



Common Council

Regular Meeting

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

Agenda

Tuesday, May 16, 2017

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 **May 16, 2017 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 May 2, 2017 Common Council Meeting.
4. Public comment upon matters not on the agenda or other announcements.
5. Recommendation from the Board of Public Works to Use Reserve Funds to Contract for Replacement of Reid Street Banner Poles in 2017.
6. Recommendation of the Board of Public Works to Award the Contract for Project 17-05 Sidewalk, Curb, and Concrete Pavement Repair to Fischer Ulman Construction, Inc. in the Amount of \$127,013.50.
7. Recommendation from the Finance/Personnel Committee to approve \$250 donation from the Kress Inn and Bemis Conference Center in support of De Pere TV.
8. Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, "Class A" Cider Only Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2017 to June 30, 2018.
9. Ordinance #17-07, Amending 7-2(e), De Pere Municipal Code, Regarding Granting of Temporary Class 'B' Licenses
10. Ordinance #17-08, Amending Section 10-9 De Pere Municipal Code Regarding Number of Board of Review Members
 - A. Appointments to the Board of Review by Mayor Walsh.
11. Resolution #17-37, Approving Seventh Amendment to Central Brown County Water Authority Water Purchase and Sale Contract
12. Resolution #17-38, Authorizing Agreement for Consulting Services Between the City of De Pere and JT Engineering, Inc. (Design and Construction Management - Main Avenue and Lawrence Drive Roundabout)
13. Resolution #17-39, Authorizing Swan Road Extension Agreement 2017 Between the Green Bay Metropolitan Sewerage District, the City of De Pere, the Town of Ledgeview and Ledgeview Sanitary District No. 2. (Extension of Swan Road Interceptor)

14. Resolution #17-40, Amending Section 2.7 of the City of De Pere Employee Policy Manual to Include Retiree Recruitment Initiative.
15. Resolution #17-41, Amending Government Access Channel Rules and Regulations.
16. Resolution #17-42, Awarding Official City Newspaper Contract.
17. Resolution #17-43, In Support of Brown County's Proposal to Use Excess Room Tax to Construct a New Expo Hall in the Village of Ashwaubenon.
18. Voucher Approval.
19. Operator License Applications.
20. Future Agenda Items
21. Consideration of Proposed Settlement Agreement Concerning the Class B Liquor License Issued to Mary Besaw

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

A. Resolution #17-44, Approving Stipulated Agreement (Mary S. Besaw, License)

22. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Debra Jopek
Debra Finedale
Frank Van Vonderen Jr.
Kendra Charlier
Kathleen Schmaltz
Robert R. Green
Sharada Adhikari
Roshankumar K. Patel

Scott Hendricks
Melissa Ostrowski
Jon Wieser
Toni Minor
Michael Schilawski
Daniel J. Pamperin
Jacob P. Anderson
Mohammed Mirhashemi
Vicki Radue
Bryan Michael Vander Bloomen
Denise A. Gajeski
Leslie Conard
Troy M. Metzler
Anna Rebecca Finkel
Raymond Hoffman
Elizabeth A. Vandeyacht
Constance M. Stiles
Thomas M. Nick
Timothy V. Karl
McKim T. Boyd
Paul Bakken
Michael John Wilmet
Doreen Martin
Kevin Charles

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

MEETING DATE: May 16, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the May 2, 2017 Common Council Meeting.

ATTACHMENTS:

- 05-02-17 Common Council Minutes Draft (PDF)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, May 2, 2017

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council meeting was called to order on May 2, 2017 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.

3. Approval of the minutes of the April 18, 2017 Common Council meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderman
SECONDER:	Dean Raasch, Alderman
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Nelson, Raasch
ABSENT:	Larry Lueck

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

Resident Jean Knitter raised a concern regarding the hanging flower baskets along city streets and their impact on traffic sight lines. She distributed photos to Council members.

5. Recommendation from Historic Preservation Commission regarding the nomination and designation of the Queen Anne style James Harbridge House at 503 Fulton Street in De Pere, built in 1867, as a local historic structure (Parcel #ED-448). Submitted by Roger and Susan Dart.

City Planner Peter Schleinz answered questions about the historical value of the property and the status of other properties in the City's six historic districts.

Alderman Jennings thanked the homeowners for requesting local designation in order to protect and maintain the integrity of their property. He feels this is an excellent opportunity for homeowners and would like to see more of it.

Alderman Boyd moved, seconded by Alderman Raasch to open the meeting. Upon vote, motion carried unanimously.

Historic Preservation Commission member Gene Hackbarth spoke in support of the local designation, explaining that it does not prevent change at this address, but rather helps owners make good and cost effective choices. He also provided an explanation of the process for implementing any changes or improvements to the property. He confirmed that the local designation does transfer from owner to owner and is recorded with the Brown County Register of Deeds office.

Alderson Raasch moved, seconded by Alderson Crevier to close the meeting. Upon vote, motion carried unanimously.

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

6. Recommendation from the Board of Park Commissioners to approve alternate replacement plan for Truck 68.

Director of Parks, Recreation and Forestry Marty Kosobucki answered questions about the proposal.

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

7. Ordinance #17-06, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations

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

8. Resolution #17-34, Authorizing the Negotiation of an Economic Development Loan with New Leaf Market Cooperative.

Economic Development and Planning Director Kim Flom provided an overview of the revolving loan fund program and distributed a handout with additional supplemental information. She explained the program's objectives, procedures, and reporting requirements. She then reviewed New Leaf's request for a \$250,000 loan, which is 6.5% of the full project cost and will be used for working capital and equipment. Kim and City Attorney Judy Schmidt-Lehman answered questions about the potential structure of the loan and the City's position on collateral. They explained that a personal guarantee or life insurance requirement is not feasible due to the cooperative nature of the business, but that the City will negotiate the best collateral position possible.

Alderson Jennings moved, seconded by Alderson Hansen to open the meeting. Upon vote, motion carried unanimously.

De Pere resident and Definitely De Pere board member Rachel Johnson spoke in favor of the project, noting the trend of moving to a downtown urban environment.

Resident and co-op member Gene Hackbarth expressed his support for the proposal, saying it would provide jobs and increase foot traffic for surrounding businesses as well.

Resident Joel Mann highlighted the importance of providing healthy food choices and the value of community and the project's community-owned structure.

Resident Cheryl Kalny emphasized the need for a grocery store to fill a hole in the downtown, and its ability to generate more development.

Lawrence resident and De Pere business owner Bill Niedzwiecz stated that he is a founding member of the co-op and expressed his support for the project.

Town of Scott resident Karen Early stated that New Leaf would be a real asset for the city, and that the co-op is important enough to her to bring her business to De Pere.

De Pere resident and co-op member Sarah Landwehr spoke in favor of the project because it is an opportunity for young children to experience buying local.

Aldersperson Crevier moved, seconded by Aldersperson Boyd to close the meeting. Upon vote, motion carried unanimously.

Discussion followed regarding benchmark requirements and deadlines as part of the loan terms.

Aldersperson Crevier moved, seconded by Aldersperson Raasch to open the meeting. Upon vote, motion carried unanimously.

New Leaf membership chair Tracy Flucke provided an update on membership numbers and recruitment. She also answered questions about plans for alternate financing should membership goals fall short. Marilyn Sagrillo and Carol Karls, financing consultants for the project, responded to questions about conceptual plans, cost estimates, and contingencies if the project must be scaled back.

Aldersperson Crevier moved, seconded by Aldersperson Carpenter to close the meeting. Upon vote, motion carried unanimously.

Mayor Walsh spoke in favor of the project, noting that a downtown grocery store has been one of the top two questions that he's fielded from citizens.

Discussion followed regarding the loss of some parking spaces; Aldersperson Crevier reported that Definitely De Pere has surveyed local business owners and most of them are in support of losing the parking in order to gain the project.

Aldersperson Raasch noted that while he wants to see the project happen, he still has concerns about the project's financing.

RESULT:	ADOPTED [6 TO 1]
MOVER:	James Boyd, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Lueck, Nelson
NAYS:	Dean Raasch
ABSTAIN:	Ryan Jennings

9. Resolution #17-35, Authorizing The Negotiation of an Economic Development Loan with AmeriLux International, LLC.

Economic Development and Planning Director Kim Flom answered questions about tax value and job creation.

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

10. Consideration of Student Placement Agreements with Northeast Wisconsin Technical College.

- A. Resolution #17-30, Authorizing Healthcare Student Placement Agreement with Northeast Wisconsin Technical College (NWTC) (tabled at the 4/18/17 Common Council Meeting)

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

- B. Resolution #17-36, Authorizing Northeast Wisconsin Technical College Fire Science Internship Agreement

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

11. Appointment to Board of Appeals by Mayor Walsh.

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

12. Voucher Approval.

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

13. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve Previously Tabled Operator License Application #2 and to table #1 and 3. Upon vote, motion carried unanimously.

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

Alderperson Boyd moved, seconded by Alderperson Hansen, to approve New Operator License Applications #2 and 3 and to table #1. Upon vote, motion carried unanimously.

14. Future Agenda Items

None.

15. Adjournment.

Alderperson Crevier moved, seconded by Alderperson Carpenter to adjourn the meeting at 8:40 PM. Upon vote, motion carried unanimously.

Respectfully submitted,

Carey Danen, Deputy Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2017

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Use Reserve Funds to Contract for Replacement of Reid Street Banner Poles in 2017.

The Board of Public Works at the May 8, 2017 meeting approved sending request to the Common Council to use undesignated reserve funds to replace the banner pole in 2017, and assure higher safety standards are met.

The City owns an overhead street pole on Reid Street that supports street signs and banners. Unfortunately a part of the pole system broke a short time back. Staff has investigated several options and we are recommending proposing the replacement of the overhead street pole in the 2018 Budget.

The extended arm used to hang banners broke off during high winds, swung down and hit a vehicle. Fortunately no one was injured. I have included photos of the overhead street pole when it was supporting a banner, and also a photo of after one of the banner posts broke off.

Staff investigated various options, of which follow.

- 1 - Repairing the banner pole. The various companies we talked with were not interested due to liability reasons. Our own staff indicated that repairing the poles would not be a good option due to their condition.
- 2 – Remove the other banner support post and simply have the poles support the street signs. We did not receive favorable support for this as the posting of banners in our City is a unique attraction.
- 3 - Remove banner post and find alternate location for banner. Several locations were considered and our City Administrator consulted with Definitely De Pere. The recommendation was to not relocate the banner, as it is felt the current location is the best.
- 4 – Replace overhead street pole. The cost to replace is as follows:

\$40,000	New banner pole system
\$ 5,000	New bases/foundation
\$ 5,000	Pole installation
\$ 5,000	Engineering
<u>\$ 5,000</u>	Contingency (banner lift kit)
\$60,000	Total

ATTACHMENTS:

- Memo.Banner Pole repair (PDF)



Overhead Street pole with broken banner support pole



Overhead Street pole

Attachment: Memo.Banner Pole repair (5832 : Recommendation from the BOPW for Replacing Reid Street Banner Poles)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation of the Board of Public Works to Award the Contract for Project 17-05 Sidewalk, Curb, and Concrete Pavement Repair to Fischer Ulman Construction, Inc. in the Amount of \$127,013.50.

The Board of Public Works, at the May 8, 2017 meeting approved the award of contract to Fischer Ulman Construction, Inc. in the amount of \$127,013.50.

The Engineering Department received bids on Project 17-05 Sidewalk, Curb and Concrete Pavement Repair on April 27, 2017. This work is for maintenance of sidewalk, curb, and concrete pavement repairs. The bids received were as follows:

Contractor	Amount
Fischer Ulman Construction, Inc.	\$127,013.50
Norcon Corporation	\$156,275.50
Martell Construction, Inc.	\$170,907.50
Sommers Construction	\$180,965.00

The budgeted amount from the capital improvement fund is \$137,500. Funding will be \$122,500 from the general obligation debt for street management and \$15,000 from the Parks Department capital improvements fund.

ATTACHMENTS:

- 17-05 Bid Tab(PDF)



BID TAB
CITY OF DE PERE PROJECT 17-05 SIDEWALK, CURB, AND CONCRETE PAVEMENT REPAIR

ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Fischer Ulman Construction		Norcon Corporation		Martell Construction, Inc.		Sommers Construction	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
STREET & DRAINAGE - VARIOUS LOCATIONS											
SD-01	Remove and Replace Doweled 9" Concrete Pavement High-Early Strength	SY	200	\$ 73.00	\$ 14,600.00	\$ 86.00	\$ 17,200.00	\$ 82.00	\$ 16,400.00	\$ 80.00	\$ 16,000.00
SD-02	Remove and Replace Doweled 8" Concrete Pavement High-Early Strength	SY	240	\$ 65.00	\$ 15,600.00	\$ 82.00	\$ 19,680.00	\$ 79.00	\$ 18,960.00	\$ 78.00	\$ 18,720.00
SD-03	Remove and Replace Doweled 8" Colored Concrete Pavement High-Early Strength	SY	75	\$ 90.00	\$ 6,750.00	\$ 115.00	\$ 8,625.00	\$ 90.00	\$ 6,750.00	\$ 115.00	\$ 8,625.00
SD-04	Remove and Replace 6" Concrete Driveway, Sidewalk and Ramps	SY	20	\$ 57.20	\$ 1,144.00	\$ 60.50	\$ 1,210.00	\$ 67.50	\$ 1,350.00	\$ 70.00	\$ 1,400.00
SD-05	Remove and Replace 4" Concrete Sidewalk	SY	32	\$ 51.00	\$ 1,632.00	\$ 54.00	\$ 1,728.00	\$ 60.00	\$ 1,920.00	\$ 65.00	\$ 2,080.00
SD-06	Remove and Replace 24" Concrete Curb and Gutter Integral	LF	300	\$ 32.00	\$ 9,600.00	\$ 36.00	\$ 10,800.00	\$ 30.00	\$ 9,000.00	\$ 39.00	\$ 11,700.00
SD-07	Remove and Replace 24" Colored Concrete Curb and Gutter Integral	LF	50	\$ 45.00	\$ 2,250.00	\$ 49.00	\$ 2,450.00	\$ 42.00	\$ 2,100.00	\$ 50.00	\$ 2,500.00
SD-08	Remove and Replace 24" Concrete Curb and Gutter	LF	60	\$ 33.00	\$ 1,980.00	\$ 34.00	\$ 2,040.00	\$ 38.00	\$ 2,280.00	\$ 39.00	\$ 2,340.00
SD-09	Install New 6" Concrete Sidewalk and Ramps	SY	35	\$ 48.00	\$ 1,680.00	\$ 54.00	\$ 1,890.00	\$ 58.50	\$ 2,047.50	\$ 55.00	\$ 1,925.00
SD-10	Install New 4" Concrete Sidewalk	SY	190	\$ 45.00	\$ 8,550.00	\$ 43.00	\$ 8,170.00	\$ 54.00	\$ 10,260.00	\$ 50.00	\$ 9,500.00
SD-11	Unclassified Excavation	CY	60	\$ 16.00	\$ 960.00	\$ 24.00	\$ 1,440.00	\$ 20.00	\$ 1,200.00	\$ 30.00	\$ 1,800.00
SD-12	Crushed Aggregate Base Course ¾ Inch	TONS	60	\$ 16.00	\$ 960.00	\$ 24.00	\$ 1,440.00	\$ 18.50	\$ 1,110.00	\$ 25.00	\$ 1,500.00
SD-13	Additional 10" Width of Excavation and Aggregate Base	LF	100	\$ 10.00	\$ 1,000.00	\$ 24.00	\$ 2,400.00	\$ 15.00	\$ 1,500.00	\$ 12.00	\$ 1,200.00
SD-14	Drilled Tie Bars	EA	125	\$ 6.50	\$ 812.50	\$ 6.50	\$ 812.50	\$ 8.00	\$ 1,000.00	\$ 7.00	\$ 875.00
SD-15	Drilled Dowel Bars	EA	520	\$ 11.00	\$ 5,720.00	\$ 13.00	\$ 6,760.00	\$ 12.75	\$ 6,630.00	\$ 12.50	\$ 6,500.00
SD-16	Cross-Stitching Longitudinal Joints and Cracks – ¾" Bars	EA	50	\$ 30.00	\$ 1,500.00	\$ 75.00	\$ 3,750.00	\$ 50.00	\$ 2,500.00	\$ 22.00	\$ 1,100.00
SD-17	Drill into Existing Curb and Gutter and Sidewalk	EA	50	\$ 4.00	\$ 200.00	\$ 6.00	\$ 300.00	\$ 8.00	\$ 400.00	\$ 6.00	\$ 300.00
SD-18	Concrete Pavement Partial Depth Repair – Joint Repair	LF	150	\$ 60.00	\$ 9,000.00	\$ 29.00	\$ 4,350.00	\$ 30.00	\$ 4,500.00	\$ 40.00	\$ 6,000.00
SD-19	Detectable Warning Field (Natural)	EA	3	\$ 225.00	\$ 675.00	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00
SD-20	Traffic Control and Detour Route (Third Street)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00
SD-21	Voyageur Park Concrete Dock Repair	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 24,950.00	\$ 24,950.00	\$ 40,000.00	\$ 40,000.00	\$ 45,000.00	\$ 45,000.00
STREET AND DRAINAGE (SIDEWALK REPAIR AREA)											
SD-22	Remove and Replace 6" Concrete Driveway, Sidewalk and Ramps	SY	60	\$ 55.00	\$ 3,300.00	\$ 60.50	\$ 3,630.00	\$ 67.50	\$ 4,050.00	\$ 70.00	\$ 4,200.00
SD-23	Remove and Replace 4" Concrete Sidewalk	SY	400	\$ 49.00	\$ 19,600.00	\$ 54.00	\$ 21,600.00	\$ 58.75	\$ 23,500.00	\$ 65.00	\$ 26,000.00
SD-24	Additional 10" Width of Excavation and Aggregate Base	LF	100	\$ 10.00	\$ 1,000.00	\$ 24.00	\$ 2,400.00	\$ 15.00	\$ 1,500.00	\$ 12.00	\$ 1,200.00
SD-25	Drill into Existing Curb and Gutter and Sidewalk	EA	400	\$ 4.00	\$ 1,600.00	\$ 6.00	\$ 2,400.00	\$ 8.00	\$ 3,200.00	\$ 6.00	\$ 2,400.00
SD-26	Detectable Warning Field (Natural)	EA	4	\$ 225.00	\$ 900.00	\$ 250.00	\$ 1,000.00	\$ 250.00	\$ 1,000.00	\$ 300.00	\$ 1,200.00
Total Amount Bid					\$ 127,013.50		\$ 156,275.50		\$ 170,907.50		\$ 180,965.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2017

DEPARTMENT: Information Technology

FROM: Kevin Clark

SUBJECT: Recommendation from the Finance/Personnel Committee to approve \$250 donation from the Kress Inn and Bemis Conference Center in support of De Pere TV.

Staff is requesting approval to accept a \$250 donation from the Kress Inn & Bemis Conference Center in support of De Pere TV. They will be recognized as a supporter on TV and online for one year and acknowledged with a letter of thanks and appreciation. The donation will be used to support station operations. This item was approved by the Finance & Personnel Committee by a vote of 3-0.

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: May 16, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Recommendation from the License Committee on Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, "Class A" Cider Only Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2017 to June 30, 2018.

ATTACHMENTS:

- Renewal List_5-16-17 (PDF)

MAY 16, 2017 LICENSE COMMITTEE MEETING

Renewal Applications for Class "A" Fermented Malt Beverage Licenses, "Class A" Intoxicating Liquor Licenses, "Class A" Cider Only Licenses, Class "B" Fermented Malt Beverage Licenses, "Class B" Intoxicating Liquor Licenses, and Reserve "Class B" Intoxicating Liquor Licenses for the licensing period of July 1, 2017 to June 30, 2018.

CLASS "A" BEER

- 1) Dolgencorp LLC (DBA Dollar General Store #10542), 805 Main Av. Submitted by Dolgencorp LLC, Agent: Debra Jopek, Kaukauna, WI.
- 2) Walgreen Co. (DBA Walgreens #10235), 901 Main Av. Submitted by Walgreen Co., Agent: Debra Finedale, New Franken, WI.
- 3) Wal-Mart Stores East LP (DBA Walmart #5090 – Supercenter), 1415 Lawrence Dr. Submitted by Wal-Mart Stores East LP, Agent: Frank Van Vonderen Jr., De Pere, WI.
- 4) Wisconsin CVS Pharmacy LLC (DBA CVS Pharmacy #2214), 800 Main Av. Submitted by Wisconsin CVS Pharmacy LLC, Agent: Kendra Charlier, De Pere, WI.

CLASS "A" BEER & "CLASS A" LIQUOR

- 1) The Day Spa Ltd. (DBA The Day Spa), 600 N. 10th St. Submitted by The Day Spa Ltd., Agent: Kathleen Schmaltz, Green Bay, WI.
- 2) De Pere Y-Mart LLC (DBA De Pere Y-Mart), 1017 4th St. Submitted by De Pere Y-Mart LLC, Agent: Robert R. Green, De Pere, WI.
- 3) DU Convenience LLC (DBA DU Convenience), 1605 Fort Howard Av. Submitted by DU Convenience LLC, Agent: Sharada Adhikari, Appleton, WI.
- 4) Northern Gas LLC (DBA You Pump), 302 N. Broadway. Submitted by Northern Gas LLC, Agent: Roshankumar K. Patel, Appleton, WI.
- 5) Scheuring Road Mobil Mart LLP (DBA Scheuring Road Mobil Mart), 1620 Lawrence Dr. Submitted by Scheuring Road Mobil Mart LLP, Agent: Scott Hendricks, De Pere, WI.
- 6) Shopko Stores Operating Co. LLC (DBA Shopko #5), 230 N. Wisconsin St. Submitted by Shopko Stores Operating Co. LLC, Agent: Melissa Ostrowski, Green Bay, WI.
- 7) Skogen's Foodliner Inc. (DBA Festival Foods), 1001 Main Av. Submitted by Skogen's Foodliner Inc., Agent: Jon Wieser, De Pere, WI.
- 8) Walgreen Co. (DBA Walgreens #15637), 150 S. Wisconsin St. Submitted by Walgreen Co., Agent: Toni Minor, Green Bay, WI.

- 9) Wal-Mart Stores East LP (DBA Walmart #5090 - Liquor Store), 1415 Lawrence Dr.
Submitted by Wal-Mart Stores East LP, Agent: Frank Van Vonderen Jr., De Pere, WI.

CLASS "A" BEER & "CLASS A" CIDER ONLY

- 1) De Pere Shell Inc. (DBA De Pere Shell), 841 Main Av. Submitted by De Pere Shell Inc.,
Agent: Michael Schilawski, Green Bay, WI.
- 2) GCS Holdings of De Pere LLC (DBA Scheuring Shell), 1511 Lawrence Dr. Submitted
by GCS Holdings of De Pere LLC, Agent: Daniel J. Pamperin, De Pere, WI.
- 3) GCS Landing LLC (DBA GCS Landing Shell), 1063 N. Broadway. Submitted by GCS
Landing LLC, Agent: Jacob P. Anderson, Green Bay, WI.
- 4) GCS Operations LLC (DBA Riverside Shell), 1010 S. Broadway. Submitted by GCS
Operations LLC, Agent: Daniel J. Pamperin, De Pere, WI.

CLASS "B" BEER

- 1) Gyro Kabobs III LLC (DBA Gyro Kabobs), 337 Main Av. Submitted by Gyro Kabobs
III LLC, Agent: Mohammad Mirhashemi, Greenville, WI.
- 2) Radue Cinemas Inc. (DBA De Pere Cinema), 417 George St. Submitted by Radue
Cinemas Inc., Agent: Vicki Radue, Green Bay, WI.

CLASS "B" BEER & "CLASS B" LIQUOR

- 1) Bryan Michael Vander Bloomen (DBA Replay Sports Bar and Grill), 1731 Fort Howard
Av. Submitted by Bryan Michael Vander Bloomen, De Pere, WI.
- 2) DKG Entertainment LLC (DBA Sidekicks Bar & Grill), 930 Main Av. Submitted by
DKG Entertainment LLC, Agent: Denise A. Gajeski, De Pere, WI.
- 3) George Street Bar LLC (DBA McGeorge's Pub), 415 George St. Submitted by George
Street Bar LLC, Agent: Leslie Conard, Green Bay, WI.
- 4) GSO LLC (DBA Julie's Café/Brickhouse), 500 Grant St. Submitted by GSO LLC,
Agent: Troy M. Metzler, De Pere, WI.
- 5) Harp & Eagle Ltd. (DBA Chateau De Pere/Café Chanson), 201 James St. Submitted by
Harp & Eagle Ltd., Agent: Anna Rebecca Finkel, Green Bay, WI.
- 6) Hoffman Investments Inc. (DBA Old No. 7), 121 N. 10th St. Submitted by Hoffman
Investments Inc., Agent: Raymond Hoffman, De Pere, WI.
- 7) The Landing Bar & Grill LLC (DBA The Landing Bar & Grill), 1605 Fort Howard Av
Suite C. Submitted by The Landing Bar & Grill LLC, Agent: Elizabeth A. Vandeyacht,

Suamico, WI.

- 8) Manhattan Lanes LLC (DBA Manhattan Lanes), 1120 S. Broadway. Submitted by Manhattan Lanes LLC, Agent: Constance M. Stiles, Green Bay, WI.
- 9) Nickys Inc (DBA Nicky's Lionhead Tavern and Grill), 331 Main Av. Submitted by Nickys Inc, Agent: Thomas M. Nick, Green Bay, WI.
- 10) Teekae Enterprises Inc. of Wisconsin (DBA Tim Karl's Century Lanes), 132 S. Broadway. Submitted by Teekae Enterprises Inc. of Wisconsin, Agent: Timothy V. Karl, Green Bay, WI.
- 11) Union Hotel Corporation (DBA Union Hotel), 200 N. Broadway. Submitted by Union Hotel Corporation, Agent: McKim T. Boyd, De Pere, WI.

CLASS "B" BEER & "CLASS B" RESERVE LIQUOR

- 1) Birder Studio of Performing Arts (DBA Broadway Theatre), 123 S. Broadway. Submitted by Birder Studio of Performing Arts, Agent: Paul Bakken, Green Bay, WI.
- 2) WJM Enterprise LLC (DBA Firehouse Bar & Grill), 338 Main Av. Submitted by WJM Enterprise LLC, Agent: Michael John Wilmet, Green Bay, WI.
- 3) La Vie Boheme LLC (DBA La Vie Boheme), 421 George St Suite 101. Submitted by La Vie Boheme LLC, Agent: Doreen Martin, De Pere, WI.
- 4) Shannons Haystack LLC (DBA Chatterhouse 2016), 614 George St. Submitted by Shannons Haystack LLC, Agent: Kevin Charles, De Pere, WI.

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

MEETING DATE: May 16, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Ordinance #17-07, Amending 7-2(e), De Pere Municipal Code,
Regarding Granting of Temporary Class 'B' Licenses

ATTACHMENTS:

- Ord#17-07 (DOCX)
- Picnic License ord change red-lined 2017 (PDF)

ORDINANCE #17-07

AMENDING §7-2(e), DE PERE MUNICIPAL CODE
REGARDING GRANTING OF TEMPORARY CLASS 'B' LICENSES

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

Section 1: §7-2(e)(2), *Temporary Class "B" licenses (Picnic Licenses)*, is hereby amended by deleting the phrase "...license committee is..." and inserting the phrase "...City Clerk-Treasurer and Deputy City Clerk are..." in its place.

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

Section 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Committee Approval: License Committee 5/17/17

Publication Date:_____

Attachment: Ord#17-07 (5847 : Ordinance #17-07 Amending 7-2(e), DPMC, Class 'B' Licenses)

De Pere Municipal Code §7-2 (e) *Granting of licenses.*

- (1) *Approvals.* All licenses granted are specifically conditioned upon the following and only after such conditions have been satisfied may the city clerk-treasurer issue such license:
 - a. All necessary approvals of city departments are received by the clerk-treasurer.
 - b. Not more than 60 days has passed since the license was granted. If not issued within 60 days of being granted, the conditional granting of the license shall lapse.
- (2) *Temporary Class "B" licenses (Picnic Licenses).* Pursuant to Wis. Stats. §§ 125.26 and 125.51, the ~~license committee~~ City Clerk-Treasurer and Deputy City Clerk ~~are is~~ hereby delegated the authority to grant temporary Class "B" licenses.
- (3) *Temporary operator's licenses.* No temporary operator's license shall be issued to any person who does not possess all requirements specified for an operator's license at Wis. Stats. § 125.17.
- (4) *Provisional license requirements.*
 - a. *Provisional operator's license.* The city clerk-treasurer shall issue a provisional operator's license to:
 1. Any person who has applied for an operator's license, is otherwise qualified to hold a license under this chapter, and who is enrolled in a training course required under Wis. Stats. § 125.17(6). Enrolled, for the purposes of this subsection shall mean having paid all fees for a course which is in progress or is to commence within 60 days of the issuance of such license. Such license shall be valid for 60 days from date of issue. The license shall be void if, during such 60-day period, the licensee receives a failing grade for the required training course. No person may hold more than one provisional license in a license year except upon showing of a bona fide effort to pass the required training course or other verified rationale for failing to obtain an operator's license during the pendency of the license issued under this section.
 2. Any person who has applied for an operator's license, including payment of the required fee, who files a certified copy of a valid operator's license issued by another municipality. Such provisional license expires 60 days after issuance, when the operator's license applied for is issued, or upon expiration of the operator's license issued by another municipality, whichever occurs first.
 3. The clerk-treasurer may revoke the provisional operator's license if they discover that the holder of the provisional license made a false statement on the application, or if the clerk-treasurer determines that the operator's license issued by another municipality and filed under (b) above is not valid, or upon denial of the persons application for an operator's license.
 - b. *Provisional retail licenses.* The clerk-treasurer shall issue provisional retail licenses as follows:
 1. A provisional retail license shall be issued only to a person who has applied for and meets the qualifications for holding a Class "A", Class "B", "Class A", "Class B" or "Class C" license and authorizes only the activities that the type of retail license applied for authorizes. The clerk-treasurer shall not issue a provisional "Class B" license if the municipalities quota under Wis. Stats. § 125.51(4) prohibits the issuance of a "Class B" license and the clerk-treasurer shall not issue a provisional "Class A" license if the quota therefore found in [section 7-11](#) of this Code prohibits the issuance of a "Class A" license.
 2. All provisional licenses issued under this section shall expire upon denial of the underlying license applied for, 60 days after its issuance, or when the Class "A", Class "B", "Class A", "Class B" or "Class C" license is issued to the holder, whichever is sooner. The clerk-treasurer may revoke the license if it is discovered that the holder of the provisional license made a false statement on the application.

3. No person may hold more than one provisional retail license for each type of license applied for by the holder per year.

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

(6) *Adult entertainment establishments.* No license for the sale of alcohol shall be granted for any adult entertainment establishment as defined in [§ 110-5](#) of this code or any establishment that offers adult entertainment as defined therein.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #17-08, Amending Section 10-9 De Pere Municipal Code
Regarding Number of Board of Review Members

Mayor Walsh requested this ordinance be drafted and placed on the Council agenda. Currently, the Board of Review consists of three members and two alternates. This ordinance would make all five members regular members for purposes of participation on the Board.

ATTACHMENTS:

- Ord17-08 (DOCX)
- Board of review Ord Update red lined (DOCX)

ORDINANCE #17-08

AMENDING SECTION 10-9 DE PERE MUNICIPAL CODE
REGARDING MEMBERSHIP SIZE OF BOARD OF REVIEW

Section 1: Sec. 10-9(a) is hereby amended by deleting the last three sentences of that paragraph.

Section 2: Sec. 10-9(b) is hereby amended by adding a period (.) after the word “years” in the first phrase and deleting all remaining provisions of the paragraph.

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

Section 4. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, City Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

Sec. 10-9. - Board of review.

- (a) *Membership.* The board of review shall consist of ~~three~~ five citizen members appointed by the mayor and confirmed by the common council. Appointment shall be made at the first regular meeting of the common council, or as soon thereafter as may be convenient, but prior to the date set by statute for the initial meeting of the board. ~~The mayor shall also appoint two alternate members of such board in addition to the three members provided for above. Annually, the mayor shall designate one of the alternate members as first alternate and the other as second alternate. The term provisions of [subsection] (b) shall apply to the alternate members.~~
- (b) *Term.* Members of the board shall be appointed for terms of three years, ~~except that for the initial appointments after the effective date of the ordinance from which this section is derived, one member shall be appointed for three years, one member shall be appointed for two years and one member shall be appointed for one year.~~
- (c) *Compensation.* Members of the board of review shall be compensated at the rate of \$60.00 per day for each day the board is in session, except that compensation shall be paid at the rate of \$35.00 for any day in which the board is in session for less than four hours.
- (d) *Proceedings.* The board of review shall perform the duties in the manner set forth in Wis. Stats. § 70.47.
- (e) *Clerical duties.* The office of the clerk-treasurer shall act as recording secretary of the board of review, but shall not be considered a member of the board for purposes of consideration and vote on matters before the board. The office of clerk-treasurer shall coordinate and schedule matters before the board, provide necessary notices, keep an accurate record of all its proceedings, and perform all related clerical duties.



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 16, 2017

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: A. Appointments to the Board of Review by Mayor Walsh.

ATTACHMENTS:

- Appointment Letter - May 12, 2017 (DOC)

Memo**City of De Pere**

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointment
Date: May 12, 2017

I am submitting the following names for appointment as full members of the Board of Review instead of their current status of alternate members at the May 16, 2017 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Commission**Appointment/Re-Appointments**

Board of Review

Laura Rabas/Appointment

Board of Review

Rich Starry/Appointment

Attachment: Appointment Letter - May 12, 2017 (5861 : Appointments to the Board of Review by Mayor Walsh.)

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

MEETING DATE: May 16, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #17-37, Approving Seventh Amendment to Central
Brown County Water Authority Water Purchase and Sale Contract

ATTACHMENTS:

- Reso17-37 (DOCX)
- Seventh Amendment to Water Purchase Sale Contract (A2485092x9DEB4) (DOCX)
- De Pere letter (PDF)
- Memo on Amendment of Water Purchase Sale Contract (A2664185x9DEB4) (DOCX)

RESOLUTION #17-37**APPROVING SEVENTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT**

WHEREAS, the Central Brown County Water Authority (the “Authority”), and the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2 (hereinafter jointly known as “Authority Customers”) have entered into the Central Brown County Water Purchase and Sale Contract (the “Contract”) with an effective date of November 24, 2003; and

WHEREAS, the Contract was subsequently amended effective December 20, 2004, November 14, 2007, September 22, 2008, January 5, 2011, September 24, 2012, and May 28, 2014; and

WHEREAS, it is proposed that the Contract be further amended to remove provisions of the Contract that are outdated and no longer relevant; and

WHEREAS, one amendment would remove the contractual provision establishing how Authority costs are to be paid prior to the availability of potable water; and

WHEREAS, another amendment would remove the contractual provision that addresses the potential to terminate construction of the Authority’s waterworks system prior to completion; and

WHEREAS, all other amendments would remove provisions related to the Authority’s 2005 and 2013 bonds which are no longer outstanding; and

WHEREAS, pursuant to Article 16 of the Contract, this amendment must be approved by the Authority and three-fourths of the Authority Customers in order to be effective; and

WHEREAS, the City of De Pere is an Authority Customer, and is willing to approve this amendment.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

1. The Common Council approves the Seventh Amendment to Central Brown County Water Authority Water Purchase and Sale Contract, a copy of which is attached to this Resolution.
2. The Clerk-Treasurer shall provide a certified copy of the resolution approving the amendment to the Secretary-Treasurer of the Central Brown County Water Authority.
3. The Seventh Amendment to Central Brown County Water Authority Water Purchase and Sale Contract shall become effective on the first day that the amendment is approved by the Authority and five of the following six Authority Customers: the City of De Pere, the Village of Allouez, the Village of Bellevue, the Village of Howard, the Town of Lawrence, and Ledgeview Sanitary District No. 2. Approval by Ledgeview Sanitary District No. 2 is not effective until the Town of Ledgeview has approved the amendment as a Town Signatory for Ledgeview Sanitary District No. 2.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

SEVENTH AMENDMENT TO
CENTRAL BROWN COUNTY WATER AUTHORITY
WATER PURCHASE AND SALE CONTRACT

This SEVENTH AMENDMENT to CENTRAL BROWN COUNTY WATER AUTHORITY WATER PURCHASE AND SALE CONTRACT is effective this _____ day of _____, 20____.

1. Section 1.4 of the Water Purchase and Sale Contract, the definition of “Annual Water Usage,” as amended by the second, third, fourth and sixth amendments, is revised as follows to reflect the fact that the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding:
 - 1.4 **"Annual Water Usage"** means for an Authority Customer the amount of Potable Water taken from the Authority by that Authority Customer in a particular year measured in accordance with Section 5.2. Notwithstanding the foregoing, ~~if the Bonds issued by the Authority in 2005 and 2013 are outstanding at the end of the Fiscal Year, and if the sum of all the Authority Customer's Annual Water Usage at the end of the Fiscal Year is less than the number set forth on Exhibit B for the Authority as a whole, all Authority Customers with an Annual Water Usage lower than the number set forth on Exhibit B for that Customer shall have their Annual Water Usage increased proportionately so that the Annual Water Usage for the Authority as a whole is equal to the amount shown in Exhibit B. If, however, the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding at the end of the Fiscal Year, and if the sum of all the Authority Customer's Annual Water Usage at the end of the Fiscal Year is less than the number set forth on Exhibit B-1 for the Authority as a whole, all Authority Customers with an Annual Water Usage lower than the number set forth on Exhibit B-1 for that Customer shall have their Annual Water Usage increased proportionately so that the Annual Water Usage for the Authority as a whole is equal to the amount shown in Exhibit B-1. Exhibit B-1 may be amended by the Authority's Board of Directors in accordance with Section 2.13.~~
2. Section 1.21 of the Water Purchase and Sale Contract, the definition of “Estimated Annual Water Requirement,” as amended by the first, second, third, fourth and sixth amendments, is revised as follows to reflect the fact that the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding:
 - 1.21 **"Estimated Annual Water Requirement"** means for an Authority Customer the estimated amount of Potable Water the Authority Customer is expected to take from the Authority in the upcoming Fiscal Year. The Estimated Annual Water Requirement for each Authority Customer shall be calculated prior to the beginning of each Fiscal Year. The Authority shall work jointly with each Authority Customer to develop the Estimated Annual Water Requirement for that Customer. The Estimated Annual Water Requirement for each Authority Customer shall be based on historical water consumption adjusted for economic

conditions, known changes to customer base, system improvements reducing water loss, or other quantifiable factors. In the event that mutual agreement on the Estimated Annual Water Requirement for an Authority Customer cannot be achieved, the Authority shall unilaterally establish the Estimated Annual Water Requirement. Notwithstanding the foregoing, ~~if the Bonds issued by the Authority in 2005 and 2013 are outstanding at the beginning of the Fiscal Year, and if the sum of all the Authority Customer's Estimated Annual Water Requirements at the beginning of the Fiscal Year is less than the number set forth on Exhibit B for the Authority as a whole, all Authority Customers with an Estimated Annual Water Requirement lower than the number set forth on Exhibit B for that Customer shall have their Estimated Annual Water Requirements increased proportionately so that the Estimated Annual Water Requirement for the Authority as a whole is equal to the amount shown in Exhibit B. If, however, the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding at the beginning of the Fiscal Year, and if the sum of all the Authority Customer's Estimated Annual Water Requirements at the beginning of the Fiscal Year is less than the number set forth on Exhibit B-1 for the Authority as a whole, all Authority Customers with an Estimated Annual Water Requirement lower than the number set forth on Exhibit B-1 for that Customer shall have their Estimated Annual Water Requirements increased proportionately so that the Estimated Annual Water Requirement for the Authority as a whole is equal to the amount shown in Exhibit B-1. Exhibit B-1 may be amended by the Authority's Board of Directors in accordance with Section 2.13.~~

3. Section 2.3 of the Water Purchase and Sale Contract, "Operation Costs Prior to the Availability of Potable Water," as amended by the second amendment, is deleted as it is no longer relevant.

~~2.3 **Operation Costs Prior to the Availability of Potable Water.** The Authority anticipates incurring Operation Costs prior to the time the Authority will provide Potable Water to Charter Customers. In order to pay for these Operating Costs before the Authority begins to provide Potable Water to Charter Customers, this Contract obligates Charter Customers to pay Operation Costs beginning no later than January 1, 2005. A Charter Customer's obligation to pay Operation Costs is addressed in Section 6.2 of this Contract.~~

3. Subsection 6.3.1 of the Water Purchase and Sale Contract, "Calculation of Price for Fixed Costs," as amended by the fourth and sixth amendments, is revised as follows to reflect the fact that the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding:

6.3.1 Calculation of Price for Fixed Costs. Prior to each Fiscal Year, ~~while the Bonds issued by the Authority in 2005 and 2013 are outstanding, the Authority shall, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the upcoming Fiscal Year. The price per 1000 gallons for Fixed Costs shall be calculated by (i) estimating total Fixed Costs for the Fiscal Year~~

~~following the upcoming Fiscal Year (i.e. budgeting done in 2004 for Fiscal Year 2005 would use estimated Fixed Costs for 2006); and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. Once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding, the Authority shall annually, in accordance with Section 6.1, calculate a price per 1000 gallons of water for Fixed Costs for the upcoming Fiscal Year by (i) estimating total Fixed Costs for the upcoming Fiscal Year; and (ii) dividing such Fixed Costs by the total Estimated Annual Water Requirements for all Authority Customers divided by 1000 gallons. The price per 1000 gallons for Fixed Costs calculated under this Section may be adjusted by the Authority in accordance with subsection 6.3.5.~~

4. Subsection 6.3.7 of the Water Purchase and Sale Contract, “Restricted Use of Fixed Costs,” as created by the sixth amendment, is revised as follows to reflect the fact that the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding:

6.3.7 Restricted Use of Fixed Costs. ~~Once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding,~~ Fixed Costs collected by the Authority in each Fiscal Year shall be used or applied in the following priority order:

- (a) to paying the principal, premium, and interest due on all subsequently issued Bonds in that Fiscal Year;
- (b) to complying with the covenants of any Bond Resolution (including payment into any accounts and funds of amounts required by the Bond Resolution) related to the subsequently issued Bonds
- (c) to paying reasonable capital costs, including capital costs for which Bonds may be issued and such other capital costs as are necessary or desirable to carry out the corporate purposes and powers of the Authority;
- (d) to providing an adequate depreciation fund for the Authority’s Waterworks System; and
- (e) to contributing to the Authority’s segregated maintenance, repair and replacement fund.

5. Subsection 6.3.8 of the Water Purchase and Sale Contract, “Treatment of Excess Fixed Costs Revenues,” as created by the sixth amendment, is revised to reflect the fact that the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding:

6.3.8 Treatment of Excess Fixed Costs Revenues. ~~This subsection applies only once the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding.~~ If after the Authority applies Fixed Costs revenues in accordance with subsection 6.3.7, total funds accumulated in the Authority’s segregated maintenance, repair and replacement fund exceeds \$1,500,000, the Authority may determine by at

least a two-thirds affirmative vote under Section 7.1, to refund some or all of the excess Fixed Costs Revenues to Charter Customers. Only Fixed Costs revenues in excess of revenues needed to fully fund the items enumerated in subsection 6.3.7 and to maintain at least \$1,500,000 in the Authority's segregated maintenance, repair and replacement account may be refunded to Charter Customers. Excess Fixed Costs Revenues to be refunded shall be refunded to Charter Customers in proportion to a Charter Customer's Annual Water Usage for the previous Fiscal Year divided by the Annual Water Usage of all Charter Customers combined in the previous Fiscal Year.

6. Article 11 of the Water Purchase and Sale Contract, "**Abandonment**", which address the potential to terminate acquisition and construction of the Authority's Waterworks System prior to substantial completion is deleted as it is no longer relevant.

11 — **Abandonment**

~~Upon obtaining the consent of not less than (i) two-thirds of all Charter Customers, and (ii) a majority of those Charter Customers which would receive less than one-half of their Full Water Requirements due to the termination hereinafter referred, the Authority may elect to terminate acquisition and construction of all or any part of its Authority's Waterworks System prior to its substantial completion. All of the following must occur before such termination:~~

- ~~(i) — The Authority shall have found that the cost of substantial completion of the Authority's Waterworks System would so greatly exceed original estimates of that cost that it would not be economically feasible for the Charter Customers together to pay the Fixed Costs which would be payable after substantial completion.~~
- ~~(ii) — The Authority and each Charter Customer shall have been provided with a certificate from an independent consulting engineer and a certificate from an independent financial consultant to the effect that they each concur with the finding of the Authority described in subsection (i) of this Section.~~
- ~~(iii) — The Charter Customers and any Trustee appointed under a Bond Resolution of the Authority shall have been given ninety (90) days' notice of the proposed termination of acquisition and construction of all or any part of the Authority's Waterworks System.~~
- ~~(iv) — The Authority shall have caused to be prepared a cooperative study by an attorney or firm of attorneys having nationally recognized expertise in municipal finance, an independent consulting engineer, and an independent financial consultant as to the proper, advantageous and equitable operation and disposition of the assets of the Authority's Waterworks System.~~

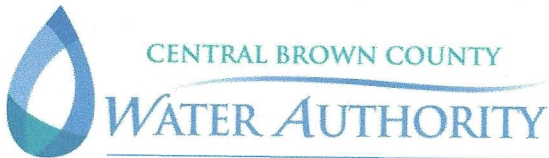
~~— If the Authority terminates acquisition and construction of all or any part of the Authority's Waterworks System pursuant to this Section, the obligations of each Charter Customer to make the payments required for Aggregate Costs under Article 6 of this Contract shall continue. This Article 11 may be applied only if there is no Third Party Water Supply Contract in force.~~

7. Article 16 of the Water Purchase and Sale Contract, "Modification of Contract," as amended by the first and sixth amendments, is revised as follows to reflect the fact that the Bonds issued by the Authority in 2005 and 2013 are no longer outstanding:

16 Modification of this Contract

Except for revisions and adjustments otherwise expressly provided for by the terms of this Contract, this Contract may not be changed or modified unless the consent of the Authority and of three-fourths of the Charter Customers shall have been obtained. Such modification may be requested by any Party, in which event a joint meeting of representatives of all governing bodies shall be called by the Authority and held not more than sixty (60) days after such request is made and at least thirty (30) days after the giving of notice of such meeting. At the joint meeting the requested changes or modifications shall be considered and discussed. No such change or modification made under this Section 16 may materially impair or adversely affect the ability or obligation of any Charter Customer under the Contract to make payments to the Authority at the times, in the amounts, and with the priority required in order for the Authority timely to meet its obligations under this Contract, any Third Party Water Supply Contract, other water purchase or sale contracts of the Authority and each Bond Resolution, including without limitation the making of all deposits in various funds and accounts created under each Bond Resolution; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or the Bond Resolutions, to enforce the terms of the Contract. ~~While the 2005 Bonds and 2013 Bonds are outstanding, no such change or modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds. Once all 2005 Bonds and 2013 Bonds are no longer outstanding, the approval requirement in the immediately preceding sentence shall no longer apply.~~ No such change or modification shall be effective which would cause a violation of any provisions of any Bond Resolution or any ordinance authorizing bonds of any Charter Customer.

APPROVAL OF THIS AMENDMENT IS SIGNIFIED BY THE CERTIFIED RESOLUTIONS OF THE CENTRAL BROWN COUNTY WATER AUTHORITY AND THREE-FOURTHS OF THE AUTHORITY MEMBERS WHICH RESOLUTIONS SHALL BE ATTACHED TO THIS AMENDMENT.



3100 Eaton Road
Bellevue, WI 54311
(920) 884-1077 x 5
manager@cbcwa.com

March 8, 2017

Larry Delo, Administrator
335 S. Broadway
De Pere, WI 54115-2526

Dear Mr. Delo:

The Central Brown County Water Authority Board has acted to begin the process of adopting Amendment #7 to the Water Purchase and Sale Agreement and is requesting that member communities adopt resolutions in support of this amendment. Resolutions as well as copies of the proposed amendments have been provided to each Board representative and are attached again to this letter.

Amendment #7 makes no substantive changes. It is intended to clean up the existing agreement and delete unnecessary and outdated contract provisions. It will have no impact on member rates or the obligations of either CBCWA or its members.

We anticipate that you will be presented with Amendment #8 later this year. Amendment #8 will propose changes to the contract language that applies to the addition of new members and charges thereto.

According to our Contract, the amendment process requires the Board to hold a joint meeting of representatives of all governing bodies of the member communities and the CBCWA to discuss the proposed amendment. The Board has set the meeting date and time for 3:00 p.m. on April 26 at its regular Board meeting held in the City of De Pere Council Chambers on the second floor. After the joint meeting, the Board and governing bodies of the member communities are asked to approve the amendment resolution.

Attached is a memo from the Authority's attorney with background information and a step by step procedure for implementing necessary changes. If you have any questions regarding any of the information contained herein, please contact me. I am available to meet with you and/or your community at your convenience.

Sincerely,

David Vaclavik, P.E.
Manager, Central Brown County Water Authority

cc: Scott Thoresen

Authority members: Allouez, Bellevue, De Pere, Howard, Lawrence, Ledgeview, Ledgeview Sanitary District #6

www.cbcwaterauthority.com

Attachment: De Pere letter (5781 : Resolution #17-37, Approving seventh Amendment to Central Brown County Water Authority Water Purchas)



Lawrie J. Kobza, Attorney

1 SOUTH PINCKNEY STREET, STE. 410, P.O. BOX 927, MADISON, WI 53701-0927

Telephone 608-283-1788

Facsimile 608-283-1709

lkobza@boardmanclark.com

MEMORANDUM

TO: Central Brown County Water Authority
c/o Dave Vaclavik

FROM: Lawrie J. Kobza

DATE: January 4, 2017

RE: Amendment to Water Purchase and Sale Contract

The process for amending the Central Brown County Water Purchase and Sale Contract between the Authority and the Authority Members is set forth in Article 16 of the Contract. That process is as follows:

- Any Party to the Contract may request that the Contract be modified.
- If such a request is received, the Authority is to set up a joint meeting of representatives of all governing bodies of the Charter Customers and the Authority to discuss the proposed changes. The meeting should be scheduled no later than sixty (60) days after the request for the change is made.
- The Authority must provide notice of the joint meeting to representatives of all governing bodies of the Charter Customers and Authority. The notice of the meeting is to be provided at least thirty (30) days prior to the meeting.
- The joint meeting of representatives of all governing bodies of the Charter Customers and the Authority is to be held to discuss the change.
- The Authority must approve the amendment by an Authority resolution. Article 16 does not require that Authority approval come after the joint meeting.
- At least three-fourths of the Charter Customers must approve the amendment. Charter Customer approval is demonstrated by the adoption of a resolution.
- The amendment is effective on the date all the necessary approvals are obtained. In this case, that is the date the fifth Charter Customer approves the amendment (assuming the Authority had already approved the amendment).

Attachment: Memo on Amendment of Water Purchase Sale Contract (A2664185x9DEB4) (5781 : Resolution #17-37, Approving seventh

- No change or modification may materially impair or adversely affect the ability or obligation of any Charter Customer under the Contract to make payments to the Authority.

Although not required by Article 16, I recommend that the following additional steps also be taken.

- The Authority's Secretary-Treasurer should collect a certified copy of all the resolutions approving the amendment, and should attach those resolutions to the amendment. The amendment with all the certified resolutions attached constitutes the approved and effective amendment. This document should be kept with the Authority's official records.
- A copy of the document with the resolutions attached should be provided to me.
- After the amendment is effective, the Authority's Secretary-Treasurer should do a written letter to all Authority Members telling the Members of the effective date of the amendment.

If you have any questions, please give me a call.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 16, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #17-38, Authorizing Agreement for Consulting Services Between the City of De Pere and JT Engineering, Inc. (Design and Construction Management - Main Avenue and Lawrence Drive Roundabout)

The Board of Public Works at the May 8, 2017 meeting approved the recommendation to award the project to JT Engineering in the amount of \$264,420 (assumes construction administration for a partial closure). The construction administration is based on an estimated construction time frame. Staff recommends a 10% contingency be set aside (\$26,440) for additional engineering and construction administration on the project in case construction delays occur.

The City of De Pere is proposing the construction of a multi-lane roundabout at the intersection of Main Avenue and Lawrence Drive. This intersection currently consists of Main Avenue running east and west, Lawrence Drive to the south, and several private driveways on the north, at or in the intersection. Main Avenue is an urban arterial street with an average daily traffic (ADT) of approximately 18,000. Lawrence Drive is collector with approximately 6,800 ADT. Several years ago, two parcels at the intersection were annexed into the City. New development is planned in the annexed area and other properties in the City. The City will be funding the project through a Tax Incremental Finance District from additional development.

With the construction of the roundabout, four driveway accesses will be eliminated from the north side of Main Avenue. A new street (Lawrence Drive) will be constructed to the north. The drives will be relocated to north Lawrence Drive.

The Engineering Department received proposal for design and construction services for the Main and Lawrence roundabout. The proposed construction of the roundabout has two options, one with the intersection being completely closed, and one with eastbound traffic being maintained throughout construction. The proposal included construction administration costs for each construction option. These construction options are going to be discussed with the businesses in the near future and then presented to the Council. The major decision point is a shorter construction period and cost (full closure) versus less disruption to the public (partial closure). The proposals received are as follows:

Consultant	Design Amount	Construction Administration	Construction Administration

		(Full Closure	(Partial Closure)
JT Engineering	\$134,800	\$86,780	\$129,620
Ayres and Associates	\$144,885	\$97,718	\$142,358
DLZ National, Inc.	\$303,510	\$135,890	\$202,810

Funding will be from capital projects fund.

ATTACHMENTS:

- Reso17-38 (DOCX)
- CE-RFP-Main-Lawrence_Roundabout (PDF)
- DePere Main & Lawrence project - JT Engineering Proposal (PDF)
- De Pere roundabout_Ayres (PDF)
- DLZ Proposal Letter (4-27-17)(PDF)

RESOLUTION #17-38

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND JT ENGINEERING, INC.
(Design and Construction Management – Main Avenue and Lawrence Drive Roundabout)

WHEREAS, the City is in need of contracting with an engineering firm for design and construction management services for a proposed roundabout at Main Avenue and Lawrence Drive; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and JT Engineering, Inc. (Design and Construction Management for Proposed Roundabout at Main Avenue and Lawrence Drive), 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 16th day of May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Request for Proposals For Main Avenue and Lawrence Drive Roundabout

The City of De Pere would like to invite your firm to submit a proposal for the design and construction management for a roundabout at the intersection of Main Avenue and Lawrence Drive.

Your proposal must be submitted to our office by 3:00 PM on April 27, 2017. Proposals can be submitted electronically.

GENERAL INFORMATION:

The City of De Pere is proposing the construction of a multi-lane roundabout at the intersection of Main Avenue and Lawrence Drive. This intersection currently consists of Main Avenue running east and west, Lawrence Drive to the south, and several private driveways on the north, at or in the intersection. Main Avenue is an urban arterial street with approximately 18,000 ADT. Lawrence Drive is collector with approximately 6,800 ADT.

The Main Avenue and Lawrence Drive intersection was reconstructed in 2011 as part of the WisDOT IH 41 project as a signalized intersection. A roundabout was evaluated at that time, but not chosen due to time constraints of the IH 41 project and costs.

Since that project, two parcels at the intersection have been annexed into the City. New development is planned in the annexed area and other properties in the City. The City will be funding the project through a Tax Incremental Finance District from additional development. There is no state or federal funds included in this project.

With the construction of the roundabout, four driveway accesses will be eliminated from the north side of Main Avenue. A new street (Lawrence Drive) will be constructed to the north. The drives will be relocated to north Lawrence Drive.

The City hired a consultant to complete a preliminary design of the roundabout. The design included gathering information on peak hour volumes (2015), projecting 20-year volumes (2035), running models (Sidra, HCS, and Rodel), and creating a roundabout design (attached).

The proposed roundabout is located just east of the northbound IH 41 on and off ramp intersection (roundabout) and west of a signalized intersection at Main and Tenth. Main Avenue is a City street. Due to the proximity of the proposed roundabout to the IH 41 roundabout, WisDOT approval will be required for the project. The proposed design and access changes (elimination of drives and addition of north Lawrence Drive) were submitted to the WisDOT. Preliminary WisDOT approval was received on March 15, 2017. A copy of the letter is attached. The approval is contingent on the following:

- The final roundabout design must be approved by WisDOT.
- There shall be a minimum of 275' from end of splitter-island for northbound I-41 ramp to end of splitter-island of the new roundabout at Lawrence.

- There shall be no driveways on either side of the north leg of the roundabout for 150' from the yield line.
- All access rights for the properties lying west of Lawrence drive on the north side of Main Street shall be deeded to the DOT.
- Signal detection will be required on Main Street between Tenth Street and Lawrence so that if the eastbound traffic queue at Tenth Street approaches the roundabout, Main Street will be allowed to clear to prevent traffic backing up into the roundabout.
- Final redesign of the park and ride lot must be approved by the DOT.
- The City will need to work with the DOT to purchase whatever park and ride land or other DOT owned land that is needed (DOT contact Curt VanErem 920-360-3791).

The proposed roundabout impacts the WisDOT park and ride lot located at the southwest corner of the intersection. WisDOT is requiring that the park and ride be redesigned so that there is no net loss of parking stalls. The City created a concept of the modified park and ride with no net loss of stalls. A copy has been attached.

The roundabout is to be constructed in 2018. Two different construction concepts have been completed for the project. One concept for the construction is a full closure of the intersection with traffic detoured around Mid Valley Drive, Grant Street, and Ninth Street. The second concept is to maintain eastbound traffic throughout construction and detour westbound traffic.

The scope of services for the proposed roundabout includes design and construction. For construction, two different options will be required, depending on a full closure of Main Avenue and Lawrence Drive (12 weeks) or partial closure (20 weeks)

SCOPE OF SERVICES AND CITY RESPONSIBILITIES FOR DESIGN:

Scope of design services:

- Topographic Survey
Complete a topographic survey of the entire project area for design. Call in locates and survey all existing utilities.
- Phase I Hazardous Materials Investigation for the right of way to be acquired.
- Soil Borings
Complete soil borings as determined by the consultant for the pavement design report.
- Pavement Design Report
Based on the soil borings, determine the required pavement thickness. Main Avenue and South Lawrence Drive will be concrete pavement. North Lawrence Drive will be concrete from the roundabout to the end of the splitter island and asphalt concrete pavement from the splitter island to the north.
- Utility Coordination
Coordinate with all utilities located within the project corridor.
- Sanitary Sewer, Water Main, and Storm Sewer Design
Design sanitary sewer, water main, and storm sewer within the project limits. The sanitary

sewer and water main will be designed to service future development north on Lawrence Drive. The City has a preliminary layout (see attached) and will assist with the ultimate service areas for the utilities. Create a design for storm sewer to service the Main Avenue and Lawrence Drive roundabout. The City designs for a 5-year rain event using the rational method. There is mainline storm sewer in the project corridor. The consultant will design the storm sewer to service road and be sized to service some of the adjacent properties. Create plan and profile sheets for the sanitary sewer and water main design. Create plan and profile sheets with the storm sewer and street design.

- **Storm Water Management**
The existing storm water from the site is treated to 40% TSS reduction by a regional pond located on the west side of IH 41 on the north side of Main. Prepare required WDNR storm water permits.
- **Right of Way Plat**
Complete by July 31, 2017, a right of way plat for the right of way to be acquired by the City showing at least the following:
 1. Schedule of interests;
 2. Beginning and ending stations;
 3. Survey line or centerline for alignments;
 4. The old and new right of way limits with sufficient ties to the survey line to allow for legal descriptions of the areas to be acquired;
 5. Parcel identification numbers shown;
 6. Area of parcel to be acquired;
 7. Area of any parcel remnants.
- **Roundabout Design**
Complete the design of the roundabout, including all legs with the limits as shown on the exhibits. Create plan and profile sheets, typical sections, cross sections, joint layout, detailed plans for the construction, pavement marking and other sheets required to construct the roundabout. Utilize the preliminary design attached as a guide.
- **Provide a landscaping plan for the roundabout and splitter islands.**
Create a plan utilizing City standards for landscaping in roundabouts. Provide details and plans for splitters islands following the City standard of red colored concrete with a stamped brick.
- **Park and Ride Design**
Create a design for the modifications to the park and ride to maintain the existing number of stalls. Create plan and profile sheets, detailed plans, and pavement marking plans and other sheets required to construct the lot. Include plans for the relocation/removal/addition of street lights.
- **Traffic Signal upgrades at Main Avenue and Tenth Street to accommodate the advanced detection at the roundabout.**
Design upgrades to the Main and Tenth Street signal for advanced detection at the Main Avenue and Lawrence Drive roundabout. The control cabinet for this signal also controls the Main and Lawrence signal. Create plans, details, and diagrams for the work at the signal.
- **Plan Set Preparation**
Provide a cover sheet for City signatures, standard symbol and abbreviation sheet, and

construction detail sheets.

- Bid Document Preparation
Prepare project manual, technical specifications, bid items and associated measurement for payment descriptions following City format. Provide in a Word document. Provide a cost estimate for storm sewer and roundabout/street construction.
- Bid Project
Prepare bid documents. Assist the City in answering bidder questions. Assist in the preparation of any addenda required that is related to the consultants design responsibilities. The City will publish the bid ad in the paper and post the bid documents on QwestCDN.

In addition to the above detailed items, coordinate the design, reviews, and approval of the final design with WisDOT.

In addition to the detailed scope of services, include seven meetings for the project. Meetings will consist of the following:

1. Kickoff meeting.
2. Business meeting
3. WisDOT Meeting
4. Design review meeting – 30%
5. Design review meeting – 60%
6. Design review meeting – 90%.
7. Design meeting with the Board of Public Works
8. Design meeting with the Common Council.

The majority of correspondence and review will be completed via e-mail.

City responsibilities and information to be provided:

- Obtaining detour route approvals.
- Pay regulatory permit fees
- Provide parcel maps in AutoCAD
- Provide the preliminary roundabout, sanitary sewer, and water main design in AutoCAD
- Provide the preliminary report in .pdf
- Provide City roundabout landscaping standards in .pdf
- Provide preliminary park and ride layout in .pdf
- Provide drainage basin area in an AutoCAD
- Provide the City draft project manual in Microsoft Word
- Provide 2017 City of De Pere Standard Specifications – .pdf
- Provide a generic list of City bid items in an Excel format.
- Open bids.

The City will advertise the project. The consultant will provide the project manual and plans for bidding the project. The project manual will include the technical specifications, bid items, and measurement for payment items to the City. The bid items and corresponding measurement for

payment descriptions will follow the City format.

The project will be posted on QuestCDN by the City. The consultant will be available to answer bid questions.

SCOPE OF SERVICES AND CITY RESPONSIBILITIES FOR CONSTRUCTION:

For roundabout construction, two different options will be required, depending on a full closure of Main Avenue and Lawrence Drive (12 weeks) or partial closure (20 weeks). In addition to the roundabout construction, we are anticipating an additional two weeks of construction for sanitary sewer and water main while the intersection is open to traffic.

The consultant will submit two different proposals for construction services, depending on which construction alternative is chosen by the City. For both proposals, the following tasks will be required for the storm sewer and roundabout construction:

- Host a preconstruction meeting at the City. Prepare all documentation for the meeting.
- Review and approve shop drawings for the project.
- Perform construction staking.
- Provide full time construction observation for sanitary sewer, water main, and storm sewer construction. Perform full time inspection during concrete paving and partial inspection during other phases of street construction.
- Complete record survey and record drawings for construction.

The scope of services for construction will include an item for additional design/sheet creation that will be required if the City chooses the option for maintaining east bound traffic throughout construction.

SCHEDULING:

The schedule for the project is as follows:

- Receive proposals by April 27, 2017
- Award the proposal at the Board of Public Works on May 8th and the Common Council on May 16th.
- Begin design as soon as the agreement is signed (around June 1, 2017)
- Complete the right of way plat by July 31, 2017
- Advertise project in January 2018
- Bid opening and award in February of 2018
- Begin utility construction in April of 2018
- Begin roundabout construction in May of 2018
- Complete roundabout construction by the end of September of 2018.

INSURANCE:

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

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their sub consultants in prosecuting the work.

FEE:

A fee schedule has been included for use on your proposal.

DELIVERY:

The deliverables for the project as identified which may include the following:

1. Plans in AutoCAD and .pdf for insertion on the bid documents. The City will bid the project on-line with the 11"x17" .pdf. plan set.
2. Provide technical specifications for bidding.
3. Provide bid items, quantities, and an engineer's estimate. The bid items are to be provided in a Word document. The estimate is to be provided in an Excel document.
4. Provide hard copy documentation and electronic files for the pavement design report and Phase I hazardous report.
5. Provide regulatory approvals.

The City will advertise and bid the project. The plans will be inserted into a City plan set. The City will provide the cover sheet. Additionally, the City will insert the technical specifications into the bid document. The City will provide the other components to the bid documents, such as notice to bidders, instructions to bidders, agreement, and general conditions.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

Proposed Fee Schedule

Company Name:_____

Company Address:_____

Company Address:_____

Company Representative:_____

Signature:_____

Fee (Design):_____

Fee (Construction – Complete Closure):_____

Fee (Construction – Partial Closure):_____

DESIGN		
Topographic Survey	\$	
Phase I Hazardous Investigation	\$	
Soil Borings	\$	
Pavement Design Report	\$	
Utility Coordination	\$	
Sanitary Sewer, Water Main, and Storm Sewer Design	\$	
Storm Water Management and Permitting	\$	
Right of Way Plat	\$	
Roundabout Design	\$	
Landscape Plan	\$	
Park and Ride Design	\$	
Traffic Signal Upgrades	\$	
Plan Set Preparation	\$	
Bid Document Preparation	\$	
Bid Project	\$	
	Per Meeting	Total
Meetings (8 Total)	\$	\$
TOTAL DESIGN COST		

CONSTRUCTION – COMPLETE CLOSURE – 12 WEEKS		
Attend Preconstruction Meeting	\$	
Review Shop Drawings	\$	
Perform Construction Staking – 120 Hours of Crew Time (Estimate)	PER Hour \$	\$
Perform Construction Administration – 160 Hours (Estimate)	PER Hour \$	\$
Perform Construction Observation – 760 Hours (Estimate)	PER Hour \$	\$
Complete Record Drawings	\$	
TOTAL CONSTRUCTION COST – COMPLETE CLOSURE	\$	

CONSTRUCTION – PARTIAL CLOSURE – 20 WEEKS		
Additional Design for Phasing	\$	
Attend Preconstruction Meeting	\$	
Review Shop Drawings	\$	
Perform Construction Staking – 180 Hours of Crew Time (Estimate)	PER Hour \$	\$
Perform Construction Administration – 220 Hours (Estimate)	PER Hour \$	\$
Perform Construction Observation – 960 Hours (Estimate)	PER Hour \$	\$
Complete Record Drawings		
TOTAL CONSTRUCTION COST – PARTIAL CLOSURE	\$	



April 27, 2017

ATTN: Mr. Eric P. Rakers, PE
 City of De Pere
 925 South Sixth Street
 De Pere, WI 54115-1199

Subject: Request for Qualifications for Design and Construction Management for Proposed Roundabout at Main Avenue and Lawrence Drive

Dear Mr. Rakers,

I am pleased to present our proposal to complete the design and construction management for the proposed roundabout at Main Avenue and Lawrence Drive to the City of De Pere. JT Engineering, Inc. is a woman-owned firm that was founded in 2005. Our team of experienced staff is fully dedicated to providing cost-effective transportation solutions for our clients, and we look forward to this opportunity to serve the City of De Pere. We view each project as a partnership and will listen to your needs, goals, and concerns while making successful delivery our top priority.

Our team's project manager will be Jed Munroe, PE. Jed is a WisDOT-qualified level 3 roundabout designer. He has focused on roundabout design for the past 9 years and has served in a similar capacity on a project in Neenah, WI. He provided design services for the horizontal layout, signing, marking, landscaping, traffic control staging and QA/QC on the remaining elements for four roundabouts on Winneconne Avenue and Green Bay Road. Our assistant project manager will be Andy Block PE. Andy has completed multiple PS&E packages for WisDOT's Northeast region and will be a valuable asset to our team. Our design team will also include Brad Groh, PE. Brad is a WisDOT-qualified level 1 roundabout designer and will primarily focus on the vertical design of the proposed roundabout.

JT Engineering has a large team of highly talented construction professionals based within a close proximity to the De Pere area, all of which have experience to help adequately assist with the field observation and construction administration of this project.

Our team of design and construction professionals work closely together, utilizing our past project experiences and lessons learned to deliver high-quality, cost-effective designs that exceed our client's expectations. We appreciate your consideration of JT Engineering, Inc. and look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Treadway'.

Craig Treadway, PE
 Vice President
 JT Engineering, Inc.

Proposed Fee Schedule

Company Name: JT Engineering, Inc.

Company Address: 1077 Centennial Centre Blvd.

Company Address: Hobart, WI 54155

Company Representative: Craig Treadway, P.E.

Signature: _____

Fee (Design): \$134,800.00

Fee (Construction – Complete Closure): \$86,780.00

Fee (Construction – Partial Closure): \$129,620.00

DESIGN		
Topographic Survey	\$4,000.00	
Phase I Hazardous Investigation	\$3,200.00	
Soil Borings	\$2,750.00	
Pavement Design Report	\$1,300.00	
Utility Coordination	\$5,300.00	
Sanitary Sewer, Water Main, and Storm Sewer Design	\$9,400.00	
Storm Water Management and Permitting	\$1,900.00	
Right of Way Plat	\$8,000.00	
Roundabout Design	\$42,800.00	
Landscape Plan	\$2,250.00	
Park and Ride Design	\$6,100.00	
Traffic Signal Upgrades	\$5,200.00	
Plan Set Preparation	\$32,800.00	
Bid Document Preparation	\$4,000.00	
Bid Project	\$1,000.00	
Meetings (8 Total)	Per Meeting	Total
	\$600.00	\$4,800.00
TOTAL DESIGN COST	\$134,800.00	

CONSTRUCTION – COMPLETE CLOSURE – 12 WEEKS		
Attend Preconstruction Meeting	\$1,380.00	
Review Shop Drawings	\$920.00	
Perform Construction Staking – 120 Hours of Crew Time (Estimate)	PER Hour \$96.00	\$11,520.00
Perform Construction Administration – 160 Hours (Estimate)	PER Hour \$92.00	\$14,720.00
Perform Construction Observation – 760 Hours (Estimate)	PER Hour \$73.00	\$55,480.00
Complete Record Drawings	\$2,760.00	
TOTAL CONSTRUCTION COST – COMPLETE CLOSURE	\$86,780.00	

CONSTRUCTION – PARTIAL CLOSURE – 20 WEEKS		
Additional Design for Phasing	\$16,500.00	
Attend Preconstruction Meeting	\$1,380.00	
Review Shop Drawings	\$1,380.00	
Perform Construction Staking – 180 Hours of Crew Time (Estimate)	PER Hour \$96.00	\$17,280.00
Perform Construction Administration – 220 Hours (Estimate)	PER Hour \$92.00	\$20,240.00
Perform Construction Observation – 960 Hours (Estimate)	PER Hour \$73.00	\$70,080.00
Complete Record Drawings	\$2,760.00	
TOTAL CONSTRUCTION COST – PARTIAL CLOSURE	\$129,620.00	

April 27, 2017

Eric P. Rakers, PE, City Engineer
 Scott Thoresen, PE, Director of Public Works
 City of De Pere
 erakers@mail.de-pere.org
 sthoresen@mail.de-pere.org

Re: Proposal – Main Avenue and Lawrence Drive Roundabout

Dear Mr. Rakers and Mr. Thoresen:

Ayres Associates gives you superior in-house roundabout design and construction management services to make the project at Main Avenue and Lawrence Drive a success. We are ready to go to work with you to complete your important project – on time and on budget. We offer the City of De Pere the following benefits:

- **Unmatched roundabout expertise.** With **Kevin Kuhlrow**, PE, as our lead roundabout designer, the City will work with one of the leading roundabout designers in the United States. He brings over 21 years of transportation design experience and is **qualified as a Wisconsin Department of Transportation (WisDOT) Level 3 roundabout designer**, the state's highest level.
- **Just down the road.** We have a vested interest in making sure everything goes smoothly on this project, which is **just 2 miles and a 5-minute drive from our office in Ashwaubenon**. Our employees drive through this intersection daily, and we hope to deliver an award-winning project that makes the City proud.
- **This is what we do.** From roundabout design to coordinating with WisDOT to transportation construction management, this project falls right in our wheelhouse. Ayres Associates has been providing high-quality transportation services to Wisconsin clients for more than 58 years.
- **Urban design experience.** Urban street reconstruction is a core service in our Ashwaubenon office. From Oneida Street in Ashwaubenon to Waldo Boulevard in Manitowoc, we have worked extensively throughout northeastern Wisconsin on urban projects just like yours.

Thank you for this opportunity to present our proposal. We look forward to working with you to improve the safety and function of the Main Avenue/Lawrence Drive intersection. If you have any questions or need more information, please contact either of us.

Sincerely,

Ayres Associates Inc



Troy B. Robillard, PE
 Manager – Transportation Services-East
 800.678.4828
 RobillardT@AyresAssociates.com



Eric Sorensen, PE
 Vice President
 800.666.3103
 SorensenE@AyresAssociates.com

TBR:tdp

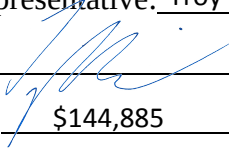
Proposed Fee Schedule

Company Name: Ayres Associates

Company Address: 3376 Packerland Drive

Company Address: Ashwaubenon, WI 54115

Company Representative: Troy B. Robillard, PE

Signature: 

Fee (Design): \$144,885

Fee (Construction – Complete Closure): \$97,718

Fee (Construction – Partial Closure): \$142,358

DESIGN		
Topographic Survey	\$ 7,998	
Phase I Hazardous Investigation	\$ 1,129	
Soil Borings	\$ 2,175	
Pavement Design Report	\$ 1,129	
Utility Coordination	\$ 3,764	
Sanitary Sewer, Water Main, and Storm Sewer Design	\$ 8,481	
Storm Water Management and Permitting	\$ 6,233	
Right of Way Plat	\$ 7,595	
Roundabout Design	\$ 38,452	
Landscape Plan	\$ 2,500	
Park and Ride Design	\$ 3,665	
Traffic Signal Upgrades	\$ 2,900	
Plan Set Preparation	\$ 29,734	
Bid Document Preparation	\$ 16,225	
Bid Project	\$ 3,305	
Meetings (8 Total)	Per Meeting	Total
	\$ 1,200	\$ 9,600
TOTAL DESIGN COST	\$ 144,885	

CONSTRUCTION – COMPLETE CLOSURE – 12 WEEKS		
Attend Preconstruction Meeting	\$ 1,804	
Review Shop Drawings	\$ 1,904	
Perform Construction Staking – 120 Hours of Crew Time (Estimate)	PER Hour \$ 165	\$ 19,800
Perform Construction Administration – 160 Hours (Estimate)	PER Hour \$ 113	\$ 18,080
Perform Construction Observation – 760 Hours (Estimate)	PER Hour \$ 73	\$ 55,480
Complete Record Drawings	\$ 650	
TOTAL CONSTRUCTION COST – COMPLETE CLOSURE	\$ 97,718	

CONSTRUCTION – PARTIAL CLOSURE – 20 WEEKS		
Additional Design for Phasing	\$ 13,360	
Attend Preconstruction Meeting	\$ 1,804	
Review Shop Drawings	\$ 1,904	
Perform Construction Staking – 180 Hours of Crew Time (Estimate)	PER Hour \$ 165	\$ 29,700
Perform Construction Administration – 220 Hours (Estimate)	PER Hour \$ 113	\$ 24,860
Perform Construction Observation – 960 Hours (Estimate)	PER Hour \$ 73	\$ 70,080
Complete Record Drawings	\$ 650	
TOTAL CONSTRUCTION COST – PARTIAL CLOSURE	\$ 142,358	



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

April 27, 2017

Mr. Eric P. Rakers, P.E.
City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

RE: Letter Proposal – Main Avenue and Lawrence Drive Roundabout Design and Construction Management Services

Dear Mr. Rakers:

DLZ National, Inc. is pleased to present this letter proposal in response to the issued Request for Proposals (RFP) and the attached fee sheet for your consideration. DLZ is a full-service architecture, engineering, planning, surveying and construction services firm and a Minority-Owned Business Enterprise (MBE) that has been operating in the Midwest since 1916. DLZ will be the prime consultant for this project and will be responsible for roundabout design, drainage design, lighting design, maintenance of traffic design, landscaping design, pavement marking/signing design, park and ride design, and overall management and administration.

We are proud to have two exceptional firms on our team as subconsultants. Short, Elliott, Hendrickson, Inc. (SEH) will be responsible for signal design, survey, Right of Way (ROW) plat, utility coordination, utility design, permits, hazardous materials, construction services, and Quality Assurance/Quality Control (QA/QC) reviews.

River Valley Testing Corp will be in charge of geotechnical investigations and pavement design recommendations.

Key staff proposed for the project include:

- Matt Hamel, P.E. – Project Manager (DLZ)
- Sean Riley, P.E. – Roundabout Design, WisDOT Level 2 Qualified Designer (DLZ)
- Wes Butch – Quality Manager, WisDOT Level 3 Qualified Designer (DLZ)
- William Zipp, P.E. – QA/QC (DLZ)
- Jeff Swenson, P.E. – Lighting Design (DLZ)
- Robert Sherman, RLA – Landscape and Parking Lot Design (DLZ)
- Jeff Saxby – SEH Team Lead (SEH)
- Keith Kindred – Survey (SEH)
- Ryan Sauter – Hazardous Material Assessment (SEH)
- Josh Woller – Traffic Signal Design (SEH)
- Alex Saunders – Utility Coordination, Water Main and Sanitary Sewer Design, QA/QC (SEH)



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Mr. Eric Rakers, P.E.
City of De Pere
Main Avenue/Lawrence Drive Roundabout
Page 2 of 3

- Ryan Van Camp – Storm Water Permitting (SEH)
- Jason Cance – ROW Plat (SEH)
- Kristen Fuller – Construction Oversight (SEH)

We have also developed clarifications to the scope and assumptions that were the basis for our proposed fees. They are as follows:

1. Our base design fee for the roundabout street lighting is based on photometrics and the design of the standard LED street lighting luminaire and pole used by the City of De Pere (City) including providing receptacles for each light. Our base design fee is based on the City providing direction for which luminaire and pole the City would like to use.
2. Our base design fee does not include photometrics for the relocation of the park and ride lighting. The park and ride lighting will use WisDOT's standard light fixtures, poles, and foundations matching what is currently in the park and ride.
3. Our base design fee is based on the design of a maximum of two proposed non-decorative sign bridges per City Standards and assumes that the WisDOT sign bridge on WB Main Avenue will not need to be relocated. Our base design fee assumes that details for the City's standard sign bridge used on previous City projects will be provided for our design.
4. Our base design fee does not include specialized geotechnical design if poor soils are encountered.
5. Our base design fee is based on cross section sheets with a 50-foot spacing. Our base design fee does not include modeling the splitter islands and central roundabout island in 3D and showing them in the cross sections. Our base design fee also does not include showing existing or proposed underground utilities (including storm sewer) on the cross sections.
6. Our base design fee does not include leading any public involvement/business coordination beyond the meetings listed in the RFP.
7. Our base design fee is based on developing a maximum of two exhibits per meeting listed in the RFP and does not include developing any additional exhibits or flyers.
8. Our base design fee does not include additional traffic analysis (beyond what has already been completed for previous studies) for the proposed roundabout or for maintenance of traffic.
9. Our base design fee is based on developing 11x17 plans per the City's standards and typical plan format and assumes we will receive AutoCAD/Civil3D seed files that the City typically uses to develop their plans.
10. Our base design fee also assumes we will receive a sample set of plans in PDF and AutoCAD format that we can use to develop our plans.
11. Our base design fee is based on developing 11x17 plan and profile sheets at 40-scale.
12. Our design fee for additional design for phased construction is based on developing 11x17 plan sheets at 80-scale.
13. Our base design fee is based on using aerial imagery provided by the City as a background for developing detour plans.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Mr. Eric Rakers, P.E.
City of De Pere
Main Avenue/Lawrence Drive Roundabout
Page 3 of 3

14. Our base design fee is based on sending our milestone submittals to WisDOT for review. We anticipate that the meeting with WisDOT will be after the 30% plans are developed so we can incorporate any comments they have early in the design process.
15. Our base design fee includes updating the roundabout design exhibits that were provided during the study but does not include creating any additional roundabout design exhibits.
16. Our base design fee does not include any oversized/overweight truck design or investigation.
17. Our base design fee is based on utilizing a manufacturer supplied design for any retaining walls that are needed.
18. Our base design fee assumes that the existing storm sewer trunk line along Main Avenue that drains to WisDOT's pond will remain and can handle any additional flow from the roundabout. Our base design fee does not include any specialized BMP design and assumes that the storm water will be sufficiently treated by WisDOT's pond. Our base design fee does not include any retention/detention pond design.
19. Our base design fee assumes that the proposed park and ride will not have curb and gutter or an enclosed drainage system matching the existing park and ride.
20. Our base design fee assumes that all borings can be done with a truck mounted rig and that an ATV mounted rig will not be necessary.

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this proposal. The Client referred to in the Standard Terms and Conditions refers to the City of De Pere. If you approve and accept this proposal, please sign, date and return one copy of this letter for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this proposal in your paperwork.

DLZ appreciates this opportunity to be considered for this important project. If you have any questions, do not hesitate to contact our office.

Sincerely,

DLZ NATIONAL, INC.

Manoj Sethi, P.E.
Vice President

Approved and Accepted

Signature _____
Printed Name _____
Title _____
Date _____

Attachments: Fee Sheet, Standard Terms and Conditions

V:\Opportunities\Madison\2017\Federal\{MA170004NA} City of De Pere WI - Roundabout Design Main Ave and Lawrence Dr\Working Proposal\DLZ Proposal Letter (4-27-17).docx

Proposed Fee Schedule

Company Name: DLZ National, Inc.
 Company Address: 2810 Crossroads Drive, Suite 4000, Madison, WI 53718
 Company Representative: Manoj Sethi, P.E. 
 Signature: _____
 Fee (Design): \$ 303,510.00
 Fee (Construction - Complete Closure): \$ 135,890.00
 Fee (Construction - Partial Closure): \$ 202,810.00

DESIGN		
Topographic Survey	\$	13,060.00
Phase I Hazardous Investigation	\$	6,020.00
Soil Borings	\$	8,730.00
Pavement Design Report	\$	5,330.00
Utility Coordination	\$	12,540.00
Sanitary Sewer, Water Main, and Storm Sewer Design	\$	14,900.00
Storm Water Management and Permitting	\$	7,540.00
Right of Way Plat	\$	10,880.00
Roundabout Design	\$	65,170.00
Landscaping Plan	\$	5,720.00
Park and Ride Design	\$	14,280.00
Traffic Signal Upgrades	\$	8,630.00
Plan Set Preparation	\$	82,560.00
Bid Document Preparation	\$	21,070.00
Bid Project	\$	6,050.00
Meetings (8 Total)	Per Meeting	Total
	\$ 2,628.75	\$ 21,030.00
TOTAL DESIGN COST	\$	303,510.00

CONSTRUCTION - COMPLETE CLOSURE - 12 WEEKS		
Attend Preconstruction Meeting	\$	570.00
Review Shop Drawings	\$	1,900.00
Perform Construction Staking - 120 Hrs of Crew Time (Estimate)	Per Hour	
	\$ 112.33	\$ 13,480.00
Perform Construction Administration - 160 Hrs (Estimate)	Per Hour	
	\$ 151.19	\$ 24,190.00
Perform Construction Observation - 760 Hrs (Estimate)	Per Hour	
	\$ 113.38	\$ 86,170.00
Complete Record Drawings	\$	9,580.00
TOTAL CONSTRUCTION COST - COMPLETE CLOSURE	\$	135,890.00

CONSTRUCTION - PARTIAL CLOSURE - 20 WEEKS		
Additional Design for Phasing	\$	31,000.00
Attend Preconstruction Meeting	\$	570.00
Review Shop Drawings	\$	1,900.00
Perform Construction Staking - 180 Hrs of Crew Time (Estimate)	Per Hour	
	\$ 98.56	\$ 17,740.00
Perform Construction Administration - 220 Hrs (Estimate)	Per Hour	
	\$ 150.82	\$ 33,180.00
Perform Construction Observation - 960 Hrs (Estimate)	Per Hour	
	\$ 113.38	\$ 108,840.00
Complete Record Drawings	\$	9,580.00
TOTAL CONSTRUCTION COST - PARTIAL CLOSURE	\$	202,810.00

EXHIBIT A**DLZ'S STANDARD TERMS AND CONDITIONS**

1. INVOICE AND PAYMENT PROCEDURES: DLZ shall submit invoices, once a month, at a minimum, to the CLIENT for Services accomplished during each calendar month.

The CLIENT hereby agrees that payment will be made for DLZ's Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The CLIENT hereby acknowledges that unpaid invoices shall accrue interest at 18 percent per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the CLIENT's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this Agreement and pursue its remedies for collection.

2. CONSTRUCTION SERVICES: Construction Phase Services are not intended to include exhaustive detailed inspections of contractor work but site observations to become generally familiar with and to keep CLIENT informed about the progress and quality of work. The Contractor is solely responsible for its compliance or noncompliance with the Contract Documents. If, under this Agreement, professional services are provided during the construction phase of the project, DLZ shall not be responsible for or have control over contractor means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall DLZ be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will DLZ have any direct contractual relationship with the Construction Manager, Contractor, any subcontractors, material suppliers or other consultants unless DLZ and the CLIENT expressly agree otherwise in writing. CLIENT agrees that DLZ will perform on-site construction observation for this project and that such services will not be performed by others.

3. SUBSURFACE INVESTIGATION: DLZ makes no representations concerning soil conditions unless specifically included in writing in this Agreement, and DLZ is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

4. AGENCY REVIEW: In the event that, due to a change in applicable laws or a change in the requirements or policies of a governmental agency after the date of this Agreement, additional office or field work is required, said additional work shall be paid for by CLIENT as extra work.

5. SURVEY STAKING: In the event that any survey staking is disturbed by an act of God or parties other than DLZ, the cost of restaking shall be paid for by CLIENT as extra work.

6. MISCELLANEOUS EXPENSES: The CLIENT shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

7. CHANGE OF SCOPE: The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by DLZ and CLIENT. DLZ will promptly notify CLIENT of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement before commencement of any change in scope.

8. SAFETY: DLZ shall establish and maintain programs and procedures for the safety of its employees. DLZ specifically disclaims any authority or responsibility for general job site safety and safety of persons other than DLZ employees.

9. REUSE OF PROJECT DELIVERABLES: Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by CLIENT for any purpose other than that for which such documents or deliverable were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, shall be at CLIENT's sole risk.

10. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contract bids or actual cost to CLIENT.

11. INSURANCE: DLZ will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with all legal requirements and DLZ business requirements. Certificates evidencing such coverage will be provided to CLIENT upon request. For projects involving construction, CLIENT agrees to require its construction contractor, if any, to include DLZ as an additional insured on its policies relating to the Project. DLZ coverage referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNITY: To the fullest extent permitted by law, DLZ shall indemnify and save harmless CLIENT from and against liability and damages sustained by CLIENT, its employees, and representatives by reason of injury or death to persons or damage to tangible property to the proportionate extent caused directly by the negligence of DLZ or its employees.

13. LIABILITY: No employee of DLZ, its parent, subsidiary or affiliate companies, shall have individual liability to CLIENT. DLZ's total liability to CLIENT, and CLIENT's coverage under any of DLZ's insurance policies as an additional insured, if provided, for any and all injuries, claims, losses, expenses or damages arising out of DLZ's Services or this Agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by DLZ under this Agreement. If CLIENT desires a limit of liability greater than provided above, CLIENT and DLZ shall include in the Agreement the amount of such limit and the additional compensation to be paid to DLZ for assumption of such risk.

14. PREVAILING PARTY LITIGATION COSTS: In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party. Any litigation shall be governed by the laws of the state in which the Project is located. The sole venue for any lawsuit filed as a result of this Agreement is the county in which the project is located.

15. AUTHORITY: The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

16. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims regarding DLZ's performance under this Agreement shall expire one year after Project Completion.

17. SCHEDULE: DLZ shall not be responsible for the Contractor's schedule or failure to carry out the Work in accordance with the Contract documents. DLZ shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work.

18. SHOP DRAWINGS: DLZ will review shop drawings solely for general conformance with design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions or quantities, constructability, performance, compatibility with other construction components, or their compliance with the requirements of the Contract Documents, such as Buy America requirements, all of which remain the responsibility of the Contractor. DLZ's review also is not for the purpose of reviewing or approving the Contractor's safety precautions or construction means, methods, techniques, sequences or procedures.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #17-39, Authorizing Swan Road Extension Agreement 2017 Between the Green Bay Metropolitan Sewerage District, the City of De Pere, the Town of Ledgeview and Ledgeview Sanitary District No. 2. (Extension of Swan Road Interceptor)

The Board of Public Works at the May 8, 2017 meeting approved the agreement.

The Green Bay Metropolitan Sewerage District (GBMSD) is extending the Swan Road Interceptor in 2017. This interceptor is designed to provide sanitary sewer service to the City of De Pere and Town of Ledgeview. In the City, the interceptor will provide service to 294.2 acres. Some of this area is already developed south of Rockland Road and west of CTH PP. The area that is already developed currently flows through a Town of Ledgeview sanitary sewer. The City does not have an agreement with the Town for use of this sewer. Upon completion of the interceptor, the City sewer will be disconnected from the Town sewer and reconnected to the interceptor.

The Swan Road Interceptor ultimately discharges to the Charles Street Interceptor. The Charles Street Interceptor has limited capacity at this time. GBMSD is proposing to upsize the Charles Street Interceptor in 2018. As part of the agreement, the City is not able to discharge additional wastewater from the future service area to the Swan Road Interceptor until the Charles Street Interceptor is upsized. The City will not be charged for the Swan Road Interceptor until the Charles Street Interceptor is upsized.

There are two charges associated with the Swan Road Interceptor that will be charged in 2018 area as follows:

- Swan Road Interceptor \$204,126.51
- Downstream Capacity \$236,509.94

These costs are based on calculation from GBMSD and received on February 17, 2017. The Swan Road Interceptor cost is the City's share (based on flow) of the cost to extend the Swan Road Interceptor. The downstream capacity charge is the City's cost (again based on flow) for the use of existing Swan Road Interceptor downstream of the newly constructed interceptor.

The City costs were included in the 2017 budget in the amount of \$500,000 from the Sewage Revenue Fund.

ATTACHMENTS:

- Reso17-39 (DOCX)
- Swan Rd Draft Extension Agreement R8 4-27-17 (PDF)

RESOLUTION #17-39

AUTHORIZING SWAN ROAD EXTENSION AGREEMENT 2017 BETWEEN THE GREEN BAY
METROPOLITAN SEWERAGE DISTRICT, THE CITY OF DE PERE, THE TOWN OF LEDGEVIEW AND
LEDGEVIEW SANITARY DISTRICT NO. 2
(Extension of Swan Road Interceptor)

WHEREAS, the Green Bay Metropolitan Sewerage District (GBMSD) and the City are parties to the De Pere/GBMSD East Side Sewer Improvement Agreement 1997, which allocates capacity in existing segments of the Swan Road Interceptor to the City, Ledgeview and GBMSD; and

WHEREAS, development in De Pere, Ledgeview, and other potential areas in GBMSD's jurisdiction have necessitated an extension of the Swan Road Interceptor to provide additional capacity for such areas; and

WHEREAS, the parties wish to enter into the Swan Road Extension Agreement, attached hereto and incorporated herein as Exhibit A, setting forth the terms and conditions thereof; and

WHEREAS, this matter has been reviewed by the Board of Public Works which recommends its approval thereof.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Swan Road Extension Agreement (Exhibit A), subject to changes as deemed necessary by the City Attorney.

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 16th day of May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

SWAN ROAD EXTENSION AGREEMENT 2017

THIS SWAN ROAD EXTENSION AGREEMENT 2017, is made and entered this ____ day of _____, 2017, by and among **THE GREEN BAY METROPOLITAN SEWERAGE DISTRICT** (“GBMSD”), **THE CITY OF DE PERE** (“De Pere”), **THE TOWN OF LEDGEVIEW**, and **LEDGEVIEW SANITARY DISTRICT NO. 2** (collectively, “Ledgeview”).

BACKGROUND OF THIS AGREEMENT

- A. GBMSD is a metropolitan sewerage district organized under Chapter 200, Wisconsin Statutes. De Pere and Ledgeview are municipalities who are members of GBMSD.
- B. De Pere and Ledgeview both have allocated capacity in the Swan Road Interceptor, which includes the East River lift station and associated forcemains, the Charles Street Interceptor, and the Northeast Interceptor, which are owned and operated by GBMSD.
- C. Development in De Pere, Ledgeview, and potentially other areas within GBMSD’s jurisdiction require an extension of the Swan Road Interceptor and upgrade of the Charles Street Interceptor.
- D. The parties have agreed that GBMSD shall construct an extension of the Swan Road Interceptor (“Swan Road Extension”) and that De Pere and Ledgeview will purchase additional capacity in the Swan Road Interceptor and downstream interceptor segments from GBMSD upon completion of the Swan Road Extension and the upgrade of the Charles Street Interceptor.

E. GBMSD intends to upgrade the Charles Street Interceptor no later than the end of 2018.

NOW, THEREFORE, the parties agree as follows:

1. Acknowledgment of Current Allocated Capacities. GBMSD and De Pere are parties to the De Pere/GBMSD East Side Sewer Improvement Agreement 1997 (“East Side Sewer Agreement”) which allocates capacity in existing segments of the Swan Road Interceptor to De Pere, Ledgeview, and GBMSD. Pursuant to the terms of the East Side Sewer Agreement De Pere purchased 0.33 cfs of additional capacity in the Swan Road Interceptor from GBMSD in 2005 for 104 acres of additional territory De Pere annexed from Rockland. The additional territory for which De Pere purchased capacity in the Swan Road Interceptor in 2005 is shown in red on the attached Exhibit A. In 2014, De Pere also purchased additional capacity of 0.066 cfs for approximately 11 acres of territory in De Pere shown in brown on Exhibit A. Based on De Pere’s purchase of this additional capacity, the parties acknowledge that the attached Exhibit B accurately summarizes the allocated capacities in existing segments of the Swan Road Interceptor as of the date of this Agreement.

2. Construction of Swan Road Extension. GBMSD shall design, construct, and own the Swan Road Extension along the route described on attached Exhibit C. The Swan Road Extension will be constructed to serve territory currently in De Pere, Ledgeview, and other areas within GBMSD’s jurisdiction (the “Reserve Capacity Area”) as shown on attached Exhibit D. The territory in De Pere is designated in red, the territory in Ledgeview is designated in blue, and the Reserve Capacity Area is designated in green on Exhibit D. GBMSD agrees to use reasonable efforts to complete construction on or before June 10, 2017 and pursue the

construction with reasonable diligence. GBMSD estimates that the approximate cost to design and construct the Swan Road Extension will be \$270,000.

3. Allocation of Capacity in the Swan Road Extension and Downstream Segments of the Swan Road Interceptor. Upon completion of the Swan Road Extension and the upgrade to the Charles Street Interceptor, GBMSD shall allocate capacity in the Swan Road Extension and downstream segments of the Swan Road Interceptor to De Pere for the additional territory located in De Pere designated in red on attached **Exhibit D**. GBMSD shall allocate capacity to Ledgeview for the territory designated in blue on attached **Exhibit D**. The allocated capacities in the Swan Road Extension and downstream segments of the Swan Road Interceptor allocated to De Pere and Ledgeview following completion of the Swan Road Extension and Charles Street Interceptor are shown on attached **Exhibit E**. Provided, however, that this allocation of capacity shall not go into effect until GBMSD's completion of the upgrade to the Charles Street Interceptor. GBMSD shall not unreasonably deny or delay future requests by Ledgeview or De Pere to reallocate territory within their jurisdictions served by the Swan Road Interceptor.

4. Payment by De Pere for Capacity in Existing Swan Road Interceptor. With respect to the additional allocated capacity in existing segments of the Swan Road Interceptor purchased by De Pere pursuant to this agreement, De Pere shall pay GBMSD the actual construction costs attributable to the capacity purchased, together with the actual interest costs incurred by GBMSD attributable to the purchased capacity from the date of construction to receipt of payment. Payment by De Pere shall be payable upon completion of the Swan Road Extension and the upgrade of the Charles Street Interceptor. Ledgeview has previously been allocated and paid for capacity for the territory designated in Blue on **Exhibit D** in the existing Swan Road Interceptor.

5. Payment by De Pere and Ledgeview for Capacity in the Swan Road Extension.

De Pere and Ledgeview shall pay for their allocated capacities in the Swan Road Extension as provided by GBMSD's Sewer Use Ordinance. Payments by De Pere and Ledgeview shall be paid upon completion of the Swan Road Extension and the upgrade to the Charles Street Interceptor.

6. Payment by De Pere for Reserve Capacity Upon Annexation. In the event De Pere annexes any of the Reserve Capacity Area shown in green on Exhibit D, De Pere shall pay GBMSD the costs attributable to the capacity in the Swan Road Extension and downstream interceptor segments which GBMSD has reserved for the portion of the Reserve Capacity Area annexed by De Pere. The amount of De Pere's payment shall be determined according to Section 5.25 of GBMSD's Sewer Use Ordinance and the GBMSD/De Pere 2007 Annexation and Consolidation Agreement as applicable. The payment by De Pere shall be payable upon annexation of any portion of the Reserve Capacity Area and completion of the upgrade to the Charles Street Interceptor.

7. Extensions and Connections to the Swan Road Extension. De Pere and Ledgeview shall not make any extensions to the Swan Road Extension or any connections, including laterals, to the Swan Road Extension without GBMSD's prior written approval, which approval shall not be unreasonably withheld or delayed.

8. Notice. Any notice required under this Agreement shall be delivered personally or sent by certified mail, return receipt requested, to the parties at their addresses set forth below. Any party may by written notice at any time designate a different address to which notices shall

be subsequently sent. Notices given by certified mail, return receipt requested, shall be deemed received when mailed:

To GBMSD:

Executive Director
Green Bay Metropolitan Sewerage District
2231 North Quincy Street
Green Bay, WI 54302

To De Pere:

Mayor
City of De Pere
335 South Broadway
De Pere, WI 54115

To Ledgeview:

Town Chairman
Town of Ledgeview
3700 Dickinson Road
De Pere, WI 54115

9. Other Agreements. Except as provided herein, the terms and conditions of all other agreements among the parties shall remain in full force and effect.

10. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Wisconsin.

11. Amendment and Modification. This Agreement may only be amended or modified by written agreements executed by all parties to the Agreement.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

THE GREEN BAY METROPOLITAN
SEWERAGE DISTRICT

By: _____
Its: _____
Name: _____

THE CITY OF DE PERE

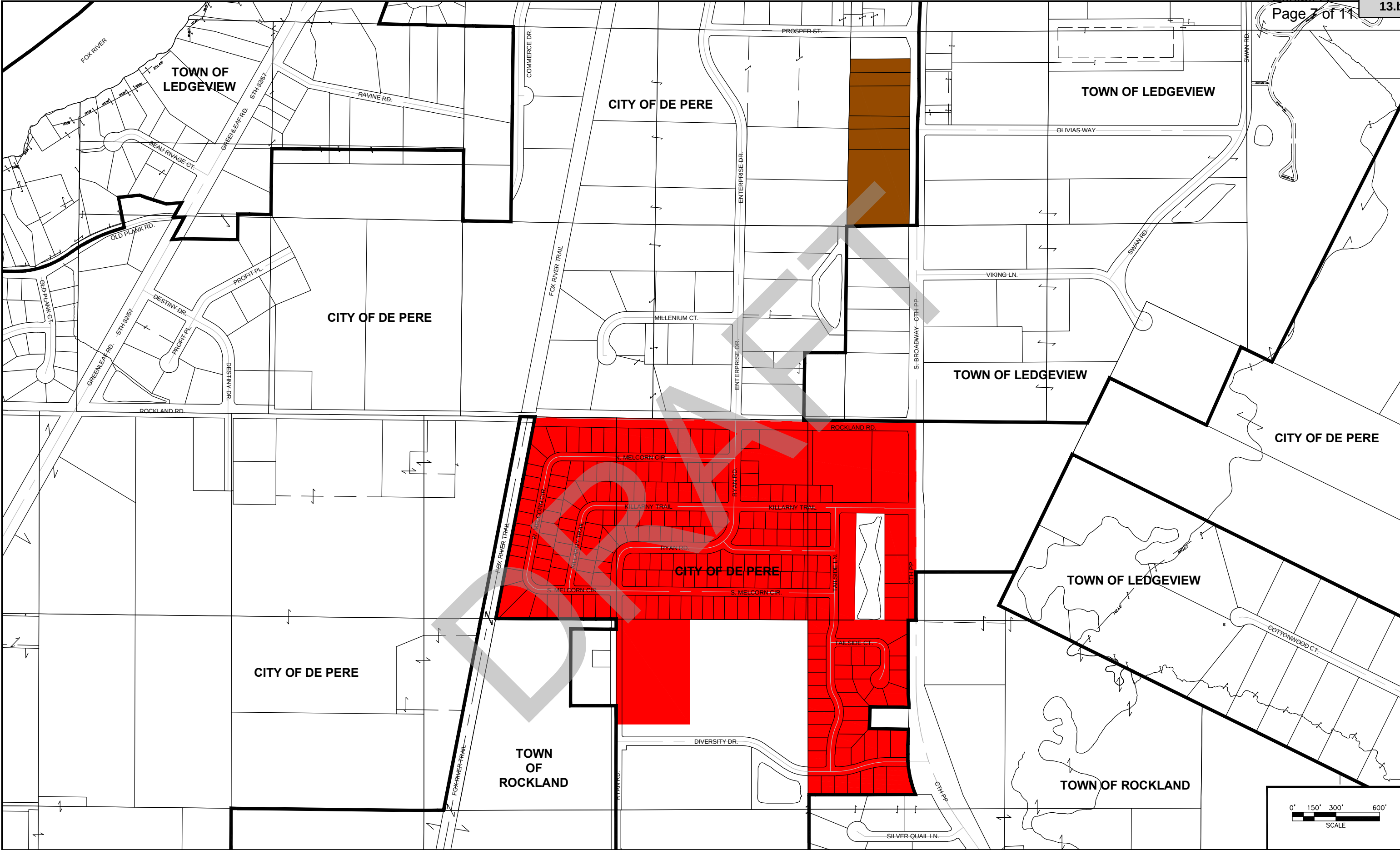
By: _____
Its: _____
Name: _____

THE TOWN OF LEDGEVIEW

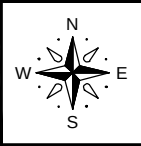
By: _____
Its: _____
Name: _____

LEDGEVIEW SANITARY DISTRICT NO. 2

By: _____
Its: _____
Name: _____



NO.	REVISIONS	DRN	CHK	DATE
1	Edited Municipal Boundary & Added City of De Pere annexed property to map	RR	LS	03/06/2017



NEW Water/GBMSD FACILITY MAP

NEW Water

Green Bay Metropolitan Sewerage District
2231 North Quincy Street, Green Bay, WI 54302
Phone: 920-432-4893 | Website: www.newwater.us

EXHIBIT A

SWAN ROAD INTERCEPTOR
DE PERE PURCHASES SINCE DE PERE/GBMSD EAST SIDE
IMPROVEMENT AGREEMENT, 1997

SCALE : See Scale Bar	PROJ. NO. :
DRAWN: R. Reinhart	FILE: 22x34 SR1 Service.dwg
REVIEWED:	
APPROVED:	
DATE:	

EXHIBIT B
Green Bay Metropolitan Sewerage District
Existing Capacities

Interceptors	Downstream Structure	Upstream Structure	Pipe Size (inches)	Total Projected Flow (cfs)	Reduced Peak Factor	Reduced Peak Flow (cfs)	De Pere Allocated Capacity (cfs)	Ledgeview Allocated Capacity (cfs)	GBMSD Capacity (Unallocated) (cfs)
Swan Road Interceptor - FM	CSI	MS-03	2 - 12	9.20	3.1	[7.13]	2.58 ⁴ [2.00]	6.22 ¹⁰ [4.82]	0.40 [0.31]
East River Lift Station	MS-03	MS-03	NA	9.20	3.1	[7.13]	2.58 ⁴ [2.00]	6.22 ¹⁰ [4.82]	0.40 [0.31]
Swan Road Interceptor	SRI-001	SRI-001-007	16/12	1.90	3.9	[1.85]	1.60 ³ [1.56]	0.30 ⁹ [0.29]	0.00 [0.00]
Swan Road Interceptor	MS-03	SRI-002	24	7.30	3.3	[6.02]	0.98 ² [0.81]	5.92 ⁸ [4.88]	0.40 [0.33]
Swan Road Interceptor	SRI-002	SRI-018	18	3.62	3.6	[3.26]	0.98 ^{2,2A} [0.88]	2.24 ⁷ [2.02]	0.40 [0.36]
Swan Road Interceptor	SRI-018	SRI-022	15	2.90	3.7	[2.68]	0.55 ^{1A} [0.51]	1.56 [1.44]	0.79 [0.73]
Swan Road Interceptor - Extension	SRI-022	Heritage Road (SRI-025)	15	2.90	3.7	[2.68]	0.40 ¹ [0.37]	1.56 ⁶ [1.44]	0.94 [0.87]
Swan Road Interceptor - Extension	SRI-025	SRI-033	12	1.95	3.8	[1.85]	0.40 ¹ [0.38]	1.12 ⁵ [1.06]	0.43 [0.41]
Swan Road Interceptor - Extension	SRI-033	Viking Lane (SRI-040)	12	1.76	3.8	[1.67]	0.40 ¹ [0.38]	1.12 ⁵ [1.06]	0.24 [0.23]

Notes:

[] Allocation at Reduced Peak Factor

1. 104 acres x 0.0032 cfs/acre = 0.33 cfs purchased in 2005 + 0.066 cfs purchased in 2013 for 11 acres on CTH PP = 0.396 cfs

1A. 0.4 cfs (from Note 1) + 0.15 cfs for Saddlebrook 4th, 5th, and 7th Addition that discharge at Paint Horse Trail and Horseshoe Lane (46.1 acres x 0.0032 cfs/acre)

2. 0.55 cfs (from Note 1A) + 0.43 cfs

2A. 0.15 cfs (Note 1A) + 0.43 (Note 2) = 0.58 cfs allocated in Exhibit C from De Pere/GBMSD East Side Sewer Improvement Agreement for the 18" on Chicago Street. A portion of the flow enters the SRI between SRI-022 and SRI-018. The remainder of the flow enters into the SRI between SRI-018 and SRI-002. SRI-022 to SRI-018 was separated out because it is a 15" pipe that is not specifically called out in the June 28, 2007 purchase letter that accompanied the check to Ledgeview or the De Pere/GBMSD East Side Sewer Improvement Agreement, 1997, but should not be combined with the 18" downstream (Chicago Street) because of the flow limitations in the pipe.

3. 1.60 cfs allocated in Exhibit C from the De Pere/GBMSD East Side Sewer Improvement Agreement, 1997

4. 0.40 cfs from 2005 and 2013 sales (see Note 1) + 2.18 cfs allocated in Exhibit C from the De Pere/GBMSD East Side Sewer Improvement Agreement, 1997

5. 1.12 cfs allocated in calculations included with the June 28, 2007 letter that accompanied the check to purchase this portion of the Swan Road Interceptor from Ledgeview

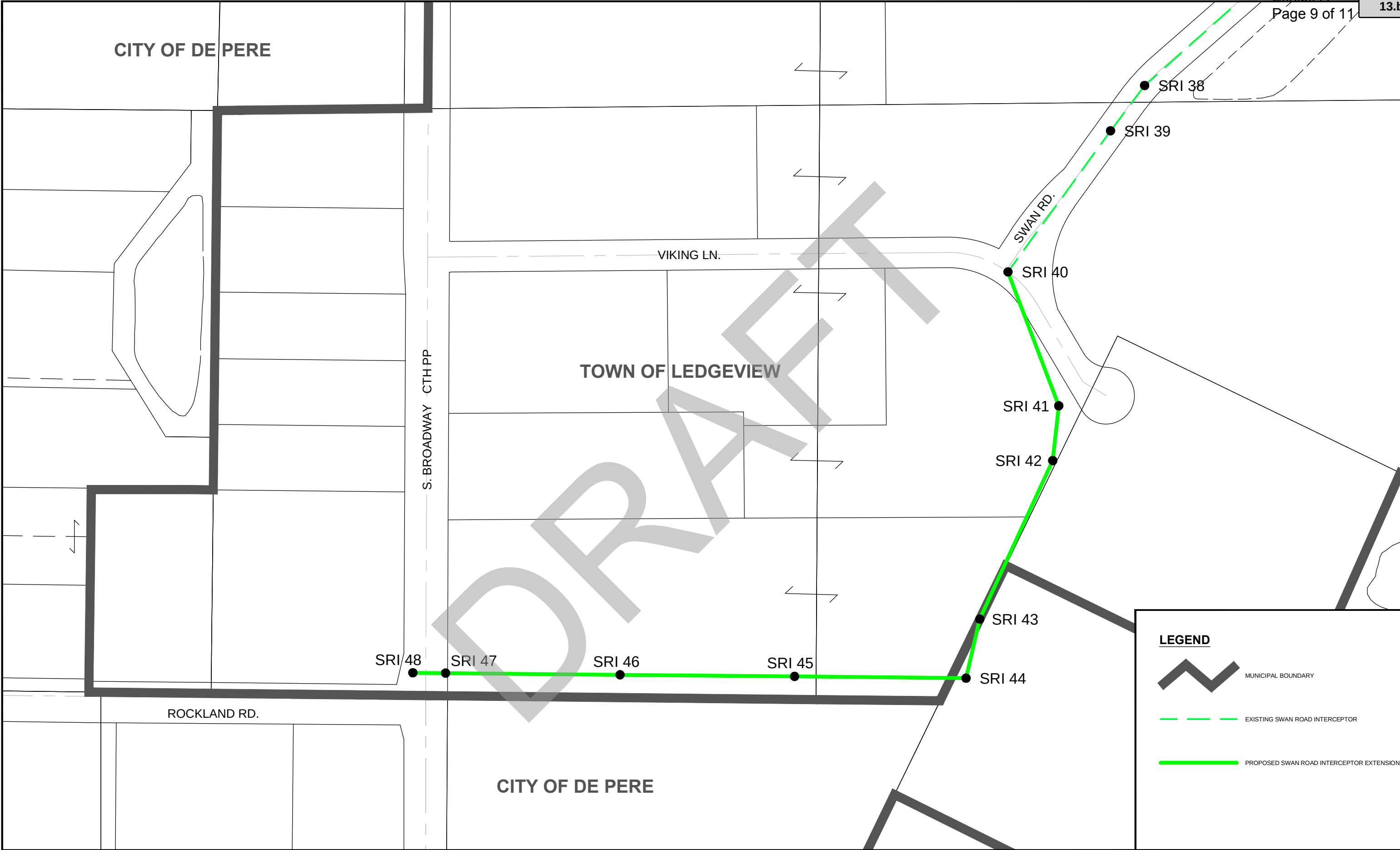
6. 1.56 cfs allocated in calculations included with the June 28, 2007 letter that accompanied the check to purchase this portion of the Swan Road Interceptor from Ledgeview

7. 2.24 cfs allocated in Exhibit C from the Ledgeview/GBMSD East Side Sewer Improvement Agreement, 1997

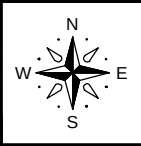
8. 5.92 cfs allocated in Exhibit C from the Ledgeview/GBMSD East Side Sewer Improvement Agreement, 1997

9. 0.30 cfs allocated in Exhibit C from the Ledgeview/GBMSD East Side Sewer Improvement Agreement, 1997

10. 6.22 cfs allocated in Exhibit C from the Ledgeview/GBMSD East Side Sewer Improvement Agreement, 1997



NO.	REVISIONS	DRN	CHK	DATE
1	Edited Municipal Boundary & Added City of De Pere annexed property to map	RR	LS	03/06/2017



NEW Water/GBMSD FACILITY MAP

NEWWater

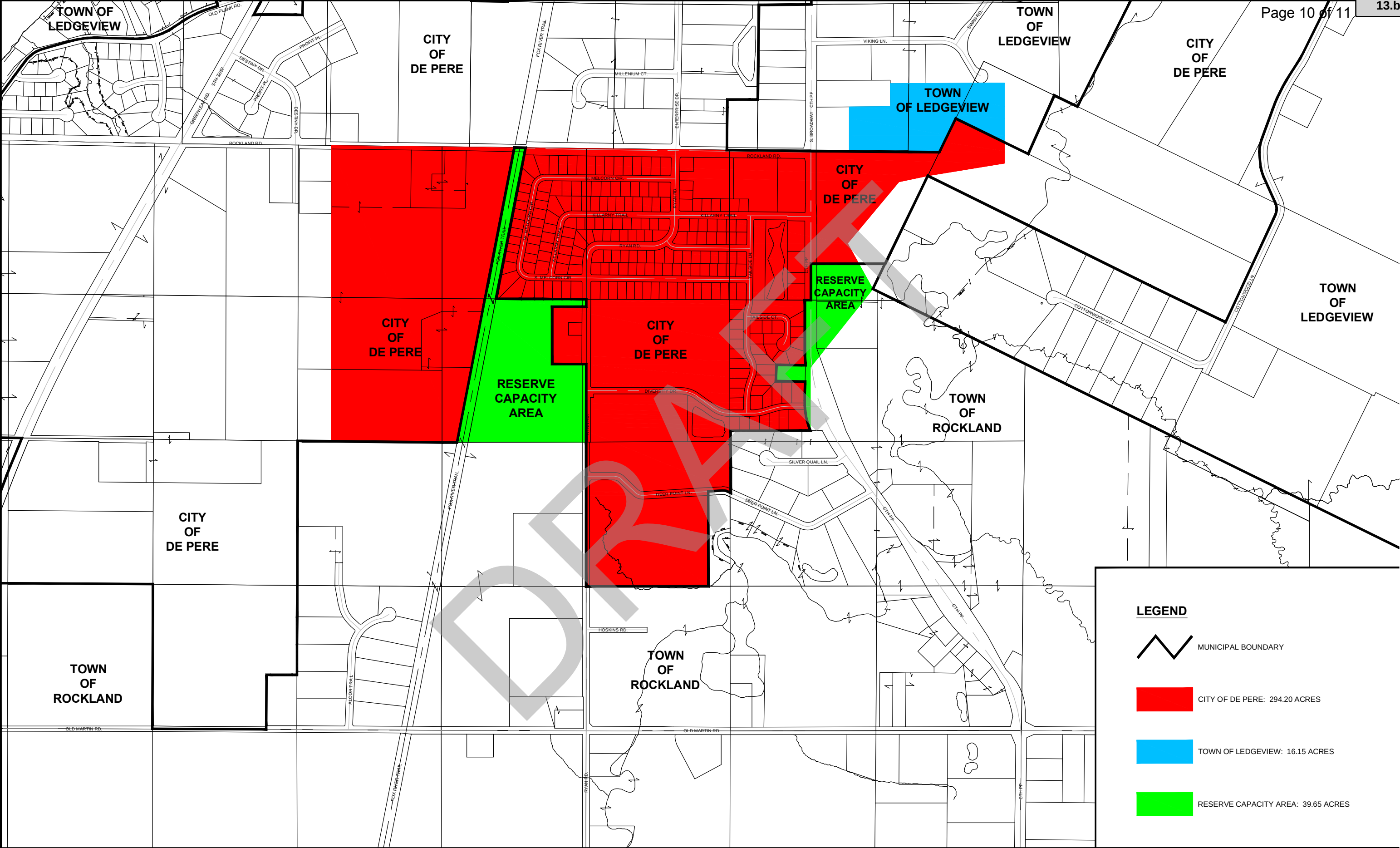


Green Bay Metropolitan Sewerage District
2231 North Quincy Street, Green Bay, WI 54302
Phone: 920-432-4893 | Website: www.newwater.us

EXHIBIT C

SWAN ROAD INTERCEPTOR EXTENSION

SCALE : NTS	PROJ. NO. :
DRAWN: R. Reinhart	FILE: 22x34 SRI Service.dwg
REVIEWED:	
APPROVED:	
DATE:	



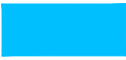
LEGEND



MUNICIPAL BOUNDARY



CITY OF DE PERE: 294.20 ACRES



TOWN OF LEDGEVIEW: 16.15 ACRES



RESERVE CAPACITY AREA: 39.65 ACRES

NO.	REVISIONS	DRN	CHK	DATE	NO.	REVISIONS	DRN	CHK	DATE
1	Added City of De Pere annexed property to map	RR	LS	01/27/2017					
2	Edited Municipal Boundary & Added City of De Pere annexed property to map	RR	LS	02/28/2017					



Green Bay Metropolitan Sewerage District
2231 North Quincy Street, Green Bay, WI 54302
Phone: 920-432-4893 | Website: www.newwater.us

EXHIBIT D

SWAN ROAD INTERCEPTOR
PROJECTED SERVICE AREA

SCALE : NTS	PROJ. NO. :
DRAWN: R. Reinhart	FILE: 22x34 SRI Service Area rev.dwg
REVIEWED:	
APPROVED:	
DATE:	

EXHIBIT E
Green Bay Metropolitan Sewerage District
Proposed Capacities

Interceptors	Downstream Structure	Upstream Structure	Pipe Size (inches)	Total Projected Flow (cfs)	Reduced Peak Factor	Reduced Peak Flow (cfs)	De Pere Allocated Capacity (cfs)	Ledgeview Allocated Capacity (cfs)	GBMSD Capacity (Unallocated) (cfs)
Swan Road Interceptor - FM	CSI	MS-03	2 - 12	9.70	3.1	[7.52]	3.19 ⁵ [2.47]	6.22 ¹² [4.82]	0.29 [0.22]
East River Lift Station	MS-03	MS-03	NA	9.70	3.1	[7.52]	3.19 ⁵ [2.47]	6.22 ¹² [4.82]	0.29 [0.22]
Swan Road Interceptor	SRI-001	SRI-001-007	16/12	1.90	3.9	[1.85]	1.60 ⁴ [1.56]	0.30 ¹¹ [0.29]	0.00 [0.00]
Swan Road Interceptor	MS-03	SRI-002	24	7.80	3.3	[6.44]	1.59 ³ [1.31]	5.92 ¹⁰ [4.88]	0.29 [0.24]
Swan Road Interceptor	SRI-002	SRI-018	18	4.12	3.6	[3.71]	1.59 ^{3,3A} [1.43]	2.24 ⁹ [2.02]	0.29 [0.26]
Swan Road Interceptor	SRI-018	SRI-022	15	3.05	3.7	[2.82]	1.16 ^{2A} [1.07]	1.56 ⁸ [1.44]	0.33 [0.30]
Swan Road Interceptor - Extension	SRI-022	Heritage Road (SRI-025)	15	3.05	3.7	[2.82]	1.01 ² [0.93]	1.56 ⁸ [1.44]	0.48 [0.44]
Swan Road Interceptor - Extension	SRI-025	Viking Lane (SRI-040)	12	2.26	3.7	[2.09]	1.01 ² [0.93]	1.12 ⁷ [1.04]	0.13 [0.12]
Swan Road Interceptor - Extension	Viking Lane (SRI-040)	S. Broadway (SRI-048)	12	1.12	3.9	[1.09]	0.94 ¹ [0.92]	0.05 ⁶ [0.05]	0.13 [0.13]

Notes:

[] Allocation at Reduced Peak Factor

1. 294.2 acres south of Rockland Road (See Exhibit D) x 0.0032 cfs/acre = 0.94 cfs

2. 294.2 acres x 0.0032 cfs/acre = 0.94 cfs (0.33 cfs of which was purchased in 2005) + 0.066 cfs purchased in 2013 for 11 acres on CTH PP = 1.01 cfs

2A. 1.01 cfs (see Note 2) + 0.15 cfs for Saddlebrook 4th, 5th, and 7th Addition that discharge at Paint Horse Trail and Horseshoe Lane (46.1 acres x 0.0032 cfs/acre)

3. 1.16 cfs (see Note 2A) + 0.43 cfs

3A. 0.15 cfs (Note 2A) + 0.43 (Note 3) = 0.58 cfs allocated in Exhibit C from De Pere/GBMSD East Side Sewer Improvement Agreement for the 18" on Chicago Street. A portion of the flow enters the SRI between SRI-022 and SRI-018. The remainder of the flow enters into the SRI between SRI-018 and SRI-002. SRI-022 to SRI-018 was separated out because it is a 15" pipe that is not specifically called out in the June 28, 2007 purchase letter that accompanied the check to Ledgeview or the De Pere/GBMSD East Side Sewer Improvement Agreement, 1997, but should not be combined with the 18" downstream (Chicago Street) because of the flow limitations in the pipe.

4. 1.60 cfs allocated in Exhibit C from the De Pere/GBMSD East Side Sewer Improvement Agreement, 1997

5. 1.01 cfs (see Note 2) + 2.18 cfs allocated in Exhibit C from the De Pere/GBMSD East Side Sewer Improvement Agreement, 1997

6. 16.15 acres in Ledgeview will directly connect into the Swan Road Extension. 16.15 acres (See Exhibit D) x 0.0032 cfs/acre = 0.05 cfs. Ledgeview has previously paid for capacity related to this area in the downstream sewer sections.

7. 1.12 cfs allocated in calculations included with the June 28, 2007 letter that accompanied the check to purchase this portion of the Swan Road Interceptor from Ledgeview

8. 1.56 cfs allocated in calculations included with the June 28, 2007 letter that accompanied the check to purchase this portion of the Swan Road Interceptor from Ledgeview

9. 2.24 cfs allocated in Exhibit C from the Ledgeview/GBMSD East Side Sewer Improvement Agreement, 1997

10. 5.92 cfs allocated in Exhibit C from the Ledgeview/GBMSD East Side Sewer Improvement Agreement, 1997

11. 0.30 cfs allocated in Exhibit C from the Ledgeview/GBMSD East Side Sewer Improvement Agreement, 1997

12. 6.22 cfs allocated in Exhibit C from the Ledgeview/GBMSD East Side Sewer Improvement Agreement, 1997

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

MEETING DATE: May 16, 2017

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #17-40, Amending Section 2.7 of the City of De Pere Employee Policy Manual to Include Retiree Recruitment Initiative.

ATTACHMENTS:

- Reso17-40 (DOCX)
- Retiree Recruitment Policy 2.7.1 (DOCX)
- Retiree Recruitment Flyer (DOCX)
- Retiree Recruitment memo to Finance (DOCX)

RESOLUTION #17-40

AMENDING SECTION 2.7 OF THE CITY OF DE PERE EMPLOYEE POLICY
MANUAL TO INCLUDE RETIREE RECRUITMENT INITIATIVE

WHEREAS, the competition for qualified employees continues to intensify as the labor pool in Wisconsin continues to shrink due to retirements; and

WHEREAS, recruitment of retirees to temporarily fill in during peak and high volume times of the year, for specific projects, or as an alternative for difficult to fill positions will benefit the City and benefit retirees who still have a desire to contribute to their community; and

WHEREAS, the Finance/Personnel Committee has reviewed the recommendation of the Human Resources Director to include a retiree recruitment initiative; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The attached Retiree Recruitment Policy is hereby approved and made a part of the City of De Pere Employee Policy Manual as ¶2.7.1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

Retiree Recruitment Policy

2.7.1 The City of De Pere may engage in targeted recruitments to attract retired or semi-retired individuals to fill various temporary or permanent part-time positions or temporary full-time positions or difficult to fill full time positions. Retirees may be hired to assist during high volume times of the year, to work on a specific project, as another option for difficult to fill positions, etc. Work assignments may be short-term or long-term in any department in the City. The City will attempt to utilize the expertise, work experience and life experience of retirees from city government and other industries/fields. This unique recruitment strategy may allow the City to avoid the cost of adding to permanent staff and will give supervisors greater flexibility in determining work schedules. The department head will initiate the request for targeted retiree recruitment and openings will be filled in collaboration with the Human Resources' Department. Job posting recruitment sources will be targeted to the retiree demographic.

Retired or Semi-Retired, but still want to contribute on flexible terms?

The City of De Pere is seeking to hire part-time, temporary individuals to work between 10 and 20 hours per week for various positions during our peak and busy times of the year. Work assignments can be short or long term and can be in any department ranging from Parks, Recreation & Forestry, Public Works, Police, Fire, Maintenance, Engineering, Human Resources, Health or Administration. You tell us what you're good at and what you'd like to do and we'll see if we can find a spot for you!

What's in it for You?

- *The flexibility to combine retirement with the occasional structure of working for an employer who truly appreciates and values your contributions.*
- *Unique part-time positions that don't require you to give up your evenings and weekends.*
- *The rare employer willing to accommodate snowbirds, long weekends off and family obligations.*
- *The chance to contribute to the success of a city with a hometown atmosphere that's known for its exceptional quality of life.*
- *The opportunity to use the skills and talents that you acquired during your lifetime to give back to benefit the 24,000 residents of this progressive urban city.*
- *The new friends you'll make to enrich your golden years!*
- *The chance to earn some extra spending money to spend however you choose!*
- *The feeling of accomplishment you'll gain from providing meaningful work without the stress and commitment of full-time employment.*
- *Your choice of working in a position in a professional setting or one where you can get your hands dirty!*



For more information, please call the City of De Pere Human Resources Department at 920-339-4045 or go to www.de-pere.org and click on Jobs.

Memo

City of De Pere

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

RE: Recommendation to Implement a Retiree Recruitment Policy

Date: May 9, 2017

Note: The Finance/Personnel Committee approved the recommendation as noted below at its May 9, 2017 meeting.

As the competition for qualified employees continues to intensify and the available local labor pool continues to shrink due to baby boomer retirements, the Human Resources' Department would like to create the attached retiree recruitment policy. The purpose of the policy is to identify retirees as another talent pool for filling temporary or permanent part-time positions or temporary or difficult to fill permanent full-time positions.

Retirees may be hired to fill in temporarily during peak and high volume times of the year, to work on a specific project, as another alternative for difficult to fill positions, etc. It is anticipated that a targeted retiree recruitment strategy will prove valuable in meeting the City's goals by assisting permanent staff in select departments.

This unique approach may avoid the cost of adding to permanent staff, therefore meeting our operational needs more efficiently at times. This new recruitment program will allow our supervisors more flexibility in scheduling and dealing with peak workloads. Many of our own City retirees may wish to continue to utilize their talents and skills in meaningful work without the stress and commitment of full-time work.

Attached is an example of a recruitment flyer we would use to attract retirees. If you have any questions in advance of the meeting, please contact me at 339-4045.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Resolution #17-41, Amending Government Access Channel Rules and Regulations.

The Finance/Personnel Committee recommended approval of the revised policies on May 9, 2017.

ATTACHMENTS:

- Reso17-41 (DOCX)
- De PereTV policies 2017 rewrite-4-27-17 JSL (DOCX)
- De PereTV policies and procedures 2013 (PDF)
- De PereTV policies and procedures Appendix A 2013 (PDF)
- Mayor-FP DPTV 2017-5-9-17-122-003-12 (PDF)

RESOLUTION #17-41

AMENDING GOVERNMENT ACCESS CHANNEL
RULES AND REGULATIONS

WHEREAS, the Common Council last amended the government access channel rules and regulations in 2013; and

WHEREAS, the City wishes to broaden the scope of its government access offered by the government access channel by providing other government related programming throughout a 24-hour period; and

WHEREAS, the Rules and Regulations governing the government access channel are otherwise in need of updating; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The 2013 City Rules and Regulations for the government access channel are hereby rescinded and the City of De Pere Government Channel De Pere TV (DPTV) 2017 Mission Statement and Policies (Exhibit A) are hereby approved and adopted.

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 16th day of May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso17-41 (5848 : Resolution #17-41, Amending Government Access Channel Rules and Regulations.)

**CITY OF DE PERE GOVERNMENT CHANNEL
DE PERE TV (DPTV)
2017
MISSION STATEMENT AND POLICIES**

MISSION STATEMENT: The mission of DPTV is to make local government accessible to the citizens of De Pere. DPTV will promote citizen access and exposure to local government and it will further government accountability. Finally, DPTV will promote citizen engagement with local government and the community.

In order to complete this mission, DPTV's activities will include the following prioritized programming and services:

1. City government meetings of the Common Council and its Boards, Committees, and Commissions.
2. County meetings of the County Board and its Boards, Committees and Commissions.
3. Programs on current events or particular community issues.
4. Programs regarding city or county government services.
5. Public Service Announcements furthering local government activities, programs or services.
6. Bulletin board information on meeting schedules of city and county government meetings.
7. Bulletin board information regarding community events sponsored by city or county government, city non-profit entities, or educational institutions located within the county.
8. Productions which feature city, county, or community services.
9. Bulletin board information regarding employment opportunities.
10. Productions with a local cultural or educational interest or element.
11. Programs from outside sources which further the DPTV mission statement.
12. Providing video production assistance to city departments for training purposes.
13. Providing video production assistance for purposes of non-commercial promotion of the City.

POLICIES

GENERAL

1. For purposes of the Mission Statement and Policies, the following words or phrases shall mean the following:
 - a. Cablecast includes video on demand and video streaming.
 - b. City means City of De Pere, Wisconsin.
 - c. City non-profit entities mean a non-profit organization where at least 50% of its members reside within the corporate limits of the City of De Pere.
 - d. County means Brown County, Wisconsin.
 - e. De Pere TV or DPTV means the city government access channel as provided under the Cable Communications act of 1984, as amended, which is operated and administered by the City of De Pere.
 - f. Sponsor acknowledgement means acknowledgement of program sponsors in accordance with the National Federation of Community Broadcasters (NFCB) Guidelines.
 - g. Video Production and Marketing Coordinator ("Coordinator") means the person holding that position in the City or that person's designee.
2. The Mission Statement and Policies have been developed to provide guidelines for the efficient and effective administration of DPTV and have been approved by the De Pere Common Council. Changes to the Mission Statement or Policies require Common Council approval.
3. DPTV staff and resources are for the use of the City government. The Coordinator may utilize DPTV resources to assist other government agencies and city non-profit entities provided doing so furthers the mission statement of DPTV.
4. Programming compliance with these policies is subject to the review of the City Administrator. Complaints regarding programming or adherence to these policies shall be made to the City Administrator.
5. Changes to these policies are subject to review by the Finance/Personnel Committee, with final approval by the Common Council.
6. Non-DPTV productions which further the mission of DPTV, City Departments or city non-profit entities may be cable cast, provided they comply with the DPTV policy and fit within the DPTV schedule.
7. Selection and scheduling of live events, programs, and bulletin board entries are within the sole discretion of the Coordinator in accordance with the priorities identified in the Mission Statement. DPTV will retain storage media of recorded meetings for three months. Requests for copies will be granted provided the costs thereof are paid for by the requestor.
8. DPTV will retain the master copy of all programming it produces, or aids in producing in accordance with the approved record retention schedule. Copies of the master will be

used for cable casting and may be purchased at cost. All work storage media used in the production of the master copy will be available for purchase for 30 days after completion of the project and then recycled, in the discretion of the Coordinator.

PROHIBITIONS ON USE

DPTV facilities and resources shall not be used for the following:

1. Any advertisement on behalf of a political candidate or measure on a ballot. This does not prohibit DPTV production of programming which includes the opportunity for all candidates for an elective office or position or proponents of all sides of an issue to appear in a fair and equitable forum.
2. Any advertisements including specific messages on behalf of or opposing any measure under consideration by the City Common Council. This does not preclude the production of programming by DPTV staff which provides information on such issues if all sides of an issue are presented, or the production of programs where all sides of an issue are debated/discussed by their proponents/opponents.
3. Any promotional material concerning products or services presented for the purpose of any solicitation of funds or items of value by groups other than city government or city non-profit groups. This does not prohibit sponsor acknowledgements. [See Sponsor Acknowledgements on page four (4).]
4. Any information concerning lotteries, gift enterprises or the like.
5. Any material which constitutes libel, slander, defamation, pornography, violation of copyright or trademark, or which might violate any local, state, or federal laws, including Federal Communications Commission (FCC) regulations.
6. Any programming which advocates a particular religious belief or beliefs.
7. Use of DPTV production equipment shall be restricted to designated city employees and only for purposes of fulfilling the mission statement and these policies. Loaning, renting or use of the equipment for personal or commercial use is prohibited.

COPYRIGHT ISSUES

1. All DPTV productions (i.e. meeting coverage, program production) and video works produced by DPTV are copyrighted works of the City and under the copyright control of the City unless:
 - a. The work is solely produced as a "work for hire" for, and funding is provided by, an entity other than the city, such as the county or a city non-profit entity.
 - b. Language in a grant or other funding source which pre-exists the production of the work, establishes a different, related entity as the copyright holder.
 - c. An agreement is signed granting copyright ownership to a different, related entity, such as the funding source or the host/moderator of a program.

- d. Nothing in this section is intended to provide a means for the city to avoid the Wisconsin Public Meetings or Open Records Laws. Requests for video copies of such meeting will be granted as required by the Public Records Law, with the right of the City to require compensation for the production of the video copy.
- 2. All pre-recorded programming shall be identified by producer or source of programming credits at the end of the program.

EDITING POLICIES FOR PROGRAMS AND BULLETIN BOARDS

- 1. Public meetings aired will be covered gavel-to-gavel. No editing shall be performed except:
 - a. When the governmental body convenes in closed session;
 - b. Addition of title and credit pages for cable casting replays;
 - c. Coverage lost due to technical problems;
 - d. Editing out possible recesses; or
 - e. Addition of overlay graphics, including DPTV logo and lower third informational elements.
- 2. Programming prepared by a government department or other submitter may be modified or edited as appropriate to meet these policies governing channel use, or as dictated by scheduling and personnel resource requirements.
- 3. Informational messages on the bulletin board may be edited for clarity and to maximize the capacity of the system.

SPONSOR ACKNOWLEDGEMENTS

DPTV may provide acknowledgments of program sponsors in accordance with NFCB Guidelines:

- 1. Underwriting defines what DPTV may and may not do in announcing funding for a specific program or series of programs.
- 2. If money is given without a direct connection to any programming, it is considered a donation. Donor announcements are not required, but may be made at DPTV's discretion.
- 3. When announcements for donations or underwriting from for profit entities are made, they may include:
 - a. a trade name or brand name;
 - b. location and phone number;
 - c. logograms or slogans that are not of a promotional nature;
 - d. value-neutral descriptions of a product line or service that aid in identifying the contributor; or
 - e. names or service listings that do not include qualitative or comparative language

4. Additional Underwriting and Sponsorship Guidelines are approved and provided as Appendix A.

City of De Pere
Programming Policy and Operational Procedures for the
Government Access Station.

Adopted 2013

CITY OF DE PERE
GOVERNMENT ACCESS STATION POLICY

De Pere's Governmental Access Station (DPTV) as provided for under the Cable Communications Act of 1984, Section 531, is operated and administered by the Common Council of the City of De Pere (Common Council). Programming policies are subject to the approval and review of the Common Council.

DPTV exists to:

- To offer City and Brown County government information to citizens of the community.
- To widen the dissemination of activities of the legislative and advisory bodies and boards of the City of De Pere.
- To offer public information to the citizens of De Pere about the various functions performed by the various agencies, divisions, and departments of City government.
- To provide information to citizens requiring access and process information to various City departments and/or agencies.
- To offer video support services to the various agencies, divisions and departments of City government.

The programming policy and operation procedures were developed to provide guidelines to effectively and efficiently manage the overall operation of DPTV and have been approved by the Common Council.

PROGRAMMING POLICY

It is the policy of DPTV to provide direct, non-editorial information to the citizens of De Pere concerning the operations and deliberations of the City governments. DPTV is not a mechanism for building support for a particular candidate or candidates for political office. With respect to any program concerning subjects which may be interpreted to be materially controversial, DPTV will maintain a position of neutrality. Announcements for authorized municipal events or events directly or otherwise determined to be of significant municipal interest shall be allowed,

but announcements for outside agencies shall generally not be permitted. Public Service Announcements for community spirited not-for-profit organizations may be considered and are subject to review by the Cable Access Manager. The Common Council shall serve as the final approval body for resolving disputes for policy matters.

OPERATIONAL PROCEDURES

DPTV shall operate on Time Warner Cable Channel 4, AT&T U-verse Channel 99, and www.depere.tv.

MODES OF TRANSMISSION: The City shall utilize five basic transmitting modes:

- **Live Transmission:** Live coverage, principally consisting of City Council and other selected public meetings (i.e., boards and commissions) and events of general community interest.
- **Delayed Transmission:** Many public meetings or events will be recorded in advance for transmission at a later period. Some live meetings or events, such as City Council, will be recorded for subsequent replay to insure additional opportunity for viewing.
- **Pre-produced programming:** Programs produced by DPTV or other entities related to government facilities, services and/or operation will be transmitted if appropriate.
- **Interactive Information Service:** Alpha-Numeric information consisting of program schedules and public information will be transmitted in order to maintain up-to-date schedules and keep viewers abreast of said information.
- **Streaming:** Live and on-demand viewing via the internet.

REVIEW AUTHORITY: Programming compliance to these policies and operation procedures is subject to the review of the City Administrator. Finance and Personnel Committee may hear complaints and make recommendations. Changes in policies and operation procedures require the Common Council's approval.

PROGRAMMING POLICY: Programming access to DPTV is limited to municipal agencies/departments and those entities with a direct corporate relationship with the City of De Pere (municipal corporations). DPTV is not intended for general public programming use.

- **Public Meetings:** All public meetings of City policy-making commissions or boards are authorized for transmission. All regular City Council meetings will be transmitted. Meetings related to governmental committees, boards and commissions may be transmitted at the request or by permission of the presiding officer, logistics permitting.

- Informational Programming: While all programming on DPTV is considered to be informational, those herein are considered to be pre-produced feature programs and program series. All municipal agencies/departments may submit through their Department Head requests which they feel may be appropriate for transmission on DPTV.
- Candidates for Public Office: Announced candidates for public office shall not be permitted to make personal statements over DPTV, except in the regular discourse of public meetings or within a forum of public debate or question/answer format with all other declared candidates being invited and under the oversight of impartial third party using mutually agreeable ground rules. Incumbents who become candidates for public office can not appear on DPTV except as described above during their period of candidacy.
- Billboard Information Messages: Information for the billboard may be submitted by any municipal agency/department. Messages submitted should be consistent with the previous policies and intentions of this policy statement and shall be transmitted at the discretion of the Cable Access Manager.
- Any programming request shall be subject to review of the Cable Access Manager for appropriateness and technical consideration. Those programs which are consistent with the overall operating policy of DPTV, as determined by the Cable Access Manager, shall be transmitted. The decisions of the Cable Access Manager may be appealed to the City Administrator. Written permission for the use of copyrighted material must be authorized in advance by the materials owner and obtained by the sponsor of said material.

EDITING POLICY: Editing of programming on DPTV shall be subject to the following.

- Public Meetings: Any public meeting transmitted via DPTV, be they live or prerecorded, will be aired in its entirety, gavel to gavel without editorial comment. Exceptions to this policy may occur only when editing out possible recesses, to comply with public standard of decency or when technical limitations restrict production procedures. Supplemental information on agenda items which the Cable Access Manager determines will aid the viewer in understanding the issues or matters under discussion may be provided.
- Departmental Programs: Any programming prepared or provided by a municipal agency/department may be modified or edited as deemed appropriate to the policies governing DPTV's use by the Cable Access Manager or a designee authorized by the Cable Access Manager. This determination may be made by policy restrictions or by technical, scheduling or staff limitations and may be subject to the review of the Common Council.

- Interactive Information Service: Messages programmed into the information service shall be edited to provide clarity. Messages transmitted are subject to appropriateness as determined by the Cable Access Manager and subject to the review of the Common Council. No paid commercial space or notices for events other than bonafide municipal activities shall be allowed on the billboard information service.
- Transmitted Commercialism of Public Forums is Discouraged: In furtherance of this policy DPTV directors will get tight shots of speakers in a manner to exclude commercial banners and logos wherever feasible. It being understood that a commercial name may appear, and DPTV cannot control its exclusion, such as hotel names or other sponsor's logos on speaker's podiums.
- Warranty: DPTV, the City of De Pere and its administration, its officers, employees and agents do not warrant the accuracy of any information transmitted via DPTV.

FUTURE PROGRAMMING: DPTV may assist municipal agencies/departments with:

- Video Program Development
- Programming and Public Information Dissemination
- Pre-production, Production and Post-Production
- Instruction and Recommendations
- DPTV will encourage municipal agencies/departments to utilize video programming for job notices, public information, public meetings and department service notices and descriptions.
- DPTV will continue to improve cable origination capabilities through the use of technological improvements in production and signal transportation.
- DPTV will offer training for municipal agencies/departments in the use of video facilities and equipment as requested or deemed necessary whenever time permits.
- DPTV will maintain technical standards for the improvement of signal and program quality.
- DPTV will encourage expanded use of cable technology including the use of educational content.

ENDORSEMENTS: At no time will DPTV endorse specific brand name products or service providers.

SPONSOR ACKNOWLEDGMENTS: DPTV may provide acknowledgments of program sponsors in accordance with The National Federation of Community Broadcasters (NFCB) Guidelines to underwriting for public radio stations, dated October 1992. These guidelines are:

- Underwriting defines what DPTV may and may not do in announcing funding for a specific program or series of programs.
- If money is given without direct connection to any programming, it is considered a donation. Donor announcements are not required, but may be made at DPTV's discretion.
- When announcements for donations or underwriting from for profit entities are made, they may include:
 1. a trade name or brand name
 2. location and phone number
 3. logograms or slogans that are not of a promotional nature
 4. value-neutral descriptions of a product line or service that aid in identifying the contributor
 5. names or service listings that do not include qualitative or comparative language
- DPTV is not allowed to promote the goods or service of any underwriter or donor.

Additional Underwriting and Sponsorship Guidelines are approved and provided as Appendix A.

PROMOTIONS: Promotional announcements for municipally sponsored events or activities are generally, acceptable for transmission on DPTV. Public Service Announcements for agencies outside of municipal government are subject to appropriateness as determined by the Cable Access Manager and subject to the review of the Common Council. No commercial oriented promotions will be considered for transmission.

USE OF DPTV EQUIPMENT: The use of DPTV's video production equipment by other persons other than City staff is not allowed.

HOURS OF OPERATION: It is the goal of DPTV to provide programming twenty-four (24) hours per day, seven (7) days per week with live, recorded, pre-produced, alpha-numeric, digital streamed and satellite programming. Hours of operation are enhanced through the use of automated playback equipment.

APPENDIX A

Local Underwriting and Sponsorship Guidelines

Purpose

The purpose of the underwriting guidelines is to promote or to clearly identify the underwriter, not to promote or sell its product or service.

Video

The following video effects are permitted:

1. Standard or existing corporate logos which identify but do not promote.
2. One corporate mascot (such as the Exxon tiger) or other figure developed as a corporate (rather than product) symbol, accompanied by the company's name.
3. One specific product line or brand name, after the underwriter's name/logo. Visual identification of up to three product lines, services or target markets, in addition to the one specific product. Total product identification must be limited to no more than 50 percent of the entire credit.
4. Business exteriors that represent the underwriter's product/services (e.g., bank or hospital).
5. Location information, such as street address or general reference to area served. The underwriter's contact information is also permitted.

The following practices tend to convey a more "commercial" impression and may not be used:

1. Products in use or operation for the purpose of demonstrating their capabilities.
2. Packaged goods (such as food products) shown outside the container or package, or in a prepared state.
3. Visual identification of tobacco products, distilled spirits, and firearms.
4. Official spokesperson, company officials, directors or actors posing as "generic" employees.

Audio

The following audio techniques are acceptable:

1. Neutral descriptions of product, service or target markets.
2. Location information, street address, or general reference to area served. The contact information is also permitted.
3. Music and sound effects. However, lyrics sung to music may not be used.

The following audio techniques are not permitted:

1. Comparative claims, such as donor acknowledgments that contain language comparing underwriter's products or services with those of competitors. Avoid words such as best, better, more, superior.

Examples of acknowledgments that contain these comparative terms are:

"Serving more cities than any other airline."

"With more assets than any other bank in town."

"Featuring the best products in town."

2. Acknowledgments that contain qualitative descriptions of the underwriter's product or services.

Qualitative descriptions include words that describe the features, benefits, advantages, or other qualities offered by the underwriter's product or service. Avoid words such as fine, excellent, tasty, or leading.

Examples of acknowledgments that contain these qualitative descriptions are:

"A leading supplier of automobiles."

"With 20 convenient locations."

3. Solicitations, such as announcements that contain a "call to action". Most "calls to action" contain a statement addressed directly to the viewers that tells them to take action.

Examples of acknowledgments that contain "call to action" statements are:

"Ask about our IRA."

"Call us at 555-0000."

4. Announcements containing price information. This includes interest rate information or other indications

of savings or value associated with the product or service.

Examples of pricing information are:

"Office products at discount prices."

"Making computer power affordable at every desk."

"8.0% interest rate now available."

5. Announcements that encourage the viewer to buy, sell, rent, or lease.

Examples:

"Six months of free service."

"Special gift for first fifty customers."

"Now offering free checking."

6. Examples of acceptable underwriting announcements:

"This program was made possible by a grant from -----."

"Local presentation of ----- was made possible by -----."

"This program has been brought to you by -----, serving Oceanside for 25 years."

"We'd like to thank -----for their contribution to make this program possible."

H:\jdupont\IT\Appendix A - Channel 4 policies and procedures.docx

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney *Judy*
RE: Consideration of Revised DPTV Policies and Procedures
Date: May 9, 2017

The Policies and Procedures for the City's Government Access Channel (Channel 4 or DPTV) were last revised in 2013. Since then, the production arm of the channel and programming opportunities from city non-profits (such as Definitely De Pere) and educational institutions (such as St. Norbert College) have expanded. Additionally, after reviewing several other government access channel policies, it was determined that the City's policies could use updating.

If you have any questions regarding these updated policies and procedures, please call Judy at 339-4042 or Steve Massey at 328-3326.

H:\azills\Memos\2017\Mayor-FP-DPTV 20175-9-17-122-003-12.docx

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

MEETING DATE: May 16, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Resolution #17-42, Awarding Official City Newspaper Contract.

ATTACHMENTS:

- Paper Bid 2017 (PDF)



April 22, 2017

Invitation for Bid – Official City of De Pere Newspaper - 2017

The Green Bay Press-Gazette is offering the following legal advertising rates for the publication of council proceedings and other city legal advertising through April 30, 2018. These rates are lower than the state set rates, which you can see on the enclosed certification letter.

Classified 6 Column Per Line charge – Arial 6-point Font:

Number of Columns	First Insertion	Subsequent Insertion(s)
1	\$1.0541	\$0.8327
2	\$2.2232	\$1.7563
3	\$3.3923	\$2.6798
4	\$4.5615	\$3.6034
5	\$5.7306	\$4.5270
6	\$6.8997	\$5.4505

Additional charges that may apply - affidavit charges \$1.00 for each affidavit.

Thank you for the opportunity to serve your community.

Sincerely,

A handwritten signature in cursive script that reads 'Kristine Feldmann'.

Kristine Feldmann
Classified Manager



**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

SCOTT A. NEITZEL
SECRETARY

Division of Enterprise Operations
State Bureau of Procurement
101 East Wilson Street, 6th Floor
Post Office Box 7867
Madison, WI 53707-7867
Voice (608) 266-2605
Fax (608) 267-0600
<http://vendornet.state.wi.us>

December 20, 2016

KEEP THIS DOCUMENT FOR YOUR RECORDS

Green Bay Press Gazette

Sara Rogers
435 E Walnut Street
PO Box 23430
Green Bay, WI 54305-3430

2017 Certification of Legal Notice Rates for Newspapers

This letter certifies that the newspaper listed above may collect a fee for publishing legal notices required by Wisconsin law. Certification requirements are reviewed and legal are updated annually pursuant Chapter 10 ELECTION DATES AND NOTICES and 985 PUBLICATION OF LEGAL NOTICES; PUBLIC NEWSPAPERS; FEES of the Wisconsin Statutes.

- Part One lists information currently on file about this newspaper
- Part Two addresses general legal/public notices
- Part Three covers election facsimile ballots
- Part Four contains general information about the certification process

Effective Dates

Unless otherwise updated and amended, this certification letter governs notices published on:
January 1, 2017 through December 31, 2017.

Part 1 -- Newspaper Information

The information below will determine the rates/fee for this newspaper and is published on the Internet. Contact the Department of Administration IMMEDIATELY with changes to any of the information listed in this document:

Paid Circulation: 35,219
Circulation Adjust: 75%
Day(s) Published: Su M Tu W Th F Sa
County: Brown

Telephone: (877) 943-0446
Fax: (877) 943-0443
E-Mail: ljanowsk@gannett.com
Parent Co.: Gannett Satellite Info Sys dba Gannett WI Media

Part 2 -- General Legal Notices

Section 985.08 of the Wisconsin Statutes provides for publishing legal notices calculated on a per line basis:

Fees for publishing. (1) "The fee for publishing a legal notice shall be not more than the rate issued by the department of administration for the first and subsequent insertions per standard line. The charge for the publication of a facsimile ballot shall be computed as if the area occupied by the ballot were set in standard lines. If a legal notice contains tabulated matter, then the fees allowable for the area containing such matter shall be increased 50% of the standard line base rate without adjustment for circulation premium. Composed matter shall be interpreted as being tabular when it contains 2 or more justifications per line."

Your newspaper is certified for the fonts and column widths in the following list. Use the corresponding adjusted line rates to calculate fees.

Font(s)	Point Size	Alphabet Length	Column Width	Font Base	ADJUSTED RATES	
					First Insert	Subsq Insert
Arial	6	78	9.18	0.6023	1.0541	0.8327
Arial	6	78	19.36	1.2704	2.2232	1.7563
Arial	6	78	29.54	1.9385	3.3923	2.6798
Arial	6	78	39.73	2.6065	4.5615	3.6034
Arial	6	78	49.91	3.2746	5.7306	4.5270
Arial	6	78	60.09	3.9427	6.8997	5.4505

State law allows state agencies, municipalities, and any other units of government may place an order for public notices in a display or classified manner. Section 985.08(7), Wis. Stats., provides as follows:

“The discretion of utilizing the display method of publishing official materials shall be vested solely in the public authority ordering such publication and the rate charged for publication in this instance shall not exceed the regular commercial display advertising rate of the publisher.”

Part 3 -- Ballots

Fees for publishing ballots are calculated by area. The fee is charged as if the area occupied by the ballot were set in the standard line described in s. 985.08 (2)(a), Wis. Stats.

“All legal notices shall be in Arial type face. A standard line shall be 6–point Arial on a 6–point leading without spacing between the lines, and 11 picas in length. One inch equals 6 postscript pica and 72 postscript points. Nonstandard line lengths shall be allowed with adjustments in fees according to variations in line length.”

To calculate ballot rates use the current statute standard line rate of **\$0.7037** first insert and **\$0.5559** subsequent insertion, multiplying by 12 lines per inch, then dividing by 11 picas per column and applying the newspaper’s circulation adjustment.

Use the following worksheet to calculate fees for ballots:

- Measure the width of the ballot in picas (1 inch = 6 picas = 72 points): (a) _____
- Measure the height (single column) of the ballot in inches: (b) _____
- Multiply line (a) times line (b) equals: (c) _____
- Enter the appropriate adjusted facsimile ballot rate from the table below: (d) \$ _____

Range	Circulation Adjustment	Ballot Rate per line
First Insert:	\$0.7037	
8,000 or less	0%	\$0.7677
8,001-12,000	15%	\$0.8828
12,001-16,000	30%	\$0.9980
16,001-20,000	45%	\$1.1131
20,001-24,000	60%	\$1.2283
24,001 and up	75%	\$1.3434
Subsequent Insert:	\$0.5559	
8,000 or less	0%	\$0.6064
8,001-12,000	15%	\$0.6974
12,001-16,000	30%	\$0.7884
16,001-20,000	45%	\$0.8793
20,001-24,000	60%	\$0.9703
24,001 and up	75%	\$1.0613

- e) Multiply line (c) times line (d) = TOTAL \$ _____

Sample Ballots shall be published per the copy furnished by the county and municipal clerks. Introductory and descriptive text includes material which accompanies the ballot but which in itself is not part of the actual ballot. Fees

for such are not calculated as facsimile ballots. Unless directed otherwise by the election official, this material should be published using the appropriate legal notice font and line rate from this certification.

s. 5.94 “Sample ballots; publication. When an electronic voting system employing a ballot that is distributed to electors is used, the county and municipal clerk of the county and municipality in which the polling place designated for use of the system is located shall cause to be published, in the type B notices, a true actual-size copy of the ballot containing the names of offices and candidates and statements of measures to be voted on, as nearly as possible, in the form in which they will appear on the official ballot on election day. The notice may be published as a newspaper insert. Municipal clerks may post the notice if the remainder of the type B notice is posted.”

SIZE: Election ballots may **not** be enlarged. If appropriate to provide a proper fit for a newspaper's standard column width, ballots may be reduced in size photographically. If reduced, the fee calculations are based on the area covered by the ballot as published, i.e., after it is reduced.

Chapter 10 of the Wisconsin Statutes provides the information necessary to publish election ballots in newspapers.

OPTICAL SCAN BALLOTS: These were developed after the requirements of Chapter 985 Wisconsin Statutes were established. Responsibility for readability lies with the county or municipality placing the notice.

Part 4 -- General Information

QUALIFICATIONS: Section 985.03, Wis. Stats., establishes the minimum requirements for a newspaper to be eligible to publish legal notices. See 985.03(1) for clarification of the following:

- a) Has been published regularly and continuously for 2 of the 5 preceding years in the city, village or town where published.
- b) Has had a bona fide paid circulation during the period in (a) above which constitutes 50% or more of its circulation.
- c) That has had actual subscribers at each publication of not less than 1,000 copies in 1st and 2nd class cities, or 300 copies if in 3rd and 4th class cities, villages or towns.
- d) Appears at regular intervals and at least once a week and contains reports of happenings of recent occurrence of a varied character, such as political, social, moral and religious subjects, designed to inform the general reader.

MEASUREMENTS: For purposes of this certification, 1 inch = 6 picas = 72 points.

RATES: Wisconsin Statutes establish the standard line rate for publication of legal notices and the annual adjustment procedure. The rates for each newspaper are calculated by adjusting for the font alphabet length, the newspaper's column width(s) and total paid circulation. (Please refer to s. 985.08(2)(a), Wis. Stats.)

INSERTION: Use first insert rates to calculate fees for the first date a notice or ballot is published. First insert rates include an allowance for preparatory work by the publisher. Use subsequent insert rates for repeat publications of the same notice or ballot, i.e., when no additional preparation is needed.

COPY: When electronic copy for the entire legal notice or substantial areas thereof is provided, eliminating typesetting, enlargements or reductions, or other changes by the newspaper, the maximum rate is the same as the maximum rate established under sub.(1) for subsequent insertions. (Please refer to s. 985.08 (2)(b), Wis. Stats.)

TEAR SHEETS: Upon request, a tear sheet proof of a multiple insertion notice shall be mailed to the advertiser or the advertiser's attorney within 72 hours after the first insertion, and an additional charge of \$1 for such tear sheet proof may be made. (Please refer to s. 985.08 (8), Wis. Stats.)

AFFIDAVITS: The fee for an affidavit of publication shall be \$1.00. (Please refer to s. 985.12(4), Wis. Stats.)

RENEWALS: Annually updated legal notice rate certification to newspapers who meet the statutory requirements. Newspapers need to contact the State Bureau of Procurement for any changes in address, font size, column width or any of the items listed in this certification. (Please refer to s. 985.08(1), Wis. Stats.)

December 20, 2016

Page 4 of 4

Newspapers must contact the Department of Administration for any changes in public notice contact personnel, address, font sizes, column width and/or any of the items listed in this certification.

If you have any questions about this certification, please email me at: william2.goff@wisconsin.gov or you can call me at (608) 266-1002.

Sincerely,

A handwritten signature in black ink, appearing to read "William Goff", written in a cursive style.

Bill Goff
Newspaper Certification Program

Attachment: Paper Bid 2017 (5714 : Resolution #17-42, Awarding Official City Newspaper Contract.)



**STATE OF WISCONSIN
BROWN COUNTY**

CITY OF DE PERE

335 S BROADWAY
DE PERE

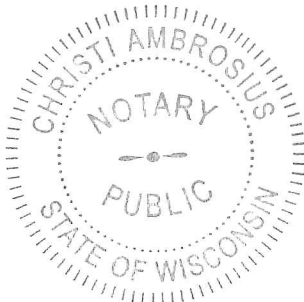
WI 541152526

NOTICE TO NEWSPAPERS
NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the City of De Pere, Wisconsin, at the City Clerk's office in the City Hall until 12:00 o'clock Noon on the first Tuesday in May, being May 2, 2017, for separate proposals to publish in English (a) Council Proceedings, and (b) City's legal notices.
Bids will be received from all daily and weekly newspapers, which have been published regularly in said City of De Pere for two years preceding the date hereof, being in accordance with Section 985.06 of the Wisconsin Statutes.
Bids for more than legal rate for like work will not be considered.
The right to reject any or all bids or to waive any informality is reserved by the City.
Dated April 6, 2017 Published April 6, 2017.
/s/ Carey Danen, Deputy City Clerk
RUN: April 6, 2017 WNAXLP

Being duly sworn, doth depose and say that she/he is an authorized representative of the Green Bay Press Gazette, a newspaper Green Bay, Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on

Account Number: GWM-286422
Order Number: 0002052214
No. of Affidavits: 1
Total Ad Cost: \$26.30
Published Dates: 04/06/17

(Signed) *Jordan L. Pollock* (Date) 04-11-17
Legal Clerk



Signed and sworn before me

Christi Ambrosius

My commission expires

1-12-21

CITY OF DE PERE
Re: Newspaper Bids

GANNETT WI MEDIA
435 EAST WALNUT ST.
PO BOX 23430
GREEN BAY, WI 54305-3430

GANNETT
Wisconsin Media
Delivering Customers. Driving Results.

PHONE 920-431-8298
FAX 877-943-0443
EMAIL legals@greenbaypressgazette.com

Attachment: Paper Bid 2017 (5714 : Resolution #17-42, Awarding Official City Newspaper Contract.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: May 16, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #17-43, In Support of Brown County's Proposal to Use Excess Room Tax to Construct a New Expo Hall in the Village of Ashwaubenon.

Mayor Walsh requested that this Resolution be placed on the Council agenda for May 16, 2017.

ATTACHMENTS:

- Reso17-43 (DOCX)

RESOLUTION #17-43

IN SUPPORT OF BROWN COUNTY'S PROPOSAL TO USE
EXCESS ROOM TAX TO CONSTRUCT A NEW EXPO HALL
IN THE VILLAGE OF ASHWAUBENON

WHEREAS, the Brown County Veteran's Memorial Arena is obsolete and is losing events, as well as the economic impact it once had; and

WHEREAS, a modern, multi-use Expo Center ties into the development of the Titledown District, creating a hub of tourism that will become a major destination in the years to come; and

WHEREAS, the costs of addressing the deteriorating condition of the Arena, coupled with the loss of economic impact to the Greater Green Bay area by failing to construct a new Expo Hall, would shift a substantial tax burden to the Brown County taxpayer; and

WHEREAS, the existing room tax is funding the Resch Center, KI Convention Center and the KI Expansion, and should also be used to fund the new Expo Hall; and

WHEREAS, it is estimated that a new Expo Hall would create \$130 million of economic impact over 10 years, which would generate a substantial amount of additional room nights, and thereby generate additional excess room tax for the construction of the Expo Hall.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City of De Pere hereby endorses and supports Brown County Executive Troy Streckenbach's plan to utilize the excess room tax revenue to fund the construction of a modern, multi-use Expo Hall on the side of the Brown County Veteran's Memorial Arena located in the Village of Ashwaubenon.

BE IT FURTHER RESOLVED THAT:

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

Resolution #17-43
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
May, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

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

MEETING DATE: May 16, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 5-16-17 VOUCHERS (PDF)

5/10/2017 4:02 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05534 MAY 2017 COUNCIL - 2 5-16-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1705089	ACCURATE SUSPENSION WAREHOUSE	R	5/16/2017		1,330.72CR	081947	1,330.72
6426	ACL							
	I-201704-0	ACL	R	5/16/2017		67.00CR	081948	67.00
0302	AIRGAS USA LLC							
	I-9062801850	AIRGAS USA LLC	R	5/16/2017		152.06CR	081949	152.06
2982	ALL CITY COMMUNICATIONS							
	I-4699567-050117	ALL CITY COMMUNICATIONS	R	5/16/2017		187.04CR	081950	187.04
0007	AMBROSIUS SALES & SERVICE							
	I-85	AMBROSIUS SALES & SERVICE	R	5/16/2017		190.00CR	081951	190.00
5199	AYRES ASSOCIATES INC							
	I-168490	AYRES ASSOCIATES INC	R	5/16/2017		93.30CR	081952	93.30
1698	B A T I							
	I-4701	B A T I	R	5/16/2017		813.00CR	081953	
	I-4703	B A T I	R	5/16/2017		396.00CR	081953	1,209.00
0020	BADGERLAND PRINTING INC							
	I-29502	BADGERLAND PRINTING INC	R	5/16/2017		20.00CR	081954	
	I-29503	BADGERLAND PRINTING INC	R	5/16/2017		63.00CR	081954	
	I-29528	BADGERLAND PRINTING INC	R	5/16/2017		72.00CR	081954	155.00
0023	BATTERIES PLUS LLC							
	I-501-517920	BATTERIES PLUS LLC	R	5/16/2017		23.40CR	081955	23.40
0027	BAY TOWEL INC							
	I-2379718	BAY TOWEL INC	R	5/16/2017		177.02CR	081956	
	I-2381457	BAY TOWEL INC	R	5/16/2017		40.55CR	081956	
	I-2381458	BAY TOWEL INC	R	5/16/2017		90.79CR	081956	
	I-2385640	BAY TOWEL INC	R	5/16/2017		40.55CR	081956	
	I-2385642	BAY TOWEL INC	R	5/16/2017		56.11CR	081956	
	I-2388068	BAY TOWEL INC	R	5/16/2017		75.03CR	081956	480.05
0025	BAYCOM INC							
	I-SRVCE000000006972	BAYCOM INC	R	5/16/2017		110.00CR	081957	110.00
1532	BOBCAT PLUS INC							
	I-IB94483	BOBCAT PLUS INC	R	5/16/2017		158.62CR	081958	158.62

Attachment: 5-16-17 VOUCHERS (5849 : Voucher Approval.)

5/10/2017 4:02 PM

A / P CHECK REGISTER

PAGE: 2

PACKET: 05534 MAY 2017 COUNCIL - 2 5-16-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3008	BOUND TREE MEDICAL LLC							
	I-82469324	BOUND TREE MEDICAL LLC	R	5/16/2017		79.98CR	081959	79.98
2944	BROWN COUNTY JAIL							
	I-201705107107	BROWN COUNTY JAIL	R	5/16/2017		1,760.00CR	081960	1,760.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201705107108	BROWN COUNTY REGISTER OF DEEDS	R	5/16/2017		61.50CR	081961	61.50
2984	BROWN COUNTY TREASURER							
	I-2017-00000007	BROWN COUNTY TREASURER	R	5/16/2017		1,815.12CR	081962	1,815.12
5463	BROWNS OF TWO RIVERS INC							
	I-497237-IN	BROWNS OF TWO RIVERS INC	R	5/16/2017		277.22CR	081963	277.22
0115	CARQUEST AUTO PARTS LLC							
	I-6339-239102	CARQUEST AUTO PARTS LLC	R	5/16/2017		4.10CR	081964	4.10
6061	CARRICO AQUATIC RESOURCES INC							
	I-20171232	CARRICO AQUATIC RESOURCES INC	R	5/16/2017		5,250.00CR	081965	5,250.00
0536	CDW GOVERNMENT INC							
	I-HFJ3443	CDW GOVERNMENT INC	R	5/16/2017		372.86CR	081966	
	I-HPT1790	CDW GOVERNMENT INC	R	5/16/2017		207.40CR	081966	
	I-HQW0723	CDW GOVERNMENT INC	R	5/16/2017		80.30CR	081966	660.56
6910	CHOICE1 HEALTH CARE SERVICES LLC							
	I-7136	CHOICE1 HEALTH CARE SERVICES L	R	5/16/2017		550.80CR	081967	550.80
2708	CLEANING SOLUTION SERVICES INC							
	I-13019	CLEANING SOLUTION SERVICES INC	R	5/16/2017		606.44CR	081968	
	I-13124	CLEANING SOLUTION SERVICES INC	R	5/16/2017		1,416.56CR	081968	
	I-14059	CLEANING SOLUTION SERVICES INC	R	5/16/2017		55.45CR	081968	2,078.45
0217	COUNTRY VISIONS COOPERATIVE							
	I-6086	COUNTRY VISIONS COOPERATIVE	R	5/16/2017		27.10CR	081969	
	I-6304	COUNTRY VISIONS COOPERATIVE	R	5/16/2017		1.80CR	081969	
	I-8081	COUNTRY VISIONS COOPERATIVE	R	5/16/2017		13.99CR	081969	42.89
2926	CROSBY HEAVY DUTY WRECKER SERV INC							
	I-84397	CROSBY HEAVY DUTY WRECKER SERV	R	5/16/2017		150.00CR	081970	150.00

Attachment: 5-16-17 VOUCHERS (5849 : Voucher Approval.)

5/10/2017 4:02 PM

A / P CHECK REGISTER

PAGE: 3

PACKET: 05534 MAY 2017 COUNCIL - 2 5-16-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6946	DEAN ENTERPRISES LLC							
	I-D-52509	DEAN ENTERPRISES LLC	R	5/16/2017		140.75CR	081971	
	I-D-53537	DEAN ENTERPRISES LLC	R	5/16/2017		105.75CR	081971	246.50
6369	DICK'S GUN SHOP INC							
	I-4915	DICK'S GUN SHOP INC	R	5/16/2017		630.00CR	081972	630.00
0075	DIGGERS HOTLINE INC							
	I-170 4 36401	DIGGERS HOTLINE INC	R	5/16/2017		877.12CR	081973	877.12
3212	DIXON ENGINEERING INC							
	I-17-1956	DIXON ENGINEERING INC	R	5/16/2017		486.00CR	081974	486.00
0079	DORSCH CORP							
	I-35482	DORSCH CORP	R	5/16/2017		144.04CR	081975	
	I-75441	DORSCH CORP	R	5/16/2017		273.74CR	081975	417.78
0086	ERC INC							
	I-ERC-0417-8166	ERC INC	R	5/16/2017		414.00CR	081976	414.00
7422	EXCEL UNDERGROUND LLC							
	I-5096	EXCEL UNDERGROUND LLC	R	5/16/2017		8,458.83CR	081977	8,458.83
0091	FASTENAL COMPANY							
	I-WIGRE331739	FASTENAL COMPANY	R	5/16/2017		18.25CR	081978	
	I-WIGRE335785	FASTENAL COMPANY	R	5/16/2017		3.73CR	081978	
	I-WIGRE341723	FASTENAL COMPANY	R	5/16/2017		5.41CR	081978	
	I-WIGRE342186	FASTENAL COMPANY	R	5/16/2017		50.86CR	081978	
	I-WIGRE342260	FASTENAL COMPANY	R	5/16/2017		82.59CR	081978	
	I-WIGRE342331	FASTENAL COMPANY	R	5/16/2017		141.49CR	081978	
	I-WIGRE342471	FASTENAL COMPANY	R	5/16/2017		55.28CR	081978	
	I-WIGRE342487	FASTENAL COMPANY	R	5/16/2017		7.63CR	081978	
	I-WIGRE342501	FASTENAL COMPANY	R	5/16/2017		2.71CR	081978	367.95
0331	FERGUSON WATERWORKS #1476 INC							
	I-218384	FERGUSON WATERWORKS #1476 INC	R	5/16/2017		2,938.00CR	081979	2,938.00
0200	FIRST SUPPLY LLC							
	C-10473712-00	FIRST SUPPLY LLC	R	5/16/2017		26.76	081980	
	C-10518891-00	FIRST SUPPLY LLC	R	5/16/2017		357.13	081980	
	I-10463281-00	FIRST SUPPLY LLC	R	5/16/2017		493.06CR	081980	
	I-10472139-00	FIRST SUPPLY LLC	R	5/16/2017		26.76CR	081980	
	I-10474063-00	FIRST SUPPLY LLC	R	5/16/2017		67.32CR	081980	
	I-10492357-00	FIRST SUPPLY LLC	R	5/16/2017		156.62CR	081980	
	I-10512020-00	FIRST SUPPLY LLC	R	5/16/2017		206.26CR	081980	
	I-10517627-00	FIRST SUPPLY LLC	R	5/16/2017		17.22CR	081980	
	I-10518901-00	FIRST SUPPLY LLC	R	5/16/2017		216.19CR	081980	
	I-10521043-00	FIRST SUPPLY LLC	R	5/16/2017		91.48CR	081980	
	I-10536934-00	FIRST SUPPLY LLC	R	5/16/2017		1,452.00CR	081980	
	I-10549941-00	FIRST SUPPLY LLC	R	5/16/2017		18.01CR	081980	2,361.03

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
3547	FORD CREDIT DEPT 67-434							
	I-1381761	FORD CREDIT DEPT 67-434	R	5/16/2017		18,324.76CR	081981	18,324.76
0105	FOX SPECIALITY COMPANY							
	I-35574	FOX SPECIALITY COMPANY	R	5/16/2017		158.13CR	081982	158.13
0107	FOX VALLEY TECHNICAL COLLEGE							
	I-201705107109	FOX VALLEY TECHNICAL COLLEGE	R	5/16/2017		225.00CR	081983	
	I-201705107110	FOX VALLEY TECHNICAL COLLEGE	R	5/16/2017		225.00CR	081983	
	I-201705107111	FOX VALLEY TECHNICAL COLLEGE	R	5/16/2017		225.00CR	081983	
	I-TPB0000403646/1617	FOX VALLEY TECHNICAL COLLEGE	R	5/16/2017		80.00CR	081983	755.00
3655	FUN EXPRESS LLC							
	I-683347838-01	FUN EXPRESS LLC	R	5/16/2017		215.42CR	081984	215.42
7079	G & O THERMAL SUPPLY COMPANY							
	I-34211	G & O THERMAL SUPPLY COMPANY	R	5/16/2017		12.00CR	081985	12.00
0111	GAT SUPPLY INC							
	I-311930-1	GAT SUPPLY INC	R	5/16/2017		19.23CR	081986	19.23
2544	GLOBAL RECOGNITION INC							
	I-164784	GLOBAL RECOGNITION INC	R	5/16/2017		42.90CR	081987	42.90
5830	GRAEF INC							
	I-92614	GRAEF INC	R	5/16/2017		7,280.00CR	081988	7,280.00
0666	GRAY'S INC							
	I-33944	GRAY'S INC	R	5/16/2017		2,540.00CR	081989	2,540.00
0117	GRAYBAR ELECTRIC COMPANY INC							
	I-991019559	GRAYBAR ELECTRIC COMPANY INC	R	5/16/2017		292.60CR	081990	292.60
7577	SKIP GREVE							
	I-201705107112	SKIP GREVE	R	5/16/2017		100.00CR	081991	100.00
3521	HD SUPPLY WATERWORKS LTD							
	I-H075858	HD SUPPLY WATERWORKS LTD	R	5/16/2017		415.00CR	081992	
	I-H114872	HD SUPPLY WATERWORKS LTD	R	5/16/2017		248.81CR	081992	663.81
5484	HYDROCORP INC							
	I-42458-IN	HYDROCORP INC	R	5/16/2017		2,876.00CR	081993	
	I-42483-IN	HYDROCORP INC	R	5/16/2017		3,325.00CR	081993	6,201.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6342	IDEA DINER							
	I-QUOTE 40001417	IDEA DINER	R	5/16/2017		225.00CR	081994	225.00
1399	INDOFF INC							
	C-2948556	INDOFF INC	R	5/16/2017		14.99	081995	
	I-2888538	INDOFF INC	R	5/16/2017		24.21CR	081995	
	I-2949356	INDOFF INC	R	5/16/2017		108.38CR	081995	
	I-2950358	INDOFF INC	R	5/16/2017		331.68CR	081995	
	I-2950360	INDOFF INC	R	5/16/2017		159.75CR	081995	
	I-2951550	INDOFF INC	R	5/16/2017		186.19CR	081995	795.22
2602	JOSSART BROTHERS INC							
	I-17-01 (1)	JOSSART BROTHERS INC	R	5/16/2017		159,160.50CR	081996	
	I-311B	JOSSART BROTHERS INC	R	5/16/2017		1,468.00CR	081996	
	I-312	JOSSART BROTHERS INC	R	5/16/2017		1,455.75CR	081996	162,084.25
1276	JX ENTERPRISES INC							
	I-D-271090154	JX ENTERPRISES INC	R	5/16/2017		40.04CR	081997	
	I-D-271210057	JX ENTERPRISES INC	R	5/16/2017		112.57CR	081997	152.61
4584	KRUCZEK CONST INC							
	I-17-02 (1)	KRUCZEK CONST INC	R	5/16/2017		207,012.13CR	081998	207,012.13
0367	L & S ELECTRIC INC							
	I-535994	L & S ELECTRIC INC	R	5/16/2017		222.00CR	081999	222.00
2603	MC KAY NURSERY CO							
	I-03-15-1770266	MC KAY NURSERY CO	R	5/16/2017		448.00CR	082000	
	I-04-28-1772016	MC KAY NURSERY CO	R	5/16/2017		85.00CR	082000	533.00
0173	MENARDS INC							
	C-3670	MENARDS INC	R	5/16/2017		88.80	082001	
	C-4812	MENARDS INC	R	5/16/2017		39.99	082001	
	C-4929	MENARDS INC	R	5/16/2017		6.88	082001	
	C-5188	MENARDS INC	R	5/16/2017		57.61	082001	
	C-5229	MENARDS INC	R	5/16/2017		8.49	082001	
	I-2961	MENARDS INC	R	5/16/2017		37.99CR	082001	
	I-3021	MENARDS INC	R	5/16/2017		51.55CR	082001	
	I-3193	MENARDS INC	R	5/16/2017		139.93CR	082001	
	I-4077	MENARDS INC	R	5/16/2017		3.96CR	082001	
	I-4787	MENARDS INC	R	5/16/2017		73.56CR	082001	
	I-4892	MENARDS INC	R	5/16/2017		16.87CR	082001	
	I-4936	MENARDS INC	R	5/16/2017		3.59CR	082001	
	I-5187	MENARDS INC	R	5/16/2017		66.10CR	082001	
	I-5189	MENARDS INC	R	5/16/2017		3.98CR	082001	
	I-5230	MENARDS INC	R	5/16/2017		1.78CR	082001	
	I-5271	MENARDS INC	R	5/16/2017		126.43CR	082001	
	I-5361	MENARDS INC	R	5/16/2017		9.88CR	082001	
	I-5375	MENARDS INC	R	5/16/2017		28.85CR	082001	
	I-5555	MENARDS INC	R	5/16/2017		199.59CR	082001	
	I-5628	MENARDS INC	R	5/16/2017		11.86CR	082001	
	I-5647	MENARDS INC	R	5/16/2017		93.09CR	082001	

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-5706	MENARDS INC	R	5/16/2017		39.98CR	082001	
	I-6248	MENARDS INC	R	5/16/2017		39.15CR	082001	746.37
VOID	VOID CHECK		V	5/16/2017			082002	**VOID**
7445	MIDWEST TESTING LLC							
	I-4130	MIDWEST TESTING LLC	R	5/16/2017		1,830.00CR	082003	1,830.00
0902	MILLER & ASSOC SAUK PRAIRIE INC							
	I-217280	MILLER & ASSOC SAUK PRAIRIE IN	R	5/16/2017		555.00CR	082004	555.00
0076	NASSCO INC							
	I-S2178452.001	NASSCO INC	R	5/16/2017		167.69CR	082005	167.69
0531	NORTHEAST AUTO PARTS INC							
	C-320907	NORTHEAST AUTO PARTS INC	R	5/16/2017		2.64	082006	
	I-320243	NORTHEAST AUTO PARTS INC	R	5/16/2017		8.99CR	082006	
	I-320723	NORTHEAST AUTO PARTS INC	R	5/16/2017		42.98CR	082006	
	I-320725	NORTHEAST AUTO PARTS INC	R	5/16/2017		20.98CR	082006	
	I-320805	NORTHEAST AUTO PARTS INC	R	5/16/2017		261.30CR	082006	
	I-320850	NORTHEAST AUTO PARTS INC	R	5/16/2017		94.99CR	082006	
	I-320895	NORTHEAST AUTO PARTS INC	R	5/16/2017		40.98CR	082006	
	I-320948	NORTHEAST AUTO PARTS INC	R	5/16/2017		235.62CR	082006	703.20
0187	NSIGHT TELSERVICES							
	I-201705107113	NSIGHT TELSERVICES	R	5/16/2017		64.40CR	082007	64.40
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BY2221577	OVERHEAD DOOR CO OF GREEN BAY	R	5/16/2017		730.20CR	082008	730.20
0197	PACKER CITY INTERNATIONAL INC							
	I-X101065632:01	PACKER CITY INTERNATIONAL INC	R	5/16/2017		139.90CR	082009	
	I-X101065845:01	PACKER CITY INTERNATIONAL INC	R	5/16/2017		51.54CR	082009	
	I-X101065905:01	PACKER CITY INTERNATIONAL INC	R	5/16/2017		104.33CR	082009	295.77
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-71663	PM SUPPLY - WRIGHT INDUSTRIAL	R	5/16/2017		31.70CR	082010	
	I-71823	PM SUPPLY - WRIGHT INDUSTRIAL	R	5/16/2017		57.36CR	082010	89.06
0208	POMP'S TIRE SERVICE INC							
	I-1010048553	POMP'S TIRE SERVICE INC	R	5/16/2017		520.00CR	082011	520.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0209	POOL WORKS INC							
	I-120392-1	POOL WORKS INC	R	5/16/2017		95.98CR	082012	95.98
1246	PREVEA HEALTH							
	I-109158	PREVEA HEALTH	R	5/16/2017		331.50CR	082013	
	I-109291	PREVEA HEALTH	R	5/16/2017		141.75CR	082013	473.25
6991	PROFESSIONAL SERVICE INDUSTRIES, INC.							
	I-496939	PROFESSIONAL SERVICE INDUSTRIES	R	5/16/2017		2,518.00CR	082014	2,518.00
6948	RAY'S TIRE							
	I-3-43661	RAY'S TIRE	R	5/16/2017		753.48CR	082015	
	I-3-43704	RAY'S TIRE	R	5/16/2017		1,191.48CR	082015	1,944.96
0227	REINDERS INC							
	I-1675138-00	REINDERS INC	R	5/16/2017		729.50CR	082016	
	I-1675138-01	REINDERS INC	R	5/16/2017		406.28CR	082016	
	I-1675799-00	REINDERS INC	R	5/16/2017		386.75CR	082016	
	I-1675799-01	REINDERS INC	R	5/16/2017		158.60CR	082016	
	I-1676023-00	REINDERS INC	R	5/16/2017		155.35CR	082016	
	I-1676677-00	REINDERS INC	R	5/16/2017		261.98CR	082016	
	I-1676677-01	REINDERS INC	R	5/16/2017		20.84CR	082016	
	I-1677176-00	REINDERS INC	R	5/16/2017		40.16CR	082016	
	I-1677421-00	REINDERS INC	R	5/16/2017		146.61CR	082016	
	I-1677511-00	REINDERS INC	R	5/16/2017		660.62CR	082016	
	I-1677511-01	REINDERS INC	R	5/16/2017		130.64CR	082016	
	I-1677764-00	REINDERS INC	R	5/16/2017		35.77CR	082016	
	I-1677928-00	REINDERS INC	R	5/16/2017		167.64CR	082016	
	I-1680495-00	REINDERS INC	R	5/16/2017		589.74CR	082016	3,890.48
VOID	VOID CHECK		V	5/16/2017			082017	**VOID**
7447	ROUTE READY PARTS & SERVICE							
	I-7248-00	ROUTE READY PARTS & SERVICE	R	5/16/2017		76.10CR	082018	76.10
0235	SAINT VINCENT HOSPITAL							
	I-45780	SAINT VINCENT HOSPITAL	R	5/16/2017		6.08CR	082019	6.08
4875	SANOFI PASTEUR							
	I-908001905	SANOFI PASTEUR	R	5/16/2017		203.03CR	082020	203.03
4029	SERVICE MOTOR COMPANY							
	I-CS19611	SERVICE MOTOR COMPANY	R	5/16/2017		119.12CR	082021	119.12

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
VENDOR	NAME / I.D.	DESC						
1446	SNAP ON INDUSTRIAL							
	I-ARV/32309869	SNAP ON INDUSTRIAL	R	5/16/2017		222.11CR	082022	222.11
1465	STEEN MACEK PAPER COMPANY							
	I-794441	STEEN MACEK PAPER COMPANY	R	5/16/2017		148.11CR	082023	148.11
0752	SYSTEMS FURNITURE INC							
	I-30847	SYSTEMS FURNITURE INC	R	5/16/2017		490.00CR	082024	490.00
0262	TEMPERATURE SYSTEMS INC							
	I-2606863-00	TEMPERATURE SYSTEMS INC	R	5/16/2017		15.93CR	082025	15.93
6557	TILLMANN WHOLESALE GROWERS							
	I-14640	TILLMANN WHOLESALE GROWERS	R	5/16/2017		920.00CR	082026	920.00
7309	TRILLIUM CNG							
	I-1705022124	TRILLIUM CNG	R	5/16/2017		3,780.65CR	082027	3,780.65
0268	TRUCK EQUIPMENT INC							
	I-738737-00	TRUCK EQUIPMENT INC	R	5/16/2017		825.00CR	082028	825.00
0417	TWEET GAROT MECHANICAL INC							
	I-27073	TWEET GAROT MECHANICAL INC	R	5/16/2017		9,380.00CR	082029	
	I-46001	TWEET GAROT MECHANICAL INC	R	5/16/2017		315.00CR	082029	9,695.00
0272	UNIFORM SHOPPE INC							
	I-265398	UNIFORM SHOPPE INC	R	5/16/2017		233.00CR	082030	
	I-265569	UNIFORM SHOPPE INC	R	5/16/2017		25.00CR	082030	
	I-265903	UNIFORM SHOPPE INC	R	5/16/2017		950.00CR	082030	
	I-265904	UNIFORM SHOPPE INC	R	5/16/2017		95.00CR	082030	
	I-265905	UNIFORM SHOPPE INC	R	5/16/2017		950.00CR	082030	
	I-265906	UNIFORM SHOPPE INC	R	5/16/2017		950.00CR	082030	
	I-265948	UNIFORM SHOPPE INC	R	5/16/2017		30.90CR	082030	
	I-265988	UNIFORM SHOPPE INC	R	5/16/2017		40.00CR	082030	3,273.90
7015	US BANK EQUIPMENT FINANCE							
	I-329788947	US BANK EQUIPMENT FINANCE	R	5/16/2017		207.50CR	082031	207.50
0277	VAN'S FIRE & SAFETY INC							
	I-4095509	VAN'S FIRE & SAFETY INC	R	5/16/2017		459.14CR	082032	459.14
1	VERTZ, ALEX							
	I-201705107114	KEYCARD	R	5/16/2017		20.00CR	082033	20.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3707	VIKING ELECTRIC SUPPLY							
	I-S000340227.001	VIKING ELECTRIC SUPPLY	R	5/16/2017		167.80CR	082034	167.80
6093	WALT'S PETROLEUM SERVICE INC							
	I-86296	WALT'S PETROLEUM SERVICE INC	R	5/16/2017		442.44CR	082035	442.44
0282	WESCO DISTRIBUTION INC							
	I-851127	WESCO DISTRIBUTION INC	R	5/16/2017		63.08CR	082036	63.08
3374	WEST BEND MUTUAL INS CO							
	I-201705107115	WEST BEND MUTUAL INS CO	R	5/16/2017		20.00CR	082037	20.00
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201705107116	WI DEPT OF JUSTICE TIME MADI	R	5/16/2017		63.00CR	082038	63.00
6418	WI DEPT OF NATURAL RESOURCES							
	I-370-0000005277	WI DEPT OF NATURAL RESOURCES	R	5/16/2017		157.50CR	082039	157.50
0294	WI DEPT OF TRANSPORTATION BBS							
	I-395-0000022932	WI DEPT OF TRANSPORTATION BBS	R	5/16/2017		1,642.69CR	082040	
	I-395-0000022933	WI DEPT OF TRANSPORTATION BBS	R	5/16/2017		2,877.85CR	082040	
	I-395-0000022934	WI DEPT OF TRANSPORTATION BBS	R	5/16/2017		1,821.13CR	082040	6,341.67
6469	WI DOCUMENT IMAGING							
	I-76923	WI DOCUMENT IMAGING	R	5/16/2017		116.96CR	082041	
	I-76995	WI DOCUMENT IMAGING	R	5/16/2017		759.86CR	082041	876.82
7350	WI MEDIA							
	I-523734	WI MEDIA	R	5/16/2017		615.22CR	082042	615.22
6887	WILLIAMS AUTO BODY SHOP INC.							
	I-13714	WILLIAMS AUTO BODY SHOP INC.	R	5/16/2017		2,532.05CR	082043	2,532.05

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	95	0.00	488,078.69	488,078.69
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:	2	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:	97	0.00	488,078.69	488,078.69

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	5/2017	76,523.15CR
201	5/2017	2,644.30CR
208	5/2017	179.36CR
290	5/2017	60.00CR
405	5/2017	375,195.57CR
460	5/2017	157.50CR
601	5/2017	20,492.22CR
650	5/2017	12,826.59CR
=====		
ALL		488,078.69CR

Attachment: 5-16-17 VOUCHERS (5849 : Voucher Approval.)

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

MEETING DATE: May 16, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Ledvina
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 05-16-17 (PDF)

CITY OF DE PERE
License Committee - May 16, 2017

Previously Tabled Operator License Applications	
1	BROEFFLE, ANNABELLE R.
2	HELMS, ASHLEY B.
3	MATENAER, ALLAN J.

Temporary Operator License Applications	
1	ARMSTRONG-SCHWARTZ, NIKOLE K.
2	BURHITE, MICHELLE A.
3	BUSSIERE, NATALIA
4	CLEVEN, MARIAN F.
5	DE VOE, CRAIG S.
6	KOOMEN, JOY L.
7	SCHWARTZ, DAWN M.
8	SCHWARTZ, TROY C.
9	SIEBERT, BETH A.
10	SIEBERT, STEVEN D.
11	VAN DE HEI, ANN L.
12	VAN DE HEI, DAVID J.
13	VANDEN LANGENBERG, JEAN A.
14	WENDT, JEROLD W.
15	ZEITLER-MUNIZ, JUDITH E.

New Operator License Applications	
1	BETTS, TINA M.
2	HELING, SALLY L.
3	MUMBRUE, TROY N.
4	NAGEL, RYAN J.
5	STEVENS, KELLY L.
6	VAN KAUWENBERGH, MARCIE E.
7	WHITTEMORE, JENNIFER L.

Attachment: 05-16-17 (5844 : Operator License Applications.)

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

MEETING DATE: May 16, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of Proposed Settlement Agreement Concerning the
Class B Liquor License Issued to Mary Besaw



City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: May 16, 2017

DEPARTMENT: Common Council

FROM: Judith Schmidt-Lehman

SUBJECT: A. Resolution #17-44, Approving Stipulated Agreement (Mary S. Besaw, License)

Resolution to be distributed at the meeting.