Zegers
Director of Finance
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

Dear Mr. Zegers:

The purpose of this letter is to provide in writing the basic terms and conditions upon which Associated Bank may be willing to consider financing for the City of De Pere. This letter is not a commitment, but is intended to serve as an outline providing the basis for further discussion.

FOR DISCUSSION PURPOSES ONLY

BORROWER:	City of De Pere
PURPOSE:	Financing $72,000 for 16Ft Mower, $35,000 for paving Legion Park parking lot, $20,000 for City Hall Humidifier and $20,000 for a bucket on a front front-end loader.
LOAN AMOUNT:	$147,000.00
INTEREST RATE AND TERM OPTIONS:	Interest rate 1.50% fixed - Tax Exempt, 2.14% fixed - Taxable
FEES:	None
PAYMENT:	Principal and Interest due on February 21, 2016
PREPAYMENT COSTS:	None
CLOSING:	Loan documents to be attorney prepared

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 15, 2015**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans, Inc.**

ATTACHMENTS:

- Reso15-139 (DOCX)
- City of De Pere Contract eff Jan 1 2016 (PDF)

RESOLUTION #15-139

AUTHORIZING AGREEMENT WITH
CARE-PLUS DENTAL PLANS, INC.

WHEREAS, the Finance/Personnel Committee approved various changes to the City's health and dental plans at its October 13, 2015 meeting, including adding Care-Plus Dental Plans, Inc., d/b/a Dental Associates as an option for employees on the City's dental insurance plan; and

WHEREAS, the City has been provided with the attached Dental Care Group Policy from Care-Plus Dental Plans, Inc.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Care-Plus Dental Plans, Inc. Dental Care Group Policy, subject to such changes as are deemed necessary by the Human Resources Director and the City Attorney, together with renewals thereof, provided the same are on similar terms and conditions, and provided renewal thereof has been properly budgeted.

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 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____
Nays:_____

Attachment: Reso15-139 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

CARE-PLUS SMILE ADVANTAGE DENTAL PROGRAM

CARE-PLUS DENTAL PLANS, INC.
3333 N. MAYFAIR ROAD, SUITE 311
WAUWATOSA, WISCONSIN 53222

DENTAL CARE GROUP POLICY

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

Copyright 2011 CARE-PLUS Dental Plans, Inc.

CARE-PLUS DENTAL PLANS, INC.

DENTAL CARE GROUP POLICY
CITY OF DE PERE
GROUP NUMBER PPD281

CARE-PLUS Dental Plans, Inc. ("CARE-PLUS") issues this Contract to the Group identified below. In consideration of the agreements of the Group and the payment of fees, CARE-PLUS agrees that it will provide the Benefits described in this Contract, or payments for these Benefits, to Participants according to the terms and conditions of this Contract. In consideration of the Benefits provided by CARE-PLUS, Group agrees to pay the fees described in this Contract and abide by the terms and conditions of this Contract.

Now, therefore, in consideration of the premises and mutual covenants herein described, CARE-PLUS and the Group (the "Parties") have each executed this Dental Care Group Policy. (Please note if the signed contract is not returned to CARE-PLUS, the benefits will be administered according to those included herein.)

Date November 20, 2015

CARE-PLUS DENTAL PLANS, INC.

In the presence of:

Christine Bluss

BY: Anthony J Vastardis
Vice President

Date _____

GROUP: CITY OF DE PERE

In the presence of:

BY: _____

_____

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

CARE-PLUS DENTAL PLANS, INC.
DENTAL CARE GROUP POLICY

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Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

ARTICLE I

Glossary of Terms.

When used and capitalized in this Contract or any amendments or riders, the following terms are defined as follows:

1. Benefits. Under this Contract, Benefits include Dental Service and Emergency Service to be covered as described in Addendum A and B to the Contract.

2. CARE-PLUS Dental Plans, Inc. CARE-PLUS Dental Plans, Inc., is a Wisconsin corporation located in Milwaukee, Wisconsin. It will be referred to as CARE-PLUS in this Contract.

3. Charge. A Charge is the usual, customary and reasonable fee for a Dental Service. Fees are usual, customary and reasonable if they do not exceed the cost usually charged by the individual rendering the service or the general level of fees for similar services charged by others within the community where rendered, taking into consideration the complexity of treatment required for the particular case. No agreement as to the fee between a Participant and a person, firm or corporation providing or rendering services shall increase the liability of CARE-PLUS to pay more than the usual, customary and reasonable fee.

4. Contract. The Contract is this agreement by CARE-PLUS to provide Benefits to the Group and includes the Members' applications submitted to the Group and any supplements, amendments, endorsements or riders attached hereto.

5. Dental Service. Except as expressly limited or excluded by this Contract, Dental Service means those professional services of an attending Dentist, and the professional personnel or their agents who are associated with or employed by the Dentist, which are generally and customarily prescribed.

6. Dentist. A Dentist is someone who is licensed as a Doctor of Dental Surgery or its equivalent and who is a professional practitioner authorized by law to practice dentistry.

7. Dependents.

   a. The Member's legal spouse.

   b. The Member's children, including step children, legally adopted children, and children placed for adoption with the Member, for whom the proper fees have been paid. A child placed for adoption shall be covered even if a court does not make a final order granting adoption; however, coverage will terminate if the child's adoptive placement with the Member terminates.

      A child ceases to be a Dependent on the last day of the month in which he or she attains the age of 26.

      In addition, if a child is unmarried and is 18 years of age or older and was a full-time student under the age of 27 at the time they were called to active duty in the reserves or national guard, they will remain eligible under the parent's plan beyond the age of 27 until they are no longer a full-time student.

      A child continues to be an eligible Dependent beyond the limiting age above if he or she is unable to support himself or herself, due to mental retardation or physical handicap. The Member must send CARE-PLUS a Doctor's certification of disability at least 31 days before the child reaches the limiting age and as often as CARE-PLUS requests for the following 2 years. After that, CARE-PLUS will request proof of disability annually.

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

c. Any child of a Dependent child until the Dependent child reaches the age of 18.

d. The Member's children pursuant to a qualified medical child support order, as defined by the Omnibus Budget Reconciliation Act of 1993.

8. Effective Date. The Effective Date as determined by the group is the date on which a Participant becomes covered for Benefits.

9. Emergency. A serious dental condition caused by dental disease or accident arising suddenly which, if not treated immediately, would result in jeopardy to the dental health of a Participant.

10. Emergency Service. The services described in Addendum A, number 5.

11. Grievance. Any dissatisfaction with CARE-PLUS, a Primary Provider, the administration, claims practices or services provided under the Contract that is expressed in writing by or on behalf of a Member.

12. Group Dentist. A Group Dentist means a Dentist who is employed by, associated with or engaged by Dental Associates, Ltd. of Wisconsin.

13. Laboratory Charges. Laboratory Charges are any charges incurred by a Group Dentist or charged to the Group Dentist by a dental laboratory for the preparation and fabrication of space maintainers, all indirect restorations, prosthetic appliances or the repair of the above.

14. Member. A Member is an employee (whether single or married) of the Group reported by the Group as eligible for Benefits under this Contract and for whom the group fees have been paid.

15. Out of Area Services. Services provided at a location outside of the Service Area.

16. Participant. A Participant means any Member or his or her Dependents.

17. Primary Provider. Under this Contract, a Primary Provider is any provider selected by CARE-PLUS. Dental Associates, Ltd. of Wisconsin is currently the Primary Provider of Benefits for this Contract. Dental Associates has offices at multiple locations. See the Dental Associates website (www.dentalassociates.com) for a complete listing. A unilateral change in Primary Provider by CARE-PLUS shall be considered grounds for the Group to terminate this Contract.

18. Renewal Date. The last day of the term of the Contract.

19. Service Area. Encompasses all territory within a 50-mile radius of a Primary Provider location.

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

ARTICLE II

Administration.

1. GROUP NUMBER AND DESCRIPTION. CITY OF DE PERE
PPD281

2. CONTRACT COMMENCES. The Contract shall commence on the 1st day of January, 2016, for a term of twelve months and shall remain in effect upon fulfillment of the financial provisions outlined herein, until it is amended or terminated. This Contract, the Members' applications and any amendments or riders attached hereto, constitute the entire Contract between the Group and CARE-PLUS.

3. AMENDMENT. CARE-PLUS reserves the right to amend the Contract in any manner at any Renewal Date. If the Contract is amended, CARE-PLUS will give notice of the new terms at least sixty (60) days prior to the Renewal Date. If CARE-PLUS does not provide such notice, the new terms will not take effect until sixty (60) days after the notice is mailed or delivered, in which case the Group may elect to cancel the policy at any time during the sixty (60)-day period.

4. MONTHLY FEES.

a.	Single Member Rate	$ 33.92
b.	Family Member Rate	$ 96.81
c.	Couple (employee + 1 (spouse or 1 child)) Rate	$ N/A
d.	Limited Family (employee & Child(ren)) Rate	$ N/A
e.	Composite Rate	$ N/A
f.	Participant Rate	$ N/A

5. RATE GUARANTEE. The monthly rates shall be fixed for a period of twelve months following the date this Contract commences.

6. NOTIFICATION OF RATE CHANGE. CARE-PLUS shall notify the group of any rate change thirty (30) days prior to the expiration of the rate guarantee period. Failure to do so will result in the extension of the rate guarantee for 12 months from the date the existing guarantee expires. If CARE-PLUS notifies the Group of a rate change, as provided under the notification provisions of this Section, the rate change will be effective as of the end of the existing rate guarantee period. If the group's medical coverage changes after the renewal of the contract and rate guarantee is established that would affect the oral surgery and periodontal coverage under this contract, the rates can be modified with thirty (30) days of notification to CARE-PLUS by the employer group. If the rate change is an increase of 25% or greater, CARE-PLUS shall notify the Group of the rate change no later than sixty (60) days prior to the date the rate change becomes effective.

7. ENROLLMENT.

a. INITIAL ENROLLMENT PERIOD. Shall begin on November 9, 2015 and end on November 20th, 2015. At the time the Group is initially enrolled, each Member shall complete an application form prescribed by CARE-PLUS. The completed application form(s) shall be sent to CARE-PLUS prior to or along with the Group's initial Fee Deposit.

b. SUBSEQUENT ENROLLMENT PERIOD. Shall coincide with the anniversary of the initial enrollment period unless otherwise agreed upon in writing between the Group and CARE-PLUS. Employees not participating under this Contract may enroll in or existing Members may terminate the coverage hereunder only during a subsequent enrollment period.

c. NEW EMPLOYEES. New employees of the Group and their Dependents may enroll within thirty (30) days of the date the employee first becomes eligible for coverage, as defined by the Group. If

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

the employee properly enrolls and the required premium is paid, the Effective Date for new employees and their Dependents is the first of the month following the date of eligibility. If the new employee declines coverage, (s)he may enroll at the next open enrollment period except in the case of an event permitting earlier enrollment. An employee who declines coverage because (s)he was covered under other insurance may elect coverage to be effective on the first day of the month following the loss of such other coverage. The employee must apply for such changed in coverage within thirty (30) days of the event causing the loss of the other coverage.

d. NEW DEPENDENTS.

i. Marriage. Dependents who become eligible due to marriage may enroll within thirty (30) days of the marriage date. If such Dependents are properly enrolled and the applicable premium is paid within such timeframe, the Effective Date for such Dependents is the date of the marriage.

ii. Newborn Children. A newborn child of a Member will be covered from the date of birth provided CARE-PLUS is notified of the birth and the Member pays the additional premium within sixty (60) days of the date of birth. Otherwise, the child may be enrolled within one year after the date of birth if the Member makes all past due payments of the applicable Premium.

If no additional premium is required to enroll the child, the newborn child will be covered as of the date of birth. CARE-PLUS requests that the Member notify CARE-PLUS within sixty (60) days of the birth of the new Dependent.

iii. Adopted Children. An adopted child or child placed with the Member for purposes of adoption will be covered from the date of the final decree of adoption or date of placement if the required premium is paid and the Plan is notified within sixty (60) days after the date of adoption or placement.

e. IDENTIFICATION CARDS. Initial and subsequent Members will receive an identification card in the form prescribed by CARE-PLUS.

f. CHANGES IN MEMBERSHIP STATUS. The Group, upon notification by a Member, shall notify CARE-PLUS within thirty (30) days of any change of address or in the status of the Member or his/her Dependents resulting from marriage, divorce, separation or death, or within sixty (60) days of the addition of coverage of a newborn or adopted child.

8. FEE DEPOSIT AND DUE DATE.

a. DUE DATE. The Due Date for Fee Deposits is the 20th of the month prior to each month that this Contract is in effect unless some other date is mutually agreed upon in writing.

b. FEE DEPOSIT. The Fee Deposit is the Monthly Fee indicated multiplied by the total corresponding single members, family members, couples or participants enrolled and entitled to Benefits under this Contract.

c. MEMBERSHIP CHANGES. On or before the Due Date, in addition to the proper Fee Deposit for all Members, the Group shall report to CARE-PLUS in writing, any additions, deletions and/or changes in Group membership records. The Group's report shall include the category of coverage for each Member (single, couple or family), a list of eligible Dependents, and such other information necessary for the administration of this Contract.

If the Group discovers that an individual Member's coverage has been continued in error and reports such error to CARE-PLUS, the Group may recover up to three months of Fee Deposits that were paid in error provided the Member has not received services from a Group Dentist during the period for which the Fee Deposits are being recovered.

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d. FAILURE TO PAY FEE DEPOSITS. CARE-PLUS shall not be obligated to provide Benefits for Dental Services to any Participant for whom the Group has failed to report and remit the proper Fee Deposit on or before the Due Date.

e. GRACE PERIOD. If the Group fails to make any payment or Fee Deposit by the Due Date and such failure continues for more than thirty-one (31) consecutive days, this Contract and all rights of Participants to receive Benefits shall terminate provided written notice shall be given by CARE-PLUS to the Group, twenty (20) days prior to the termination date.

9. NOTICE. Notice to CARE-PLUS shall be mailed to its regular business address. Notice to any Member shall be mailed to his or her last known address or the Group's regular business address. Notice to the Group shall be mailed to the Group's regular business address.

10 TERMINATION. The Group may terminate this Contract by giving thirty (30) days prior written notice to CARE-PLUS.

a. TERMINATION BY GROUP. If the Group terminates this Contract, the rights of the Participants to Benefits under the Contract shall terminate at the end of the period for which the last Fee Deposit was paid to CARE-PLUS.

b. TERMINATION OF MEMBER. A Member's rights and the rights of his Dependents to Benefits under this Contract shall terminate at the end of the period for which the last Fee Deposit was paid to CARE-PLUS by the Group on his or her behalf.

c. TERMINATION OF DEPENDENT. A Dependent's rights to Benefits under the Contract shall automatically cease on the date he or she ceases to be a Dependent or at the end of the period for which the last Fee Deposit was paid to CARE-PLUS by the Group on his or her behalf, if earlier.

d. SERVICE AFTER TERMINATION. Except as otherwise provided in this Contract, if any services are required by a Participant or are performed on his behalf after his rights to Benefits have terminated, the expenses incurred for such care shall be the Member's full responsibility.

e. RENEWAL. Renewal of the Contract is at the option of CARE-PLUS.

11. REFUND. CARE-PLUS shall not be obligated to refund any Fee Deposits.

12. GROUP RECORDS. The pertinent books, records and accounts of the Parties shall be available for inspection by the other Party at reasonable times during regular business hours.

13. THIRD PARTY ADMINISTRATOR. CARE-PLUS may contract with Third Party Administrators to perform agreed upon administrative duties.

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

ARTICLE III

Continuation of Coverage.

The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 allows a Participant to continue coverage beyond the date it would normally end. An employer may be required to comply with the minimum requirements of COBRA. It is the intent of this Contract to comply with the minimum legislative requirements and be coextensive with COBRA. If the law is amended and such amendment affects a provision herein, such provision is deemed modified to comply with such amendment and this Contract shall be administered accordingly. It is the Group's responsibility to determine which provision(s) apply to the Group.

A Participant may be entitled to elect continuation of coverage as required by COBRA, provided: (a) coverage would otherwise end due to a qualifying event; and (b) election is made during the election period.

1. QUALIFIED BENEFICIARIES. A Participant is a Qualified Beneficiary if:

   a. He or she is a Member or Dependent who was covered by the Contract on the day before the Qualifying Event; or

   b. He or she is a child born to, or adopted by or placed for adoption with a Member during a period of COBRA continuation who is otherwise eligible for coverage and enrolled by the Member on a timely basis in accordance with the terms of Contract.

2. QUALIFYING EVENTS. A Qualifying Event is one of the following events that would otherwise cause the Qualified Beneficiary to lose coverage within the Maximum Continuation Period.

   a. Termination of the Member's employment (for any reason other than gross misconduct), or reduction in the Member's work hours.

   b. Death of the Member.

   c. Legal separation or divorce from the Member.

   d. Loss of eligibility by a Member's Dependent child due to the termination of Dependent status.

3. MAXIMUM CONTINUATION PERIOD. The Maximum Continuation Period following a Qualifying Event is:

   a. Eighteen (18) months from the date of a Qualifying Event stated in 2a above.

      This 18-month period may be extended as follows:

      (1) Member Entitlement to Medicare. If the Member is entitled to Medicare at the time of an initial Qualifying Event due to termination of employment or reduction of hours worked, then the period of continuation for Dependents who are Qualified Beneficiaries is the later of 36 months from the date of Medicare entitlement, or 18 months from the date of the Qualifying Event.

      (2) Total Disability. The 18 months may be extended up to a total of 29 months from the original Qualifying Event for a Qualified Beneficiary who was totally disabled, as defined by Title II or XVI of the Social Security Act, at the date of the Qualifying Event or within the first sixty (60) days of continuation coverage.

      (3) Second Qualifying Event. The 18 (or 29) months also may be extended up to a total of 36 months from the date of the original Qualifying Event, if during the initial 18 (or 29) months following a termination of employment or reduction in hours, one of the

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

Qualifying Events described in 2b through 2d above occurs that would otherwise have caused covered Dependents to lose coverage.

b. Thirty-six (36) months after the date of a qualifying event stated in 2b through 2d above.

4. TERMINATION. COBRA continuation coverage will terminate on the earliest of the following dates:

a. The last day of the period for which the Participant has made a timely premium payment.

b. For a disability extension, the first of the month which is more than thirty (30) days after the Social Security Administration determines that the Qualified Beneficiary is no longer disabled.

c. The date the Qualified Beneficiary first becomes covered, after the COBRA election has been made, under another group health plan provided the Qualified Beneficiary's coverage under the other group plan is not limited due to a pre-existing condition limitation applicable to such Qualified Beneficiary.

d. The date the Qualified Beneficiary first becomes entitled to Medicare, after the COBRA election has been made.

e. The Group termination date.

f. The date the Maximum Continuation Period expires.

5. GROUP NOTIFICATION OF QUALIFYING EVENTS. If the Employer and the Group's plan administrator are separate entities, then the Employer must notify plan administrator of a Member's death, employment termination or reduction in work hours or Medicare entitlement within thirty (30) days of the Qualifying Event.

6. PARTICIPANT NOTIFICATION OF QUALIFYING EVENTS. The Participant must notify the Group's COBRA administrator in writing of the following events.

a. Divorce/Legal Separation. Within sixty (60) days of the later of: (1) the date of divorce or legal separation from the Member; or (2) the date that the Participant would otherwise lose coverage due to this event.

b. Child Loses Eligibility. Within sixty (60) days of the later of: (1) the date that a covered Dependent child loses eligibility (e.g., due to age, loss of student status, marriage, etc.); or (2) the date that the Dependent child would otherwise lose coverage due to this event.

c. Social Security Disability Extension. Within sixty (60) days after the latest of:

(1) The date of the Social Security Administration's disability determination;

(2) The date of the Member's termination of employment or reduction of hours; or

(3) The date on which the Qualified Beneficiary loses (or would lose) coverage under the terms of the Contract as a result of the Member's termination of employment or reduction of hours.

The notice also must be provided before the expiration of the original 18 month continuation period.

d. Second Qualifying Event. Within sixty (60) days of the later of: (1) the date of the occurrence of a second Qualifying Event (i.e., divorce, legal separation, Member entitlement to Medicare, or child loss of eligible Dependent status); or (2) the date the Qualified Beneficiary would otherwise

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

lose coverage due to the event if the Qualified Beneficiary had still been covered under the Contract.

e. COBRA Notice Procedures. Notice of the above events must be provided to the Group's COBRA administrator in writing, as outlined in the Certificate. Oral notice is unacceptable.

7. NOTIFICATION OF QUALIFYING EVENTS. The Group's COBRA administrator will notify a Participant of the right to elect continuation of coverage. Notice to the Member or the Member's covered spouse constitutes notice to all persons residing with the Member or Member's covered spouse who are eligible for continuation of coverage. The election notice must be provided within the following timeframes.

a. If the Employer and the Group's plan administrator are separate entities, within fourteen (14) days of the plan administrator's receiving notice of the Qualifying Event.

b. If the Employer and the Group's plan administrator are the same entity, then:

(1) Within forty-four (44) days of a termination of employment, reduction in hours, employee death or employee entitlement of Medicare; and

(2) Within fourteen (14) days of receiving notice of all other Qualifying Events.

8. QUALIFIED BENEFICIARY NOTIFICATION OF LOSS OF ELIGIBILITY FOR CONTINUATION. A Qualified Beneficiary must notify the Group's COBRA administrator, in writing, within thirty (30) days of either of the following events.

a. Medicare or Other Group Plan Coverage. If, after electing COBRA, a Qualified Beneficiary becomes entitled to Medicare (Part A or Part B, or both) or becomes covered under other group health plan coverage (but only after any preexisting condition exclusions of that other plan for a preexisting condition of the Qualified Beneficiary have been exhausted or satisfied), then the Qualified Beneficiary is no longer eligible for COBRA.

COBRA coverage will terminate (retroactively if applicable) as of the date of Medicare entitlement or as of the beginning date of the other group health coverage (after exhaustion or satisfaction of any preexisting condition exclusions for a preexisting condition of the Qualified Beneficiary). The Qualified Beneficiary must repay the plan for all benefits paid after the termination date, regardless of whether or when the Qualified Beneficiary provides notice of Medicare entitlement or other group health plan coverage.

b. Termination of Social Security Disability. If the Social Security Administration issues a determination that a Qualified Beneficiary is no longer disabled, then continuation coverage terminates on the first of the month which is more than thirty (30) days after the Social Security Administration determines that he/she is no longer disabled. The Qualified Beneficiary must repay all benefits paid after the termination date, regardless of whether or when he/she provides notice that Social Security has determined that the disability has ended.

The written notice must include the plan name, the Group name, the Member or former Member's name, the type of event, the names of any other Qualified Beneficiary affected by the event and the Qualified Beneficiary's address and signature who submits the notice.

9. ELECTION PERIOD. A Participant will be given a period of sixty (60) days to elect such coverage. The Group's COBRA administrator will send the Participant an election form to complete and return. If a Participant initially waives COBRA, the Participant may retract the waiver before the sixty (60) day election period expires. The election period begins on the later of:

a. The date coverage terminates.

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b. The date the Group's COBRA administrator notifies the Participant of his or her right to elect continuation coverage.

A terminated Member or the Member's spouse can elect coverage on behalf of all Qualified Beneficiaries in the family. If the terminated Dependent is a minor, his/her parent or guardian may act on his/her behalf.

10. PREMIUMS AND PAYMENTS.

a. Amount. The premium charged may not exceed 100% of the Group rate then in effect. If a Qualified Beneficiary's coverage continues beyond eighteen (18) months because of disability, the premium in the nineteenth (19) through twenty-ninth (29) month may be 150% of the Group rate.

b. Payments. The initial payment for COBRA coverage must be made not later than forty-five (45) days after the date of the election. Payments are due on a monthly basis thereafter, with a grace period that extends no later than thirty (30) days from the first day of the month of coverage. If payments are received later than the due date established by the Contract, then coverage will be suspended as of the first day of the month and retroactively reinstated (going back to the first day of the month) when the monthly payment is received. If payments are not made before the grace period expires, then coverage will be terminated retroactively to the last of the period for which timely payment was made.

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ARTICLE IV

Disenrollment of a Participant.

CARE-PLUS may disenroll a Participant, resulting in termination of coverage, for any one of the reasons described below.

1. The Participant fails to pay required premiums within 31 days after the due date.

2. The Participant permits someone else to use the enrollment identification or knowingly provides fraudulent information in applying for coverage or receiving services.

3. The Participant poses a threat to providers or other members of the plan because of physical or verbal abuse.

4. The Participant is unable to establish or maintain a satisfactory provider-patient relationship with a Primary Provider. Disenrollment only will occur after CARE-PLUS has provided the Participant with an opportunity to select an alternate provider, has made reasonable efforts to assist the Member in establishing a satisfactory provider-patient relationship, and has provided notice of the right to file a Grievance.

5. The Participant moves outside the Service Area.

If a Participant is disenrolled, the Participant may appeal CARE-PLUS' decision by filing a Grievance. CARE-PLUS will arrange alternative dental coverage for a person who is disenrolled until the earlier of: a) the date the person finds alternative coverage or b) the date the Participant has an opportunity to change plans.

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ARTICLE V

General Conditions.

The general conditions under which Benefits shall be available, in accordance with the terms and conditions of this Contract, are as follows.

1. DENTIST/PARTICIPANT RELATIONSHIP. Nothing in this Contract shall interfere with the professional relationship between the Participant and his/her attending Dentist.

2. EVIDENCE OF PARTICIPATION. The Participant must present his/her identification card, or otherwise make the fact of his/her participation known, to the Group Dentist when applying for Benefits.

3. RELEASE OF INFORMATION. Each Participant expressly consents to, authorizes and directs any Dentist, or other person or corporation by whom or in which dental, medical or surgical treatment is being considered or has been rendered, to release any records or other information, or copies thereof, as CARE-PLUS may request.

4. SUBROGATION. Each Participant agrees CARE-PLUS shall have the right to subrogation as follows.

   a. Whenever CARE-PLUS has been or is providing Benefits because of an injury or sickness for which a third party may be liable, CARE-PLUS may make a claim or maintain an action against the third party for damages, reimbursement or payment to the extent of the value of Benefits received or to be received.

   b. By accepting Benefits from CARE-PLUS relating to an injury or sickness, the Participant who receives such Benefits assigns to CARE-PLUS the right to make a claim against the third party to the extent of the value of Benefits rendered.

   c. The Participant and CARE-PLUS agree to join the other party in making a claim against the third party or commencing an action as provided under paragraph Section 801.02 of the Wisconsin Statutes.

   d. Except as provided in subsection e. below, the proceeds from any settlement or judgment in any claim made against a third party shall be allocated as follows:

      (1) A sum sufficient to fully reimburse CARE-PLUS for all Benefits provided, and

      (2) Any remainder shall be paid to the Participant.

   e. To the extent required by law, CARE-PLUS shall seek to recover proceeds in the order listed above only after the Participant has been wholly or fully compensated for the damages arising from the injury or sickness. CARE-PLUS shall have an equitable lien that shall attach to any recovery to the extent of its subrogation rights. A Participant shall hold in trust for CARE-PLUS any proceeds recovered to the extent of its subrogation rights.

   f. A Participant must not do anything after the loss to prejudice any rights of CARE-PLUS or of the Group to recovery. A Participant shall promptly advise CARE-PLUS and the Group in writing whenever a claim against a third party is made with respect to any loss for which Benefits were, or are being, received from CARE-PLUS.

   g. Nothing contained in this section shall limit the ability or right of the Group to make a claim or maintain an action in tort against the third party for recovery.

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5. MONETARY VALUE OF BENEFITS. When it is necessary to determine the monetary value of Benefits provided to a Participant under this Contract, such value shall be the charges that would have been made if this Contract were not in effect.

6. NON-ASSIGNMENT OF BENEFITS. No person other than a Participant is entitled to Benefits under this Contract. Rights under this Contract are not assignable or transferable in any manner. Rights shall be forfeited if the Participant or any other person assigns, transfers or aids any other person improperly in obtaining Benefits hereunder.

7. LIMITATION OF ACTIONS. No action or suit, at law or in equity, shall be commenced to recover Benefits under this Contract until at least sixty (60) days after a claim in writing has been filed with CARE-PLUS or CARE-PLUS denies the claim, whichever is earlier. No action shall be commenced more than three years from the time the written proof of loss is required to be furnished to CARE-PLUS.

8. OBLIGATION OF CARE-PLUS. CARE-PLUS shall in no way be responsible for any act or omission of any Primary Provider, Group Dentist, professional practitioner or their agents, to supply Dental Services. The obligation of CARE-PLUS shall be limited solely to providing Benefits according to the provisions in this Contract.

9. MEDICARE PRIMARY PAYMENT. The parties agree that the Group is responsible for applying to Medicare for primary payment status for those disabled Participants under the plan who do not have coverage under a Large Group Health Plan as a result of their own or a family member's current employment status with an employer. Regardless of whether the Group makes such application, CARE-PLUS shall assume secondary payor status in all cases where a Participant is eligible to receive primary coverage of claims under Medicare or any similar state or federal health insurance plan or program.

10. REIMBURSEMENT. A Participant agrees to reimburse CARE-PLUS for any Benefits paid or provided for which the Participant was not eligible under the terms of the Contract. Any such reimbursement shall be due and payable immediately upon notification and demand of the Participant by CARE-PLUS. Further, at the option of CARE-PLUS, Benefits may subsequently be diminished or refused as an offset toward such reimbursement. Acceptance of premium or providing or paying of Benefits by CARE-PLUS shall not constitute a waiver of its rights to enforce these provisions in the future. This provision shall be in addition to any other remedy available to CARE-PLUS at law or in equity.

11. SEVERABILITY. Any provision herein that may be prohibited by law shall be and become without force or effect but shall not invalidate or impair the enforceability of any other provision.

12. MISREPRESENTATIONS. Fraudulent misstatements by a Participant shall void the Participant's coverage and serve as the basis for denials of claims for Benefits.

13. DUAL COVERAGE. If a Participant is eligible for Benefits under more than one CARE-PLUS Contract, such Participant shall be entitled to an allowance therefore equal to the Charges for the aggregate Benefits available under such CARE-PLUS Contracts, up to, but not exceeding, the total incurred regular Charges for all Dental Services.

14. DELAY. In the event that, due to circumstances not reasonably within the control of CARE-PLUS or the Primary Provider (such as complete or partial destruction of facilities, war, riot, civil insurrection, labor disputes, acts of the public authorities or similar causes), the provision of Benefits is delayed or rendered impractical, CARE-PLUS shall not have any liability or obligation on account of such delay or failure to provide Benefits.

15. GOVERNING LAW. This Contract, shall be governed and construed in accordance with the laws of the State of Wisconsin.

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16. CLAIM RULES.

a. Definitions.

"Pre-service claim" is a claim for which approval is required before receipt of care.

"Urgent care claim" is a claim where waiting the standard time for a benefit decision could seriously jeopardize a Participant's life, health or ability to regain maximum function or in the opinion of a physician with knowledge of the Participant's condition, would subject the Participant to severe pain that cannot be adequately managed without the care requested.

"Post-service claim" is a claim for payment or reimbursement after receipt of care.

b. Proof of Loss. CARE-PLUS must be given written proof of a loss for which a claim is made. This proof must cover the occurrence, character and extent of the loss. Proof must be furnished within ninety (90) days after the date of the loss, otherwise the claim will not be considered valid. However, if it is not reasonably possible to meet such time limit, the claim will still be considered valid if the proof is furnished as soon as reasonably possible.

If the Participant fails to properly follow CARE-PLUS' procedure for filing a pre-service claim, CARE-PLUS will notify the Participant within five (5) days of the proper procedure. If the claim is an urgent care claim, CARE-PLUS will notify the Participant within twenty-four (24) hours.

c. Initial Determinations.

(1) Urgent Care Claims.

If the claim is an urgent care claim, CARE-PLUS will provide the Participant with a decision as soon as possible, taking into account the Participant's medical circumstances, but not later than seventy-two (72) hours after receipt of the claim. However, if CARE-PLUS requires additional information from the Participant to make the benefit determination, CARE-PLUS will make such a request within twenty-four (24) hours of receipt of the claim. The Participant will have a reasonable amount of time taking into account the Participant's medical circumstances, but not less than forty-eight (48) hours to provide the requested information. CARE-PLUS will reach a decision as soon as possible but not later than forty-eight (48) hours from:

(a) The receipt of the additional information, or

(b) The end of the period afforded the Participant to provide the information

whichever occurs first. If CARE-PLUS denies the claim and communicates the denial to the Participant orally, the Participant will receive a written notice within three (3) days. The denial will include all the elements listed in part (4).

(2) Concurrent Care Decisions.

CARE-PLUS may approve an ongoing course of treatment to be provided over a period of time or a number of treatments.

If CARE-PLUS has approved an ongoing course of treatment and CARE-PLUS determines that such treatment should be reduced or terminated before the end of the period of time or number of treatments authorized, CARE-PLUS will inform the Participant enough time in advance of the reduction or termination to appeal the decision before the treatment is reduced or terminated. The notice will include all the elements listed in part (4). If the appeal to continue treatment is an urgent care claim, CARE-

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PLUS will make a determination as soon as possible, taking into account the Participant's medical circumstances, but not later than twenty-four (24) hours after receipt of the appeal.

(3) Other Claims.

All other initial determinations will be made within the following timeframes.

(a) Pre-service claims. Within a reasonable amount of time appropriate to the medical circumstances but not later than fifteen (15) days after the date the claim was received.

(b) Post-service claims. Within a reasonable period of time, but not later than thirty (30) days after the date the claim was received.

If CARE-PLUS determines that it will not be able to meet the above deadline, for reasons beyond its control, CARE-PLUS will notify the Participant in writing prior to the expiration of the initial deadline. The notice will state the reason for the delay and the date on which the Participant can expect a decision. The expected decision date will not be more than fifteen (15) days from the original deadline. However, if CARE-PLUS requires additional information from the Participant to make the benefit determination, the expected decision date will be not more than fifteen (15) days from the date the Participant responds to the request for additional information. The notice will specifically describe the additional information required. The Participant will have forty-five (45) days from receipt of the notice to provide the additional information.

(4) Claim Denials.

If CARE-PLUS denies the claim, in whole or in part, CARE-PLUS will inform the Participant in writing. The denial notice will include all of the following.

(a) The specific reason(s) for the denial.

(b) Reference to the specific plan provision on which the denial is based.

(c) A description of any additional information needed to complete the claim and an explanation of why the information is necessary.

(d) A description of the Participant's right to appeal, including the deadline and procedures, and the right to bring a civil action under the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") section 502(a) if the appeal is not decided in the Participant's favor.

(e) If CARE-PLUS used a specific internal guideline to make its determination, a statement that CARE-PLUS relied on such guideline and that the Participant may obtain a copy of the guideline free of charge, upon request.

(f) If the determination is based on a medical determination, such as that the procedure is not medically necessary or is experimental, a statement that, upon request and free of charge, an explanation will be provided of the scientific or clinical judgment for the determination as applied to the Participant's medical condition.

(g) If the claim involves urgent care, a description of CARE-PLUS' expedited review process.

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d. Appeal of Claim Denial.

A Participant has one hundred eighty (180) days after receipt of a notice described in (4) above to appeal a claim denial. A Participant appeals a claim denial by following the Grievance Procedure explained below.

e. Grievance Procedure.

Participants will be notified of their right to file a Grievance and the procedure to follow each time a claim or benefit is denied. This includes a refusal to refer the Participant for additional services, or when disenrollment proceedings are initiated. The notification will state the specific reason for the denial or initiation of disenrollment proceedings. The Grievance procedure is outlined below.

If a Participant has a complaint or problem regarding services under the Contract, the Participant should submit a Grievance in written form to Care Plus' grievance committee. The grievance committee will acknowledge the Grievance in writing within five (5) business days of receipt.

If the Grievance is an appeal of an urgent care claim, the Participant may request an expedited grievance. The Participant should call 414-771-1711 or 800-318-7007 to request an expedited Grievance.

The Participant has the following rights with respect to the Grievance.

(1) The right to access all documents, records and other information relevant to the claim and receive a copy of such information free of charge, upon request.

(2) The right to submit written comments, documents, records and other information relating to the claim.

(3) The right to appear before the grievance committee to present written or oral information and to question the person who made the initial determination that resulted in the Grievance. The grievance committee shall notify the Participant of the date and time of the committee meeting at least seven (7) calendar days before the meeting is scheduled.

The grievance committee will conduct a complete, new review of the claim, without considering the initial determination. The committee will not include the person who originally denied the claim or that person's subordinate. If the claim requires a medical judgment, the committee will consult with a dental professional who has the appropriate training and experience involved in the medical judgment. If a dental professional was consulted in making the initial determination, the dental professional consulted on appeal will not be the same person or that person's subordinate. Upon request, CARE-PLUS will provide the Participant with the names of the dental experts consulted to reach a determination.

The grievance committee will provide the Participant with a written decision within the following timeframes.

(1) Urgent care claim. As quickly as the Participant's condition requires, but no later than within seventy-two (72) hours of receipt of the grievance.

(2) Pre-service claim. Within thirty (30) days of the date CARE-PLUS originally received the grievance.

(3) Post-service claim. Within thirty (30) days of the date CARE-PLUS originally received the grievance.

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The committee's written decision will notify the Participant of the result of the grievance and any corrective action taken. The decision will be signed by a member of the committee and include the position titles of the committee members.

If the grievance committee denies the appeal, in whole or in part, the written decision will include all of the following.

(1) The specific reason(s) for the denial.

(2) Reference to the specific plan provision on which the denial is based.

(3) A statement that the Participant is entitled to access all documents, records and other information relevant to the claim and receive a copy of such information free of charge, upon request.

(4) A statement of the Participant's right to bring a civil action under ERISA section 502(a).

(5) If the grievance committee used a specific internal guideline to make the determination, a statement that it relied on such guideline and that the Participant may obtain a copy of such guideline free of charge, upon request.

(6) If the determination is based on a medical determination, a statement that, upon request and free of charge, an explanation will be provided of the scientific or clinical judgment for the determination as applied to the Participant's dental condition.

The Participant may resolve the grievance by taking the steps outlined above. The Participant also may contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency that enforces Wisconsin's insurance laws, and file a complaint. The Participant can contact the **Office of the Commissioner of Insurance** by writing to:

Office of the Commissioner of Insurance
P.O. Box 7873
Madison, WI 53707-7873

Or the Participant can call 800-236-8517 outside of Madison or 266-0103 in Madison, and request a complaint form.

Authorized Representative. An authorized representative may act on the Participant's behalf in pursuing a claim or Grievance. Unless one of the exceptions listed below applies, the Participant must submit a statement in writing that the representative is authorized to act on the Participant's behalf and may receive confidential information. CARE-PLUS has a form available that the Participant may use to appoint an individual as the authorized representative.

CARE-PLUS will not require written authorization if any of the following applies.

(1) The person is authorized by law to act on behalf of the Participant.

(2) The Participant is unable to give consent and the person is a spouse, family member or the treating provider.

(3) The Grievance is an expedited Grievance and the person represents that the Participant has verbally given authorization to represent the Participant.

17. INDEMNIFICATION. The Group shall in no way be responsible for or have any liability in connection with the obligations of CARE-PLUS or any Primary Provider, Group Dentist, professional practitioner or their employees or agents, to provide any Benefits or services under this Contract. CARE-PLUS hereby agrees to indemnify and hold harmless the Group from and against any liability, including reasonable

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attorneys' fees and court costs incurred by the Group, resulting from the failure of CARE-PLUS, or its agents, employees and subcontractors, to provide Benefits in accordance with the terms of this Contract.

18. NON-DISCRIMINATION.

a. All hiring or employment made possible by or resulting from this Contract shall conform to the following:

(1) CARE-PLUS will not discriminate against any employee or applicant for employment because of race, color, sexual orientation, religion, sex or national origin; and

(2) Affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sexual orientation, sex or national origin.

This requirement shall apply to but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by Federal or State agencies involved setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, sex or national origin.

b. No person in the United States shall, on the ground of race, color, sexual orientation, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Group will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VII of the Civil Rights Act of 1964.

c. CARE-PLUS will cause the foregoing provision to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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ARTICLE VI

Coordination of Benefits.

1. APPLICABILITY. This Coordination of Benefits ("COB") provision applies to This Plan when a Participant has health care coverage under more than one Plan, except to the extent this provision is superseded by the Medicare secondary payor rules. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules shall be looked at first. The rules determine whether the Benefits of This Plan are determined before or after those of another Plan. The Benefits of This Plan:

a. Shall not be reduced when, under the order of benefit determination rules, This Plan determines its Benefits before another Plan; but

b. May be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described in the section "Effect on the Benefits of This Plan."

2. DEFINITIONS.

a. "Allowable Expense" means a necessary, reasonable and customary item of expense for health care, including Dental Services and Orthodontic Services, when the item of expense is covered at least in part by one or more Plans covering the person for whom the claim is made. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered shall be considered both an Allowable Expense and a benefit paid.

b. "Claim Determination Period" means a Calendar Year. However, it does not include any part of a year during which a person has no coverage under This Plan or any part of a year before the date this COB provision or a similar provision takes effect.

c. "Plan" means any of the following that provides benefits or services for, or because of, medical or dental care or treatment.

(1) Group insurance or group-type coverage, whether insured or uninsured, that includes continuous 24-hour coverage. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.

(2) Coverage under a governmental plan or coverage that is required or provided by law. This does not include a state plan under Medicaid. It also does not include any plan whose benefits, by law, are excess to those of any private insurance program or other non-governmental program. Each contract or other arrangement for coverage under (1) or (2) is a separate Plan. If an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate Plan.

d. "Primary Plan"/"Secondary Plan". The order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another Plan covering the person.

When This Plan is a Secondary Plan, its Benefits are determined after those of the other Plan and may be reduced because of the other Plan's benefits.

When This Plan is a Primary Plan, its Benefits are determined before those of the other Plan and without considering the other Plan's benefits.

When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more other Plans and may be a Secondary Plan as to a different Plan or Plans.

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e. "This Plan" means the part of the Group Contract that provides Benefits for dental service expenses.

3. ORDER OF BENEFIT DETERMINATION. When there is a basis for a claim under This Plan and another Plan, This Plan is a Secondary Plan that has its Benefits determined after those of the other Plan, unless:

a. the other Plan has rules coordinating its benefits with those of This Plan; and

b. both those rules and This Plan's rules described below require that This Plan's Benefits be determined before those of the other Plan.

4. RULES. This Plan determines its order of benefits using the first of the following rules that applies.

a. Non-dependent/Dependent. The benefits of the Plan that covers the person other than as a Dependent are determined before those of the Plan that covers the person as a Dependent.

b. Dependent Child/Parents Not Separated or Divorced. Except as stated in subparagraph c., when This Plan and another Plan cover the same child as a Dependent of different persons, called "parents":

(1) The benefits of the Plan of the parent whose birthday falls earlier in the Calendar Year are determined before those of the Plan of the parent whose birthday falls later in that Calendar Year; but

(2) If both parents have the same birthday, the benefits of the Plan that covered the parent longer are determined before those of the Plan that covered the other parent for a shorter period of time.

However, if the other Plan does not have the rule described in (1) but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan shall determine the order of benefits.

c. Dependent Child/Separated or Divorced Parents. If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:

(1) First, the Plan of the parent with custody of the child;

(2) Then, the Plan of the spouse of the parent with the custody of the child; and

(3) Finally, the Plan of the parent not having custody of the child.

Also, if the specific terms of a court decree state that the parents have joint custody of the child and do not specify that one parent has responsibility for the child's health care expenses or if the court decree states that both parents shall be responsible for the health care needs of the child but gives physical custody of the child to one parent, and the entities obligated to pay or provide the benefits of the respective parents' Plans have actual knowledge of those terms, benefits for the Dependent child shall be determined according to rule b. above.

However, if the specific terms of a court decree state that one parent is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. This paragraph does not apply with respect to any Claim Determination Period or plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

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d. Active/Inactive Employee. The benefits of a Plan that covers a person as an employee who is neither laid off nor retired or as that employee's dependent are determined before those of a Plan that covers that person as a laid off or retired employee or as that employee's dependent. If the other Plan does not have this rule and if, as a result, the Plans do not agree on the order of benefits, this rule d. is ignored.

e. Continuation Coverage. If a person has continuation coverage under federal or state law and is also covered under another plan, the following shall determine the order of benefits.

(1) First, the benefits of a plan covering the person as an employee, member or subscriber or as a dependent of an employee, member or subscriber.

(2) Second, the benefits under the continuation coverage.

If the other plan does not have the rule described above, and if, as a result, the plans do not agree on the order of benefits, this paragraph e. is ignored.

f. Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

5. EFFECT ON THE BENEFITS OF THIS PLAN.

a. When This Section Applies. This Section applies when, in accordance with the Section "Order of Benefit Determination", This Plan is a Secondary Plan as to one or more other Plans. In that event the Benefits of This Plan may be reduced under this section. Such other Plan or Plans are referred to as "the other Plans" below.

b. Reduction in This Plan's Benefits. The Benefits of This Plan will be reduced when the sum of the following exceeds the Allowable Expenses in a Claim Determination Period:

(1) The Benefits that would be payable for the Allowable Expenses under This Plan in the absence of this COB provision; and

(2) The benefits that would be payable for the Allowable Expenses under the other Plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made. Under this provision, the Benefits of This Plan will be reduced so that they and the benefits payable under the other Plans do not total more than those Allowable Expenses.

When the Benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

6. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION. CARE-PLUS has the right to decide the facts it needs to apply these COB rules. It may get needed facts from or give them to any other organization or person without the consent of the insured but only as needed to apply these COB rules. Medical records remain confidential as provided by state law. Each person claiming Benefits under This Plan must give CARE-PLUS any facts it needs to pay the claim.

7. FACILITY OF PAYMENT. A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, CARE-PLUS may pay that amount to the organization that made that payment. That amount will then be treated as though it were a Benefit paid under This Plan. CARE-PLUS will not have to pay that amount again. The term "payment made" means reasonable cash value of the Benefits provided in the form of services.

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

8. RIGHT OF RECOVERY. If the amount of the payments made by CARE-PLUS is more than it should have paid under this COB provision, it may recover the excess from one or more of:

a. The persons it has paid or for whom it has paid;

b. Insurance companies; or

c. Other organizations.

The "amount of the payments made" includes the reasonable cash value of any Benefits provided in the form of services.

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

ARTICLE VII

Exclusions and Limitations.

Benefits shall not include:

1. Dental Services not specifically described in this Contract as a Benefit.

2. Dental Services with respect to congenital malformations or that are primarily for cosmetic or esthetic purposes, except congenitally missing teeth.

3. Any duplicate prosthetic device or any other duplicate appliance, except as otherwise provided.

4. The replacement of lost or stolen prosthetic devices or appliances, except as otherwise provided.

5. The replacement of an orthodontic appliance, except as otherwise provided.

6 Treatment of temporomandibular joint (TMJ) dysfunction.

7. Gold foil, gold or other precious metal restorations, except when used as a necessary functional material.

8. Transplants.

9. Dental Service or Emergency Service:

   a. That would be furnished, without charge, to the Participant by any person or entity other than CARE-PLUS;

   b. That the Participant would be entitled to have furnished or paid for, fully or partially, under any law, regulation or agency of any government;

   c. That the Participant is entitled or would be entitled if he were enrolled, to have furnished or paid for under any voluntary medical or dental insurance plan established by any government if this Contract were not in effect;

   d. To the extent that Medicare is the Participant's primary payor, which it is, except where Medicare is secondary by law. Where Medicare is primary payor, no Benefits are available to the extent the Participant would have been entitled to Medicare benefits had the Participant enrolled in Medicare or complied with Medicare requirements;

   e. For, or resulting from injuries, disease or conditions for which the Participant receives, or is the subject of, any award or settlement under a Worker's Compensation Act or any Employer Liability Law;

   f. Rendered or furnished after the date You cease to be covered under the Contract, unless your cessation of coverage is not due to a termination of the Contract, in which case coverage may continue for You until the earlier of the date You are covered by an alternative dental policy or the date the Contract is no longer in force. Continued coverage is only available for:

      (1) Procedures (other than prosthetic services) commenced prior to, and completed in one visit within thirty-one (31) days following termination of coverage; and

      (2) Prosthetic devices that are ordered and fitted prior to, and completed within sixty (60) days following, termination of coverage; or

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

g. Provided at a location other than the offices of the Primary Provider except for Emergency Service.

10. Hospital or physician services of any kind whether or not related to covered Dental Services.

11. Dental Service and Emergency Service resulting from diseases contracted or injuries sustained as a result of war, declared or undeclared, enemy action or action of the Armed Forces of the United States, or its allies, or while serving in the Armed Forces of any country; or any illness or injury occurring after the effective date of this Contract and caused by atomic explosion whether or not the result of the war.

12. Reimbursement to the Participant or any dental office for the cost of Dental Services provided by Dentists other than the Primary Provider, unless expressly authorized in writing by the Primary Provider or due to an Emergency.

13. Out of Area Services, unless due to an Emergency and then covered only to the extent of the Emergency Service benefit set forth in number 5 of Addendum A.

14. Dental Service and Emergency Service received from a dental or medical department maintained on behalf of an employer, a mutual benefit association, a labor union, academic institution, trustee or similar person or group.

15. Replacement of an existing removable denture, full denture, crown or fixed bridge by a new removable partial denture, full denture, crown or a fixed bridge if the existing appliance was provided in the previous five years. The five-year period will be measured from the date on which the existing appliance was last supplied, whether under this Contract or under any other dental coverage.

16. If a satisfactory result can be achieved by a conventional removable partial denture in the case of bilateral edentulous areas, but the Participant selects a more complicated treatment (precision attachments or fixed bridgework), Benefits shall be limited to the appropriate procedures necessary to eliminate oral disease and restore missing teeth. The balance of the cost for the more elaborate selected procedure will be the responsibility of the Participant.

17. Services or supplies for personalization or characterization of dentures or bridges.

18. Crowns to restore diseased or broken teeth when the tooth can be restored by a conventional type filling.

19. Any expense arising from or sustained in the course of any occupation or employment for compensation, profit or gain for which:

    a. Benefits are provided or payable under any Workers' Compensation, Employer Liability Law, or Occupational Disease Act or Law; or

    b. The Participant would have been eligible for benefits under any Workers' Compensation, Employer Liability Law, or Occupational Disease Act or Law had such coverage been applied for.

20. Any service related to:

    a. Altering vertical dimension;

    b. Restoration of occlusion;

    c. Splinting teeth including multiple abutments or any service to stabilize periodontally weakened teeth;

    d. Replacing tooth structures as a result of abrasions, attrition, or erosion; or

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

e. Bite registration or bite analysis;

21. Missed appointment charges.

22. Removal of asymptomatic third molars (wisdom teeth).

23. Procedures done in conjunction with fixed complex implant retainer prosthetics.

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

ADDENDUM A
PLAN BENEFIT SCHEDULE
FOR
CITY OF DE PERE
GROUP NO. PPD281

1. COVERED DENTAL SERVICES. Except as otherwise specified in this Contract, Participants are entitled to any of the Dental Services listed that begin on or after their Effective Date of coverage. Such Dental Services are to be consistent with and necessary, according to accepted standards of good dental practice, for the diagnosis and treatment of the Participant and must not be performed primarily for cosmetic purposes.

2. ANNUAL MAXIMUM BENEFITS. The Annual Maximum Benefit for Dental Services, except orthodontic services, is

   a. $2,000.00 per eligible Participant;

3. ORTHODONTIC SERVICES. Benefits for a complete routine orthodontic case shall:

   a. Be available to eligible Participants, including adults;

   b. Be subject to a copayment of 50% of the Group Dentist's fees to be paid by the Participant; and

   c. Be subject to a lifetime maximum benefit of $2,000.00.

   A routine orthodontic case is one in which alignment of the teeth is accomplished using a single phase of treatment with complete braces and a single set of retainers. Additional costs are incurred when treatment requires auxiliary fixed or removable appliance therapy, such as the use of functional jaw orthopedic appliances; treatment of impacted teeth/tooth; cleft palate; orthognathic surgery procedures; or use of ceramic braces or other specialized braces other than stainless steel that the patient may require or request for specific reasons.

   Each Participant eligible under a. shall be entitled to one complete course of orthodontic treatment while the Contract is in force.

   Orthodontic Benefits including surgical and appliance therapy will only be provided when, in the opinion of the orthodontist, treatment is necessary, and a satisfactory result can be achieved.

   Orthodontic benefits will terminate when a Participant ceases to be eligible for coverage, i.e. age limitations for orthodontic treatment, or termination of the Contract by the Group or CARE-PLUS for any reason.

   Cross bite in permanent teeth will only be treated when, in the opinion of the orthodontist, other conditions are present that would indicate that orthodontic treatment is necessary.

   If the orthodontic treatment is terminated for any reason before completion, the obligation of CARE-PLUS to provide Benefits shall cease as of such date of termination. If such orthodontic treatment is resumed, Benefits shall resume, to the extent remaining under this Contract.

4. LABORATORY CHARGES. Except as otherwise provided, the Participant will not be liable for Laboratory Charges.

5. EMERGENCY SERVICE. Emergency Service includes Dental Service that is required immediately as a result of an accident or Emergency illness. Emergency Service does not include Dental Service for elective care or care required as a result of circumstances or conditions that could reasonably have been foreseen.

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

a. There will be a Group Dentist on call for non-clinic hours to attend to the Participant's Emergency needs within the Service Area.

b. Participants who receive Emergency Service outside the Service Area, shall be entitled to Benefits for Dental Service not to exceed the lesser of the Charges directly related to Emergency Service or $150.00 per Participant (the maximum allowance). Proof of Emergency Service must be given to CARE-PLUS within thirty (30) days of the date of occurrence.

6. DENTAL SERVICES PROVIDED TO THE GROUP. See Addendum B

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

ADDENDUM B
PROCEDURE DESCRIPTION
FOR
CITY OF DE PERE, GROUP NO. PPD281

When a Participant is under the care or treatment of a Primary Provider, Benefits include the following dental services unless the benefit is specifically excluded in Article VII:

ADA CODE	DESCRIPTION	PARTICIPANT'S CO-PAYMENT
D0120	Periodic oral examination – 2 per year	NONE
D0140	Limited oral evaluation – problem focus	NONE
D0145	Oral evaluation for patient <3 years w/counseling w/primary caregiver	NONE
D0150	Comprehensive oral evaluation	NONE
D0210	Intraoral-complete series of radiographic images w/bitewings	NONE
D0220	Intraoral-periapical-first radiographic image	NONE
D0230	Intraoral-periapical-each additional radiographic image	NONE
D0240	Intraoral – occusal radiographic image	NONE
D0270	Bitewing-single radiographic image	NONE
D0272	Bitewing-two radiographic images – 2 per year	NONE
D0274	Bitewing-four radiographic images – 2 per year	NONE
D0277	Vertical bitewings	NONE
D0330	Panoramic radiographic image	NONE
D0460	Pulp vitality tests	NONE
D0470	Diagnostic casts	NONE
PREVENTATIVE		
D1110	Prophylaxis-adult – 2 per year	NONE
D1120	Prophylaxis-child – 2 per year	NONE
D1206	Topical application of fluoride varnish – thru age 15	NONE
D1208	Topical application of fluoride – excluding varnish – thru age 15	NONE
D1310	Nutritional counseling for control of dental disease	NONE
D1330	Oral hygiene instructions	NONE
D1351	Sealant per tooth – thru age 15	NONE
D1353	Sealant repair – per tooth – thru age 15	NONE
D1510	Space maintainer – fixed – unilateral	NONE
D1515	Space maintainer – fixed – bilateral	NONE
D1550	Re-cement/re-bond space maintainer	NONE
RESTORATIVE		
D2140	Amalgam – one surface, primary or permanent	NONE
D2150	Amalgam – two surfaces, primary or permanent	NONE
D2160	Amalgam – three surfaces, primary or permanent	NONE
D2161	Amalgam – four or more surfaces, primary or permanent	NONE
D2330	Resin-based composite – one surface, anterior	NONE
D2331	Resin-based composite – two surfaces, anterior	NONE
D2332	Resin-based composite – three surfaces, anterior	NONE
D2335	Resin-based composite – four or more surfaces, anterior incisal angle	NONE
D2390	Resin-based composite crown, anterior	NONE
D2391	Resin-based composite – one surface, posterior	NONE
D2392	Resin-based composite – two surfaces, posterior	NONE
D2393	Resin-based composite – three surfaces, posterior	NONE
D2394	Resin-based composite – four or more surfaces, posterior	NONE
D2740	Crown – porcelain/ceramic substrate	20%
D2752	Crown – porcelain fused to noble metal	20%
D2792	Crown – full cast noble metal	20%
D2910	Re-cement or re-bond inlay, onlay, veneer	20%
D2920	Re-cement or re-bond crown	20%

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

ADDENDUM B
PROCEDURE DESCRIPTION
FOR
CITY OF DE PERE, GROUP NO. PPD281

When a Participant is under the care or treatment of a Primary Provider, Benefits include the following dental services unless the benefit is specifically excluded in Article VII:

ADA CODE	DESCRIPTION	PARTICIPANT'S CO-PAYMENT
D2921	Reattachment of tooth fragment – incisal edge/cusp	NONE
D2929	Prefabricated porcelain/ceramic crown – primary tooth	20%
D2930	Prefabricated stainless steel crown – primary tooth	20%
D2931	Prefabricated stainless steel crown – permanent tooth	20%
D2932	Prefabricated resin crown	20%
D2933	Prefabricated stainless steel crown w/resin window	20%
D2934	Prefabricated esthetic coasted stainless steel crown – primary tooth	20%
D2940	Protective restoration	NONE
D2950	Core build-up including pins when required	20%
D2951	Pin retention/tooth in addition to restoration	NONE
D2952	Post and core in addition to crown indirectly fabricated	20%
D2954	Prefabricated post and core in addition to crown	20%
D2955	Post removal	NONE
D2960	Labial veneer resin (laminate) chairside	20%
D2980	Crown repair necessitated by restorative material failure	20%
ENDODONTICS		
D3110	Pulp cap – direct excluding final restoration	NONE
D3120	Pulp cap – indirect excluding final restoration	NONE
D3220	Therapeutic pulpotomy excluding final restoration	NONE
D3221	Pulpal debridement, primary and permanent tooth	NONE
D3230	Pulpal therapy, anterior primary tooth	NONE
D3240	Pulpal therapy, posterior primary tooth	NONE
D3310	Endodontic therapy anterior tooth	NONE
D3320	Endodontic therapy bicuspid tooth	NONE
D3330	Endodontic therapy molar tooth	NONE
D3332	Incomplete endodontic therapy procedure	NONE
D3346	Retreatment of previous root canal – anterior	NONE
D3347	Retreatment of previous root canal – bicuspid	NONE
D3348	Retreatment of previous root canal – molar	NONE
D3351	Apexification/recalcification – initial visit. If over age 11 no benefit if performed within 12 months of root canal.	NONE
D3352	Apexification/recalcification – interim medication replacement. If over age 11 no benefit if performed within 12 months of root canal.	NONE
D3353	Apexification/recalcification – final visit. If over age 11 no benefit if performed within 12 months of root canal.	NONE
D3410	Apicoectomy – anterior	NONE
D3421	Apicoectomy – bicuspid (first root)	NONE
D3425	Apicoectomy – molar (first root)	NONE
D3426	Apicoectomy (each additional root)	NONE
D3430	Retrograde filling – per root	NONE
D3450	Root amputation – per root	NONE
D3920	Hemisection not including root canal therapy	NONE
D3950	Canal preparation and fitting of preformed dowel or post	NONE
PERIODONTICS		
D0180	Comprehensive periodontic evaluation	NONE
D4210	Gingivectomy/gingivoplasty/four or more teeth per quadrant	NONE

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

ADDENDUM B
PROCEDURE DESCRIPTION
FOR
CITY OF DE PERE, GROUP NO. PPD281

When a Participant is under the care or treatment of a Primary Provider, Benefits include the following dental services unless the benefit is specifically excluded in Article VII:

ADA CODE	DESCRIPTION	PARTICIPANT'S CO-PAYMENT
D4211	Gingivectomy/gingivoplasty/one to three teeth per quadrant	NONE
D4231	Anatomical crown exposure – one to three teeth per quadrant	NONE
D4240	Gingival flap procedure w/root plan/four or more teeth per quadrant	NONE
D4241	Gingival flap procedure w/root plan/one to three teeth per quadrant	NONE
D4249	Clinical crown lengthening – hard tissue	NONE
D4260	Osseous surgery – four or more teeth per quadrant	NONE
D4261	Osseous surgery – one to three teeth per quadrant	NONE
D4263	Bone replacement graft – first site in quadrant	NONE
D4264	Bone replacement graft – each additional site in quadrant	NONE
D4266	Guided tissue regeneration – resorbable barrier, per site	NONE
D4267	Guided tissue regeneration – nonresorbable barrier, per site	NONE
D4270	Pedicle soft tissue graft procedure	NONE
D4273	Subepithelial connective tissue graft procedures, per tooth	NONE
D4274	Distal or proximal wedge procedure	NONE
D4275	Soft tissue allograft	NONE
D4277	Free soft tissue graft procedure first tooth position	NONE
D4278	Free soft tissue graft procedure each additional tooth position	NONE
D4320	Provisional splinting – intracoronal	NONE
D4321	Provisional splinting – extracoronal	NONE
D4341	Scaling and root planing/four or more teeth per quadrant – one per 24 mo.	NONE
D4342	Scaling and root planing/one to three teeth per quadrant – one per 24 mo.	NONE
D4355	Full mouth debridement – one per 18 mo.	NONE
D4381	Localized delivery of chemo agents	NONE
D4910	Periodontal maintenance procedure – one per 12 mo. only	NONE
PROSTHODONTICS, REMOVABLE		
D5110	Complete denture – maxillary	20%
D5120	Complete denture – mandibular	20%
D5130	Immediate denture – maxillary	20%
D5140	Immediate denture – mandibular	20%
D5211	Maxillary partial denture – resin base	20%
D5212	Mandibular partial denture – resin base	20%
D5213	Maxillary partial denture – cast metal frame	20%
D5214	Mandibular partial denture – cast metal frame	20%
D5225	Maxillary partial denture – flexible base	20%
D5226	Mandibular partial denture – flexible base	20%
D5281	Removable unilateral partial denture	20%
D5410	Adjust complete denture – maxillary	20%
D5411	Adjust complete denture – mandibular	20%
D5421	Adjust partial denture – maxillary	20%
D5422	Adjust partial denture – mandibular	20%
D5510	Repair broken denture	20%
D5520	Replace missing/broken teeth – complete denture each tooth	20%
D5610	Repair resin denture base	20%
D5620	Repair cast framework	20%
D5630	Repair or replace broken clasp	20%
D5640	Replace broken teeth – per tooth	20%

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ADDENDUM B
PROCEDURE DESCRIPTION
FOR
CITY OF DE PERE, GROUP NO. PPD281

When a Participant is under the care or treatment of a Primary Provider, Benefits include the following dental services unless the benefit is specifically excluded in Article VII:

ADA CODE	DESCRIPTION	PARTICIPANT'S CO-PAYMENT
D5650	Add tooth to existing partial denture	20%
D5660	Add clasp to existing partial denture	20%
D5730	Reline complete maxillary denture (chairside)	20%
D5731	Reline complete mandibular denture (chairside)	20%
D5740	Reline maxillary partial denture (chairside)	20%
D5741	Reline mandibular partial denture (chairside)	20%
D5750	Reline complete maxillary denture (lab)	20%
D5751	Reline complete mandibular denture (lab)	20%
D5760	Reline maxillary partial denture (lab)	20%
D5761	Reline mandibular partial denture (lab)	20%
D5850	Tissue conditioning, maxillary	20%
D5851	Tissue conditioning, mandibular	20%
D5899	CU-SEL attachment	20%
D5899	Silicone soft liner	20%
PROSTHODONTICS, FIXED		
D6212	Pontic – cast noble metal	20%
D6242	Pontic – porcelain fused to noble metal	20%
D6245	Pontic – porcelain/ceramic	20%
D6740	Crown – porcelain/ceramic	20%
D6752	Crown – porcelain fused to noble metal	20%
D6792	Crown – full cast noble metal	20%
D6930	Re-cement or re-bond fixed partial denture	20%
D6940	Stress breaker	20%
D6980	Fixed partial denture repair necessitated by material failure	20%
IMPLANTS		
D6010	Surgical placement – endosteal , as indicated in article VII, procedures done in conjunction with fixed complex implant retainer prosthetics are not included	20%
D6040	Surgical placement – eposteal	20%
D6056	Prefabricated abutment	20%
D6057	Custom fabricated abutment	20%
D6058	Abutment supported porcelain/ceramic crown	20%
D6061	Abutment supported porcelain fused to metal crown (noble metal)	20%
D6064	Abutment supported cast metal crown (noble metal)	20%
D6065	Implant supported porcelain/ceramic crown	20%
D6068	Abutment supported retainer for porcelain/ceramic fpd	20%
D6071	Abutment supported retainer for porcelain fused to metal fpd (noble metal)	20%
D6074	Abutment supported retainer for cast metal fpd (noble metal)	20%
D6075	Implant supported retainer for ceramic fpd	20%
D6080	Implant maintenance procedures	20%
D6092	Re-cement or re-bond implant/abutment supported crown	20%
D6093	Re-cement or re-bond implant/abutment supported fixed partial denture	20%
D6100	Implant removal, by report	20%
D6110	Implant/abutment supported removable denture for edentulous arch-maxillary	20%
D6111	Implant abutment supported removable denture for edentulous arch-mandibular	20%

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ADDENDUM B
PROCEDURE DESCRIPTION
FOR
CITY OF DE PERE, GROUP NO. PPD281

When a Participant is under the care or treatment of a Primary Provider, Benefits include the following dental services unless the benefit is specifically excluded in Article VII:

ADA CODE	DESCRIPTION	PARTICIPANT'S CO-PAYMENT
D6112	Implant/abutment supported removable denture for partially edentulous arch-maxillary	20%
D6113	Implant/abutment supported removable denture for partially edentulous arch-mandibular	20%
ORAL SURGERY		
D7111	Extraction, coronal remnants – deciduous tooth	NONE
D7140	Extraction, erupted tooth or exposed root	NONE
D7210	Surgical removal of erupted tooth	NONE
D7220	Removal of impacted tooth – soft tissue	NONE
D7230	Removal of impacted tooth – partial bony	NONE
D7240	Removal of impacted tooth – complete bony	NONE
D7241	Removal of impacted tooth – complete bony w/unusual surg. complications	NONE
D7250	Surgical removal of residual tooth roots	NONE
D7260	Oroantral fistula closure	NONE
D7270	Tooth reimplantation and/or stabilization	NONE
D7280	Surgical access of an unerupted tooth	NONE
D7282	Mobilization of erupted or malpositioned tooth to aid eruption	NONE
D7283	Placement of device to facilitate eruption of impacted tooth	NONE
D7285	Incisional biopsy of oral tissue – hard	NONE
D7286	Incisional biopsy of oral tissue – soft	NONE
D7288	Brush biopsy	NONE
D7291	Transeptal fiberotomy	NONE
D7310	Alveoloplasty in conjunction w/extractions – four or more teeth per quad	NONE
D7311	Alveoloplasty in conjunction w/extractions – one to three teeth per quad	NONE
D7320	Alveoloplasty not in conjunction w/extractions – four or more teeth per quad	NONE
D7321	Alveoloplasty not in conjunction w/extractions – one to three teeth per quad	NONE
D7340	Vestibuloplasty-ridge extension	NONE
D7350	Vestibuloplasty-ridge extension complete	NONE
D7471	Removal of lateral (maxilla or mandible) exostosis	NONE
D7472	Removal of torus palatinus	NONE
D7473	Removal of torus mandibularis	NONE
D7485	Surgical reduction of osseous tuberosity	NONE
D7510	Incision and drainage abscess – intraoral soft tissue	NONE
D7910	Suture of recent small wound up to 5 cm	NONE
D7953	Bone replacement graft for ridge preservation – per site	NONE
D7960	Frenulectomy – separate procedure	NONE
D7970	Excision of hyperplastic tissue per arch	NONE
D7971	Excision of pericoronal gingiva	NONE
D7972	Surgical reduction of fibrous tuberosity	NONE
ADJUNCTIVE GENERAL SERVICES		
D9110	Palliative (emergency) treatment dental pain – minor procedure	NONE
D9210	Local anesthesia not in conjunction with operative or surgical procedures	NONE
D9215	Local anesthesia in conjunction with operative or surgical procedures	NONE
D9219	Eval for deep sedation or general anesthesia (frequency with exams)	NONE
D9220	Deep sedation/general anesthesia – first 30 minutes	NONE

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ADDENDUM B
PROCEDURE DESCRIPTION
FOR
CITY OF DE PERE, GROUP NO. PPD281

When a Participant is under the care or treatment of a Primary Provider, Benefits include the following dental services unless the benefit is specifically excluded in Article VII:

ADA CODE	DESCRIPTION	PARTICIPANT'S CO-PAYMENT
D9221	Deep sedation/general anesthesia – each additional 15 minutes	NONE
D9230	Inhalation of nitrous oxide/analgesia – DDS required	NONE
D9241	Intravenous moderate (conscience) sedation/analgesia – first 30 minutes (when medically necessary)	NONE
D9242	Intravenous moderate (conscience) sedation/analgesia – each additional 15 minutes (when medically necessary)	NONE
D9310	Consultation – per session (frequency with exams)	NONE
D9430	Office visit for observation (during regularly scheduled hours)	NONE
D9630	Other drugs and/or medicaments	NONE
D9910	Application of desensitizing medicaments (dispensed in office)	NONE
D9951	Occlusal adjustment – limited	20%

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT

CITY OF DE PERE
GROUP NO. PPD281

This amendatory endorsement modifies insurance provided to CITY OF DE PERE under your CARE-PLUS DENTAL PLANS, INC., DENTAL CARE GROUP POLICY/CERTIFICATE. This amendatory endorsement is attached to and made part of the Policy/Certificate. Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy/Certificate. If there is a conflict between the Policy/Certificate and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

The following additional benefits for evidence-based integrated care are added to this policy effective January 1, 2016:

1. Routine prophylaxis (teeth cleaning) or periodontal maintenance procedure up to two times and a topical fluoride application beyond the age limitation of the group contract per benefit year following periodontal surgery.

2. Routine prophylaxis (teeth cleaning) or periodontal maintenance procedure up to two times per benefit year for diabetics.

3. Routine prophylaxis (teeth cleaning) or periodontal maintenance procedure up to one time per benefit year during pregnancy.

4. Routine prophylaxis (teeth cleaning) or periodontal maintenance procedure up to two times per benefit year for patients with any of the following high–risk cardiac conditions.
   - History of infective endocarditis.
   - Certain congenital heart defects (e.g., having one ventricle instead of two).
   - Artificial heart valves.
   - Heart-valve defects caused by acquired conditions like rheumatic heart disease.
   - Hypertrophic cardiomyopathy, which causes abnormal thickening of the heart muscle.
   - Individuals with pulmonary shunts or conduits.
   - Mitral-valve prolapse with regurgitation (blood leakage).
   - Additional heart conditions

5. Routine prophylaxis (teeth cleaning) or periodontal maintenance procedure up to two times and a topical fluoride application beyond the age limitation of the group contract per benefit year for suppressed-immune-system conditions.

6. Routine prophylaxis (teeth cleaning) or periodontal maintenance procedure up to two times per benefit year for kidney failure or dialysis conditions.

7. Routine prophylaxis (teeth cleaning) or periodontal maintenance procedure up to two times and a topical fluoride application beyond the age limitation of the group contract per benefit year for cancer-related chemotherapy and/or radiation treatments.

Attachment: City of De Pere Contract eff Jan 1 2016 (4226 : Resolution #15-139, Authorizing Agreement with Care-Plus Dental Plans)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 15, 2015**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Resolution #15-140, Regarding Reimbursement for Damage to Mail Receptacles Placed in the Public Way.**

At the November 9, 2015 BOPW meeting, the BOPW recommended revising the mailbox reimbursement policy to increase the reimbursement from $50 to $75 and also to include labor as part of the policy.

In addition, the BOPW requested staff survey what other communities have for a mailbox reimbursement policy. See attached results.

The Board reviewed the Revised Mailbox Resolution and recommends the $75.00 reimbursement, which includes labor.

ATTACHMENTS:

- Reso15-140 (DOCX)
- 2015 Mail Box Survey(PDF)

RESOLUTION #15-140

REGARDING REIMBURSEMENT FOR DAMAGE TO
MAIL RECEPTACLES PLACED IN THE PUBLIC WAY

WHEREAS, in the interests of promoting effective and efficient postal service, the City has permitted the practice of allowing its citizens to improve a portion of city-owned public way in front of private residences by constructing and maintaining mail receptacles (mailboxes) therein without first obtaining occupancy permits; and

WHEREAS, the placement of such improvements in close proximity to the traveled portion of the public way occasionally results in the inadvertent damage to such privately owned property by city crews when undertaking snow removal or other public services; and

WHEREAS, the City acknowledges that because the mailboxes are placed in city right-of-way without express permit, the City may take the position that any damage to such mail receptacles is not the legal responsibility of the City; and

WHEREAS, the City also believes that notions of fairness and equity compel the City to accept reasonable responsibility for damages caused by city crews in providing services; and

WHEREAS, by this resolution the City wishes to set reasonable limits to its responsibilities in regard to damage to mail receptacles placed on public way and to put the citizenry on notice of such limits;

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council of the City of De Pere hereby establishes as its official policy that it shall pay an amount not to exceed Seventy Five Dollars and no cents ($75.00) for the entire actual costs to replace and/or repair a mail receptacle located on public way damaged by city crews in the course of providing services upon submission of a written voucher by the owner of such mail receptacle delineating all expenditures including labor and materials for such repair or replacement, the approximate time and date of the damage, and, where possible, the circumstances of such incident. The Director of Public Works shall be responsible to review such vouchers for accuracy and compliance with the intent

Attachment: Reso15-140 (4219 : Resolution #15-140, Regarding Reimbursement for Damage to Mail Receptacles)

of this resolution. Upon appeal to the Board of Public Works, a citizen may request, and the Board of Public Works may grant, payment in excess of $75.00 for any such repair or replacement upon good cause shown in a circumstance which would otherwise result in undue hardship or unreasonable application of this policy.

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 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso15-140 (4219 : Resolution #15-140, Regarding Reimbursement for Damage to Mail Receptacles)

2015 Mailbox Survey of Municipalities

Municipality	Comments
Green Bay	Green Bay has a repair or replace policy. DPW will only replace if the box cannot be repaired back to usable condition. They will not replace a post if it is rotted/rusted to the point it is not structually sound. DPW will not repair/replace mailbox hardware beyond the standard USPS design. Posts will be replaced with a 4x4 treated wood post and cross support. Mailboxes will be replaced with a black or white light sheet metal mailbox. If a property owner chooses to repair/replace their own mailbox, then they must install the new mailbox in accordance with City and USPS guidelines above . If the property owner chooses not to have the mailbox replaced as noted, then DPW will reimbursement up to $75 after receiving a receipt identifying actual replacement costs. DPW will not repair or replace custom mailboxes, posts, enclosures, or structures. Mailbox posts and structures made of anything other than noted above are considered custom. As such, repairs and replacements must be made by the property owner. Plastic mailboxes will be replaced only if the post is also damaged beyond repair.
Appleton	Appleton will not be responsible for any mailbox damaged in the course of City operations that does not meet the UPS regulations for placement. 42-48 inches from the road surface to the bottom of the mailbox or point of mail entry and set back 8 inches from the front face of the curb or road edge to the mailbox door. Where there is no curb, the height of the mailbox should be 48 inches from the top of the ground to the bottom of the mailbox. Appleton reimburses up to $125 for mail box damage that meets this policy language.
Two Rivers	In the event that the mail box is or was in compliance with US Postal Service criteria, the DPW Foreman will contact the owner and inform that the City will reimburse the owner for replacement of damaged components up to a maximum amount of $50.00 for comparable materials. The City will only reimburse for the amount of actual receipts and in no case more than $50.00

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **City Attorney**

FROM: **Judith Schmidt-Lehman**

SUBJECT: **Resolution #15-141, Regarding Certain Fees.**

ATTACHMENTS:

- Reso15-141 (DOCX)
- 2016 Fees - Building (PDF)
- 2016 Fees - Clerk-Treasurer (PDF)
- 2016 Fees - Electric (PDF)
- 2016 Fees - HVAC (PDF)
- 2016 Fees - Plan (PDF)
- 2016 Fees - Plumbing (PDF)
- 2016 Fees - Police (PDF)
- 2016 Fees - Public Works (PDF)

RESOLUTION #15-141

REGARDING CERTAIN FEES

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

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

BE IT FURTHER RESOLVED THAT:

Such fees established hereunder shall be effective January 1, 2016.

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of December, 2015.

APPROVED:

_____

Michael J. Walsh, Mayor

ATTEST:

_____

Shana D. Ledvina, Clerk-Treasurer

Ayes: ____

Nays: ____

Attachment: Reso15-141 (4214 : Resolution #15-141, Regarding Certain Fees)

BUILDING DEPARTMENT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed 2016 Fee
Residential - New/Add	$35.00	$75.00	$.10/sq ft	$.11/sq ft
Commercial Tenant Buildout	$100.00	$150.00	$.20/sq ft	$.21/sq ft
Warehouses - New/Add	$100.00	$150.00	$.10/sq ft	$.11/sq ft
Comm/Ind/Institutional/Multi Fam - New/Add	$100.00	$150.00	$.20/sq ft	$.21/sq ft
Comm/Ind/Institutional/Multi Fam - Alt/Rep/Rem	$100 min/$10,000 max	$150 min/$12,000 max	$10/$1,000	$11/$1,000
Residential - Alt/Rep/Rem	$75 min/$10,000 max	no change	$8/$1,000	$9/$1,000
1-2 Family Dwelling Plan Review - New/Add			$125.00	$130.00
Multi-Fam/Comm/Ind Plan Review - New/Add			$200.00	$210.00
Commercial Plan Review <25,000 cu ft			$225.00	$235.00
Flood Plain Development Fee			$150.00	$160.00
Flood Plain Zoning Letter			$50.00	no change
Soil Erosion Control Fee <20,000 sq ft			$80.00	$90.00
Soil Erosion Control Fee >20,000 sq ft			$200.00	$210.00
State UDC Permit Seal			$50.00	no change
Residing/soffits			$75.00	no change
Deck/Gazebo			$50.00	no change
Shed (<200 sq ft)			$50.00	no change
Detached Garage (>200 sq ft)			$75.00	no change
Swimming Pool/Hot Tub/Spa	$50.00	no change	$6/$,1000	no change
Pool Abandonment			$30.00	no change
Canopy (installed over gas station dispensers)			$250.00	$260.00
Awnings/Canopies			$50.00	$75.00
Moving Building (<600 sq ft)			$50.00	$100.00
Moving Building (>600 sq ft)			$300.00	no change
Wrecking Permit (<600 sq ft)			$40.00	$50.00
Wrecking Permit (>600 sq ft)			$150.00	$160.00
Early Start (footings & foundation)			$100.00	$150.00
Fence			$40.00	$50.00
Reinspection Fee			$50.00	$75.00
Renew Lapsed Permit			$50.00	$75.00
Grade Permit			$50.00	$75.00

BUILDING DEPARTMENT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed 2016 Fee
Curb Cut			$20.00	$25.00
Docks			$50.00	no change
Fox River Bank Stabilization/Rip Rap			$50.00	no change
Occupancy w/o permit or before final inspection			$100.00	$125.00
Radio/Television/Wireless Communication Towers			$50.00	$250.00
Bleachers/Assembly Seating			$100.00	no change
Residential Driveway/Parking Lot			$30.00	$50.00
Comm/Ind/Multi Driveway/Parking Lot			$100.00	$150.00
Sign Contractor Annual License			$100.00	$125.00
Sign Permit - Minimum			$75.00	no change
Sign Variance			$150.00	$160.00
Payment in Lieu of Dedication - Single Family			$300.00	no change
Payment in Lieu of Dedication - Two Family			$600.00	no change
Payment in Lieu of Dedication - Multi Family			$130.00/bedroom	no change

Attachment: 2016 Fees - Building (4214 : Resolution #15-141, Regarding Certain Fees)

CLERK-TREASURER FEES

TYPE OF LICENSE/PERMIT SOLD AT CITY HALL	CURRENT FEE (2015)	PROPOSED FEE FOR 2016
AUTO SALVAGE YARD	$100.00	no change
CHICKEN PERMIT ($5.00 total for 4 chickens)	$6.00	no change
CIGARETTE	$100.00	no change
CLASS A BEER With LIQUOR	$65.00	no change
CLASS A BEER Without LIQUOR	$625.00	no change
CLASS A LIQUOR	$190.00	no change
CLASS B BEER	$100.00	no change
CLASS B LIQUOR	$450.00	no change
CLASS C	$100.00	no change
JUNK COLLECTOR/DEALER LICENSE	$100.00	no change
LATE FEE (FOR DOG/CAT LICENSES)	$5.00	no change
LETTERS OF SPECIALS	$40.00	$45.00
MOBILE HOME OFF MOBILE HOME PARK (INSPECTION FEE)	$125.00	no change
MOBILE HOME PARK	$50.00	no change
MOBILE HOME MONTHLY PARKING FEE	determined by Assessor, based on west side mil rate	
NEUTERED/SPAYED CAT	$6.00	no change
NEUTERED/SPAYED DOG (County $3.50-City $1.50 Split)	$6.00	no change
NEUTERED/SPAYED PUPPY (County -City Split)	$6.00	no change
NSF FEE	$25.00	$30.00
OPERATOR	$55.00	no change
OPERATOR WITH PROVISIONAL OPERATOR	$70.00	no change
PASSPORT FEE (US DOS)	$25.00	no change
PAWN BROKER/SECONDHAND ARTICLE/JEWELRY DEALER	$50.00	no change
PROCESSING FEE FOR BACKGROUND CHECKS	$15.00	$20.00
PUBLIC DANCE	$2/dance; $10/annually	no change
PUBLICATION FEE	$60.00	$30.00/decreased due to State Statutes
ROOM TAX	no fee established/necessary	
SECONDHAND ARTICLE DEALER MALL/FLEA MARKET	$50.00	no change
SEXUALLY ORIENTED ADULT ESTABLISHMENT	$250.00	no change
SEXUALLY ORIENTED ADULT ESTABLISHMENT LATE FEE	$100.00	no change

CLERK-TREASURER FEES

TYPE OF LICENSE/PERMIT SOLD AT CITY HALL	CURRENT FEE (2015)	PROPOSED FEE FOR 2016
SEXUALLY ORIENTED ADULT ESTABLISHMENT RENEWAL	$250.00	no change
SHOWS AND AMUSEMENT, CARNIVAL	$20.00	no change
SOLICITOR	$90.00	$95.00
SOLICITOR (REPLACEMENT CARD)	$10.00	no change
SPECIAL EVENT - LOW HAZARD & 1ST AMENDMENT EXPRESSIVE ACTIVITY	$25.00	no change
SPECIAL EVENT - MEDIUM HAZARD	$50.00	no change
SPECIAL EVENT - HIGH HAZARD	$50.00	no change
SPECIAL EVENT - ADMINISTRATIVE FEE	10% of billed city services up to $250	no change
TAXI	$45/1st vehicle; $10 thereafter	no change
TAXI - More than 7 person capacity	$95.00	no change
TEMPORARY CLASS B (PICNIC) BEER/WINE	$10.00	no change
UNNEUTERED/UNSPAYED CAT	$12.00	no change
UNNEUTERED/UNSPAYED DOG (County - City Split)	$12.00	no change
UNNEUTERED/UNSPAYED PUPPY	$6.00	no change

Attachment: 2016 Fees - Clerk-Treasurer (4214 : Resolution #15-141, Regarding Certain Fees)

ELECTRIC PERMIT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed 2016 Fee
Residential - New/Add	$35.00	$50.00	$.08/sq ft	$.09/sq ft
Warehouses - New/Add	$35.00	$100.00	$.10/sq ft	$.11/sq ft
Comm/Ind/Inst - New/Add	$35.00	$100.00	$.12/sq st	$.13/sq ft
Alt/Repair/Remodel (1-30 fixtures)			$50.00	no change
Alt/Repair/Remodel (31-60 fixtures)			$75.00	no change
Alt/Repair/Remodel (61-90 fixtures)			$100.00	no change
Alt/Repair/Remodel (>90 fixtures)			$125 +$.50/ea. opening >90)	no change
Install/Modify Fire Alarm System			$50.00	no change
Single Family Service Change			$50.00	no change
Two Family Service Change			$50.00	no change
Service Change (all others)			$75.00	$100.00
Gas Station Pump Control Panel			$50.00	no change
Gas Station Canopy Lights			$50.00	no change
Gas Station Motors			$50.00	no change
Gas Station Dispensers			$50.00	no change
Illuminated Signs			$50.00	no change
Temporary Electrical Service			$50.00	no change
Accessory Building			$35.00	$50.00
Re-inspection Fee			$50.00	$75.00
Cell Tower			$75.00	$100.00
Active Sub-Slab Ventilation System			n/a	$50.00

HVAC PERMIT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed 2016 Fee
Residential - New/Add	$35.00	$50.00	$.08/sq ft	$.09/sq ft
Comm/Ind/Inst/Multi Fam - New/Add	$75.00	$100.00	$.12/sq ft	$.13/sq ft
Warehouses - infrared heating units			$125/unit	$130/unit
1-2 Family - Alt/Repair/Remodel	$35.00	$50.00	$6/$1,000	no change
Multi/Comm/Ind/Inst - Alt/Rep/Rem	$75.00	$100.00	$7/$1,000	no change
Furnace/Boiler Replacement			$50.00	no change
Air Conditioner			$50.00	no change
Fireplace			$50.00	no change
Wood Burning Stove			$50.00	no change
Geo Thermal			$50.00	no change
Re-inspection fee			$50.00	$75.00

Attachment: 2016 Fees - HVAC (4214 : Resolution #15-141, Regarding Certain Fees)

PLANNING DEPARTMENT FEES

	2015	2016
Fee Type	Current Fee	Proposed Fee
Rezoning Application	$275.00	$290.00
Variance Request	$150.00	$160.00
Conditional Use Application	$275.00	$290.00
Site Plan Review	$275.00	$290.00
Right-of-way Vacation	$275.00	$290.00
Street Name Change	$200.00	$210.00
Plat Review Preliminary	$250 + $60/lot	$265+$65/lot
Final Plat	$175.00	$185.00
CSM Review	$330.00	$350.00
Land Use Permit	$150.00	$160.00
Revocable Occupany Permit	$25.00	$30.00

Attachment: 2016 Fees - Plan (4214 : Resolution #15-141, Regarding Certain Fees)

PLUMBING PERMIT FEES

Fee Type	Current Min	Proposed Min	Current Fee	Proposed 2016 Fee
Residential - New/Add/Alt	$35.00	$50.00	$9/fixture	$10/fixture
Buildings Requiring State Approval (16+ fixtures)			$175 + $9/fixture	$175 + $10/fixture
Lawn Sprinkler Systems			$50.00	$60.00
Fire Suppression Sprinkler System - New/Add/Alt			$300 + $75/riser or floor	$350 + $80 per riser or floor
Replacement Water Heater			$50.00	$60.00
Cap sanitary sewer			$50.00	$60.00
Sewer Lateral Connection			$100.00	$125.00
Re-inspection fee			$50.00	$75.00

Attachment: 2016 Fees - Plumbing (4214 : Resolution #15-141, Regarding Certain Fees)

POLICE DEPARTMENT FEES

Fee Type	2015 Current Fee	2016 Proposed Fee
Pawnbroker/Secondhand Article/Jewelry Dealer Daily Reporting Failure	$15.00	$20.00
Sexually Oriented Adult Establishment Employee Registration	$10.00	$15.00
Parade	no fee established	
Processing Fees		
- Fingerprint	$6.00	$10.00
- Quick Background Checks (employees)	$1.00	$1.00

Attachment: 2016 Fees - Police (4214 : Resolution #15-141, Regarding Certain Fees)

PUBLIC WORKS FEES

PERMIT	2015 FEE	2016 FEE
Excavation Permit		
Small Utility Project Permit	$55.00	$60.00
Medium Utility Project Permit	$110.00	$115.00
Large Utility Project Permit	$165.00	$175.00
Very Large Utility Project Permit	Actual costs	Actual costs
Excavation in ROW Outside of Street Area	$55.00	$60.00
Boring within Street ROW-Servicing One Property & Sewer is Located Behind Curb	$55.00	$60.00
Boring within Street ROW	$415.00	$435.00
Road/Street Open-Cut Excavation within Street Pavement Area	$825.00	$865.00
Curb Cut	$20.00	$25.00
Concrete Workers License	$35.00	$40.00
Special Brush Pick-up Minimum	$30.00	$35.00
Special Rubbish Pick-up Minimum	$30.00	$35.00
Small Garbage Container	$30.00	$35.00
Large Garbage Container	$100.00	$105.00
Small Recycle Container	$75.00	$80.00
Large Recycle Container	$85.00	$90.00
Salt per Ton	$60.00	$65.00
Salt Brine per Gallon	$0.20	$0.21
Overflow Tags	$2.00	$2.00
****Sidewalk Snow Removal Fee**	$0.91/LF	$0.92/LF
****Sidewalk Compact Snow Removal Fee**	$1.41/LF	$1.44/LF
Grade Setting Permit	$30.00	$35.00
Private Well Permit (5 year permit)		
New	$500.00	$525.00
Renewal	$200.00	$225.00
Water Development Charges	Set by ordinance per CBCWA	
Post Construction runoff	no fee established	no fee established

Attachment: 2016 Fees - Public Works (4214 : Resolution #15-141, Regarding Certain Fees)

PUBLIC WORKS FEES

PERMIT	2015 FEE	2016 FEE

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

Attachment: 2016 Fees - Public Works (4214 : Resolution #15-141, Regarding Certain Fees)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**December 15, 2015**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Resolution #15-142, Authorizing Certain Fees for Health Department Services.**

ATTACHMENTS:

- Reso15-142 (DOCX)
- 2016-2017 Fees - Health Department (PDF)

RESOLUTION #15-142

AUTHORIZING CERTAIN FEES FOR HEALTH DEPARTMENT SERVICES

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT

The attached fees for Health Department Services are hereby established in addition to those currently authorized.

BE IT FURTHER RESOLVED THAT:

All fees herein associated with licenses issued by the Health Department shall be first effective for the 2016-2017 license year, commencing July 1, 2016. All other fees herein shall be effective January 1, 2016.

BE IF FURTHER RESOLVED THAT:

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

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of December,

2015.

APPROVED:

_____

Michael J. Walsh, Mayor

ATTEST:

_____

Shana D. Ledvina, Clerk-Treasurer

Ayes: ____
Nays: ____

Attachment: Reso15-142 (4213 : Resolution #15-142, Health Department Fee Schedule)

City of DePere Health Department
Fee Schedule
2016/2017 License Year DHS/DATCP

Type of Licensing	2015/2016 Total Fee	2016/2017 Total Fee
Department of Health Services (DHS)		
RESTAURANT/MOBILE RESTAURANT ***See full schedule for specific types***		
Prepackaged	$115.00	$115.00
Low Complexity	$411.00	$411.00
Moderate Complexity	$531.00	$531.00
High Complexity	$655.00	$655.00
Additional area	$75.00	$75.00
Tavern	$104.00	$109.00
Additional bar area-tavern	n/a	$30.00
Temporary Restaurant Permit	$155.00	$155.00
LODGING		
Hotel / Motel 5-30 Rooms	$279.00	$279.00
Hotel / Motel 31-99 Rooms	$398.00	$398.00
Hotel / Motel 100-199 Rooms	$492.00	$492.00
Hotel / Motel 200+ Rooms	$576.00	$576.00
Bed & Breakfast	$129.00	$129.00
Tourist Rooming House	$106.00	$106.00
SWIMMING POOLS		
Pool	$345.00	$345.00
Additional Pool	$169.00	$169.00
Water Attraction with up to 2 slides per basin	$169.00	$169.00
Additional Pool Slide or Water Slide	$85.00	$85.00
CAMPGROUNDS/SPECIAL EVENT CAMPGROUNDS		
1-25 Sites	$177.00	$177.00
26-50 Sites	$218.00	$218.00
51-99 Sites	$249.00	$249.00
100-199 Sites	$287.00	$287.00
Over 200 Sites	$321.00	$321.00
Recreational / Educational Camp	$200.00	$200.00
TATTOO / BODY PIERCING		
Tattoo Establishment	$176.00	$176.00
Body-Piercing Establishment	$176.00	$176.00
Combined Tattoo & Body Piercing Establishment	$260.00	$260.00
Temporary Tattoo Establishment	$115.00	$115.00
Temporary Body Piercing Establishment	$115.00	$115.00
Temporary Combined Tattoo/Body -Piercing Establishment	$166.00	$166.00
SCHOOLS		
Production Kitchen	$242.00	$242.00
Satellite kitchen	$171.00	$171.00

Attachment: 2016-2017 Fees - Health Department (4213 : Resolution #15-142, Health Department Fee Schedule)

TYPE OF LICENSING	2015/2016 Total Fee	2016/2017 Total Fee
DATCP/RETAIL FOOD		
Not Engaged in food processing-prepackaged	$112.00	$118.00
Process Non-potentially or potentially hazardous, sales less than $25,000-low complexity	$174.00	$183.00
Process Non-Potentially Hazardous, sales of at least $25,000-low complexity plus	$377.00	$394.00
Process Potentially Hazardous, sales of at least $25,000 but less than $1,000,000-moderate complexity	$550.00	$578.00
Process Potentially Hazardous, sales of at least $1,000,000-high complexity	$1,017.00	$1,068.00
Temporary Retail Food Permit	$155.00	$155.00
FEES FOR DHS AND DATCP		
Inspection Fee	$40.00	$40.00
Operating without a License/Permit	$150.00	$150.00
Operating without a Certified Food Manager on Staff	$150.00	$150.00
Late Fee	$150.00	$150.00
Level 1 Pre-inspection for Prepackaged, Tourist Rooming House, & Bed and Breakfast licenses	$125.00	$125.00
Level 2 Pre-inspection for other license types	$250.00	$250.00
1st Reinspection	$116.00	$116.00
2nd Reinspection	$232.00	$232.00
3rd Reinspection	$348.00	$348.00
WEIGHTS AND MEASURES PROGRAM		
The yearly license fee shall be determined by dividing the actual costs of the weights and measures program by the number of weighing and measuring devices known to exist within the City's jurisdiction multiplied by the number of devices under the control of each person/business.		
Late Fee	10% of fee	10% of fee
2016 GENERAL PUBLIC HEALTH		
TSPOT Test	n/a	$75.00
Tuberculosis Skin Test	$20.00	$25.00
Adult Hepatitis A Vaccination	$45.00	$50.00
Adult Hepatitis B Vaccination	$50.00	$55.00
Influenza Vaccination	$30.00	$35.00
Radon Test Kit-short term	$10.00	$10.00
Radon Test Kit-long term	$30.00	$35.00
Bee Keeping Initial Permit (effective 12/7/15)	$30.00	$30.00
Bee Keeping Renewal Permit (effective 12/7/15)	$10.00	$10.00
Noise Variance Permit	$25.00	$30.00

Attachment: 2016-2017 Fees - Health Department (4213 : Resolution #15-142, Health Department Fee Schedule)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **City Attorney**

FROM: **Judith Schmidt-Lehman**

SUBJECT: **Resolution #15-143, Regarding De Pere Parks, Recreation and Forestry Recreation Programs, Swimming Pool and Community Center Fees 2016.**

ATTACHMENTS:

- Reso15-143 (DOCX)
- 2016 Fees - Facilities and Trees (PDF)
- 2016 Fees - Community Center (PDF)
- 2016 Fees - Recreation and Pools (PDF)

RESOLUTION #15-143

REGARDING DE PERE PARKS, RECREATION AND FORESTRY
RECREATION PROGRAMS, SWIMMING POOL AND
COMMUNITY CENTER FEES 2016

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council imposes the attached revised fees for such services as are to be provided by the De Pere Parks, Recreation and Forestry Department in 2016.

BE IT FURTHER RESOLVED THAT:

Such fees established hereunder shall be effective January 1, 2016.

BE IF FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 15th day of December, 2015.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana D. Ledvina, Clerk-Treasurer

Ayes ____

Nays ____

Attachment: Reso15-143 (4215 : Resolution #15-143, Regarding De Pere Parks, Recreation and Forestry Fees)

Parks and Facilities Rental Fees 2016
Tree Fees 2016

Park Shelters 2015	Resident for 2016	Non Resident for 2016	
Outdoor/Indoor Shelters (Friday, Saturday & Sunday)	$120.00	$140.00	
Outdoor/Indoor Shelters (Monday thru Thursday)	$50.00	$65.00	

Park and Facility Rental Fees	Non-Revenue Generating Organizations & De Pere Service Groups	Any Revenue Generating Organizations
Softball/Baseball Fields (per field)	$60.00 per day with lights	$120.00 per day + $25.00 for lights
Soccer/Football Fields (per field)	$35.00 per day with lights	$60.00 per day + $25.00 for lights
Tennis Courts (battery of 3 courts)	$30.00 per day	$120.00 per day
Boat Launches (ramps open to public)	$60.00 per day	$120.00 per day
Parks (only Fairgrounds, Legion, VFW & Voyageur Parks)	$180.00 per day; shelters extra charge	$360.00 per day; shelter extra charge
Swimming Pools	Contact department for availability and rates	

Fall/Spring Tree Planting 2016	Fee
Spring/Fall Tree Planting (Plus Tax)	$118.00

Permits	Fee
Canine Goose Patrol	no fee established
Possession of Intoxicating Liquor in Park	no fee established
Park Private Vendor Permit	$550.00
Plant Removal and Maintenance	no fee established
Permit to Trim Trees	no fee established
Permit to Prevent Access of Air and Water to Roots of Tree, Plant or Shrub in Public Highway or Place	no fee established
Attachment to Trees	to be established
Planting Trees on Streets	no fee established
Boat Launch - Annual Permit (established by separate resolution)	$30.00
Boat Launch - Additional Vehicle (established by separate resolution)	$5/vehicle
Boat Launch - Daily Permit (established by separate resolution)	$5.00
Revocable Occupany Permit for enroachment/obstructions upon park property	$26.00

Banner Placement	Fee
Claude Allouez Bridge Deposit	$100.00
Over Third and Reid Street Deposit	$100.00
Existing Poles in City Right of Way Deposit	$100.00

Attachment: 2016 Fees - Facilities and Trees (4215 : Resolution #15-143, Regarding De Pere Parks, Recreation and Forestry Fees)

De Pere Community Center
Fees 2015 - 2016

Room Reservations

	Current Resident Fee	Resident for 2016	Current Non-Resident	Non-Resident for 2016	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2016
Large Activity Rooms with Kitchens/Four Hour Rental	$145.00	$150.00	$175.00	$180.00		
Large Activity Rooms with Kitchens Full Day Rental	$225.00	$230.00	$275.00	$280.00		
Meeting Rooms/Four Hour Rental	$65.00	$70.00	$90.00	$95.00		
Meeting Rooms/Full Day Rental	$95.00	$100.00	$120.00	$125.00		
Meeting Rooms/Additional Hours					$17.00/hr	$20.00/hr
Large Activity Rooms/Additional Hours					$33.00/hr	$35.00/hr
Set up/Clean up Fee Per Hour					$50.00	$60.00
Call In Fee Per Time					$30.00	$40.00
Reservation Cancellation Fee Per Time					$20.00	$30.00
Security Deposit					Match Rental Fee	
Security Deposit for Non-Profit or Youth Organizations Flat Rate					$125.00	N/A

Storage Bins/Cabinets/Audio-Visual Equipment

	Current Resident Fee	Resident for 2016	Current Non-Resident	Non-Resident for 2016	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2016
Storage Bins 6 month minimum					$68.00	$70.00
Storage Bins Per Year					$136.00	$140.00
Bins Per Month					$8.00	$10.00
TV, VCR, DVD Player (Per Unit)					$12.00	$13.00
35mm Slide Projector (Per Unit)					$12.00	$13.00
Overhead Projector (Per Unit)					$12.00	$13.00
Cordless Microphone (Per Unit)					$12.00	$13.00
Conference Phone (Per Unit)					$12.00	$13.00
LCD Projector/digital Presenter (Per Unit)					$28.00	$30.00

De Pere Community Center
Fees 2015 - 2016

Contracted Rental Agreements						
	Current Fee	**Fee 2016**				
Brown County Per Month	$215.00	$236.00				
NWTC/Class/Rental for Rooms	$17.00	N/A				
NWTC/Class/Rental for Kitchens	$22.00	N/A				

Community Center Recreation Programs - YOUTH PROGRAMS						
	Current Resident Fee	**Resident for 2016**	**Current Non-Resident**	**Non-Resident for 2016**	**Current Resident/Non Resident Fee**	**Resident/Non Resident Fee 2016**
Program Cancellation Fee					$8.00	$8.50
Lego Engineering/Advanced Lego Engineering	$67.00	$70.00	$82.00	$85.00		
Legos for Littles	$49.00	$51.00	$64.00	$66.00		
Young Actors Workshop	$12.00	$13.00	$24.00	$26.00		
Movie and A …..	$12.00	$13.00	$24.00	$26.00		
Parents Night Out	$12.00	$13.00	$24.00	$26.00		
Holiday Workshops	$12.00	$13.00	$24.00	$26.00		
Holiday Treats Galore	$12.00	$13.00	$24.00	$26.00		
Hands Down Art	N/A	$13.00	N/A	$26.00		
Special Tea Parties	$14.00	$15.00	$28.00	$30.00		
Learning Tree Adventures	$126.00	$132.00	$141.00	$147.00		
Preschool Snippets for Little Explorers	$14.00	$15.00	$28.00	$30.00		
Kamp Kinder Adventure	$50.00	$53.00	$65.00	$68.00		
Creative Adventure Club	$38.00	$40.00	$53.00	$55.00		
Sports Galore	$25.00	$26.00	$40.00	$41.00		
Awesome Games	$25.00	$26.00	$40.00	$41.00		
Art Expressions	$38.00	$40.00	$53.00	$55.00		
Shake, Rattle & Roll	$29.00	$30.00	$44.00	$45.00		
Terrific Tots - Adventure in Exercise	$38.00	$40.00	$53.00	$55.00		
Tumblebees (8 weeks)	$26.00	$27.00	$41.00	$42.00		
Tumblebees (10 weeks)	$37.00	$39.00	$52.00	$54.00		
Tiny Tumblers (8 weeks)	$26.00	$27.00	$41.00	$42.00		
Tiny Tumblers (12 weeks)	$44.00	$46.00	$59.00	$61.00		
Tumbling (12 weeks)	$44.00	$46.00	$59.00	$61.00		
Tumbling Advanced (12 weeks)	$47.00	$49.00	$62.00	$64.00		
Little Yogis	$25.00	$26.00	$40.00	$41.00		

De Pere Community Center
Fees 2015 - 2016

Community Center Recreation Programs - YOUTH PROGRAMS cont'd	Current Resident Fee	Resident for 2016	Current Non-Resident	Non-Resident for 2016	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2016
Dance with Ribbons Camp	$12.00	$13.00	$24.00	$26.00		
Baton Twirling Clinic	$22.00	$23.00	$37.00	$38.00		
Twirl Team	$130.00	$136.00	$145.00	$151.00	*Costume fee included	
Spring Pom Clinic	$13.00	$14.00	$26.00	$28.00		
Summer Pom Clinic	$30.00	$32.00	$45.00	$47.00		
Pom & Dance	$105.00	$110.00	$120.00	$125.00	*Costume fee included	
ABC, 123 Dance with Me	$32.00	$28.00	$48.00	$43.00	*Changed # of weeks*	
Summer Dance Pre-Ballet (3-4 yrs)	$26.00	$27.00	$41.00	$42.00		
Summer Dance Tap/Ballet/Hip Hop/Jazz	$32.00	$34.00	$47.00	$49.00		

Adult/Senior Programs	Current Resident Fee	Resident for 2016	Current Non-Resident	Non-Resident for 2016	Current Resident Senior Citizen	Resident Senior Citizen 2016
Watercolor & Water Mixed Media *(New)*	$55.00	$55.00	$70.00	$70.00	$42.00	$42.00
Watercolor Group - A Painter's Paradise	N/A	$10.00	N/A	$20.00	N/A	$8.00
Art Workshops	$12.00	$13.00	$24.00	$26.00	$9.00	$10.00
Pen & Ink Workshop *(New in Dec.'15)*	$15.00	$15.00	$30.00	$30.00	$12.00	$12.00
Canvas & Company *(New)*	$25.00	$25.00	$40.00	$40.00	$22.00	$22.00
Sewing	$44.00	$46.00	$59.00	$62.00	$33.00	$35.00
Stained Glass	$44.00	$46.00	$59.00	$62.00	$33.00	$35.00
Studio Oil Paint	$70.00	$73.00	$85.00	$88.00	$53.00	$55.00
Beginning Computer Seminars	$9.00	$10.00	$18.00	$20.00	$7.00	$8.00
Social Dance - Ballroom (10 weeks)	$38.00	$40.00	$53.00	$55.00	$29.00	$30.00
Social Dance - Semi-Private (5 weeks)	$35.00	$37.00	$50.00	$52.00	$27.00	$28.00
Yoga (7 weeks)	$35.00	$38.00	$50.00	$53.00	$27.00	$29.00
Yoga (6 weeks)	$30.00	$33.00	$45.00	$48.00	$23.00	$25.00
Yogis in the Park	$28.00	$30.00	$43.00	$45.00	-	-
Chair Flow Yoga	N/A	$40.00	N/A	$55.00	N/A	$30.00
PiYo Core *(changed to 50 min. classes)*	$38.00	$38.00	$53.00	$53.00	$29.00	$29.00
Hooping and More for Your Core	$25.00	$26.00	$40.00	$41.00	$19.00	$20.00
20/20/20	$38.00	$40.00	$53.00	$55.00	$29.00	$30.00
20/20/20 (6 weeks)	$33.00	$35.00	$48.00	$50.00	$25.00	$26.00

De Pere Community Center
Fees 2015 - 2016

Adult/Senior Programs cont'd	Current Resident Fee	Resident for 2016	Current Non-Resident	Non-Resident for 2016	Current Resident Senior Citizen	Resident Senior Citizen 2016
Zumba/Zumba Gold (6 weeks)	$23.00	$24.00	$38.00	$39.00	$18.00	$18.00
Zumba/Zumba Gold (7 weeks)	$25.00	$26.00	$40.00	$41.00	$19.00	$20.00
	Current Resident/ Non Resident Fee	Resident/ Non Resident Fee 2016				
Senior Picnic	$3.00	N/A				
Cribbage Tournament	$24.00	N/A				

Kidz Zone	Current Resident Fee	Resident for 2016	Current Non-Resident	Non-Resident for 2016	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2016
Registration Fee					$25.00	N/A
Cancellation Fee 2 week notice (retain fee for 2 weeks)						
Early Release Days Per Participant					$14.00	$15.00
All Fees for Kidz Zone are per participant/per week						
Full Time (4-5 days a week) Before School					$38.00	$40.00
Full Time (4-5 days a week) After School					$44.00	$46.00
Full Time (4-5 days a week) Before & After School					$74.00	$78.00
Part-Time (3 days or less a week) Before School					$25.00	$26.00
Part-Time (3 days or less a week) After School					$31.00	$33.00
Part-Time (3 days or less a week) Before & After School					$55.00	$58.00
Kid's Day Camps	$29.00	$30.00	$44.00	$45.00		
Birthday Parties ($90 minimum)					$14.00/child	$15.00/child

De Pere Community Center
Fees 2015 - 2016

Summer Camp	Current Resident Fee	Resident for 2016	Current Non-Resident	Non-Resident for 2016	Current Resident/Non Resident Fee	Resident/Non Resident Fee 2016
Registration Fee Per Participant					$25.00	N/A
Cancellation Fee for one week/Per Participant (with 2 week notice)					$33.00	$35.00
Cancellation Fee for all additional weeks/Per Participant (with 2 week notice)					$55.00	$58.00
Weekly Camp Fee	$132.00	$138.00	$147.00	$153.00		
Half Day/4th of July Week	$105.00	$115.00	$120.00	$130.00		

Summer Playgrounds					Current Resident/Non Resident Fee	Resident/Non Resident Fee 2016
Playground Program					$12.00	$15.00
Ice Cream Socials					$1.50	N/A
Youth Night Swims					$3.50	$3.75
Summer Carnival					$0.20	N/A

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

2016 Increase fee 5% as per budget

Adult Leagues

	Resident	Non-Resident	Team Fee
Kickball	$20.00	$42.00	$127.00
Softball-Summer	$37.00	$62.00	$225.00
Softball-Fall	$20.00	$42.00	$127.00
Basketball	$37.00	$62.00	$225.00

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

	Resident	Non-Resident	R-Senior Citizen (25% discount off Resident Fee)
Boot Camp (1 hour 1x/week)	$22.00	$37.00	$17
LazyMan Triathlon	$11.00	$16.00	N/A

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

	Resident	Non-Resident	R-Senior Citizen (25% discount off Resident Fee)
Baby and Me Swim Lessons	$20.00	$35.00	N/A
Water Aerobics - Syble Hopp	$36.00	$51.00	$27

Attachment: 2016 Fees - Recreation and Pools (4215 : Resolution #15-143, Regarding De Pere Parks, Recreation and Forestry Fees)

Summer Pools

General Admission Tickets	Resident	Non-Resident	R-Senior Citizen (25% discount off Resident Fee)
Baby Pool	$1.50	$2.75	N/A
Single	$4.25	$7.25	N/A
Family	$12.50	$18.50	N/A
Family Swim			
Baby Pool	$0.75	$1.25	N/A
Single	$2.25	$3.75	N/A
Family	$6.25	$9.25	N/A
Pre-Season Swim Passes			
Baby	$19.00	$38.00	N/A
Single	$49.00	$68.00	N/A
Senior	$37.00	N/A	N/A
Family	$75.00	$92.00	N/A
Caregiver	$21.00	$26.00	N/A
In-Season Swim Passes			
Baby	$38.00	$38.00	N/A
Single	$68.00	$68.00	N/A
Senior	$37.00	$37.00	N/A
Family	$92.00	$92.00	N/A
Caregiver	$26.00	$26.00	N/A
Water Fitness Classes			
Shallow Water Aerobics (3 week sessions)	$35.00	$50.00	$26
Rise And Shine Water Aerobics	$53.00	$68.00	$40
Swim Lessons			
Swim Lessons (3 week)	$35.00	$50.00	N/A
9-Week Swim Lessons	$26.00	$41.00	N/A
Private Lessons			
4- 30 minute lessons	$76.00	$91.00	$57
8- 30 minute lessons	$139.00	$154.00	$104
Lap Swim			
Pre-Season Pass/Lap Swim	$35.00	$50.00	$26
In-Season	$53.00	$68.00	$40
One time	$3.75	$5.75	N/A

Pool Rentals--see separate pool schedule for rentals

Attachment: 2016 Fees - Recreation and Pools (4215 : Resolution #15-143, Regarding De Pere Parks, Recreation and Forestry Fees)

Youth/Adult/Family Programs

Youth Rec Night	Resident	Non-Resident	R-Senior Citizen (25% discount off Resident Fee)
Day Pass	$3.75	$5.75	N/A
Season Pass	$25.00	$40.00	N/A
Youth Dance			
45 Minute Classes	$143.00	$158.00	N/A
30 Minute Classes	$119.00	$134.00	N/A
Intro to Dance - no costume fee	$30.00	$45.00	N/A
Martial Arts (priced for 7 week class-adjusted accordingly for classes that aren't 7 weeks)			
Tae Kwon Do	$26.00	$41.00	$20
Little Ninjas	$19.00	$34.00	N/A
Tai Chi	$21.00	$36.00	$16
Tennis			
Tennis Lessons - Youth	$27.00	$42.00	N/A
Tennis 101	$34.00	$49.00	$26
Adult Tennis League	$19.00	$34.00	$14
High School Tennis League	$27.00	$42.00	N/A
Youth Tennis Tournament (dbl elim)	$12/singles	$16/doubles	N/A
10 and Under	$20.00	$35.00	N/A
Youth Sports			
Grade School GridIron	$39.00	$54.00	N/A
Kindergarten Gridiron	$25.00	$40.00	N/A
Parkour	$35.00	$50.00	N/A

Other Park, Recreation and Forestry Fees

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

Attachment: 2016 Fees - Recreation and Pools (4215 : Resolution #15-143, Regarding De Pere Parks, Recreation and Forestry Fees)

Parks and Facilities Rental Fees

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

Attachment: 2016 Fees - Recreation and Pools (4215 : Resolution #15-143, Regarding De Pere Parks, Recreation and Forestry Fees)

Pool Rental Fee Schedule				
Number of Patrons	**1 hour rental**	**2 hour rental**	**3 hour rental**	**4 hour rental**
1-60	$144.00	$213.00	$284.00	$353.00
61-136	$179.00	$266.00	$353.00	$439.00
137-236	$213.00	$318.00	$422.00	$526.00
237-336	$248.00	$376.00	$503.00	$530.00
*Non-residents add $50 to rental cost.				

Attachment: 2016 Fees - Recreation and Pools (4215 : Resolution #15-143, Regarding De Pere Parks, Recreation and Forestry Fees)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Shana Ledvina**

SUBJECT: **Consider Community Service Grant Application.**

ATTACHMENTS:

- Comm Serv Grant App 12-01-2015 (PDF)

Attachment: Comm Serv Grant App 12-01-2015 (4162 : Consider Community Service Grant Application.)

RECEIVED
NOV 17 2015
DE PERE
CITY CLERK

City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:	N.E.W. Master Gardener Volunteer Association		
Grant Applicant Name:	Claudia Schultz	Email address:	cxsdia@gmail.com
Physical Address:	806 N. Broadway DePere, WI		
Phone Number:	920-336-0030	Alt. Phone Number:	920-680-2347
Date:	Nov. 17, 2015	Program Title:	Riverwalk / Wildlife Viewing Pier Native Garden

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **T** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed $300.00.

PROJECT OUTLINE

Description:

This project was started in the spring of 2015. Our MG team planted over 1200 native plants on a little more than half of the almost 2000 square foot strip of land south of the locktender's house. Next summer we hope to finish the entire strip plus about 200 square feet north of the locktender's house.

Our objective is to provide an aesthetically pleasing natural landscape that is appropriate to the place, rather than a traditional landscape in which often enough, the place has to change to accomodate the plants. Once established, native plants do not need pesticides, fertilizers, or watering. They have evolved to grow in local conditions.

Attachment: Comm Serv Grant App 12-01-2015 (4162 : Consider Community Service Grant Application.)

1ST GOAL/OBJECTIVE

Description:

Our first goal is to continue to create a native garden in a short and showy prairie style mixture of native forbs and grasses. This goal can be accomplished in the 2016 May to September growing season. We have a team of 18 MG volunteers who are dedicated to this project. The citizens of DePere will benefit by seeing an unattractive area be transformed into a neighborhood asset.

2ND GOAL/OBJECTIVE

Description:

Our second goal is to plant approximately 1000 additional native plants in the remaining strip of land both south and 20 feet north of the locktender's house. We could purchase 85 plants at Stone Silo Native Nursery ($3.50 each) with the $300.00 City of DePere grant. We are expecting additional funding from both N.E.W. Master Gardener Assoc and the FRNSA. The rest of the needed plants will be grown at home by MG team members or dug out of our personal backyard prairies.

3RD GOAL/OBJECTIVE

Description:

Our third goal is to start a small core of volunteer weeders from nearby apartment buildings. They will be trained to identify and remove weeds. We hope to have one weeding "party" per week. As a benefit the volunteers would acquire gardening skills and learn about the natural world. They would get satisfaction in supporting a public garden. The volunteers would gain a sense of solidarity, meet new friends and gain pride in participating in a community resource.

Attachment: Comm Serv Grant App 12-01-2015 (4162 : Consider Community Service Grant Application.)

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): Claudia Schultz Date:

Printed Name (Group Representative): Claudia Schultz

H:\lrenier\Misc\Community Service Grant Application - revised dates per Char 10-5-10.doc

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Shana Ledvina**

SUBJECT: **Appointment of Election Officials for 2016-2017 Elections.**

Recommendation to the Honorable Mayor and Members of the Common Council as submitted by the Clerk-Treasurer of the City of De Pere:

Pursuant to Section 7.30(4), Wisconsin State Statutes, attached is a list of Election Officials recommended for appointment for the 2016-2017 Election Cycle.

Respectfully Submitted,

Shana Ledvina, Clerk-Treasurer

ATTACHMENTS:

- 2016-2017 poll worker list final for council (PDF)
- Democratic Party submission (PDF)
- Republican Party submission (PDF)

City of De Pere, Brown County, Wisconsin Clerk-Treasurer's List of Election Inspector Appointments
January 1, 2016 - December 31, 2017

Last Name	First Name	Party Affiliation
Albers	Joanne M.	Democratic
Ambrosius	Shirley M.	Democratic
Arnold	Holly	Republican
Augustian	Delores A.	Unaffiliated
Baeten	Julie A.	Unaffiliated
Bain	Mildred C.	Unaffiliated
Boice	Jan	Republican
Bragelman	Michael T.	Unaffiliated
Bragelman	Judith B.	Unaffiliated
Brennan	Patricia	Republican
Brooks	Ann	Republican
Calaway*	Margaret	Unaffiliated
Coenen	Janice	Unaffiliated
Danen	Betty	Democratic
Day	Dennis R.	Unaffiliated
De Vleeshower	Mary J.	Democratic
Dorn*	Barbara E.	Democratic
Erickson	Dorothy	Republican
Florack	Barbara C.	Democratic
Gagnon	Joseph A.	Republican
Gagnon	Mary	Republican
Gause	Robert	Republican
Gause	Julie	Republican
Goff	Sue M.	Republican
Graham	Mary	Democratic
Graham*	Dennis	Democratic
Hayward	Eileen	Democratic
Hoeft	Paul	Republican
Hofman	Sue M.	Unaffiliated
James	Joan	Unaffiliated
Jansen	Bernice M.	Unaffiliated
Jensen	Niels	Unaffiliated
Karcz*	Sherry A.	Unaffiliated
Kavalkovich	John	Unaffiliated
Kempen	Patricia M.	Unaffiliated
Kiley	Kathleen Ann	Democratic
Knitter	Jean	Unaffiliated
Koop	Sharon	Unaffiliated
Lang	Phyllis	Unaffiliated
Lehnert	Glen	Democratic
Letourneau	Roger	Unaffiliated
Maes*	Carol L.	Unaffiliated
McGee	Mary	Republican
Meyers	John K.	Unaffiliated
Mullins*	Susan	Republican
Neidenbach	Jeanne	Unaffiliated

Attachment: 2016-2017 poll worker list final for council (4163 : Appointment of Election Officials for 2016-2017 Elections.)

City of De Pere, Brown County, Wisconsin Clerk-Treasurer's List of Election Inspector Appointments
January 1, 2016 - December 31, 2017

Last Name	First Name	Party Affiliation
Nelson	Roger W.	Democratic
Neph	Linda	Unaffiliated
Peters	Carol M.	Unaffiliated
Picard	Dawn	Unaffiliated
Prust	David	Republican
Roemaat	Ann M.	Unaffiliated
Rohde	Kathy L.	Democratic
Sabin*	Guy	Republican
Sacho	Phyllis L.	Democratic
Sands	Susan K.	Unaffiliated
Sausen	Marilyn	Democratic
Schierl	Carol	Republican
Schlender	Janice L.	Unaffiliated
Schweitzer	Rose Ann	Unaffiliated
Siebers	Nancy Mary	Unaffiliated
Smits	Georgiana J.	Unaffiliated
Stein	Mary E.	Unaffiliated
Switzer	Jane	Democratic
Switzer	John	Democratic
Tomchek	Steven	Democratic
Toonen	Carol A.	Unaffiliated
Trochil	Clarence	Democratic
Trochil	Joan	Democratic
Urick	Lisa	Republican
Van Grunsven	Joan M.	Unaffiliated
Van Remortel	Mary Jane	Unaffiliated
Vandelist	Bridjet	Unaffiliated
Vanden LangenBerg	Donald J.	Unaffiliated
Vanderkelen	Dorothy G.	Unaffiliated
Vandeurzen	Joe	Republican
Verhagen*	Sandra Lee	Unaffiliated
Voigt	Diane R.	Unaffiliated
Waise	Cheryl K.	Republican
Wellens	Helen M.	Democratic
Willems	Mary Ann	Unaffiliated
Williams	Joe A.	Democratic

Attachment: 2016-2017 poll worker list final for council (4163 : Appointment of Election Officials for 2016-2017 Elections.)

Attachment: Democratic Party submission (4163 : Appointment of Election Officials for 2016-2017

Democratic Party
of Brown County

www.browncountydems.com

November 19, 2015

Dear Clerk,

As the Chair of the Democratic Party of Brown County it is both my honor and my duty, under Wisconsin Law [7.30(4)], to nominate poll workers to help administer our elections.

Attached is my list of nominees.

Please know I have made good faith efforts to contact these individuals to ascertain they wish to continue as poll workers. Also, please understand that this effort to appoint hundreds of poll workers serving the 24 municipalities throughout the county sometimes results in information not reaching me in a timely manner. I would therefore appreciate it if you would advise me if any of my nominees indicate they are unwilling to serve on a permanent basis. I will then endeavor to make additional nominations.

Thank you for your all your work in ensuring our election process is open, accurate and fair.

Yours sincerely,

Mary Ginnebaugh

Mary Ginnebaugh
Chair, Democratic Party of Brown County

City Clerk - Shona Defruet - City of De Pere
335 S Broadway
De Pere WI 54115

Democratic Party Poll Worker Nminations - City of De Pere - November 2015

First Name	Last Name	Street	City Zip
Joanne M.	Albers	617 S. 6th Street	De Pere, WI 54115
Shirley M.	Ambrosius	1103 Outward Ave	De Pere, WI 54115
Betty A.	Danen	1714 Mayfair Street	De Pere, WI 54115
Mary J.	De Vleeshower	800 Jordan Road	De Pere, WI 54115
Barbara E.	Dorn	1292 Crown Court #3	De Pere, WI 54115
Barbara C.	Florack	2083 Lost Dauphin Road	De Pere, WI 54115
Dennis	Graham	627 N. Huron St	De Pere, WI 54115
Mary	Graham	627 N. Huron St	De Pere, WI 54115
Eileen	Hayward	930 St. Joseph Street	De Pere, WI 54115
Kathleen Ann	Kiley	915 Silver Street	De Pere, WI 54115
Glen	Lehnert	133 Scout Way	De Pere, WI 54115
Laurie	Lindberg	631 N. Broadway	De Pere, WI 54115
Roger W.	Nelson	413 Moonglow Drive	De Pere, WI 54115
Kathy L.	Rohde	2130 Lost Dauphin Road Unit 5N	De Pere, WI 54115
Phyllis L.	Sacho	235 S. Webster Ave	De Pere, WI 54115
Marilyn C.	Sausen	2013 Charles Street	De Pere, WI 54115
Jane M.	Switzer	1651 Rusk Street	De Pere, WI 54115
John	Switzer	1651 Rusk Street	De Pere, WI 54115
Steven D.	Tomchek	1040 S. 6th Street	De Pere, WI 54115
Clarence L.	Trochil	2108 Pigeon Court	De Pere, WI 54115
Joan E.	Trochil	2108 Pigeon Court	De Pere, WI 54115
Helen M.	Wellens	1910 Ledgeview Road	De Pere, WI 54115
Joe A.	Williams	1712 Merrill Street	De Pere, WI 54115

Attachment: Democratic Party submission (4163 : Appointment of Election Officials for 2016-2017

Attachment: Republican Party submission (4163 : Appointment of Election Officials for 2016-2017

The Republican Party of Brown County
P. O. Box 5202
De Pere, Wisconsin 54115
www.bcrepublicans.net

November 15, 2015

Michael J. Walsh
President
City of De Pere
335 S. Broadway
DePere, WI 54115

Dear President Walsh:

Pursuant to Wisconsin Statute SS 7.30(4), the Republican Party of Brown County may submit a certified list of election inspector nominees to each municipal governing body in Brown County. As the Brown County Republican Party Chair, I nominate the attached list of individuals to serve as an election inspector for your municipality for the calendar years of 2016 and 2017.

The Republican Party has worked diligently to comply with the Wisconsin State Statutes related to this responsibility as a Republican Party county organization. By providing this attached list of qualified Election Inspectors, we are proud to helping ensure that Wisconsin's elections remain open, fair and transparent.

Sincerely,

Marian E. Krumberger
Chairwoman
Brown County Republican Party

Adam Funk
Secretary
Brown County Republican Party

cc: Shana L. Defnet
Municipal Clerk

Attachment: Republican Party submission (4163 : Appointment of Election Officials for 2016-2017

De Pere

Holly Arnold 1709 Chicago Street, De Pere 54115	920-330-0272
Jan Boice 902 Robin Street, De Pere 54115	920-351-3081
Patricia Brennan 1737 Jonathan Court De Pere 54115	920-336-6315
Ann Brooks 1027 Wishart Avenue, De Pere 54115	920-336-3859
Dorothy Erickson 1925 Shelley Court 54115	920-336-2058
Joseph Gagnon 1815 South Sunkist Circle, De Pere 54115	920-336-2192
Bob Gause 1614 Zita Street De Pere 54115	920-983-9446
Julie Gause 1614 Zita Street De Pere 54115	920-983-9446
Sue Goff 1470 Silverstone Trail De Pere 54115	920-819-3400
Paul Hoeft 711 Waubaunuqua Trail De Pere 54115	920-336-1110
Mary McGee 810 East River Drive #F De Pere 54115	920-336-7174
Susan Mullins 324 South 9th Street De Pere 54115	920-351-0168
David Prust 1850 Lemon Lane, De Pere 54115	920-336-4146
Guy Sabin 1762 Corvallis Court, De Pere 54115	920-336-8271
Carol Schierl 1815 Rainbow Avenue, De Pere 54115	920-336-9592
Lisa Urick 1989 Tyler Lane, De Pere 54115	920-347-0747
Cheryl Waise 1402 Merrill Street, De Pere 54115	920-336-5629
Mary Gagnon 1815 South Sunkist Circle, De Pere 54115	920-336-2192
Joe Vandeurzen 713 Eau Pleine Court, De Pere 54115	920-336-7638 920-680-6086

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Shana Ledvina**

SUBJECT: **Voucher Approval.**

ATTACHMENTS:

- 12-15-15 VOUCHERS (PDF)

PACKET: 04987 DEC 2015 COUNCIL 2 12-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2982	ALL CITY COMMUNICATIONS							
	I-4699567-120115	ALL CITY COMMUNICATIONS	R	12/15/2015		184.14CR	077070	184.14
0007	AMBROSIUS SALES & SERVICE							
	I-97383	AMBROSIUS SALES & SERVICE	R	12/15/2015		3.37CR	077071	3.37
5604	AURORA BAYCARE MED CTR LLC							
	I-TT249	AURORA BAYCARE MED CTR LLC	R	12/15/2015		619.55CR	077072	619.55
6842	BADGER SPORTING GOODS CO., INC.							
	I-AAO003385-AA01	BADGER SPORTING GOODS CO., INC	R	12/15/2015		378.79CR	077073	378.79
0020	BADGERLAND PRINTING INC							
	I-26804	BADGERLAND PRINTING INC	R	12/15/2015		120.50CR	077074	120.50
0023	BATTERIES PLUS LLC							
	I-501-473594	BATTERIES PLUS LLC	R	12/15/2015		15.75CR	077075	
	I-501-476355	BATTERIES PLUS LLC	R	12/15/2015		108.95CR	077075	
	I-501-476500	BATTERIES PLUS LLC	R	12/15/2015		104.15CR	077075	
	I-EC0000702425-01	BATTERIES PLUS LLC	R	12/15/2015		89.44CR	077075	318.29
0027	BAY TOWEL INC							
	I-2080750	BAY TOWEL INC	R	12/15/2015		45.16CR	077076	
	I-2080751	BAY TOWEL INC	R	12/15/2015		75.93CR	077076	
	I-2082791	BAY TOWEL INC	R	12/15/2015		132.27CR	077076	
	I-2084249	BAY TOWEL INC	R	12/15/2015		45.16CR	077076	
	I-2084250	BAY TOWEL INC	R	12/15/2015		75.93CR	077076	
	I-2087772	BAY TOWEL INC	R	12/15/2015		74.28CR	077076	448.73
0025	BAYCOM INC							
	I-EQUIPINV-000234	BAYCOM INC	R	12/15/2015		38.50CR	077077	38.50
7225	BECHER HOPPE							
	I-19217	BECHER HOPPE	R	12/15/2015		11,759.67CR	077078	11,759.67
7067	BEST STUMP GRINDING LLC							
	I-12012015	BEST STUMP GRINDING LLC	R	12/15/2015		248.00CR	077079	248.00
0038	BROADWAY AUTOMOTIVE INC							
	I-329739P	BROADWAY AUTOMOTIVE INC	R	12/15/2015		190.08CR	077080	190.08
0039	BROOKS TRACTOR INC							
	I-D43140	BROOKS TRACTOR INC	R	12/15/2015		78.94CR	077081	78.94

Attachment: 12-15-15 VOUCHERS (4225 : Voucher Approval.)

PACKET: 04987 DEC 2015 COUNCIL 2 12-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2984	BROWN COUNTY TREASURER							
	I-2015-00000024B	BROWN COUNTY TREASURER	R	12/15/2015		1,815.12CR	077082	1,815.12
0115	CARQUEST AUTO PARTS LLC							
	I-6339-215498	CARQUEST AUTO PARTS LLC	R	12/15/2015		25.77CR	077083	25.77
0536	CDW GOVERNMENT INC							
	I-BFB0501	CDW GOVERNMENT INC	R	12/15/2015		64.24CR	077084	
	I-BFB5036	CDW GOVERNMENT INC	R	12/15/2015		2.16CR	077084	
	I-BGL9889	CDW GOVERNMENT INC	R	12/15/2015		561.59CR	077084	627.99
6739	CTW CORP							
	I-201512075384	CTW CORP	R	12/15/2015		1,000.00CR	077085	
	I-22968	CTW CORP	R	12/15/2015		3,389.00CR	077085	4,389.00
0554	DAVIS & KUELTHAU SC TRUST ACCOUNT							
	I-399114	DAVIS & KUELTHAU SC TRUST ACCO	R	12/15/2015		132.50CR	077086	132.50
6946	DEAN ENTERPRISES LLC							
	I-D33712	DEAN ENTERPRISES LLC	R	12/15/2015		103.50CR	077087	103.50
7306	JUSTIN DESTARKEY							
	I-747210	JUSTIN DESTARKEY	R	12/15/2015		480.00CR	077088	
	I-747213	JUSTIN DESTARKEY	R	12/15/2015		224.00CR	077088	704.00
7249	DLZ							
	I-135073	DLZ	R	12/15/2015		310.80CR	077089	310.80
0331	FERGUSON WATERWORKS #1476 INC							
	I-187135	FERGUSON WATERWORKS #1476 INC	R	12/15/2015		440.00CR	077090	
	I-187139	FERGUSON WATERWORKS #1476 INC	R	12/15/2015		160.00CR	077090	600.00
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-14867	FIRE APPARATUS & EQUIPMENT INC	R	12/15/2015		15.67CR	077091	15.67
5481	FIRST AYD							
	I-735668	FIRST AYD	R	12/15/2015		208.32CR	077092	208.32
0200	FIRST SUPPLY GREEN BAY LLC							
	I-4181934-00	FIRST SUPPLY GREEN BAY LLC	R	12/15/2015		7.57CR	077093	7.57
0105	FOX SPECIALITY COMPANY							
	I-31877	FOX SPECIALITY COMPANY	R	12/15/2015		71.68CR	077094	71.68

Attachment: 12-15-15 VOUCHERS (4225 : Voucher Approval.)

PACKET: 04987 DEC 2015 COUNCIL 2 12-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7079	G & O THERMAL SUPPLY COMPANY							
	I-985248	G & O THERMAL SUPPLY COMPANY	R	12/15/2015		72.80CR	077095	72.80
2544	GLOBAL RECOGNITION INC							
	I-152876	GLOBAL RECOGNITION INC	R	12/15/2015		95.90CR	077096	95.90
0116	GRAINGER INC							
	I-9885219031	GRAINGER INC	R	12/15/2015		94.68CR	077097	
	I-9886433136	GRAINGER INC	R	12/15/2015		35.53CR	077097	
	I-9887515238	GRAINGER INC	R	12/15/2015		85.79CR	077097	
	I-9888354801	GRAINGER INC	R	12/15/2015		123.85CR	077097	
	I-9889681053	GRAINGER INC	R	12/15/2015		4.23CR	077097	
	I-9889681061	GRAINGER INC	R	12/15/2015		129.01CR	077097	473.09
4902	HALRON LUBRICANTS INC							
	I-798415-00	HALRON LUBRICANTS INC	R	12/15/2015		1,403.49CR	077098	1,403.49
3521	HD SUPPLY WATERWORKS LTD							
	I-E828363	HD SUPPLY WATERWORKS LTD	R	12/15/2015		732.72CR	077099	732.72
5484	HYDROCORP INC							
	I-37529-IN	HYDROCORP INC	R	12/15/2015		3,325.00CR	077100	3,325.00
1399	INDOFF INC							
	C-2720799	INDOFF INC	R	12/15/2015		46.38	077101	
	C-2720800	INDOFF INC	R	12/15/2015		12.19	077101	
	I-2717678	INDOFF INC	R	12/15/2015		82.78CR	077101	
	I-2718234	INDOFF INC	R	12/15/2015		207.94CR	077101	
	I-2720015	INDOFF INC	R	12/15/2015		15.97CR	077101	
	I-2720016	INDOFF INC	R	12/15/2015		113.98CR	077101	
	I-2720801	INDOFF INC	R	12/15/2015		124.80CR	077101	
	I-2722001	INDOFF INC	R	12/15/2015		77.99CR	077101	564.89
7114	JONES SIGN CO INC.							
	I-15-14 (2)	JONES SIGN CO INC.	R	12/15/2015		29,725.00CR	077102	29,725.00
1276	JX ENTERPRISES INC							
	C-D-253290121	JX ENTERPRISES INC	R	12/15/2015		1,160.26	077103	
	C-D-253340023	JX ENTERPRISES INC	R	12/15/2015		520.00	077103	
	I-D-253230065	JX ENTERPRISES INC	R	12/15/2015		1,160.26CR	077103	
	I-D-253240090	JX ENTERPRISES INC	R	12/15/2015		988.18CR	077103	
	I-D-253290098	JX ENTERPRISES INC	R	12/15/2015		2.88CR	077103	
	I-D-253290119	JX ENTERPRISES INC	R	12/15/2015		29.76CR	077103	
	I-D-253340001	JX ENTERPRISES INC	R	12/15/2015		1,164.34CR	077103	
	I-D-253380107	JX ENTERPRISES INC	R	12/15/2015		2.88CR	077103	1,668.04

Attachment: 12-15-15 VOUCHERS (4225 : Voucher Approval.)

PACKET: 04987 DEC 2015 COUNCIL 2 12-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0149	KIMCO ENGRAVING INC							
	I-27892	KIMCO ENGRAVING INC	R	12/15/2015		14.50CR	077104	14.50
3140	KUNDINGER FLUID POWER INC							
	C-RMA1350274	KUNDINGER FLUID POWER INC	R	12/15/2015		762.29	077105	
	I-50358961	KUNDINGER FLUID POWER INC	R	12/15/2015		945.16CR	077105	182.87
0159	LEXIS NEXIS INC							
	I-1511250854	LEXIS NEXIS INC	R	12/15/2015		214.00CR	077106	214.00
0373	MACHINE SERVICE INC							
	I-1253290043	MACHINE SERVICE INC	R	12/15/2015		247.64CR	077107	247.64
0163	MCC INC							
	I-15-07 (4)	MCC INC	R	12/15/2015		316,390.77CR	077108	316,390.77
0173	MENARDS INC							
	I-73474	MENARDS INC	R	12/15/2015		154.27CR	077109	
	I-74241	MENARDS INC	R	12/15/2015		33.16CR	077109	
	I-74316	MENARDS INC	R	12/15/2015		257.59CR	077109	
	I-74878	MENARDS INC	R	12/15/2015		86.33CR	077109	
	I-74949	MENARDS INC	R	12/15/2015		36.52CR	077109	
	I-74951	MENARDS INC	R	12/15/2015		867.26CR	077109	1,435.13
0076	NASSCO INC							
	I-S1977760.001	NASSCO INC	R	12/15/2015		216.63CR	077110	216.63
3191	NIELSON COMMUNICATIONS INC							
	I-AT10319	NIELSON COMMUNICATIONS INC	R	12/15/2015		49.90CR	077111	49.90
0531	NORTHEAST AUTO PARTS INC							
	C-307005	NORTHEAST AUTO PARTS INC	R	12/15/2015		8.64	077112	
	I-306667	NORTHEAST AUTO PARTS INC	R	12/15/2015		22.49CR	077112	
	I-306692	NORTHEAST AUTO PARTS INC	R	12/15/2015		71.49CR	077112	
	I-306732	NORTHEAST AUTO PARTS INC	R	12/15/2015		46.67CR	077112	
	I-306739	NORTHEAST AUTO PARTS INC	R	12/15/2015		99.98CR	077112	
	I-306750	NORTHEAST AUTO PARTS INC	R	12/15/2015		133.48CR	077112	
	I-306839	NORTHEAST AUTO PARTS INC	R	12/15/2015		12.58CR	077112	
	I-306863	NORTHEAST AUTO PARTS INC	R	12/15/2015		4.39CR	077112	
	I-306866	NORTHEAST AUTO PARTS INC	R	12/15/2015		111.49CR	077112	
	I-306867	NORTHEAST AUTO PARTS INC	R	12/15/2015		12.99CR	077112	
	I-306900	NORTHEAST AUTO PARTS INC	R	12/15/2015		14.90CR	077112	
	I-306919	NORTHEAST AUTO PARTS INC	R	12/15/2015		30.30CR	077112	
	I-307004	NORTHEAST AUTO PARTS INC	R	12/15/2015		8.69CR	077112	560.81

Attachment: 12-15-15 VOUCHERS (4225 : Voucher Approval.)

PACKET: 04987 DEC 2015 COUNCIL 2 12-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0187	NSIGHT TELSERVICES							
	I-201512075385	NSIGHT TELSERVICES	R	12/15/2015		64.40CR	077113	64.40
0194	OLSON TRAILER & BODY LLC							
	I-70873	OLSON TRAILER & BODY LLC	R	12/15/2015		156.60CR	077114	156.60
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-163030	OSHKOSH FIRE & POLICE EQUIPMEN	R	12/15/2015		210.00CR	077115	210.00
0197	PACKER CITY INTERNATIONAL INC							
	I-X101033958:01	PACKER CITY INTERNATIONAL INC	R	12/15/2015		194.06CR	077116	
	I-X101033976:01	PACKER CITY INTERNATIONAL INC	R	12/15/2015		60.12CR	077116	
	I-X101034053:01	PACKER CITY INTERNATIONAL INC	R	12/15/2015		115.94CR	077116	
	I-X101034127:01	PACKER CITY INTERNATIONAL INC	R	12/15/2015		139.90CR	077116	
	I-X101034165:01	PACKER CITY INTERNATIONAL INC	R	12/15/2015		139.90CR	077116	649.92
4476	PAUL CONWAY SHIELDS CORP							
	I-374007-IN	PAUL CONWAY SHIELDS CORP	R	12/15/2015		94.29CR	077117	94.29
3202	PHYSIO-CONTROL INC							
	I-116058087	PHYSIO-CONTROL INC	R	12/15/2015		55.48CR	077118	55.48
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-61260	PM SUPPLY - WRIGHT INDUSTRIAL	R	12/15/2015		457.50CR	077119	
	I-61279	PM SUPPLY - WRIGHT INDUSTRIAL	R	12/15/2015		312.10CR	077119	769.60
0208	POMP'S TIRE SERVICE INC							
	I-1010034362	POMP'S TIRE SERVICE INC	R	12/15/2015		1,140.00CR	077120	
	I-90028146	POMP'S TIRE SERVICE INC	R	12/15/2015		75.50CR	077120	
	I-90028187	POMP'S TIRE SERVICE INC	R	12/15/2015		60.00CR	077120	
	I-90028254	POMP'S TIRE SERVICE INC	R	12/15/2015		26.95CR	077120	1,302.45
6948	RAY'S TIRE							
	I-3-35211	RAY'S TIRE	R	12/15/2015		801.98CR	077121	801.98
4864	SAM'S CLUB							
	I-8010	SAM'S CLUB	R	12/15/2015		24.56CR	077122	24.56
2953	SHERWIN INDUSTRIES INC							
	I-SS063286	SHERWIN INDUSTRIES INC	R	12/15/2015		180.36CR	077123	180.36
3545	SHORT ELLIOTT HENDRICKSON INC							
	I-306699	SHORT ELLIOTT HENDRICKSON INC	R	12/15/2015		3,524.77CR	077124	3,524.77

Attachment: 12-15-15 VOUCHERS (4225 : Voucher Approval.)

PACKET: 04987 DEC 2015 COUNCIL 2 12-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1446	SNAP ON INDUSTRIAL							
	I-ARV/27389204	SNAP ON INDUSTRIAL	R	12/15/2015		44.18CR	077125	44.18
0255	STELLPFLUG LAW SC							
	I-406-01M (239)	STELLPFLUG LAW SC	R	12/15/2015		670.50CR	077126	670.50
0262	TEMPERATURE SYSTEMS INC							
	I-2451029-00	TEMPERATURE SYSTEMS INC	R	12/15/2015		127.28CR	077127	
	I-2451962-00	TEMPERATURE SYSTEMS INC	R	12/15/2015		65.36CR	077127	192.64
7309	TRILLIUM CNG							
	I-INV0015350	TRILLIUM CNG	R	12/15/2015		4,026.01CR	077128	4,026.01
7307	TURTLEDRAIN							
	I-1210002012	TURTLEDRAIN	R	12/15/2015		200.00CR	077129	200.00
0270	US POSTAL SERVICE							
	I-201512075386	US POSTAL SERVICE	R	12/15/2015		225.00CR	077130	225.00
0282	WESCO DISTRIBUTION INC							
	I-335356	WESCO DISTRIBUTION INC	R	12/15/2015		912.14CR	077131	912.14
7219	WKSZ-FM							
	I-IN11511139268	WKSZ-FM	R	12/15/2015		255.00CR	077132	255.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	63	0.00	395,133.54	395,133.54
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	63	0.00	395,133.54	395,133.54

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 12-15-15 VOUCHERS (4225 : Voucher Approval.)

PACKET: 04987 DEC 2015 COUNCIL 2 12-15-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	12/2015	21,121.49CR
201	12/2015	115.56CR
209	12/2015	561.59CR
405	12/2015	357,875.44CR
415	12/2015	3,524.77CR
601	12/2015	9,947.59CR
650	12/2015	1,987.10CR
ALL		395,133.54CR

Attachment: 12-15-15 VOUCHERS (4225 : Voucher Approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **December 15, 2015**

DEPARTMENT: **City Clerk-Treasurer**

FROM: **Vicki Scray**

SUBJECT: **Operator License Applications.**

ATTACHMENTS:

- 12-15-15 Operator License List.pdf (PDF)

Attachment: 12-15-15 Operator License List.pdf (4229 : Operator License Applications.)

CITY OF DE PERE - December 15, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses					
1	JANSEN, ERIC J.	525 DUTTON AVE.	GREEN BAY	WI	54304
2	WERNER, CAMERON B.	334 1/2 MAIN AVE.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	ADKINS, TARA R.	2529 LANDLER ST.	GREEN BAY	WI	54313
2	DEATHERAGE, JENNIFER A.	1975 SCHEURING RD., APT. #5	DE PERE	WI	54115
3	FIEST, CODY J.	917 SOUTHERN CROSS RD.	GREEN BAY	WI	54303
4	GRAVES, HANNAH, F.	2031 HIDDEN CREEK RD.	NEENAH	WI	54956
5	METOXEN, KATIE J.	1508 N. MENNEN CT.	GREEN BAY	WI	54304
6	SANDERS, ADAM P.	1668 TALUS CIR.	DE PERE	WI	54115
7	STERCKX, MICHELE A.	1304 SUNDOWN LN.	DE PERE	WI	54115
8	TAYLOR, SAMANTHA R.	2694 MEADOWCREST DR.	GREEN BAY	WI	54304
9	WARD, RACHAEL M.	452 S. ST. BERNARD DR., APT. #4	DE PERE	WI	54115
10	ZWICKY, AMY J.	320 S. ERIE ST.	DE PERE	WI	54115