



Board of Public Works

Regular Meeting

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

Agenda

Monday, December 12, 2016

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 **Board of Public Works** of the City of De Pere will be held on **December 12, 2016** 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 at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call

II. Public Comment

III. Items

1. Approval of Board of Public Works November 7, 2016 Meeting Minutes.
2. Consider 2016 - 2017 Sewer Rate Study.*
3. Consider Master Agreement for Wisconsin Technology Networking LLC*
4. Consider Amending Chapter 82 De Pere Municipal Code Regarding Solid Waste/Curbside Recyclable Collection*
5. Consider Street Light in the 1000 Block of Twilight.
6. Consider Repeal 2 -Hour Restriction for Parking on the 400 Block of the South Side of Grant Street.*

IV. Future Agenda Items

V. Adjournment

***Items with an asterisk require City Council approval.**

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, Monday December 12, 2016 so that arrangements can be made.

Agenda Sent To:

Mayor
Alderspersons
Department Heads
TV, Newspapers & Radio Stations

Kress Family Library
De Pere Chamber of Commerce
Definitely De Pere
Jeffrey J. Marquis
VHC, Inc.
Marlow Marsh

Marian Nerenhausen
Molly J. Frank
Andrew & Lisa Witcpalek
Dennis & Susan Jackowski Revocable
Trust
Robert & Shirley Mae Collette
Daniel & Rechel Dickhut
Gerald & Clara Sauer
Glen P. Sherman
St. Norbert College
Gale Schlesinger

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision-making responsibility.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: December 12, 2016

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of Board of Public Works November 7, 2016 Meeting Minutes.

ATTACHMENTS:

- BOPW November 7, 2016 Draft Meeting Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, November 7, 2016

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

Attendee Name	Title	Status	Arrived
James Boyd	Aldersperson	Excused	
Dan Carpenter	Aldersperson	Present	
Ryan Jennings	Aldersperson	Present	
Dean Raasch	Aldersperson	Absent	
Michael J. Walsh	Mayor	Present	

Also present were Scott Thoresen, Director of Public Works, Eric Rakers, City Engineer, and Pam Denis, Recording Secretary.

II. Public Comment

None.

III. Items

- Approval of Board of Public Works October 10, 2016 Meeting Minutes.

Aldersperson Carpenter moved to approve the Board of Public Works October 10, 2016 meeting minutes, Aldersperson Jennings seconded the motion. Upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	Ryan Jennings, Aldersperson
AYES:	Dan Carpenter, Ryan Jennings, Michael J. Walsh
EXCUSED:	James Boyd, Dean Raasch

- Consider the Condition and Plan for Fountain.*

Scott Thoresen, Director of Public Works, presented a summary of the issues with the fountain by the Union Hotel. He presented the recommendation from The Director of Parks, Recreation, and Forestry, Marty Kosobucki and the City Development Team to not fix the fountain until a new development plan is in place for that area of the City. Decorative planters would be placed in the fountain area for the 2017 season. Discussion followed, including how soon a plan would be ready. Scott Thoresen stated that Kim Flom, Economic Development and Planning Director, would be looking at the block from Broadway to Wisconsin and improvements that could be made concurrent with the future street work planned for that area. Kim would be consulting with businesses in that area for additional input. The plan would probably be for 2018 or 2019.

Mayor Walsh moved to not fix the fountain and wait for a comprehensive city plan to be developed for that area, Aldersperson Jennings seconded the motion. Upon vote, the motion passed.

Attachment: BOPW November 7, 2016 Draft Meeting Minutes (5351 : Approval of BOPW November 7, 2016 Meeting Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Ryan Jennings, Alderperson
AYES:	Dan Carpenter, Ryan Jennings, Michael J. Walsh
EXCUSED:	James Boyd, Dean Raasch

3. Consider T-Mobile's Amendment to Current Lease Agreement on Merrill's Water Tower.*

Scott Thoresen, Director of Public Works, presented a request from T-Mobile to upgrade their facilities on the Merrill Street water tower. He explained that this would require more ground area for their equipment and then a need to amend the current lease agreement to add \$40 additional dollars per month.

Mayor Walsh moved to approve T-Mobile's request to upgrade their facilities and amend the current lease agreement, Alderperson Carpenter seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Dan Carpenter, Alderperson
AYES:	Dan Carpenter, Ryan Jennings, Michael J. Walsh
EXCUSED:	James Boyd, Dean Raasch

4. Recommendation regarding the release of a utility easement at 1745 E. Matthew Drive (Parcel WD-D0048-2). Submitted by R.E. Lee & Associates INC.*

Alderperson Carpenter moved to approve R.E. Lee & Associates, Inc. request for the City to release the utility easement at 1745 E. Matthew Drive, subject to release by utilities that have authority to utilize the easement, Alderperson Jennings seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Dan Carpenter, Ryan Jennings, Michael J. Walsh
EXCUSED:	James Boyd, Dean Raasch

5. Consider Sidewalk Snow Removal Notification.

Scott Thoresen, Director of Public Works, reviewed staff research regarding the possibility of notifying property owners when the City would be removing snow/ice from their sidewalk. He reviewed the current process and the recently approved rates for sidewalk cleaning for 2017. All sidewalk cleaning issues are complaint driven. He stated that on average there are 60 properties per year that are invoiced for the city cleaning of their sidewalks. Director Thoresen reviewed the increase in costs that would come from additional warnings to residents. Discussion followed, including ways to inform the public of snow removal requirements, number of hours after the snowfall for residents to clean sidewalks, the turnaround time on a complaint, clearing compact ice and snow, what to do when salt doesn't work on the snow or ice, and whether to amend the ordinance to change the number of hours allowed to clean from 24 hours to 48 hours.

Alderperson Carpenter moved to amend the ordinance to allow for 48 hours after the snow event for residents to clean their sidewalks and additionally to place a

notice of this revision in the October water billing for next year, Alderperson Jennings seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Dan Carpenter, Ryan Jennings, Michael J. Walsh
EXCUSED:	James Boyd, Dean Raasch

6. Consider City Engineer Parking & Traffic Recommendations.*

Eric Rakers, City Engineer, presented 10 recommendations for parking and traffic issues. He gave the Board the option of reviewing all action items at once, or pulling out the items that needed more discussion as he reviewed them. Discussion followed. The Board directed Eric to contact the business on N. Huron about the change in parking regulation on N. Huron.

The Mayor moved to approve the 10 recommendations as presented, Alderperson Carpenter seconded the motion. Upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Dan Carpenter, Alderperson
AYES:	Dan Carpenter, Ryan Jennings, Michael J. Walsh
EXCUSED:	James Boyd, Dean Raasch

7. City Engineer Parking & Traffic Discussion Items.

Eric Rakers, City Engineer, reviewed 16 items discussed by Parking and Traffic that require no action. He indicated that some of the items will come back to the Board after a plan is developed or a study is done. Discussion followed including the requirements for facilities that plan additions to address parking stalls for the number of employees.

IV. Future Agenda Items

None.

V. Adjournment

Mayor Walsh moved to adjourn the Board of Public Works meeting, Alderperson Carpenter seconded the motion. Upon vote, the motion passed and the meeting was adjourned at 8:35pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: December 12, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider 2016 - 2017 Sewer Rate Study.*

I have attached the Wastewater Rate Study prepared by Schenck for your consideration for the December 12, 2016 Public Works Committee meeting. A representative from Schenck will attend the meeting and go through the details of the report for you. The report includes the recent Green Bay Metropolitan Sewerage District (GBMSD) rate increases which increases the total city treatment rates by approximately 2.47%.

The attached projected operating statements reflect the need for a City sewer rate increase targeting the 1st quarter billing mailed to general customers in the billing received in late March 2017. The statements reflect the rate increase for billings to the paper mill customers beginning with their January 2017 invoice since they are billed monthly. The analysis indicates that an estimated \$155,760 surplus for 2016 and a projected \$134,514 surplus for 2017. The 2017 estimated figures account for the GBMSD treatment rate increase of 2.47% which we will pass on to our general and paper mill customers beginning January 1st, 2017. The largest part was an increase was \$436,152 for the fixed cost allocation now totaling \$1,565,168 which is allocated \$557,908 to our general customers and \$1,007,260 to our industrial customers.

The model with the increased 2017 City rate increase shows the need to increase our general customer rate for an **average** quarterly residential bill by \$3.76 from \$131.56 to \$135.33 for the 1st quarter of 2017 which is shown on page 5 of the report. This is a 2.86% increase from the prior 2016 rates. The report also shows on page 6 & 7 the increases for the three operating paper mills. The new rates directly pass on the GBMSD treatment and daily monitoring rates to the paper mills and also include a treatment administrative fee of \$16,800 per year as well as revising the collection fee for the Sonoco and Expera mills that do not have their own dedicated pipe that goes directly to the treatment plant as in the case of Fox River Fiber. Their rate increases vary due to this and their particular usage factors and ranges from 1.20% to 4.30% from the 2016 rates and are larger primarily due to the larger fixed cost allocation from GBMSD..

The study assumes the revised sewer rates would be effective for the late November to late February billing cycle sent to general customers in late March and to the paper mills as of January 1st 2017. The study incorporates the rates included in the approved GBMSD budget which was adjusted from their preliminary budget and approved December 7th, 2016. The Adopted 2017 GBMSD budget is attached for your review.

You will also find an additional page at the end of the attachment of a calculation of the additional increase needed on the sewer bills to generate additional cash to address our cash situation that has been noted in the audit management letter over the last few years. The table shows the additional percent increase above the 2.86% indicated in the study that would be required to generate additional cash in \$50,000 increments. This is presented for your review and consideration if you want to propose raising the sewer rates over above the amount in the rate study. The cash deficit at December 31, 2015 was \$1,070,617 which would be affected by the projected 2016 and 2017 results on page 1 of the report and the 2016 sewer borrowing of \$1,007,500 and is estimated to be roughly \$100,000 at December 31, 2016. This is still relatively small and represents roughly 1% of the sewer utility operating budget.

Feel free to contact me should you have any questions on this and I will also be at the Board of Public Works meeting on December 12th.

Joe Zegers, Finance Director

ATTACHMENTS:

- 2017 Wastewater Study DRAFT 120916 (PDF)
- 2017 Wastewater Study Summary-Draft 120916 (PDF)
- NEW Budget (PDF)

**CITY OF DEPERE
WASTEWATER UTILITY
PROPOSED RATES
DECEMBER 2017**

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

PROJECTED OPERATING STATEMENTS

	Actual 2014	Actual 2015	Projected 2016	with increase Estimated 2017
Revenues and Other Sources				
User charges - general customers	\$ 3,963,906	\$ 4,320,931	\$ 4,658,416	\$ 4,958,722
User charges- paper mills				
NEW Water treatment charges	3,870,155	4,066,337	4,218,619	4,273,454
Fixed administrative charges	36,000	37,800	39,600	50,400
Collection charges - variable	138,616	139,918	219,551	236,132
Forfeited discounts	39,369	48,080	54,050	55,000
Collection on receivable from NEW Water	-	-	-	160,485
Total Revenues Other Sources	8,048,046	8,613,066	9,190,236	9,734,193
Expenses and Other Uses				
Treatment charges				
General customers	1,876,989	2,021,257	1,920,402	2,064,907
Paper mills - pass through	3,309,421	3,418,810	3,414,048	3,266,194
Fixed Charge				
General customers	323,786	355,915	398,390	557,908
Paper mills - pass through	560,733	632,738	730,626	1,007,260
Operation and maintenance	952,520	721,862	1,010,500	1,010,500
Major maintenance projects	300,000	300,000	300,000	300,000
Sewer share of meter reading expenses	117,597	145,936	160,000	160,000
Capital replacement outlay	543,548	673,497	683,600	706,000
NEW Water annual debt service requirements	31,275	31,275	31,275	31,275
Current principal and interest payments	-	-	385,635	385,635
Future principal and interest payments	-	-	-	110,000
Total Expenses and Other Uses	8,015,869	8,301,290	9,034,476	9,599,679
Excess Revenues (Expenses)	\$ 32,177	\$ 311,776	\$ 155,760	\$ 134,514

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

	Actual 2014	Actual 2015	Projected 2016	Projected 2017	Allocation of Expenses	
					Fixed	Variable
PROJECTED EXPENSES AND OTHER USES						
Operation and maintenance	\$ 1,252,520	\$ 1,021,862	\$ 1,310,500	\$ 1,310,500	\$ 400,000	\$ 910,500
Sewer share of meter reading expenses	117,597	145,936	160,000	160,000	94,000	66,000
Capital replacement outlay	543,548	673,497	683,600	706,000	250,000	456,000
NEW Water annual debt service requirements	31,275	31,275	31,275	31,275	31,275	-
Current principal and interest payments	-	-	-	385,635	385,635	-
Future principal and interest payments	-	-	385,635	110,000	110,000	-
Total Expenses and Other Uses	<u>\$ 1,944,940</u>	<u>\$ 1,872,570</u>	<u>\$ 2,571,010</u>	<u>\$ 2,703,410</u>	<u>\$ 1,270,910</u>	<u>\$ 1,432,500</u>

REVENUE REQUIREMENT- COLLECTION SYSTEM

Expenditures and Other Uses	
Recovered through fixed charges to general customers	\$ 1,270,910
Recovered through volume charges to all customers	<u>1,432,500</u>
Total Revenue Requirement - Collection System	<u><u>\$ 2,703,410</u></u>

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

FIXED CHARGES - GENERAL CUSTOMERS

	2017 Estimated
Costs to be recovered:	
Operation and maintenance - fixed portion	400,000
Sewer share of meter reading expenses	94,000
Capital replacement outlay	250,000
NEW Water annual debt service requirements	31,275
Current principal and interest payments	385,635
Future principal and interest payments	110,000
Total	<u>\$ 1,270,910</u>

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

DAILY MONITORING CHARGE - PAPER MILLS

Charges are a direct pass through from NEW Water - estimated at \$3,400 per month

VOLUME CHARGE- ALL CUSTOMERS

Costs to be Recovered	2017 Estimated
Operation and maintenance - variable portion	\$ 1,432,500
Less: Allocated to customers where calculated charges exceed 15% of revenue requirement	(136,600)
Additional deficit recovery charge	20,000
Net to be Recovered through Volume Charges	<u>\$ 1,315,900</u>

Gallons sold and wastewater flows	2017 Estimated
General customers - water gallons sold	503,750,000
Paper Mills with < 15% (wastewater)	41,214,000
Total	<u>544,964,000</u>

Proposed Rates	Proposed Rate	Billable Flows	Recovery of Costs
Variable Costs	\$ 2.415	544,964,000	\$ 1,316,088

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

WASTEWATER RATES	Current Rates		Proposed Rates - 2017	
	Volume charge - treatment		Volume charge - treatment	
	Treatment	\$4.52/ thousand gallons	Treatment	\$4.52/ thousand gallons
	Treatment Fixed charge- quarterly		Treatment Fixed charge- quarterly	
	3/4"	\$ 3.30	3/4"	\$ 3.30
	1"	8.25	1"	8.25
	1 1/2"	16.50	1 1/2"	16.50
	2"	26.40	2"	26.40
	3"	49.50	3"	49.50
	4"	148.50	4"	148.50
	Volume charge - collection - quarterly		Volume charge - collection - quarterly	
	Collection	\$2.164/ thousand gallons	Collection	\$2.415/ thousand gallons
	Collection Fixed charge - quarterly		Collection Fixed charge - quarterly	
	3/4"	\$ 28.00	3/4"	\$ 28.00
	1"	70.00	1"	70.00
	1 1/2"	140.00	1 1/2"	140.00
	2"	224.00	2"	224.00
	3"	420.00	3"	420.00
	4"	1,260.00	4"	1,260.00
AVERAGE RESIDENTIAL BILL				
	In thousand gallons			
	Per Year	Per Quarter		
Average water use	60.00	15.00		
	Current Rates		Proposed Rates - 2017	
	Per Year	Per Quarter	Per Year	Per Quarter
Wastewater	\$ 526.24	\$ 131.56	\$ 541.30	\$ 135.33
				Quarterly Increase
				\$ 3.76

SONOCO US MILLS

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	30,799	2,567
BOD (in pounds)	1,388,976	115,748
TSS (in pounds)	337,991	28,166
Phosphorus (in pounds)	324	27
TKN (in pounds)	7,673	639

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 767,319	\$ 63,943
Treatment fixed charges	143,669	11,972
Treatment fixed administrative fee	13,200	1,100
Collection	66,649	5,554
NEW Water daily monitoring charge	19,328	1,611
Total	\$ 1,010,165	\$ 84,180

	Proposed Rates - 2017		Monthly Increase
	Per Year	Per Month	
	\$ 734,309	\$ 61,192	\$ (2,751)
	203,342	16,945	4,973
	16,800	1,400	300
	74,380	6,198	644
	20,400	1,700	89
Total	\$ 1,049,231	\$ 87,436	\$ 3,255

EXPERA

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	398,514	33,210
BOD (in pounds)	1,853,310	154,443
TSS (in pounds)	415,924	34,660
Phosphorus (in pounds)	503	42
TKN (in pounds)	36,140	3,012

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 1,309,626	\$ 109,135
Treatment fixed charges	238,536	19,878
Treatment fixed administrative fee	13,200	1,100
Collection	136,600	11,383
NEW Water daily monitoring charge	19,328	1,611
Total	\$ 1,717,290	\$ 143,107

	Proposed Rates - 2017		Monthly Increase
	Per Year	Per Month	
	\$ 1,244,575	\$ 103,715	\$ (5,421)
	318,853	26,571	6,693
	16,800	1,400	300
	136,600	11,383	-
	20,400	1,700	89
Total	\$ 1,737,228	\$ 144,769	\$ 1,662

FOX RIVER FIBER

	Per Year	Per Month
Average units		
Flow (in thousand gallons)	318,948	26,579
BOD (in pounds)	1,451,293	120,941
TSS (in pounds)	814,015	67,835
Phosphorus (in pounds)	27,635	2,303
TKN (in pounds)	196,163	16,347

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 1,273,407	\$ 106,117
Treatment fixed charges	344,757	28,730
Treatment fixed administrative fee	13,200	1,100
Collection	-	-
NEW Water daily monitoring charge	-	-
Total	\$ 1,631,364	\$ 135,947

	Proposed Rates - 2017		Monthly Increase
	Per Year	Per Month	
	\$ 1,211,642	\$ 100,970	\$ (5,147)
	473,027	39,419	10,689
	16,800	1,400	300
	-	-	-
	-	-	-
Total	\$ 1,701,469	\$ 141,789	\$ 5,842

S C Acquisition

Average units

	Per Year	Per Month
Flow (in thousand gallons)	15,624	1,302
BOD (in pounds)	37,860	3,155
TSS (in pounds)	41,700	3,475
Phosphorus (in pounds)	96	8
TKN (in pounds)	348	29

	Current Rates	
	Per Year	Per Month
Treatment variable charges	\$ 46,204	\$ 3,850
Treatment fixed charges	3,664	305
Treatment fixed administrative fee	-	-
Collection	33,810	2,818
NEW Water daily monitoring charge	4,968	414
Total	<u>\$ 88,646</u>	<u>\$ 7,387</u>

Proposed Rates - 2017		Monthly Increase
Per Year	Per Month	
\$ 42,743	\$ 3,562	\$ (288)
12,038	1,003	698
-	-	-
37,732	3,144	327
5,000	417	3
<u>\$ 97,513</u>	<u>\$ 8,126</u>	<u>\$ 739</u>

DRAFT

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

	Current Rates	Proposed Rates - 2017
COLLECTION RATES	Volume charge- collection- monthly	Volume charge- collection- monthly
	Collection \$2.164/ thousand gallons	Collection \$2.415/ thousand gallons
	Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2016: \$136,600	Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2017: \$136,600
	NEW Water Daily Monitoring Charge - monthly	NEW Water Daily Monitoring Charge - monthly
	Direct pass-through from NEW Water \$2,400 per month estimate	Direct pass-through from NEW Water \$3,400 per month estimate
TREATMENT RATES	City of DePere - Fixed Treatment Administrative Fee	City of DePere - Fixed Treatment Administrative Fee
	Administrative fee \$1,100 per month	\$1,400 per month
	NEW Water unit charges - pass through	NEW Water unit charges - pass through
	Variable rates	Variable rates
	Flow \$0.79357/ thousand gallons	Flow \$0.72126/ thousand gallons
	BOD \$0.43068/ pound	BOD \$0.41913/ pound
	TSS \$0.41292/ pound	TSS \$0.36651/ pound
	Phosphorus \$0.60597/ pound	Phosphorus \$0.58901/ pound
	TKN \$0.64043/ pound	TKN \$0.76448/ pound
Fixed rates	NEW Water fixed charge - pass through	NEW Water fixed charge - pass through
	Allocated to Paper Mills based upon actual units each month	Allocated to Paper Mills (not including Fox River Fiber) based upon actual units each month
	\$ 385,869	\$ 534,233

City of DePere
Summary of Proposed Wastewater Rates - 2017

Collection Fixed Charges

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

Paper Mills

Daily monitoring charges are a direct pass through from NEW Water
estimated at \$3,400 per month

Collection Volume Charge - All Customers

\$ 2.415 per 1,000 gallons

Note: Paper Mills volume charge is up to a maximum of 15% of Collection System Expenses allocated to
the Flow Rate - for 2017: \$136,600

Treatment Fixed Charges

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

Paper Mills

Monthly Administrative Fee \$ 1,400

Annual Fixed Charge \$ 534,233

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

Treatment Variable Charges

General Customers

\$ 4.52 per 1,000 gallons

Paper Mills- direct pass through from NEW Water

Flow	\$0.72126/ thousand gallons
BOD	\$0.41913/ pound
TSS	\$0.36651/ pound
Phosphorus	\$0.58901/ pound
TKN	\$0.76448/ pound

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

Collection Volume Charge- All Customers

Incremental revenue generated		Volume Charge		% increase in total charges to general customers
\$	-	\$	2.415 per 1,000 gallons	2.86%
\$	50,000.00	\$	2.507 per 1,000 gallons	3.91%
\$	100,000.00	\$	2.598 per 1,000 gallons	4.95%
\$	150,000.00	\$	2.690 per 1,000 gallons	6.00%
\$	200,000.00	\$	2.782 per 1,000 gallons	7.05%
\$	250,000.00	\$	2.874 per 1,000 gallons	8.09%

2017 Adopted Budget December 7, 2016

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
 2017 Budget - Adopted - December 7, 2016
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5-Year Capital Investment Plan Report

Summary of Revenues and Expenses Legends

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 Budget - Adopted - December 7, 2016
DATES AND EVENTS

Wednesday, July 27, 2016	First Discussion of 2017 Budget with Commission
Wednesday, August 24, 2016	2017 Budget First Budget Workshop
Friday, September 9, 2016	2017 Budget Meeting with Customers
Thursday, September 29, 2016	2017 Tax Abatement Schedule and Second Budget Workshop
September & October 2016	Elected Officials Board Meetings
Wednesday, December 7, 2016	2017 Budget Public Hearing and Adoption
Thursday, December 8, 2016	2017 Adopted Budget Distributed to Customers

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016

Municipal Rate Comparison

Parameter	2016 COS Rate (FRF Adjusted)	2017 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.79357	\$0.72126
Biochemical Oxygen Demand (LBS)	\$0.43068	\$0.41913
Suspended Solids (LBS)	\$0.41292	\$0.36651
Phosphorus (LBS)	\$0.60597	\$0.58901
Total Kjeldahl Nitrogen (LBS)	\$0.64043	\$0.76448
Fixed Charge	\$0.54580	\$0.78834
Total Combined Rate (1,000 GALS)	\$3.07421	\$3.19780

Procter & Gamble Rate Comparison

Parameter	2016 COS Rate (FRF Adjusted)	2017 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.53420	\$0.58553
Biochemical Oxygen Demand (LBS)	\$0.25789	\$0.26840
Suspended Solids (LBS)	\$0.18371	\$0.20301
Phosphorus (LBS)	\$0.38906	\$0.43617
Total Kjeldahl Nitrogen (LBS)	\$0.49819	\$0.64142

Fox River Fiber Rate Comparison - Excluding Fixed Charge

Parameter	2016 COS Rate (FRF Adjusted)	2017 COS Rate (FRF Adjusted)
Volume (1,000 GALS)	\$0.63165	\$0.53436
Biochemical Oxygen Demand (LBS)	\$0.41777	\$0.40685
Suspended Solids (LBS)	\$0.40379	\$0.35735
Phosphorus (LBS)	\$0.58647	\$0.56875
Total Kjeldahl Nitrogen (LBS)	\$0.61550	\$0.73482

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

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Summary of Revenues and Expenses

	2015 Budget	2015 Actual	2016 Budget	% of Overall Expenses	Projected 2016 Year-End	2017 Budget Preliminary	% of Overall Expenses	2017 Budget Favorable/ (Unfavorable) Variance	% Variance
Revenues									
Municipal User Fees	\$ 29,636,171	\$ 33,255,295	\$ 32,499,871	85.4%	\$ 33,768,234	\$ 33,599,315	85.9%	\$ 1,099,444	3.4%
Mill User Fees	1,275,465	1,149,432	1,268,082	3.3%	1,214,723	1,360,778	3.5%	92,696	7.3%
Mill Direct Charges	110,782	91,660	110,809	0.3%	151,080	233,462	0.6%	122,653	110.7%
Mill Capital Charges	945,617	945,617	1,232,508	3.2%	1,232,508	1,044,650	2.7%	(187,859)	-15.2%
General Reserve Interest	4,303	3,091	4,447	0.0%	17,921	4,682	0.0%	234	5.3%
Other Revenues	353,737	479,165	844,152	2.2%	871,041	769,457	2.0%	(74,695)	-8.8%
	\$ 32,326,076	\$ 35,924,260	\$ 35,959,870	94.5%	\$ 37,255,507	\$ 37,012,344	94.6%	\$ 1,052,474	2.9%
DEBT and ICR Reserve Transfers	\$ 3,000,710	\$ 3,000,710	\$ 2,107,863	5.5%	\$ 2,107,863	\$ 2,095,257	5.4%	(12,606.22)	-0.6%
General Fund Transfers	-	(4,281,907)	-	-	(2,419,354)	-	-	-	0.0%
	\$ 3,000,710	\$ (1,281,197)	\$ 2,107,862	5.5%	\$ (311,491)	\$ 2,095,257	5.36%	\$ (12,606)	-0.6%
Total Revenues	\$ 35,326,785	\$ 34,643,063	\$ 38,067,732	100.0%	\$ 36,944,017	\$ 39,107,601	100.0%	\$ 1,039,868	2.7%
Expenses									
Salaries & Benefits	\$ 9,630,415	\$ 9,565,426	\$ 9,739,319	25.6%	\$ 9,656,426	\$ 10,236,902	26.2%	\$ (497,584)	-5.1%
Power	2,310,982	2,342,773	2,396,434	6.3%	2,336,381	2,409,473	6.2%	(13,039)	-0.5%
Contracted Services	1,783,677	1,583,811	2,372,322	6.2%	2,230,612	2,788,143	7.1%	(415,821)	-17.5%
Maintenance & Repairs	1,542,043	1,721,302	1,580,896	4.2%	1,532,967	1,582,415	4.0%	(1,519)	-0.1%
Chemicals	587,696	472,627	564,123	1.5%	525,546	548,890	1.4%	15,233	2.7%
Natural Gas & Fuel Oil	1,229,821	1,064,849	1,079,183	2.8%	932,894	961,931	2.5%	117,252	10.9%
Solid Waste Disposal	273,702	169,058	256,315	0.7%	168,846	211,325	0.5%	44,990	17.6%
Interceptor System (1)	578,512	514,338	514,560	1.4%	424,375	652,855	1.7%	(138,295)	-26.9%
Office & Administrative	358,743	418,120	476,555	1.3%	542,501	529,641	1.4%	(53,086)	-11.1%
Insurance	208,271	200,410	202,995	0.5%	225,666	237,593	0.6%	(34,598)	-17.0%
Supplies	160,128	159,787	130,626	0.3%	184,603	149,838	0.4%	(19,212)	-14.7%
Employee Training & Development	123,913	108,644	123,078	0.3%	115,815	152,673	0.4%	(29,595)	-24.0%
Travel and Meetings	71,635	60,753	71,343	0.2%	65,768	80,868	0.2%	(9,525)	-13.4%
DNR Environmental Fees	155,000	142,737	145,000	0.4%	143,118	146,000	0.4%	(1,000)	-0.7%
Total O & M Expenses	\$ 19,014,538	\$ 18,524,635	\$ 19,652,749	51.6%	\$ 19,085,518	\$ 20,688,547	52.9%	\$ (1,035,798)	-5.3%
Debt Service (2)	\$ 12,751,248	\$ 12,751,248	\$ 10,993,983	28.9%	\$ 10,993,983	\$ 16,457,706	42.1%	\$ (5,463,723)	-49.7%
Annual Capital	2,132,851	1,939,032	1,971,000	5.2%	1,414,515	1,961,348	5.0%	9,652	0.5%
R2E2 Construction (Rate Stabilization)	1,428,148	1,428,148	5,450,000	14.3%	5,450,000	-	0.0%	5,450,000	100.0%
Total Debt Service, Annual Capital & Rate Stabilization	\$ 16,312,247	\$ 16,118,428	\$ 18,414,983	48.4%	\$ 17,858,498	\$ 18,419,054	47.1%	\$ (4,071)	0.0%
Total Expenses	\$ 35,326,785	\$ 34,643,063	\$ 38,067,732	100.0%	\$ 36,944,017	\$ 39,107,601	100.0%	\$ (1,039,868)	-2.7%

Notes:

- (1) Interceptor System includes all expenses related to Interceptors, Meter and Lift Stations, including chemicals, power, phones, pretreatment program, and water.
 (2) Debt Service for 2017 reflects collection and payments for 2018 Debt Payments.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Flow and Load Projections - with FRF Adjustment

	1,000 gal	VOLUME		BOD		TSS		PHOS		TKN		45.0% Fixed Charge		
	Gallons	Total	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Pounds	Amount	Allocation	Amount	Total Amount
City of Green Bay	4,900,000	4,900,000	\$3,534,923	7,462,553	\$3,128,071	6,387,741	\$2,341,261	179,512	\$105,751	1,412,324	\$1,079,867	41.91%	\$3,473,535	\$13,663,407
City of De Pere	1,268,000	1,268,000	\$914,751	4,325,064	\$1,812,933	2,429,880	\$890,610	31,812	\$18,741	304,704	\$232,978	13.18%	\$1,092,141	\$4,962,153
Fox River Fiber	340,000	340,000	\$181,682	1,134,240	\$461,468	809,916	\$289,424	31,192	\$17,740	221,118	\$162,482	5.71%	\$473,027	\$1,585,824
Village of Allouez	738,000	738,000	\$532,403	775,272	\$324,970	1,104,089	\$404,675	22,644	\$13,340	159,378	\$121,861	5.54%	\$459,013	\$1,856,262
Village of Ashwaubenon	1,437,000	1,437,000	\$1,036,670	2,104,796	\$882,265	2,493,266	\$913,842	50,268	\$29,613	276,255	\$211,225	11.89%	\$985,876	\$4,059,492
Village of Bellevue	642,500	642,500	\$463,508	808,864	\$339,051	895,512	\$328,227	22,222	\$13,091	164,956	\$126,126	5.18%	\$429,624	\$1,699,626
Village of Hobart	150,000	150,000	\$108,212	232,997	\$97,665	289,497	\$106,108	6,194	\$3,649	45,977	\$35,154	1.45%	\$119,934	\$470,722
Village of Howard	875,000	875,000	\$631,236	749,956	\$314,358	1,724,088	\$631,920	23,066	\$13,588	248,468	\$189,979	7.06%	\$584,971	\$2,366,053
Village of Luxemburg	165,000	165,000	\$119,033	41,295	\$17,310	42,592	\$15,611	2,612	\$1,539	13,188	\$10,084	0.60%	\$49,550	\$213,126
Village of Pufaski	192,500	192,500	\$138,872	58,507	\$24,524	90,280	\$33,090	8,407	\$4,953	39,018	\$29,833	1.17%	\$97,145	\$328,416
Village of Suamico	195,000	195,000	\$140,676	395,204	\$165,657	453,134	\$166,085	10,593	\$6,240	62,972	\$48,149	2.21%	\$183,446	\$710,252
Town of Lodgeview Sanitary District #2	182,500	182,500	\$131,658	226,508	\$94,945	262,100	\$96,066	6,186	\$3,644	43,770	\$33,467	1.45%	\$120,301	\$480,081
Town of Lawrence - Utility District	95,000	95,000	\$68,534	173,058	\$72,541	247,637	\$90,765	5,168	\$3,044	39,317	\$30,062	1.14%	\$94,858	\$359,804
Pittsfield Sanitary District	12,390	12,390	\$8,938	15,204	\$6,373	25,212	\$9,241	480	\$283	3,852	\$2,945	0.12%	\$9,571	\$37,351
Town of Scott Sanitary District #1	56,600	56,600	\$40,832	69,480	\$29,124	115,200	\$42,224	2,208	\$1,301	17,604	\$13,460	0.53%	\$43,793	\$170,733
Dyckesville Sanitary District	29,000	29,000	\$20,921	34,320	\$14,386	56,904	\$20,857	1,092	\$643	8,700	\$6,652	0.26%	\$21,792	\$85,251
New Franken Sanitary District	14,369	14,369	\$10,366	17,640	\$7,394	29,244	\$10,719	564	\$332	4,464	\$3,413	0.13%	\$11,129	\$43,353
Royal Scott Sanitary District	28,500	28,500	\$20,560	32,424	\$13,591	53,748	\$19,700	1,032	\$608	8,220	\$6,285	0.25%	\$20,749	\$81,494
Bayshore Sanitary District	23,250	23,250	\$16,773	28,824	\$12,082	47,796	\$17,518	912	\$537	7,308	\$5,588	0.22%	\$18,121	\$70,619
Hauled Waste	28,100	28,100	\$37,889	270,162	\$136,357	370,169	\$141,443	6,112	\$4,001	43,112	\$35,607	0.00%	\$0	\$355,297
Total Municipal	11,372,709	11,372,709	\$8,158,437	18,956,368	\$7,955,065	17,928,005	\$6,569,383	412,276	\$242,639	3,124,705	\$2,385,217	100%	\$8,288,574	\$33,599,315
Procter & Gamble	1,500,000	1,500,000	\$878,293	450,000	\$120,779	1,650,000	\$334,959	2,500	\$1,090	40,000	\$25,657	0.00%	\$0	\$1,360,778
Total Mill	1,500,000	1,500,000	\$878,293	450,000	\$120,779	1,650,000	\$334,959	2,500	\$1,090	40,000	\$25,657	0%	\$0	\$1,360,778
Grand Total														
Units	12,872,709	12,872,709		19,406,368		19,578,005		414,776		3,164,705				
Costs			\$9,036,730		\$8,075,845		\$6,904,342		\$243,729		\$2,410,873	0%	\$8,288,574	\$34,960,093

Attachment: NEW Budget (5366 : Consider 2016 - 2017 Sewer Rate Study*)

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
User Fees by Source

	2017 Budget	2016 Budget	2015 Actual	2014 Actual	2013 Actual
City of Green Bay	\$13,663,407	\$12,476,590	\$12,487,909	\$11,665,027	\$9,302,442
City of De Pere	4,962,153	5,023,184	4,977,851	5,936,369	6,337,668
Fox River Fiber *	1,585,824	1,695,629	1,391,549	N/A	N/A
Village of Allouez	1,856,262	1,876,680	1,707,690	1,680,020	1,485,641
Village of Ashwaubenon	4,059,492	4,107,133	3,739,334	3,550,124	3,167,739
Village of Bellevue	1,699,626	1,727,240	1,637,450	1,508,969	1,406,755
Village of Hobart	470,722	349,325	383,540	317,342	263,565
Village of Howard	2,366,053	2,177,647	1,992,062	1,953,137	1,571,810
Village of Luxemburg	213,126	155,329	159,572	202,835	118,683
Village of Pulaski	328,416	293,432	281,687	299,117	241,253
Village of Suamico	710,252	746,367	668,187	641,215	550,497
Town of Ledgeview Sanitary District #2	480,081	584,626	565,832	522,144	511,793
Town of Lawrence - Utility District	359,804	330,289	311,614	295,328	232,075
Pittsfield Sanitary District	37,351	38,741	39,288	35,568	31,338
Town of Scott Sanitary District #1	170,733	193,512	181,977	198,283	173,984
Dyckesville Sanitary District	85,251	82,451	67,928	69,362	56,679
New Franken Sanitary District	43,353	45,240	46,422	43,026	38,355
Royal Scott Sanitary District	81,494	83,346	75,002	89,538	70,969
Bayshore Sanitary District	70,619	68,115	54,530	58,437	45,661
Hauled Waste **	355,297	444,995	2,485,872	1,970,099	875,578
Total Municipal	\$33,599,315	\$32,499,871	\$33,255,295	\$31,035,940	\$26,482,485
Procter & Gamble	1,360,778	1,268,082	1,149,433	1,249,018	1,084,461
Total Mill	\$1,360,778	\$1,268,082	\$1,149,433	\$1,249,018	\$1,084,461
Total User Fees	\$34,960,093	\$33,767,953	\$34,404,729	\$32,284,958	\$27,566,946

* Fox River Fiber Units and Cost were included in 2014 Budget and prior with City of De Pere.

** Hauled Waste for 2013, 2014, & 2015 was significantly higher due to a special projects with the Three Cheese Facilities.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Municipal Cost of Service

	<u>Total</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units (2)		11,344,609	18,686,206	17,557,836	406,164	3,081,593	11,344,609
Cost of Service							
Municipal							
Operating Cost	\$18,025,325	\$7,296,024	\$5,013,320	\$3,562,983	\$177,066	\$1,975,931	\$0
Pretreatment Cost Allocation	276,346	0	135,824	90,627	5,954	43,942	0
Capital Cost (2)	4,797,334	782,876	658,310	422,936	12,321	259,900	2,660,990
Solids Project	10,145,623	41,804	2,011,453	2,351,547	43,306	69,928	5,627,584
Total Cost	\$33,244,628	\$8,120,705	\$7,818,908	\$6,428,094	\$238,647	\$2,349,701	\$8,288,574
Unit Operating Cost		\$0.64313	\$0.27556	\$0.20809	\$0.45060	\$0.65546	\$0.00000
Unit Capital Cost		\$0.07269	\$0.14287	\$0.15802	\$0.13696	\$0.10703	\$0.78834
Unit Combined Cost (1)	\$3.18954	\$0.71582	\$0.41843	\$0.36611	\$0.58756	\$0.76250	\$0.78834
Fox River Fiber (FRF) Adjustment (3)	\$0.00826	\$0.00544	\$0.00070	\$0.00040	\$0.00144	\$0.00199	\$0.00000
Adjusted Unit Combined Cost	\$3.19780	\$0.72126	\$0.41913	\$0.36651	\$0.58901	\$0.76448	\$0.78834

(1) Combined rate based on a standard parts/million.

(2) Excludes Hauled Waste flows and loads.

(3) FRF Adjustment removes interceptor costs.

	UNIT COMBINED COST (1)	VOLUME	BOD	SS	PHOS	TKN	Fixed Charge
BUDGET RATE HISTORY							
2016	\$3.07421	\$0.79357	\$0.43068	\$0.41292	\$0.60597	\$0.64043	\$0.54580
2015	\$2.89731	\$0.80448	\$0.39331	\$0.34822	\$0.56768	\$0.65358	\$0.52659
2014	\$2.63618	\$0.76333	\$0.33466	\$0.29867	\$0.62124	\$0.68741	\$0.46763
2013	\$2.34449	\$0.85682	\$0.30901	\$0.34795	\$0.62393	\$0.78995	0

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Hauled Waste Cost of Service

	<u>Total</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		28,100	270,162	370,169	6,112	43,112	0
Cost of Service							
Operating Cost	\$196,048	\$18,072	\$72,511	\$75,146	\$2,666	\$27,653	\$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	50,930	18,664	15,694	10,083	294	6,196	0
Solids Project	107,709	997	47,953	56,060	1,032	1,667	0
Direct Charges	0	0	0	0	0	0	0
FRF Adjustment	610	157	199	153	9	91	0
Total Cost	\$355,297	\$37,889	\$136,357	\$141,443	\$4,001	\$35,607	\$0

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Procter & Gamble Cost of Service

<u>Unit Value</u>	<u>Total</u>	<u>VOLUME</u> 1,000 gal	<u>BOD</u> pounds	<u>TSS</u> pounds	<u>PHOS</u> pounds	<u>TKN</u> pounds	<u>Capital Charge</u> N/A
Units		1,500,000	450,000	1,650,000	2,500	40,000	1,500,000
Cost of Service							
Operating Cost	\$1,360,778	\$878,293	\$120,779	\$334,959	\$1,090	\$25,657	\$0
Pretreatment Cost Allocation	0	0	0	0	0	0	0
Capital Cost	249,802	0	0	0	0	0	249,802
Solids Project	794,848	0	0	0	0	0	794,848
Direct Charges	136,856	0	0	0	0	0	0
Total Cost	\$2,542,284	\$878,293	\$120,779	\$334,959	\$1,090	\$25,657	\$1,044,650
Unit Cost		\$0.58553	\$0.26840	\$0.20301	\$0.43617	\$0.64142	\$0.00000

BUDGET RATE HISTORY	VOLUME	BOD	SS	PHOS	TKN
2016	\$0.05342	\$0.25789	\$0.18371	\$0.38906	\$0.49819
2015	\$0.52549	\$0.26270	\$0.19420	\$0.40750	\$0.50956
2014	\$0.51836	\$0.24896	\$0.19362	\$0.50636	\$0.56970
2013	\$0.50944	\$0.20116	\$0.19775	\$0.44714	\$0.57453

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Fox River Fiber Cost of Service

	<u>Total</u>	<u>VOLUME</u>	<u>BOD</u>	<u>TSS</u>	<u>PHOS</u>	<u>TKN</u>	<u>Fixed Charge</u>
Unit Value		1,000 gal	pounds	pounds	pounds	pounds	N/A
Units		340,000	1,134,240	809,916	31,192	221,118	-
Total Municipal Units		11,344,609	18,686,206	17,557,836	406,164	3,081,593	-
Cost of Service							
Operating Cost	\$ 842,703	\$ 218,663	\$ 304,305	\$ 164,355	\$ 13,598	\$ 141,782	\$ -
Pretreatment Cost Allocation	16,035	-	8,244	4,180	457	3,153	-
Capital Cost	815,717	24,716	162,053	127,983	4,272	23,667	473,027
Solids Project	-	-	-	-	-	-	-
Subtotal Cost of Service	\$ 1,674,455	\$ 243,379	\$ 474,602	\$ 296,518	\$ 18,327	\$ 168,601	\$ 473,027
Direct Charges	96,606	-	-	-	-	-	-
Less FRF Adjustment	(88,631)	(61,697)	(13,134)	(7,094)	(587)	(6,119)	-
Total Cost	\$ 1,682,431	\$ 181,682	\$ 461,468	\$ 289,424	\$ 17,740	\$ 162,482	\$ 473,027
Unit Cost (New for 2015)		\$0.71582	\$0.41843	\$0.36611	\$0.58756	\$0.76250	\$0.05707
FRF Adjustment		(0.1815)	(0.0116)	(0.0088)	(0.0188)	(0.0277)	0.0000
Unit Cost (with FRF Adjustment)		\$0.53436	\$0.40685	\$0.35735	\$0.56875	\$0.73482	\$0.05707

BUDGET RATE HISTORY	VOLUME	BOD	SS	PHOS	TKN	Fixed Charge
2016	\$0.63165	\$0.41777	\$0.40379	\$0.58647	\$0.61550	\$0.60376
2015	\$0.59821	\$0.38082	\$0.33967	\$0.55008	\$0.63145	\$0.52659

NEW Water
GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 Budget - Adopted - December 7, 2016
Allocation of Capital and Debt Service Costs (1)

	Allocations		
	FY2017	Municipal	Procter & Gamble (1)
Debt Service			
Debt Service - Municipal Only			
Clean Water Fund Loans			
4198-12 West Fox River Interceptor	\$142,871	\$142,871	\$0
4198-16 East River Lift Station	132,486	132,486	0
4198-18 Scott Bayshore Interceptor	45,770	45,770	0
4198-21 East Tower Drive Interceptor	182,911	182,911	0
4345-06 De Pere Ashwaubenon Creek Interceptor	217,421	217,421	0
4198-29 Phase Two Interceptor Rehabilitation	216,305	216,305	0
4198-45 De Pere Facility East Service Area Interceptor Rehabilitation	186,914	186,914	0
Dutchman Creek Interceptor Upgrade & Scott Bayshore Interceptor Rehabilitation (2014 New) *	(0)	(0)	0
Bayview Interceptor Replacement (2017 New) Funded by ICR Reserves	0	0	0
Charles Street Interceptor Upsizing (2017 New)	113,936	113,936	0
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	\$519,065	\$519,065	0
Total Debt Service - Municipal Only (2)	\$1,757,679	\$1,757,679	\$0
Debt Service - Common to All			
Clean Water Fund Loans			
4198-02 Bar Screen Replacement	\$100,755	\$94,210	\$6,545
4198-09 Service Water System	64,740	60,535	4,206
4198-15 Treated Cooling Water System - Metro Header	182,713	170,844	11,869
4198-24 Electrical Generation Facility	208,366	194,830	13,535
4198-25 RAS/WAS Improvements	663,351	620,260	43,091
4198-27 Solids Process Improvement	352,687	329,776	22,911
4198-32 GBF: Administration & Maintenance Building HVAC Replacement	206,524	193,108	13,416
4198-35 Combined Treatment Facilities Projects	300,869	281,324	19,544
4198-37 Consolidation/Conveyance Project	881,598	824,329	57,269
4198-44 R2E2 Solids Management (2014 New)	986,976	915,974	71,002
4198-48 DPF: UV Disinfection System Upgrade *	271,158	253,544	17,614
4345-04 De Pere Facility	257,841	241,092	16,749
4198-99 Green Bay Facility Solids Management Plan Construction (R2E2) (2015 New) *	8,782,637	8,150,824	631,813
4198-52 GBF: Disinfection System Upgrade (2015 New) *	0	0	0
DPF: Primary Substation & Emergency Generator (2017 New) ****	108,187	100,404	7,783
DPF: Blower Replacement Project (2016 New)****	0	0	0
Other General Obligation Debt			
2008 Sewerage System Improvement Bond	302,891	281,101	21,790
Promissory Note to City of De Pere	160,485	150,060	11,545
Green Bay Facility Solids Management Plan - Design	868,250	805,789	62,461
Total Debt Service - Common to All (2)	\$14,700,027	\$13,668,003	\$1,033,143
OFFSETS TO DEBT SERVICE PAYMENTS			
Georgia-Pacific - Capital Payment	(\$451,514)	(451,514)	0
4198-45 De Pere Eastside Interceptor Rehabilitation	(120,071)	(120,071)	0
4198-29 City of De Pere Rehabilitation Interceptor Ashwaubenon Creek Payment	(53,472)	(53,472)	0
Less Debt Payments Funded from ICR Reserve **	(651,753)	(651,753)	0
City of Green Bay Interceptors Payment	(596,928)	(596,928)	0
Town of Lawrence Interceptors Payment (9th Street Seg 5 Ext., Ashw. Creek 2,3,4,6,7 and Ashw. Interceptor 2,3 & 4)	(197,077)	(197,077)	0
New Franken Sanitary District Interceptor Payment	(21,621)	(21,621)	0
Royal Scott Sanitary District #1 Interceptor Payment	(2,822)	(2,822)	0
Total Debt Service Offsets	(\$2,095,257)	(\$2,095,257)	\$0
TOTAL DEBT SERVICE	\$14,362,449	\$13,330,426	\$1,033,143
ANNUAL CAPITAL OUTLAY			
Regular			
2017 Requests - Allocated to All	\$1,611,348	\$1,611,348	\$0
2017 Requests - Allocated to Municipal from Rate Stabilization Reserve Offset	0	0	0
2017 Requests - Allocated to Municipal Only	350,000	327,264	22,736
Solids	0	0	0
2017 Requests - Transfer to R2E2 Rate Stabilization Reserves	0	0	0
TOTAL ANNUAL CAPITAL OUTLAY	\$1,961,348	\$1,938,612	\$22,736
TOTAL ANNUAL CAPITAL AND DEBT SERVICE	\$16,323,797	\$15,269,038	\$1,055,880
REVENUES AND TRANSFERS			
Interest Income	(\$4,682)	(\$4,682)	\$0
Hauled Waste Truck Fees	(\$37,050)	(\$34,643)	(\$2,407)
Miscellaneous Revenue - O & M	\$0	\$0	\$0
Miscellaneous Revenue - Capital ***	(\$135,820)	(\$126,997)	(\$8,823)
Transfer From Rate Stabilization Fund	\$0	\$0	\$0
Using/(Building) Rate Reserves	(\$0)	(\$0)	\$0
Total Non-Rate Revenues (Capital-Related)	(\$177,552)	(\$166,322)	(\$11,230)
Net Annual Capital and Debt Service	\$16,146,245	\$15,102,715	\$1,044,650

- (1) Based on Revised Cost of Service Allocations from Camp Dresser & McKee Inc. June 2016 (Table 5). Debt Collection is for 2017 debt service payments.
 (2) Total Debt Collected in 2017 Budget for 2018 Debt payments. Metropolitan Sewerage Districts are permitted to abate taxation by having sufficient funds available in its designated debt service fund to pay those debt obligations for the following year.

Metropolitan Sewerage Districts Subchapter 1200.13(2),(5) permits Sewerage Districts to levy a tax upon property for its performance of duties.

- * Note: 2016 and 2017 Payments for Debt Service over collected for these projects due to timing on submitting loan.

** Note: Less Debt Payments funded from ICR Reserve (excluding debt payments of 2014 Budget new loans and forward).

*** Note: Miscellaneous Revenues are from Sampling & Lab Analysis from De Pere, Village of Ashwaubenon, Village of Hobart, Village of Suamico, Yacht Club, West Shore Pipeline, and ICR Leases.

**** DPF: Blower Replacement Project (2016 NEW) was determined not to be needed at this time and a much less costly equipment upgrade was pursued.

The 2016 Budget debt service collection of \$237,255 will fund equipment upgrade of \$46K, annual capital for DPF: Process Blowers - HST Upgrades of \$100K and remaining collected debt service will offset 2017 Budget debt service collection for the DPF: Primary Substation & Emergency Generator project.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Summary of Debt Service Schedule

Issue	Description	Original Amount	2017 Budget for 2018 Debt Payments	Loan Date	Last Payment
4198-15	Treated Cooling Water System - Metro Header	\$2,737,735	\$182,713	4/14/1999	May 2018
4198-16	East River Lift Station	1,924,428	132,486	10/25/2000	May 2020
4198-12	West Fox River Interceptor	2,159,850	142,871	10/25/2000	May 2020
4345-06	De Pere Ashwaubenon Creek Interceptor	3,222,103	217,421	12/31/2007	May 2020
4198-09	Service Water System	946,212	64,740	7/11/2001	May 2021
4198-02	Bar Screens Replacement	1,490,715	100,755	7/11/2001	May 2021
4198-18	Scott Bayshore Interceptor	695,592	45,770	2/27/2002	May 2021
4345-04	De Pere Facility	3,881,879	257,841	12/31/2007	May 2021
4198-27	Solids Process Improvement	5,347,693	352,687	12/8/2004	May 2024
4198-21	East Tower Drive Interceptor	2,761,526	182,911	4/13/2005	May 2024
Dec. 2007	Promissory Note to City of De Pere	2,000,000	160,485	12/28/2007	Dec 2027
Sept. 2008	2008 General Obligation - Sewerage System Improvement Bond	10,000,000	821,956	9/15/2008	May 2028
4198-25	RAS/WAS Improvements	10,460,782	663,351	3/11/2009	May 2028
4198-35	Combined Treatment Facilities Projects	4,211,341	300,869	12/9/2009	May 2029
4198-37	Consolidation/Conveyance Project	12,821,922	881,598	12/9/2009	May 2029
4198-29	Phase Two Interceptor Rehabilitation	3,421,382	216,305	11/10/2010	May 2030
4198-24	Electrical Generator Project	3,246,148	208,366	12/22/2010	May 2030
4198-32	GBF: Administration & Maintenance Building HVAC Replacement	3,133,312	206,524	4/10/2013	May 2032
4198-45	De Pere Facility East Service Area Interceptor Rehabilitation	3,146,593	186,914	12/12/2012	May 2032
4198-48	DPF: Disinfection System Upgrade (2013 New)	4,272,020	271,158	1/8/2014	May 2033
4198-44	Green Bay Facility Solids Management Plan Construction (R2E2) (2014 New) *	15,206,000	986,976	8/13/2014	May 2034
4198-52	GBF: Disinfection System Upgrade (2015 New) **	1,850,000	-	12/23/2015	May 2035
4198-99	Green Bay Facility Solids Management Plan Construction (R2E2) (2015 New) *	130,380,511	8,782,637	10/14/2015	May 2035
July 2013	General Obligation Bond Green Bay Facility Solids Management Plan - Design (R2E2) *	20,000,000	868,250	8/20/2013	May 2038
Total Existing Debt		\$250,207,779	\$16,235,583		
(New)	Dutchman Creek Interceptor Upgrade & Scott Bayshore Interceptor Rehabilitation (2014 New) **	\$3,500,000	\$0	7/1/2017	May 2037
(New)	Charles Street Interceptor Upsizing (2017 New)	1,680,000	113,936	1/1/2018	May 2038
(New)	DPF: Primary Substation & Emergency Generator (2017 New) **	3,480,000	108,187	3/1/2018	May 2038
Total New Debt		\$8,660,000	\$222,123		
Grand Total with New Debt		\$258,867,779	\$16,457,706		
			\$ 10,637,863		

Notes: * Solids Management - R2E2 Project Loans.

** Over collected debt payment from prior years due to timing of project expenditure projection.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Annual Capital

Item Description	Common to All - Municipal Only	Amount
Business Services		
<u>Information Technology</u>		
GBF: Campus Paging System	Common to All	\$ 125,000
Total Business Services		\$ 125,000
Operations		
<u>Maintenance</u>		
GBF: Replace MCC - Center Mechanical MCC-B2, -B2A, -B2B	Common to All	\$ 616,000
GBF: Replace MCC - Administration Building ADP-1,-2; MCC-A1, -A2	Common to All	308,000
GBF: Aeration Basin Access Ladders	Common to All	110,000
DPF: Process Air Blowers - HST Upgrades *	Common to All	-
GBF: Tunnel Lighting Upgrades	Common to All	248,000
Total Operations		\$ 1,282,000
Technical Services		
<u>Engineering</u>		
MS 6, 8, & 9 Rehabilitation	Municipal Only	\$ 300,000
Annual Manhole Rehabilitation	Municipal Only	50,000
Total Engineering		\$ 350,000
Total Technical Services		\$ 350,000
Environmental Programs		
<u>Watershed Management</u>		
Environmental Lands Easement or Title Purchase - Pilot Demonstration Project	Common to All	\$ 54,000
Total Environmental Programs		\$ 54,000
<u>Laboratory</u>		
Lachat Auto Analyzer 3 (Low level P)	Common to All	\$ 42,348
Metals Lab: PE ICP	Common to All	\$ 108,000
Total Laboratory		\$ 150,348
Total Environmental Programs		\$ 204,348
Total Annual Capital Items		\$ 1,961,348
Solids Project (R2E2)		
Requests - Solids (R2E2) Credit for Mill*****	Solids	-
2017 Requests - Transfer to R2E2 Rate Stabilization Reserves	Solids	-
Total Solids Project (R2E2)		\$ -

Note: * DPF: Process Air Blowers - HST Upgrades of \$100K will be funded through previous debt service that was collected in 2016 Budget for the DPF: Blower Replacement Project.

**Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Allocation of Operation and Maintenance Costs**

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

ITEM	Total	Common to All					Municipal Only		Mill Only	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Salaries & Benefits										
Laboratory Services & Environmental Services										
Operational Testing	\$560,806	\$78,513	\$67,297	\$50,472	\$33,648	\$39,256	\$117,769	\$134,593	\$0	\$39,256
Water Quality Testing	759,226	759,226	0	0	0	0	0	0	0	0
Total Laboratory Services	1,320,032	837,738	67,297	50,472	33,648	39,256	117,769	134,593	0	39,256
Treatment										
Pump Station	110,730	110,730	0	0	0	0	0	0	0	0
Primary Treatment	146,768	146,768	0	0	0	0	0	0	0	0
Aeration	306,421	0	153,211	0	0	153,211	0	0	0	0
Final & Chlorine Contact Basins	239,123	239,123	0	0	0	0	0	0	0	0
Primary Thickeners	146,769	3,669	19,329	119,367	3,669	734	0	0	0	0
Waste Activated Sludge Thickeners	171,230	0	101,300	66,506	0	3,425	0	0	0	0
Dewatering - Belt Presses/Incineration	489,228	4,892	199,429	273,165	4,892	6,849	0	0	0	0
Primary Sludge	195,691	4,892	25,772	159,155	4,892	978	0	0	0	0
Secondary Sludge	293,537	0	173,656	114,010	0	5,871	0	0	0	0
Incineration	635,997	7,338	241,258	371,745	7,338	8,317	0	0	0	0
Primary Sludge	293,537	7,338	38,659	238,734	7,338	1,468	0	0	0	0
Secondary Sludge	342,460	0	202,599	133,011	0	6,849	0	0	0	0
Solids, General	257,498	2,799	100,848	147,582	2,799	3,469	0	0	0	0
Grit Removal	10,618	0	0	10,618	0	0	0	0	0	0
Filtration	15,150	15,150	0	0	0	0	0	0	0	0
Total Treatment	2,529,533	530,471	815,375	988,984	18,699	176,004	0	0	0	0
Maintenance/Engineering										
Maintenance	2,428,866	762,148	699,100	444,857	16,253	334,544	126,301	0	45,663	0
Engineering	842,904	264,493	242,613	154,382	5,640	116,099	43,831	0	15,847	0
Total All Above	7,121,334	2,394,850	1,824,384	1,638,695	74,241	665,903	287,901	134,593	61,509	39,256
Business Services & Information Systems	2,004,605	687,120	523,444	470,167	21,301	191,058	82,603	0	12,344	16,567
Total Salaries & Benefits Costs	9,125,939	3,081,970	2,347,828	2,108,862	95,542	856,961	370,505	134,593	73,853	55,824
Power										
Metro Pump	334,247	0	0	0	0	0	334,247	0	0	0
Mill Pump	20,720	0	0	0	0	0	0	0	20,720	0
Secondary Effluent Pump	22,480	22,480	0	0	0	0	0	0	0	0
Process Air Compressors	847,887	0	551,127	0	0	296,760	0	0	0	0
Solids Building	261,870	2,619	106,749	146,218	2,619	3,666	0	0	0	0
Primary Sludge (40)	104,748	2,619	13,795	85,192	2,619	524	0	0	0	0
Secondary Sludge (60)	157,122	0	92,953	61,026	0	3,142	0	0	0	0
All Other Plant	922,269	289,397	265,456	168,918	6,171	127,030	47,958	0	17,339	0
Total Power	2,409,473	314,495	923,332	315,135	8,790	427,457	382,205	0	38,059	0
Fuel										
Fuel - Diesel for Generators	46,332	46,332	0	0	0	0	0	0	0	0
Building	468,866	147,124	134,954	85,875	3,137	64,580	24,381	0	8,815	0
Incineration	446,733	4,467	182,106	249,438	4,467	6,254	0	0	0	0
Primary Sludge (40)	178,693	4,467	23,534	145,331	4,467	893	0	0	0	0
Secondary Sludge (60)	268,040	0	158,572	104,107	0	5,361	0	0	0	0
Total Fuel	961,931	197,924	317,060	335,313	7,605	70,834	24,381	0	8,815	0

Attachment: NEW Budget (5366 : Consider 2016 - 2017 Sewer Rate Study*)

**Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Allocation of Operation and Maintenance Costs**

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

ITEM	Total	Common to All					Municipal Only		Mill Only	
		Flow	BOD	TSS	PHOS	TKN	Flow	Industry	Flow	Direct
Chemicals										
Sodium Hypochlorite	\$92,820	\$92,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Gravity Belt Polymer	42,200	0	24,966	16,390	0	844	0	0	0	0
Gravity Thickener Polymer	0	0	0	0	0	0	0	0	0	0
Belt Press Polymer	222,910	2,229	90,867	124,464	2,229	3,121	0	0	0	0
Primary Sludge (40)	89,164	2,229	11,743	72,517	2,229	446	0	0	0	0
Secondary Sludge (60)	133,746	0	79,124	51,947	0	2,675	0	0	0	0
Lime and Clay	57,870	579	23,590	32,312	579	810	0	0	0	0
Primary Sludge (40)	23,148	579	3,049	18,826	579	116	0	0	0	0
Secondary Sludge (60)	34,722	0	20,542	13,486	0	694	0	0	0	0
Sodium Bisulfite	53,700	53,700	0	0	0	0	0	0	0	0
Ferric Chloride	26,630	13,315	0	0	13,315	0	0	0	0	0
Ferric Chloride - odor control	0	0	0	0	0	0	0	0	0	0
Other Chemicals	52,760	52,760	0	0	0	0	0	0	0	0
Total Chemicals	\$48,890	215,403	139,423	173,167	16,123	4,775	0	0	0	0
Maintenance & Repairs										
Maintenance & Repairs	1,482,415	496,542	455,466	289,826	10,589	217,957	82,286	0	29,749	0
All Other Expenses										
Solid Waste	211,325	2,479	79,419	124,209	2,479	2,739	0	0	0	0
Primary Sludge (40)	99,154	2,479	13,059	80,642	2,479	496	0	0	0	0
Secondary Sludge (60)	112,171	0	66,361	43,567	0	2,243	0	0	0	0
DNR Environmental Fees	146,000	1,066	49,151	51,856	32,968	10,960	0	0	0	0
Other Miscellaneous	3,938,756	1,235,933	1,133,691	721,400	26,356	542,511	204,815	0	74,049	0
Total All Other	4,196,081	1,239,478	1,262,261	897,465	61,803	556,211	204,815	0	74,049	0
Total Treatment Plant O & M	18,024,729	5,545,812	5,445,369	4,119,768	200,451	2,134,195	1,064,192	134,593	224,525	55,824
Field Services O & M										
Pretreatment	219,911	0	0	0	0	0	0	219,911	0	0
Municipal Interceptors	315,943	0	0	0	0	0	315,943	0	0	0
Mill Interceptors	2,566	0	0	0	0	0	0	0	2,566	0
Fox River Fiber Force Main	75,393	0	0	0	0	0	0	0	0	75,393
Municipal Metering Stations	268,912	0	0	0	0	0	268,912	0	0	0
Mill Metering Stations	56,944	0	0	0	0	0	0	0	0	56,944
Municipal Lift Stations	374,345	0	0	0	0	0	374,345	0	0	0
Subtotal	1,514,015	0	0	0	0	0	959,200	219,911	2,566	132,337
All Other (Field Services Salaries after distribution)	449,804	0	0	0	0	0	328,346	75,278	878	45,301
Total Interceptor System O & M	1,763,818	0	0	0	0	0	1,287,547	295,189	3,444	177,638
Total O & M Costs	\$20,688,547	\$5,545,812	\$5,445,369	\$4,119,768	\$200,451	\$2,134,195	\$2,351,738	\$429,783	\$227,969	\$233,462
Distribution to Participants										
MUNICIPAL	19,079,228	4,899,583	5,319,101	3,772,561	199,243	2,107,220	2,351,738	429,783	0	0
FOX RIVER FIBER	96,606	0	0	0	0	0	0	0	0	96,606
PROCTER & GAMBLE	1,512,712	646,229	126,269	347,207	1,208	26,975	0	0	227,969	136,856
Total	\$20,688,547	\$5,545,812	\$5,445,369	\$4,119,768	\$200,451	\$2,134,195	\$2,351,738	\$429,783	\$227,969	\$233,462

Attachment: NEW Budget (5366 : Consider 2016 - 2017 Sewer Rate Study*)

NEW Water.
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Interceptor System O & M

Account Name	Maintenance	Field Services	Procter & Gamble Meter Station	Procter & Gamble Interceptor	Fox River Fiber Force Main
Salaries - Procter & Gamble (P&G) Interceptor	\$0	\$1,148		\$1,148	
Benefits - P&G Interceptor	0	418		418	
Salaries - P&G Meter Station	10,008	10,331	20,339		
Benefits - P&G Meter Station	3,649	3,766	7,415		
Salaries - Fox River Fiber - Force Main	0	4,591			4,591
Benefits - Fox River Fiber - Force Main	0	1,674			1,674
Salaries - Fox River Fiber - Meter Station	996	8,035			9,031
Benefits - Fox River Fiber - Meter Station	363	2,929			3,292
Repair & Maintenance (R & M) - P&G Interceptor			0	1,000	
R & M - P&G Meter Station			28,350		
Phones - P&G			840		
Power - P&G			0		
R & M - Force Main					56,550
R & M - Meter Station					255
Chemicals					
Total			\$56,944	\$2,566	\$75,393

Account Name	Maintenance	Field Services	GBMSD Meter Stations	GBMSD Interceptors	Lift Station	Pretreatment
Salaries Pretreatment	\$0	\$154,488				\$154,488
Salaries - GBMSD Interceptors	3,264	82,645		85,909		
Salaries - GBMSD Meter Stations	0	90,680	90,680			
Salaries - East Bayshore Lift Stations	28,200	40,175			68,375	
Salaries - East River Lift Station	14,004	12,626			26,630	
Salaries - Old Plank Lift Station	2,664	6,887			9,551	
Salaries - Interplant Force Main	0	11,478		11,478		
Salaries - Chemical Feed Building	0	2,296	2,296			
Benefits - Pretreatment	0	56,323				56,323
Benefits - GBMSD Interceptors	1,190	30,131		31,321		
Benefits - GBMSD Meter Stations	0	33,060	33,060			
Benefits - East Bayshore Lift Stations	10,281	14,647			24,928	
Benefits - East River Lift Station	5,106	4,603			9,709	
Benefits - Old Plank Lift Station	971	2,511			3,482	
Benefits - Interplant Force Main	0	4,185		4,185		
Benefits - Chemical Feed Building	0	837	837			
Pretreatment Program						9,100
R & M - East Bayshore System Lift Stations					47,700	
R & M - East Bayshore Force Main					1,100	
R & M - East River Lift Station					34,620	
R & M - GBMSD Interceptors - Field Services				54,150		
R & M - GBMSD Interceptors - Engineering				125,001		
R & M - Old Plank Lift Station					5,950	
R & M - Interplant Force Main				3,900		
R & M - GBMSD Meter Stations			88,140			
R & M - Chemical Feed Building			1,340			
Phones - Meter/Lift Stations			35,660			
Phones - Chemical Feed Building			0			
Power - Meter Stations			15,500			
Power - Chemical Feed Building			1,400			
Power - Old Plank Lift Station					1500	
Power - East Bayshore Lift Stations					27,000	
Power - East River Lift Station					35,000	
Water - East River Lift Station					1,400	
Chemicals - Old Plank Lift Station					4,480	
Chemicals - De Pere Conveyance					47,120	
Chemicals - Chemical Feed Building					-	
Chemicals - Bayshore Interceptor					25,800	
Total			\$268,912	\$315,944	\$374,345	\$219,911

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Salaries and Benefits before Distribution

Description	Commission	Business Services	Laboratory Services	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	\$2,500	\$1,017,019	\$535,866	\$1,769,191	\$1,775,682	\$629,227	\$479,091	\$744,963	\$475,026	\$7,428,565
Long Term Disability	0	5,523	3,293	11,787	10,755	3,947	3,285	4,352	2,799	45,741
Dental Insurance	0	9,077	5,391	20,142	22,256	6,405	6,082	6,405	2,996	78,754
Health Insurance	0	169,020	93,125	328,233	382,749	100,104	86,146	144,812	38,167	1,342,356
Life Insurance	0	3,467	1,222	5,577	6,635	2,553	2,618	1,886	1,224	25,182
Wisconsin Retirement	0	64,444	34,931	128,797	117,172	42,186	35,143	49,062	29,616	501,351
FICA & Medicare	191	73,317	40,994	151,461	135,840	48,136	40,188	56,990	36,340	583,457
Worker's Compensation	5	3,359	13,557	50,015	44,925	10,346	972	18,848	4,597	146,624
Uniforms	0	0	888	12,480	13,548	0	0	2,950	0	29,866
Employee Assistance	0	3,158	0	0	0	0	0	0	0	3,158
Wellness Program	0	0	0	51,850	0	0	0	0	0	51,850
Totals	\$2,696	\$1,348,384	\$729,267	\$2,529,533	\$2,509,562	\$842,904	\$653,525	\$1,030,268	\$590,765	\$10,236,902

Note: Engineering, Treatment and Information Technology Salaries were decreased by \$267K for re-allocation of salaries to Solids Management Capital Loan Amount.

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Salaries and Benefits after Distribution to Interceptors & Meter Stations

Description	Commission	Business Services	Laboratory Services	Treatment	Maintenance	Engineering	Information Technology	Field Services	Environmental Programs	Total
Gross Salaries	\$2,500	\$1,017,019	\$535,866	\$1,769,191	\$1,716,546	\$629,227	\$479,091	\$319,583	\$475,026	\$6,944,049
Long Term Disability	0	5,523	3,293	11,787	10,391	3,947	3,285	1,732	2,799	42,757
Dental Insurance	0	9,077	5,391	20,142	21,629	6,405	6,082	1,895	2,996	73,617
Health Insurance	0	169,020	93,125	328,233	372,063	100,104	86,146	67,945	38,167	1,254,803
Life Insurance	0	3,467	1,222	5,577	6,435	2,553	2,618	444	1,224	23,540
Wisconsin Retirement	0	64,444	34,931	128,797	113,180	42,186	35,143	5,045	29,616	453,342
FICA & Medicare	191	73,317	40,994	151,461	131,316	48,136	40,188	36,618	36,340	558,561
Worker's Compensation	5	3,359	13,557	50,015	43,758	10,346	972	13,592	4,597	140,200
Uniforms	0	0	888	12,480	13,548	0	0	2,950	0	29,866
Employee Assistance	0	3,158	0	0	0	0	0	0	0	3,158
Wellness Program	0	0	0	51,850	0	0	0	0	0	51,850
Totals	\$2,696	\$1,348,384	\$729,267	\$2,529,533	\$2,428,866	\$842,904	\$653,525	\$449,804	\$590,765	\$9,575,744

Note: Engineering, Treatment and Information Technology Salaries were decreased by \$267K for re-allocation of salaries to Solids Management Capital Loan Amount.

**NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
Employees Headcount Report**

Divisions and Department	ADOPTED 2016 BUDGET HEADCOUNT	ADOPTED 2017 BUDGET HEADCOUNT
Business Services including Non-Departmental *	12	13
Laboratory Services	7	8
Treatment including Health and Safety	26	26
Maintenance	24	24
Engineering	7	7
Information Technology	6	6
Field Services	9	9
Watershed Management	3	4
Regulatory Compliance	1	1
Total Headcount without Commissioners **	95	98
Commissioners	5	5

New Positions

Division	Department	2016 BUDGET	2017 BUDGET
Business Services	Administrative Services		Administrative Services Assistant (Approved April 2016)
Environmental Programs	Laboratory		Lab Analyst II
Division	Watershed Management		Watershed Specialist
Operations	Treatment	Asset Reliability Coordinator	

Notes:

* Non-Departmental Division includes Executive Director & Human Resources

** Total Full-Time and Part-Time positions

Divisions and Departments classification for referencing

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

NEW Water
Green Bay Metropolitan Sewerage District
2017 Budget - Adopted - December 7, 2016
OUT-OF-AREA TRAVEL - Outside EPA Region 5 (Wisconsin, Minnesota, Illinois, Ohio, Indiana, Michigan)

Title	Division	Event
Director of Business Services	Business Services	NACWA Legal Seminar, TBD
Accounting Manager	Business Services	IMA Conference, Denver, CO
Information Technology Manager	Business Services	Microsoft Convergence, New Orleans, LA
System Technician - GIS	Business Services	ESRI GIS User Conference, Palm Springs, CA
Project Manager	Technical Services	WEF Residuals & Biosolids Conf. Seattle, WA
Treatment Manager	Operations	WEF Residuals & Biosolids Conference, Seattle, WA
TBD	Operations	WEF Residuals & Biosolids Conference, Seattle, WA
TBD	Operations	Vibration Analysis Training, Miami, FL
Executive Director	Non-Departmental	NACWA Summer, St. Louis, MO
Executive Director	Non-Departmental	NACWA Winter, Tampa, FL
Executive Director	Non-Departmental	US Water Alliance, TBD
Commissioner	Non-Departmental	NACWA Summer, St. Louis, MO
Commissioner	Non-Departmental	NACWA Winter, Tampa, FL
Environmental Compliance Specialist	Environmental Programs	WEF Residuals & Biosolids Conference, Seattle, WA

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN**

2017 Budget - Adopted December 7, 2016	2017	2018	2019	2020	2021
MAJOR CAPITAL: WASTEWATER TREATMENT FACILITIES					
GBF: Blower System Efficiency Upgrade	-	-	400,000	2,413,000	4,016,000
GBF: R2E2 Solids Management Project	50,282,000	19,964,000	3,135,000	-	-
GBF: Metro & Mill Pumping and Plant Drain Systems Upgrades	-	240,000	3,480,000	1,620,000	2,700,000
GBF: Primary Clarifier Odor Control	-	250,000	2,750,000	-	-
GBF: Gravity Belt Thickener Replacement	-	-	-	400,000	5,400,000
DPF: Service Water System Rehabilitation/Replacement	-	160,000	2,160,000	-	-
DPF: Primary Substation & Emergency Generator	240,000	2,700,000	540,000	-	-
GBF & DPF: Clarifier Rehabilitation	-	400,000	2,160,000	2,160,000	2,160,000
GBF & DPF: Headworks Upgrades	-	-	-	400,000	3,250,000
Interplant Wastewater Force Main - Phase 2	-	360,000	3,960,000	-	-
GBF Phosphorus Upgrade	-	-	750,000	7,628,000	7,628,000
DPF Phosphorus Upgrade	-	-	500,000	2,768,000	2,768,000
TOTAL WASTEWATER TREATMENT FACILITIES	50,522,000	24,074,000	19,835,000	17,389,000	27,922,000
MAJOR CAPITAL: INTERCEPTORS					
Dutchman Creek Interceptor Upgrade & Rehabilitation ** See Notes **	2,240,000	-	-	-	-
Scott Bayshore Interceptor Rehabilitation ** See Notes **	770,000	-	-	-	-
Tunnel Interceptor Rehabilitations (QSI, ERI, EFRI, WFR)	-	-	280,000	4,060,000	4,060,000
Ninth Street Interceptor Extension - American Drive	-	-	1,250,000	-	-
East Tower Drive Interceptor Rehabilitation - Phase 1	-	-	179,000	2,562,000	-
Bayview Interceptor Upsizing	-	-	130,000	1,430,000	-
Bayview Interceptor Replacement ** See Notes **	3,790,000	-	-	-	-
Charles Street Interceptor Upsizing	168,000	1,512,000	-	-	-
East Bayshore Lift Stations - Replacement	-	-	-	-	35,000
TOTAL INTERCEPTORS, METER STATIONS & LIFT STATIONS	6,968,000	1,512,000	1,839,000	8,052,000	4,095,000
DEPARTMENT ANNUAL CAPITAL INVESTMENTS					
MAINTENANCE SECTION					
GBF: Replace MCC - Center Mechanical MCC-B2, -B2A, -B2B	616,000	-	-	-	-
GBF: Replace MCC - Administration Building ADP-1,-2; MCC-A1, -A2	308,000	-	-	-	-
DPF: Replace outdated MCCs	-	-	-	125,000	-
DPF: Replace diffuser socks in aeration system (10-year rotation)	-	-	-	-	57,000
GBF: Replace Air Handling Units	-	263,000	214,000	217,000	312,000
DPF: Replace roof - Sludge Control Tank Building	-	-	-	-	79,000
DPF: Replace roof - Service Building	-	107,000	-	-	-
DPF: Replace roof - Blower Building No. 2	-	150,000	-	-	-
Vehicle ID# 105 Replacement	-	35,000	-	-	-
Vehicle ID# 107 Replacement	-	-	-	-	70,000
Vehicle ID# 109 Replacement	-	-	-	-	45,000
Vehicle ID# 111 Replacement	-	-	-	40,000	-
Vehicle ID# 112 Replacement	-	-	-	-	45,000
DPF: Actuated Slide Gates & Basin Drains	-	-	-	-	200,000
GBF: Air Compressor Replacement	-	-	-	-	400,000
DPF: Air Handling Unit Replacement	-	-	250,000	-	-
GBF: Power Roof Vent Replacement	-	-	375,000	-	-
DPF: Power Roof Vent Replacement	-	-	-	125,000	-
GBF: Tunnel Unit Heater Replacement Phase 1	-	50,000	-	-	-
GBF: Tunnel Unit Heater Replacement Phase 2	-	-	50,000	-	-
GBF: Tunnel Unit Heater Replacement Phase 3	-	-	-	50,000	-
DPF: Tunnel Unit Heater Replacement	-	-	-	-	50,000

**GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2017 BUDGET: 5-YEAR CAPITAL INVESTMENT PLAN**

2017 Budget - Adopted December 7, 2016	2017	2018	2019	2020	2021
GBF: Transformer Replacement Project	-	-	125,000	-	-
GBF: SW Pump Replacement	-	-	-	-	400,000
DPF: Process Air Blowers - HST Upgrades ** See Notes **	100,000	-	-	-	-
GBF: Aeration Basin Access Ladders	110,000	-	-	-	-
GBF: Tunnel Lighting Upgrades	248,000	-	-	-	-
GBF: Basin Complex Walkway Concrete Rehabilitation	-	-	224,000	200,000	-
Maintenance Section subtotal	1,382,000	605,000	1,238,000	757,000	1,658,000
INFORMATION TECHNOLOGY SECTION					
GBF: Fiber Optic Network Enhancement/Upgrade	-	-	-	-	80,000
GBF: Building Network Cabling Enhance/Upgrade	-	-	-	-	45,000
GBF: Replace PLC Input/Output Hardware	-	-	125,000	125,000	125,000
GBF: HR/Payroll Software System	-	50,000	-	-	-
GBF: & DPF: Time and Attendance System	-	40,000	-	-	-
GBF: Financial Software Replacement/Upgrade	-	250,000	-	-	-
GBF & DPF: Telephone System	-	-	-	125,000	-
GBF: Campus Paging System	125,000	-	-	-	-
GBF: eDocs, Imaging/ Management/Collaboration	-	-	-	-	90,000
Information Technology Section subtotal	125,000	340,000	125,000	250,000	340,000
ENGINEERING SECTION					
Meter Station #1 Flow Tube and Flow Meter Replacement	-	-	90,000	-	-
DPF: Demolish Solids Building & MS11A	-	1,000,000	-	-	-
MS 6, 8, & 9 Rehabilitation	300,000	-	-	-	-
ERLS: HVAC Improvements	-	-	300,000	-	-
Annual Manhole Rehabilitation	50,000	50,000	50,000	50,000	50,000
Engineering Services Section subtotal	350,000	1,050,000	440,000	50,000	50,000
WATERSHED MANAGEMENT SECTION					
Environmental lands easement or title purchase - Pilot Demonstration Project	54,000	-	-	-	-
Watershed Management Section subtotal	54,000	-	-	-	-
FIELD SERVICES SECTION					
MS-05 Flow Tube Replacement	-	-	100,000	-	-
Lift Station alarm notification system	-	250,000	-	-	-
ERLS - Grinder system	-	-	-	250,000	-
ERLS - Ozone unit replacement	-	-	60,000	-	-
Field Services Section subtotal	-	250,000	160,000	250,000	-
LABORATORY SERVICES SECTION					
Laboratory Information System	-	-	-	-	350,000
Lachat Auto Analyzer 3 (Low level P)	42,000	-	-	-	-
Metals Lab: PE ICP	108,000	-	-	-	-
Laboratory Services Section subtotal	150,000	-	-	-	350,000
TOTAL ANNUAL CAPITAL INVESTMENTS	2,061,000	2,245,000	1,963,000	1,307,000	2,398,000
TOTAL CAPITAL INVESTMENTS	59,551,000	27,831,000	23,637,000	26,748,000	34,415,000

Notes:

Major Capital - Interceptors: Dutchman Creek and Scott-Bayshore Interceptor Projects anticipated to be combined into one loan.

Major Capital - Interceptors: Bayview Interceptor Replacement project anticipated to be funded from Interceptor Cost Recovery Reserve and no debt service collected.

Annual Capital - Maintenance: the DPF: Process Air Blowers - HST Upgrades will be funded through previous debt service that was collected in 2016 budget.

This 5-year report projects costs going forward. It does not capture actual expenditures from previous years and the totals do not accurately reflect the total capital costs of projects that are in progress.

Green Bay Metropolitan Sewerage District

2017 Budget – Adopted

Summary of Revenues and Expenses Legends

Revenues:

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

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

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

Green Bay Metropolitan Sewerage District 2017 Budget – Adopted

Summary of Revenues and Expenses Legends

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

General Fund Transfers: Designated expenses allocated to be paid by this fund

Expenses:

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

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

Salaries & Benefits: Salaries, Opt-Out Incentive Payout, Health, Dental, & Life Insurances, Retirement, Social Security, Fringe Benefits, Workers Compensation, Uniforms, Employee Referral Services, Long Term Disability, Wellness, Employee Assistance, and Uniforms

Power: All Power related for the facilities

Contracted Services: Contractors, Legal, Audits, Studies, Occupational Health, Custodial and Lawn Services, Environmental Programs, Sponsorship, Temporary Assistance, Recruitment, Consultants, Hazardous Waste Disposal, Class and Compensation, Household Hazardous Waste Disposal, Continuous Improvement/Lean, In District Sustainability, Risk Based Asset Management, Watershed Based Planning, Reg/Muni Environment Service, and Contingency

Maintenance & Repairs: Repair and Maintenance Building and Equipments, Small Tools, Fuel for GBMSD Vehicles and Boats, Freight, Water, Fire Protection, Equipment Leases and Rentals

Chemicals: Sodium Hypochlorite and Bisulfite, Polymer, Ferric Chloride, Lime, and Laboratory Chemicals for the facilities

Natural Gas & Fuel Oil: Diesel, Fuel, Natural Gas for Generators, Incineration, and Heating for the facilities

Green Bay Metropolitan Sewerage District 2017 Budget – Adopted

Summary of Revenues and Expenses Legends

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

Green Bay Metropolitan Sewerage District
2017 Budget – Adopted
Summary of Revenues and Expenses Legends

Debt Service and Annual Capital

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

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: December 12, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Master Agreement for Wisconsin Technology Networking LLC*

At the August 2, 2016 Council meeting the Council approved establishing fees for issuance of a revocable occupancy permit for the installation of telecommunications antenna on the top of a City street light at the corner of Main Avenue & 4th Street. Since the request was to occupy a space on city property, the revocable occupancy permit was the appropriate mechanism to respond to their request..

After the Council meeting, Mobilitie (Wisconsin Technology Networking, LLC), submitted a revocable occupancy permit along with plans for installation of the antenna on top of the street light at Main Avenue & 4th Street. During the review of plans, it was determined that Mobilitie was proposing to replace the city light pole with one that would structurally hold the proposed antenna. Staff felt that the ROP process was no longer appropriate and that a comprehensive agreement was needed to cover the replacing the City's existing street light. Mobilitie provided a Master License Agreement template for review which they have used in other communities. After review by the City Attorney, staff and Mobilitie representatives negotiated changes to the proposed license Agreement. The revised Agreement is attached for your review. During the negotiation process, Mobilitie representatives brought to the City's attention that Mobilitie is considering installation of additional poles in the street right of way in the City, including some which Mobilitie may request to be up to 120 feet. At this time, no application from Mobilitie for the installation of additional poles has been made. The proposed master agreement will cover the installation of future poles and facilities.

Wisconsin Technology Networking LLC is regulated by the Public Service Commission (PSC) as a Competitive Local Exchange Carrier (CLEC) utility. Private utility companies that are regulated by the PSC have the right to place their facilities in the City's street right-of-way (ROW). Wisconsin Administrative Code PSC Ch. 130 has authority over municipal regulation of rights of way. The City has the authority to regulate our street ROW but cannot deny a utility company's request to use the street ROW unless there is an adequate health, safety or public welfare justification. The proposed master agreement with Wisconsin Technology Networking LLC addresses terms and conditions under which the company will be permitted to use the City's ROW for their poles and other facilities. Under the proposed Master License, Mobilitie will pay the City a yearly license fee of \$2,000.00 for any city pole used by Mobilitie to hold its communications equipment. If Mobilitie identifies a City pole for its use which is not structurally capable of housing the equipment, the Agreement calls for Mobilitie to replace the pole which, upon installation, becomes city property.

Staff recommends approving the proposed Master Agreement for Wisconsin Technology Networking LLC

ATTACHMENTS:

- Master License Agreement wExhibit 12-08-16 (PDF)

**MASTER LICENSE AGREEMENT BETWEEN
THE CITY OF DE PERE AND
WISCONSIN TECHNOLOGY NETWORKING, LLC,
FOR THE USE OF CITY RIGHTS-OF-WAY**

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**MASTER LICENSE AGREEMENT BETWEEN
THE CITY OF DE PERE AND
WISCONSIN TECHNOLOGY NETWORKING, LLC,
FOR THE USE OF CITY RIGHTS-OF-WAY**

This MASTER LICENSE AGREEMENT FOR THE USE OF CITY RIGHTS OF WAY ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the City of De Pere ("City" or "Licensor"), and Wisconsin Technology Networking, LLC, a Delaware limited liability company ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, Licensee has requested use of certain locations within the City Rights-of-Way of the City to install, maintain and operate communications facilities as specified in this Agreement; and

WHEREAS, the City has the power to regulate the City Rights-of-Way within its territorial boundaries and is willing to permit such use subject to the terms and conditions of this Agreement;

NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:

SECTION 1. DEFINITIONS

For purposes of this Agreement the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

- (a) "Annual License Fee" means the annual rate described in Section 5 of this Agreement.
- (b) "Backhaul Equipment" means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including, without limitation, fiber, conduit and related equipment and improvements) ("Landline Backhaul Equipment") and/or wireless communications infrastructure (including, without limitation, wireless microwave and related cables, wires, equipment and improvements) ("Wireless Backhaul Equipment") that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.
- (c) "Backhaul Service" means communications transport service, whether provided by Landline Backhaul Equipment or Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.
- (d) "City Pole" means any streetlight pole owned by the City used for street lighting purposes.
- (e) "City Representative" means the Director of Public Works or authorized designee.
- (f) "Communication Facility" means Wireless Communication Equipment and/or Backhaul Equipment.
- (g) "Communication Service" means Wireless Communication Service and/or Backhaul Service.

- (h) “Communication Site” means a location in the City Rights-of-Way selected for the Communication Facility.
- (i) “Communication Site Application” means a document, substantially in the form attached as Exhibit A, which shall identify the location of the proposed Communication Site, describe the characteristics of the proposed Communication Facility installation, and be accompanied by relevant documents to support approval of the proposed installation.
- (j) “Communication Sites Inventory” means an accurate and current inventory of all Communication Sites approved by Licensor pursuant to this Agreement.
- (k) “Effective Date” means the latest date on which this Agreement is signed by both Parties.
- (l) “Point of Demarcation” means the point of where the Wireless Communication Equipment terminate and interconnect with Backhaul Equipment.
- (m) “Rights-of-Way” or “City Rights-of-Way” means the surface of, and the space above and below, not to exceed the current usual and customary height and/or depth of existing utilities, any City street, road, highway, public way, sidewalk, alley, held by the City or over which the City exercises any rights of management control.
- (n) “Rights-of-Way Regulations” means all portions of City ordinances and state laws that concern the regulation or management of City Rights-of-Way, which are applicable to all Wisconsin Public Service Commission regulated utilities, including Competitive Local Exchange Carrier (“CLEC users”) within the City Rights-of-Way.
- (o) “Rights-of-Way Manager” means the Director of Public Works or authorized designee.
- (p) “Supplemental License” means a document, substantially in the form attached as Exhibit B. Each Communication Site installation will be subject to a Supplemental License.
- (q) “Transmission Media” means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices which are part of the Wireless Communication Equipment.
- (r) “Unauthorized Communication Site” means use of City Rights-of-Way for the installation of Communication Facility on City Poles or poles owned by another party, or for the installation of Licensee poles or any other facilities, for which Licensee did not receive approval under this Agreement.
- (s) “Unauthorized Installation Charge” means the license fee payable by Licensee to Licensor under this Agreement for an Unauthorized Communication Site.
- (t) “Wireless Communication Service” means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission (“FCC”) or any successor agency.

- (u) “Wireless Communication Equipment” means the Transmission Media attached, mounted, or installed on a pole located in City Rights-of-Way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of-Demarcation for the purpose of providing Wireless Communication Service.

SECTION 2. GRANTING CLAUSE

- (a) **License to Use Rights-of-Way** – Licensor hereby grants Licensee, a non-exclusive license to use and occupy Rights-of-Way throughout the territorial boundaries of the City, as these boundaries may be adjusted from time-to-time due to annexations, for the permitted uses contemplated under Section 3, subject to the conditions outlined in this Agreement.
- (b) **License to Use City Poles** – Licensor also grants Licensee the qualified right to use City Poles for the purpose of attaching the Communication Facility. Access to such individual City Poles will be determined on a case-by-case basis pursuant to the provisions of this Agreement. City retains the right and Licensee agrees to allow City to use City Poles for City purposes, including the placement of banners, flower planters, seasonal decorations, and other ornamentations and all necessary hardware, electrical connections and similar attachments.
- (c) **Non-Exclusive License** – The Licensee’s right to use and occupy the City Rights-of-Way and attach to such City Poles shall not be exclusive as the City reserves the right to grant a similar use of same to itself or any person or entity at any time during the Term.

SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY

- (a) **Provision of Personal Communication Service** – City Rights-of-Way may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of the Communication Facility by Licensee from time to time for Wireless Communication Service and/or Backhaul Service or to comply with applicable law, and not for any other purpose whatsoever. This Agreement shall include new types of Wireless Communication Equipment or Backhaul Equipment that may evolve or be adopted using wireless technologies. Licensee shall, at its expense, comply with all applicable federal and state laws, ordinances, rules and regulations, and Rights-of-Way Regulations in connection with the use of City Rights-of-Way. All modification, replacement and upgrades that exceed the width or height of the existing Communication Facility shall require a new Supplemental License Application and approval by City.
- (b) **Installations** – Wireless Communication Equipment and Wireless Backhaul Equipment may be installed only on City Poles under the terms of this Agreement, on poles under the terms of a separate agreement with the owner of such poles, or on Licensee’s poles and surrounding space until the Point-of-Demarcation, and Landline Backhaul Equipment may be installed only at the locations and as provided in a Supplemental License executed by the City. If the Communication Facility is to be installed on a Licensee pole, such pole shall be deemed part of the Communication Facility for purposes of this Agreement.

SECTION 4. TERM AND AMENDMENTS

- (a) **Term of Agreement** – The term of this Agreement shall be for ten (10) years commencing on the Effective Date and ending at midnight on the last day of the term (the “Term”), which shall automatically renew for up to three (3) five-year periods unless: (a) Licensee provides written notice to Licensor if its intent not to renew not less than three months in advance of the end of each term; or (b) Licensor provides written notice to Licensee of its intent not to renew not less than three months in advance of the end of the first five-year renewal term or the end of each renewal term thereafter. Both Licensor and Licensee also have the right to terminate this Agreement upon six months’ notice to the other party if, due to a change of Federal, State, or local law either party can no longer technically, or practicably, comply with both the duties and obligations of this Agreement and the requirements of law. Notwithstanding the foregoing, in no event shall the Term expire until: (i) terminated pursuant to Section 18, or (ii) the expiration or earlier termination of all Supplemental Licenses entered into hereunder.
- (b) **Supplemental Licenses** – Each Communication Site will be subject to a Supplemental License pursuant to the terms and conditions of this Agreement. The term of each Supplemental License shall be for (5) years commencing on the date the corresponding Communication Site Application is approved as provided hereunder (“Commencement Date”), provided however that, so long as the Term is still in effect, unless Licensee provides written notice to the City prior to the expiration of the then current term that Licensee will not renew the term, the term will automatically renew for consecutive one (1) year periods, upon the same terms and conditions set forth in this Agreement.
- (c) **Termination of Supplemental Licenses** – A Supplemental License may be terminated prior to the expiration of the Term: (i) by Licensor upon notice to Licensee, if Licensee fails to pay any amount when due hereunder concerning the applicable Communication Facility and such failure continues for fifteen (15) days after Licensee's receipt of written notice of nonpayment from Licensor; or (ii) by either Party upon notice to the other Party, if such other Party materially breaches any provision of this Agreement concerning the applicable Communication Facility and the breach not cured within thirty (30) days after receipt of written notice of the breach from the non-breaching Party; (iii) by Licensee, at any time, with or without cause, upon notice to Licensor; (iv) by Licensor if Licensee fails to maintain insurance required under Paragraph 14; or (v) by Licensor if it determines that Licensee’s Communication Facility mounted on a City Pole interferes with the ongoing municipal operations of the Licensor, in which case Licensor shall provide notice of License termination not less than four (4) months prior to the effective date of the termination, or three (3) months’ notice if the interference is within a proposed construction project, provided that Licensee is allowed to relocate its Communication Facility to another location providing comparable service for Licensee’s purpose.
- (d) **Effect of Termination** – All Annual License Fees paid prior to the expiration or earlier termination of the Supplemental License shall be retained by Licensor. Within ninety (90) days after such expiration or earlier termination, Licensee shall remove all of its equipment, conduit, fixtures and all personal property and restore the Right-of-Way to its original condition, reasonable wear and tear and casualty damage excepted. Licensee shall continue to be liable to Licensor for the Annual License Fee prorated for every month that any part of such Communication Facility remains in the Rights-of-Way and the Supplemental Licensee shall be deemed to remain in effect until it is removed. After such removal, the Supplemental License shall

be of no further force or effect and Licensee shall have no further obligations for the payment of Annual License Fees to Licensors in connection therewith.

SECTION 5. LICENSE FEES

- (a) **Annual License Fee** – The Annual License Fee per Communication Site shall be as provided in the following table depending on the type of Communication Facility thereat:

Type of Communication Facility:	Annual License Fee:
Wireless Communication Equipment (or Wireless Backhaul Equipment) on City Pole owned by Licensors	\$2,000.00
Landline Backhaul Equipment	The City's standard underground utility rate

- (b) **Timing of License Fee Payments** – Licensee shall pay in advance to Licensors the Annual License Fee for the coming year for each Communication Site. The Annual License Fee for all Communication Sites installed during any given month will commence and be due on the first day of the following month (the "License Fee Commencement Date"), and shall be prorated between the Commencement Date and the last day of the calendar year in which the Commencement Date occurs. Thereafter, Licensee shall pay Licensors the Annual License Fees on January 1 of each year.
- (c) **Late Payment Interest** – Any Annual License Fees not paid within fifteen (15) days of notice of non-payment will be assessed a rate of 10% per annum from that date and shall constitute a material breach under Section 18 of this Agreement.
- (d) **Annual License Fees to Licensors** – Licensee shall pay Licensors the fees specified in this Section in the form of a money transfer or a check which references Licensee and the applicable Supplemental License Number made out to the order of the City of De Pere and sent to:

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

SECTION 6. APPROVAL OF COMMUNICATION SITES

- (a) **Communication Site Application** – Licensee shall file with the City Representative a Communication Site Application for every proposed Communication Site. Said application form may be modified from time-to-time by the City Representative as deemed necessary in order to more efficiently process applications from Licensee.
- (b) **Communication Site Approval Process** – Upon filing of a complete Communication Site Application, the City Representative shall process the Communication Site Application within sixty (60) days, unless the City Representative and Licensee agree in writing to extend such process, which agreement shall not be unreasonably withheld, delayed or conditioned.
- (1) **Rights-of-Way Determination** – The Licensors will determine whether the location (and any existing pole) identified by Licensee as a Communication Site is within City Rights-of-Way.

- (2) **Ownership of City Pole** – The Licensor will confirm the ownership of any City Pole identified for installation of the Communication Facility.
- (3) **Site Eligibility** – Licensor shall determine whether a requested City Pole or the location for the installation for a new pole is eligible as a Communication Site based on space availability or other considerations. In addition, Licensor must determine whether public safety considerations prevent eligibility of a pole as a Communication Site. Licensee and Licensor agree to favor co-location of Licensee Communication site placement over construction of a new pole. Concerning a request to install a new pole, Licensor shall determine whether Rights-of-Way Regulations and availability of Rights-of-Way prevent the pole installation at the requested location.
- (4) **Review Criteria** – For each Communication Site Application, the City Representative shall:
- a. Verify that the Communication Site Application is complete, including documentation by Licensee of membership in a utility locator service.
 - b. Review engineering design documents to determine:
 - i. compliance with contractual requirements under this Agreement; and
 - ii. for new pole installations, whether sufficient evidence, as determined by City in its reasonable discretion, is presented to demonstrate that Licensee is prohibited from using an existing pole (either owned by the City or a third party) because such use is technically or functionally infeasible, economically prohibitive, prohibited by law or otherwise unduly burdensome;
 - iii. for new pole installations due to its height and size, poses no greater danger to the health, safety and welfare of the public than existing poles in the nearby Right of Way;
 - iv. no interference with City public safety radio system, traffic signal light system, or other communications components; and
 - v. structural integrity of a new or existing pole.
 - c. Determine compliance with any other applicable requirements, including City of De Pere Municipal Code or other county, state, or federal rules, laws and regulations.

All Communication Site Applications requesting access to an existing pole must include a load bearing study stamped by an engineer licensed in the State of Wisconsin (“Wisconsin Engineer”) to determine whether the attachment of the Communication Facility may proceed without pole modification or whether the installation will require pole reinforcement or replacement. If pole reinforcement or replacement is necessary, Licensee shall provide engineering design and specification drawings by a Wisconsin Engineer demonstrating the proposed alteration to the pole.

As appropriate, the City Representative shall require Licensee to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in an incomplete Communication Site Application which may not be processed under this Agreement.

- (5) **Approval of Application** – Upon finding that the Communication Site Application is complete and in compliance with all applicable requirements set forth above, the City Representative shall approve such Communication Site application. The approval of the Communication Site Application requesting to attach to an existing pole, or to install a new pole, shall authorize Licensee to proceed to obtain all generally applicable, ministerial permits that are required of CLEC users, as necessary (collectively, “ROW Permit”). Licensee shall comply with the requirements of the Rights-of-Way Regulations. Licensee shall pay all appropriate Wisconsin standard promulgated one-time ROW Permit fees (“ROW Permit Fees”), when required. Licensor may impose on the ROW Permit conditions that are necessary to protect structures in the City Rights-of-Way, to ensure the proper restoration of the City Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the City Rights-of-Way. Upon obtaining a ROW Permit, Licensee may proceed to install the Communication Facility in coordination with Licensor. Approval of a Communication Site Application related to the use of a pole owned by a third party, shall authorize Licensee to proceed with attachment process applicable to the pole owner and in accordance with the pole owner's regulations proceed to install the Communication Facility in coordination with Licensor.
- (6) **Execution of Supplemental License** – Upon approval of the Communication Site Application, the Parties shall execute any approved Supplemental License, which shall be effective as of the date of application approval.

SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY

- (a) **Compliance with Law Required** – The work done by Licensee in connection with the installation, construction, maintenance, repair, and operation of Communication Facility on poles within the City Rights-of-Way shall be subject to and governed by all pertinent local and state laws, rules, regulations, including the City's Rights-of-Way Regulations, that are applicable to ensuring the public safety and ensuring the work done does not unduly inconvenience the public's use of the streets and sidewalks.
- (b) **Duty to Minimize Interference** – All pole excavations, construction activities, and aerial installations on poles in the Rights-of-Way shall be carried on as to minimize interference with the public use of City's Rights-of-Way and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety, convenience and welfare. In locations where existing utilities are all underground, City may require Licensee to locate its wiring underground to the same extent as existing facilities.

SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES

- (a) **Eligibility of City Pole** – Prior to submitting a Communication Site Application related to the use of a City Pole, Licensee shall verify with the City the eligibility of the specified City Pole for attachment of the Communication Facility. In addition, Licensee shall conduct an engineering load bearing study stamped by a Wisconsin Engineer to determine whether the City Pole can withstand the added weight of the Communication Facility. If the proposed installation will require pole reinforcement or replacement, the engineering design documents included with the Communication Site Application shall include specifications relating to the proposed pole reinforcement or replacement stamped by a Wisconsin Engineer. Construction activities involving pole reinforcement or replacement shall be coordinated with applicable City personnel and the Rights-of-Way Manager and upon installation such reinforcement or replacement shall become City property.
- (b) **Compliance with Rights-of-Way Regulations** – In the installation, construction, maintenance, upgrade, and operation of Communication Facility, Licensee shall comply with the provisions of the Rights-of-Way Regulations, including but not limited to provisions pertaining to the following activities and permit requirements therefore:
 - (1) construction activities related to the installation, maintenance, repair, upgrade, and removal of Communication Facility on existing poles in the Rights-of-Way;
 - (2) installation of new poles in the Rights-of-Way;
 - (3) cut or otherwise disturb the surfaces of the Rights-of-Way;
 - (4) disruption of vehicular and pedestrian traffic on Rights-of-Way to a minimum as reasonably necessary to execute the required work;
 - (5) applicable excavation and restoration standards of City excavation permits, whether a permit is required or not;
 - (6) electric installation; and
 - (7) pavement repairs.
- (c) **Submission of Engineering Plans** – Prior to installation, Licensee shall submit engineering plans to the Rights-of-Way Manager for review and approval in accordance with the Rights-of-Way Regulations.
- (d) **Identification of Utility Lines** – Prior to beginning any excavation or boring project on City Rights-of-Way, Licensee shall engage a utility locator service. Licensee has the responsibility to protect and support the various utility facilities of other providers while conducting construction, installation, and maintenance operations.

- (e) **Electrical Service** – LICENSEE shall ensure the facility is served by separate electric service. LICENSEE shall arrange for the provision of a metered power source and additional electrical service, at no cost to LICENSOR, to each pole subject to the Supplemental Licenses. LICENSEE shall be solely responsible to pay the electrical utility service provider directly for electrical usage attributable to its equipment.
- (f) **Maintenance and Repair of Communication Facility** – Licensee shall keep and maintain all Communication Facility installed on City Rights-of-Way in commercially reasonable condition and repair throughout the Term, normal wear and tear excepted. Licensee shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Communication Facility at any time during the Term. The terms and conditions of Licensee's Operational Plans, as may be amended or re-named from time to time, are attached hereto as Exhibit C and hereby incorporated as a part of this Agreement.
- (g) **Upgrade of Communication Facility** – Licensee shall have the right to upgrade the Communication Facility with next-generation equipment and innovative new technologies. Prior to making any such equipment or technology upgrade that changes the size or weight of the Communication Facility, Licensee shall file a Communication Facility Application with the City Representative, who shall review the application for compliance with the permitted use under this Agreement. Licensee shall include in such Application an engineering report stamped by a Wisconsin Engineer verifying that the new installation is structurally sound, the pole upon which it is placed will support the new installation, and that such installation will not cause any interference with City's public safety communications system, traffic light signal system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate. Licensee will address any structural and interference issues prior to such application being deemed complete.
- (h) **Coordination of Maintenance and Pole Removal/Replacement** – Except in cases of emergency, prior to City engaging in any planned or routine maintenance of a City Pole, City shall notify Licensee of such activity at least sixty (60) days in advance of such activity in order to coordinate any necessary removal or relocating Licensee's equipment on such pole. In cases of emergency, prompt notice of the emergency shall be provided to Licensee commensurate with the nature of the emergency. Licensee shall be responsible for all removal activities and costs thereof. City shall work with Licensee to find temporary facilities for Licensee's equipment.
- (i) **Removal of Non-Compliant Installations** – The City shall have the authority at any time to order and require Licensee to remove and abate any Communication Facility or other structure that is in violation of the City's Rights-of-Way Regulations. In case Licensee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the City shall have the authority to remove the same at the expense of Licensee, all without compensation or liability for damages to Licensee.
- (j) **Reservation of Rights** – The City reserves the right to install, and permit others to install utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Licensee for any damage caused by those persons or entities.
- (k) **No Limitation in City's Operation** – The Parties agree that this Agreement does not in any way limit Licensor's right to locate, operate, maintain, and remove City Poles in the manner that best

enables protection of public safety. The City Representative may deny access to City light poles due to operational conditions at the requested site, limited space availability, public safety concerns, future traffic signal system planning, or other operational considerations. Further, nothing in this Agreement shall be construed as granting Licensee any attachment right to install Communication Facility to any specific traffic light pole, other than an approved Communication Site Application and execution of the corresponding Supplemental License under the terms of this Agreement.

SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES

- (a) **Supervision by Rights-of-Way Manager** – Other than Licensee’s replacement of a City Pole as provided by 8(a), in the event Licensee is unable to utilize an existing pole or structure due to the criteria set forth in Section 6.b (4) ii, iii, or v, Licensee may install poles on City Rights-of-Way in order to install Communication Facility as approved at a selected Communication Site. In such circumstance, such poles shall be owned and maintained by Licensee. Such poles shall be of adequate strength and straight, and shall be set so that they will not interfere with the flow of water in any drainage system, so that they will not unduly interfere with ordinary travel on the streets or sidewalk or maintenance of the Rights-of-Way, have an adequate fall zone, will not endanger the public safety or otherwise interfere with public use of the Rights-of-Way. The poles/install shall not exceed the usual and customary height of existing poles in the vicinity of the subject Rights-of-Way unless otherwise authorized by the City. The location of all Licensee’s personal property, poles, and electrical connections placed and constructed by the Licensee in the installation, construction, and maintenance of Communication Facility shall be subject to the lawful, reasonable and proper control, direction and/or approval of the Rights-of-Way Manager.
- (b) **Pre-Approval by Rights-of-Way Manager** – Prior to submitting a Communication Site Application covering the installation of a new pole, Licensee shall use a utility locator service to identify the existence of other utilities at the proposed pole location. Licensee shall include in the Communication Site Application documentation from the utility locating service and identify the location of all existing utilities in the Application.

SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED

- (a) **Interference with Rights of Others Prohibited** – Licensee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility in the Rights-of-Way, including sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility, or City personal property.
- (b) **Signal Interference with City’s Communication Infrastructure Prohibited** – In the event that Licensee’s Communication Facility interferes with the City’s traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Licensee will respond to the Licensor’s request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS

- (a) **Compliance with Local Regulations** – All Communication Facility installations shall be in compliance with all relevant legal requirements for connecting the Communication Facility to electricity and telecommunications service. City is not responsible for providing electricity or transport connectivity to Licensee.

SECTION 12. EMERGENCY CONTACTS

- (a) **Coordination of Emergency Events** – In case of an emergency or other unforeseen events, Licensor will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. Licensor will make reasonable efforts to coordinate its emergency response with the Licensee. To that end, the Licensor will use the following emergency contacts: The Licensee's network operations center may be reached 24/7 at (877) 244-7889.
- (b) **Licensee's Duty to Maintain Current Emergency Contacts** – Licensee will maintain the emergency contact information current at all times with the City Representative.
- (c) **Licensee's Response to Network Emergency** - In case of a network emergency, Licensee may access its Communication Facility without first obtaining a ROW Permit provided Licensee has conducted network trouble-shooting and diagnostic tests, has reasonably identified the point or points of network failure or malfunction and has made every reasonable effort to notify the City Representative. While acting under this provision to address a network emergency, Licensee shall conduct its activities within the Rights-of-Way in such a manner as to protect public and private property. Licensee will make every reasonable effort to coordinate its emergency response with the Licensor. To that end, prior to entering the Rights-of-Way, Licensee will contact the City Representative and give notice to Licensor of the network emergency and an estimated time period to address the situation.
- (d) **Licensor's Duty to Maintain Emergency Contacts** – Licensor will maintain the emergency contact information current at all times with Licensee.

SECTION 13. INDEMNITY

- (a) Licensee hereby agrees to indemnify, defend and hold harmless City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner caused in whole or in part or claimed to be caused in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Licensee or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the negligence

of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Licensee shall reimburse the City of De Pere, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Licensee employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Licensee's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of De Pere, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

This indemnity provision shall survive the termination or expiration of this Agreement.

- (b) **Licensor's Duty to Notify Licensee of Claims** – The City shall give prompt written notice to Licensee of any claim for which the City seeks indemnification. Licensee shall have the right to investigate, defend, and compromise these claims with prompt notice to the City attorney.
- (c) **Licensor's Consent to Settle Claims** – Licensee may not settle any claim subject to this Section without the consent of City, unless (i) the settlement will be fully funded by Licensee, and (ii) the proposed settlement does not contain an admission of liability or wrongdoing by any elected officials, employees, officers, directors, volunteers or representatives of City. The City's withholding its consent as allowed in the preceding sentence does not release or impair Licensee of any obligations under this Section. Licensee must give City at least thirty (30) days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind City must first be approved by the City.
- (d) **General Limitation** – Neither party will be liable under this Agreement for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

SECTION 14. INSURANCE REQUIREMENTS

- (a) Prior to the commencement of any work under this Agreement, the Licensee shall furnish copies of all required certificate(s) of insurance to the City Representative. The City shall have no duty to pay or perform under this Agreement until such certificate has been received by the City.
- (b) City reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when reasonably determined necessary by the City based upon changes in statutory law, court decisions, circumstances surrounding this Agreement, or change in Citywide policy.
- (c) The Licensee's financial integrity is of interest to the City; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Wisconsin and with an A.M Best's rating of no less than A-VII, in the following types and for an amount not less than the amount listed below:

Type of Coverage	Amounts
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/complete operations d. Property damage	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence and General Aggregate limit of \$5,000,000
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

- (d) The Licensee shall, on an annual basis, provide the City Representative with a Certificate of Insurance evidencing the required coverages and which contains the following provisions:
 - Name the City, its officers, officials, employees, and elected representatives as additional insureds, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies. Licensee's insurance carrier shall provide City with a Certificate of Insurance indicating the above coverages, together with a copy of the Additional Insured Endorsement.
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City. A copy of such policy with the subrogation language shall be provided to City.

- City shall not be required to perform any act or obligation under this Agreement until it receives and approves the form and substance of the Certificate of Insurance, Additional Insured Endorsement and the Workers' Compensation Waiver of Subrogation.
 - Upon receipt of notice from its insurer, Licensee will provide Licensors with thirty (30) days prior written notice of cancellation.
- (e) Within thirty (30) calendar days of a suspension, cancellation or non-renewal of coverage, the Licensee shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Licensee's performance should there be a lapse in coverage at any time during this Agreement.
- (f) In addition to any other remedies the City may have upon the Licensee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Licensee to stop work hereunder, and/or withhold any payment(s) which become due to the Licensee hereunder until the Licensee demonstrates compliance with the requirements hereof.
- (g) Nothing herein contained shall be construed as limiting in any way the extent to which the Licensee may be held responsible for payments of damages to persons or property resulting from the Licensee's or its subcontractors' performance of the work covered under this Licensee Agreement.
- (h) It is agreed that the Licensee's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.
- (i) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

SECTION 15. ADMINISTRATION OF LICENSE

- (a) **Administration of License by City Officials** – The City Representative is the principal City person responsible for the administration of this Agreement. The Rights-of-Way Manager shall review the operations of Licensee in the Rights-of-Way under this Agreement and the Rights-of-Way Regulations.
- (b) **Licensee's Duty to Communicate with City Officials** – Licensee shall communicate with the Rights-of-Way Manager all matters in connection with or affecting the installation, construction, reconstruction, maintenance and repair of Licensee's Communication Facility in the Rights-of-Way and provide periodic deployment plans to the Rights-of-Way Manager and the City Representative.
- (c) **Notice** – Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid.

Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to Licensors:

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

With a copy to:

City of De Pere
Attn: Director of Public Works
925 South 6th Street
De Pere, WI 54115

If to Licensee:

Wisconsin Technology Networking, LLC
2220 University Drive
Newport Beach, CA 92660
Attention: Asset Management

With a copy to:

Wisconsin Technology Networking, LLC
2220 University Drive
Newport Beach, CA 92660
Attention: Legal Department

SECTION 16. ASSIGNMENT OF LICENSE

- (a) **Limited Right of Assignment** – This Agreement and each Supplemental License under it may be sold or assigned by Licensee without any approval or consent of the Licensors to Licensee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Right-of-Way is located by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. As to other parties, this Agreement and each Supplemental License may not be sold or assigned without the written consent of the Licensors, which shall not be unreasonably withheld. Licensee shall provide the City Representative notice of any such merger, acquisition or other business reorganization with a principal, Affiliate or subsidiary of Licensee promptly upon approval of such sale or assignment. No change of stock ownership, partnership interest or control of Licensee or transfer upon partnership or corporate dissolution of Licensee shall constitute an assignment hereunder.
- (b) **Licensee's Right to Grant Security Interest in License** – Additionally, Licensee may mortgage or grant a security interest in this Agreement and the Communication Facility, and may assign this Agreement and Communication Facility to any mortgagees or holders of security interest, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees' interests in this Agreement are subject to all of the terms and provisions of this Agreement. In such event, City shall execute such consent to financing as may reasonably be required by Mortgagees.

SECTION 17. FUTURE CONTINGENCY

- (a) **Renegotiation for Incapacity of Contract** – Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement, in whole or in part, is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, the

Licensee and Licensor shall meet and negotiate an amended Agreement that is in compliance with the authority's decision or enactment and, unless explicitly prohibited.

SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION

- (a) **Events of Termination** – Except as provided below, this Agreement may be terminated before the expiration date of the Term on written notice by City to Licensee, if Licensee materially breaches any provision of this Agreement and such breach is not cured by Licensee within thirty (30) days after Licensee's receipt of written notice of such breach from the City. Licensee shall not be excused from complying with any of the terms and conditions of this Agreement by the previous failure of the City to insist upon or seek compliance with such terms and conditions. City may terminate this Agreement before the expiration date if Licensee fails to comply with all insurance requirements of Paragraph 14 and fails to cure the same within ten (10) calendar days of notice by City.
- (b) **No Waiver of Duties** – Termination of this Agreement does not relieve Licensee from the obligation (i) to pay Annual License Fees accrued and owing to Licensor under the Agreement at the time of termination; (ii) concerning any claim for damages against Licensee under this Agreement; and (iii) Licensee's indemnity obligations under Section 13 of this Agreement. Licensor's rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. Licensor may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by Licensor of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

SECTION 19. GOVERNING LAW, JURISDICTION AND VENUE

- (a) **Governing Law** – This Agreement is passed in accordance with the constitutions, statutes, ordinances, and regulations of the United States, the State of Wisconsin, and the City of De Pere in effect on the effective date of this Agreement, and as such local, state, and federal laws may be subsequently amended.
- (b) **Compliance with Local Ordinances** – Nothing in this Agreement shall be interpreted to limit the authority of the City to adopt, from time to time, ordinances, rules and regulations that are generally applicable to occupants of the Rights-of-Way that it determines necessary in the exercise of City's governmental powers. Licensee shall abide by any Rights-of-Way Regulations that do not conflict or are otherwise preempted by state or federal law.
- (c) **Enforcement of Local Regulations** – Licensor expressly reserves the right to regulate its Rights-of-Way consistent with state and local laws and regulations. It is understood and agreed that Licensee is responsible for obtaining all such permits necessary to install, maintain and operate its Communication Facility.
- (d) **Jurisdiction and Venue** – THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WISCONSIN, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN THE COUNTY IN WHICH THE CITY IS LOCATED.

THEREFORE, IN THE EVENT ANY COURT ACTION IS BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT, THE COURTS OF SUCH COUNTY SHALL HAVE JURISDICTION OVER THE DISPUTE AND VENUE SHALL BE IN SUCH COUNTY.

SECTION 20. NON-DISCRIMINATION

- (a) **Non-Discrimination** – Licensee agrees not to engage in employment practices that discriminate against any employee or applicant for employment based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, unless exempted by state or federal law. In the event non-compliance occurs with this Section occurs, Licensee, upon written notification by City, shall commence compliance procedures within thirty (30) days.

SECTION 21. MISCELLANEOUS PROVISIONS

- (a) **Waiver** – None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Licensee and Licensors. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be deemed a waiver of any subsequent breach.
- (b) **Severability** – If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- (c) **Captions** – The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.
- (d) **Extent of Agreement** – This Agreement, together with its attached exhibits and the authorizing ordinance, if any, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement.
- (e) **Authority** – The signer of this Agreement for the Licensee and the City hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the Licensee or the City respectively.
- (f) **Non-Waiver of Rights** – By entering this Agreement, neither Licensors nor Licensee has waived any rights either Party may have under applicable state and federal law pertaining to the provision of Communication Service or Licensee's access rights concerning the Rights-of-Way.
- (g) **Force Majeure** – In the event a Party's performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to a force majeure event beyond such Party's reasonable control, such inability to perform will be deemed to be excused and no

penalties or sanctions will be imposed as a result thereof. For purposes of this subsection, “force majeure” means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party’s reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party.

- (h) **Technical Amendments** – Other than proposed substantive contractual amendments requested under Section 4, the Parties may mutually agree to make technical amendments to the Agreement and its exhibits that would not alter the obligations and responsibilities of the Parties under the Agreement, in order to address advances and/or innovations in wireless technologies and equipment.
- (i) **No Partnership or Joint Venture** – The relationship between Licensor and Licensee is at all times solely that of licensor and licensee, not that of partners or joint venturers.
- (j) **Effect of Bankruptcy** – Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.
- (k) **Counterparts** – This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties.
- (l) **Further Assurances** – The Parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the Parties as contained in this Agreement.

EXECUTED and AGREED.

CITY OF DE PERE

**WISCONSIN TECHNOLOGY
NETWORKING, LLC**

(Signature)

Printed Name: Michael J. Walsh

Title: Mayor

Date: _____

(Signature)

(Signature)

Printed Name: _____

Title: _____

Date: _____

Printed Name: Shana D. Ledvina

Title: Clerk-Treasurer

Date: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

COMMUNICATION SITE APPLICATION

Applicant: _____ Date: _____

Licensee: _____ Application/License #: _____

Licensee Site ID #	Communication Site GIS Coordinates	Type of Communication Facility
		[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

If Wireless Communication Equipment or Wireless Backhaul Equipment:

Pole Type	Pole Alteration	Attachm ent Height	Attachm ent Weight	Attachm ent Dimensio ns	Location of Equipment Shelter
[City Pole] [Third-Party Pole] [Licensee Pole] [Not Applicable/Needed]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires City Representative Approval)] [Not Applicable/Needed]

APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where

applicable, the design documents should include specifications on design, pole modification, and ADA compliance.

- For City Poles, include documentation from the City verifying that the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of Communication Facility. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- For new pole installations, include documentation from the Rights-of-Way Manager verifying that the pole location in the Rights-of-Way is eligible for installation.
- If the proposed installation includes a new pole, provide design and specification drawings for the new pole.
- For new pole installations, submit evidence sufficient to demonstrate that the Applicant is prohibited from using an existing pole or tower (either owned by the City or a third party) because such use is technically or functionally infeasible, economically prohibitive, prohibited by law, or otherwise unduly burdensome.
- For new pole installations, due to its height and size, poses no greater danger to the health, safety, and welfare of the public than existing poles in the nearby Right-of-Way.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

THE CITY WILL PROCESS THIS APPLICATION WITHIN 60 DAYS OF RECEIPT OF A FULLY COMPLETED APPLICATION, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY REPRESENTATIVE TO EXTEND THE APPROVAL DATE, WHICH AGREEMENT SHALL NOT BE UNREASONABLY WITHHELD, DELAYED OR CONDITIONED.

APPLICANT REPRESENTATIVE: _____

PRINT NAME: _____

TITLE: _____

----- **FOR CITY USE ONLY** -----

RECEIPT DATE: _____ APPLICATION NO.: _____

APPROVED BY: _____

PRINT NAME: _____

TITLE: _____

APPROVAL DATE: _____

EXHIBIT B
Supplemental License Form

Supplemental License No. _____
For Communication Facility Installation

This Supplemental License is entered on this ____ day of _____, _____, between the City of De Pere, acting through its City Representative, or his/her designee, (“Licensor”) and Wisconsin Technology Networking, LLC, a Delaware limited liability company (“Licensee”).

1. Overview of Supplemental License – This Supplemental License applies to the Communication Sites described below.

**Authorizing
Agreement:**

License: Master License Agreement for Use of City Rights-of-Way

Licensor: City of De Pere

Licensee: Wisconsin Technology Networking, LLC

**Initial Aggregate
Annual License Fees:** _(to be determined)_

Commencement Date: _____

Term: Term of 5 years, with one (1) year renewals subject to the Master License Agreement.

Licensee Site ID#	Communication Site GIS Coordinates	Type of Communication Facility
		[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

If Wireless Communication Equipment or Wireless Backhaul Equipment:

Pole Type	Pole Alteration	Attachment Height	Attachment Weight	Attachment Dimensions	Location of Equipment Shelter

2. Source of Authority – This Supplemental License is authorized and executed pursuant to the terms and conditions of the “Master License Agreement between the City and Licensee for the Use of City Rights-of-Way,” as it may be amended by the Parties during its Term (“Master License Agreement”). All of the terms and conditions of the Master License Agreement, including any future amendments, are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master License Agreement. Capitalized terms used in this Supplemental License shall have the same definitions and meanings ascribed to them in the Master License Agreement, unless otherwise indicated herein.

3. Approval Process – This Supplemental License arises from and is part of the approval process associated with the Communication Site Application approved by the City Representative on _____. The Communication Site Application, including all attachments, is incorporated as Exhibit 1 and made a part hereto. If not attached, the Communication Site Application is hereby incorporated herein by reference and made a part hereof without the necessity of repeating or attaching it.

4. Scope of License – This Supplemental License is limited to the Communication Facility installation(s) referenced in the Communication Site Application associated with this Supplemental License.

5. Conflict in Interpretation – Nothing in this Supplemental License is intended to grant Licensee any rights or privileges beyond those addressed in the Master License Agreement. In the event of any conflict in contractual interpretation between this Supplemental License and the Master License Agreement, the terms and conditions of the Supplemental License shall govern, provided however that any future amendments or modifications to the Master License Agreement shall simultaneously apply and serve to amend or modify this Supplemental License without the need by either Party to provide notice of such to the other.

6. Site Specific Conditions – All site specific conditions shall be addressed in the Communication Site Application associated with this Supplemental License.

7. Site Modifications – Prior to making any post-installation future material modifications to a Communication Site, other than maintenance and repair of site specific Communication Facility as further provided in the Master License Agreement, Licensee shall file a Communication Site Application with the City Representative describing the proposed modifications. The City

Representative, or his/her designee, shall review the Communication Site Application pursuant to the terms and conditions in the Master License Agreement, and if approved such Communication Site Application shall be attached as Exhibit 2 and made a part hereto. Any additional site modifications shall be incorporated hereto in the same manner.

8. License Fee – The aggregate Annual License Fees applicable to this Supplemental License, as summarized in Section 1 above, shall be calculated based on the number of applicable Communication Facility as set forth in the Master License Agreement, payable by Licensee as provided therein.

9. Commencement Date – The Commencement Date for this Supplemental License shall be the same date that the Communication Site Application associated with this Supplemental License, which is hereby approved by the City Representative.

10. Term – The term for this Supplemental License, as described in Section 1 above, is set forth in the Master License Agreement.

NOW THEREFORE, the Parties hereto by the signature of their respective representatives hereby agree to enter into this Supplemental License.

LICENSOR

CITY OF DE PERE

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

LICENSEE

WISCONSIN TECHNOLOGY NETWORKING, LLC

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

EXHIBIT C

Mobilitie Operational Plans

[To Be Inserted]

EXHIBIT C

Mobilitie Operational Plans

- **Preventative Maintenance Program**
 - OEM equipment maintenance is based on client requirements or break/fix activities
 - Wood pole maintenance based on the decay zone that they are located in
 - On average 8-10 years, roughly 10% of the poles in each region
 - Lockout/Tagout sign with instructions will be posted on every site's power box to ensure vendor and public safety
 - Poles have RF hazard sign that has Mobilitie's Network Operations Center's (MNOC) contact number so that the RF can be turned off for other pole maintenance to be performed
 - Mandatory for all Mobilitie Vendors to call 8-1-1 and have utilities marked prior to any digging
- **Graffiti Removal Plan**
 - When notified, MNOC will dispatch to remove the graffiti by either repainting or replacing the equipment as necessary following local jurisdiction guidelines
- **Emergency Response Plan**
 - 24X7 response based on jurisdictional requirements
 - Ensure ROW is safe
 - Deploy safety tape and cone off impacted area to ensure the safety of the general public
 - Deploy temp pole as needed
 - Remove or replace any damaged material as needed
 - Expedite necessary equipment
- **Disaster Recovery Plan (tornado, flood, etc.)**
 - National Incident Management System (NIMS) to be utilized
 - Incident Command and Control
 - A basic premise of ICS is that it is widely applicable. It is used to organize both near-term and long-term field-level operations for a broad spectrum of emergencies, from small to complex incidents, both natural and manmade.
 - Determine all possible emergencies, consequences, required actions, develop written procedures, and the resources available.
 - Detailed lists of personnel including their home telephone numbers, their duties and responsibilities
 - Planning and logistics with Supply Chain, RF Engineering and Deployment

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: December 12, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Amending Chapter 82 De Pere Municipal Code Regarding Solid Waste/Curbside Recyclable Collection*

The City created an ordinance this past year for Nicolet Square recyclable and garbage common collection service district. The intent of the ordinance was for the City to implement a common collection services utilizing dumpsters to go into effect December 31, 2016.

The Engineering Department designed and received bids for dumpster enclosure construction on September 8, 2016. The lowest bid with the preferred alternative was \$83,125.00 submitted by IEI General Contractors. The budgeted amount from TID #5 was \$30,000. The budget estimate was based on constructing an enclosure built with a basic block wall on a concrete slab. The project that was designed and bid had an interior block wall with a brick fascia that requires a foundation wall to support. The brick fascia, the foundation wall, and the short time frame to build the enclosures were the primary reasons staff felt the bids exceeded the budgeted amount. The BOPW and Council rejected bids and directed staff to rebid in 2017. As a result, the ordinance needs to be revised to implement the common collection services to go into effect for December 31, 2017.

It is the intent of staff to rebid the construction dumpster enclosures in February 2017. Construction will not be required to be complete until October 31, 2017 to allow for a more flexible construction schedule. The construction bid documents will include two options:

* Option #1: Enclosure will be constructed as originally bid with brick fascia that requires a foundation wall support. See attached photo for brick fascia enclosure.

* Option #2: Enclosure will be constructed with a basic decorative 8" block wall on a concrete slab. No foundation wall support is required. See attached photo for decorative block enclosure.

Staff recommends approving the attached amendment of Chapter 82 De Pere Municipal Code regarding solid waste/curbside recyclable collection for Nicolet Square.

ATTACHMENTS:

- Ord16-XX-Amending Chapter 82 DPMC Regarding Solid Waste-Curbside Recyclable Collection (DOCX)
- Brick Fascia Enclosure (DOCX)
- Decorative Block Enclosure (DOCX)

ORDINANCE #16-XX

AMENDING CHAPTER 82 DE PERE MUNICIPAL CODE
REGARDING SOLID WASTE/CURBSIDE RECYCLABLE COLLECTION

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN

AS FOLLOWS:

Section 1: **Sec. 82-12. – Nicolet Square Recyclable and Garbage Common****Collection Service District Created.,** is hereby amended as follows:

1. Sec. 82-12(c)1., is hereby amended by revising the date of January 1, 2017 to January 1, 2018.
2. Sec. 82-12(c)5., is hereby amended by revising all references to the date of December 31, 2016 to December 31, 2017, and revising the date of January 1, 2017 to January 1, 2018.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.Section 3. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Deputy Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: _____

Publication Date: _____

Effective Date: _____

Brick Fascia Enclosure



Decorative Block Enclosure



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: December 12, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Street Light in the 1000 Block of Twilight.

The Parking and Traffic Team received a request for a street light in the 1000 block of Twilight. This was discussed at the November Board of Public Works. The discussion item at the meeting included the following information:

- A neighbor requested an additional street light in this block.
- Technically, this block does conform to the minimum lighting requirements for a residential area; however, there is a horizontal curve on the block which impacts the amount of light extending to the center of the block.
- Staff is sending a survey to the residents to see if there is consensus for installation of a light. This will be brought back to the Board.

Survey of Property Owners

Staff sent surveys to nine residents in the block. A summary of results to the survey from 2016 is as follows:

In Favor	Opposed	Neutral (but did not see the need)
2	2	1

Recommendation

Staff recommends that the Board not install the street light.

ATTACHMENTS:

- CE-Street_Light_Survey-Twilight (PDF)



City of De Pere

925 South Sixth Street
De Pere, Wisconsin 54115-1199
Phone: 920-339-8304
Fax: 920-339-4071
Cell: 920-639-1000

Eric P. Rakers, PE
City Engineer
erakers@mail.de-pere.org
www.de-pere.org

November 2, 2016

«OWNMAIL1»
«OWNMAIL3»
«OWNMAIL4»

RE: Street Light Request
Twilight Drive

Dear Resident:

Staff has received a request to install a street light on Twilight Drive, between Apollo Road and Morning Glory Road. Existing street lights are located at the intersections of Twilight Drive and Apollo Way and Twilight Drive and Morning Glory Lane. With lights at the intersection, this area does meet current City standards for street light spacing, however, staff is considering the request due to the curve in the street.

We are requesting your input regarding this matter. Attached is a form along with a self-addressed stamped envelope. Please provide your opinion on whether an additional street light should be added. We are requesting that forms be sent to us by December 1st. Based on the responses, we will be making a recommendation to the Board of Public Works on December 12th at 7:30 pm at the Council Chambers, second floor of City Hall.

If you have any questions, please contact me at (920) 339-8304.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric P. Rakers, P.E.
City Engineer

c. Scott Thoresen, Director of Public Works

PARCELID	LOCATION	OWNMAIL1	OWNMAIL3	OWNMAIL4
WD-708-P-20	1006 TWILIGHT DR	MARIAN NERENHAUSEN	1006 TWILIGHT DR	DE PERE WI 54115-1360
WD-708-P-21	1002 TWILIGHT DR	MOLLY J FRANK	1002 TWILIGHT DR	DE PERE WI 54115-1360
WD-726-M-14	920 TWILIGHT DR	ANDREW J & LISA A WITCPALEK	920 TWILIGHT DR	DE PERE WI 54115-1358
WD-726-M-17	915 TWILIGHT DR	JACKOWSKI DENNIS M & SUSAN L REVOCABLE TRUST	W2896 WICK RD	MARKESAN WI 53946
WD-726-M-18	407 TWILIGHT DR	ROBERT M & SHIRLEY MAE COLLETTE	407 TWILIGHT DR	DE PERE WI 54115-1356
WD-708-P-11	1003 TWILIGHT DR	DANIEL & RECHEL DICKHUT	1003 TWILIGHT DR	DE PERE WI 54115-1359
WD-708-P-12	1007 TWILIGHT DR	GERALD & CLARA SAUER	1007 TWILIGHT DR	DE PERE WI 54115-1359
WD-708-P-13	1011 TWILIGHT DR	JEFFREY J MARQUIS	1011 TWILIGHT DR	DE PERE WI 54115-1359
WD-726-M-16	921 TWILIGHT DR	GLEN P SHERMAN	1052 ELMORE ST	GREEN BAY WI 54303

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: December 12, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Repeal 2 -Hour Restriction for Parking on the 400 Block of the South Side of Grant Street.*

The City Engineer received a request to repeal the 2-hour parking restriction at 405 Grant Street. This was discussed at the November Board of Public Works. The discussion item at the meeting included the following information:

- This area was restricted to 2 hour parking for a school that had been located at 405 Grant Street. St. Norbert has purchased this building and changed the use.
- Staff supports this request. However, with the change in land use in the area, it makes sense to evaluate the 2 hour parking on the south side of the entire block. Staff is contacting property owners to gather input to repeal the 2-hour parking for the entire block. This will be brought back to the Board.

Survey of Property Owners

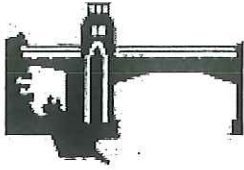
There are only two property owners on the south side of this block of Grant Street, St. Norbert and VHC Inc. St. Norbert was the requester for the parking change. Staff sent a letter to VHC, Inc. requesting input by December 1, 2016, but has not heard back.

Recommendation

Staff recommends that the Board approve the repeal of the 2-hour parking on the south side of the 400 block of Grant Street.

ATTACHMENTS:

- CE_VHC Ltr re Grant St Parking Survey_11-2-16 (PDF)



City of De Pere

925 South Sixth Street
De Pere, Wisconsin 54115-1199
Phone: 920-339-8304
Fax: 920-339-4071
Cell: 920-639-1000

Eric P. Rakers, PE
City Engineer
erakers@mail.de-pere.org
www.de-pere.org

November 1, 2016

VHC INC
3090 Holmgren Way
Green Bay WI 54304

Re: Parking in the 400 Block of Grant Street
City of De Pere

Dear Property Owner;

Staff has received a request to change the parking on the south side of the 400 block on Grant Street from 2-Hour Parking to no parking restrictions (ie long term parking is allowed).

We are requesting your input regarding this matter. Attached is a form along with a self-addressed stamped envelope. Please provide your opinion on whether parking should be changed from 2-hour to no restrictions or not, along with any comments you may have. We are requesting that forms be sent to us by December 1st. Based on the responses, we will be making a recommendation to the Board of Public Works on December 12th at 7:30 pm at the Council Chambers, second floor of City Hall.

If you have any questions, please contact me at (920) 339-8304.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Eric P. Rakers, P.E.
City Engineer

EPR/pjd

c. Scott Thoresen, Director of Public Works