



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, April 21, 2015

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **April 21, 2015** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

THERE WILL BE A BRIEF SWEARING IN CEREMONY FOR RE-ELECTED OFFICIALS PRIOR TO COMMENCEMENT OF THE COUNCIL MEETING.

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the April 8, 2015 Common Council Meeting.
4. A Public Hearing to act on a street vacation for a part of George Street.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #15-25, Regarding the Vacation of a Portion of a Public Thoroughfare (Northerly 1,708 square feet of George Street adjacent to ED-844).
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation from the Finance/Personnel Committee to increase pay and reimburse certification costs for lifeguard staff.
7. Recommendation from Finance/Personnel Committee to Payout Vacation for Alan Matzke
8. Recommendation from the Board of Public Works to Award Enterprise Well Maintenance & Repair Contract to CTW Corporation of Lannon, Wisconsin in the Amount of \$63,618.00, Which Includes the Alternate Bid Items.
9. Ordinance #15-15, Amending §8-2 De Pere Municipal Code Regarding Discharge of Firearms (request of Alderperson Crevier).
 - A. Recommendation of the Finance/Personnel Committee is to not approve Ordinance #15-15.
10. Ordinance #15-16, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
11. Ordinance #15-17, Amending Section 10-5(a) De Pere Municipal Code Regarding Designation of City Offices.

12. Confirmation of Appointment To Position of IT Administrator Effective May 4, 2015
13. Resolution #15-37, Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Wis. Stats. §66.0703, Sidewalk and Driveway Aprons on Lawrence Drive from County Clare to Scheuring Road.
14. Resolution # 15-38, Ordering Installation of Sidewalks at Various Locations.
15. Resolution #15-39, Authorizing Agreement for Contractor Services Between the City of De Pere and Giant Maintenance & Restoration, Inc. (2015 Hydrant Painting).
16. Resolution #15-40, Authorizing Lease Agreement with Ricoh Business Solutions.
17. Resolution #15-41, Authorizing Agreement with Fox Valley Technical College for Regional Fire Department Hiring Process.
18. Resolution #15-42, Authorizing Consulting Agreement Between the City of De Pere and Key Benefit Concepts, LLC (Other Post Employment Benefit Liability Study).
19. Resolution #15-43, Opposing Elimination of Personal Property Taxes.
20. Review request for appraisal for parcels WD-D0076, WD-D0077 and WD-D0078.
21. Election by the Common Council:
 - A. Alderperson Members of the Plan Commission.
 - B. President of the Common Council.
22. Appointment to various boards and commissions by Mayor Walsh.
23. Voucher Approval.
24. Operator License Applications.
25. Future Agenda Items.
26. Discuss Status of Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Centre Ville, LLC (MAC DENTAL) (This item is for joint consideration by the Redevelopment Authority and Common Council).

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(e), the Council may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

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

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

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

27. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Tom Olejniczak
NICHOLAS R HOPF
SAINT MARK EVANGELICAL LUTHERAN CHURCH
PAUL & SUSAN BOUGIE
DAVID N COLLINS
KURT & MICHELLE CICHY
JAMES R & DONAJANE C BRASCH
RICHARD & WENDY J BAETEN
JAMES J & KATHLEEN C VANDENBOOGARD
BEST BUILT INC
ROBERT J TERHAR
JERRY J & SHERI A GERONDALE
SCOTT G SORENSON
MARGARET A OLSEN
DOUGLAS L THOMPSON & MARCIA M LA LUZERNE
ROBBIE L & JENNIFER T REINKE
CONSTRUCTION RESOURCES C/O MIKE FLEMING
ANDREWS RETIREMENT LLC
HUMANA INSURANCE COMPANY
GEORGE A & SHARON R THORNE
JAMES R & DONAJANE C BRASCH
RICHARD & WENDY J BAETEN
IPC PROPERTIES LLC
LAWRENCE DRIVE PROPERTIES LLC
GLADYS M STOWE
COMMUNITY FIRST CREDIT UNION
LD PROPERTIES III LLC
WEST DE PERE CLINIC LLC
ENCOMPASS CHILD CARE INC
RUTHANNE DAHLKE & JOSHUA J PETERSON
BENJAMIN D & STACEY M KLEMP
RATHERN & KATHRANLY THAO
JAMES NEUMAN
VHC INC
DEARTEAGA INC"
BALTUSROL LEASING LLC
SPIRIT SPE PORTFOLIO 2006-1 LLC

LOST DAUPHIN PROPERTIES
GERALD C & GLORIA P BIGELOW
KRINSINE A PAULSON
RESIDENT
RESIDENT
SARAH HANNON
BJD PROPERTIES LLC
MIKE KWATERSKI
ROY GEURTS
MARY KAY JAUQUET

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

MEETING DATE: April 21, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the April 8, 2015 Common Council Meeting.

ATTACHMENTS:

- 4-08-2015 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Wednesday, April 8, 2015
7:30 PM
De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on April 8, 2015 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the March 17, 2015 Common Council Meeting.

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

4. Public comment upon matters not on the agenda or other announcements. Mayor Walsh congratulated Alderspersons Donovan, Rafferty, Raasch and Lueck on their re-elections. Jean Knitter spoke about the City parking lots this winter and the improvement she noticed on the maintenance, specifically the salt. She also asked for an update on the Front Street lights; many of them don't work. She also shared photos with the Council of the garbage in the alley behind her apartment building.
5. Ordinance #15-12, Amending §14-60(6)(I) De Pere Municipal Code Regarding Outdoor Storage and Refuse and Recycle Storage (second reading). Aldersperson Boyd moved, seconded by Aldersperson Donovan to approve the ordinance. Alderspersons Bauer, Crevier, and Raasch stated that they will all vote against this resolution for the additional requirements it puts on local businesses. Discussion followed regarding the ordinance and how it would affect differently zoned areas of the City, specifically the business parks and the central downtown areas. City Building Inspector Dave Hongisto addressed questions from the Council. Discussion followed. Aldersperson Boyd and Aldersperson Donovan rescinded their original motions. Aldersperson Raasch moved, seconded by Aldersperson Bauer to refer the Ordinance back to staff. Upon vote, motion carried unanimously.

RESULT:	REFERRED BACK TO STAFF
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Attachment: 4-08-2015 Common Council Minutes (3301 : Approval of the Minutes of the April 8, 2015 Common Council Meeting.)

6. Resolution #15-35, Ratifying Agreement for Design Services Between the City of De Pere and Gagnon Creative Group, Inc. (Downtown Banner).

Aldersperson Kneiszel stated that he will abstain from this vote.

RESULT:	ADOPTED [6 TO 0]
MOVER:	James Boyd, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Bauer, Boyd, Crevier, Donovan, Raasch, Rafferty
ABSTAIN:	Jim Kneiszel
EXCUSED:	Larry Lueck

7. Resolution #15-36, Calling on the Governor and Legislature of the State of Wisconsin to Remove from the Proposed State 2015-17 Budget and 2015 AB 21 and SB 21 the Provision that Prohibits the Department of Transportation from Funding Community Sensitive Design on State Highway Projects.

Aldersperson Crevier asked for an explanation of this resolution. Mayor Walsh stated that the League of Wisconsin Municipalities asked all municipalities to pass a similar resolution. City Attorney Judy Schmidt-Lehman stated that this legislation would affect funding for the Main Avenue project and the Southern Bridge project.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Kevin Bauer, Aldersperson
SECONDER:	Dean Raasch, Aldersperson
AYES:	Bauer, Boyd, Donovan, Kneiszel, Raasch, Rafferty
NAYS:	Scott Crevier
EXCUSED:	Larry Lueck

8. Recommendation from the License Committee on a Class "B" Beer/"Class B" Liquor" License for Island Sushi, 101 Fort Howard Ave., De Pere, WI submitted by Keep Em Rollin LLC., Agent: Alison Porter, 1800 S. Eugene St, Appleton, WI 54914.

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

9. Voucher Approval.

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

10. Operator License Applications.

CITY OF DE PERE -April 8, 2015					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	KOSTREVA, TONI S.	430 S. JEFFERSON ST.	GREEN BAY	WI	54301
2	HELF, KELSEY A.	1775 AMY ST.	GREEN BAY	WI	54302
3	LANDRY, PAULA J.	1578 CASS ST.	GREEN BAY	WI	54302
4	VANDERMUSS, KELLI JO	N4505 CTY RD. U	DE PERE	WI	54115
Temporary Operator License Applications					
1	BARTLEY, MATTHEW D.	3048 JOY LN.	GREEN BAY	WI	54311
2	BONFIGHT, ELIZABETH J.	1778 CAMARILLO CT.	DE PERE	WI	54115
3	CORRIGAN, SHELLEY A.	813 4TH ST.	DE PERE	WI	54115
4	GIBSON, GARRON G.	1857 BRIARWOOD CT.	DE PERE	WI	54115
5	KISSEL, KEVIN M.	2265 SAMANTHA ST., #92	DE PERE	WI	54115
6	PASTERSKI, DEBRA A.	2265 SAMANTHA ST., #92	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BAKRAN-DEMENY, TRICIA L.	711 AERO STAR LN.	GREEN BAY	WI	54313
2	BREWER, DAVID L.	1815 CAREFUL CT.	GREEN BAY	WI	54304
3	DALSBO, KATLYN T.	1218 PERSHING RD., APT. 35	DE PERE	WI	54115
4	HENDRICKS, RICHARD L.	136 S. JEFFERSON ST.	GREEN BAY	WI	54304
5	NEOSH, SIMONNE M.	413 ALOYSIUS CT.	DE PERE	WI	54115
6	REYNDERS, JUSTIN J.	2475 SCHOOL RD.	GREENLEAF	WI	54126
7	STENGER, NICK E.	1218 GEORGE ST.	DE PERE	WI	54115
8	TOWNE, RAIANA H.	1751 MARISSA CT.	DE PERE	WI	54115
9	VAN ABEL, SAMANTHA L.	1220 BAY BREEZE CT.	SUAMICO	WI	54173
10	ZIEBARTH, JACOB J.	842 JORDAN RD.	DE PERE	WI	54115

Alderson Bauer moved, seconded by Alderson Boyd to approve Previously Tabled Operator License Applications #2-4 and to table Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Boyd to approve Temporary Operator License Applications #1-6. Upon vote, motion carried unanimously.

Alderson Bauer moved, seconded by Alderson Boyd to approve Operator License Applications #1-6 and 8-10 and to table Operator License Application #7. Upon vote, motion carried unanimously.

11. Future Agenda Items.

12. Discuss Status of Redevelopment Agreement with Centre Ville, LLC

The Council did not discuss the status of the agreement with Centre Ville, LLC.

13. Adjournment. Alderson Rafferty moved, seconded by Alderson Bauer to adjourn the meeting at 8:38 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: Plan Commission

FROM: Ken Pabich

SUBJECT: Resolution #15-25, Regarding the Vacation of a Portion of a Public Thoroughfare (Northerly 1,708 square feet of George Street adjacent to ED-844).

ATTACHMENTS:

- Mayor & CC-street vacation- 4-13-15-168-001-15 (PDF)
- Reso15-25 (DOCX)
- Exhibit A - George St Vacation (PDF)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Common Council
 From: Judith Schmidt-Lehman, City Attorney
 RE: Resolution #15-25, Vacating a Portion of George Street
 Date: April 13, 2015

The ownership status of the area proposed for vacation in the above Resolution has become unclear. We are working with Brown County to determine the nature of the property (Fee interest or right of way) and to determine whether that segment of George Street remains part of the county trunk system. Until these issues have been resolved, it would be premature to act on the vacation resolution.

Therefore, it is requested that after the public hearing is held on the Resolution that the same be referred back to staff. This will come back to the Council for action if that is determined to be the appropriate legal action to take.

If you have any questions, please let me know.

JSL:jld

c: Lawrence Delo, City Administrator
 Kenneth Pabich, Director of Planning & Economic Development

H:\jdupont\Memos\2015\Mayor & CC-street vacation- 4-13-15-168-001-15.docx

Attachment: Mayor & CC-street vacation- 4-13-15-168-001-15 (3263 : Resolution #15-25, Regarding George St Vacation)

RESOLUTION #15-25

REGARDING THE VACATION OF A PORTION OF A PUBLIC THOROUGHFARE
(Northerly 1,708 square feet of George Street adjacent to ED-844)

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

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

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on April 21, 2015, at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. The following described northerly 1,708 square feet of George Street right-of-way adjacent to ED-844, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Southwest corner of Lot 7, Block 20, said Plat of De Pere;
thence S00°35'30"W, 398.51 feet on the east right of way of Broadway Street to the existing north right of way of George Street, the POINT OF BEGINNING;
thence S61°34'54"E, 13.01 feet on said north right of way;
thence S89°24'17"E, 102.61 feet on said north right of way;
thence S00°37'27"W, 16.30 feet; thence N89°24'17"W, 86.19 feet;
thence N69°00'00"W, 22.33 feet; thence N25°00'00"W, 16.17 feet to the POINT OF BEGINNING.

Said parcel contains .04 acres of land more or less.

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

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

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 3rd day of March, 2015.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of April, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

PLAT OF SURVEY

PART OF GEORGE STREET, BEING A PART LOT 7, BLOCK 19, PLAT OF DE PERE, EAST SIDE FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

LEGEND

- Set 1" x 18" Iron Pipe weighing 1.13 lbs./lin. ft.
- () Recorded Bearing

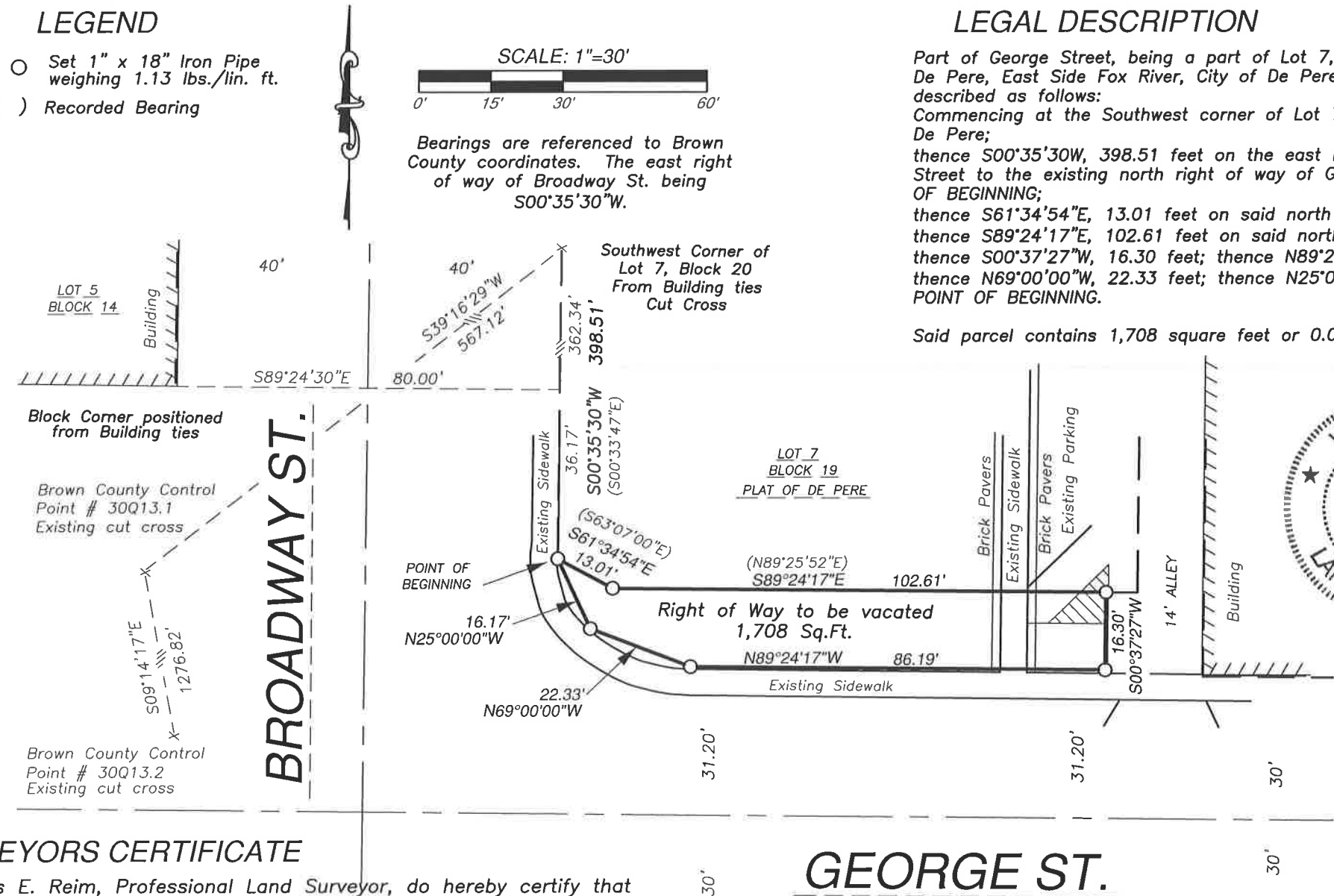


Bearings are referenced to Brown County coordinates. The east right of way of Broadway St. being S00°35'30"W.

LEGAL DESCRIPTION

Part of George Street, being a part of Lot 7, Block 19, Plat of De Pere, East Side Fox River, City of De Pere, Brown County, Wisconsin described as follows:
Commencing at the Southwest corner of Lot 7, Block 20, said Plat of De Pere;
thence S00°35'30W, 398.51 feet on the east right of way of Broadway Street to the existing north right of way of George Street, the POINT OF BEGINNING;
thence S61°34'54"E, 13.01 feet on said north right of way;
thence S89°24'17"E, 102.61 feet on said north right of way;
thence S00°37'27"W, 16.30 feet; thence N89°24'17"W, 86.19 feet;
thence N69°00'00"W, 22.33 feet; thence N25°00'00"W, 16.17 feet to th POINT OF BEGINNING.

Said parcel contains 1,708 square feet or 0.04 acres of land.



SURVEYORS CERTIFICATE

I, Dennis E. Reim, Professional Land Surveyor, do hereby certify that I have surveyed the within described property on 02/17/15 to the best of my knowledge and belief and the within map is a true representation thereof.

Date: 02/20/2015
Dennis E. Reim, PLS #1590

GEORGE ST.



ROBERT E. LEE & ASSOCIATES, INC
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD
HOBART, WI 54155
INTERNET: WWW.RELEEINC.COM
PHONE: (920) 662-964
FAX: (920) 662-9141

Attachment: Exhibit A - George St Vacation (3263 : Resolution #15-25, Regarding George St Vacation)

City of De Pere, Wisconsin



Request For Common Council Action

MEETING DATE: April 21, 2015

DEPARTMENT: Board of Park Commissioners

FROM: Marty Kosobucki

SUBJECT: Recommendation from the Finance/Personnel Committee to increase pay and reimburse certification costs for lifeguard staff.

The Park Board recommends the following for the 2015 season. Increase the Life Guard wage by \$.25/hour and promote the paying of lifeguard certification for new life guards, contingent on staff successfully completing one season of employment. The increase of \$.25/hour and paying for life guard certification (new employees) would equate to approximately \$1400 and can likely be consumed by our current budget due to the change in hours.

I would like to make the Council aware of a growing issue as it relates to the Outdoor Swimming pools and staffing, and ask for their recommendation. We are currently experiencing a shortage of applicants for Lifeguards and Pool Managers. With the current state of applicants and open positions, it appears we would not have enough quality applicants to fully staff our pools this summer. We have recently extended our deadline for accepting applications for swim staff. Staff has investigated the issue and has uncovered other local municipalities (and the YMCA) are experiencing the same issue.

Marketing of aquatic positions - Staff has conducted the following tasks in an effort to market the aquatic positions. Personal calls to colleges and high schools, posting of jobs at colleges and high schools, calls to neighboring municipalities, e-mails to current staff asking for referrals, assisting with teaching of life guarding course, contacted UW-Oshkosh, promotion during high school visit, and use of Facebook.

We have included a comprehensive spreadsheet that describes the wages paid for a lifeguard with the City of De Pere, how it compares to other lifeguard positions and positions within the City, and a financial impact if we were to increase the wages for this summer in an attempt to attract more aquatic staff.

Options - I have summarized the below tactics in dealing with the issue.

- Do nothing and plan or hope that we receive enough applicants to accommodate our pool staff. If we do not get enough pool staff, we will need to consider a revision of hours for swim lessons and open swim.

- Consider raising the wage for aquatic staff in an effort to attract staff from other areas or other positions. This tactic does not ensure we will obtain a sufficient amount of applicants, however does increase our chances.

- Consider paying for new hire certification. This would cost approximately \$1400. Once again, this tactic would not ensure we will obtain additional or more applicants. However, it would certainly increase our chances.

ATTACHMENTS:

- Copy of Aquatic Salaries-- (XLSX)

Wage Comparison Lifeguards

City of De Pere 2015

	2015 Approved Budget	Budget w/new weekend hours	Budget w/\$.25 per hour increase	Budget w/\$.50 per hour increase	Budget w/\$.75 per hour increase
Legion	\$52,128	\$51,294	\$52,044	\$52,794	\$53,545
VFW	\$50,790	\$49,956	\$50,676	\$51,396	\$52,117
Total	\$102,918	\$101,250	\$102,720	\$104,190	\$105,662
difference from 2015 budget:		-\$1,668	-\$198	\$1,272	\$2,744

*Wage increase is for Lifeguards

De Pere Wages (Starting)

Pool Manager	\$14.00/hour
Tennis Instructor	\$12.00/hour
Camp Counselor (Lead)	\$11.00/hour
Swim Instructor w/WSI	\$9.75/hour
Camp Counselor	\$9.00/hour
Lifeguard	\$9.00/hour
Park Laborer	\$9.00/hour
Basket Attendant	\$8.50/hour
Concessions Staff	\$8.50/hour
Playground Supervisor	\$8.50/hour

Other Wages

Howard Swim Instructor	\$11.00/hour
Green Bay Swim Instructor	\$9.10/hour
Ashwaubenon Swim Instru.	\$8.90/hour
Howard Lifeguard	\$8.75/hour
Green Bay Lifeguard	\$8.59/hour
YMCA Lifeguard	\$8.50/hour
Ashwaubenon Lifeguard	\$8.40/hour

Attachment: Copy of Aquatic Salaries-- (3332 : Recommendation from F/P for pay increase and certification for lifeguard staff.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from Finance/Personnel Committee to Payout
Vacation for Alan Matzke

Note: The Finance/Personnel Committee approved the pay out of vacation time.

Since Alan is going from a union position to an administrative position, this year he was given vacation time that he earned last year, plus he will be given vacation time that he earns this year. This will leave him with an overabundance of leave time (over 4 months) to use prior to the end of the year. Alan will be required to take 15 days of vacation prior to year end and will be allowed to carryover 40 hours. This will leave Alan with 62.8 days of vacation.

In the event he isn't able to use the remaining vacation time by year end, I am asking for approval to pay out the remaining balance at year end (beyond the 15 days he will be required to take and 40 hours he is allowed for carryover). This would equate up to 62.8 days, or \$12,834. This will be paid out at his Captain rate of pay.

He also has a large amount of compensatory time on the books which he can save to be paid out at retirement which will cost around \$6,000 to pay out. Therefore, I feel it is in the City's best interest to pay out the vacation time in 2015 vs. waiting until retirement.

The Fire department budget has funds to cover this cost.

If you have any questions in advance of the meeting, please feel free to contact me at 339-4045.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award Enterprise Well Maintenance & Repair Contract to CTW Corporation of Lannon, Wisconsin in the Amount of \$63,618.00, Which Includes the Alternate Bid Items.

The Board of Public Works at the April 13, 2015 meeting recommended awarding the project to CTW Corporation of Lannon, WI in the amount of \$63,618.00 which includes the alternate bid items.

The City has budgeted for in 2015 for the maintenance and repair of the Enterprise well. The 2015 water utility budget has sufficient funding allocated for this project as well as the engineering fees associated with it.

The City received the following base bids for the Enterprise Well Maintenance & Repair Project:

CTW Corporation of Lannon, WI	= \$ 55,045.00
Midwest Well Services of Waupun, WI	= \$ 57,910.00

Our engineering firm, Robert E. Lee & Associates has reviewed all bids that were submitted and recommends awarding the project to CTW Corporation with alternate bid items. (See attached)

ATTACHMENTS:

- Enterprise Well Bids 040615 (PDF)



Robert E. Lee & Associates, Inc.
Engineering, Surveying and Environmental Services

Green Bay Office
1250 Centennial Centre Blvd
Hobart, WI 54155-8995
PHONE: 920-662-9641
FAX: 920-662-9141
WEBSITE: www.releeinc.com

April 6, 2015

Mr. Scott Thoresen, Public Works Director
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: Bid Recommendation for 2015 Well Pump Improvements
Contract 404-15-01

Dear Mr. Thoresen:

Bids for the 2015 Well Pump Improvements project were received and opened at 1:00 p.m., on April 2, 2015. Two bids were received.

The bids are summarized on the enclosed itemized bid tabulation.

	<u>Total Base Bid</u>
1. CTW Corporation Lannon, Wisconsin	\$55,045.00
2. Midwest Well Services (Municipal Well & Pump) Waupun, Wisconsin	\$57,910.00

Based on awarding the base bid and the alternate bid items, we therefore recommend the award of Contract 404-15-01 be to CTW Corporation in the amount of \$63,618.00. Please contact us if you have any questions regarding this recommendation or other aspects of this project.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Dale A. Marsh, P.E.
Civil Engineering Manager

DAM/LAR

ENC.

UNIT PRICE BID SCHEDULE

OWNER: City of De Pere
 PROJECT: 2015 Well Pump Improvements
 CONTRACT: 404-15-01
 BID DATE: April 2, 2015 at 1:00 p.m.
 ENGINEERS: ROBERT E. LEE & ASSOCIATES, INC.

				CTW CORPORATION Lannon, Wisconsin		MIDWEST WELL SERVICES Waupau, Wisconsin	
Item		Unit	Qty.	Unit Price	Total Price	Unit Price	Total Price
9th Street Well Pump							
1	Mobilize well pump service equipment, for the unit price of:	EA	1	\$1,000.00	\$1,000.00	\$2,510.00	\$2,510.00
2	Remove well pump assembly and appurtenances, for the unit price of:	EA	1	\$6,650.00	\$6,650.00	\$5,100.00	\$5,100.00
3	Demobilize well pump service equipment, for the unit price of:	EA	1	\$500.00	\$500.00	\$710.00	\$710.00
4	Televis well, for the unit price of:	EA	1	\$1,050.00	\$1,050.00	\$1,360.00	\$1,360.00
5	Disassembly and inspect existing well pump, for the unit price of:	EA	1	\$200.00	\$200.00	\$400.00	\$400.00
6	Furnish new column assembly, pipe, and airlines, for the unit price of:	LF	500	\$57.35	\$28,675.00	\$59.00	\$29,500.00
7	Construct/raise concrete well pump base and modify existing piping, for the unit price of:	EA	1	\$2,300.00	\$2,300.00	\$2,040.00	\$2,040.00
8	Mobilize well pump service equipment, for the unit price of:	EA	1	\$500.00	\$500.00	\$710.00	\$710.00
9	Provide new stuffing box and packing, for the unit price of:	EA	1	\$250.00	\$250.00	\$340.00	\$340.00
10	Install well pump, strainer, suction pipe, discharge head, and appurtenances, for the unit price of:	EA	1	\$6,375.00	\$6,375.00	\$4,860.00	\$4,860.00
11	Provide air release piping modifications for Enterprise Drive, for the unit price of:	EA	1	\$495.00	\$495.00	\$2,490.00	\$2,490.00
12	Provide new top suction of SS line shafe and coupling, for the unit price of:	EA	1	\$300.00	\$300.00	\$470.00	\$470.00
13	Conduct well pump field test, for the unit price of:	EA	1	\$250.00	\$250.00	\$710.00	\$710.00
14	Demobilize well pump service equipment, for the unit price of:	EA	1	\$500.00	\$500.00	\$710.00	\$710.00
15	Allowance, in accordance with Specification Section 01 21 00, for the unit price of:	LS	1	\$6,000.00	<u>\$6,000.00</u>	\$6,000.00	<u>\$6,000.00</u>
TOTAL CONTRACT 404-15-01, 9th Street Well Pump, Bid Items 1-15					\$55,045.00		\$57,910.00
Alternate Bid Items							
15	Furnish new well pump for Enterprise Drive, for the unit price of:	EA	1	\$9,248.00	\$9,248.00	\$7,590.00	\$7,590.00
16	Provide air release piping modificaitons for Merrill Street, for the unit price of:	EA	1	\$1,125.00	\$1,125.00	\$2,220.00	\$2,220.00
17	Provide credit for Enterprise drive Well Station combination drive, for the unit price of:	EA	1	(\$200.00)	(\$200.00)	(\$200.00)	(\$200.00)
18	Provide credit for Enterprise Drive well station existing column pipe, for the unit price of:	EA	1	(\$1,600.00)	(\$1,600.00)	(\$1,100.00)	(\$1,100.00)

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

MEETING DATE: April 21, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #15-15, Amending §8-2 De Pere Municipal Code
Regarding Discharge of Firearms (request of Alderperson Crevier).

Recommendation of the Finance/Personnel Committee is to not approve Ordinance #15-15.

ATTACHMENTS:

- Ord15-15 (DOCX)
- Sec. 8-2 Loading and discharge of weapons current ordinance (DOCX)
- §8-2 Map (PDF)
- Memo to F-P - Amending §8-2 (PDF)

ORDINANCE #15-15

AMENDING SECTION 8-2 DE PERE MUNICIPAL CODE
RELATING TO DISCHARGE OF FIREARMS

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

Section 1: §8-2(a)(2), *Discharge of firearms within the city limits*, is hereby repealed and
recreated as follows:

- (2) *Discharge of firearms within the city limits.* No person shall discharge, or
cause to be discharged, any firearm within the city limits as defined in this
section, except for the purpose of elimination of animals, as authorized by the
Department of Natural Resources and the De Pere Police Department, and
such decision may be appealed to the common council.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 8th day of April,
2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

Attachment: Ord15-15 (3327 : Ordinance #15-15, Amending ?8-2 DPMC Regarding Discharge of Firearms)

CURRENT ORDINANCE

Sec. 8-2. - Loading and discharge of weapons.

(a) Firearms.

- (1) "Firearm" has the meaning given in Wis. Stats. § 167.31(1)(c).
- (2) Discharge of firearms within the city limits. No person shall discharge, or cause to be discharged, any firearm within the city limits as defined in this section, except as follows:
 - a. For use in the hunting of migratory birds and waterfowl in that portion of the Fox River contiguous to unincorporated areas which allow hunting, and in accordance with state regulations.
 - b. For the purpose of elimination of animals, as authorized by the department of natural resources and the city police department, and such decision may be appealed to the common council.
- (3) Regulation of the possession of firearms shall be as provided in section 8-1 of this Code.

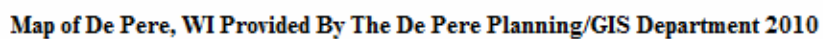
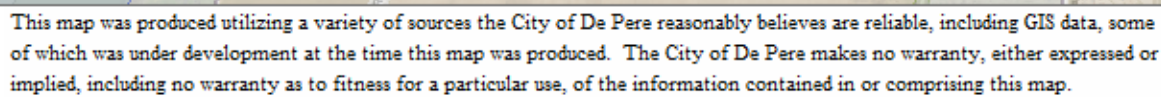
(b) Bow and arrow or crossbow hunting.

- (1) It shall be unlawful for purposes of hunting to discharge a bow and arrow or crossbow within a distance of 100 yards from a building located on another person's land. This restriction shall not apply if the person who owns the land on which the building is located allows and gives written permission to the person to use or discharge an arrow or bolt with a bow and arrow or crossbow within the specified distance of the building. Any person who discharges a bow and arrow or crossbow shall discharge the arrow or bolt toward the ground. The term "building" shall be as defined in Wis. Stats. § 29.038.
- (2) It shall be unlawful for a person to use or discharge a bow and arrow or crossbow on or across any portion of land owned or leased by the city.
- (3) It shall be unlawful for a person to use or discharge a bow and arrow or crossbow where the arrow or bolt may endanger the life, limb or property of another or will traverse any part of any street, alley, public grounds or parks.

(c) Other weapons.

- (1) No person shall carry or have under his or her control any air rifle, pellet gun, BB gun, slingshot or other weapon other than a firearm as defined above, that projects any type of missile in public while such weapon is loaded or uncased or uncovered.
- (2) No person shall discharge, or cause to be discharged, any weapon as defined herein within the city limits as defined in this section, except for the purpose of elimination of animals, as authorized by the department of natural resources and the city police department, and such decision may be appealed to the common council.

(Code 1974, § 41.02; Ord. No. 02-04, §§ 1, 2-20-2002; Ord. No. 09-16, § 1, 8-18-2009; Ord. No. 09-30, § 3, 12-15-2009; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 14-05, §§ 1, 2, 3-4-2014)



04/15/2015

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney
RE: Request to Consider Amending §8-2 De Pere Municipal Code Regarding
Discharge of Firearms
Date: April 2, 2015

Alderpersion Crevier requested that the Common Council consider eliminating the allowance for discharging firearms found in §8-2(a)(2)a of the municipal code for the purpose of migratory bird hunting within a certain geographical area of the Fox River.

Attached is a copy of the current ordinance; the paragraph permitting the discharge of firearms for hunting migratory birds is highlighted in yellow.

Removing this provision from the municipal code would result in prohibiting all discharge of firearms within the City except for the elimination of nuisance animals as approved by the Department of Natural Resources and the De Pere Police Department. Doing so would be straight forward. A draft ordinance is also attached for your reference.

If you have any questions or concerns, please feel free to contact me at your convenience.

JSL:jld
Attachment

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Ordinance #15-16, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.

Items for the Board of Public Works:

1. Yield Signs: The City had a request for controlling the intersections on Highview Street and the connecting streets east of Jordan Road. The City does have a policy to install yield signs on unsignalized intersections of local residential streets.

Recommendation: Install yield signs as identified below:

Insert the following into Section 150-23, Schedule C, Yield Right of Way Intersections, as follows:

Traffic On	Yields At
Knoll Terrace	Mayfair Street
Mayfair Street	Zurich Street
Zurich Street	Geneva Street
Zurich Street	Highview Street
Basel Street	Geneva Street
Basel Street	Highview Street
Fribourg Street	Geneva Street
Fribourg Street	Highview Street

2. Reid Street Parking between 3rd and 4th: The ordinance for parking does not match the actual parking signage and needs to be updated.

Recommendation: To update the City code to match the parking signage. Specifically, the City ordinance would need to be updated as follows:

Under Section 150-23, Schedule G Parking, update the following:

- Under No Parking

Delete the following:

Street	Side of Street	From Curbline or Feet/Direction of Curbline	To Curbline or Feet/Direction of Start
Reid	S	Third	134/W
Reid	N	Fourth	Third

Insert the following:

StreetSide of StreetFrom Curbline or Feet/Direction of CurblineTo Curbline or Feet/Direction of Start			
Reid	S	Fourth	39/E
Reid	S	44/W of Third	Third
Reid	N	102/W of Third	Third

- Under 2 Hour Parking 9:00 am - 6 pm Monday - Saturday, Insert the following:

StreetSide of StreetFrom Curbline or Feet/Direction of CurblineTo Curbline or Feet/Direction of Start			
Reid	N	Fourth	102/W of Third

- Parking on Superior between George and James: In January, staff received a request to allow parking on the west side of Superior. Staff completed a survey of the residents. From the responses, the City had two in support which were owner occupied and one property owner (who owns two properties) against which were rental properties. Staff reviewed the street configuration and there are no significant reasons why parking cannot be provided on one side of the street to allow for visitors to residents. Parking is permitted on the west side of Superior Street north of James Street.

Recommendation: Staff is recommending parking be allowed on the west side of Superior between George and James. Specifically, the City ordinance would need to be updated as follows:

Under Section 150-23, Schedule G, No Parking, eliminate the remove the following:

Street	Side of Street	From Curbline or Feet/Direction of Curbline	To Curbline or Feet/Direction of Start
Superior	W	122/N George	James

ATTACHMENTS:

- Ord15-16 (DOCX)
- Proposed Yield Signs (PDF)
- Reid Parking Map (PDF)

ORDINANCE #15-16

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

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

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

ADDITION

<i>Traffic On</i>	<i>Yields At</i>
Knoll Terrace	Mayfair Street
Mayfair Street	Zurich Street
Zurich Street	Geneva Street
Zurich Street	Highview Street
Basel Street	Geneva Street
Basel Street	Highview Street
Fribourg Street	Geneva Street
Fribourg Street	Highview Street

Section 2: §150-23, Schedule G (Parking) is hereby amended as follows:

DELETION

<i>No Parking</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Reid	S	Third	134/W
Reid	N	Fourth	Third
Superior	W	122/N George	James

ADDITION

<i>No Parking</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Reid	S	Fourth	39/E
Reid	S	44/W of Third	Third
Reid	N	102/W of Third	Third

Ordinance #15-16

Page 2 of 2

<i>Two-hour parking 9:00 a.m. – 6:00 p.m. Mon.-Sat.</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Reid	N	Fourth	102/W of Third

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

Section 4: This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of April, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

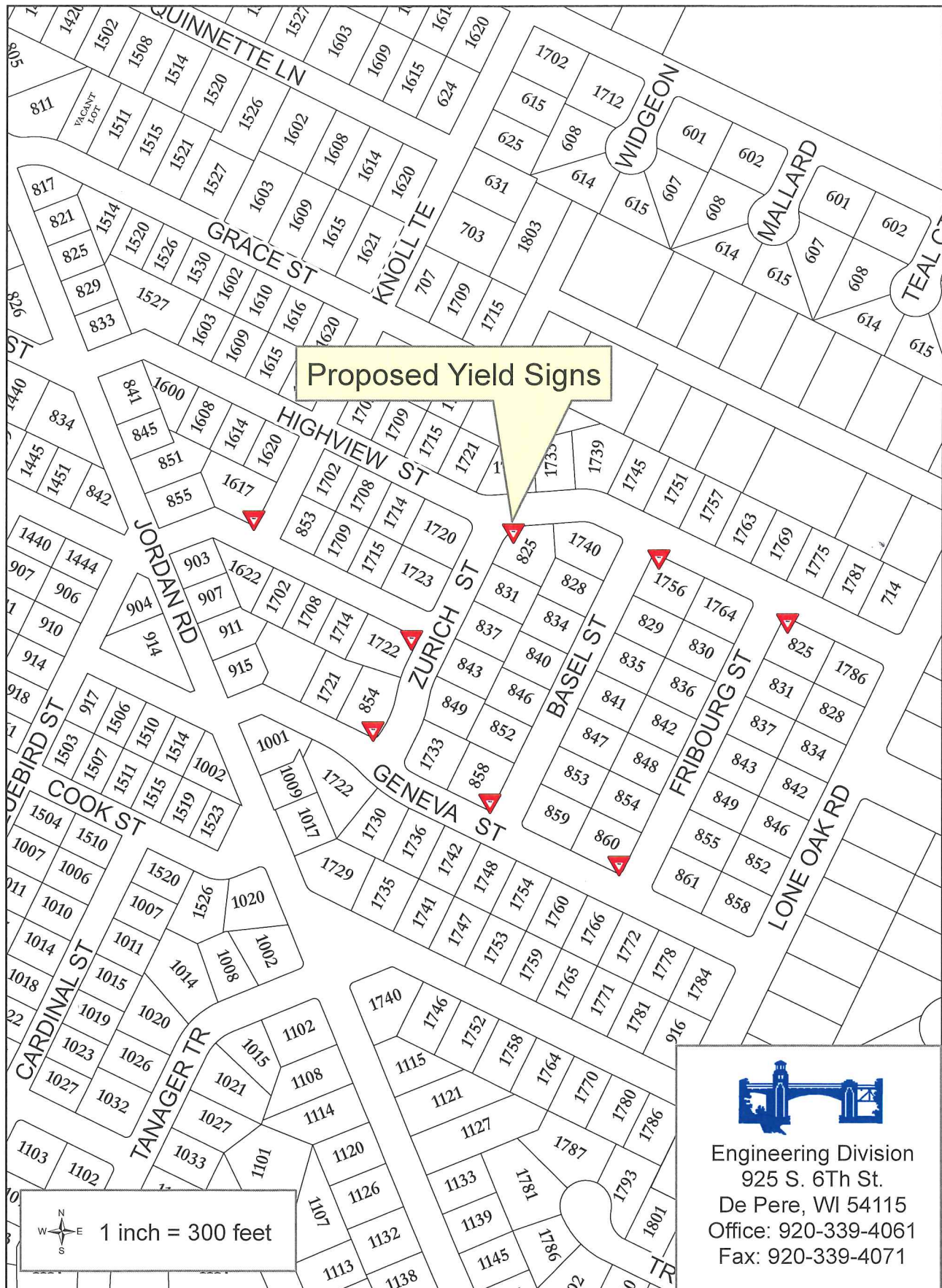
Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____



Engineering Division
 925 S. 6th St.
 De Pere, WI 54115
 Office: 920-339-4061
 Fax: 920-339-4071

Reid Street

10.c

115

Nicolet

Unit 1

110

2 Hour Parking from
102' West of 3rd St Right-of-Way
to 4th St Right-of-Way

No Parking from
102' West of 3rd St Right-of-Way
to 3rd St Right-of-Way

No Parking from
4th St Right-of-Way to 39' East

2 Hour Parking from
39' East of 4th St Right-of-Way
to 44' West of 3rd St Right-of-Way

No Parking from
44' West of 3rd St Right-of-Way
to 3rd St Right-of-Way

325

305



1 inch = 60 feet



Engineering Division
925 S. 6Th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4074

Packet Pg. 32

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

MEETING DATE: April 21, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #15-17, Amending Section 10-5(a) De Pere Municipal Code Regarding Designation of City Offices.

ATTACHMENTS:

- Amending Section 10-5 Memo(PDF)
- Ord15-17 (DOCX)
- Ord 10-5 City Offices - Current Ordinance (DOCX)

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Amending §10-5 De Pere Municipal Code Regarding Designation of City Offices
Date: April 15, 2015

In December 2013, the City's dated Rules and Regulations were overhauled into the current Policy and Procedure Manual. At that time, it was determined that Department Head positions in the City should all be designated a 'City Office' in order to provide department level positions with the removal from office protections of Wis. Stats. §17.12. That statute provides that City officers that are appointed by the Mayor, subject to approval by the Common Council, are removable only for cause and only by the Council.

The Information Technology position is the only current department head position not listed as a City officer in §10-5(a). Therefore, the attached ordinance amendment is necessary in conjunction with the appointment of Steven Massey as the City's new IT Administrator.

If you have any questions regarding this matter, please feel free to contact me or Human Resources Director Shannon Metzler.

JSL:jld

c: Lawrence Delo, City Administrator
Shannon Metzler, Human Resources Director
H:\dupont\Memos\2015\Mayor & CC-city offices-4-15-15-148-005-09.docx

ORDINANCE #15-17

AMENDING SECTION 10-5(a) DE PERE MUNICIPAL CODE
REGARDING DESIGNATION OF CITY OFFICES

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

SECTION 1: Section 10-5(a) *Offices created; enumeration* is hereby amended by adding the following department head position to the City offices listed therein: Information Technology Administrator.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of April, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

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

Attachment: Ord15-17 (3326 : Ordinance #15-17, Amending Section 10-5(a) De Pere Municipal Code)

CURRENT ORDINANCE

Sec. 10-5. Selection and tenure of certain city officers.

- (a) *Offices created; enumeration.* The offices of the city: building inspector/assistant city assessor; health officer/director; city attorney/assistant city administrator; finance director; director of parks, recreation and forestry; director of public works; assistant city engineer; street superintendent; human resources director; director of planning and economic development; and city engineer are hereby created. All officers shall be appointed by the mayor, subject to confirmation by the common council.

- (b) *Process for selection of officers.* The finance/personnel committee shall establish the procedures to be utilized in the selection of all city officers referenced in this section, including the clerk and city administrator, upon the recommendation of the human resources director and/or the city administrator. In determining the process for selection, the finance/personnel committee may establish, among other things, the method for publicizing the position, the selection process to be used, the composition of any selection committee to be utilized, as well as reviewing the job description for the position and all qualifications for the office.

- (c) *Term of office for offices other than city administrator.*
 - (1) All officers except the city administrator shall serve a probationary period established by the finance/personnel committee. During the probationary period, the appointee shall be subject to dismissal by the common council for any cause or for no cause. Upon successful completion of probation, the officer's term shall be of an indefinite duration, subject to suspension or dismissal by the common council for cause. Wis. Stats. §§ 17.12 and 17.16 shall apply with respect to the removal or suspension of all officers named in this section after successful completion of the probationary period.
 - (2) City assessor. The common council shall, by resolution, appoint upon such terms and conditions as it deems advisable and favorable to the city, a corporation or an independent contractor to the office of city assessor. The corporation or independent contractor so appointed shall designate the person responsible for the assessment, who shall comply with all certification, oath, affidavit, and other requirements of state statutes.
 - (3) Term of office for city administrator. The city administrator shall serve no definite term and shall serve at the pleasure of the common council. The city administrator may be removed by the common council for any reason or for no reason upon a three-fourths vote of the elected membership of the common council.

- (c) *Duties.* The duties of all officers named in this section shall be established by the creation of a job description establishing duties and responsibilities, requisite knowledge, skills and abilities, and minimum education and experience required for each such office. Such job description shall be drafted by the human resources director and/or city administrator and presented to the finance/personnel committee for review and approval. The duties provided in such approved job description shall be the duties of that particular city office, provided that nothing in this chapter is meant to limit the duties and authority vested in a city office by state statute, which authority and duties shall flow to the office as provided by state law. In addition, it is understood that any city officer may be required to perform duties outside of the officer's job description and statutory authority upon specific direction by the mayor, city administrator or common council.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Confirmation of Appointment To Position of IT Administrator
Effective May 4, 2015

Please see the attached memo from the Mayor appointing Steven Massey as the new IT Director.

ATTACHMENTS:

- confirmation.of IT Admin 2015 (DOC)

Memo

City of De Pere

To: Members of the Common Council

From: Michael Walsh, Mayor

RE: Confirmation of Appointment To Position of Information Technology Administrator Effective May 4, 2015

Date: April 15, 2015

The Human Resources Department has completed the recruitment and selection process for the Information Technology Administrator position. Based on the interview panel's recommendation, I would like to appoint Steven Massey to the position of Information Technology Administrator, and I am asking for your confirmation.

Steven is currently the Enterprise LAN/WAN Administrator for Paper Converting Machine Company. In this position, Steven is responsible for the enterprise wide Cisco network including planning, design, installation, maintenance and management. Additionally, Steven is responsible for negotiating with vendors the purchase, design and implementation of new technologies as well as the planning, design, approval, installation, maintenance, and management of new technologies. Steven received his Associate Degree in Network Specialist from NWTC.

Based on his background, we believe Steven will be a tremendous asset to the De Pere community, and we are excited to have him on our team.

If you have any questions regarding this confirmation, I would ask that you contact me in advance of the meeting. I can be reached at 339-4040.

Thank you.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-37, Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Wis. Stats. §66.0703, Sidewalk and Driveway Aprons on Lawrence Drive from County Clare to Scheuring Road.

Recommendation

The Board of Public Works recommends the adoption of the preliminary resolution to the Common Council to schedule a public hearing. All properties should be included in the assessment schedule. Property owners who have the sidewalk constructed by June 30th, 2015 will be removed from the assessment.

The City has been working on the design of sidewalk along Lawrence Drive from the Southwest Park to Scheuring Road. In 2014, the Board and Council approved the proposed timeline of construction of sidewalk on the east and west side of Lawrence Drive from County Clare to Scheuring Road in 2015. The budget passed by Council included funding for sidewalk and associated improvements thru a combination of special assessments and City costs.

The project approach for costs on the sidewalk is as that all costs directly associated to the installation of the sidewalk will be included in the assessment. This includes standard quantities and costs that other residents in the City are charged when new sidewalk is installed such as the concrete sidewalk, the crushed aggregate base course for the sidewalk, and restoration of the lawn one to two feet on either side of the sidewalk. The sidewalk through the driveway is proposed to be assessed back to the property owner. Other costs that are not standard when new sidewalk is installed and assessed on a street reconstruction project or new sidewalk in a new development are included in the costs to be funded by the City. These costs included asphalt and concrete driveway replacements due to grade, curb and gutter repairs, sidewalk ramps, lawn restoration beyond normal limits, yard drain installation, retaining walls, and right of way acquisition.

Gravel driveway aprons that are adjacent to the sidewalk will be replaced with concrete. The cost of upgrading the driveway apron will be assessed back to the property owner receiving the benefit. This follows the standard for gravel driveway aprons on other projects in the City.

A map of the assessment boundary and parcels being assessed is included.

Background Information

This has been an ongoing project for several years. In 2008, the Board of Public Works approved the installation of sidewalk on Lawrence Drive from Scheuring Road to the south city limits. In 2009, a public information meeting was held to provide information to the property owners on the sidewalk. From this meeting, residents requested additional details on driveway matches and property impacts. The proposed sidewalk installation was not taken to the Council for action.

The proposed design of Lawrence Drive was discussed in detail last year. Staff held a meeting with residents, presented information to the Board of Public Works, and the Common Council. Based on this, sidewalk was scheduled for 2015. Right of way needs were identified, appraisals completed, and acquisition negotiations are ongoing.

From those meetings last year, several updates were made to the design/funding based on comments received from the public on the project including:

- Addition of sidewalk on both sides of Lawrence Drive within the limits.
- City funding of construction not directly related to the sidewalk.
- Adjusting sidewalk location to minimize tree impacts.
- Extending the time for property owners to construct their own sidewalk until June 30th, 2015.

The owners of properties included in the assessment have been notified several times about this project, as far back as 2008. Specific notifications over the last year include:

- June 9, 2014 - Letter Notification of Public Information Meeting and Survey Information
- June 18, 2014 - Public Information Meeting
- July 3, 2014 - Letter Notification of Board of Public Works Meeting
- July 7, 2014 - Board of Public Works Meeting
- July 30, 2014 - Letter Notification of Council Meeting
- August 5, 2014 - Common Council Meeting
- October 16, 2014 - Letter Notification on Survey and Appraisal (Property Owners with Right of Way Acquisition)
- November 19, 2014 - Letter Notification for Permit Right of Entry (Property Owners with Right of Way Acquisition)
- February 13, 2015 - Letter Notification to Meet to Discuss Appraisals (Property Owners with Right of Way Acquisition)
- March 27, 2015 - Letter Notification for Project Update and Upcoming Meetings.
- April 10, 2015 - Letter Notification of Board of Public Works Meeting

Survey of Property Owners

Staff has had discussions with property owners, as well as sending out a survey in the area to gather input on the sidewalk in 2014. While the majority of property owners facing new construction of sidewalk are opposed to the project, the majority of property owners responding to the survey in the residential area south of Southbridge Road are in favor of the sidewalk. A summary of results to the survey from 2014 is as follows:

In Favor	Opposed	Neutral
139	15	2

A summary of responses along with a map identifying the location of responses has been included.

Facility Need

Lawrence Drive is an arterial street from Fortune Avenue to Scheuring Road. Streets identified as arterial are those with higher traffic volumes in the City. For high volume streets, it is important to provide facilities for pedestrians. A map has been included identifying the arterials in the City, along with those that have sidewalk (green) and those that do not (red). As can be seen on the map, the majority of streets that have been urbanized (curb and gutter versus ditches), have sidewalk.

Connectivity

The City has been a proponent of sidewalk and pedestrian friendly facilities. One important component to sidewalk is connectivity. The proposed sidewalk along Lawrence Drive will provide future connectivity between the residential areas along Lawrence Drive on the south with the commercial development to the north.

A map has been included showing the existing sidewalk in the City. The majority of the City has sidewalk. As can be seen on the map, there is a significant gap in sidewalk between the residential development along Lawrence Drive and the areas to the north.

Municipal Code

In addition to the items discussed above, the City Municipal Code addresses the installation of sidewalk in the City. Sec. 22-5. *Construction and repair of streets and sidewalks*, of the Code states the following:

(d) Sidewalks required constructed. Sidewalks shall be constructed according to the specifications as set forth in subsection (b) of this section. The board of public works shall, at least annually, review those areas where sidewalks have not been constructed to determine the need for such construction for the safety of all citizens and recommend to the common council the installation of sidewalks in such areas. In reviewing the need for such construction of sidewalks, the board and common council shall consider the following factors: thoroughfares, connector streets, connection with public facilities such as schools and parks, pedestrian and vehicular safety and topographic consideration. Upon such recommendation the common council may require installation pursuant to Wis. Stats. § 66.0907.

Sidewalk along Lawrence Drive conforms to the requirements of the Code in that it provides pedestrian facilities on an arterial street, which would be considered a connector street, provides future connections with public facilities (Southwest Park) and between residential and commercial areas, and pedestrian and vehicular safety.

ATTACHMENTS:

- Reso15-37 (DOCX)

- Lawrence_Schedule_B (PDF)
- Lawrence_Schedule_C (PDF)
- Lawrence_Schedule_D (PDF)
- LawrencePublicComment_7-23-2014 (PDF)
- LawrenceSidewalk_7-23-2014(PDF)
- SidewalkOverview2015 (PDF)
- Lawrence_Assessment_Boundary (PDF)

RESOLUTION #15-37

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER WIS. STATS. §66.0703,
SIDEWALK AND DRIVEWAY APRONS ON LAWRENCE DRIVE FROM COUNTY CLARE
ROAD TO SCHEURING ROAD

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

1. That the Common Council hereby declares its intention to exercise its police powers and levy special assessments pursuant to Wis. Stats. §66.0703, for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include sidewalk. Said improvements shall be constructed and the properties benefiting there from are contained in the following described areas or abutting streets:

SIDEWALK AND DRIVEWAY APRONS – LAWRENCE DRIVE

East and West side of Lawrence Drive from County Clare Road to Scheuring Road

2. The total assessed against such districts shall not exceed the total cost of the improvements. The assessment for sidewalk and driveway aprons includes the concrete, excavation, crushed aggregate base course and landscape restoration two feet on either side of the sidewalk or apron. The driveway apron assessment is for existing gravel driveways that are paved with concrete. The Common Council determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on each unit for sidewalk and/or driveway apron.

3. No parcel shall be assessed under this Resolution if the property owner has completed installation of sidewalk in compliance with City Standard Construction Specifications on or before June 30, 2015.

4. The assessments against any parcel shall be paid as follows:

- (a) In cash within 30 days of invoice; or
- (b) In ten (10) annual installments, together with interest on the unpaid balance at the Common Council established rate in effect on the date the final Resolution levying such assessments is adopted; or
- (c) Upon transfer of ownership of any parcel or part of a parcel against which assessments are levied. If title to part of such parcel is transferred, only such assessments that are attributable to part transferred shall become due and payable upon transfer.

5. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:

- (a) Preliminary plans and specifications for said improvements;
- (b) An estimate of the entire cost of the proposed improvements;
- (c) A schedule of the proposed assessments;
- (d) A statement that the property against which the assessments are proposed is benefited.

After compiling such report, the Director of Public Works is directed to file a copy thereof in the City Clerk-Treasurer's office for public inspection.

6. Upon receiving the report of the Board of Public Works, the Clerk Treasurer is directed to give a Class I notice of public hearing on such report as specified in Wis. Stats. §66.60. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the Clerk-Treasurer in accordance with the aforementioned statutory provision.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

SCHEDULE B
LAWRENCE DRIVE SIDEWALK AND DRIVEWAY APRONS
COUNTY CLARE ROAD TO SCHEURING ROAD
ESTIMATE OF COST OF PROPOSED IMPROVEMENTS
April 10, 2015

SIDEWALK CONSTRUCTION - 4" CONCRETE

No.	Item	Cost	Unit	Cost Per SF	Cost per LF (5' Width)
	4-Inch Concrete	\$38.50	/SY	\$4.28	\$21.39
	Excavation	\$12.00	/CY	\$0.30	\$1.79
	Base Course	\$15.00	/TON	\$0.37	\$2.20
Sub-Total					\$25.38
Contingency					\$1.27
Technical, Legal, and Administration					\$5.08
Total Estimated Cost Per Foot - Assessable					\$31.72

SIDEWALK CONSTRUCTION - 6" CONCRETE AT DRIVEWAYS

No.	Item	Cost	Unit	Cost Per SF	Cost per LF (5' Width)
	6-Inch Concrete	\$44.00	/SY	\$4.89	\$24.44
	Excavation	\$12.00	/CY	\$0.30	\$1.79
	Base Course	\$15.00	/TON	\$0.37	\$2.20
Sub-Total					\$28.43
Contingency					\$1.42
Technical, Legal, and Administration					\$5.69
Total Estimated Cost Per Foot - Assessable					\$35.54

SIDEWALK CONSTRUCTION - 8" CONCRETE AT DRIVEWAYS

No.	Item	Cost	Unit	Cost Per SF	Cost per LF (5' Width)
	8-Inch Concrete	\$55.00	/SY	\$6.11	\$30.56
	Excavation	\$12.00	/CY	\$0.52	\$3.11
	Base Course	\$15.00	/TON	\$0.56	\$3.33
Sub-Total					\$37.00
Contingency					\$1.85
Technical, Legal, and Administration					\$7.40
Total Estimated Cost Per Foot - Assessable					\$46.25

DRIVEWAY APRON CONSTRUCTION - 6" CONCRETE

No.	Item	Cost	Unit	Cost Per SF
	6-Inch Concrete	\$44.00	/SY	\$4.89
	Excavation	\$12.00	/CY	\$0.44
	Base Course	\$15.00	/TON	\$0.56
Sub-Total				\$5.89
Contingency				\$0.29
Technical, Legal, and Administration				\$1.18
Total Estimated Cost Per Foot - Assessable				\$7.36

DRIVEWAY APRON CONSTRUCTION - 8" CONCRETE

No.	Item	Cost	Unit	Cost Per SF
	8-Inch Concrete	\$55.00	/SY	\$6.11
	Excavation	\$12.00	/CY	\$0.52
	Base Course	\$15.00	/TON	\$0.56
Sub-Total				\$7.19
Contingency				\$0.36
Technical, Legal, and Administration				\$1.44
Total Estimated Cost Per Foot - Assessable				\$8.98

SCHEDULE C
LAWRENCE DRIVE SIDEWALK AND DRIVEWAY APRONS
COUNTY CLARE ROAD TO SCHEURING ROAD
PROPOSED ASSESSMENT RATES
April 10, 2015

FRONT FOOT CALCULATION

Improvement	Total Cost
4" Concrete Sidewalk	\$31.72
6" Concrete Sidewalk	\$35.54
8" Concrete Sidewalk	\$46.25

SQUARE FOOT CALCULATION

Improvement	Total Cost
6" Concrete Driveway	\$7.36
8" Concrete Driveway	\$8.98

PROBABLE PROJECT FINANCING FOR ASSESSABLE SIDEWALK

Description	Cost/ LF
4" Concrete Sidewalk	\$31.72
6" Concrete Sidewalk	\$35.54
8" Concrete Sidewalk	\$46.25

PROBABLE PROJECT FINANCING FOR ASSESSABLE DRIVEWAY

Description	Cost/SF
6" Concrete Driveway	\$7.36
8" Concrete Driveway	\$8.98

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: SIDEWALK AND DRIVEWAY APRONS
 LOCATION - LAWRENCE DRIVE - COUNTY CLARE TO SCHEURING ROAD

COST PER UNIT - SIDEWALK

COST PER UNIT - SIDEWALK				SIDEWALK						DRIVEWAY APRONS				
				\$31.55 (PER FRONT FOOT - 4" DEPTH)		\$35.54 (PER FRONT FOOT - 6" DEPTH)		\$46.25 (PER FRONT FOOT - 8" DEPTH)		\$7.36 (PER SQUARE FOOT - 6" DEPTH)		\$8.98 (PER SQUARE FOOT - 8" DEPTH)		
LOT NO.	LOT FRONTAGE	ASSESSABLE FRONTAGE	SIDEWALK ASSESSMENT-4"		SIDEWALK ASSESSMENT-6" AT DRIVEWAY		SIDEWALK ASSESSMENT-8"AT DRIVEWAY		DRIVEWAY APRON ASSESSMENT-6"		DRIVEWAY APRON ASSESSMENT-8"		TOTAL ASSESSMENT	
PROPERTY OWNER	PROPERTY ADDRESS PARCEL NUMBER		UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST		
NICHOLAS R HOPF 3071 LOST DAUPHIN RD DE PERE, WI 54115-9178	2156 LAWRENCE DR WD-L183-2	163.71	163.71	141.71	\$4,470.95	22	\$781.88	0	\$0.00		\$0.00	\$0.00	\$5,252.83	
ST. MARK EVANGELICAL LUTHERAN CHURCH 2066 LAWRENCE DR DE PERE WI 54115-9421	2066 LAWRENCE DR WD-L281-3	798.82	798.82	748.82	\$23,625.27	50	\$1,777.00	0	\$0.00		\$0.00	\$0.00	\$25,402.27	
PAUL & SUSAN BOUGIE 2108 LAWRENCE DR DE PERE WI 54115-8129	2108 LAWRENCE DR WD-L281-1	323.79	323.79	287.79	\$9,079.77	36	\$1,279.44	0	\$0.00		\$0.00	\$0.00	\$10,359.21	
DAVID N COLLINS 2168 LAWRENCE DR DE PERE WI 54115-9420	2168 LAWRENCE DR WD-L436-1	150	150	140	\$4,417.00	10	\$355.40	0	\$0.00		\$0.00	\$0.00	\$4,772.40	
KURT & MICHELLE CICHY 2138 LAWRENCE DR DE PERE WI 54115-9420	2138 LAWRENCE DR WD-L183-3	216.15	210.83	185.83	\$5,862.94	25	\$888.50	0	\$0.00		\$0.00	\$0.00	\$6,751.44	
JAMES R & DONAJANE C BRASCH 2115 LAWRENCE DR DE PERE WII 54115-8127	2115 LAWRENCE DR WD-D0041	174.7	174.7	160.7	\$5,070.09	14	\$497.56	0	\$0.00		\$0.00	\$0.00	\$5,567.65	
RICHARD & WENDY J BAETEN 2137 LAWRENCE DR DE PERE WI 54115-8128	2137 LAWRENCE DR WD-D0041-1	263.76	263.76	238.76	\$7,532.88	25	\$888.50	0	\$0.00		\$0.00	\$0.00	\$8,421.38	
JAMES J & KATHLEEN C VANDENBOOGARD 2694 JOYFUL ACRES LN ABRAMS WI 54101-9724	1594 RED MAPLE RD WD-D0042	164.26	164.26	164.26	\$5,182.40	0	\$0.00	0	\$0.00		\$0.00	\$0.00	\$5,182.40	
BEST BUILT INC 3100 HOLMGREN WAY GREEN BAY WI 54304-5720	RED MAPLE RD WD-L183-4	469.45	456.39	456.39	\$14,399.10	0	\$0.00	0	\$0.00		\$0.00	\$0.00	\$14,399.10	
ROBERT J TERHAR 1849 LEMON LN DE PERE WI 54115-9419	1849 LEMON LN WD-L437-12	233.82	233.82	233.82	\$7,377.02	0	\$0.00	0	\$0.00		\$0.00	\$0.00	\$7,377.02	
JERRY J & SHERI A GERONDALE 1842 LEMON LN DE PERE WI 54115-9419	1842 LEMON LN WD-L437-1	223	223	203	\$6,404.65	20	\$710.80	0	\$0.00	206	\$1,516.16	\$0.00	\$8,631.61	
SCOTT G SORENSON 2294 LAWRENCE DR DE PERE WI 54115-9418	2294 LAWRENCE DR WD-L439-6	116.94	116.94	116.94	\$3,689.46	0	\$0.00	0	\$0.00	276	\$2,031.36	\$0.00	\$5,720.82	

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: SIDEWALK AND DRIVEWAY APRONS
 LOCATION - LAWRENCE DRIVE - COUNTY CLARE TO SCHEURING ROAD

COST PER UNIT - SIDEWALK

COST PER UNIT - SIDEWALK				SIDEWALK						DRIVEWAY APRONS				
				\$31.55 (PER FRONT FOOT - 4" DEPTH)		\$35.54 (PER FRONT FOOT - 6" DEPTH)		\$46.25 (PER FRONT FOOT - 8" DEPTH)		\$7.36 (PER SQUARE FOOT - 6" DEPTH)		\$8.98 (PER SQUARE FOOT - 8" DEPTH)		
LOT NO.	LOT FRONTAGE	ASSESSABLE FRONTAGE	SIDEWALK ASSESSMENT-4"		SIDEWALK ASSESSMENT-6" AT DRIVEWAY		SIDEWALK ASSESSMENT-8"AT DRIVEWAY		DRIVEWAY APRON ASSESSMENT-6"		DRIVEWAY APRON ASSESSMENT-8"		TOTAL ASSESSMENT	
PROPERTY OWNER	PROPERTY ADDRESS PARCEL NUMBER		UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST		
DOUGLAS L THOMPSON & MARCIA M LA LUZERNE 2284 LAWRENCE DR DE PERE WI 54115-9418	2284 LAWRENCE DR WD-L439-3	292.45	292.45	267.45	\$8,438.05	25	\$888.50	0	\$0.00	206	\$1,516.16	\$0.00	\$10,842.71	
ROBBIE L & JENNIFER T REINKE 2357 LAWRENCE DR DE PERE WI 54115	2357 LAWRENCE DR WD-L488-1	100	100	84	\$2,650.20	16	\$568.64	0	\$0.00	152	\$1,118.72	\$0.00	\$4,337.56	
CONSTRUCTION RESOURCES C/O MIKE FLEMING 1251 SCHEURING RD, UNIT B DE PERE WI 54115-1003	2341 LAWRENCE DR WD-1692	100	72.93	72.93	\$2,300.94	0	\$0.00	0	\$0.00		\$0.00	\$0.00	\$2,300.94	
ANDREWS RETIREMENT LLC 2385 LAWRENCE DR DE PERE WI 54115-8070	2385 LAWRENCE DR WD-L487	466.3	466.3	401.3	\$12,661.02	40	\$1,421.60	25	\$1,156.25		\$0.00	280	\$2,514.40	\$17,753.27
HUMANA INSURANCE COMPANY C/O KEVIN L ROSENTHAL 1100 EMPLOYERS BLVD GREEN BAY WI 54344	LAWRENCE DR WD-364-D-502	33.01	25.5	25.5	\$804.53	0	\$0.00	0	\$0.00		\$0.00	\$0.00	\$804.53	
HUMANA INSURANCE COMPANY C/O KEVIN L ROSENTHAL 1100 EMPLOYERS BLVD GREEN BAY WI 54344	WD-364-D-502-2	273.53	273.53	273.53	\$8,629.87	0	\$0.00	0	\$0.00		\$0.00	\$0.00	\$8,629.87	
HUMANA INSURANCE COMPANY C/O KEVIN L ROSENTHAL 1100 EMPLOYERS BLVD GREEN BAY WI 54344	WD-364-D-502-3	403.27	367.47	367.47	\$11,593.68	0	\$0.00	0	\$0.00		\$0.00	\$0.00	\$11,593.68	
HUMANA INSURANCE COMPANY C/O KEVIN L ROSENTHAL 1100 EMPLOYERS BLVD GREEN BAY WI 54344	WD-D0034	1639.82	1639.82	1607.32	\$50,710.95	32.5	\$1,155.05	0	\$0.00		\$0.00	\$0.00	\$51,866.00	
GEORGE A & SHARON R THORNE 315 JEFFERSON ST GREEN BAY WI 54301-4522	2101 LAWRENCE DR WD-D0045-1	210	210	179	\$5,647.45	31	\$1,101.74	0	\$0.00		\$0.00	\$0.00	\$6,749.19	
IPC PROPERTIES LLC PO BOX 5790 DE PERE WI 54115-5790	1801 LAWRENCE DR WD-364-D-504-1	700	700	603	\$19,024.65	0	\$0.00	97	\$4,486.25		\$0.00	\$0.00	\$23,510.90	
LAWRENCE DRIVE PROPERTIES LLC P O BOX 11237 GREEN BAY WI 54307-1237	LAWRENCE DR WD-364-D-504	260.72	260.72	260.72	\$8,225.72	0	\$0.00	0	\$0.00		\$0.00	\$0.00	\$8,225.72	
GLADYS M STOWE 2275 LAWRENCE DR DE PERE WI 54115-9418	2275 LAWRENCE DR WD-L490-1	125	125	107	\$3,375.85	18	\$639.72	0	\$0.00	154	\$1,133.44	\$0.00	\$5,149.01	

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: SIDEWALK AND DRIVEWAY APRONS
 LOCATION - LAWRENCE DRIVE - COUNTY CLARE TO SCHEURING ROAD

COST PER UNIT - SIDEWALK

COST PER UNIT - SIDEWALK				SIDEWALK						DRIVEWAY APRONS				
				\$31.55 (PER FRONT FOOT - 4" DEPTH)		\$35.54 (PER FRONT FOOT - 6" DEPTH)		\$46.25 (PER FRONT FOOT - 8" DEPTH)		\$7.36 (PER SQUARE FOOT - 6" DEPTH)		\$8.98 (PER SQUARE FOOT - 8" DEPTH)		
LOT NO.	LOT FRONTAGE	ASSESSABLE FRONTAGE	SIDEWALK ASSESSMENT-4"		SIDEWALK ASSESSMENT-6" AT DRIVEWAY		SIDEWALK ASSESSMENT-8"AT DRIVEWAY		DRIVEWAY APRON ASSESSMENT-6"		DRIVEWAY APRON ASSESSMENT-8"		TOTAL ASSESSMENT	
PROPERTY OWNER	PROPERTY ADDRESS PARCEL NUMBER		UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST		
COMMUNITY FIRST CREDIT P O BOX 1487 APPLETON WI 54912-1487	1700 LAWRENCE DR WD-1849	441.26	204.79	167.79	\$5,293.77	10	\$355.40	27	\$1,248.75	\$0.00		\$0.00	\$6,897.92	
LD PROPERTIES IV LLC P O BOX 11237 GREEN BAY WI 54307-1237	1724 LAWRENCE DR WD-364-D-501-2	367.11	241.5	234	\$7,382.70	7.5	\$266.55	0	\$0.00	\$0.00		\$0.00	\$7,649.25	
LD PROPERTIES IV LLC P O BOX 11237 GREEN BAY WI 54307-1237	WD-1850	339.81	313.58	313.58	\$9,893.45	0	\$0.00	0	\$0.00	\$0.00		\$0.00	\$9,893.45	
WEST DE PERE CLINIC LLC P O BOX 23400 GREEN BAY WI 54305-3400	1800 LAWRENCE DR WD-364-D-502-1	284	135	130	\$4,101.50	5	\$177.70	0	\$0.00	\$0.00		\$0.00	\$4,279.20	
ENCOMPASS CHILD CARE INC P O BOX 1627 GREEN BAY WI 54305-1627	2000 LAWRENCE DR WD-D0038	396.13	382.19	338.19	\$10,669.89	44	\$1,563.76	0	\$0.00	\$0.00		\$0.00	\$12,233.65	
RUTHANNE DAHLKE & JOSHUA J PETERSON 2034 LAWRENCE DR DE PERE WI 54115-9418	2034 LAWRENCE DR WD-L281-3-2	214.75	214.75	196.25	\$6,191.69	18.5	\$657.49	0	\$0.00	\$0.00		\$0.00	\$6,849.18	
BENJAMIN D & STACEY M KLEMP 2042 LAWRENCE DR DE PERE WI 54115	2042 LAWRENCE DR WD-L281-3-4	85.16	85.16	85.16	\$2,686.80	0	\$0.00	0	\$0.00	\$0.00		\$0.00	\$2,686.80	
RATHERN & KATHRANLY THAO 2050 LAWRENCE DR DE PERE WI 54115-9421	2050 LAWRENCE DR WD-L281-3-1	95	95	75	\$2,366.25	20	\$710.80	0	\$0.00	\$0.00		\$0.00	\$3,077.05	
JAMES NEUMAN 2056 LAWRENCE DR DE PERE WI 54115-9421	2056 LAWRENCE DR WD-L281-3-3	179.91	179.91	162.91	\$5,139.81	17	\$604.18	0	\$0.00	\$0.00		\$0.00	\$5,743.99	
VHC INC 3090 HOLMGREN WAY GREEN BAY WI 54304-5736	2071-2079 LAWRENCE DR WD-1047	520	520	493.5	\$15,569.93	26.5	\$941.81	0	\$0.00	\$0.00		\$0.00	\$16,511.74	
DDH LLC C/O DEARTEAGA INC N982 CRAFTMEN DR GREENVILLE WI 54942-8077	LAWRENCE DR WD-1051	360.91	354.34	354.34	\$11,179.43	0	\$0.00	0	\$0.00	\$0.00		\$0.00	\$11,179.43	
DDH LLC C/O DEARTEAGA INC N982 CRAFTMEN DR GREENVILLE WI 54942-8077	2001 LAWRENCE DR WD-1048	323.59	323.59	323.59	\$10,209.26	0	\$0.00	0	\$0.00	\$0.00		\$0.00	\$10,209.26	
BALTUSROL LEASING LLC P O BOX 38490 CHARLOTTE NC 28278-1008	1420 FORTUNE AVE WD-364-D-504-2	223.55	215.88	215.88	\$6,811.01	0	\$0.00	0	\$0.00	\$0.00		\$0.00	\$6,811.01	

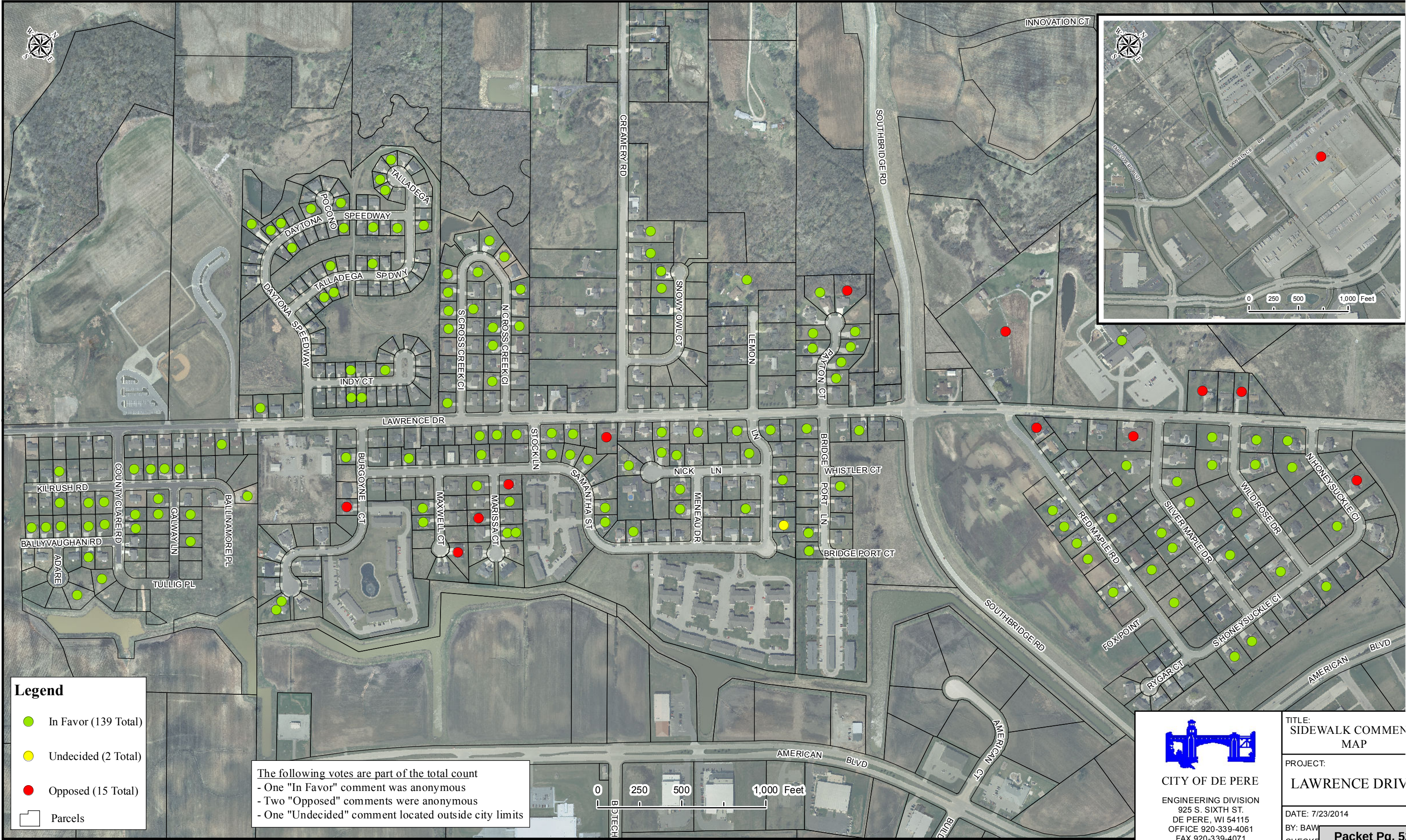
SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
 PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: SIDEWALK AND DRIVEWAY APRONS
 LOCATION - LAWRENCE DRIVE - COUNTY CLARE TO SCHEURING ROAD

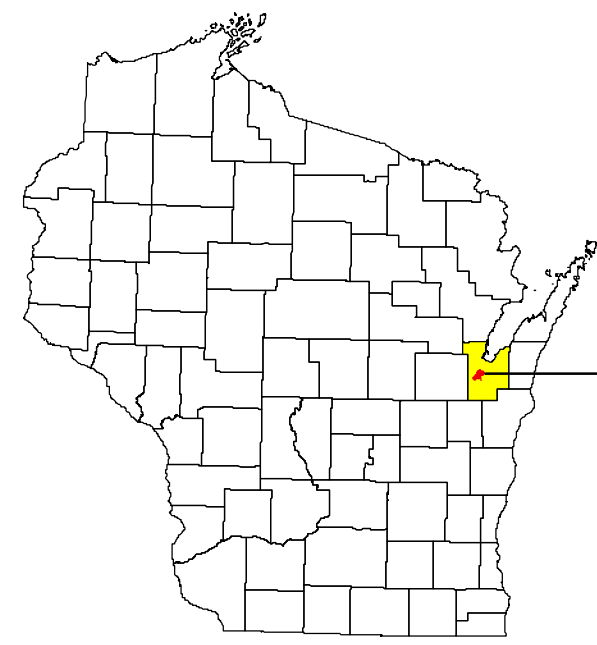
COST PER UNIT - SIDEWALK

COST PER UNIT - SIDEWALK				SIDEWALK						DRIVEWAY APRONS					
				\$31.55 (PER FRONT FOOT - 4" DEPTH)		\$35.54 (PER FRONT FOOT - 6" DEPTH)		\$46.25 (PER FRONT FOOT - 8" DEPTH)		\$7.36 (PER SQUARE FOOT - 6" DEPTH)		\$8.98 (PER SQUARE FOOT - 8" DEPTH)			
LOT NO. PROPERTY ADDRESS PARCEL NUMBER		LOT FRONTAGE	ASSESSABLE FRONTAGE	SIDEWALK ASSESSMENT-4"		SIDEWALK ASSESSMENT-6" AT DRIVEWAY		SIDEWALK ASSESSMENT-8"AT DRIVEWAY		DRIVEWAY APRON ASSESSMENT-6"		DRIVEWAY APRON ASSESSMENT-8"		TOTAL ASSESSMENT	
PROPERTY OWNER				UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST	UNIT	COST		
SPIRIT SPE PORTFOLIO 2006-1 LLC 700 PILGRIM WAY GREEN BAY WI 54304-5263		1067.7	1067.7	925.7	\$29,205.84	0	\$0.00	142	\$6,567.50	\$0.00		\$0.00		\$35,773.34	
SPIRIT SPE PORTFOLIO 2006-1 LLC 700 PILGRIM WAY GREEN BAY WI 54304-5263		76.09	36	36	\$1,135.80	0	\$0.00	0	\$0.00	\$0.00		\$0.00		\$1,135.80	
LOST DAUPHIN PROPERTIES P O BOX 12057 GREEN BAY WI 54307-2057		75	75	0	\$0.00	11	\$390.94	64	\$2,960.00	\$0.00		\$0.00		\$3,350.94	
TOTAL			12258.13	11,379.13	\$359,012	524.00	\$18,623	355.00	\$16,419	994.00	\$7,316	280.00	\$2,514	\$403,883.50	

LAWRENCE DRIVE - PROPOSED SIDEWALK ADDITIONS

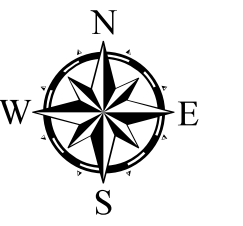
RESIDENT COMMENTS RECIEVED VIA SIDEWALK COMMENT FORM REGARDING SIDEWALK INSTALLATION ALONG LAWRENCE DRIVE





Sidewalks Along Arterial Roads

City of De Pere, Wisconsin



PROPOSED LAWRENCE SIDEWALK

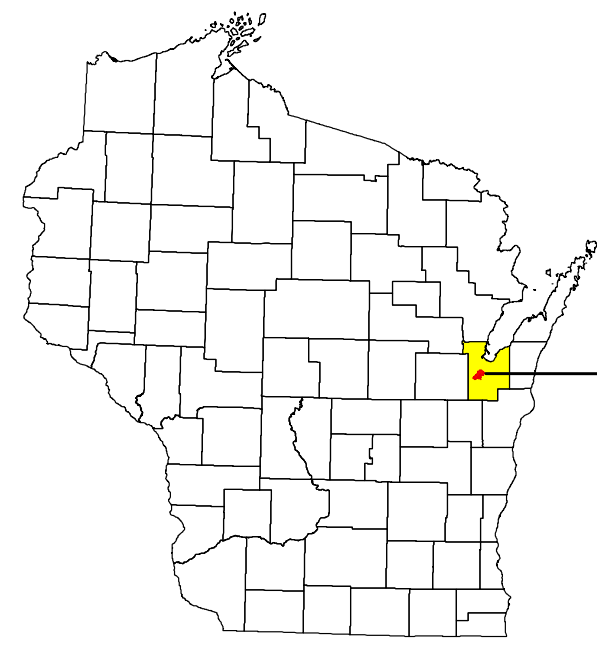
Legend

- Arterial Roads with Sidewalks
- Arterial Roads
- City of De Pere Boundary

0 0.25 0.5 1 Miles

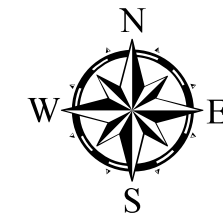


TITLE:
Transportation Classification
PROJECT:
Sidewalk Exhibit
DATE: 7/23/2014
BY: BAW
CHECKED:



Sidewalk Locations

City of De Pere, Wisconsin

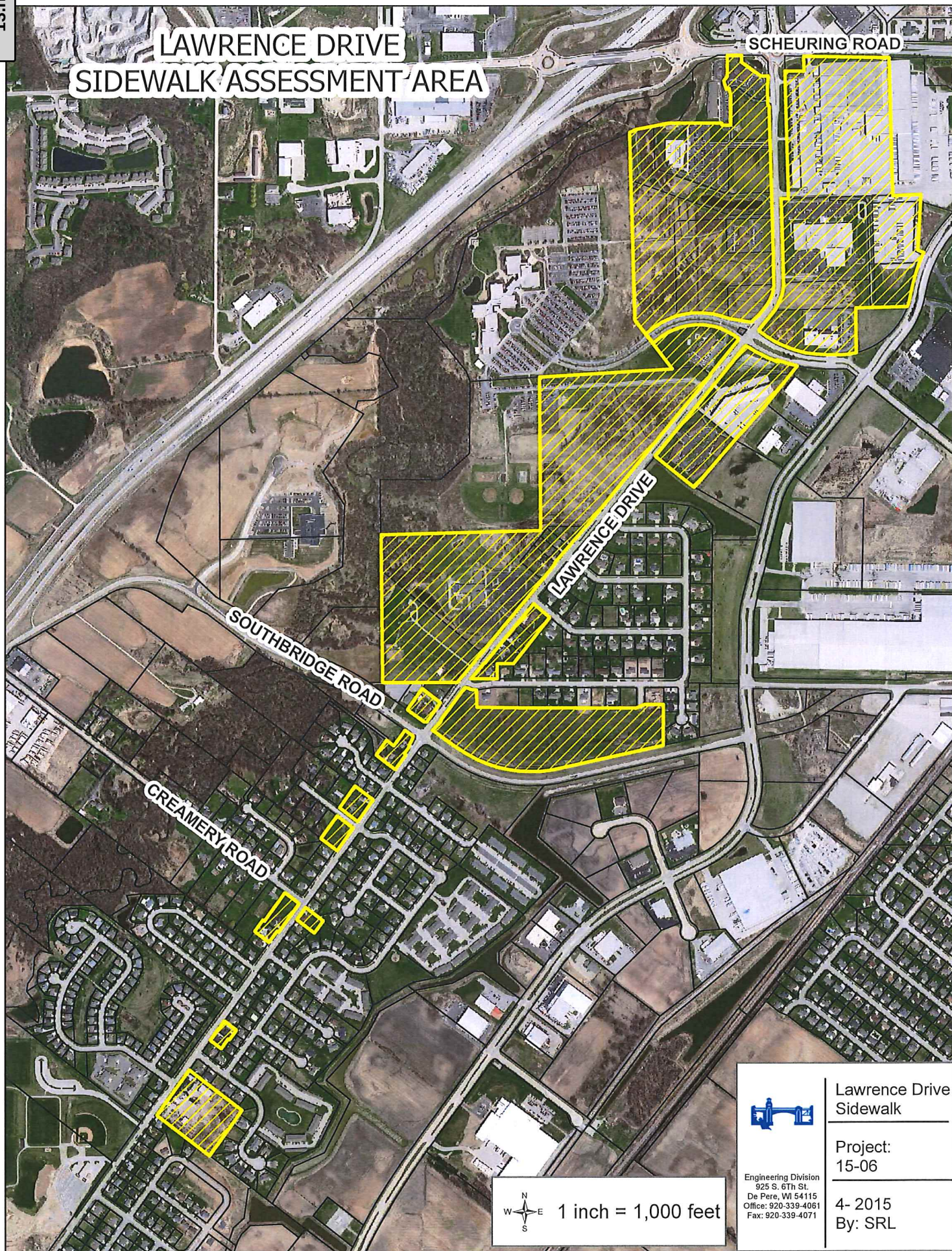


- Legend**
-  Roads with Sidewalks
 -  City of De Pere Boundary



 CITY OF DE PERE ENGINEERING DIVISION 925 S. SIXTH ST. DE PERE, WI 54115 OFFICE 920-339-4061 FAX 920-339-4071	TITLE: Exhibit A
	PROJECT: Proposed Sidewalk
	DATE: 4/9/15 BY: BAW CHECKED:

LAWRENCE DRIVE SIDEWALK ASSESSMENT AREA



Lawrence Drive
Sidewalk

Project:
15-06

4- 2015
By: SRL

Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

1 inch = 1,000 feet

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution # 15-38, Ordering Installation of Sidewalks at Various Locations.

Recommendation

The Board of Public Works recommends ordering sidewalk installation for 2015 under Wisconsin Statutes §66.0907(3) at the following locations:

- a. 2105 to 2111 Ryan Road on Ryan Road
- b. 2100 to 2120 Broadway on Killarny Trail

Background and Discussion

The City has developed a policy of installing sidewalks throughout the majority of the City. Attached is the map showing areas designated by the City for sidewalk installation. City Ordinance Section 22.5 (d) states the following;

“Sidewalks required constructed. Sidewalks shall be constructed according to the specifications as set forth in subsection (b) of this section. The board of public works shall, at least annually, review those areas where sidewalks have not been constructed to determine the need for such construction for the safety of all citizens and recommend to the common council the installation of sidewalks in such areas. In reviewing the need for such construction of sidewalks, the board and common council shall consider the following factors: thoroughfares, connector streets, connection with public facilities such as schools and parks, pedestrian and vehicular safety and topographic consideration.”

Staff has identified several areas that should be considered for sidewalk installation in 2015. The areas recommended for sidewalk installation are in the City’s 2015 sidewalk program which is east of the Fox River, south of Charles Street, and west of Jordan/Ontario. The specific areas include two apartment complexes and a City Park. Sidewalk was required on the plat for these properties. For the apartment complexes, the sidewalk is usually installed at the time of construction.

The specific locations along with the justification area as follow:

Location	Purpose
----------	---------

2105 to 2111 Ryan Road - Apartments	Lot has been developed.
2100 to 2120 Broadway Street (On Killarny Trail)	Lot has been developed.

The preliminary estimate for the 2015 assessments is \$31.72 per linear foot for 4" thick sidewalk and \$35.52 per linear foot for 6" thick sidewalk at driveways.

ATTACHMENTS:

- Reso15-38 (DOCX)
- Sidewalk_Order_Locations (PDF)
- Recommended_Sidewalk_Location_Map (PDF)
- Wis Stat 660907 (PDF)

RESOLUTION #15-38

ORDERING INSTALLATION OF SIDEWALKS
AT VARIOUS LOCATIONS

WHEREAS, the Board of Public Works reviews the installation of sidewalks adjacent to undeveloped and other lots on a yearly basis; and

WHEREAS, on April 13, 2015, the Board of Public Works reviewed the need for sidewalk installation in City right-of-way adjacent to certain lots within the City; and

WHEREAS, the Board of Public Works recommends ordering in such sidewalk along the terms and conditions as set forth below:

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere hereby orders the owners of the below described properties to comply with and install sidewalks in the public right-of-way adjacent to the below listed premises in accordance with the Standards and Specifications for the Construction of Sidewalks adopted by the City Council, a copy of which shall be served upon each property owner listed herein:

Owner/Owner Address	Parcel #	Address
Gerald & Gloria Bigelow 1216 N Buchanan St Green Bay, WI 54303	ED-2737	2105-2111 Ryan Road
Gerald & Gloria Bigelow 1216 N Buchanan St Green Bay, WI 54303	ED-2738	2100-2120 S Broadway Street (Sidewalk to be installed on Killarny Trail)

BE IT FURTHER ORDERED THAT:

Such sidewalks shall be installed on or before July 1, 2015.

BE IT FURTHER ORDERED THAT:

Should the owner of the properties subject to this order fail or neglect to install such sidewalk in accordance with the Standards referenced above, the City shall cause such work to be done at the expense of the owner. If the City does such work and the owner fails to pay the City for the work so performed within thirty (30) days of invoice thereof, the City shall place the costs of such installation as a special charge against the tax roll for such property under Wis. Stats. §66.0627.

Resolution #15-38

Page 2 of 2

A copy of this order shall be served upon each property owner identified herein as provided in Wis. Stats. §66.0907(3).

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of April, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

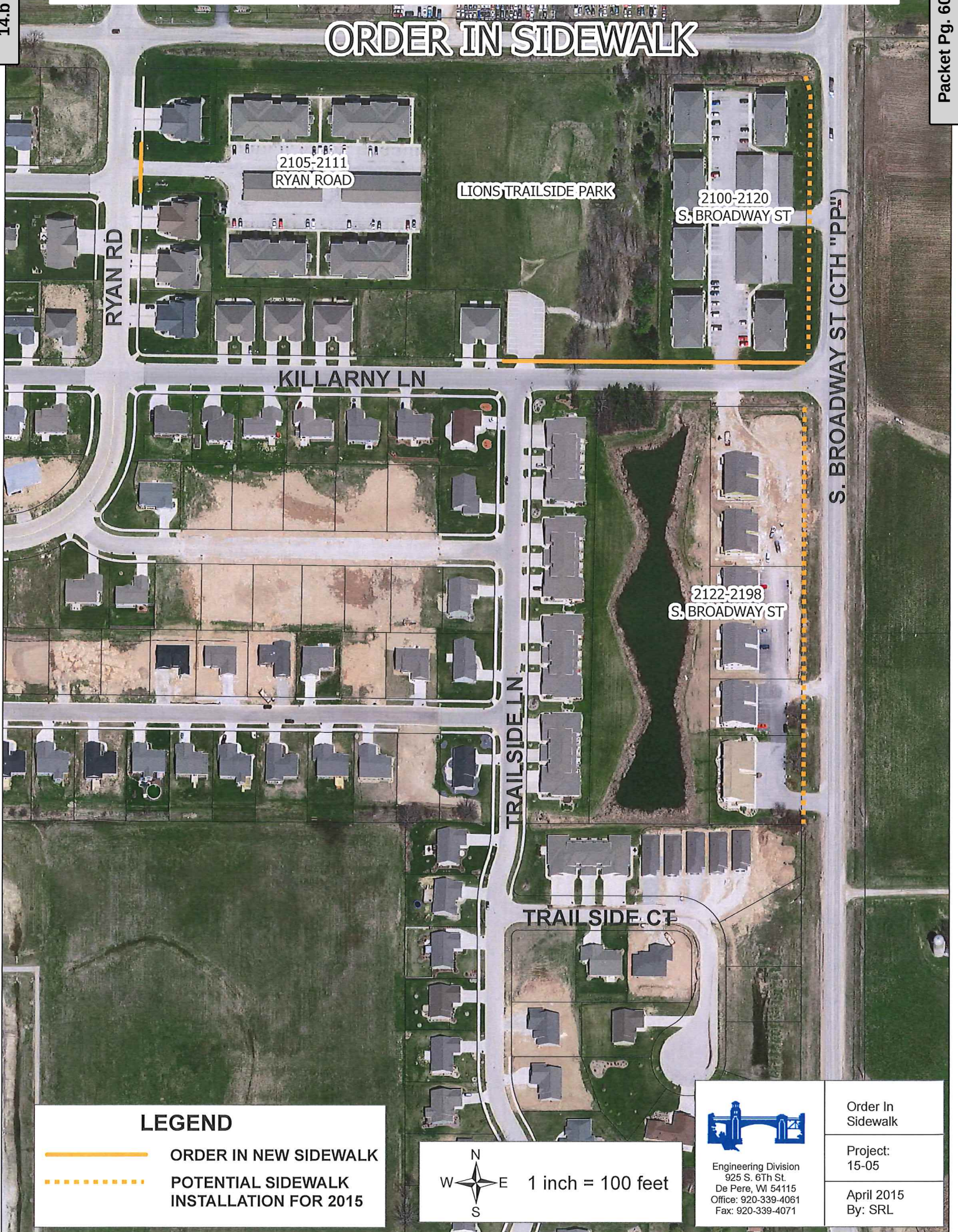
Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-38 (3304 : Resolution #15-38, Ordering New Sidewalk Installation)

ORDER IN SIDEWALK

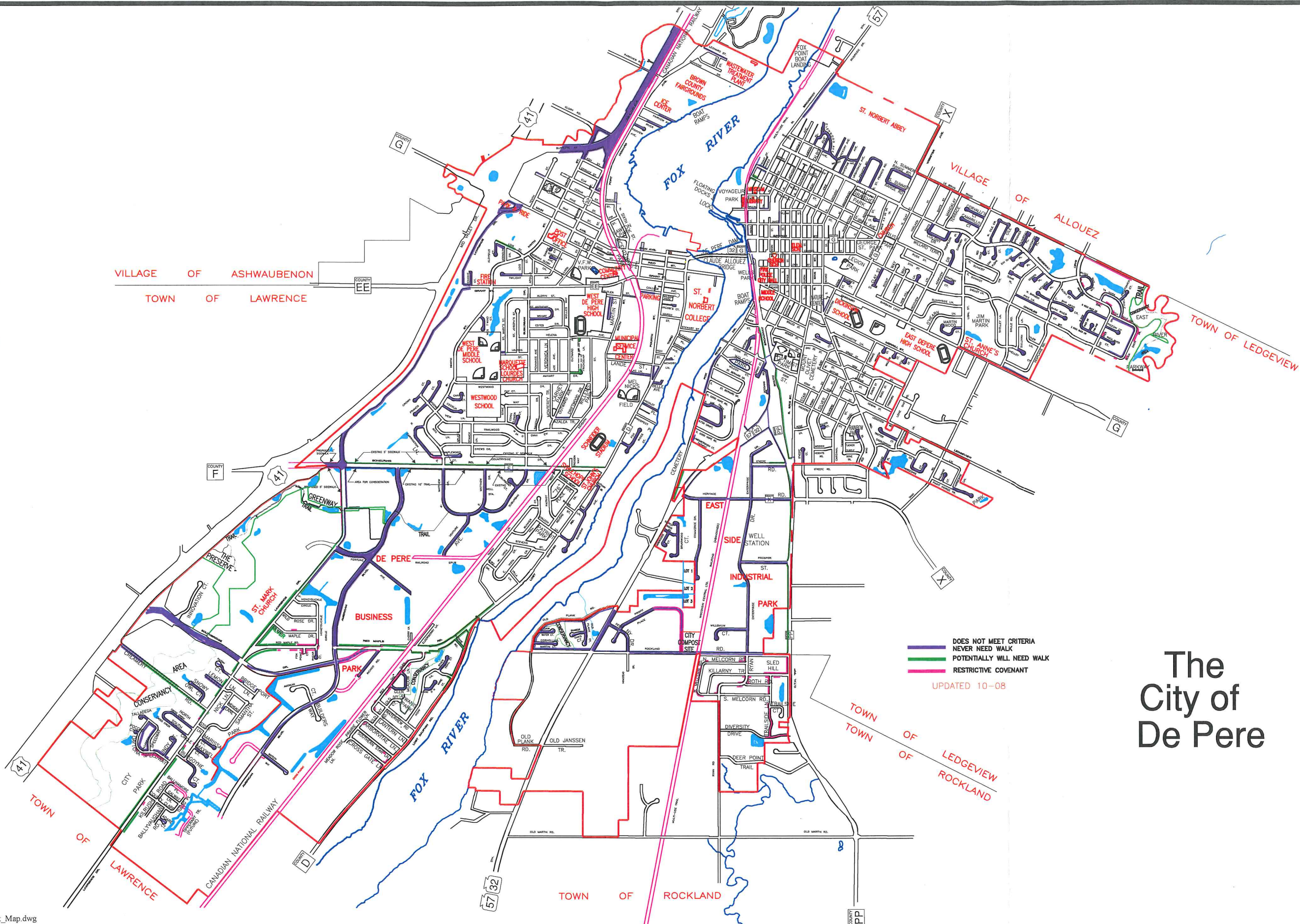


Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4061
Fax: 920-339-4071

Order In
Sidewalk

Project:
15-05

April 2015
By: SRL



The City of De Pere

CITY OF DE PERE

ENGINEERING DIVISION 925 S SIXTH ST DE PERE WI 54115

CITY SIDEWALKS

NAME:	BY:	DATE:	REVISIONS / ISSUES			
PROJECT #:			NO.	DATE	BY	REMARKS

Attachment: Recommended Sidewalk Location Map (3304 : Resolution #15-38, Ordering New Sidewalk Installation)

(e) The department shall promulgate rules to administer this subsection.

History: 1971 c. 154, 307; 1973 c. 181; 1977 c. 29; 1985 a. 159; 1989 a. 56, 228; 1991 a. 316; 1993 a. 112, 399; 1995 a. 27 ss. 3318, 3319, 9130 (4); 1995 a. 215; 1997 a. 3, 35; 1999 a. 70; 1999 a. 150 s. 335; Stats. 1999 s. 66.0903; 1999 a. 186 ss. 51 to 60; 2009 a. 28, 276; 2011 a. 32, 259.

Cross-reference: See also chs. DWD 290 and 294, Wis. adm. code.

The liability of a prime contractor for damages to employees of a subcontractor under s. 779.14 (2) did not include wage penalties under s. 66.293 (3) [now sub. (11)]. Consent to be a named party under sub. (3) [now sub. (11)] may occur after one year if the action is for damages under this section in the name of the plaintiffs and other similarly situated employees and was filed within the one-year time period. *Strong v. C.I.R., Inc.* 184 Wis. 2d 619, 516 N.W.2d 719 (1994).

In determining whether a project constitutes a public work, each project must be evaluated separately considering the character, ownership, use, and maintenance of the project, and whether the work is being done for the appropriate municipality. *Elliott v. Morgan*, 214 Wis. 2d 253, 571 N.W.2d 866 (Ct. App. 1997), 96–1904.

Individual employees have a strong privacy interest in their names, particularly when coupled with their occupation, wages and hours, and place of employment, and the public has a strong interest in protecting that privacy. That public interest substantially outweighs the public interest favoring disclosure of the names in a public records request for wage records of private employees performing a government contract subject to this section. *Kraemer Brothers, Inc. v. Dane County*, 229 Wis. 2d 86, 599 N.W.2d 75 (Ct. App. 1999), 98–3061.

ERISA does not preempt the prevailing wage law. *State v. Phillips*, 2000 WI App 184, 238 Wis. 2d 279, 617 N.W.2d 522, 99–3197.

This section is inapplicable to a private corporation contracting for a medical center. 61 Atty. Gen. 426.

Typical turnkey projects financed by industrial development revenue bonds under s. 66.521 [now s. 66.1103] are not subject to s. 66.293 (3) [now sub. (3)], concerning prevailing wage rates. 63 Atty. Gen. 145.

Municipalities are subject to sub. (3) on contracts for any project of public works, even if done by the turnkey method. 64 Atty. Gen. 100.

Wisconsin's Prevailing Wage Laws: Why They Have Been Preempted by the Employee Retirement Income Security Act. *Fulton*. 80 MLR 269 (1997).

66.0905 Pedestrian malls. After referring the matter to the plan commission for report under s. 62.23 (5), or the town zoning committee under s. 60.61 (4), and after holding a public hearing on the matter with publication of a Class 1 notice of the hearing, the governing body of any city or village, or any town board acting under s. 60.61 or 60.62, may by ordinance designate any street, road or public way or any part of a street, road or public way wholly within its jurisdiction as a pedestrian mall and prohibit or limit vehicular traffic in the pedestrian mall. Creation of a pedestrian mall under this section does not constitute a discontinuance or vacation of the street, road or public way under s. 66.1003 or 236.43.

History: 1993 a. 246; 1999 a. 150 s. 345; Stats. 1999 s. 66.0905.

66.0907 Sidewalks. (1) **PART OF STREET; OBSTRUCTIONS.** Streets shall provide a right-of-way for vehicular traffic and, where the council requires, a sidewalk on either or both sides of the street. The sidewalk shall be for the use of persons on foot, and no person may encumber the sidewalk with boxes or other material. The sidewalk shall be kept clear for the use of persons on foot.

(2) **GRADE.** If the grades of sidewalks are not specially fixed by ordinance, the sidewalks shall be laid to the established grade of the street.

(3) **CONSTRUCTION AND REPAIR.** (a) *Authority of council.* The council may by ordinance or resolution determine where sidewalks shall be constructed and establish the width, determine the material and prescribe the method of construction of standard sidewalks. The standard may be different for different streets. The council may order by ordinance or resolution sidewalks to be laid as provided in this subsection.

(b) *Board of public works.* The board of public works may order any sidewalk which is unsafe, defective or insufficient to be repaired or removed and replaced with a sidewalk in accordance with the standard fixed by the council.

(c) *Notice.* A copy of the ordinance, resolution or order directing the laying, removal, replacement or repair of sidewalks shall be served upon the owner, or an agent, of each lot or parcel of land in front of which the work is ordered. The board of public works, or either the street commissioner or the city engineer if so requested by the council, may serve the notice. Service of the notice may be made by any of the following methods:

1. Personal delivery.

2. Certified or registered mail.

3. Publication in the official newspaper as a class 1 notice, under ch. 985, together with mailing by 1st class mail if the name and mailing address of the owner or an agent can be readily ascertained.

(d) *Default of owner.* If the owner neglects for a period of 20 days after service of notice under par. (c) to lay, remove, replace or repair the sidewalk the city may cause the work to be done at the expense of the owner. All work for the construction of sidewalks shall be let by contract to the lowest responsible bidder except as provided in s. 62.15 (1).

(e) *Minor repairs.* If the cost of repairs of any sidewalk in front of any lot or parcel of land does not exceed the sum of \$100, the board of public works, street commissioner or city engineer, if so required by the council, may immediately repair the sidewalk, without notice, and charge the cost of the repair to the owner of the lot or parcel of land, as provided in this section.

(f) *Expense.* The board of public works shall keep an accurate account of the expenses of laying, removing and repairing sidewalks in front of each lot or parcel of land, whether the work is done by contract or otherwise, and report the expenses to the comptroller. The comptroller shall annually prepare a statement of the expense incurred in front of each lot or parcel of land and report the amount to the city clerk. The amount charged to each lot or parcel of land shall be entered by the clerk in the tax roll as a special tax against the lot or parcel of land and collected like other taxes upon real estate. The council by resolution or ordinance may provide that the expense incurred may be paid in up to 10 annual installments and the comptroller shall prepare the expense statement to reflect the installment payment schedule. If annual installments for sidewalk expenses are authorized, the city clerk shall charge the amount to each lot or parcel of land and enter it on the tax roll as a special tax against the lot or parcel each year until all installments have been entered, and the amount shall be collected like other taxes upon real estate. The council may provide that the street commissioner or city engineer perform the duties imposed by this section on the board of public works.

(5) **SNOW AND ICE.** The board of public works shall keep the sidewalks of the city clear of snow and ice in all cases where the owners or occupants of abutting lots fail to do so, and the expense of clearing in front of any lot or parcel of land shall be included in the statement to the comptroller required by sub. (3) (f), in the comptroller's statement to the city clerk and in the special tax to be levied. The city may also impose a fine or penalty for neglecting to keep sidewalks clear of snow and ice.

(6) **REPAIR AT CITY EXPENSE.** The council may provide that sidewalks shall be kept in repair by and at the expense of the city or may direct that a certain proportion of the cost of construction, reconstruction or repair be paid by the city and the balance by abutting property owners.

(7) **RULES.** The council may by ordinance implement the provisions of this section, regulate the use of the sidewalks of the city and prevent their obstruction.

(10) **APPLICATION OF SECTION; DEFINITIONS.** The provisions of this section do not apply to 1st class cities but apply to towns and villages, and when applied to towns and villages:

(a) "Board of public works" means the committee or officer designated to handle street or sidewalk matters.

(b) "City" means town or village.

(c) "Comptroller" means clerk.

(d) "Council" means town board or village board.

History: 1975 c. 172, 356, 421, 422; 1979 c. 32; 1983 a. 189, 532; 1991 a. 316; 1993 a. 490; 1999 a. 150 s. 542; Stats. 1999 s. 66.0907.

A city cannot delegate its primary responsibility to maintain its sidewalks, nor delegate or limit its primary liability by ordinance. *Kobelinski v. Milwaukee & Suburban Transport Corp.* 56 Wis. 2d 504, 202 N.W.2d 415 (1972).

The defendant property owners' failure to remove snow and ice from sidewalks in violation of a municipal ordinance did not constitute negligence per se. *Hagerty v. Village of Bruce*, 82 Wis. 2d 208, 262 N.W.2d 102 (1978).

A city, exercising its police power, can impose a special tax on properties for the cost of installing a sidewalk on an adjacent city right-of-way without showing that

66.0907 MUNICIPAL LAW

Updated 13–14 Wis. Stats. 110

the properties would be benefited. *Stehling v. City of Beaver Dam*, 114 Wis. 2d 197, 336 N.W.2d 401 (Ct. App. 1983).

66.0909 Curb ramping. (1) The standard for construction of curbs and sidewalks on each side of a city or village street, or a connecting highway or town road for which curbs and sidewalks have been prescribed by the governing body of the town, city or village having jurisdiction, shall include curb ramping providing access to crosswalks at intersections and other designated locations. Curb ramping includes the curb opening, the ramp and that part of the sidewalk or apron leading to and adjacent to the curb opening. Any person constructing new curbs or sidewalks or replacing curbs or sidewalks within 5 feet of a legal crosswalk in any city street, village street, connecting highway or town road shall comply with the standards for curb ramping under this section.

(3) Curb ramps shall conform to the following requirements:

(a) Curb ramping shall be of permanent construction. The ramp shall be at least 40 inches wide. The sides of the ramp shall slope from the sidewalk or apron elevations to the ramp elevation with the widest portion of the side slope not less than 18 inches nor more than 24 inches wide at the curb. The ramp slope may not exceed one inch vertical to 12 inches horizontal from the flow line elevation of the curb. The curb opening shall be not less than 40 inches nor more than 80 inches wide at the flow line of the curb. The taper of the curb from the top of the curb to the flow line of the curb at the curb opening shall be not less than 18 inches nor more than 24 inches wide. The ramp shall be bordered on both sides and on the curb line with a 4-inch-wide yellow stripe or with brick of a contrasting color.

(b) Curb ramping shall be in one of the following locations, to provide access to each end of each crosswalk affected:

1. At the center of the curve of the street corner to accommodate crossing for either direction at the intersection. The entire curb corner may not be made into a ramp, but shall provide for standard sidewalk apron and curb on both sides of a ramp. Any safety zone marking required by ordinance shall be provided in the street or town road 40 inches out and parallel with the curb, joining with the standard safety pedestrian crossing markings in the street or town road;

2. If subd. 1. is not feasible, centered on line with the crosswalk and pedestrian traffic and containing surface texturing to indicate clearly to the sense of touch that the surface differs from that of the sidewalk or street. The surface texturing shall consist of linear impressions one-fourth of an inch to three-eighths of an inch deep, oriented to provide a uniform pattern of diamond shapes. The diamond shapes shall measure approximately 1 1/4 inches wide by 2 1/4 inches long, with the length of the diamond shape parallel to the direction of pedestrian movement. The diamond shapes shall be spaced one-fourth of an inch to three-eighths of an inch apart. This surface texture may be achieved by impressing and removing expanded metal regular industrial mesh into the surface of the ramp while the concrete is in a plastic state; or

3. If both subds. 1. and 2. are not feasible, at a suitable location as near to the crosswalk as practicable. Any safety zone markings required by ordinance shall be provided in the street or town road 40 inches out and parallel with the curb, joining with the standard safety pedestrian crossing markings in the street or town road.

(5) The district attorney, on his or her own motion or upon the complaint of any person, may bring an action in circuit court to enforce this section.

(6) If any person constructs a new or replacement sidewalk or curb, other than the town, city or village with jurisdiction over the curbs or sidewalks, the town, city or village shall inform the person of the requirements of this section. The town, city or village may agree to construct, or bear the cost of constructing, curb

ramping required to provide access to sidewalks opposite the new or replacement curb or sidewalk.

History: 1971 c. 283; 1973 c. 98, 243; 1977 c. 29 s. 1654 (3); 1979 c. 272; 1991 a. 32; 1999 a. 150 s. 543; Stats. 1999 s. 66.0909.

66.0911 Laterals and service pipes. If the governing body by resolution requires water, heat, sewer and gas laterals or service pipes to be constructed from the lot line or near the lot line to the main or from the lot line to the building to be serviced, or both, it may provide that when the work is done by the city, village or town or under a city, village or town contract, a record of the cost of constructing the laterals or service pipes shall be kept and the cost, or the average current cost of laying the laterals or service pipes, shall be charged and be a lien against the lot or parcel served.

History: 1983 a. 532; 1999 a. 150 s. 545; Stats. 1999 s. 66.0911.

66.0913 City and county projects, individual or joint; revenue bonding. (1) (a) A county or city, or both jointly, may construct, purchase, acquire, develop, improve, operate or maintain a county or city building, or both jointly, for a courthouse, safety building, city hall, hospital, armory, library, auditorium and music hall, municipal parking lots or other parking facilities, or municipal center or any combination of the foregoing, or a University of Wisconsin college campus, as defined in s. 36.05 (6m), if the operation of the college campus has been approved by the board of regents of the University of Wisconsin System.

(b) The county board, common council, or both jointly, may, for any of its corporate purposes set forth in this subsection, issue bonds on which the principal and interest are payable from the income and revenues of the project financed with the proceeds of the bonds or with the proceeds together with the proceeds of a grant from the federal government to aid in the financing and construction of the project. In the case of municipal parking lots or other parking facilities the bonds may in addition be payable as to both principal and interest from income and revenues from other similar projects, parking meters, parking fees, or any other income or revenue obtained through parking, or any combination of these methods.

(c) The credit of the county, or city, or both jointly, may not be pledged to the payment of the bonds, but the bonds are payable only from the income and revenues described in par. (b) or the funds received from their sale or disposal. If the county board, or common council, or both jointly, so determine, the bonds shall be secured either by a trust indenture pledging the revenues or by a mortgage on the property comprising the project and the revenues from the project.

(2) The bonds or other evidences of indebtedness shall state on their face that the bonds are not a debt of the county, or city, or both jointly, and that the county or city, or both jointly, are not liable for the indebtedness. Any indebtedness created by this section is not an indebtedness of the county or city and shall not be included in determining the constitutional 5% debt limitations.

(3) The provisions of s. 66.0621 relating to the issuance of revenue bonds by cities for public utility purposes, insofar as applicable, and the provisions of ss. 67.08 (1) and 67.09 relating to the execution and registration of municipal obligations apply to the issuance of revenue bonds under this section.

History: 1971 c. 100 s. 23; 1977 c. 26; 1979 c. 89; 1983 a. 24; 1995 a. 225; 1997 a. 237; 1999 a. 150 s. 492; Stats. 1999 s. 66.0913.

66.0915 Viaducts in cities, villages and towns. (1) PRIVATE VIADUCTS IN CITIES, VILLAGES AND TOWNS. The privilege of erecting a viaduct above a public street, road, or alley, for the purpose of connecting buildings on each side, may be granted by the city council, village board, or town board upon the written petition of the owners of all the frontage of the lots and lands abutting the portion sought to be connected, and the owners of more than one-half of the frontage of the lots and lands abutting upon that portion of the remainder that lies within 2,650 feet from the ends of the

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #15-39, Authorizing Agreement for Contractor Services Between the City of De Pere and Giant Maintenance & Restoration, Inc. (2015 Hydrant Painting).

The Board of Public Works at the April 13, 2015 meeting recommended awarding the hydrant painting project to Giant Maintenance & Restoration, Inc. of Mundelein, IL, in the amount of \$71.35 per hydrant.

In the past, the City's fire hydrants have been painted by seasonal staff every summer. Over time there has been a buildup of paint that tends to occur in addition with rust build up occurring. Also, the fire department has requested the water department to paint the hydrants throughout the City to match the current fire code requirements. (See attached request). As a result of all this, staff felt it was in the City's best interest to hire a contractor to sand blast all hydrants to remove all rust and paint buildup and then spray paint the hydrants accordingly. This will be the second year of a four year program.

During our planning of this project, staff talked to other communities in the area to see if they had any hydrant painting plans for the upcoming year. It turns out that the City of Appleton, City of Green Bay, Manitowoc Public Utilities, Village of Hobart, and Village of Howard intended to do the same. Therefore, the City bid this project as a joint project with these communities. The intent of bidding the projects together were to try to achieve some cost savings for each municipality.

The City received the following bids (See attached summary) for the hydrant painting:

Giant Maintenance & Restoration, Inc. of Mundelein, IL = \$71.35 per hydrant

Joint Bid - Ferguson Waterworks Services of Appleton, WI &

Great Lakes Protective Coatings of Sturgeon Bay, WI = \$ 93.00 per hydrant

The 2015 water utility budget has \$50,000 allocated for hydrant painting.

ATTACHMENTS:

- Reso15-39 (DOCX)
- Giant (hydrant painting) 4-15-169-001-15 (DOCX)
- Exhibit A - Giant (PDF)
- Exhibit B - Giant (PDF)

RESOLUTION #15-39

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND GIANT MAINTENANCE & RESTORATION, INC.
(2015 Hydrant Painting)

WHEREAS, the City is in need of hydrant painting services; and

WHEREAS, Giant Maintenance & Restoration, Inc. has available and offers to provide personnel and equipment necessary to accomplish the hydrant painting services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Contractor Services Between the City of De Pere and Giant Maintenance & Restoration, Inc. (2015 Hydrant Painting) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of April, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND GIANT MAINTENANCE & RESTORATION, INC.
(2015 Hydrant Painting)**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Giant Maintenance & Restoration, Inc., a foreign corporation authorized to do business in Wisconsin ("Contractor").

WITNESSETH

WHEREAS, the City is in need of hydrant painting services; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to perform the hydrant painting services within the required time.

NOW THEREFORE, City and Contractor agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated March 6, 2015 (Exhibit A) and Contractors Proposal thereto dated March 27, 2015 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

II. SCOPE OF CONTRACTOR SERVICES

Contractor agrees to perform those services described in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

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

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

Contractor understands that, during the course of work under this contract, Contractor may become privy to confidential information of City. Contractor shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Contractor's work hereunder should be completed by October 2, 2015. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay their response time, Contractor shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay and the Contractor agrees to accept the per hydrant rates as provided in Exhibit B. Payment to the Consultant shall be made per the terms as identified in Exhibit A. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

IX. RESPONSIBILITY OF CONTRACTOR

The Contractor is employed to render a professional service only, and any payments made to the Contractor are compensation solely for such services rendered and recommendations made in carrying out the work. The Contractor shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

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

XI. INSURANCE

A. The Contractor shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Contractor. The limit of liability shall be \$1,000,000 or the total Contractor's fee on the project, whichever is greater.

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

Subcontracting any portion of the work to be performed under this project is not permitted.

XIV. ASSIGNMENT

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

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Contractor may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Contractor may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Contractor shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Contractor shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Contractor:

Giant Maintenance & Restoration, Inc.
Attention: Mark Giarrante
20678 W Ste Hwy 176
Mundelein, IL 60060

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

**GIANT MAINTENANCE &
RESTORATION, INC.**

By:

Mark Giarrante, President

CITY OF DE PERE

By:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2015\Giant (hydrant painting) 4-15-169-001-15.docx



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

March 6, 2015

Mark Giarrante
Giant Maintenance & Restoration, Inc.
300 N. Seymour Ave., Ste D
Mundelein, Illinois 60060

**RE: Request for Proposals
Hydrant Painting**

The City of Appleton, City of De Pere, City of Green Bay, Manitowoc Public Utilities, Village of Hobart, and Village of Howard are requesting a proposal from your firm to paint existing hydrants in each community. The work under this proposal includes providing labor, materials, and services associated with preparing, priming and painting approximately 50 hydrants in the City of Appleton, approximately 500 hydrants in the City of De Pere, approximately 1300 hydrants in the City of Green Bay, approximately 100 hydrants in the City of Manitowoc, approximately 70 hydrants in the Village of Hobart, and approximately 100 hydrants in the Village of Howard. All work must conform to the accepted practices for sandblasting and painting of hydrants and the proposal should reflect the necessary effort to perform this work and any additional efforts the firm feels are necessary to complete the project. Subcontracting is not permitted.

Scope of Work:

1. Workmanship

All work shall be done in a workmanlike manner so that the finished surfaces will be free from rust, bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks. All coats shall be applied in such a manner as to produce an even film of uniform thickness, completely coating all corners and crevices, including the undersides of nozzles and flanges.

All hydrant caps should be tightened down prior to blasting, preventing any damage or painting of the nozzle threads

2. Atmospheric Conditions

As specified, all paints shall be applied only to surfaces that are thoroughly dry and only under such combination of humidity and temperatures of the atmosphere and

surfaces to be painted as will cause evaporation rather than condensation. In no case, shall any paint be applied to moist or frosty surfaces.

3. Contractor Responsibilities

The contractor shall be responsible for all permits, blasting, painting, and disposal of debris associated with blasting, meeting all federal, state and local regulations and standards that are in any way applicable.

The contractor shall supervise and direct the work using his/her best skill and attention, and shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the work.

Contractor shall comply with all OSHA requirements.

All blasting and painting work will be done in containment.

The contractor shall provide protection to any sidewalk, driveway, surrounding paved areas, turf and/or landscaping, adjacent structures, and trees so sandblasting and spray primer/paint materials does not discolor or damage said sidewalk, driveway, surrounding paved areas, turf and/or landscaping, adjacent structures, and trees so. Any paint that adheres to adjacent surfaces must be cleaned off, especially sidewalks.

The contractor is responsible for two (2) additional attempts to sandblast, prime and paint any hydrants that are passed due to a hazard preventing contractor from completing the work during normal progress (i.e. car parked too close). The contractor shall notify the Water Foreperson before the end of each day regarding hydrants that have been passed over due to hazards.

The contractor is responsible to provide at all times, adequate traffic/pedestrian control per the Manual of Uniform Traffic Control Devices requirements. This shall include, but is not limited to, Public Works and/or Police Department notification of road closures, installation of signs, barricades, fencing, etc. protecting all hazards.

The contractor will provide the Water Utility 48 hours' notice prior to commencing any work. This notice will provide the dates and locations of the work being done, in order for the Water Utility to provide notification that may be necessary and to conduct an inspection upon completion of the work.

The contractor will notify the Water Utility of any accidents, injuries, or complaints by the general public to allow the Water Utility to follow up on these matters.

All other damages that occur will be the responsibility of the contractor to repair or replace.

4. Water Utility Responsibilities

The Water Utility of each municipality will provide street maps showing which hydrants are to be painted.

The Water Utility of each municipality will provide the contractor a list of hydrant with cap colors.

If the contractor feels a hydrant has lead based paint and was installed prior to 1985 then the contractor shall notify the Water Utility immediately. The contractor will then have the paint tested for lead. The Water Utility is responsible for all costs associated with testing the hydrants for the presents of Lead base paint. Payment for this work will be done under the bid item "Price per Hydrant for Lead Testing.

If the Lead test shows that Lead is detected, the Water Utility is responsible for all costs associated with disposing of the lead base paint waste. Payment for this work will be done under the bid item "Price per Hydrant for Lead Paint Disposal.

5. Surface Preparation

Brush-Off Blast Cleaning - Blast all surfaces to be coated using a non-silica type blasting media (or equal). Blasting must be done to the complete above-ground portion of the hydrant to assure removal of all rust and debris in accordance with SSPC-SP 6 (NACE 3), which is an abrasive blast with angular abrasive to remove all visible mill scale, rust, coating, oxides, corrosion products, and other foreign matter. Minimum surface profile is (1mil).

All metal/cast surfaces shall receive an abrasive blast that will remove paint, and rust from each hydrant that includes barrel, caps, and chains.

All blasting and painting work will be done in containment.

Contractor is responsible for cleanup of excess sandblast material from the sidewalk, driveway, surrounding paved areas, turf and/or landscaping. All blasting material from sandblast operations shall be removed from the site the same day it is placed. Under no circumstances will debris be left on the terrace areas over the weekend unless otherwise approved by the Water Utility.

6. Complete Primer Coating

Hydrants shall have all exposed above ground surfaces spray applied with Devran 224 QC Low Temperature Cure Epoxy Primer (or equal) applied to a minimum 5 mil dry film thickness immediately after sandblasting. Drying time between coats shall be as recommended by the paint manufacturer.

All primer painting work will be done in containment.

7. Hydrant Painting

All painting work will be done in containment.

The final hydrant painting shall be specified by the following community requirements.

City of Appleton:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Safety green, safety orange or safety red" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant. Contractor shall submit paint color samples for hydrants to the Appleton Public Works for approval prior to painting.

Hydrant Caps shall be all black as directed by the Water Utility. Paint materials shall be the same as the hydrant except for the color. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

City of De Pere:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Hazard Yellow" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be "Traffic Safety blue, "Traffic Safety" green, "Traffic Safety" orange, and "Traffic Safety" red. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

City of Green Bay:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devoe Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Hazard Yellow" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be "Traffic Safety blue, "Traffic Safety" green, "Traffic Safety" orange, and "Traffic Safety" red. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

Manitowoc Public Utilities:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devco Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Red" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be painted to match the hydrant. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

Village of Hobart:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devco Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Red" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be "Traffic Safety blue, "Traffic Safety" green, "Traffic Safety" orange, and "Traffic Safety" red. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color. Hydrant caps shall be painted in workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

Village of Howard:

Hydrants shall have all exposed above ground finish surfaces spray applied with Devco Devthane 379 UVA Aliphatic Urethane Gloss Enamel "Red" (or equal) applied to a 4 mil dry film thickness no less than 24 hours after primer application on each hydrant.

Hydrant Caps shall be color coded as directed by the Water Utility. The hydrant cap colors will be "Traffic Safety blue, "Traffic Safety" green, "Traffic Safety" orange, and "Traffic Safety" red. Contractor shall submit paint color samples for caps to the Water Utility for approval prior to painting the caps. Paint materials shall be the same as the hydrant except for the color. Hydrant caps shall be painted in

workmanlike manner so that the finished surfaces will be free from bare spots, runs, drips, ridges, waves, laps, and unnecessary brush marks.

8. Hours of Work

No work shall be performed prior to 7:00 a.m. and shall be completed by 5:00 p.m. Normal working days shall be Monday through Friday. No work will be allowed for any reason on Saturday, Sunday, or Holidays unless weather issues throughout the work requires Saturday work. Work on weekends or holidays must be approved by the Water Utility of each municipality.

9. Warranty

All work shall be warranted for a period of two (2) years from the date of final completion.

10. Payment

Payment shall be made when the following conditions have been met:

- 1) The Water Utility has inspected and has determined that all the specifications and conditions have been met to the Water Utility's satisfaction.
- 2) A detailed invoice is submitted to the individual Water Utility for the specific municipality showing which hydrants have been completed.

Schedule:

All hydrant painting for the City of Appleton, City of De Pere, City of Green Bay, Manitowoc Public Utilities, Village of Hobart, and Village of Howard shall be completed by October 2, 2015.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least five (5) references for hydrant painting done in the past two (2) years.
2. **Cost:** Firm shall submit prices on proposal sheets for each community provided with this proposal to complete all work mentioned above.

Sealed proposals marked "Hydrant Painting Bid" on envelope are to be delivered or mailed to:

Scott J. Thoresen P.E.,
 Director of Public Works
 City of De Pere
 925 South Sixth Street
 De Pere, WI 54115

All sealed proposals shall be received no later than 2 p.m. on Wednesday, April 8, 2015.

The City of Appleton, City of De Pere, City of Green Bay, Manitowoc Public Utilities, Village of Hobart, and Village of Howard reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the respective Village Boards, City Council, or Commission deems most favorable to the best interest of their community;

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS



Scott Thoresen, P.E.
 Director of Public Works

City of De Pere Water Utility 2015 Hydrant Painting Proposal

The following proposal is submitted to: City of De Pere Water Utility, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to sandblast, prime, and paint fire hydrants as specified.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices per hydrant to meet said requirements are as follows:

Price per Hydrant:	\$ 71.35
Price per Hydrant for Lead Testing:	\$ 25.00
Price per Hydrant for Lead Paint Disposal:	\$ 8.00
Brand of Paint:	Devoe
Product Name:	Devthane
Product Series :	379 uva
Brand of Primer:	Devoe
Product Name:	Devran
Product Series:	224HS

Name of Firm



Address of Firm

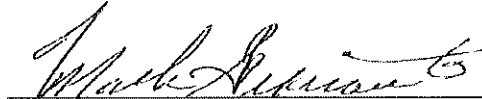
Telephone Number

847-388-3711

The undersigned bidder, being duly sworn, does depose and say that he is an authorized

representative of: GIANT MAINTENANCE & RESTORATION, INC

and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.


Signature of Bidder

3/27/15
Date

Mark Giarrante
Print or Type Name of Bidder

President
Title

Estimated Start Date: June 29

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Resolution #15-40, Authorizing Lease Agreement with Ricoh Business Solutions.

The Lease Agreement will be distributed at the April 21, 2015 Common Council meeting.

ATTACHMENTS:

- Reso15-40 (DOCX)
- copier memo (DOCX)
- Ricoh Quote Breakdown (PDF)

RESOLUTION #15-40

AUTHORIZING LEASE AGREEMENT WITH RICOH BUSINESS SOLUTIONS

WHEREAS, City Hall 2nd Floor, the Community Center, Fire Department and Municipal Service Center are all in need of new photocopiers; and

WHEREAS, Ricoh Business Solutions has available and offers to provide the photocopier equipment in accordance with the terms and conditions of their Lease Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute such Lease Agreement, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of April, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-40 (3289 : Resolution #15-40, Authorizing Lease Agreement with Ricoh Business Solutions)

To: Honorable Mayor and Members of the Finance Committee
From: Shana Defnet, Clerk - Treasurer
Date: April 6, 2015
Subject: Recommendation for Approval of 48-month Lease Agreement with Ricoh

I have attached three different quotes from three different vendors for a new lease agreement for copiers used by Second Floor City Hall, the Municipal Services Center, the Community Center, and the Fire Department. The current lease on these department copiers expired in March. I have also attached a comparison sheet showing our current lease vs. the recommended lease with Ricoh.

Our anticipated total charges for the 4 copier lease based on the average copy per month per department is \$6,166.20, a savings of almost \$3,000 per year. All toner, staple supplies and maintenance on the machines are included in this lease.

I am recommending that the City go with Ricoh of Appleton for the new lease agreement. Their pricing was most competitive and we've enjoyed the convenience of their maintenance agreement.

Please feel free to contact me at 339-4072 ext. 1355 if you have questions prior to the meeting.

<i>Department</i>	<i>Equipment</i>	<i>36 Month Lease</i>	<i>48 Month Lease</i>	<i>Service rate per copy B&W (Fi</i>	<i>Average Copies/Month</i>	<i>Additional Copy Fee/Mon</i>
Fire Department	MP2554	\$82.70	\$68.15	0.0040	1701	\$6.80
MSC	MP5054	\$141.92	\$116.95	0.0040	10079	\$40.32
2nd Floor City Hall	MP5054	\$141.92	\$116.95	0.0040	6981	\$27.92
Community Center	MP4054	\$138.55	\$111.69	0.0040	6260	\$25.04

<i>Optional</i>	<i>Equipment</i>	<i>36 Month Lease</i>	<i>48 Month Lease</i>	<i>Service rate per copy B&W (Fi</i>	<i>Service Rate for Color (Fixed</i>
Community Center	MPC4503	\$181.54	\$149.72	0.0040	0.0470

<i>Department</i>	<i>Accessories Include</i>	<i>Service Includes</i>
Fire Department	two tray paper bank, Internal finisher, stapler, scanner, fax and surge protector	Parts, Labor, Toner and Staples
MSC	Finisher, stapler, punch, additional trays, Fax and surge protector Finsiher, stapler, punch, fax, additional trays and surge protector	Parts, Labor, Toner and Staples
2nd Floor City Hall	Finsiher, stapler, punch, fax, additional trays and surge protector	Parts, Labor, Toner and Staples
Community Center	Finsiher, stapler, punch, fax, additional trays and surge protector	Parts, Labor, Toner and Staples



Quote Document for

CITY OF DEPERE

Date: March 25, 2015

Quantity

1

Item Description

RICOH MP5054SP CONFIGURABLE
PTO MODEL
RICOH MP5054SP BRANDING SET
PAPER FEED UNIT PB3220
FINISHER SR3140
BRIDGE UNIT BU3070
DIGITAL QC 120/15AMP SURGE
PROTECTOR

Ext Selling Price

48 month Lease of \$116.95
per month

Technology Service

48 Month Service Term

Quantity

1

Description

RICOH MP5054SP CONFIGURABLE PTO
MODEL

Ext Rate*Includes*

0 B&W copies per Month per unit
overages at 0.0040 cents per page
0 color copies per Month per unit
overages at cents per page
GOLD - includes Parts, Labor, Toner and
Staples, excludes Paper

Per Month

Reservation of Rights—This quote is based upon the information provided by you, and the assumptions made by us in preparing the information contained herein. While care has been taken to ensure the accuracy of this quote, we make no representations or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions. We recognize your right to negotiate and approve the terms of any resulting contract and we reserve the same right. We also acknowledge that all contract terms and conditions must be mutually agreed upon by both of



Quote Document for

CITY OF DEPERE

Date: March 25, 2015

<u>Quantity</u>	<u>Item Description</u>	<u>Ext Selling Price</u>
1	RICOH MP4054SP CONFIGURABLE PTO MODEL RICOH MP4054SP BRANDING SET PAPER FEED UNIT PB3220 FINISHER SR3140 PUNCH UNIT PU3050 NA BRIDGE UNIT BU3070 FAX OPTION TYPE M12 DIGITAL QC 120/15AMP SURGE PROTECTOR	48 month Lease of \$111.69 per month

Technology Service

48 Month Service Term

<u>Quantity</u>	<u>Description</u>	<u>Ext Rate</u>
1	RICOH MP4054SP CONFIGURABLE PTO MODEL	
	Includes 0 B&W copies per Month per unit overages at 0.0040 cents per page	Per Month
	0 color copies per Month per unit overages at cents per page	
	GOLD - includes Parts, Labor, Toner and Staples, excludes Paper	

Reservation of Rights—This quote is based upon the information provided by you, and the assumptions made by us in preparing the information contained herein. While care has been taken to ensure the accuracy of this quote, we make no representations or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions. We



Quote Document for

CITY OF DEPERE

Date: March 25, 2015

<u>Quantity</u>	<u>Item Description</u>	<u>Ext Selling Price</u>
1	RICOH MP2554SP CONFIGURABLE PTO MODEL RICOH MP2554SP PAPER FEED UNIT PB3220 INTERNAL FINISHER SR3130 FAX OPTION TYPE M12	
1	MP2550SP - M6585600044	
		48 month Lease of \$68.15 per month

Technology Service

48 Month Service Term

<u>Quantity</u>	<u>Description</u>	<u>Ext Rate</u>
1	RICOH MP2554SP CONFIGURABLE PTO MODEL	
	<i>Includes</i> 0 B&W copies per Month per unit overages at 0.0040 cents per page	Per Month
	0 color copies per Month per unit overages at cents per page	
	GOLD - includes Parts, Labor, Toner and Staples, excludes Paper	

Reservation of Rights—This quote is based upon the information provided by you, and the assumptions made by us in preparing the information contained herein. While care has been taken to ensure the accuracy of this quote, we make no representations or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions. We recognize your right to negotiate and approve the terms of any resulting contract and we reserve the same right. We also acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. THIS QUOTE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT, NOR SHOULD

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

MEETING DATE: April 21, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Resolution #15-41, Authorizing Agreement with Fox Valley
Technical College for Regional Fire Department Hiring Process.

ATTACHMENTS:

- Reso15-41 (DOCX)
- Regional Fire Department Hiring Process Agreement (PDF)
- Regional Hiring Process Memo (PDF)

RESOLUTION #15-41

AUTHORIZING AGREEMENT WITH FOX VALLEY TECHNICAL COLLEGE
FOR REGIONAL FIRE DEPARTMENT HIRING PROCESS

WHEREAS, Fox Valley Technical College (FVTC) operates a regional hiring process system for municipalities in need of filling firefighter vacancies; and

WHEREAS, the Human Resources and Fire Rescue Departments are interesting in utilizing such program and believe it to be in the City's interests to enter into an Agreement with FVTC; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute such Regional Fire Department Hiring Process Agreement as is attached hereto, subject to such changes as are deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of April, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

REGIONAL FIRE DEPARTMENT HIRING PROCESS AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 25 day of March, 2011, by and between the CITY OF DE PERE (hereinafter "DFD" for De Pere Fire Department) and FOX VALLEY TECHNICAL COLLEGE (hereinafter "FVTC").

WHEREAS, DFD wishes to contract with FVTC for the purpose of acquiring a list of qualified candidates for the position of firefighter; and

WHEREAS, FVTC utilizes the validated testing regime Fire Services Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test (CPAT); and

WHEREAS, FVTC wishes to provide the DFD with testing results obtained from the Fox Valley Regional Hiring Process.

NOW, THEREFORE, in consideration of the mutual promises and other goods and valuable consideration provided herein, IT IS AGREED AS FOLLOWS:

- A. DFD will fulfill the following obligations:
 - 1. Have a valid CPAT license;
 - 2. Recognize and accept proof of completion of the CPAT from FVTC, limited licensee;
 - 3. Utilize the CPAT only in the context of an overall implementation of the CPAT program that complies with its CPAT license; and
 - 4. Use the CPAT only for the purpose of candidate preparation and physical ability testing of career firefighters.
- B. DFD will fulfill the following obligations which are specific to the Fox Valley Regional Hiring Process:
 - 1. Be responsible for advertising any firefighter recruitment;
 - 2. Direct potential candidates to the FVTC website for additional information;
 - 3. Establish the minimum hiring requirements for DFD;
 - 4. Accept the Fox Valley Regional Hiring Process Application; and
 - 5. Reimburse FVTC for services provided at the rate of \$1,000.00 user fee plus \$5.00 per applicant who meets the DFD's minimum hiring requirements, successfully passes the CPAT and take the written exam. The \$5.00 per applicant fee would apply only to those candidates who applied to DFD.
- C. FVTC will:
 - 1. Obtain and maintain a CPAT limited license and pay all costs associated with any licensing fees;
 - 2. Be capable of and agree to assist the fire department in meeting the terms of such CPAT compliance, including the pre-test orientation and mentoring requirements;
 - 3. Maintain capable staff to validate the CPAT for jurisdictions through a transportability study, assist the fire department in obtaining CPAT licensure, used

- to provide consistent CPAT testing administration and legally defend validation and CPAT administration;
4. Save and hold the City of De Pere and its officials, officers and employees harmless from any and all injury that may occur to any party as the result of DFD's use of CPAT for the purposes described herein. This provision is intended to indemnify and hold harmless the City of De Pere and its officers, officials and employees to the fullest extent permitted by law and includes payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this agreement;
 5. Provide candidates practice tests and orientations in accordance with The Fire Service Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test Manual, 2nd Edition;
 6. Provide candidates with mentoring programs (i.e. Firefighter Fitness 10-503-135DE and Health and Wellness for Firefighter 10-599-101DE, classes which are offered through FVTC);
 7. Secure CPAT equipment and verify that such equipment and props conform to all specifications in the CPAT manual and that such equipment has the ability to administer the CPAT in conformity with the specifications of CPAT;
 8. Have a mechanism in place to assure that any individual who demonstrates a financial hardship will be provided the CPAT at reduced or no charge;
 9. Provide CPAT certificates for candidate's applying for employment with multiple fire departments;
 10. Notify the International Association of Fire Fighters (IAFF), a developer of the CPAT, of the CPAT licensed fire departments for which such certification is provided;
 11. Provide CPAT licensed fire departments results from the hiring process and a method for verifying the candidate's results; and
 12. Administer the CPAT in compliance with the IAFF's licensing agreement, which include full compliance with the EEOC conciliation agreement and utilization of the CPAT administration.
- D. FVTC will fulfill the following obligations which are specific to the Fox Valley Regional Hiring Process:
1. Establish and maintain an Fox Valley Regional Hiring Process website;
 2. Collect candidate applications and certifications and determine if the candidate meets the minimum hiring requirements set forth by the DFD;
 3. Maintain a data collection system for all pertinent information relating to the hiring process;
 4. Only allow candidates who meet the DFD minimum hiring requirements to participate in the hiring process;
 5. Schedule CPAT orientation, practice session and administer the actual physical ability test in accordance with the guidelines set by Chapter 6, Appendix A and Appendix B of The Fire Service Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test Manual, 2nd Edition;
 6. Administer the written exam only to the candidates who meet the DFD minimum hiring requirements and successfully complete the CPAT;
 7. Compile hiring process testing data from the candidates application, CPAT and written exam;

8. Provide the DFD with an electronic and paper copy of the application packet for each candidate who has applied to the DFD, results of hiring process data for each candidate, whether or not the candidate meets the minimum hiring requirements, or passes CPAT (i.e. as much information as possible for each candidate depending on how far the candidate has progressed through the hiring process);
 9. Provide a summary of the entire Fox Valley Regional Hiring Process to the DFD, this will be statistical data and will not include specific names of candidates; and
 10. Receive compensation from the DFD for services provided at the rate of \$1,000.00 user fee plus \$5.00 per applicant who meets the DFD's minimum hiring requirements, successfully passes the CPAT and takes the written exam.
- E. TERMS OF THIS AGREEMENT, shall expire one year from the date first above written.
- F. The persons signing this Agreement have the appropriate authority of the governing bodies of the parties hereto to do so and to bind said parties to the terms and conditions hereof.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed the date first above written.

City of De Pere

Michael J. Walsh, Mayor

Fox Valley Technical College

Jeremy J. Hansen, Fire Protection Department Chair

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De Pere Fire Rescue

Memo

To: Finance/Personnel Committee
From: Dennis L. Rubin, Fire Chief *Dennis L. Rubin*
Date: April 8, 2015
Re: Request to Join the Regional Hiring process through Fox Valley Technical College

REQUEST:

The De Pere Fire Rescue Department is requesting to be a part of the Fox Valley Regional Hiring Process, which is a partnership between multiple municipalities and Fox Valley Technical College (FVTC). The stated purpose of the partnership agreement is to provide the City of De Pere with a list of qualified candidates for the position of Firefighter/Emergency Medical Technician. This initiative will provide many services to our community such as: overall cost control, time savings, as well as reduction of risk and liability. This process is for the hiring of fulltime firefighters only.

BACKGROUND:

The Fox Valley Regional Hiring Process began in 2010. Participating organizations include the Cities of Green Bay, Appleton, Fond du Lac, Manitowoc, Oshkosh and Sheboygan, as well as several other communities. We participated in the process in 2011 and were pleased with the results.

The Fox Valley Regional Firefighter Hiring Process consists of an application period, physical ability test, and written examination. The FVTC staff will screen the candidates to ensure they meet the city's minimum hiring requirements. Candidates who meet the minimum requirements will be asked to participate in a nationally recognized physical ability test.

Candidates who successfully complete the Candidate Physical Ability Test (CPAT), will be invited to take the written examination. The written examination is a testing system that assesses critical skills necessary to be a firefighter. The written examination assesses areas such as teamwork, human relations, as well as mechanical aptitude, reading ability and basic mathematical skills.

Information received from the candidate's application, CPAT, and written examination will be compiled and delivered to each participating fire department. The department is responsible for conducting their departments' interviews, background investigations, medical physicals, and establishment of that community's eligibility list for hire.

PROJECTED COST:

The cost for participating in the regional hiring process is broken down into two categories, both paid to FVTC at the conclusion of the entire process. The first category is the fire department user fee. All participating departments pay a \$1,000.00 user fee to participate in this system. The second fee is the "per candidate" fee. Our organization would pay \$5.00/candidate for those who take the written examination. In order to take the written examination, the candidate must meet our department's minimum hiring requirements and pass the CPAT.

This is an annual reoccurring process that we would like to be a part of moving forward. The application period will open in May with delivery of the final eligibility list for firefighter to the departments in October.

LIABILITY REDUCTION:

The college is the agency offering the hiring process/CPAT, the liability for such offering would be the responsibility of the college. Part of the reason for choosing the CPAT as the physical ability portion of the hiring process is because of the validation process which took place when CPAT was developed.

FVTC offers various courses that can be used as mentoring programs for potential candidates to prepare to qualify as De Pere Firefighters. They are Firefighter Fitness and Firefighter Health and Wellness. FVTC will conduct CPAT Orientation and Preparation Guide to assist with individuals to be successful.

After the hiring process is completed, all candidate information, applications and test results specific to our fire department will be issued to the Human Resources Department. The candidate will be "interview" ready, if selected. FVTC will have an electronic database, which all hiring process information will be stored. Verification of the testing results can be viewed on this database by De Pere Human Resources.

RECOMMENDATION:

In an effort to reduce costs, reduce liability and develop a useful list for career firefighters, the De Pere Fire Rescue Department recommends contracting with FVTC on a year-to-year basis to be a part of and enjoy the benefits of the Regional Fire Department Hiring Process Agreement. If this request is approved, the Department will be a part of the Fox Valley Regional Hiring Process and establish a partnership between the multiple municipalities and Fox Valley Technical College (FVTC).

Attached is the 2011 Regional Fire Department Hiring Process Agreement.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #15-42, Authorizing Consulting Agreement Between the City of De Pere and Key Benefit Concepts, LLC (Other Post Employment Benefit Liability Study).

Note: The Finance/Personnel Committee approved the recommendation to hire Key Benefits Concepts to perform the valuation study.

The post-employment actuarial valuation is a tool needed by the auditors to complete a public entity's financial statements. Any public entity that provides a post-employment benefit to retirees under age 65, or just allows retirees to self-pay the premium to stay on the health plan, must have such a valuation.

The Government Accounting Standards Board (GASB) requires that the actuaries look at the value of the benefit rather than the cost. In the case of the City of De Pere, until recently, retirees have paid nearly the same premium (2% higher) as actives for many years. From an actuarial perspective, older employees and retirees tend to spend more of the health care dollars than the younger employees (even with maternity claims included). We have also quantified this in the City's plan by analyzing and comparing claims for the retiree and the active groups. Thus, we know that the retirees have a greater value than the younger active employees. This value difference is referred to by GASB as the implicit rate subsidy. Although this cost is not tangible, since it is blended in the premium rates accounted for by the younger employees, it is a due to retirees and the benefits they receive. Therefore, it must be quantified and included on the City's financial statements.

We have requested quotes from Actuarial & Health Care Solutions (AHCS), Milliman and Key Benefit Concepts to perform this valuation. Listed below are the rates they quoted.

- AHCS \$300 per hour with a max of 3,750 (plus \$750 to present findings)
- Key Benefit Concepts \$3,200 (plus mileage from Wales Wisconsin to present findings)
- Milliman \$10,000 (plus time and expenses to present findings)

Key Benefit Concepts has been a leader in understanding and explaining the GASB post-employment benefits and are providing post-employment valuations for the majority (about 80%) of the school districts in the state as well as many cities and counties. Given their reputation and competitive quote, our broker, M3 Insurance is very comfortable recommending them to the City of De Pere, and is confident they will do an excellent job. The proposals are attached as well as two documents that describe in further detail about the valuation study.

The cost for this study will be taken directly out of the health fund. This is a study that must be performed every 2-3 years.

Feel free to contact me at 339-4045 if you should have any questions prior to the meeting.

ATTACHMENTS:

- Reso15-42 (DOCX)
- Key Benefit Concepts (OPEB study) 4-15-115-003-15 (DOCX)
- Exhibit A - Key Benefit (PDF)
- Exhibit B- Key Benefit (PDF)
- gasb_st45_basic_qa (PDF)

RESOLUTION #15-42

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND KEY BENEFIT CONCEPTS
(Other Post Employment Benefit Liability Study)

WHEREAS, the City is in need of assistance completing an Other Post Employment Benefit (OPEB) actuarial liability study; and

WHEREAS, Key Benefit Concepts has available and offers to provide personnel and equipment necessary to complete the OPEB study within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Key Benefit Concepts (Other Post Employment Benefit Liability Study) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of April, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND KEY BENEFIT CONCEPTS
(Other Post Employment Benefit Liability Study)**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and Key Benefit Concepts, a Limited Liability Company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of assistance completing an Other Post Employment Benefit (OPEB) actuarial liability study; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to complete the OPEB study within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the Contractor's Proposal dated March 6, 2015 (Exhibit A), attached hereto and incorporated by reference. If a conflict exists between Exhibit A and the terms of this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Contractor agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

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

III. AUTHORIZATION, PROGRESS, AND COMPLETION

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

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

IV. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

V. BUSINESS ASSOCIATE AGREEMENT

Consultant and City shall execute the Business Associate Agreement required under the Health Insurance Portability and Accountability Act (HIPAA) [42 U.S.C. 1320d et seq.] and the Health Information Technology for Economics and Clinical Health Act (HITECH) [42 U.S.C. 17921 et seq.], attached and incorporated as Exhibit B.

VI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder shall be completed on or before July 31, 2015. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept compensation as identified in Exhibit A. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made. Any changes to the compensation paid hereunder shall require a separate writing, signed by the parties.

VIII. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

IX. NON-DISCRIMINATION

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

X. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

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

XI. SUBCONTRACTS

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

XII. ASSIGNMENT

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

XIII. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XIV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XV. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVI. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XVII. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:

Key Benefit Concepts
Attention: Linda R. Mont, RHU
200 West Summit Avenue, Suite 270
Wales, WI 53183

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

**KEY BENEFIT CONCEPTS, A LIMITED
LIABILITY COMPANY**

By:

CITY OF DE PERE

By:

Print Name: _____
Title: _____

Michael J. Walsh, Mayor

Print Name: _____
Title: _____

Shana L. Defnet, Clerk-Treasurer

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Key Benefit Concepts, LLC

City of De Pere



Proposal for an Actuarial Valuation of Post Employment Benefits

March 2015



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City of De Pere

Post Employment Benefit Actuarial Liability Study

About Key Benefit Concepts, LLC

Key Benefit Concepts, LLC (KBC) is an actuarial and employee benefits consulting firm. Established in 1992, our mission statement is grounded in the delivery of unbiased counsel to employers in the evaluation, design and implementation of employee benefit programs. Over the years, we have provided innovative solutions to public and private employers in addition to Taft Hartley groups.

As consultants, we do not receive commissions, overrides, bonuses, trips, etc. as payment for our services. Our compensation comes from our clients based on an hourly fee or project basis. This guarantees that our motivation is to serve our clients' needs.

We bring to our clients a variety of experiences and diversity of talents. From strategists to claim audit experts, we add value by providing a depth and breadth of knowledge, which has defined our success. Associations with individuals who provide legal and clinical expertise assure that we provide thorough assessments and comprehensive solutions that meet our clients' goals.

Summary and Objectives

With the issuance of a Government Accounting Standards Board ("GASB") statement on Other Post Employment Benefits ("OPEB"), the City of De Pere ("the City") desires to have an actuarial study conducted that will provide a calculation of their OPEB liability. (This statement requires a change from cash to an accrual basis for retiree benefit programs.)

In preparing this proposal, KBC has identified the following objectives for the City:

- Address the requirements under GASB Statements 43 and 45.
- Engage an actuary experienced in healthcare benefits and retirement actuarial valuations.
- Prepare an updated measurement of the City's OPEB liabilities.
- Quantify the City's OPEB liabilities to determine the magnitude and impact of the liability.
- Utilize the findings to strategize for long-term planning.

Project Scope

Preparation Phase

- I. Mutually determine the scenarios and desired outcomes of the project.
- II. Review data gathered from the City.
- III. Follow up with the City, vendors or any other party to obtain additional information, as needed.
- IV. Create data worksheets.
- V. Evaluate and prepare demographic and service tables.

Actuarial Valuation Phase

- I. Determine appropriate assumptions to complete valuation.
- II. Calculate the present value of future benefits, based upon the data provided and current GASB actuarial liability methodologies. This will be calculated for each employee and retiree - valuing the medical benefit in addition to the implicit rate subsidy, if any.
- III. Calculate the OPEB liability scenarios based upon trends, plan design and/or interest assumptions.
- IV. Develop and prepare the Summary Report for the City including a telephonic review of the draft report and one visit to the City to present the finalized report to the City. The fee for the visit is noted herein.

The study involves valuation of the implicit rate subsidy. Included in the proposal is the summary of the retiree eligibility and benefit based upon the data provided by the City. This summary is the basis by which our proposal was developed.

Note that the implicit rate subsidy is only applied when retirees are enrolled in a city's medical benefit plan. It is not applied, however, when retirees participate in a city's life and/or dental insurance plans.

GASB guidelines require the OPEB benefit to be based upon the *value* of the health care benefits rather than the premium cost. The difference between the premium cost and the value of the benefit is known as the Implicit Rate Subsidy.

Implicit Rate Subsidy exists when an employer's retirees and current employees are covered together as a group wherein the premium rate or premium equivalent rate paid by the retirees may be lower than they would be if the retirees were rated separately. The final GASB Statements declare that even if the retirees pay 100% of the premium, without a contribution from the employer, the employer is required to treat the implicit rate subsidy as an OPEB liability.

Value

Successful outcomes are assured when our clients play an active role in their projects, which in turn provides value to the City. We understand that establishing a solid relationship with an actuarial firm is a proactive approach that will help the City plan for long-term financial and business goals. As such, Key Benefit Concepts, LLC engages in projects when we know we can deliver value to our client.

The value to the City of De Pere is:

- To meet accounting and reporting requirements
- To more thoroughly and thoughtfully address the provision of retiree health care benefits.
- Gain an understanding of how the obligation impacts the City, its employees and retirees.
- Utilize the information developed to assess and evaluate benefit program cost and strategy, particularly as it relates to retiree health benefits.

GASB Statements 43 & 45 Experience

KBC has been a leader in interpreting GASB Statements 43 and 45 and in assisting public entities in their compliance with GASB requirements for actuarial valuations of their OPEB liability. KBC has worked closely with officials from the Wisconsin Department of Public Instruction (DPI) as well as with auditors, and have had countless conversations with GASB to assure that our valuations not only meet but also exceed the required standards, and additionally, to assure that our report is provided in a user-friendly format for public entities and auditors alike. KBC has also gained much experience from performing valuations for numerous public entities all over the State of Wisconsin.

Post Employment Benefit Project Fee

Our fee for this project is based upon plan/classifications as described on the Post Employment benefit summaries at the end of the proposal.

Standard Detailed Valuation: The standard valuation report includes calculation of the liabilities resulting from all eligible classifications broken out such that the City is able to identify the specific active and retiree liabilities by classification. This report may prove helpful in evaluation of the impact to the OPEB liability resulting from plan changes by classification and/or funding by classification.

OPEB and Supplemental Pension Valuation Fee	
Standard Detailed OPEB Valuation	\$ 3,200
On-site Presentation (Visit) to City	\$ 400

Fees noted in this proposal are valid if accepted by April 30, 2015.

The fees for service is expected to be within the fee range shown, but shall be no more than the higher fee noted in the range. This allows for discrepancies in the benefit summaries and/or modifications to the valuation as determined at acceptance. Subsequent studies and alterations are not included in the above noted fee range. Our fees include preparation of an electronic version of the report and up to 2 hard copies of the final valuation report, if requested. Additional expenses such as travel, additional copies of the report, and/or materials other than correspondence will be billed at cost. Statements for work completed will be invoiced on a monthly basis. The first invoice will be sent following completion of the draft report. Payment is due upon receipt. A second invoice will be sent if/when a presentation of the final report is provided to the City.

Acceptance

This forms an agreement between the City of De Pere and Key Benefit Concepts, LLC.

Standard Detailed Post Employment Benefit Valuation:

The City accepts KBC's proposal for a Post Employment Actuarial Valuation.

Please indicate if the City's medical plan is:

- ☐ Insured
☐ Self-insured

Please check one box below

- ☐ The Post Employment Benefit Summary as provided in this proposal, accurately and completely reflects the retirement benefits offered by the City.
- ☐ The Post Employment Benefit Summaries accurately and completely reflect the retirement benefits offered by the City given the modifications made by the City and noted with this acceptance. KBC will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes. *(Please mark changes on page 5.)*

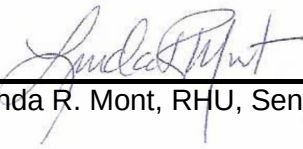
Disclaimer:

- Upon receipt of the eligibility and post employment benefit data required for valuation, should we find that eligibility and/or benefits are significantly different than outlined in this proposal, KBC reserves the right to revise our proposal and the associated fees for the study.
- To avoid additional charges, please make sure the benefit summaries provided are correct.** Upon review of the draft report should further modifications be required beyond those noted in the summary with the acceptance, wherein the calculated liabilities are affected, additional fees will be charged. These fees will be based upon the additional time required to recalculate the liabilities. With the inclusion of the additional fee, the total due may exceed the fee range noted in this proposal.

City of De Pere

Shannon Metzler, Human Resources Director

Key Benefit Concepts, LLC

 March 6, 2015

Linda R. Mont, RHU, Senior Benefit Consultant, Managing Member

Facsimiles of acceptance signatures shall be as valid as the original signatures.

City of De Pere

Post-Employment Benefit Summary

All City Employees

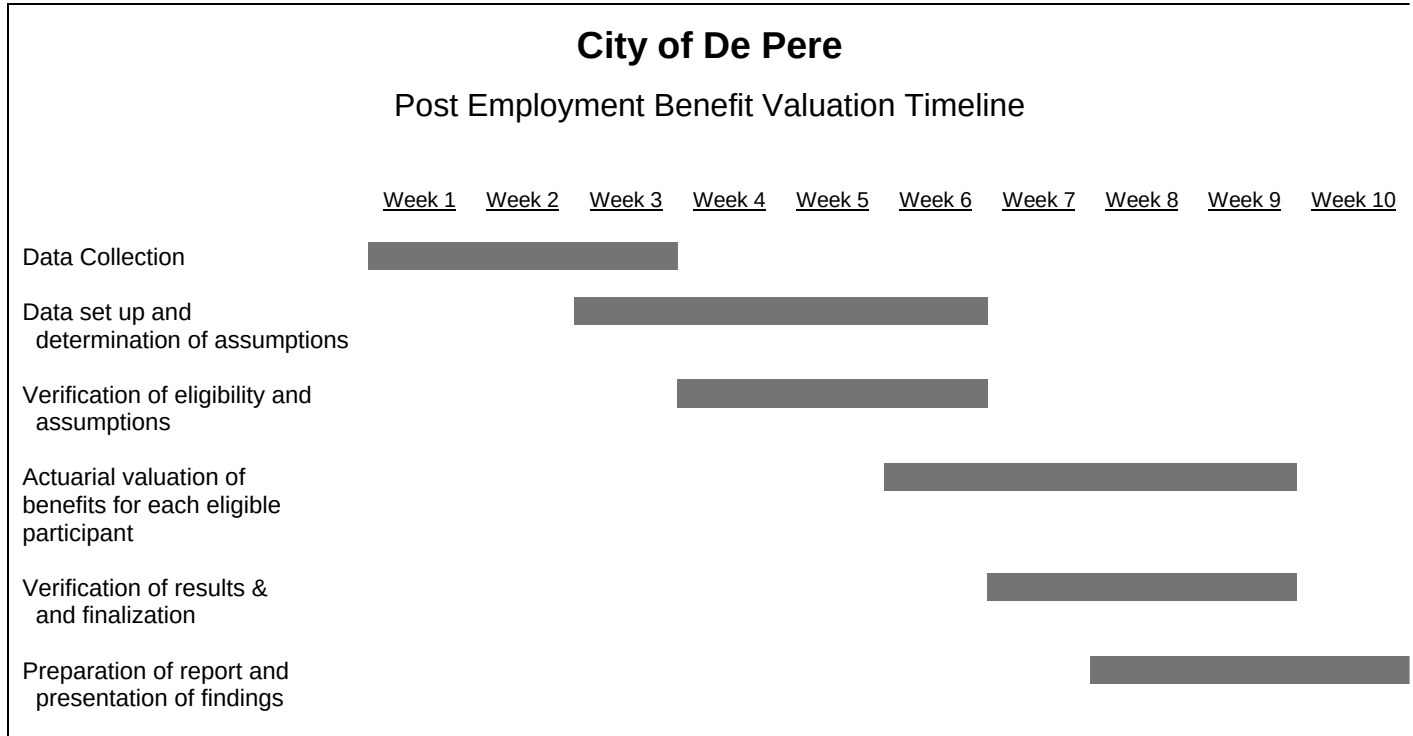
Eligibility	OPEB
Upon retirement	<u>Medical Insurance (<i>Implicit Rate Subsidy Only</i>)</u> : Retirees may choose to remain on the City's medical plan provided that they pay 102% (COBRA rates) of the active premium rate or Medicare Supplement plan rate.

The city will provide census and claims information by the following classifications and the related obligations will be broken out in the same manner:

- a. Active police
- b. Active fire
- c. Active – all other employees
- d. All retirees (no retiree breakout by classification)

Timetable

Below is a 10-week timetable for the completion of the post employment benefits as proposed.



Assuming that all data is obtained from the City within 3 weeks of acceptance, the valuation will be completed within the 10 week timetable noted above. Note that during periods of high volume, the timetable may be longer.

KBC's Consulting Team

KBC's consulting services are provided by a team of highly qualified experienced professionals. Linda Mont is a senior consultant and managing member. As such, she is responsible for overseeing all work performed. The biographies of KBC personnel actively involved in the actuarial and technical portions of the projects are at the end of this proposal.

Linda R. Mont, RHU

Linda Mont is the senior benefit consultant at Key Benefit Concepts and has over 25 years experience providing health care benefit services to private and public sector employers.

Linda's areas of expertise include:

- ❖ Analyze claims data to evaluate appropriate use, overuse and abuse
- ❖ Review and analysis of current health care plan designs and recommendations for plan modifications
- ❖ Review and evaluation of utilization review programs and prescription drug benefit managers and programs
- ❖ Evaluate and develop elements of flexible benefit programs, administration and communication
- ❖ Review and/or develop summary plan descriptions and master plan documents
- ❖ Auditing of claims and administrative services of insurance companies and third party administrators
- ❖ Develop bid specifications, bidding, analysis and implementation of new claims administration
- ❖ Analyze plan experience and renewal negotiations with insurance companies, provider networks and third party administrators
- ❖ Evaluation of funding options and plan risk tolerance. Assisting employers in the determination of appropriate aggregate and specific stop-loss levels.

Linda Mont has been a benefits consultant with KBC over 20 years. Prior to that, she was a health and welfare consultant in the Milwaukee office of William M. Mercer, Incorporated and a service representative in the Brookfield, WI office of CNA Insurance Companies.

She has a Bachelors of Arts degree in Management & Communications from Concordia University, Mequon, Wisconsin. She is a registered health underwriter (RHU). She is also a licensed life, health, property and casualty insurance intermediary for the State of Wisconsin, a member of the Milwaukee Claim Association, the International Foundation of Employee Benefit Plans and the Greater Milwaukee Employee Benefit Council. She is also an affiliate member of the Wisconsin School Board Association. Linda Mont is an experienced speaker for several organizations providing relative information on topics within her expertise as noted above.

Email: lmont@keybenefits.com

Robert Goldthorpe

Robert Goldthorpe is an actuarial consultant at Key Benefit Concepts. He is an expert in mathematical modeling as well as statistical and mathematical analysis. In addition, Robert has a diverse background in computer programming.

Robert's areas of expertise include:

- ❖ Systems Modeling
- ❖ Statistics and Probability
- ❖ Calculus based Mathematics
- ❖ Numerical Analysis
- ❖ Data Structures and Algorithms
- ❖ Linear Algebra and Matrix Theory

He also possesses the following computer skills:

- ❖ Java, C, C++, Visual Basic: Computer Programming
- ❖ Database management
- ❖ MATLAB: Linear Programming

As an actuarial consultant, Robert performs a wide variety of services including:

Health and Welfare benefits

- ❖ Calculations of incurred but not reported health liabilities (IBNR)
- ❖ Analysis and design of funding and reserves for insured and self-funded programs
- ❖ Demographic studies
- ❖ Pricing and plan design studies

Post-employment benefits

- ❖ Valuation of retiree health liabilities
- ❖ Valuation of post retirement life insurance
- ❖ Valuation of post retirement discounts
- ❖ Projection of future benefit payouts

Robert Goldthorpe has a Bachelor's of Science degree in Applied Mathematics with Application in Actuarial Science and minor in Computer Science from the University of Wisconsin-Madison. He is currently pursuing the Associate of the Society of Actuaries (ASA) designation.

Email: robertg@keybenefits.com

John Lavarda

John Lavarda is an actuarial consultant at Key Benefit Concepts (KBC). He is experienced with both statistical and mathematical analysis.

John's areas of expertise include:

- ❖ Statistics and Probability
- ❖ Calculus based Mathematics
- ❖ Numerical Analysis
- ❖ Financial Mathematics
- ❖ Regression Analysis

As an actuarial consultant, John performs a wide variety of services including:

Health and Welfare benefits

- ❖ Calculations of incurred but not reported health liabilities (IBNR)
- ❖ Analysis and design of funding and reserves for insured and self-funded programs
- ❖ Demographic studies
- ❖ Pricing and plan design studies

Post-employment benefits

- ❖ Valuation of retiree health liabilities
- ❖ Valuation of post retirement life insurance
- ❖ Valuation of post retirement discounts
- ❖ Projection of future benefit payouts

John Lavarda has a Bachelor's of Business Administration degree in Actuarial Science from the University of Wisconsin – Madison. John is currently taking courses/exams to become an Associate of the Society of Actuaries.

Email: johnl@keybenefits.com

Steven L. Diess, EA, MAAA

Steve is an Enrolled Actuary (EA) and a Member of the American Academy of Actuaries (MAAA). He has over 20 years of experience providing actuarial services in the pension benefits marketplace. Steve specializes in defined benefit plan design, retiree medical plan consulting, and public and private employer accounting for pension and OPEB plans.

Areas of Expertise:

Post-employment benefits

- ❖ Valuation of retiree health liabilities
- ❖ Valuation of post-retirement life insurance
- ❖ Valuation of post-retirement discounts
- ❖ Projection of future benefit payouts

Pension benefits

- ❖ Valuation of defined benefit pension plans
- ❖ ESOP emerging liability studies
- ❖ Projection of future benefit payouts
- ❖ Income replacement studies

Steve earned a B.S. in Math from Santa Clara University. As an Enrolled Actuary (EA), Steve has worked with both private and public sector employers.

City of De Pere



200 West Summit Avenue
Suite 270
Wales, Wisconsin 53183
(262) 522-6415
www.keybenefits.com

HIPAA -HITECH BUSINESS ASSOCIATE AGREEMENT BETWEEN THE CITY OF DE PERE AND KEY BENEFIT CONCEPTS

This agreement (the “Agreement”), effective as set forth below, is between the City of De Pere, a health care plan provider (the “Provider”) and Key Business Concepts, business associate (the “Business Associate”).

I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following prescribed meanings.

“Breach” means the acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted under the HIPAA privacy rule which compromises the security or privacy of the Protected Health Information.

“Data Aggregation Services” means, with respect to Protected Health Information created or received by the Business Associate, the combining of such Protected Health Information by the Business Associate with protected health information (as defined in HIPAA) received by the Business Associate in its capacity as a business associate (as defined in HIPAA) of another covered entity (as defined in HIPAA), to permit data analyses that relate to the health care plan of the respective covered entities, including the Provider.

“Designated Record Set” means a group of records maintained by or for Provider that is: (i) the medical records and billing records about individuals maintained by or for Provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Provider to make decisions about individuals.

“Electronic Media” means electronic storage media on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card, and transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, if the information exchanged did not exist in electronic form immediately before the transmission.

“Electronic Protected Health Information” means Protected Health Information that is (i) transmitted by Electronic Media, or (ii) maintained in any medium described as Electronic Media.

“HIPAA” means the security and privacy requirements applicable to health care Providers as reflected in 42 U.S.C. 1320d et seq. and such regulations as may be promulgated thereunder from time to time (currently, 45 CFR 164.102 through 164.534).

“HITECH” means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 et seq. and such regulations as may be promulgated thereunder from time to time.

“Principal Agreement” means the written contract or agreement between the Provider and the Business Associate, pursuant to which the Business Associate provides services to the Provider of the type that require the parties to enter into this Agreement pursuant to HIPAA.

“Protected Health Information” means individually identifiable health information of the Provider that is (i) transmitted by Electronic Media, (ii) maintained in any medium described as Electronic Media, or (iii) transmitted or maintained in any other form or medium. “Protected Health Information” does not include individually identifiable health information in: (i) in education records covered by the Family Educational Right and Privacy Act (20 U.S.C. section 1232g), (ii) in records described at 20 U.S.C. section 1232g(a)(4)(B)(iv); (iii) in employment records held by a covered entity in its role as employer; and (iv) regarding a person who has been deceased for more than 50 years.

“Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued under section 13402(h)(2) of HITECH.

II. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the Principal Agreement and this Agreement. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Agreement; or (b) if done by the Provider, would violate HIPAA, except that (i) the Business Associate may use and disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, and (ii) the Business Associate may provide Data Aggregation Services relating to the health care operations of the Provider and may create de-identified data in accordance with the standards set forth in 45 C.F.R. § 164.514(b), which data may be used for any purpose in furtherance of its responsibilities to Provider. The Business Associate may disclose Protected Health Information for the purposes described in item (b)(i) of this Section II only if the disclosure is required by law (FDCPA, FCRA and state collection laws) or the Business Associate obtains satisfactory assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and that the person will notify the Business Associate of any instance where the confidentiality of the Protected Health Information has been breached.

III. RESTRICTIONS ON THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

Notwithstanding anything in the Principal Agreement to the contrary, the Business Associate shall:

- (a) Not use or further disclose Protected Health Information other than permitted or required by this Agreement or required by law;
- (b) Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than provided for by this Agreement;
- (c) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Provider as required by HIPAA;
- (d) Report to the Provider any use or disclosure of the Protected Health Information not provided for by this Agreement, or any security incident, of which it becomes aware, including breaches of Unsecured Protected Health Information;
- (e) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate, agree to the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information (and, in the case of Electronic Protected Health Information, that such agents and subcontractors agree to implement reasonable and appropriate safeguards to protect it);
- (f) Make available to the Provider Protected Health Information maintained in a Designated Record Set to the extent required by, and in accordance with, HIPAA;
- (g) Make available to Provider an individual's Protected Health Information maintained in a Designated Record Set for amendment and incorporate any amendments to that individual's Protected Health Information to the extent required by, and in accordance with, HIPAA;
- (h) Make available to Provider Protected Health Information required to provide an accounting of disclosures of an individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;
- (i) To the extent Business Associate is to carry out one or more of Provider's obligations under Subpart E of Part 164 of HIPAA, comply with the requirements of Subpart E that apply to Provider in the performance of such obligations;
- (j) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business

Associate on behalf of, the Provider available to the Secretary of Health and Human Services (or its delegate) for purposes of determining the Provider's compliance with HIPAA;

- (k) Report to Provider any Breach of Unsecured Protected Health Information known or reasonably believed by Business Associate. Notice shall be in writing and provided to Provider without unreasonable delay, but no later than ten (10) calendar days following the discovery of the Breach. Such notice will include, to the extent possible, the identification of each individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during the Breach. Such notice shall also include the following information: (i) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; (ii) a description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, or other types of information were involved); (iii) any steps individuals should take to protect themselves from potential harm resulting from the Breach; (iv) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further breaches; and (iv) contact procedures for obtaining additional information; and
- (l) At termination of this Agreement, if feasible, return or destroy (at the Provider's option) all Protected Health Information received from, or created or received by the Business Associate on behalf of, the Provider that the Business Associate still maintains in any form and retain no copies of such Protected Health Information or, if such return or destruction is not feasible, extend the protections of this Agreement to the Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.

IV. INDEMNIFICATION

Each party (the "Indemnifying Party") shall indemnify and hold the other party and its officers, directors, employees and agents (each an "Indemnified Party") harmless from and against any claim, cause of action, liability, damage, cost or expense ("Liabilities") to which the Indemnified Party becomes subject to as a result of third party claims (including reasonable attorneys' fees and court or proceeding costs) brought against the Indemnified Party, which arise as a result of: (i) the material breach of this Agreement by the Indemnifying Party; or (ii) the gross negligence or willful misconduct of the Indemnifying Party, except to the extent such Liabilities were caused by the Indemnified Party. A party entitled to indemnification under this section shall give prompt written notice to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third party claim for which indemnification is sought, subject to applicable confidentiality constraints. The Indemnifying Party shall be entitled to assume control of the defense of such action, suit, proceeding or claim with competent counsel of its choosing. Indemnification shall not be required if any claim is settled without the Indemnifying Party's consent, which consent shall not be unreasonably withheld. In no event will an Indemnifying Party be liable to an Indemnified Party under contract, tort or any other legal theory for

incidental, consequential, indirect, punitive or special losses or damages of any kind. This indemnification provision shall take effect only if this Agreement is signed by both Parties.

V. OBLIGATIONS OF PROVIDER

The Provider shall notify the Business Associate of any limitation(s) in the Provider's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.

The Provider shall notify the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.

The Provider shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Provider has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

The Provider shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by the Provider. Notwithstanding the foregoing language, the Business Associate may use or disclose Protected Health Information for Data Aggregation Services to the Provider as permitted by 42 CFR 164.504(e)(2)(i)(B) or the management and administrative activities of the Business Associate in accordance with this Agreement.

VI. TERM AND TERMINATION

This Agreement shall become effective as of the later of the dates of the signatures below. This Agreement shall remain in effect until the earlier of: (i) the date the parties mutually agree in writing to terminate this Agreement, or (ii) the date the Principal Agreement is terminated. No separate notice shall be required to terminate this Agreement upon termination of the Principal Agreement.

Notwithstanding anything in the Principal Agreement to the contrary, the Provider may terminate this Agreement and the Principal Agreement upon written notice to the Business Associate if the Provider determines that Business Associate has violated a material provision of this Agreement.

VII. RELATIONSHIP TO PRINCIPAL AGREEMENT

It is the intent of the parties that the terms of this Agreement be interpreted so as to cause the Principal Agreement to comply with the privacy and security requirements of HIPAA and the requirements of HITECH. Accordingly, this Agreement shall amend the Principal Agreement to the extent provided herein regardless of whether this Agreement formally satisfies the requirements of the Principal Agreement for amendment of the Principal Agreement. To the extent any provisions of this Agreement conflict with the terms of the Principal Agreement, this Agreement shall govern.

VII. MISCELLANEOUS

Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns hereof.

Further Assurances. Each party will cooperate with the other and execute and deliver to the other party such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Agreement.

Survival. Notwithstanding any contrary provision in this Agreement, the provisions of this Agreement shall continue in force beyond the term of this Agreement to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

Waiver. The rights and remedies of the parties are cumulative and not alternative. Neither the failure nor any delay on the part of any party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power or privilege.

Governing Law. This Agreement shall be governed by the laws of the jurisdiction provided in the Principal Agreement. If the Principal Agreement does not specify such a jurisdiction, this Agreement shall be governed by the laws of the State of Wisconsin.

Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of services deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or strikes, or similar cause beyond the reasonable control of either party.

Relationship of Parties. None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.

No Third Party Beneficiaries. Nothing herein is intended to give nor shall have the effect of giving, any enforceable rights to any third parties who are not parties hereto or successors or permitted assigns of the parties hereto, whether such claims are asserted as third party beneficiary rights or otherwise.

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

Notice. Notices required under this Agreement shall be sent by regular mail to the address of each party set forth below or such other address as that party may designate in a notice properly delivered to the other parties.

IN WITNESS WHEREOF, the Provider and the Business Associate, each by their duly authorized representatives, have caused this Agreement to be executed as of this ____ day of _____, 2015.

**KEY BENEFIT CONCEPTS, A LIMITED
LIABILITY COMPANY**

By:

Print Name: _____
Title: _____

Print Name: _____
Title: _____

**CITY OF DE PERE
By:**

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

GASB STATEMENT 45 ON OPEB ACCOUNTING BY GOVERNMENTS A FEW BASIC QUESTIONS AND ANSWERS

1. Why was Statement 45 on OPEB accounting by governments necessary?

Statement 45 was issued to provide more complete, reliable, and decision-useful financial reporting regarding the costs and financial obligations that governments incur when they provide postemployment benefits other than pensions (OPEB) as part of the compensation for services rendered by their employees. *Postemployment healthcare benefits*, the most common form of OPEB, are a very significant financial commitment for many governments.

2. How was OPEB accounting and financial reporting done prior to Statement 45?

Prior to Statement 45, governments typically followed a “pay-as-you-go” accounting approach in which the cost of benefits is not reported until after employees retire. However, this approach is not comprehensive—only revealing a limited amount of data and failing to account for costs and obligations incurred as governments receive employee services each year for which they have promised future benefit payments in exchange.

3. What does Statement 45 accomplish?

- When they implement Statement 45, many governments will report, for the first time, annual OPEB cost and their unfunded actuarial accrued liabilities for past service costs. This will foster improved accountability and a better foundation for informed policy decisions about, for example, the level and types of benefits provided and potential methods of financing those benefits.

The Standard also:

- Results in reporting the estimated cost of the benefits as expense each year *during the years that employees are providing services* to the government and its constituents in exchange for those benefits.
- Provides, to the diverse users of a government’s financial reports, more accurate information about the *total cost of the services* that a government provides to its constituents.
- Clarifies whether the amount a government has paid or contributed for OPEB during the report year has covered its annual OPEB cost. Generally, the more of its annual OPEB cost that a government chooses to defer, the higher will be (a) its unfunded actuarial accrued liability and (b) the cash flow demands on the government and its tax or rate payers in future years.
- Provides better information to report users about a government’s *unfunded actuarial accrued liabilities* (the difference between a government’s total obligation for OPEB and any assets it has set aside for financing the benefits) and changes in the *funded status of the benefits* over time.

4. What are the most common misconceptions about Statement 45?

- a. **That it requires governments to fund OPEB.** Statement 45 establishes standards for *accounting and financial reporting*. How a government actually finances benefits is a policy decision made by government officials. The objective of Statement 45 is to more accurately reflect the financial effects of OPEB transactions, including the amounts paid or contributed by the government, whatever those amounts may be.
- b. **That it requires immediate reporting of a financial-statement liability for the entire unfunded actuarial accrued liability.** Statement 45 does not require immediate recognition of the unfunded actuarial accrued liability (UAAL) as a financial-statement liability. The requirements regarding the reporting of an OPEB liability on the face of the financial statements work as follows:
 - Governments may apply Statement 45 prospectively. At the beginning of the year of implementation, nearly all governments will start with zero financial-statement liability.
 - From that point forward, a government will accumulate a liability called the *net OPEB obligation*, if and to the extent its actual OPEB contributions are less than its annual OPEB cost, or expense.
 - The net OPEB obligation (not the same as the UAAL) will increase rapidly over time if, for example, a government's OPEB financing policy is pay-as-you-go, and the amounts paid for current premiums are much less than the annual OPEB cost.

Statement 45 does, however, also require the *disclosure* of information about the *funded status* of the plan, including the UAAL, in the notes to the financial statements—and the presentation of multi-year funding progress trend information as a required supplementary schedule.

- c. **That it requires governments to report “future costs” for OPEB.** It is misleading and incorrect to describe accrual accounting for OPEB as requiring the expensing of “future costs.” From an accrual accounting standpoint (the basis of accounting required for all transactions in the government-wide financial statements), the reported expenses relate entirely to transactions (exchanges of employee services for the promised future benefits) that *already have occurred*. Statement 45 requires governments to report costs and obligations incurred as a consequence of receiving employee services, for which benefits are owed in exchange. The *normal cost* component of annual expense is the portion of the present value of estimated total benefits that is attributed to services received in the current year. The annual expense also includes an amortization component representing a portion of the UAAL, which relates to past service costs. Estimated benefit costs associated with *projected future years of service* are not reported.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-43, Opposing Elimination of Personal Property Taxes.

ATTACHMENTS:

- Reso15-43 (DOCX)

RESOLUTION #15-43

OPPOSING ELIMINATION OF PERSONAL PROPERTY TAXES

WHEREAS, Representative Bob Kulp (R-Stratford) and Senator Tom Tiffany (R-Hazelhurst) plan to introduce legislation that would eliminate both the personal property tax and the computer aid payments made to local governments; and

WHEREAS, the total statewide personal property tax levy in 2013 (collected in 2014) was \$290 million; and

WHEREAS, the State has been making computer aid payments to local governments since 2001 to offset the personal property tax exemption for computer equipment that was created that year, with the total payment for 2015 set at \$83.8 million; and

WHEREAS, elimination of the personal property tax on businesses will result in even more of the property tax burden shifting to residential homeowners, who, on average already pay 70% of the statewide property tax levy; and

WHEREAS, the impact of eliminating the personal property tax will be greatest in the cities and villages where most of the personal property tax base is located, and

WHEREAS, fully exempting all personal property from the property tax will likely result in a reduction in the incremental levy for many tax incremental finance districts;

WHEREAS, in the City of De Pere, the loss of computer aid payment for exempt computers would mean \$151,821 less for the City's General Fund and \$178,586 less for the City's TIDs, for a total decrease in state aid payments of \$330,407; and

WHEREAS, in the City of De Pere, the shift to residential homeowners would be \$423,620 of tax levy for just the City portion of property taxes and the resulting equalized tax rate increase will be \$0.23 per \$1,000 valuation.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council of the City of De Pere opposes any attempt by the State Legislature to eliminate the personal property tax and the computer aid payments local governments receive for tax-exempt computer and related equipment; and at a minimum, the loss in local tax base and resulting tax shift must be addressed before moving forward with the legislation.

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is authorized and directed to forward a copy of this Resolution to the City's Assembly Representatives Andre Jacque, John Macco, and David Steffen; to Senators Frank Lasee, Robert Cowles and Dave Hansen; and to Governor Walker.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of April, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: April 21, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Review request for appraisal for parcels WD-D0076, WD-D0077 and WD-D0078.

ATTACHMENTS:

- Gilson (PDF)

CITY OF DE PERE

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



April 21, 2015

To: Common Council

From: Ken Pabich, Director of Planning and Economic Development

RE: Appraisal for WD-D0076, WD-D0077, WD-D0078

The City has been approached to consider the acquisition of the parcels which are shown in the figure below (total acreage is ~54 acres). The property could be a good addition to the City inventory of industrial land in the west business park. An appraisal of the parcels was completed in 2003; however both parties feel that the appraisal is out of date. Staff is requesting authorization to obtain an appraisal for the properties. Staff obtained quotes and Weiler Appraisal provided the best price at \$1,450. The appraisal would be funded from TID #6.

Recommendation

Staff would recommend that the City proceed with the appraisal process and negotiate options for possible acquisition.



Figure 1. Parcels for Appraisal.

Attachment: Gilson (3306 : Appraisal)

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

MEETING DATE: April 21, 2015

DEPARTMENT: Common Council

FROM: Lisa Renier

SUBJECT: Appointment to various boards and commissions by Mayor Walsh.

ATTACHMENTS:

- April 2015 Appointment Letter (DOC)
- Standing Standing Committee Appointments - 2015 (DOC)

Memo

City of De Pere

To: City Council Members
 From: Michael J. Walsh, Mayor
 Subject: Re-Appointments
 Date: April 17, 2015

I am submitting the following names for re-appointment at the April 21, 2015 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individuals being submitted for your approval.

Board/Commission

Appointment/Re-Appointment

Police & Fire Commission	Maureen Vanden Hogen/Re-Appointment
Board of Health	Pat Finder-Stone/Re-Appointment
Board of Park Commissioners	Sue Schinkten/Re-Appointment
Board of Park Commissioners	Duane (Bill) Volpano/Re-Appointment
Board of Review	Rick Starry/Re-Appointment
Commission on Aging	Rachel Dickhut/Re-Appointment
Commission on Aging	Kathy Kane/Re-Appointment
Plan Commission	James Kalny/Re-Appointment
Board of Appeals	Roger Galler/Re-Appointment

Attachment: April 2015 Appointment Letter (3057 : Appointment to various boards and commissions by Mayor Walsh.)

**STANDING COMMITTEE APPOINTMENTS
BY MAYOR WALSH**

2015

BOARD OF HEALTH

Meets the third Monday of the month: March, May, September, November

Donovan
Kneiszel

BOARD OF PARK COMMISSIONERS

Meets third Thursday of the month

Donovan
Lueck
Rafferty

FINANCE/PERSONNEL COMMITTEE

Meets second Tuesday of the month

Lueck
Crevier
Donovan
Rafferty

LICENSE COMMITTEE

Meets before each Council meeting; first and third Tuesday of the month

Bauer
Boyd
Raasch

BOARD OF PUBLIC WORKS

Meets the first Monday after the first Tuesday of the month

Bauer
Boyd
Kneiszel
Raasch

HISTORIC PRESERVATION

Meets the third Monday of every month

Crevier

WEED COMMISSIONER

Don Melichar

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

MEETING DATE: April 21, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 4-21-15 VOUCHERS (PDF)

4/15/2015 10:01 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04748 APR 2015 COUNCIL - 2 4-21-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6426	ACL							
	I-201503-0	ACL	R	4/21/2015		134.00CR	074758	134.00
2982	ALL CITY COMMUNICATIONS							
	I-4699567-040115	ALL CITY COMMUNICATIONS	R	4/21/2015		158.84CR	074759	158.84
0560	AMERICAN PUBLIC WORKS ASSOCIATION							
	I-201504144558	AMERICAN PUBLIC WORKS ASSOCIAT	R	4/21/2015		660.00CR	074760	660.00
0020	BADGERLAND PRINTING INC							
	I-201504144559	BADGERLAND PRINTING INC	R	4/21/2015		42.50CR	074761	
	I-25438	BADGERLAND PRINTING INC	R	4/21/2015		255.43CR	074761	
	I-25449	BADGERLAND PRINTING INC	R	4/21/2015		36.00CR	074761	333.93
0027	BAY TOWEL INC							
	I-1960379	BAY TOWEL INC	R	4/21/2015		48.20CR	074762	
	I-1962371	BAY TOWEL INC	R	4/21/2015		128.32CR	074762	
	I-1962392	BAY TOWEL INC	R	4/21/2015		84.05CR	074762	
	I-1963794	BAY TOWEL INC	R	4/21/2015		58.78CR	074762	
	I-1967223	BAY TOWEL INC	R	4/21/2015		54.81CR	074762	
	I-1969220	BAY TOWEL INC	R	4/21/2015		60.02CR	074762	434.18
0028	BAY VERTE MACHINERY INC							
	I-245655-00	BAY VERTE MACHINERY INC	R	4/21/2015		22.98CR	074763	22.98
0038	BROADWAY AUTOMOTIVE INC							
	I-436196	BROADWAY AUTOMOTIVE INC	R	4/21/2015		1,852.22CR	074764	1,852.22
2944	BROWN COUNTY JAIL							
	I-201504144560	BROWN COUNTY JAIL	R	4/21/2015		240.00CR	074765	240.00
2984	BROWN COUNTY TREASURER							
	I-2015-00000007	BROWN COUNTY TREASURER	R	4/21/2015		1,815.12CR	074766	1,815.12
7144	CALIPER							
	I-11406369	CALIPER	R	4/21/2015		1,300.00CR	074767	
	I-11408098	CALIPER	R	4/21/2015		325.00CR	074767	1,625.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-201704	CARQUEST AUTO PARTS LLC	R	4/21/2015		16.90CR	074768	16.90
6061	CARRICO AQUATIC RESOURCES INC							
	I-20150756	CARRICO AQUATIC RESOURCES INC	R	4/21/2015		5,250.00CR	074769	5,250.00

Attachment: 4-21-15 VOUCHERS (3319 : Voucher Approval.)

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PAGE: 2

PACKET: 04748 APR 2015 COUNCIL - 2 4-21-15

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
3257	DARYL CARTER							
	I-201504144563	DARYL CARTER	R	4/21/2015		12.01CR	074770	12.01
1	COUSINEAU, KATHY							
	I-201504144565	WATER AEROBIC	R	4/21/2015		98.00CR	074771	98.00
5843	CZARNECKI, RON							
	I-201504144564	CZARNECKI, RON	R	4/21/2015		12.00CR	074772	12.00
6946	DEAN ENTERPRISES LLC							
	I-D-22087	DEAN ENTERPRISES LLC	R	4/21/2015		63.50CR	074773	63.50
4952	E H WACHS COMPANY							
	I-INVI08288	E H WACHS COMPANY	R	4/21/2015		234.50CR	074774	234.50
7145	EAGLE FABRICATION INC.							
	I-2701	EAGLE FABRICATION INC.	R	4/21/2015		1,000.00CR	074775	1,000.00
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0315-1323	EMPLOYEE RESOURCE CENTER INC	R	4/21/2015		347.50CR	074776	347.50
3597	EVIDENT INC.							
	I-93264A	EVIDENT INC.	R	4/21/2015		32.75CR	074777	32.75
0091	FASTENAL COMPANY							
	I-WIGRE307409	FASTENAL COMPANY	R	4/21/2015		16.60CR	074778	
	I-WIGRE307644	FASTENAL COMPANY	R	4/21/2015		3.01CR	074778	
	I-WIGRE307746	FASTENAL COMPANY	R	4/21/2015		9.19CR	074778	28.80
0092	FEAKER & SONS CO INC							
	I-201504144566	FEAKER & SONS CO INC	R	4/21/2015		7,859.93CR	074779	7,859.93
0331	FERGUSON WATERWORKS #1476 INC							
	I-167324-2	FERGUSON WATERWORKS #1476 INC	R	4/21/2015		174.77CR	074780	
	I-168179	FERGUSON WATERWORKS #1476 INC	R	4/21/2015		52.24CR	074780	227.01
4611	FIRE-SAFETY CONSULTING & SERVICES							
	I-126802	FIRE-SAFETY CONSULTING & SERVI	R	4/21/2015		2,152.05CR	074781	2,152.05
6654	FLEETPRIDE							
	I-64567865	FLEETPRIDE	R	4/21/2015		16.91CR	074782	16.91

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PACKET: 04748 APR 2015 COUNCIL - 2 4-21-15

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
3547	FORD CREDIT DEPT 67-434							
	I-1145946	FORD CREDIT DEPT 67-434	R	4/21/2015		35,245.35CR	074783	35,245.35
7146	FOUNTAIN PEOPLE INC.							
	I-15030C1-ML	FOUNTAIN PEOPLE INC.	R	4/21/2015		2,339.00CR	074784	2,339.00
1891	GANNETT WI MEDIA							
	I-8826810	GANNETT WI MEDIA	R	4/21/2015		216.20CR	074785	216.20
0666	GRAY'S INC							
	I-32549	GRAY'S INC	R	4/21/2015		6,699.10CR	074786	6,699.10
2044	GREEN BAY TITLE COMPANY INC							
	I-TS58951	GREEN BAY TITLE COMPANY INC	R	4/21/2015		125.00CR	074787	
	I-TS58952	GREEN BAY TITLE COMPANY INC	R	4/21/2015		125.00CR	074787	250.00
1	HANSEN, ERIK & JANELLE							
	I-201504144567	MAILBOX	R	4/21/2015		31.62CR	074788	31.62
0446	HAWKINS INC							
	I-3710488 RI	HAWKINS INC	R	4/21/2015		4,525.13CR	074789	4,525.13
3521	HD SUPPLY WATERWORKS LTD							
	I-D739531	HD SUPPLY WATERWORKS LTD	R	4/21/2015		483.00CR	074790	
	I-D763545	HD SUPPLY WATERWORKS LTD	R	4/21/2015		600.00CR	074790	1,083.00
5484	HYDROCORP INC							
	I-35166-IN	HYDROCORP INC	R	4/21/2015		2,876.00CR	074791	
	I-35189-IN	HYDROCORP INC	R	4/21/2015		1,415.00CR	074791	4,291.00
1	IABPFF							
	I-201504154576	EMPLOYMENT AD	R	4/21/2015		80.00CR	074792	80.00
0991	IAFC MEMBERSHIP							
	I-201504144568	IAFC MEMBERSHIP	R	4/21/2015		209.00CR	074793	209.00
0471	IAFF LOCAL 141							
	I-201504144569	IAFF LOCAL 141	R	4/21/2015		266.66CR	074794	266.66
1399	INDOFF INC							
	I-2607101	INDOFF INC	R	4/21/2015		349.86CR	074795	
	I-2608504	INDOFF INC	R	4/21/2015		223.89CR	074795	573.75

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PACKET: 04748 APR 2015 COUNCIL - 2 4-21-15

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
1276	JX ENTERPRISES INC							
	I-D-250840176	JX ENTERPRISES INC	R	4/21/2015		125.13CR	074796	125.13
2289	KUSSMAUL ELECTRONICS CO INC							
	I-50076	KUSSMAUL ELECTRONICS CO INC	R	4/21/2015		214.15CR	074797	214.15
4617	LANGUAGE LINE SERVICES							
	I-3570956	LANGUAGE LINE SERVICES	R	4/21/2015		10.87CR	074798	10.87
0156	LAWSON PRODUCTS INC							
	I-9303162334	LAWSON PRODUCTS INC	R	4/21/2015		288.55CR	074799	288.55
5786	LEE, CINDY							
	I-201504144570	LEE, CINDY	R	4/21/2015		35.28CR	074800	35.28
0159	LEXIS NEXIS INC							
	I-1503253685	LEXIS NEXIS INC	R	4/21/2015		214.00CR	074801	214.00
6918	MAILCOM CONSULTING LLC							
	I-13528	MAILCOM CONSULTING LLC	R	4/21/2015		5,199.54CR	074802	5,199.54
2713	MAU & ASSOCIATES							
	I-22574	MAU & ASSOCIATES	R	4/21/2015		525.00CR	074803	525.00
0173	MENARDS INC							
	I-57351	MENARDS INC	R	4/21/2015		22.93CR	074804	22.93
0531	NORTHEAST AUTO PARTS INC							
	C-299671	NORTHEAST AUTO PARTS INC	R	4/21/2015		22.20	074805	
	C-299713	NORTHEAST AUTO PARTS INC	R	4/21/2015		38.50	074805	
	I-299677	NORTHEAST AUTO PARTS INC	R	4/21/2015		5.96CR	074805	
	I-299707	NORTHEAST AUTO PARTS INC	R	4/21/2015		235.14CR	074805	
	I-299723	NORTHEAST AUTO PARTS INC	R	4/21/2015		30.06CR	074805	
	I-299754	NORTHEAST AUTO PARTS INC	R	4/21/2015		39.48CR	074805	
	I-299760	NORTHEAST AUTO PARTS INC	R	4/21/2015		0.95CR	074805	250.89
5433	NORTHEAST WI TECH COLLEGE							
	I-M4386	NORTHEAST WI TECH COLLEGE	R	4/21/2015		770.00CR	074806	
	I-SFT0000106727	NORTHEAST WI TECH COLLEGE	R	4/21/2015		113.69CR	074806	883.69
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-159976	OSHKOSH FIRE & POLICE EQUIPMEN	R	4/21/2015		806.25CR	074807	806.25

Attachment: 4-21-15 VOUCHERS (3319 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
1	PETERS, CAROL							
	I-201504144571	WATER AEROBICS	R	4/21/2015		26.00CR	074808	26.00
0208	POMP'S TIRE SERVICE INC							
	I-90022272	POMP'S TIRE SERVICE INC	R	4/21/2015		358.71CR	074809	358.71
1246	PREVEA WORKMED INC							
	I-94622	PREVEA WORKMED INC	R	4/21/2015		165.75CR	074810	
	I-94686	PREVEA WORKMED INC	R	4/21/2015		37.00CR	074810	202.75
5973	RAE-COR DISTRIBUTING INC							
	I-58742	RAE-COR DISTRIBUTING INC	R	4/21/2015		76.92CR	074811	76.92
1434	PAULA RAHN							
	I-201504144572	PAULA RAHN	R	4/21/2015		102.48CR	074812	102.48
0227	REINDERS INC							
	I-1569051-00	REINDERS INC	R	4/21/2015		22,796.82CR	074813	22,796.82
1890	S I METALS AND SUPPLY							
	I-167010	S I METALS AND SUPPLY	R	4/21/2015		124.50CR	074814	
	I-167146	S I METALS AND SUPPLY	R	4/21/2015		109.50CR	074814	234.00
0501	SAINT MARY'S HOSPITAL							
	I-15962	SAINT MARY'S HOSPITAL	R	4/21/2015		2.52CR	074815	2.52
0235	SAINT VINCENT HOSPITAL							
	I-40509	SAINT VINCENT HOSPITAL	R	4/21/2015		243.62CR	074816	243.62
3234	SHERWIN WILLIAMS							
	I-5130-2	SHERWIN WILLIAMS	R	4/21/2015		14.53CR	074817	
	I-8469-7	SHERWIN WILLIAMS	R	4/21/2015		37.28CR	074817	51.81
4094	STATE BAR OF WISCONSIN							
	I-525613	STATE BAR OF WISCONSIN	R	4/21/2015		72.35CR	074818	72.35
1	TOMLINSON, DENISE							
	I-201504144573	TAE KWON DO	R	4/21/2015		16.00CR	074819	16.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-I484091	TRAFFIC & PARKING CONTROL INC	R	4/21/2015		235.55CR	074820	235.55

Attachment: 4-21-15 VOUCHERS (3319 : Voucher Approval.)

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PACKET: 04748 APR 2015 COUNCIL - 2 4-21-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
0268	TRUCK EQUIPMENT INC							
	I-600902-00	TRUCK EQUIPMENT INC	R	4/21/2015		9.54CR	074821	9.54
0272	UNIFORM SHOPPE INC							
	I-241375	UNIFORM SHOPPE INC	R	4/21/2015		105.95CR	074822	
	I-241710	UNIFORM SHOPPE INC	R	4/21/2015		94.95CR	074822	
	I-241920	UNIFORM SHOPPE INC	R	4/21/2015		52.00CR	074822	
	I-241950	UNIFORM SHOPPE INC	R	4/21/2015		7.00CR	074822	
	I-241969	UNIFORM SHOPPE INC	R	4/21/2015		48.90CR	074822	
	I-242025	UNIFORM SHOPPE INC	R	4/21/2015		9.95CR	074822	
	I-242027	UNIFORM SHOPPE INC	R	4/21/2015		99.95CR	074822	
	I-242089	UNIFORM SHOPPE INC	R	4/21/2015		85.90CR	074822	504.60
7015	US BANK EQUIPMENT FINANCE							
	I-275776136	US BANK EQUIPMENT FINANCE	R	4/21/2015		207.50CR	074823	207.50
5892	VONBRIESEN & ROPER SC							
	I-9848	VONBRIESEN & ROPER SC	R	4/21/2015		572.00CR	074824	572.00
6998	WFCA: THE DAILY DISPATCH							
	I-265	WFCA: THE DAILY DISPATCH	R	4/21/2015		385.00CR	074825	385.00
2645	WI DEPT OF JUSTICE							
	I-201504144574	WI DEPT OF JUSTICE	R	4/21/2015		343.00CR	074826	343.00
7147	WI DEPT OF SAFETY & PROF SERV							
	I-201504144575	WI DEPT OF SAFETY & PROF SERV	R	4/21/2015		180.00CR	074827	180.00
6811	CHRYSTAL WOLLER							
	I-201504154577	CHRYSTAL WOLLER	R	4/21/2015		59.12CR	074828	59.12

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	71	0.00	115,694.51	115,694.51
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	71	0.00	115,694.51	115,694.51

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

Attachment: 4-21-15 VOUCHERS (3319 : Voucher Approval.)

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PACKET: 04748 APR 2015 COUNCIL - 2 4-21-15

VENDOR SET: 01

BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	4/2015	85,257.46CR
201	4/2015	3,877.91CR
405	4/2015	775.00CR
460	4/2015	7,859.93CR
601	4/2015	14,132.03CR
650	4/2015	3,792.18CR
=====		
ALL		115,694.51CR

Attachment: 4-21-15 VOUCHERS (3319 : Voucher Approval.)

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

MEETING DATE: April 21, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 04-21-15 Operator License List (PDF)

CITY OF DE PERE -April 21, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	KOSTREVA, TONI S.	430 S. JEFFERSON ST.	GREEN BAY	WI	54301
2	STENGER, NICK E.	1218 GEORGE ST.	DE PERE	WI	54115
Temporary Operator License Applications					
1	GROTH, DEROLD M.	2006 CHARLES ST.	DE PERE	WI	54115
2	GROTH, JACKIE M.	2006 CHARLES ST.	DE PERE	WI	54115
3	SCHWARTZ, TROY C.	6833 COUNTRY CREEK CT.	GREENLEAF	WI	54126
4	VAN DE KREEKE, DANIEL J.	1770 CRIMSON CT.	DE PERE	WI	54115
5	WENDT, JEROLD W.	1774 CORVALLIS CT.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	ANDERSEN, KRISTA A.	1269 VANDERBRAAK ST.	GREEN BAY	WI	54302
2	DE BAUCHE, KYLE J.	1426 MOHICAN CT.	GREEN BAY	WI	54313
3	KOSTIC, SEBINA B.	2087 TELLY LN.	DE PERE	WI	54115
4	MATUSZEK, FAYE A.	713 MAIN AVE.	DE PERE	WI	54115
5	YANG, ANDREA	1810 AUGUST ST.	GREEN BAY	WI	54302

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

MEETING DATE: April 21, 2015

DEPARTMENT: Common Council

FROM: Judith Schmidt-Lehman

SUBJECT: Discuss Status of Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Centre Ville, LLC (MAC DENTAL) (This item is for joint consideration by the Redevelopment Authority and Common Council).
