

COMMON COUNCIL MEETING NOTICE

Pursuant to Wisconsin Statutes §19.84, notice is hereby given to the public and news media that a regular meeting of the Common Council of the City of De Pere will be held on April 16, 2013 at 7:30 p.m. in the City Hall Council Chambers, Second Floor of De Pere City Hall, 335 South Broadway, De Pere, WI 54115.

This meeting can be viewed LIVE on Time Warner Cable Channel 4 and Channel 99 AT&T U-verse. This meeting is also rebroadcast on Time Warner Cable Channel 4 and Channel 99AT&T U-verse throughout the week.

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

AGENDA FOR SAID MEETING:

1. Roll call.
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the March 26, 2013 special meeting and the April 3, 2013 regular meeting of the Common Council.
4. Public Hearing on a Precise Implementation Plan (PIP) Amendment Application for 5,105 square foot expansion at the Aurora Clinic, 1881 Chicago Street.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. After the hearing is held, Ordinance #13-10, Amending Precise Implementation Plan Aurora Health Care Clinic (ED-649-H-3-7) is presented for consideration.
5. Public comment upon matters not on agenda or other announcements.
6. Recommendation from the Board of Public Works to award bid for:
 - A. Project 13-02 - Concrete Street Rehabilitation – Lost Dauphin Road to Vinton Construction Company.
 - B. Project 13-03 – Pipe Lining to CIPP to Insituform Technologies USA, Inc.
 - C. 2013 Ninth Street Elevated Storage Tank Rehabilitation Project to L.C. United Painting Company, Inc.
7. Recommendation from the Finance/Personnel Committee:
 - A. Request for assistance for Åmål delegation.
 - B. 2013/2014 Dental Insurance Premiums.

8. Ordinance #13-11, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations.
9. Resolution #13-41, Disallowance Of Claim (Thomas Tupper/Connie Sturzl).
10. Resolution #13-42, Authorizing Amendment To Donation Agreement Between The City Of De Pere And Daniel J. And Patricia A. Mangless.
11. Resolution #13-43, Adopting Revised Emergency Operations Plan.
12. Resolution #13-44, Regarding De Pere Sex Offender Residency Compliance Data.
13. Resolution #13-45, Authorizing Agreement For Noxious Weeds/Long Grass Cutting Services Between The City Of De Pere And The Sharper Edge, Inc.
14. Resolution #13-46, Making Recommendation To New Water (formerly GBMSD) Regarding Preferred Revised Sewer Rate Alternative.
15. Resolution #13-47, Authorizing Agreement For Consulting Services Between The City Of De Pere And Carlson Dettmann Consulting, LLC (Employee Classification and Compensation Plan).
16. Resolution #13-48, Authorizing Mutual Release Regarding Naming Rights Agreement For Riverwalk And Wildlife Viewing Pier.
17. Resolution #13-49, Authorizing 2013 Interagency Service Agreement Between The City Of De Pere And Brown County Health Department For Interim Health Officer Services.
18. Resolution #13-50, In Opposition To 2013 Assembly Bill 8 Prohibiting Local Restrictions On Hunting With Bow Or Crossbow Within Municipal Corporate Limits.
19. Election by the Common Council:
 - A. Alderperson members of the Plan Commission.
 - B. President of the Common Council.
20. Re-appointments to various boards and commissions by Mayor Walsh.
21. Discussion regarding the status of the De Pere Riverwalk phase two construction.
22. Voucher approval.
23. Applications for Operator's Licenses.
24. Future agenda items.
25. 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, April 15, 2013 so that arrangements can be made.

AGENDA SENT TO:

Mayor

Alderspersons

Department Heads

TV, Newspapers, & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

RUSS LEGG

JASON DAY

BENJAMIN K & BETH A CHESLOCK

CAROLYN J MARITATO

CITIZENS BANK

DANA V STECKER & STACY C SIMON

DONNETTE M DE ROSSI

GREGORY W & JOAN E WELSH

GUY R & MARY L MC CAULEY

HILGENBERG & ASSOCIATES C

JIM & CHRISTINA WANGERIN

JOHN & JOANN HOUSTON

JOHN R & MARGARET A SCHMIT

JOSEPH A & ELINOR B GRESSICK

JOSHUA STEGER

K & B THOMAS ENTERPRISES

KRISTIE LILJA & WILLIAM P LILJA

MARY J STECKART

MICHAEL P & JODENE L ABRAHAMSON

MICHAEL T & KRISTIN L LABOUE

NEWFLOWER LLC

NICHOLAS J MOMMAERTS

NICSON INC

NILES D & DOROTHY A ERICKSON

PETER A & SARA M ESSER

REDBIRD H & K INC

ROBERT D & REBECCA A VANRENS

ST ANNE S EPISCOPAL CHURCH

STEFAN & JUDITH ELLIOTT

VANESS FAMILY LIMITED PARTNERSHIP

THE SHARPER EDGE, INC.

CARLSON DETTMANN CONSULTING, LLC

BROWN COUNTY HEALTH DEPARTMENT

THOMAS TUPPER & CONNIE STURZL

VINTON CONSTRUCTION

L.C. UNITED PAINTING CO., INC.

INSITUFORM TECHNOLOGIES USA INC.

HYDRO DESIGNS

AURORA MEDICAL GROUP

EXCEL ENGINEERING

ATTN: ACCOUNTS PAYABLE

C/O CORY L HENDRICKS

KEVIN MORAN

CHARLES DETTMANN

JUDY FRIEDERICH

**SPECIAL COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – March 26, 2013**

The Common Council of the City of De Pere, Wisconsin, met in Special Session at the Council Chambers in City Hall, on Tuesday, March 26, 2013.

Mayor Walsh called the meeting to order at 5:34 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, Scott Crevier, Michael Donovan, Jim Kneiszel, Dan Robinson, & Kathy Van Vonderen. Alderpersons James Boyd and Larry Lueck were excused.

2. The Hearing to consider the suspension or revocation of the Class "A" Fermented Malt Beverage Retail License issued to De Pere Service Center, Inc., Keith J. Brunette, Registered Agent, for the premises known as De Pere Mobil Mart, 746 Main Avenue, De Pere, Wisconsin was presented at 5:35 p.m. Alderperson Donovan moved, seconded by Alderperson Crevier, to consider the scheduled hearing for the De Pere Service Center, Inc. in conjunction with the hearing to consider the suspension or revocation of the Operator's License issued to James L. Mueller. Upon vote, motion carried unanimously. Carrie S. Bohrer, Court Reporter, transcribed the minutes for the hearing. Her minutes have been placed on file with the City Clerk's Office and are attached as an addendum to these minutes. Assistant Green Bay City Attorney Kail Decker acted as the Common Council's legal advisor for the hearing, as De Pere City Attorney Judith Schmidt-Lehman brought the charges before the Council and acted in the role of prosecutor.

Alderperson Robinson moved, seconded by Alderperson Van Vonderen, to convene in closed session at 5:55 p.m. pursuant to Wis. Stats. §19.85(1)(a) for deliberations by the Council upon the conclusion of the hearing. Upon roll call vote, motion carried unanimously.

Alderperson Crevier moved, seconded by Alderperson Donovan, to reconvene in open session at 6:40 p.m. pursuant to Wis. Stats. §19.83 and 19.85(2). Upon roll call vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Kneiszel that the license issued to De Pere Service Center, Inc, Agent Keith J. Brunette, for the premises known as De Pere Mobil Mart, 746 Main Avenue, De Pere, be suspended from 9:00 a.m. on April 1st, 2013 to 9:00 a.m. on April 11th, 2013 for a total of 10 days. Upon roll call vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Kneiszel that the Operator License issued to James L. Mueller be revoked immediately. Upon roll call vote, motion carried 4-2 with Alderpersons Donovan and Van Vonderen voting nay.

A recess was taken at 6:53 p.m.

4. The Hearing to consider the suspension or revocation of the Class "A" Fermented Malt Beverage Retail License issued to De Pere Y-Mart, LLC, Robert R. Green, Agent, for the premises known as De Pere Y-Mart, 1017 Fourth Street, De Pere, Wisconsin was presented at 6:50 p.m. Carrie S. Bohrer, Court Reporter, transcribed the minutes for the hearing. Her minutes have been placed on file with the City Clerk's Office and are attached as an addendum to these minutes. Assistant Green Bay City Attorney Kail Decker acted as the Common Council's legal advisor for the hearing, as De Pere City Attorney Judith Schmidt-Lehman brought the charges before the Council and acted in the role of prosecutor.

5. Alderperson Van Vonderen moved, seconded by Alderperson Crevier, to convene in closed session at 7:02 p.m. pursuant to Wis. Stats. §19.85(1)(a) for deliberations by the Council upon the conclusion of the hearing. Upon roll call vote, motion carried unanimously.

Alderperson Donovan moved, seconded by Alderperson Bauer, to reconvene in open session at 7:08 p.m. pursuant to Wis. Stats. §19.83 and 19.85(2). Upon roll call vote, motion carried unanimously.

Alderperson Bauer moved, seconded by Alderperson Kneiszel that the license issued to De Pere Y-Mart, LLC, Robert R. Green, Agent, for the premises known as De Pere Y-Mart, at 1017 Fourth Street, De Pere, be suspended from 9:00 a.m. on April 1st, 2013 to 9:00 a.m. on April 11th, 2013 for a total of 10 days. Upon roll call vote, motion carried unanimously.

Upon motion by Alderperson Van Vonderen, seconded by Alderperson Robinson, the Common Council adjourned at 7:10 p.m.

Respectfully submitted,

Shana Defnet, Clerk-Treasurer

DRAFT

 ORIGINAL

DECISION
IN THE MATTER OF
SPECIAL MEETING OF THE COMMON COUNCIL
OF THE CITY OF DE PERE

Hearing to consider the suspension or revocation of the
Class "A" Fermented Malt Beverage Retail License issued
to De Pere Service Center, Inc., Keith J. Brunette,
Registered Agent, for the premises known as De Pere
Mobil Mart, 746 Main Avenue, De Pere, Wisconsin.

-and-

Hearing to consider the suspension or revocation of
the Operator's License issued to James L. Mueller.

DATE: March 26, 2013

TIME: 5:30 p.m.

LOCATION: DE PERE CITY HALL
335 South Broadway Street
De Pere, Wisconsin

PRESIDING OFFICER:
Mayor Michael J. Walsh
COUNCIL MEMBERS PRESENT:
Kevin Bauer
Scott Crevier
Michael Donovan
James Kneiszel
Daniel Robinson
Kathleen Van Vonderen

ALSO PRESENT:
Shana Defnet, Clerk-Treasurer, City of De Pere
Kail Decker, Assistant City Attorney, City of Green Bay
Judith Schmidt-Lehman, City Attorney, City of De Pere
Keith J. Brunette, Licensee
Kevin Brunette, Licensee
James L. Mueller, Licensee
Peggy Sue Nicklas, Manager, Mobil Mart.

REPORTED BY:
Carrie Bohrer, RPR; Bay Reporting Service, Inc.

TRANSCRIPT OF PROCEEDINGS

MAYOR WALSH: Okay. We are back in session. For Item 2, I'd entertain a motion.

ALDERPERSON BAUER: Based on the admitted facts in the complaint, I move to suspend the alcohol license issued to De Pere Service Center, Inc. for the premises known as De Pere Mobil Mart at 746 Main Avenue for a period of 10 days effective April 1st at 9:00 a.m. and ending at 9:00 a.m. on April 11th, 2013.

ALDERPERSON KNEISZEL: Second.

MAYOR WALSH: Motion by Alderperson Bauer, seconded by Alderperson Kneiszel. Any discussion?

(No response.)

MAYOR WALSH: If not, we'll take a roll call vote, please.

CLERK-TREASURER DEFNET: Alderperson Donovan?

ALDERPERSON DONOVAN: Aye.

CLERK-TREASURER DEFNET: Kneiszel?

ALDERPERSON KNEISZEL: Aye.

CLERK-TREASURER DEFNET: Robinson?

ALDERPERSON ROBINSON: Aye.

HEARING DEPERE NOBILE MART - MARCH 26, 2013

1 CLERK-TREASURER DEFNET: Van Vonderen?
2 ALDERPERSON VAN VONDEREN: Aye.
3 CLERK-TREASURER DEFNET: Bauer?
4 ALDERPERSON BAUER: Aye.
5 CLERK-TREASURER DEFNET: Crevier?
6 ALDERPERSON CREVIER: Aye.
7 MAYOR WALSH: Motion carries. Thank
8 you.
9 Now on Item 3 I'd entertain a motion.
10 ALDERPERSON BAUER: Based on the
11 admitted facts in the complaint, I move to
12 revoke the operator's license issued to James L.
13 Mueller.
14 ALDERPERSON KNEISZEL: Second.
15 MAYOR WALSH: Moved by Alderperson
16 Bauer, seconded by Alderperson Kneiszel. Any
17 discussion?
18 (No response.)
19 MAYOR WALSH: If not, roll call vote,
20 please.
21 CLERK-TREASURER DEFNET: Alderperson
22 Kneiszel?
23 ALDERPERSON KNEISZEL: Aye.
24 CLERK-TREASURER DEFNET: Robinson?
25 ALDERPERSON ROBINSON: Aye.

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HEARING DEPERE NOBILE MART - MARCH 26, 2013

1 CLERK-TREASURER DEFNET: Van Vonderen?
2 ALDERPERSON VAN VONDEREN: Nay.
3 CLERK-TREASURER DEFNET: Bauer?
4 ALDERPERSON BAUER: Aye.
5 CLERK-TREASURER DEFNET: Crevier?
6 ALDERPERSON CREVIER: Aye.
7 CLERK-TREASURER DEFNET: Donovan?
8 ALDERPERSON DONOVAN: Nay.
9 MAYOR WALSH: Motion carries with
10 Alderpersons Van Vonderen and Donovan voting
11 nay.
12 At this time I -- do you have anything that
13 you have to say?
14 MR. DECKER: That concludes this
15 portion of the hearing, so the licensees will
16 receive communication in the mail informing them
17 of this decision. If you have any questions,
18 you can ask me afterwards if you want to stick
19 around; otherwise, I believe there is another
20 item on the agenda.
21 MAYOR WALSH: I don't think those
22 people are here yet.
23 MS. SCHMIDT-LEHMAN: Mr. Green is
24 actually in the hallway. I told him we'd be
25 with him in a minute. I would request a

4

1 five-minute adjournment, though.

2 MAYOR WALSH: Sure. Okay. At this
3 point we'll do a five-minute adjourn.

4 (Proceedings adjourned at 6:43 p.m.)
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STATE OF WISCONSIN)

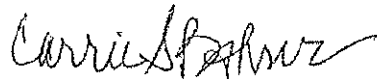
COUNTY OF BROWN)

I, CARRIE BOHRER, a Notary Public and
Registered Professional Reporter in and for the State of
Wisconsin, do hereby certify that the foregoing proceedings
were taken at said time and place and is a true and
accurate transcript of my original machine shorthand notes.

That the appearances were as noted
initially.

That said witness was first duly
sworn/affirmed to testify the truth, the whole truth
and nothing but the truth relative to said cause.

Dated at Green Bay, Wisconsin
This 8th day of April, 2013.



CARRIE BOHRER
Registered Professional Reporter
Notary Public, State of Wisconsin
My Commission expires on 10/30/2016.

HEARING DEPERE NOBILE MART - MARCH 26, 2013

A	City (7) 1:3,12,20 1:21,21,21,21 Class (1) 1:3 Clerk-Treasurer... 1:20 2:19,22,24 3:1,3,5,21,24 4:1 4:3,5,7 commission (1) 6:19 COMMON (1) 1:3 communication (1) 4:16 complaint (2) 2:5 3:11 concludes (1) 4:14 consider (2) 1:4,8 COUNCIL (2) 1:3 1:16 COUNTY (1) 6:2 Crevier (5) 1:17 3:5,6 4:5,6	G foregoing (1) 6:7 G Green (3) 1:21 4:23 6:15 H HALL (1) 1:12 hallway (1) 4:24 hearing (3) 1:4,8 4:15 I informing (1) 4:16 initially (1) 6:12 issued (4) 1:5,9 2:6 3:12 item (3) 2:3 3:9 4:20 J J (3) 1:5,15,22 James (4) 1:9,18 1:23 3:12 Judith (1) 1:21 K Kail (1) 1:21 Kathleen (1) 1:19 Keith (2) 1:5,22 Kevin (2) 1:16,22 Kneiszel (9) 1:18 2:12,15,22,23 3:14,16,22,23 known (2) 1:6 2:7 L L (3) 1:9,23 3:12 license (4) 1:5,9 2:6 3:12 Licensee (3) 1:22 1:22,23 licensees (1) 4:15 LOCATION (1) 1:12 M machine (1) 6:9 mail (1) 4:16 Main (2) 1:6 2:8 Malt (1) 1:5 Manager (1) 1:23 March (1) 1:10 Mart (3) 1:6,23 2:8 MATTER (1) 1:2 Mayor (10) 1:15	2:2,13,17 3:7,15 3:19 4:9,21 5:2 MEETING (1) 1:3 MEMBERS (1) 1:16 Michael (2) 1:15 1:17 minute (1) 4:25 Mobil (3) 1:6,23 2:8 motion (5) 2:3,13 3:7,9 4:9 move (2) 2:5 3:11 Moved (1) 3:15 Mueller (3) 1:9,23 3:13 N nay (3) 4:2,8,11 Nicklas (1) 1:23 Notary (2) 6:5,19 noted (1) 6:11 notes (1) 6:10 O OFFICER (1) 1:14 Okay (2) 2:2 5:2 operator's (2) 1:9 3:12 original (1) 6:9 P Peggy (1) 1:23 people (1) 4:22 Pere (10) 1:3,5,6,6 1:12,13,20,21 2:6 2:8 period (1) 2:9 place (1) 6:8 please (2) 2:18 3:20 point (1) 5:3 portion (1) 4:15 premises (2) 1:6 2:7 PRESENT (2) 1:16 1:20 PRESIDING (1) 1:14 proceedings (3) 2:1 5:4 6:8 Professional (1) 6:6 Public (2) 6:5,19 p.m. (2) 1:11 5:4	Q questions (1) 4:17 R receive (1) 4:16 Registered (2) 1:6 6:6 REPORTED (1) 1:24 Reporter (1) 6:6 Reporting (1) 1:25 request (1) 4:25 response (2) 2:16 3:18 Retail (1) 1:5 revocation (2) 1:4 1:8 revoke (1) 3:12 Robinson (5) 1:18 2:24,25 3:24,25 roll (2) 2:18 3:19 RPR (2) 1:25 6:18 S S (2) 6:5,18 Schmidt-Lehma... 1:21 4:23 Scott (1) 1:17 Second (2) 2:12 3:14 seconded (2) 2:14 3:16 Service (3) 1:5,25 2:7 session (1) 2:3 Shana (1) 1:20 shorthand (1) 6:10 South (1) 1:13 SPECIAL (1) 1:3 State (3) 6:1,6,19 stick (1) 4:18 Street (1) 1:13 Sue (1) 1:23 Sure (1) 5:2 suspend (1) 2:6 suspension (2) 1:4 1:8 T take (1) 2:17 taken (1) 6:8 Thank (1) 3:7 think (1) 4:21 time (3) 1:11 4:12 6:8 told (1) 4:24
B	D Daniel (1) 1:18 DATE (1) 1:10 Dated (1) 6:15 day (1) 6:15 days (1) 2:9 De (10) 1:3,5,6,6 1:12,13,20,21 2:6 2:8 decision (2) 1:1 4:17 Decker (2) 1:21 4:14 Defnet (13) 1:20 2:19,22,24 3:1,3 3:5,21,24 4:1,3,5 4:7 discussion (2) 2:15 3:17 Donovan (6) 1:17 2:20,21 4:7,8,10 E effective (1) 2:9 entertain (2) 2:3 3:9 expires (1) 6:19 F facts (2) 2:5 3:11 FC (1) 6:19 Fermented (1) 1:5 five-minute (2) 5:1 5:3	C call (2) 2:18 3:19 Carrie (3) 1:25 6:5 6:18 carries (2) 3:7 4:9 Center (2) 1:5 2:7 certify (1) 6:7	M 2:2,13,17 3:7,15 3:19 4:9,21 5:2 MEETING (1) 1:3 MEMBERS (1) 1:16 Michael (2) 1:15 1:17 minute (1) 4:25 Mobil (3) 1:6,23 2:8 motion (5) 2:3,13 3:7,9 4:9 move (2) 2:5 3:11 Moved (1) 3:15 Mueller (3) 1:9,23 3:13 N nay (3) 4:2,8,11 Nicklas (1) 1:23 Notary (2) 6:5,19 noted (1) 6:11 notes (1) 6:10 O OFFICER (1) 1:14 Okay (2) 2:2 5:2 operator's (2) 1:9 3:12 original (1) 6:9 P Peggy (1) 1:23 people (1) 4:22 Pere (10) 1:3,5,6,6 1:12,13,20,21 2:6 2:8 period (1) 2:9 place (1) 6:8 please (2) 2:18 3:20 point (1) 5:3 portion (1) 4:15 premises (2) 1:6 2:7 PRESENT (2) 1:16 1:20 PRESIDING (1) 1:14 proceedings (3) 2:1 5:4 6:8 Professional (1) 6:6 Public (2) 6:5,19 p.m. (2) 1:11 5:4	Q questions (1) 4:17 R receive (1) 4:16 Registered (2) 1:6 6:6 REPORTED (1) 1:24 Reporter (1) 6:6 Reporting (1) 1:25 request (1) 4:25 response (2) 2:16 3:18 Retail (1) 1:5 revocation (2) 1:4 1:8 revoke (1) 3:12 Robinson (5) 1:18 2:24,25 3:24,25 roll (2) 2:18 3:19 RPR (2) 1:25 6:18 S S (2) 6:5,18 Schmidt-Lehma... 1:21 4:23 Scott (1) 1:17 Second (2) 2:12 3:14 seconded (2) 2:14 3:16 Service (3) 1:5,25 2:7 session (1) 2:3 Shana (1) 1:20 shorthand (1) 6:10 South (1) 1:13 SPECIAL (1) 1:3 State (3) 6:1,6,19 stick (1) 4:18 Street (1) 1:13 Sue (1) 1:23 Sure (1) 5:2 suspend (1) 2:6 suspension (2) 1:4 1:8 T take (1) 2:17 taken (1) 6:8 Thank (1) 3:7 think (1) 4:21 time (3) 1:11 4:12 6:8 told (1) 4:24

BAY REPORTING SERVICE, INC.

800-424-2224

920-432-5662

HEARING DEPERE NOBILE MART - MARCH 26, 2013

transcript (2) 2:1
6:9
true (1) 6:9

V

Van (6) 1:19 3:1,2
4:1,2,10
Vonderen (6) 1:19
3:1,2 4:1,2,10
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voting (1) 4:10

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2:2,13,17 3:7,15
3:19 4:9,21 5:2
want (1) 4:18
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Wisconsin (6) 1:6
1:13 6:1,7,15,19

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1st (1) 2:9
10 (1) 2:9
10/30/16 (1) 6:19
11th (1) 2:10

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2 (1) 2:3
2013 (3) 1:10 2:11
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26 (1) 1:10

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3 (1) 3:9
335 (1) 1:13

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5:30 (1) 1:11

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746 (2) 1:6 2:8

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8th (1) 6:15

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DECISION
IN THE MATTER OF

ORIGINAL

SPECIAL MEETING OF THE COMMON COUNCIL
OF THE CITY OF DE PERE

Hearing to consider the suspension or revocation of
Class "A" Fermented Malt Beverage Retail License
issued to De Pere Y-Mart, LLC, Robert R. Green,
Agent, for the premises known as De Pere Y-Mart, at
1017 Fourth Street, De Pere, Wisconsin.

DATE: March 26, 2013

TIME: 6:50 p.m.

LOCATION: DE PERE CITY HALL
335 South Broadway Street
De Pere, Wisconsin

PRESIDING OFFICER:
Mayor Michael J. Walsh

COUNCIL MEMBERS PRESENT:

Kevin Bauer
Scott Crevier
Michael Donovan
James Kneiszel
Daniel Robinson
Kathleen Van Vonderen

ALSO PRESENT:

Shana Defnet, Clerk-Treasurer, City of De Pere
Kail Decker, Assistant City Attorney, City of Green Bay
Judith Schmidt-Lehman, City Attorney, City of De Pere
Robert R. Green, Licensee

REPORTED BY:
Carrie Bohrer, RPR
Bay Reporting Service, Inc.

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TRANSCRIPT OF PROCEEDINGS

MAYOR WALSH: Okay. We're back in session on the record. At this time I'd entertain a motion.

ALDERPERSON BAUER: Based on the admitted facts in the complaint, I move to suspend the alcohol license issued to De Pere Y-Mart, LLC, for the premises known as De Pere Y-Mart, located at 1017 Fourth Street, for a total of 10 days, effective April 1st, 2013, at 9:00 a.m., and ending on -- at 9:00 a.m. on April 11th, 2013.

ALDERPERSON KNEISZEL: Second.

MAYOR WALSH: Moved by Alderperson Bauer, seconded by Alderperson Kneiszel. Any discussion?

(No response.)

MAYOR WALSH: Roll call vote, please.

CLERK-TREASURER DEFNET: Alderperson Bauer?

ALDERPERSON BAUER: Aye.

CLERK-TREASURER DEFNET: Crevier?

ALDERPERSON CREVIER: Aye.

CLERK-TREASURER DEFNET: Donovan?

ALDERPERSON DONOVAN: Aye.

HEARING DEPERE Y-MART - MARCH 26, 2013

1 CLERK-TREASURER DEFNET: Kneiszel?
2 ALDERPERSON KNEISZEL: Aye.
3 CLERK-TREASURER DEFNET: Robinson?
4 ALDERPERSON ROBINSON: Aye.
5 CLERK-TREASURER DEFNET: Van Vonderen?
6 ALDERPERSON VAN VONDEREN: Aye.
7 MAYOR WALSH: Motion carried. Thank
8 you. Kail?
9 MR. DECKER: You will receive a
10 communication from the clerk telling you this
11 information, and if you have any questions after
12 this that you need, procedural questions, I can
13 stick around and answer those as well. But that
14 concludes the hearing.
15 MAYOR WALSH: Okay. Item 7, open for
16 a motion to adjourn.
17 ALDERPERSON VAN VONDEREN: So move.
18 ALDERPERSON ROBINSON: Second.
19 MAYOR WALSH: Moved by Alderperson
20 Van Vonderen, seconded by Alderperson Robinson.
21 All those in favor?
22 (All alderpersons voted aye.)
23 MAYOR WALSH: Opposed?
24 (No response.)
25 MAYOR WALSH: Motion carried. Thank

HEARING DEPERE Y-MART - MARCH 26, 2013

1 you.

2 (Proceedings concluded at 7:10 p.m.)

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STATE OF WISCONSIN)

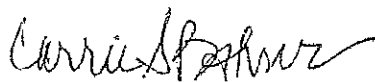
COUNTY OF BROWN)

I, CARRIE BOHRER, a Notary Public and
Registered Professional Reporter in and for the State of
Wisconsin, do hereby certify that the foregoing proceedings
were taken at said time and place and is a true and
accurate transcript of my original machine shorthand notes.

That the appearances were as noted
initially.

That said witness was first duly
sworn/affirmed to testify the truth, the whole truth
and nothing but the truth relative to said cause.

Dated at Green Bay, Wisconsin
This 8th day of April, 2013.



CARRIE BOHRER
Registered Professional Reporter
Notary Public, State of Wisconsin
My Commission expires on 10/30/2016.

HEARING DEPERE Y-MART - MARCH 26, 2013

A	concluded (1) 4:2 concludes (1) 3:14 consider (1) 1:4 COUNCIL (2) 1:3 1:15 COUNTY (1) 5:2 Crevier (3) 1:16 2:22,23	J	2:8 place (1) 5:8 please (1) 2:18 premises (2) 1:6 2:8 PRESENT (2) 1:15 1:20 PRESIDING (1) 1:13 procedural (1) 3:12 proceedings (3) 2:1 4:2 5:8 Professional (1) 5:6 Public (2) 5:5,19 p.m. (2) 1:10 4:2	State (3) 5:1,6,19 stick (1) 3:13 Street (3) 1:6,11 2:9 suspend (1) 2:7 suspension (1) 1:4
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C call (1) 2:18 Carrie (3) 1:24 5:5 5:18 carried (2) 3:7,25 certify (1) 5:7 City (7) 1:3,11,20 1:21,21,21,21 Class (1) 1:5 clerk (1) 3:10 Clerk-Treasurer... 1:20 2:19,22,24 3:1,3,5 commission (1) 5:19 COMMON (1) 1:3 communication (1) 3:10 complaint (1) 2:6	F facts (1) 2:6 favor (1) 3:21 FC (1) 5:19 Fermented (1) 1:5 foregoing (1) 5:7 Fourth (2) 1:6 2:9	M machine (1) 5:9 Malt (1) 1:5 March (1) 1:9 MATTER (1) 1:2 Mayor (9) 1:14 2:2 2:14,18 3:7,15,19 3:23,25 MEETING (1) 1:3 MEMBERS (1) 1:15 Michael (2) 1:14 1:17 motion (4) 2:4 3:7 3:16,25 move (2) 2:6 3:17 Moved (2) 2:14 3:19	S S (2) 5:5,18 Schmidt-Lehma... 1:21 Scott (1) 1:16 Second (2) 2:13 3:18 seconded (2) 2:15 3:20 Service (1) 1:25 session (1) 2:3 Shana (1) 1:20 shorthand (1) 5:10 South (1) 1:11 SPECIAL (1) 1:3	W Walsh (9) 1:14 2:2 2:14,18 3:7,15,19 3:23,25 We're (1) 2:2 Wisconsin (6) 1:6 1:12 5:1,7,15,19
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HEARING DEPERE Y-MART - MARCH 26, 2013

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BAY REPORTING SERVICE, INC.

800-424-2224

920-432-5662

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – APRIL 3, 2013**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Wednesday, April 3, 2013.

Mayor Mike Walsh called the meeting to order at 7:32 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Mike Donovan, Larry Lueck, Dan Robinson, & Kathy Van Vonderen. Alderperson Jim Kneiszel was excused. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Donovan moved, seconded by Alderperson Robinson, to approve the minutes of the March 14, 2013 special meeting and March 19, 2013 regular meeting of the Common Council. Upon vote, the minutes were approved unanimously. Mayor Walsh thanked Dan Robinson and Kathy Van Vonderen for their service to the City of De Pere.

4A. A Public Hearing on proposed issue of amending the Industrial Development Revenue Bonds by the City of De Pere to help finance the expansion, construction, improvement and/or equipping of Forte Composites, Inc., a manufacturing facility located at 2201 American Boulevard was presented. Clerk Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on March 21, 2013.

4B. City Administrator Larry Delo stated that the Finance/Personnel Committee recommended approval.

Mayor Walsh declared the public hearing open for anyone wishing to speak; there was no one present who wished to speak so the public hearing was closed.

4C. Resolution 13-35, Authorizing Amendments to \$505,000 & \$600,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bonds 2002 Bonds & 2005 Bonds was presented for consideration. Alderperson Donovan moved, seconded by Alderperson Boyd, to approve the resolution. Upon vote, motion carried unanimously.

5. Public Comment or other Announcements. None.

RECOMMENDATION FROM THE PARK BOARD

6A. A \$500 donation from De Pere Optimist Club to assist in running the Easter Egg Hunt special event at the Community Center was presented. Alderperson Crevier moved, seconded by Alderperson Robinson to approve the donation. Upon vote, motion carried unanimously.

6B. A \$500 donation from the De Pere Optimist Club Pink to the Summer Day Camp Program to purchase t-shirts for participants was presented. Alderperson Crevier moved, seconded by Alderperson Robinson to approve the donation. Upon vote, motion carried unanimously.

6C. A donation of two cell phones from Cellcom to be used during the Summer Day Camp Program, valued at \$500 was presented. Alderperson Donovan moved, seconded by Alderperson Crevier to approve the donation. Upon vote motion carried unanimously.

6D. A donation from Alex La Valley for Patriot Park clean-up as part of an Eagle Scout Project was presented. Alderperson Boyd moved, seconded by Alderperson Robinson to approve the donation. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE PLAN COMMISSION

7A. A recommendation from the Plan Commission to approve a combination CSM at 875 Lawrence Drive, Agent - Mach IV was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the recommendation. Upon vote, motion carried unanimously.

7B. A single lot and outlot at 901 Third Street (and Memory Lane), Agent – Steve Bieda was presented. Alderperson Donovan moved, seconded by Alderperson Lueck to approve the recommendation. Upon vote, motion carried unanimously.

7C. A recommendation from the Plan Commission to approve two lots at 2730 Ryan Road, Agent – Steve Bieda was presented. Alderperson Lueck moved, seconded by Alderperson Bauer to approve the recommendation. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE BOARD OF HEALTH

8. Recommendation from the Board of Health to disband the De Pere Health Department and utilize Brown County Health Department for public health services was presented. Alderperson Robinson moved, seconded by Alderperson Boyd to approve the recommendation (for the purpose of beginning discussion). Human Resources Director Shannon Metzler gave background of the Health Department to the Council. Dennis Hibray, Regional Director of the Wisconsin Department of Health Services, was present and answered the Council's questions. Discussion followed. Alderperson Donovan moved, seconded by Alderperson Robinson to open the meeting. Upon vote, motion carried unanimously.

Judy Friederichs, Brown County Health Department Director, addressed the Council and stated that Brown County is able to absorb the City of De Pere Health Department if the Council decides to disband.

Ellen Moore, Interim Health Department Director, spoke in favor of keeping the Health Department.

Dr. Richard Erdman, Physician and Medical Advisor for the De Pere Board of Health, 508 Randall Avenue, De Pere, spoke in favor of keeping the Health Department.

Alderperson Crevier moved, seconded by Alderperson Van Vonderen to close the meeting. Upon vote, motion carried unanimously.

Discussion followed. Upon vote, motion failed unanimously to disband the De Pere Health Department.

9. Consideration of Ordinance 13-04 regarding the rezoning request and General Development Plan for a proposed Walgreens located on the northeast corner of South Broadway and Wisconsin Streets (Parcels ED-814, ED-821, ED-821-1, ED-823, ED-825, ED 833-1 and a portion of ED-818) (second reading) was presented. Alderperson Bauer moved, seconded by Alderperson Crevier to approve the ordinance. Alderperson Robinson moved, seconded by Alderperson Van Vonderen to open the meeting. Upon vote, motion carried unanimously.

1. Todd Parczick, 121 S. Winnebago, De Pere, spoke in favor of the Walgreens development.
2. Gene Hackbarth, 933 Oakdale Avenue, De Pere, spoke against the Walgreens development.
3. Rick Nell, 380 Main Avenue, De Pere, spoke in favor of the Walgreens development.
4. Susan Zurawski, 113 S. Broadway, De Pere, spoke against the Walgreens development and read aloud the names of business owners that signed the circulated petition against the development.
5. Tom Bartel, 901 S. Jackson, Green Bay, spoke in favor the of the Walgreens development.
6. Julie Fronsee, 515 George Street, De Pere, spoke in favor of the Walgreens development.
7. Scott Hemauer, 2364 Meadowledge Court, De Pere, spoke against the Walgreens development.
8. Ruth Ann Reynen, 950 Oakdale Avenue, De Pere, spoke against the Walgreens development.

Alderperson Donovan moved, seconded by Alderperson Bauer to close the meeting. Upon vote motion carried unanimously. Alderperson Robinson moved, seconded by Alderperson Donovan to open the meeting. Upon vote, motion carried unanimously. Discussion followed with Mark Lake, Steve Gartman and Michael May, the Walgreens developers. Alderperson Boyd moved, seconded by Alderperson Bauer to close the meeting. Upon vote, motion carried unanimously. Discussion followed. Alderperson Robinson moved, seconded by Alderperson Boyd to amend the ordinance to require Walgreens to allow that 129 S. Broadway be salvaged before destruction. Upon vote, motion carried unanimously. The motion to approve the ordinance as amended was approved 5-2 with Alderpersons Robinson and Van Vonderen voting nay.

A five-minute recess was taken at this time.

10. Resolution 13-36, Authorizing Amendment No. 1 to the Agreement Between the City of De Pere and J.F. Brennan Co., Inc. Regarding Occupancy of City Property Located at 1450 and 1500 Fort Howard Avenue was presented. Alderperson Crevier moved, seconded by Alderperson Lueck to approve the resolution. Upon vote, motion carried unanimously.

11. Resolution 13-37, Authorizing Amendment to Lease Agreement (Brown County Ice Management, Inc.) was presented. Alderperson Donovan moved, seconded by Alderperson Crevier to approve the resolution. Upon vote, motion carried unanimously.

12. Resolution 13-38, Urging Legislation Requiring the Department of Corrections to Provide Statewide Sex Offender Residency Compliance Data and Report was presented. Alderperson Crevier moved, seconded by Alderperson Robinson to approve the resolution. Discussion followed. Upon vote, motion carried 6-1 with Alderperson Lueck voting nay.

13. Resolution 13-39, Extending for an Additional 6 Months the Moratorium on Issuance of Sign Permits for Erecting, Constructing, Enlarging or Structurally Modifying Permanent Off-Premise Signs was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the resolution. Upon vote, motion carried unanimously.

14. Resolution 13-40, Supporting Efforts to Maintain the Tax-Exempt Status of Municipal Bonds was presented. Alderperson Robinson moved, seconded by Alderperson Donovan to approve the resolution. Upon vote, motion carried unanimously.

15. Discussion regarding the status of the De Pere Riverwalk phase two funding was presented. Alderperson Boyd announced donations from Aurora and the De Pere Kiwanis Club.

16. Staff report on status of discussions with WisDOT regarding the former Claude Allouez Bridge Approach property was presented.

17. The vouchers were presented. Alderperson Robinson moved, seconded by Alderperson Van Vonderen to approve the vouchers. Upon vote, motion carried unanimously.

18. Applications for Operator's Licenses were presented.

CITY OF DE PERE - April 3, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	GILLIGAN, JOCELYN S.	2698 WEST POINT ROAD	GREEN BAY	WI	54304
2	HAMILTON, BRENNAN	215 S. MICHIGAN STREET	DE PERE	WI	54115
3	KITSON, MICHAEL J.	1680 W. MAIN CIRCLE, APT. 97	DE PERE	WI	54115
Temporary Operator Licenses for the 2012-2014 Licensing Period					
1	BODEN, RANDY D.	2884 WOODHAVEN CIRCLE	DE PERE	WI	54115
2	BODEN, SHEILA R.	2884 WOODHAVEN CIRCLE	DE PERE	WI	54115
3	BONFIGT, ELIZABETH J.	1778 CAMARILLO COURT	DE PERE	WI	54115
4	CORRIGAN, BRIAN J.	813 FOURTH STREET	DE PERE	WI	54115
5	FRIEDMAN, JULIE A.	1502 13TH AVENUE	GREEN BAY	WI	54304
6	KEEHAN, AMY S.	1925 CHARLES STREET	DE PERE	WI	54115
7	KEEHAN, JOHN J.	1925 CHARLES STREET	DE PERE	WI	54115
8	SMALLS, MICHELLE A.	1132 S. NINTH STREET	DE PERE	WI	54115
9	VANDEHEI, THOMAS J.	1601 SAND ACRES DRIVE	DE PERE	WI	54115

Operator Licenses for the 2012-2014 Licensing Period					
1	DEJARDIN, DANIELLE R.	1581 MORROW STREET	GREEN BAY	WI	54302
2	HAMILTON, ROBERT J.	215 S. MICHIGAN STREET	DE PERE	WI	54115
3	JEROVETZ, KAREN R.	7470 MORRISON ROAD	GREENLEAF	WI	54126
4	LIMBERGER JR., DAVID M.	929 DIVISION STREET	GREEN BAY	WI	54303
5	NICOLAISON, SHAYNA M.	1166 BLUE RIDGE DRIVE	GREEN BAY	WI	54304
6	VANHOOK, CHELSEA A.	2201 PACKERLAND DRIVE	GREEN BAY	WI	54304
7	WIELGUS, RENEE L.	2287 SAMANTHA STREET #55	DE PERE	WI	54115

Alderson Bauer moved, seconded by Alderson Boyd to table Previously Tabled Operator License Application #1, approve Previously Tabled Operator License #2, and to deny Previously Tabled Operator License #3. Upon vote, motion carried unanimously. Alderson Bauer moved, seconded by Alderson Boyd to approve Temporary Operator License Applications #1-9. Upon vote, motion carried unanimously. Alderson Bauer moved, seconded by Alderson Boyd to approve Operator License Applications #1-7. Upon vote, motion carried unanimously.

23. Future Agenda Items. Alderson Donovan requested that the Police Department be directed to provide the Council with bi-annual reports on Sex Offender Residency Compliance in the City of De Pere.

Alderson Van Vonderen moved, seconded by Alderson Robinson to adjourn. Upon vote, motion carried unanimously. The Common Council adjourned at 10:55 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

ORDINANCE #13-10

AMENDING PRECISE IMPLEMENTATION PLAN
AURORA HEALTH CARE CLINIC
(ED-649-H-3-7)

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

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 16th day of April, 2013 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

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

Section 1. That the Precise Implementation Plan for the property located at 1881 Chicago Street (ED-649-H-3-7), legally described as:

Lot 2 of Volume 34, CSM page 192 being part of Private Claim 32, East Side of Fox River, except for 1775716 for road

be and the same is hereby amended to allow for a substantial alteration to the original Planned Development District resulting from a 5,105 square foot facility expansion subject to the following conditions:

Public Works

Storm Water Management

1. The dry detention for peak flow reduction is approved as shown.
2. A signed copy of the maintenance agreement must be provided to City Engineer. The City will have the agreement recorded with the Register of Deeds.

3. The existing storm sewer pipe on City property needs to be removed or bulkheaded, and abandoned with sand/gravel slurry.
4. The rip rap is to be placed flat with smaller stones placed between the voids of the larger stones. The Engineering Department should be contacted upon completion of the work for final review and approval.
5. A ditch check must be place at the entrance of the outlet pipe until the site is stabilized.

Forestry

1. The planting details vary slightly from accepted models; all planting, mulching and staking should be in accordance with WDNR recommendations, and current proper practices.
2. All plant materials and beds should have a follow up schedule for maintenance and replacement. It is essential that this schedule be established to ensure that the plants are maintained for health; any compromised plants should be replaced.
3. A preservation and protection plan for existing vegetation and trees, including City-owned trees and shrubs, should be included on plans when applicable.

Fire

1. A complete detailed plan for construction review must be provided.
2. Separation of hazards/use may be required. Provide floor arrangement for inside structure.
3. Details for the means of egress throughout the structure must be provided. Exit/emergency lighting must be provided throughout the means of egress. Existing and proposed egress locations are subject to field review.
4. Fire extinguishers shall be located at a maximum of 75' travel distances; locate extinguishers towards the exits.
5. Sprinkler system drawings with calcs and cut sheets must be provided for approval prior to installation. Placement of Fire Department siamese connection is subject to review.
6. Fire alarm system drawings must be provided for approval prior to installation or expansion of alarm system.

and as subject to the regulations set forth in and regulated by §14-59, De Pere Municipal Code.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publish: March 7, 2013 and March 14, 2013 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Tuesday, April 16, 2013 at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the Precise Implementation Plan (PIP) amendment request for the following property:

Precise Implementation Plan amendment for a 5,105 sq ft expansion of the Aurora Clinic on 1881 Chicago Street (Parcel ED-649-H-3-7). Petitioner: Jason Day.

A copy of the rezoning application and the general development plan are available through the City of De Pere Planning Department at 335 S. Broadway St., De Pere, WI 54115.

Dated this 7th day of March, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #4: Review the Precise Implementation Plan (PIP) Amendment Application for 5,105 square foot expansion at Aurora Clinic, 1881 Chicago Street, De Pere. Applicant: Jason Day. *

The proposal is for a 5,105 sq. ft. addition onto the existing facility. The site was originally approved as part of a Precise Development District (PDD). The addition will match existing exterior materials. The project will include 42 additional parking stalls. The expansion will require approval by the Plan Commission, and City Council.

Public Works

Does the project meet the City Stormwater regulations?	■ Yes ↑ No ↑ NA
Sewer properly connected?	■ Yes ↑ No ↑ NA
Water properly connected?	■ Yes ↑ No ↑ NA
Access properly designed (driveway and sidewalks)?	■ Yes ↑ No ↑ NA
Are there any issues with easements or right-of-ways?	Yes ■ No ↑ NA
Are there other items that need to be addressed?	■ Yes ↑ No ↑ NA

Required Actions:

Sanitary Sewer: No comments. Sanitary sewer service to be provided from the existing building.

Water Main: No comments. Water service to be provided from the existing building.

Storm Water Management

1. The dry detention for peak flow reduction is approved as shown.
2. Provide a signed copy of the maintenance agreement. The City will have the agreement recorded.
3. The existing storm sewer pipe on City property needs to be removed or bulkheaded, and abandoned with sand/gravel slurry.
4. The rip rap is to be placed flat with smaller stones placed between the voids of the larger stones. The Engineering Department should be contacted upon completion of the work for final review and approval.
5. Place a ditch check at the entrance of the outlet pipe until the site is stabilized.

Traffic/Vehicle Access: No comments. Access will be from the existing driveway.

Forestry & Parks

Does the project meet the City's Landscaping Regulations?	■ Yes ↑ No ↑ NA
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Required Actions:

1. The planting details vary slightly from accepted models; all planting, mulching and staking should be in accordance with WDNR recommendations, and current proper practices.
2. All plant materials and beds should have a follow up schedule for maintenance and replacement. It is essential that this schedule be established to ensure that the plants are maintained for health; any compromised plants should be replaced.
3. A preservation and protection plan for existing vegetation and trees, including City-owned trees and shrubs, should be included on plans when applicable.

Fire

Does the project meet City Fire Codes?	Yes ■ No ↑ NA
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Required Actions:

1. Provide complete detailed plans for construction review.
2. Separation of hazards/use may be required. Provide floor arrangement for inside structure.
3. Provide details for the means of egress throughout the structure. Provide exit/emergency lighting throughout the means of egress. Existing and proposed egress are subject to field review.
4. Provide fire extinguishers at maximum 75' travel distances, locate extinguishers towards the exits.
5. Provide sprinkler system drawings with calcs and cut sheets for approval prior to installation. Placement of fire department siamese connection is subject to review.
6. Provide fire alarm system drawings for approval prior to installation or expansion of alarm system.

Planning & Building Inspection

Does the project meet the design regulations (exterior building elevations/materials)?	■ Yes ↑ No ↑ NA
Does the project meet the City setback requirements?	■ Yes ↑ No ↑ NA
Does the project meet the City parking requirements?	■ Yes ↑ No ↑ NA
Does the project meet the City lighting requirements?	■ Yes ↑ No ↑ NA
Is the refuse properly sited and screened?	■ Yes ↑ No ↑ NA
Will the signage meet City code?	■ Yes ↑ No ↑ NA
Are there other items that need to be addressed?	Yes ■ No ↑ NA

Required Actions: None

Recommendation:

Staff recommends approval of the project with the items identified above being addressed. The project will need approval by the City Council.

	CITY OF DE PERE APPLICATION FOR SITE PLAN REVIEW	Fee: \$ 245.00 Receipt #: <u>79815</u> Date: <u>2-19-13</u>
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Please print or type using black ink for duplicating purposes.

A. Property Owner: Name: Aurora Medical Group, Inc. (Contact: Russ Legg)
Mailing Address: 750 Virginia Street, Milwaukee, WI 53234
Phone: 414-759-2626
Email: russ.legg@aurora.org

I hereby appoint the following as my agent for purposes of this application:

Agent: Name: Excel Engineering, Inc. (Contact: Jason Dye)
Mailing Address: 100 Camelot Drive, Fond du Lac, WI 54935
Phone: 920-322-1687
Email: jason.d@excelengineer.com

B. Property Information

Address/Location of Property: 1881 Chicago Street Parcel #: ED-649-H-3-7
Parcel Dimension: 691' x 340' Parcel Area: 5.48 acres
Legal Description: Lot 2 of CSM 5255, Volume 34, Page 192.

A Site Plan Review is requested as authorized by the De Pere Zoning Code, Section(s): Article XIII, Section 14.60.

Owner Signature

Date

Agent Signature

Date

A plan consisting of all applicable information listed on the attached shall be submitted with this application. An AutoCAD drawing matching the state approved plans must be submitted in Brown County Coordinates before permits can be issued.

Aurora Health Care
De Pere, WI
Date: 2-8-2013
Project Number: 1219510

Project Narrative

The proposed project is located at 1881 Chicago Street in the City of De Pere. The project site is an existing health care clinic with 152 parking stalls located on the north side of Chicago Street, between Brule Rd and Libal St. The total site area is 5.48 acres. The project will consist of a building addition to an existing health care clinic facility. The building addition will be a 5,105 S.F. building addition to an existing 29,700 S.F. building. Additionally, 42 parking stalls and a dry detention area will be added to the site. The existing zoning is B-2 Business with a PDD overlay and the existing use is a health care clinic. The existing developed area on site drains to the southeast and the undeveloped area on the northwest side drains to the north. A dry detention area will be added in result of the project to reduce runoff from the proposed building and parking addition. The total area of site disturbance will be 0.99 acres.

NOTE:
EXISTING UTILITIES SHOWN ARE INDICATED IN ACCORDANCE WITH AVAILABLE RECORDS AND FIELD MEASUREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES, INCLUDING SEWER AND WATER FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITY OWNERS SHALL BE NOTIFIED BY THE CONTRACTOR 72 HOURS PRIOR TO EXCAVATION.

NOTE:
PROPERTY LINES AND EASEMENTS SHOWN ON THIS PLAN WERE DRAFTED FROM INFORMATION CONTAINED IN TITLE COMMITMENT #1107704, BY CHICAGO TITLE INSURANCE COMPANY, DATED JANUARY 8, 2013. AN UPDATED PLAT OF SURVEY HAS NOT BEEN AUTHORIZED AND THE PROPERTY LINES SHOWN ON THIS PLAN MAY BE INCOMPLETE OR IN ERROR.

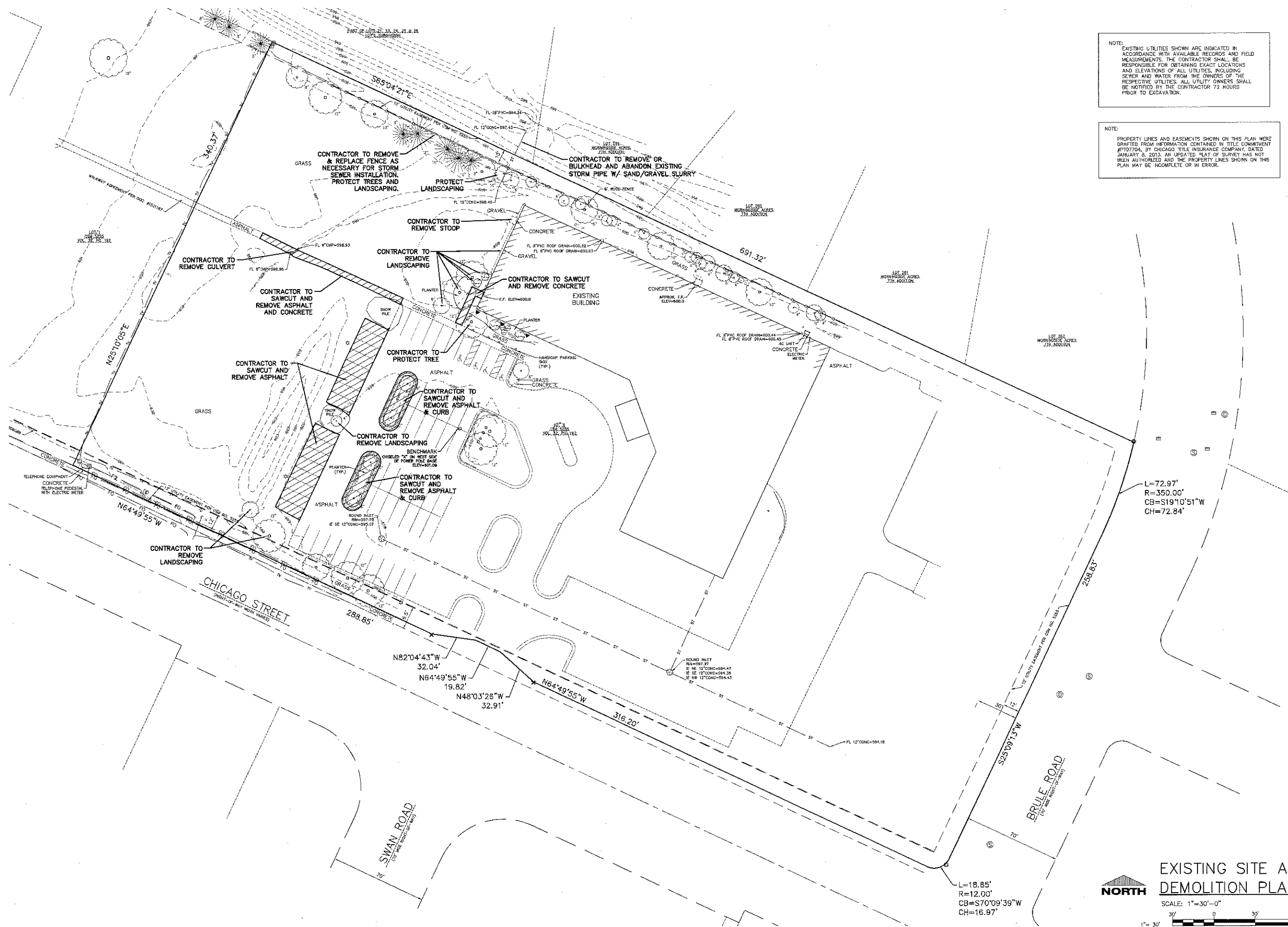
OWNER:
AURORA HEALTH CARE
P.O. BOX 341880
MILWAUKEE, WI 53234

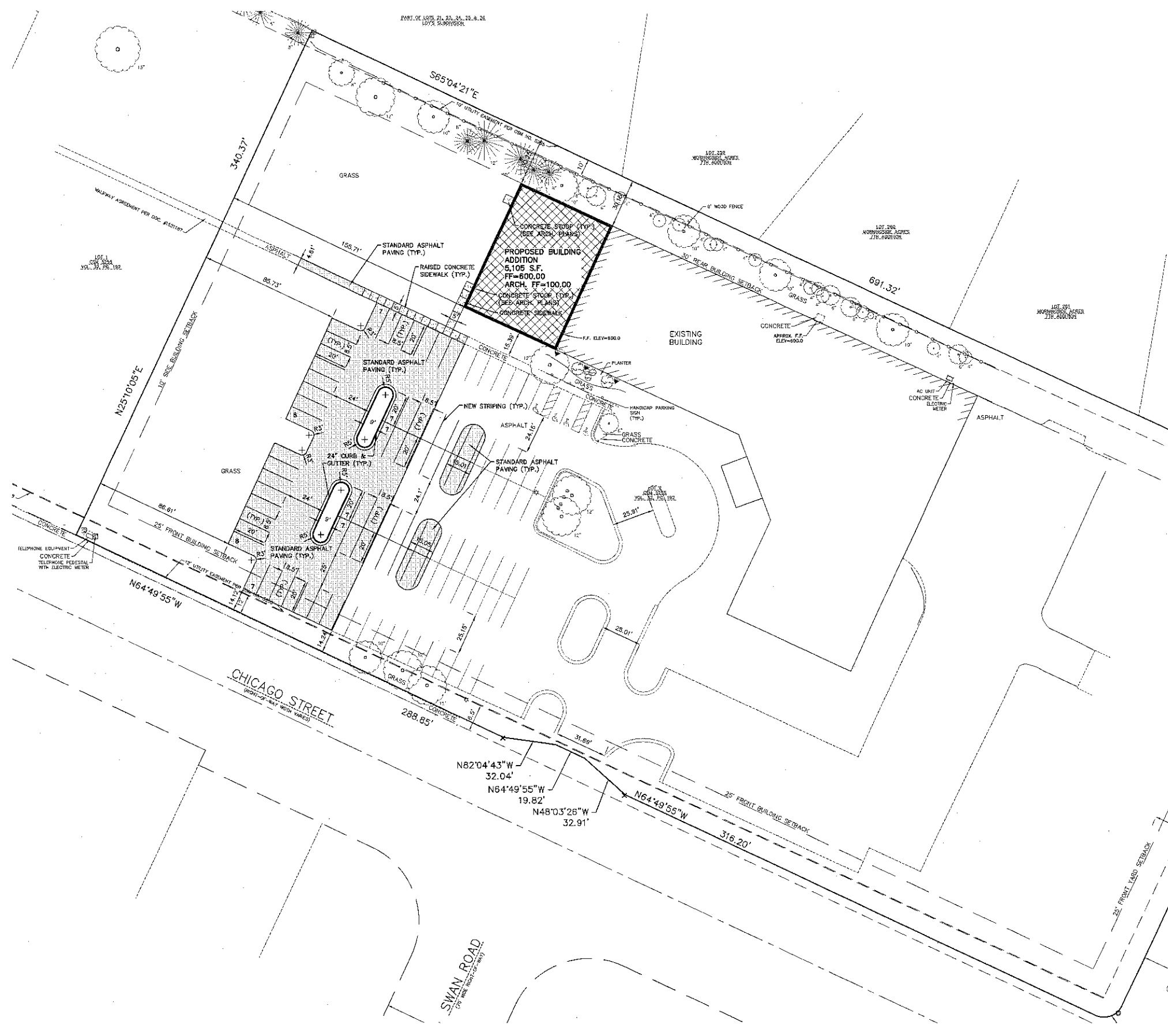
PROJECT:
AURORA DEPERE ADDITION
1881 CHICAGO STREET
DE PERE, WI 54115

PRELIMINARY SHEET DATES:
FEBRUARY 8, 2013
FEBRUARY 27, 2013

JOB NUMBER:
1219510
SHEET

C1.1





SITE INFORMATION:

PROPERTY AREA: AREA = 238,710 S.F. (5.48 ACRES).

EXISTING ZONING: B-2 W/ PDD OVERLAY

PROPOSED ZONING: B-2 W/ PDD OVERLAY

PROPOSED USE: MEDICAL CLINIC

AREA OF SITE DISTURBANCE: 43,000 S.F. (0.99 ACRES)

SETBACKS: BUILDING: FRONT = 25'
SIDE = 10'
REAR = 30'

PAYMENT: FRONT = NON REQ.
SIDE = NON REQ.
REAR = NON REQ.

PROPOSED BUILDING HEIGHT 14'

PARKING REQUIRED: 4 SPACES PER DOCTOR DURING BUSIEST SHIFT
PLUS 1 PER EACH ADDITIONAL EMPLOYEE
4 ADDED DOCTORS = 16 + 7 ADDED EMPLOYEES
(23 SPACES REQ.)

PARKING PROVIDED: 194 SPACES (42 NEW + 152 EXISTING (5 H.C. ACCESSIBLE))

HANDICAP STALLS REQUIRED: 6, HANDICAP STALLS PROVIDED: 6

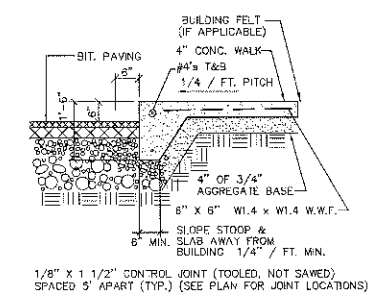
HOURS OF OPERATION: SAME AS EXISTING

BUILDING OCCUPANCY CLASSIFICATION = BUSINESS GROUP B

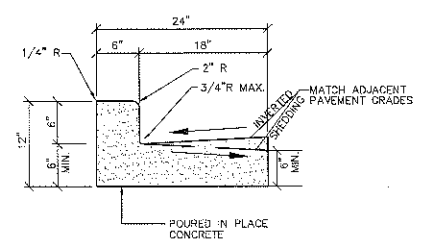
CLASS OF BUILDING CONSTRUCTION = IIB

EXISTING SITE DATA			
	AREA (AC)	AREA (SF)	RATIO
PROJECT SITE	5.48	238,710	
BUILDING FLOOR AREA	0.68	29,700	12.5%
PAVEMENT (ASP. & CONC.)	1.54	67,200	28.1%
TOTAL IMPERVIOUS	2.22	96,900	40.7%
LANDSCAPE/OPEN SPACE	3.26	141,810	59.3%

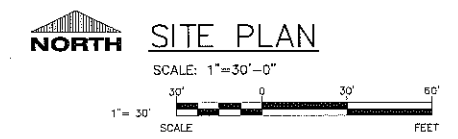
PROPOSED SITE DATA			
	AREA (AC)	AREA (SF)	RATIO
PROJECT SITE	5.48	238,710	
BUILDING FLOOR AREA	0.80	34,805	14.6%
PAVEMENT (ASP. & CONC.)	1.81	79,000	33.0%
TOTAL IMPERVIOUS	2.61	113,805	47.6%
LANDSCAPE/OPEN SPACE	2.87	124,905	52.4%



RAISED WALK DETAIL
NO SCALE



24\"/>



PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

EXCEL
ENGINEERING, INC.

100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

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P.O. BOX 341880
MILWAUKEE, WI 53234

PROJECT:
AURORA DEPERE ADDITION
1881 CHICAGO STREET
DE PERE, WI 54115

PRELIMINARY SHEET DATES:
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1219510
SHEET

C1.2



CONSTRUCTION SEQUENCE	
PHASE	TYPE OF ACTION
1. PRE-CONSTRUCTION ACTION	1. CONTRACTOR TO CALL DIGGERS HOTLINE AT A MINIMUM OF 3 DAYS PRIOR TO CONSTRUCTION.
	2. PLACE ALL SILT FENCE.
	3. CONSTRUCT TRACKING STONE ENTRANCES AND ANY TEMPORARY CONSTRUCTION ROADWAYS.
	4. BEGIN SITE DEMOLITION AS INDICATED ON PLANS.
	5. CONSTRUCT PERMANENT STORMWATER CONVEYANCE SYSTEMS.
	6. CONSTRUCT ANY TEMPORARY STORMWATER CONVEYANCE SYSTEMS AS REQUIRED.
	7. STABILIZE ALL TEMPORARY AND PERMANENT EROSION CONTROL AND STORMWATER CONVEYANCE SYSTEMS BEFORE TOPSOIL CAN BE STRIPPED.
2. CONSTRUCTION ACTION	1. STRIP AND RELOCATE TOPSOIL TO THE DESIGNATED TOPSOIL STOCKPILE LOCATION BY OWNER AND FINISH SITE DEMOLITION.
	2. BEGIN MASS EARTH WORK FOR THE BUILDING PAD AND PAVEMENT AREAS.
	3. CONSTRUCT ANY REMAINING STORMWATER CONVEYANCE SYSTEMS, AND INSTALL ALL OTHER UTILITIES ON SITE.
	4. DIG AND POUR ALL BUILDING FOOTINGS.
	5. PLACE GRAVEL FOR ALL PROPOSED PAVEMENT AREAS.
	6. TOPSOIL, SEED, AND MULCH ALL DISTURBED AREAS OUTSIDE THE BUILDING AND PROPOSED PAVEMENT AREAS.
	7. CONSTRUCT BUILDING.
	8. PAVE DRIVEWAYS AND PARKING AREAS.
	9. TOPSOIL, SEED, AND MULCH ALL OTHER DISTURBED AREAS. PLACE EROSION MATTING AND RIP RAP.
3. POST CONSTRUCTION ACTION	1. CONTRACTOR TO REMOVE TEMPORARY EROSION CONTROL MEASURES UPON SITE STABILIZATION.
	2. SEE THE POST CONSTRUCTION MAINTENANCE PLAN FOR PERMANENT STORMWATER MANAGEMENT SYSTEMS.

CONTRACTOR TO FOLLOW THE EROSION CONTROL SPECIFICATIONS FOR CONSTRUCTION EROSION CONTROL INSPECTION AND MAINTENANCE.

POST CONSTRUCTION OPERATION AND MAINTENANCE PLAN	
THE OWNER OF THE PROPERTY AFFECTED SHALL INSPECT AND MAINTAIN THE FOLLOWING STORMWATER MANAGEMENT SYSTEMS FREQUENTLY, ESPECIALLY AFTER HEAVY RAINFALLS, BUT AT LEAST ON AN ANNUAL BASIS UNLESS OTHERWISE SPECIFIED.	
STORMWATER FACILITY	TYPE OF ACTION
1. LAWN AND LANDSCAPED AREAS	ALL LAWN AREAS SHALL BE KEPT CLEAR OF ANY MATERIALS THAT BLOCK THE FLOW OF STORMWATER. RILLS AND SMALL GULLIES SHALL IMMEDIATELY BE FILLED AND SEEDED OR HAVE SOO PLACED IN THEM. THE LAWN SHALL BE KEPT MOVED, TREE SEEDLINGS SHALL BE REMOVED, AND LITTER SHALL BE REMOVED FROM LANDSCAPED AREAS.
2. SWALES	ALL GRASSED SWALES SHOWING SIGNS OF EROSION, SCOUR, OR CHANNELIZATION SHALL BE REPAIRED, REINFORCED, AND REVEGETATED IMMEDIATELY. ALL SWALES SHALL BE REPAIRED TO THE ORIGINAL PLAN REQUIREMENTS. MOWING SHALL TAKE PLACE NO LESS THAN TWICE PER YEAR AT A HEIGHT OF NO LESS THAN THREE INCHES. GRASSES SHALL NOT BE ALLOWED TO GROW TO A HEIGHT THAT PERMITS BRANCHING OR BENDING. MOWING SHALL ONLY TAKE PLACE WHEN THE GROUND IS DRY, AND ABLE TO SUPPORT MACHINERY.
3. DETENTION BASIN	INLET AND OUTLET PIPES SHALL BE KEPT CLEAR OF DEBRIS. NON-STRUCTURALLY SOUND DEVICES SHALL BE REPLACED. FLOATING LITTER AND ALGAE SHALL BE REMOVED MONTHLY. ALL GRASSED AREAS, EMBANKMENTS, AND FLOW CONTROL DEVICES SHOWING SIGNS OF EROSION SHALL BE REPAIRED, REINFORCED, AND REVEGETATED IMMEDIATELY TO THE ORIGINAL PLAN REQUIREMENTS. DRY BASINS SHALL BE MOWED NO LESS THAN TWICE PER YEAR AT A HEIGHT OF NO LESS THAN 3 INCHES. GRASSES SHALL NOT BE ALLOWED TO GROW TO A HEIGHT THAT PERMITS BRANCHING OR BENDING. MOWING SHALL ONLY TAKE PLACE WHEN THE GROUND IS DRY, AND ABLE TO SUPPORT MACHINERY.
4. RECORD OF MAINTENANCE	THE OPERATION AND MAINTENANCE PLAN SHALL REMAIN ON SITE AND BE AVAILABLE FOR INSPECTION WHEN REQUESTED BY OWNER. WHEN REQUESTED THE OWNER SHALL MAKE AVAILABLE FOR INSPECTION ALL MAINTENANCE RECORDS TO THE DEPARTMENT OR AGENT FOR THE LIFE OF THE SYSTEM.

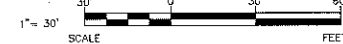
NOTE:
RIP RAP SHALL BE PLACED FLAT WITH SMALLER STONES PLACED BETWEEN THE VOIDS OF LARGER STONES. CONTRACTOR TO CONTACT THE CITY OF DE PERE ENGINEERING DEPARTMENT UPON COMPLETION OF RIP RAP INSTALLATION FOR FINAL REVIEW AND APPROVAL.

NOTE:
SANITARY & WATER SERVICE TO BE EXTENDED FROM EXISTING BUILDING.

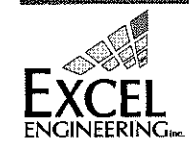


GRADING, UTILITIES AND EROSION CONTROL PLAN

SCALE: 1"=30'-0"



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P.O. BOX 341880
MILWAUKEE, WI 53234

PROJECT:
AURORA DEPERE ADDITION
1881 CHICAGO STREET
DE PERE, WI 54115

PRELIMINARY SHEET DATES:
FEBRUARY 8, 2013
FEBRUARY 27, 2013

JOB NUMBER:
1219510
SHEET

C1.3

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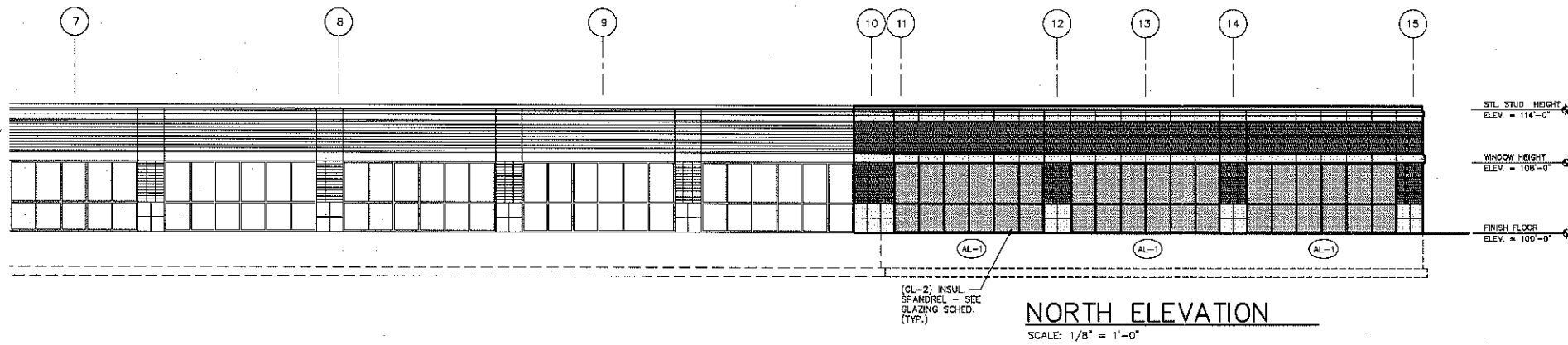
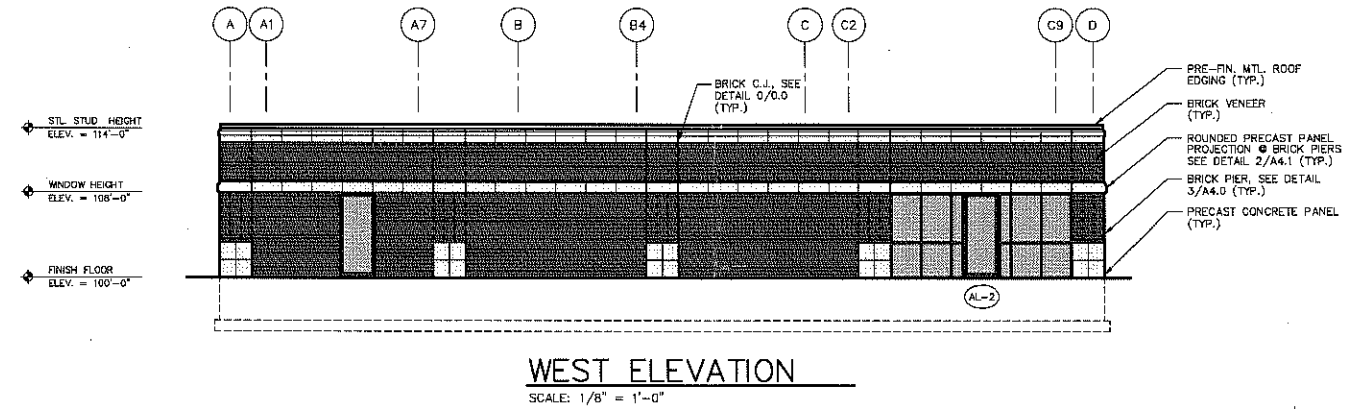
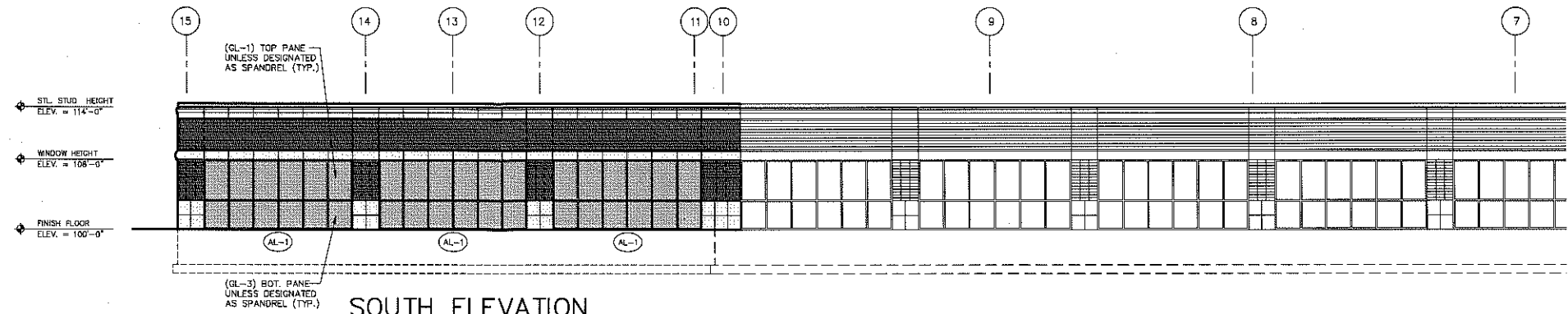
OWNER:
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PROJECT:
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1881 CHICAGO STREET
DE PERE, WI 54115

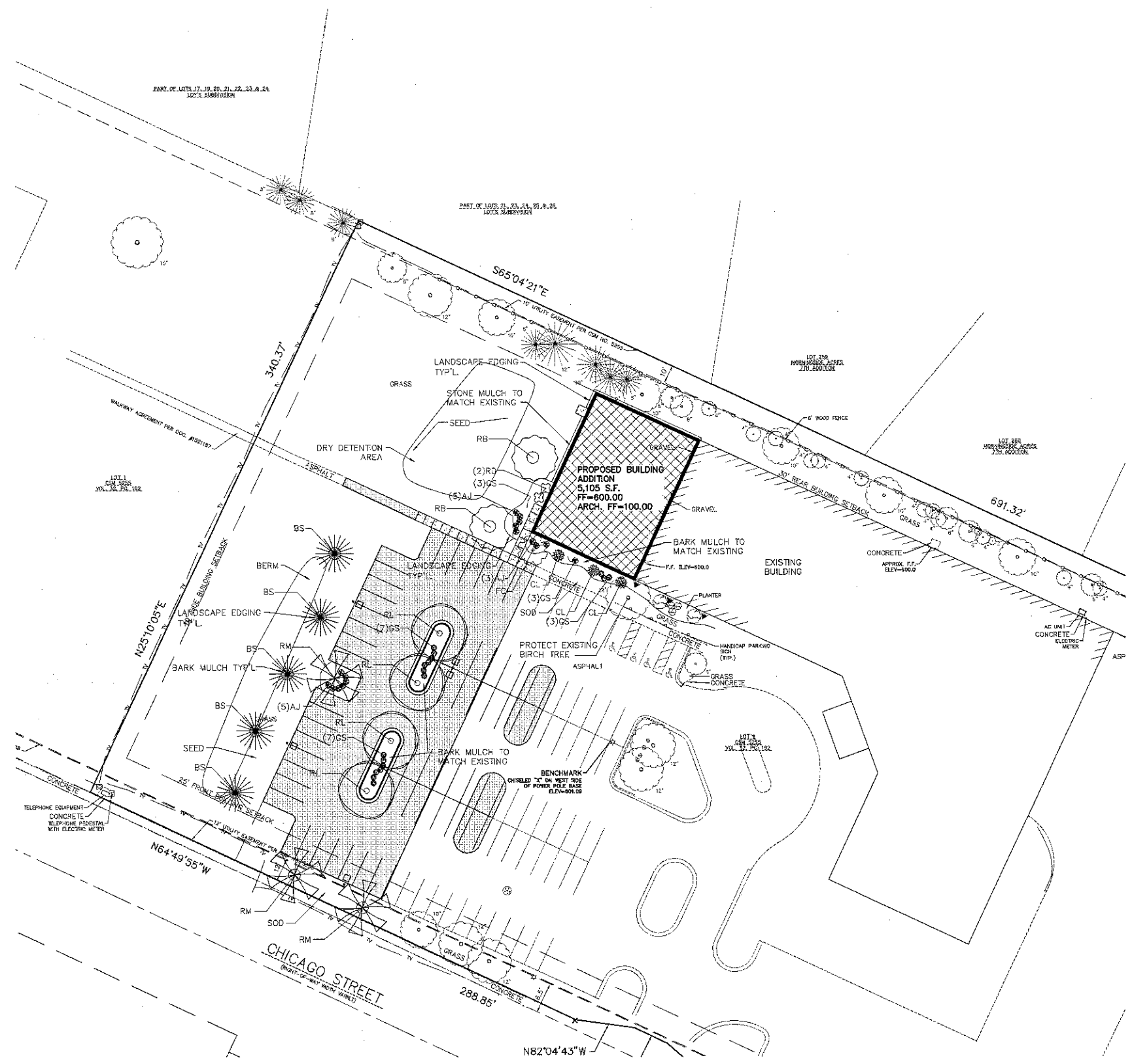
PRELIMINARY
SHEET DATES:
FEBRUARY 11, 2013

JOB NUMBER:
1219510
SHEET

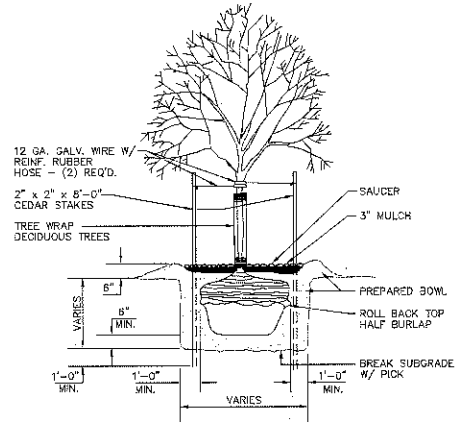
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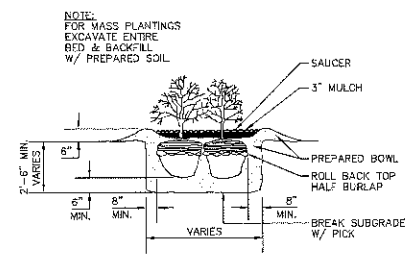
PRELIMINARY DRAWING - NOT FOR CONSTRUCTION



LANDSCAPING NOTES				
SYMBOL	COMMON NAME	BOTANICAL NAME	PLANTED SIZE	MATURE SIZE
DECIDUOUS TREES				
FD	Flowering Crabapple (Spring Snow)	Malus x hybrid (Spring Snow)	2"	15'-20'
RB	River Birch	Betula nigra	2"	30'-40'
RM	Red Sunset Maple	Acer rubrum 'Red Sunset'	2"	40'-60'
RL	Redmond Linden	Tilia americana	2"	25'-30'
EVERGREEN TREES				
BS	Black Hills Spruce	Picea glauca	6"	40'-50'
DECIDUOUS SHRUBS				
CL	Chinese Lilac	Syringa x chinensis	24"	6'-8'
GS	Goldmound Spirea	Spiraea x bumalda 'Goldmound'	15"-18"	2'-3'
AS	Anthony Waterer Spirea	Spiraea x bumalda 'Anthony Water'	15"-18"	2'-4'
RD	Red Twigged Dogwood	Cornus baileyi	30"-36"	8'-10'
EVERGREEN SHRUBS				
AJ	Andorra Juniper	Juniperus horizontalis 'Plumosa'	12"	12'-18"



TREE PLANTING DETAIL
NO SCALE



SHRUB PLANTING DETAIL
NO SCALE

NORTH

LANDSCAPE PLAN

SCALE: 1"=30'-0"

1"= 30' SCALE 30' 0 30' 60' FEET

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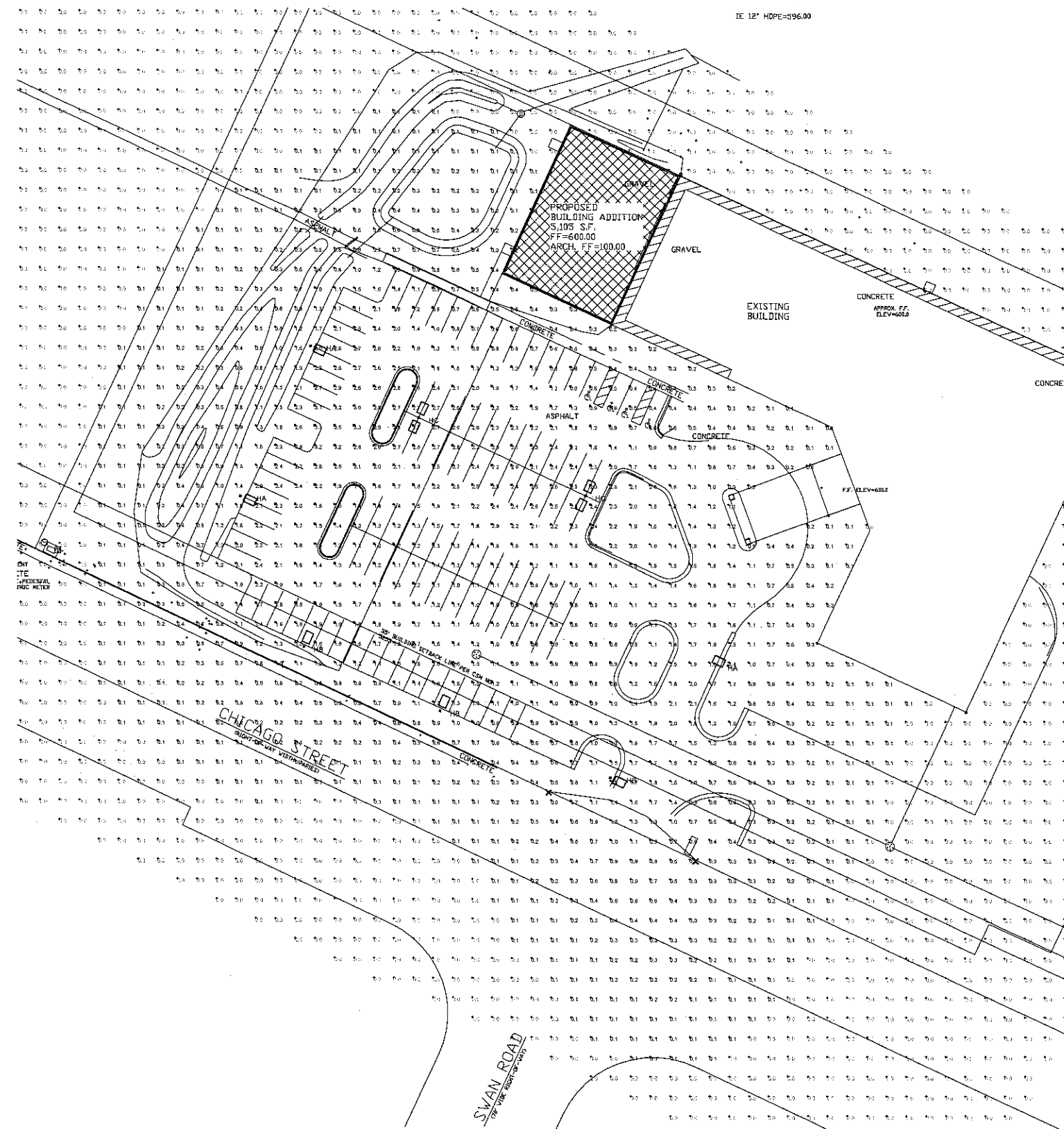
PROJECT:
AURORA DEPERE ADDITION
1881 CHICAGO STREET
DE PERE, WI 54115

PRELIMINARY SHEET DATES:
FEBRUARY 8, 2013

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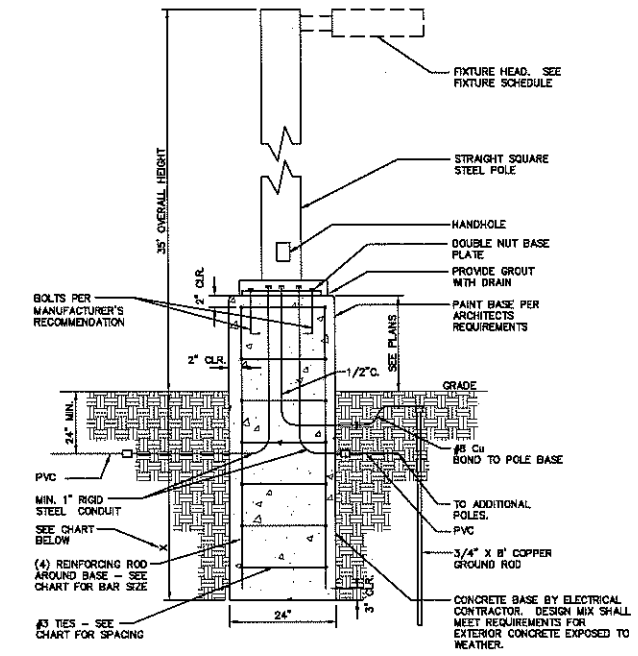
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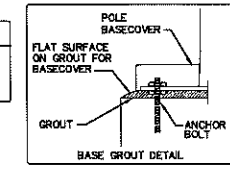
SITE PLAN - PHOTOMETRIC LIGHTING

SCALE: 1" = 30'



NOTES:
A DRILLED 2'-0" DIA. HOLE SHALL BE USED AS THE FORM FOR THE CONCRETE BASE IN UNDISTURBED EARTH, EXCLUDING FILL MATERIAL.
BACKFILL AROUND CONCRETE BASE WITH COMPACTED GRANULAR BACKFILL A MIN. OF 2'-0" IN ALL DIRECTIONS IN EXCAVATED AREAS OR IN EXISTING SOIL CONTAINING FILL OF OBJECTIONABLE MATERIAL.
DESIGN BASED ON IBC-2006: 100 MPH WIND SPEED, EXPOSURE C, 150 PSF/FT LATERAL SOIL PRESSURE, OCCUPANCY CATEGORY II, IMPORTANCE FACTOR 1.0.

POLE HEIGHT	X	REBAR SIZE	#3 TIE SPACING
10'-0" - 20'-0"	73" (INCHES)	#5	10"
21'-0" - 35'-0"	103" (INCHES)	#5	10"
36'-0" - 45'-0"	120" (INCHES)	#6	12"
46'-0" TO 50'-0"	136" (INCHES)	#6	12"



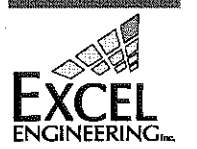
LIGHTPOLE DETAIL

NO SCALE

LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
HA	HA	3	AR3250HPS-E18HS	ARCHETYPE FULL CUTOFF LUMINAIRE DIE CAST ALUM. REFLECTOR SYSTEM WITH HIGH SPECULAR PANELS DIE CAST ALUM. HOUSING AND LENS FRAME CLEAR FLAT GLASS LENS	250 WATT CLEAR, HPS E18 LAMP, HORIZONTAL POSITION, RATED AT 28500 INITIAL LUMENS	ar3-250s-hs.lvs	28500	0.81	250
HB	HB	3	AR4250HPS-E18HS	ARCHETYPE FULL CUTOFF LUMINAIRE DIE CAST ALUM. REFLECTOR SYSTEM WITH HIGH SPECULAR PANELS DIE CAST ALUM. HOUSING AND LENS FRAME CLEAR FLAT GLASS LENS	250 WATT CLEAR, HPS E18 LAMP, HORIZONTAL POSITION, RATED AT 28900 INITIAL LUMENS	ar4-250s-hs.lvs	28900	0.81	250
HD	HD	2	AR3250HPS-E18HS	ARCHETYPE FULL CUTOFF LUMINAIRE DIE CAST ALUM. REFLECTOR SYSTEM WITH HIGH SPECULAR PANELS DIE CAST ALUM. HOUSING AND LENS FRAME CLEAR FLAT GLASS LENS	250 WATT CLEAR, HPS E18 LAMP, HORIZONTAL POSITION, RATED AT 28500 INITIAL LUMENS	ar3-250s-hs.lvs	28500	0.81	500

STATISTICS						
Description	Symbol	Arg	Max	Min	Max/Min	Arg/Min
PARKING LOT	X	1.7 fc	3.5 fc	0.4 fc	8.8:1	4.3:1
SITE	+	0.3 fc	3.5 fc	0.3 fc	N/A	N/A

DRAWING IS INCLUDED FOR REFERENCE ONLY AND SHALL NOT BE CONSIDERED PART OF THE CONSTRUCTION BID DOCUMENTS.



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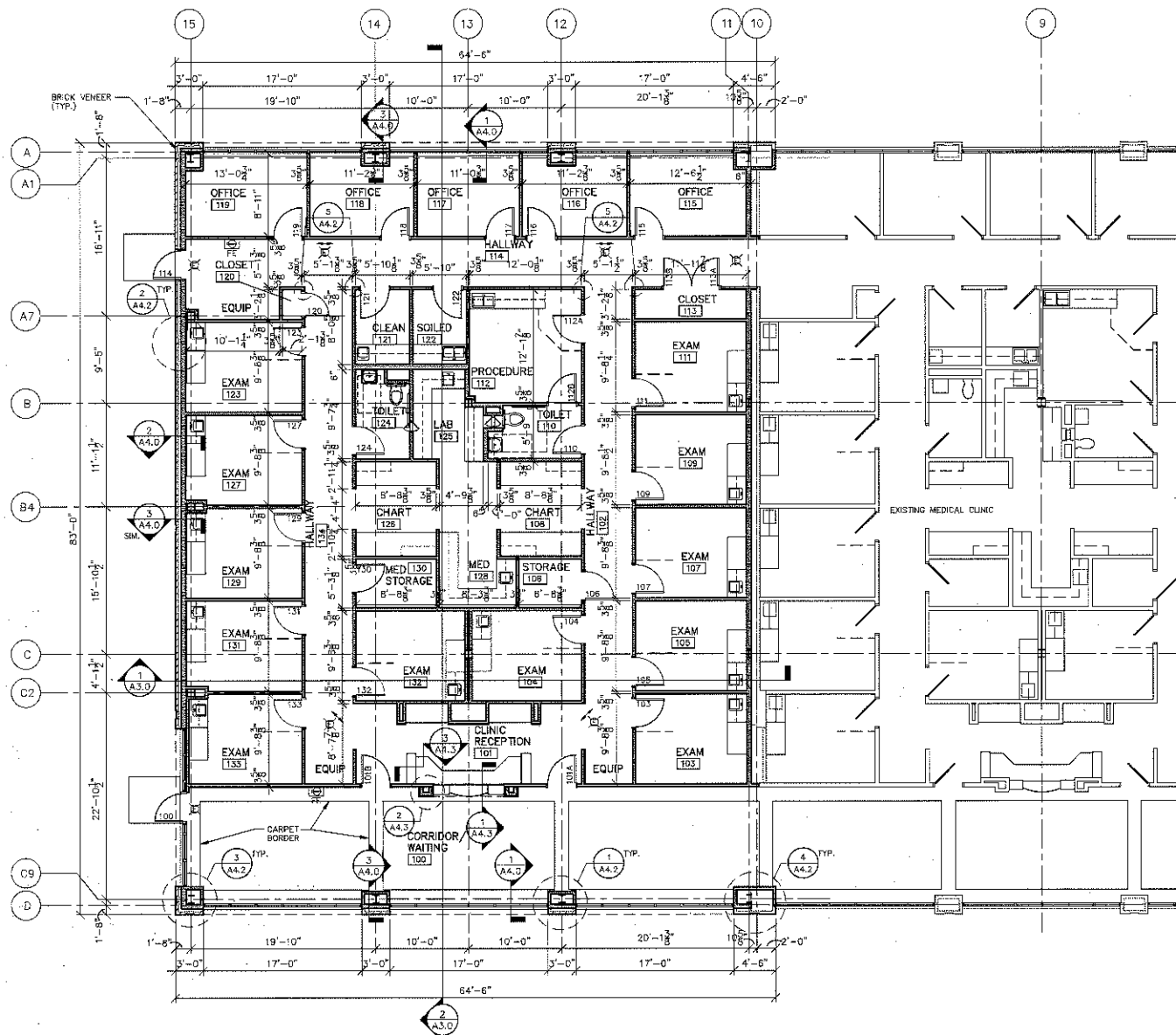
PROJECT:
AURORA DEPERE ADDITION
1881 CHICAGO STREET
DE PERE, WI 54115

PRELIMINARY SHEET DATES:
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SHEET

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DE PERE, WI 54115

PRELIMINARY
SHEET DATES:
FEBRUARY 8, 2013

JOB NUMBER:
1219510
SHEET

PXP2

7

"HA", "HB", & "HC"

Reprint Form 7-82

KIM LIGHTING

Type: "M" - FOLEMOUNT
ICM: AURORA - DE PERE, WI
Catalog number:

1A / AR3 / 250HPS277 / CC / H/S

Qty. 40000 Involts 270V 300W 0.97A
 Description: 250W 270V 300W 0.97A
 Part Number: 250HPS277

Chamber
 Weight
 Volume
 Surface Area

Appendix:

Appendix:

Appendix:

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Specifications

Housing: One-piece diecast, low copper alloy (60/40). All aluminum alloy with integral cooling fins on the optical chamber and electrical compartment. Solid carrier wall separates optical and electrical compartments. Double-thick walls with gaskets on the front and rear mounting and housing frame a half cylinder with 55° three face plane providing a reflector to allow a fully shaped light beam. All hardware is diecast steel to maximize die-cast steel use.

Lens Frame: One-piece diecast, low copper alloy (60/40). All aluminum alloy low flange with 1/8" minimum depth around the glass face flange. Integral flange with die-cast steel pins provide secure mounting and removal from housing. Housing die-cast aluminum cast flange provides positive locking and sealing of the optical chamber. A one-piece molded and extruded silicone gasket provides an airtight seal on the optical module. "Clear" 55° tapered glass lens retained by steel snap clips with full-circle pressure around the perimeter.

Reflector Module: Specular "MIR" optical segments are rigidly mounted within a circular aluminum enclosure that attaches to the housing as a one-piece module. Reflector module is held captive in 3/8" flange, LPS and PMS screw down pressure. All reflector module metal base with molded die-cast aluminum. All reflector modules are factory prewired with customer's plug and include silicone seal at the penetration of the external barrier wall in the fastening flange.

Electrical Module: All electrical components are 1/8" and 1/4" and CTS are constructed, mounted on a single plate and factory prewired with quick-on-connect plug. Electrical module attaches to housing with two ball hinges and isolates, accessible by opening the lens frame only. All bulbs are high power base type, 250W, 270V.

Support Arm: One-piece mounted aluminum with integral ball joints and fully submersed pin and bracket. One-piece aluminum is formed three inch, and includes a mounting plate with side support. Arm is circular and for specified mounting.

Optional Wall Mounting: Plastic mounting is provided on customer walls with a modified steel arm is pre-wired with side access to allow light spill within the arm. Wall mounting bracket is provided to accept any size bulb, and is in the plane of the wall mounting. Junction box and wall mount components are included to match the fixture.

Plastics: Each lens module features a half and quarter inch aluminum (60/40) polycarbonate window. Standard resin (Acrylic) (60/40) Black, Dark Blue, Green, White, Yellow, Red, Purple, Silver, Gold, Bronze, Grey, Tan, Light Grey, and CC Custom Color (Acrylic) (60/40).

CAUTION: Fixtures must be grounded in accordance with national and state electrical codes. Follow to do so rules made in written approval before.

Listings and Ratings

U.S. ETL 15000 250W 270V 300W 0.97A 250HPS277 250HPS277

Canadian for use locations: 250HPS277 250HPS277

UL LISTED FOR USE IN CANADA: 250HPS277 250HPS277

UL LISTED FOR USE IN CANADA: 250HPS277 250HPS277

UL LISTED FOR USE IN CANADA: 250HPS277 250HPS277

UL LISTED FOR USE IN CANADA: 250HPS277 250HPS277

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"HA", "HB", & "HC"

ICM LIGHTING

Type: 14K - POLE MOUNTED
 Size: AURORA-DE PERE, 2W

Mounting

3Y configuration is available
 for round poles only.

Fixture

Cat. No. designates fixture
 and light dimensions.
 See the Kim Site/Roadway
 Cycle Light System Catalog for
 detailed information on
 features, design and
 applications.

Electrical Module

ESM = High Pressure
 Sodium

PMH = Pulse Start
 Metal Halide

Lamp Lamp Use
 Note Type Note
 400 HPS 277

Standard Features

Plan View:

EPA:	1.2	2.4	2.0	3.2	3.2	3.9	n/a
Cat. No.:	11A	2B	2L	3T	3Y	4C	1W

Flat Lens

Light Distribution:

Type I	Type II	Type III	Type IV	Type V
Full Cutoff	Full Cutoff	Full Cutoff	Forward Throw	Wide Spread
Cat. No.:	1AR1	2AR2	3AR3	4AR4
				1AR5

Cat. No. designates modules available.

High Pressure Sodium			
150HPH120	250HPH120	400HPH120	
180HPH120	250HPH120B	400HPH120B	
180HPH240	250HPH240	400HPH240	
150HPH327	250HPH327	400HPH327	
180HPH347	250HPH347	400HPH347	
150HPH460	250HPH460	400HPH460	
ESM, Clear	ESM, Clear	ESM, Clear	
Section	Section	Section	
ANSI Ballast	ANSI Ballast	ANSI Ballast	
Power Save Module			
250PMH120	300PMH120	300PMH120	400PMH120
250PMH120B	300PMH120B	300PMH120B	400PMH120B
250PMH240	300PMH240	300PMH240	400PMH240
250PMH327	300PMH327	300PMH327	400PMH327
250PMH347	300PMH347	300PMH347	400PMH347
250PMH460	300PMH460	300PMH460	400PMH460
ESM, Clear	ESM, Clear	ESM, Clear	
Section	Section	Section	
ANSI Ballast	ANSI Ballast	ANSI Ballast	
Lamp			
400HPS, Clear	400HPS, Clear	400HPS, Clear	400HPS, Clear
Section	Section	Section	
ANSI Ballast	ANSI Ballast	ANSI Ballast	

NOTE: Colors for energy performance and longevity are based on IESNA E-1002. Nightlighting colors change slightly and may vary from those shown in this chart. After 24 hours, after 48 hours, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338,

"HA", "HB", & "HC"

KIM LIGHTING

Type: 3K - POLE MOUNTING
 Jd#: ALUMINA - DE PENE, WI

AR

The Archetype™

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Page 3 of 5

Optional Features

Wall Mounting

Cat. No. ☐ TW
☐ No Option

Select from Mounting on
 page 2.

Fixture mounted to poured concrete walls only. A modified support arm is provided with a screw access to allow fasteners within the arm. A wall mounting bracket (WMB) is provided to accept draw bolts, and a trim plate covers the wall-mounted junction box. All wall mount components are finished in match the fixture.

Wall mount using wall embedded bracket - (box in wall is optional)

Photocell Recaptacle

Cat. No. ☐ A-25
☐ No Option

Fixture supplied with a fully gullaged recaptacle above the electrical compartment for NEMA hose photorelay (by order). For multiple pole mounting with less than three fixtures, one fixture has a recaptacle to operate the others. Four fixtures (250 watt or less) also require one fixture with a recaptacle. Four fixtures (400 watt) require two fixtures with recaptacles.

Recaptacle

Mounting See page 20

5 - Fixtures with Photocell Recaptacle
 5 - Slave unit(s)

1A, 1W

2B

2L

3T, 3Y

4C

5C

Allowable wattage per Section:

150-400W

150-750W

400W

Convex Glass Lens

Cat. No. ☐ CGL
☐ No Option

The 3/4" thick clear convex tempered glass lens replaces the standard flat glass lens. Provides increased low pressure and provides a subtle improvement in uniformity where pole spacing is uniform. Increases effectiveness of heat-treated polycarbonate lens.

Convex Glass Lens

Polycarbonate Lens

Cat. No. ☐ LS
☐ No Option

Fixture supplied with a one-piece vacuum formed, clear, UV stabilized corner polycarbonate lens, 250 watt maximum. May be used with 400/800 watt outdoor locations where ambient air temperature during operation will not exceed 85°F.

Polycarbonate Lens

CAUTION: Use only when vandalism is anticipated to be high. Useful life is limited by UV degradation from sunlight and manual handle lamps.

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"HA", "HB", & "HC"

JCM LIGHTING

Type: 1M • HOLE MOUNTED
Jab: AURORA - DE PERE, WI

Optional Features

Houseline Shield

Cat. No. (see right)
☐ No Option

(Types II, III, and IV only) Houseline with this standard has glass lens are available with stamped aluminum frames for pass stainless light and black houseline light, and a blackened panel added to the reflector to reduce houseline reflections. Features with the optimum convex glass lens are available with a formed aluminum shield that passes stainless light and black houseline light, and a black anodized panel added to the reflector to reduce houseline reflections. Use with a clear lamp only as coated lamps reduce effectiveness.

Cat. No.

☒ HSC Recommended for use with clear lamps only. Effectiveness is reduced for coated lamps. Not for use with Type V light distributions.

☐ HSC for use with all fixtures with correct glass lens. Not for use with Type V light distributions.

HSC for clear lens

HSC for convex lens or polycarbonate lens

Neighbor-Friendly Shield

Cat. No. ☐ NPS
☐ No Option

(Type IV only) Stamped internal shield and blacking panels are used to direct and redirect lighting into a forward direction. The amount of light directed and redirected toward the back of the fixture is dramatically reduced to create extremely low glare behind the pole. Only available on the Type IV versions.

NPS

Temper-Resistant Latch

Cat. No. ☐ TLE
☐ No Option

Standard disc-latch is provided with a cast zinc 16-18 stainless steel fire-resistant version to prevent unauthorized opening.

NOTE: Required only for several protection in locations where fixtures can be reached by unauthorized persons.

Temper-Resistant Latch

Horizontal-Split Mount

Cat. No. ☐ HSF
☐ No Option

Replaces standard mounting arm with a splitter which allows fixture to be mounted on a horizontal pole down-arm with 2 piece stainless steel and 2 1/2" (3.03). Cast aluminum splitter with set screw anti-rotation lock. Bolts to housing from inside the electrical compartment using pre-drilled holes for the standard support arm. Over-arm must be field drilled at a set screw location to insure against fixture rotation. Finished to match duct.

Over-arm with 2" pipe-size (3/8" x 1/2" x 1/2")

No vertical Splitter Mount by 1M

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"HA", "HB", & "HC"

KIM LIGHTING

Type: "HA" - POLE MOUNTED
 Job: AURORA - DE PERE, WI

Optional Features

Special Options for Street Lighting

Cat. No. (See right)

Terminal Block: For field wire connections.
 2500K/4000K color temp terminal block mounted to the housing inside the electrical compartment. Accepts 14-4 wire, factory provided in electrical module (4x4x6-wired) plug.

☐ TB
☐ No Option

Air Filter: Allows for ventilation through the optical chamber. Filtering of air particles above 200 microns. Mounted on solid wall between optical compartment and light coils.

☐ AF
☐ No Option

Terminal Block

Air Filter

Vertical Stairlight Mounting

Cat. No. Include Mounting
 (See right)

☐ No Option

Allows fixture with standard v-mount arm to be mounted to poles having a 2" pipe-size tenon (2 1/2" O.D. x 4 1/2" min. length). All mounting configurations can be used (1A, 1B, 2A, 2B, 3A, 3B, 4C) 2" square or round die-cast aluminum with black cap, finished by four 1/8" stainless steel set pins, allen screws, secured to match fixture and arm.

NOTE: 3Y only available on 4"and 5"lighter.

Cat. No.

☐ VSPF-1A
☐ VSPF-2B
☐ VSPF-2L
☐ VSPF-3T
☐ VSPF-3Y
☐ VSPF-4C

Sealed steel set screws

Square

Cat. No.

☐ VSWF-1A
☐ VSWF-2B
☐ VSWF-2L
☐ VSWF-3T
☐ VSWF-3Y
☐ VSWF-4C

Mounting Configuration

1A - single arm mount
 2B - 2 at 160°
 2L - 2 at 90°
 3T - 3 at 90°
 3Y - 3 at 180°
 4C - 4 at 90°

Pole with 2" square tenon (by client)

Vertical Stairlight Mounting by Kim

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DRAWING IS INCLUDED FOR REFERENCE ONLY
AND SHALL NOT BE CONSIDERED PART OF
THE CONSTRUCTION BID DOCUMENTS.

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

RECOMMENDATIONS

April 9, 2013
De Pere, Wisconsin

Recommendations to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, April 8, 2013:

- A. Recommend award the bid for Project 13-02 Concrete Street Rehabilitation – Lost Dauphin Road to Vinton Construction Company, 2705 N. Rapids Road, Manitowoc, Wisconsin 54221 in the amount of \$431,235.00.
- B. Recommend award the bid for Project 13-03 Pipe Lining – CIPP to Insituform Technologies USA, Inc., 17988 Edison Avenue, Chesterfield, Missouri 63005 in the amount of \$279,394.00.
- C. Recommend award the bid for 2013 Ninth Street Elevated Storage Tank Rehabilitation Project to L.C. United Painting Co., Inc., 3525 Barbara Drive, Sterling Heights, Michigan 48310, in the amount of \$334,000.00.

Respectfully Submitted,

BOARD OF PUBLIC WORKS

Scott J. Thoresen, P.E.
Director of Public Works

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works

From: Karen Heyrman, P.E., Assistant City Engineer *Km 4*

Date: April 3, 2013

Subject: Consider Award of Project 13-02 – Concrete Street Rehabilitation –
Lost Dauphin Road

The Engineering Department received bids on Project 13-02 – Concrete Street Rehabilitation – Lost Dauphin Road on April 2nd. The project consists of sewer relay, water main relay, concrete joint repair, concrete panel replacement, diamond grinding, and joint sealing. An alternate bid was requested for a diamond grinding process (OTCS) that produces a more consistent texture than the traditional process. The bids received were as follows:

Bidder	Base Bid Amount	Alternate Bid Amount
Vinton Construction Company	\$431,235.00	\$458,035.00
Sommers Construction Company, Inc.	\$459,993.50	\$487,466.00
David Tenor Corporation	\$470,179.15	\$497,644.15
Feaker & Sons Co., Inc.	\$477,928.25	\$505,532.25
Cornerstone Pavers, LLC	\$534,866.70	\$561,666.70
LaLonde Contractors, Inc.	Incomplete Bid	Incomplete Bid

The estimate for this project is \$420,000. Sufficient funding is available from the capital improvement budget in the general obligation debt, sewage revenue fund, water utility fund, and storm water utility fund. The staff recommendation is to award the base bid to Vinton Construction Company in the amount of \$431,235.00.

The last bidder did not enter the bid prices on the bid form and did not provide unit prices for some bid items so the resulting total bid could not be verified.

The alternate bid is not recommended because of the additional cost. Staff believes the traditional continuous diamond grinding process will result in a more coarse texture initially and potentially some complaints. The texture of both processes appears similar after the first few years as snow plows remove the ridges left in the continuous diamond grinding process. Attached are images of the result of each process.

PROJECT 13-02 Concrete Street Rehabilitation - Lost Dauphin Rd.

BID TAB

BID TAB															
ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1 Vinton Construction Company		BIDDER NO. 2 Sommers Construction Company, Inc.		BIDDER NO. 3 David Tenor Corporation		BIDDER NO. 4 Feaker & Sons Co. Inc.		BIDDER NO. 5 Cornerstone Pavers, LLC		BIDDER NO. 6 Lalonde Contractors, Inc.	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER															
SS-01	Remove and Relay 8" PVC Sanitary Sewer	LF	900	51.00	\$45,900.00	69.00	\$62,100.00		\$54,000.00	60.75	\$54,675.00	72.50	\$65,250.00		\$0.00
SS-02	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	370	49.90	\$18,463.00	64.00	\$23,680.00	70.00	\$25,900.00	64.75	\$23,957.50	67.60	\$25,012.00		\$0.00
SS-03	Provide Wye on Relayed Sanitary Sewer Pipe (6" or 4")	EACH	7	62.00	\$434.00	150.00	\$1,050.00	125.00	\$875.00	125.00	\$875.00	160.00	\$1,120.00		\$0.00
SS-04	Provide Wye on Existing Sanitary Sewer pipe (6" or 4")	EACH	11	62.00	\$682.00	587.00	\$6,457.00	600.00	\$6,600.00	550.00	\$6,050.00	620.00	\$6,820.00		\$0.00
SS-05	Provide 4' Diameter Sanitary Manhole	VF	22	295.00	\$6,490.00	275.00	\$6,050.00	285.00	\$6,270.00	290.00	\$6,380.00	290.00	\$6,380.00		\$0.00
SS-06	Core Drill Sanitary Manhole	EACH	2	1,160.00	\$2,320.00	777.00	\$1,554.00	500.00	\$1,000.00	1,000.00	\$2,000.00	825.00	\$1,650.00		\$0.00
SS-07	Abandon Existing Sanitary Manhole	EACH	2	305.00	\$610.00	500.00	\$1,000.00	500.00	\$1,000.00	450.00	\$900.00	530.00	\$1,060.00		\$0.00
SS-08	Abandon Sanitary Sewer Pipe	LS	1	4,575.00	\$4,575.00	3,000.00	\$3,000.00	2,300.00	\$2,300.00	1,750.00	\$1,750.00	380.00	\$380.00		\$0.00

STORM SEWER

ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	90		58.50	\$5,265.00	51.00	\$4,590.00	55.00	\$4,950.00	100.00	\$9,000.00	54.00	\$4,860.00	\$0.00
ST-02	Remove and Replace Type B Inlet	EACH	2		1,470.00	\$2,940.00	1,575.00	\$3,150.00	1,700.00	\$3,400.00	1,700.00	\$3,400.00	1,670.00	\$3,340.00	\$0.00

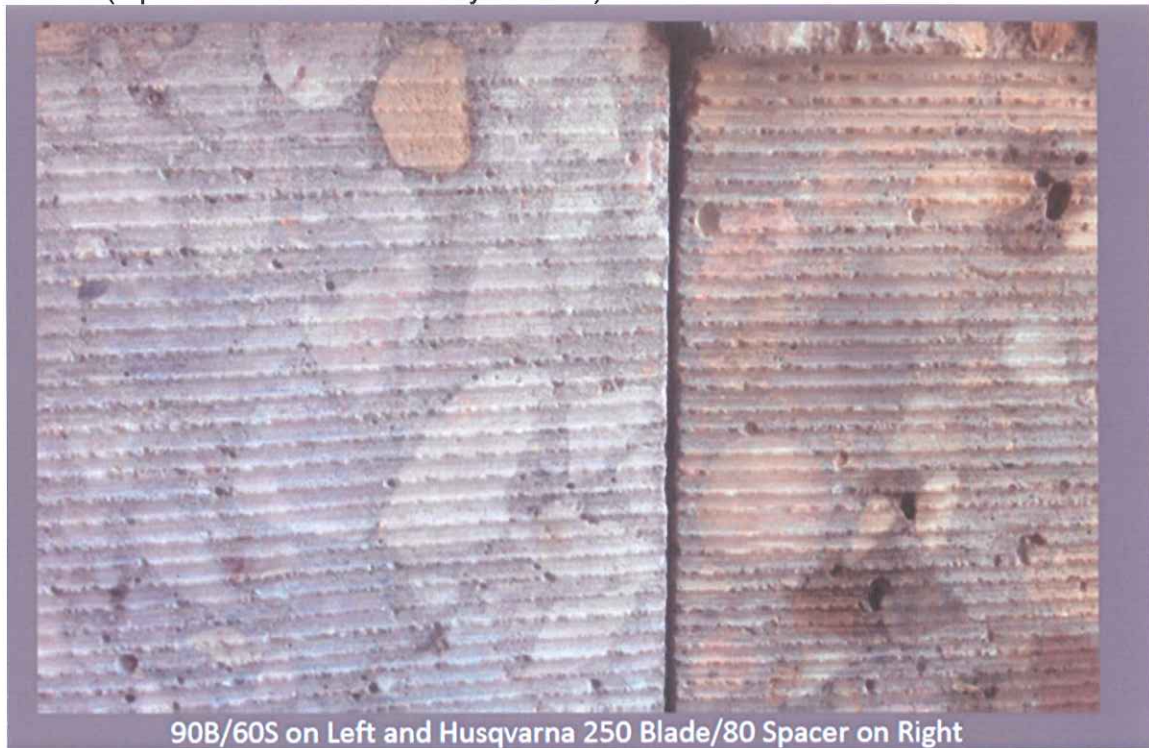
WATER MAIN

W-01	Provide 8" PVC Water Main	LF	240		57.50	\$13,800.00	75.00	\$18,000.00	78.00	\$18,720.00	75.75	\$18,180.00	79.25	\$19,020.00	\$0.00
W-02	Provide 8" Ductile Iron Water Main	LF	50		80.75	\$4,037.50	70.00	\$3,500.00	78.00	\$3,900.00	97.75	\$4,887.50	73.30	\$3,665.00	\$0.00
W-03	Provide 12" PVC Water Main	LF	90		85.00	\$7,650.00	68.00	\$6,120.00	95.00	\$8,550.00	126.75	\$11,407.50	72.00	\$6,480.00	\$0.00
W-04	Provide 8" Valve	EACH	2		1,303.00	\$2,606.00	1,375.00	\$2,750.00	1,300.00	\$2,600.00	1,275.00	\$2,550.00	1,455.00	\$2,910.00	\$0.00
W-05	Provide Connection to Existing Water Main	EACH	2		2,882.00	\$5,764.00	2,000.00	\$4,000.00	1,000.00	\$2,000.00	1,675.00	\$3,350.00	2,120.00	\$4,240.00	\$0.00
W-06	Provide 1" HDPE Water Service	LF	80		56.40	\$4,512.00	44.00	\$3,520.00	59.00	\$4,720.00	62.75	\$5,020.00	46.75	\$3,740.00	\$0.00
W-07	Provide 1" Corporation and Curb Stop	EACH	2		532.00	\$1,064.00	300.00	\$600.00	300.00	\$600.00	350.00	\$700.00	320.00	\$640.00	\$0.00
W-08	Abandon/Remove Water Main and Appurtenances	LS	1		1,950.00	\$1,950.00	2,500.00	\$2,500.00	1,200.00	\$1,200.00	1,565.00	\$1,565.00	2,650.00	\$2,650.00	\$0.00

STREET AND DRAINAGE

SD-01	Cross Stitching Longitudinal Joints and Cracks - 3/4" bars	EACH	330		10.00	\$3,300.00	19.00	\$6,270.00	20.60	\$6,798.00	20.60	\$6,798.00	28.00	\$9,240.00	\$0.00
SD-02	Diamond Grinding Roadway (CDG)	SY	13,550		4.00	\$54,200.00	4.05	\$54,877.50	4.20	\$56,910.00	4.12	\$55,826.00	4.00	\$54,200.00	\$0.00
SD-03	Diamond Grinding Curb Pan	LF	5,930		3.25	\$19,272.50	3.30	\$19,569.00	3.42	\$20,280.60	3.35	\$19,865.50	3.25	\$19,272.50	\$0.00
SD-04	Concrete Pavement Partial Depth Repair - Joint Repair	LF	1,220		15.25	\$18,605.00	16.95	\$20,679.00	17.51	\$21,362.20	17.50	\$21,350.00	22.34	\$27,254.80	\$0.00
SD-05	Concrete Pavement Partial Depth Repair - Crack Repair	LF	340		15.25	\$5,185.00	16.95	\$5,763.00	17.51	\$5,953.40	17.50	\$5,950.00	22.34	\$7,595.60	\$0.00
SD-06	Concrete Pavement Partial Depth Repair - Surface Repair	SF	100		15.25	\$1,525.00	16.95	\$1,695.00	17.51	\$1,751.00	17.50	\$1,750.00	22.34	\$2,234.00	\$0.00
SD-07	Concrete pavement Partial Depth Repair - full depth Adjustment	SF	75		40.00	\$3,000.00	35.00	\$2,625.00	36.05	\$2,703.75	35.05	\$2,628.75	40.00	\$3,000.00	\$0.00
SD-08	Remove and Replace 8-inch Dowelled Concrete Pavement with Integral Curb	SY	300		71.00	\$21,300.00	50.00	\$15,000.00	52.53	\$15,759.00	52.50	\$15,750.00	79.06	\$23,718.00	\$0.00
SD-09	Remove and Replace 8-inch Dowelled Concrete Pavement	SY	620		65.00	\$40,300.00	50.00	\$31,000.00	52.53	\$32,568.60	52.50	\$32,550.00	76.72	\$47,566.40	\$0.00
SD-10	Remove and Replace Concrete Drive - 6" Depth	SY	50		45.00	\$2,250.00	36.00	\$1,800.00	41.20	\$2,060.00	41.20	\$2,060.00	46.00	\$2,300.00	\$0.00
SD-11	Clean and Seal Concrete Pavement Joints	LF	17,000		1.30	\$22,100.00	1.85	\$31,450.00	2.73	\$46,410.00	2.97	\$50,490.00	1.80	\$30,600.00	\$0.00
SD-12	Remove and Replace 8-inch Dowelled Concrete Pavement - large patch within limits of diamond grinding	SY	980		46.30	\$45,374.00	47.00	\$46,060.00	52.53	\$51,479.40	52.50	\$51,450.00	69.51	\$68,119.80	\$0.00
SD-13	Remove and Replace 8-inch Dowelled Concrete Pavement outside limits of diamond grinding - finished surfaced	SY	470		46.30	\$21,761.00	50.00	\$23,500.00	53.56	\$25,173.20	53.50	\$25,145.00	71.14	\$33,435.80	\$0.00
SD-14	Remove and Replace Concrete Sidewalk 4"	SY	125		36.00	\$4,500.00	36.00	\$4,500.00	37.08	\$4,635.00	37.10	\$4,637.50	45.00	\$5,625.00	\$0.00

OTCS (Optimized Texture for City Streets)



Continuous Diamond Grinding



City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer *ERL*
Date: April 4, 2013
Subject: Consider Award of Project 13-03 – Pipe Lining-CIPP

The Engineering Department received bids on Project 13-03 – Pipe Lining-CIPP on March 28th. The project consists of pipe lining of deteriorated sewers at locations around the City. The bids received were as follows:

Bidder	Amount
Insituform Technologies USA, Inc.	\$279,394.00
Visu-Sewer, Inc.	\$289,580.00
Michels Corporation	\$298,930.00
SAK Construction, LLC	\$314,345.00

There was an irregularity in the low bid in that an addendum was issued and acknowledged by Insituform on the Bid Form that they did receive it, but the actual signed addendum was not included with the bid. The staff recommendation is to waive the irregularity of not including the signed addendum and to accept the bid from Insituform Technologies USA, Inc. in the amount of \$279,394.00. Funding will be \$310,000 from the sewage revenue fund. The budgeted amount from the capital improvement budget is \$210,000 from the 2013 budget and an additional \$100,000 from the 2012 sewer lining program. Additional sewer lining was added to the contract to line sewer along the Fox River that was identified as deteriorated based on televising completed this winter.

PROJECT 13-03 Sewer Lining

BID TAB												
BIDDER NO. 1				BIDDER NO. 2				BIDDER NO. 3		BIDDER NO. 4		
Insituform Technologies USA, Inc.				Visu-Sewer Inc.				Michels Corporation		SAK Construction, LLC		
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	
SP-01	8" CIPP -- ALLEY (HURON/ERIE & MERRILL/BOLLES)	LF	510	\$23.50	\$11,985.00	\$26.00	\$13,260.00	\$25.00	\$12,750.00	\$29.75	\$15,172.50	
SP-02	8" CIPP -- ALLEY (MICHIGAN/SUPERIOR & WILLIAM/JAMES)	LF	220	\$31.60	\$6,952.00	\$26.00	\$5,720.00	\$25.00	\$5,500.00	\$29.75	\$6,545.00	
SP-03	8" CIPP -- ALLEY (MICHIGAN/SUPERIOR & FULTON/FRANKLIN)	LF	325	\$26.40	\$8,580.00	\$26.00	\$8,450.00	\$25.00	\$8,125.00	\$29.75	\$9,668.75	
SP-04	8" CIPP -- ALLEY (HURON/ERIE & FRANKLIN/JAMES)	LF	500	\$22.80	\$11,400.00	\$26.00	\$13,000.00	\$25.00	\$12,500.00	\$29.75	\$14,875.00	
SP-05	8" CIPP -- LAWTON PLACE	LF	470	\$28.60	\$13,442.00	\$26.00	\$12,220.00	\$25.00	\$11,750.00	\$29.75	\$13,982.50	
SP-06	8" CIPP -- MANSION PLACE	LF	465	\$22.60	\$10,509.00	\$26.00	\$12,090.00	\$25.00	\$11,625.00	\$29.75	\$13,833.75	
SP-07	8" CIPP -- S. MICHIGAN STREET	LF	80	\$52.30	\$4,184.00	\$26.00	\$2,080.00	\$25.00	\$2,000.00	\$29.75	\$2,380.00	
SP-08	8" CIPP -- MORNING GLORY LANE	LF	755	\$23.50	\$17,742.50	\$26.00	\$19,630.00	\$25.00	\$18,875.00	\$29.75	\$22,461.25	
SP-09	8" CIPP -- PINE STREET	LF	1215	\$21.90	\$26,608.50	\$26.00	\$31,590.00	\$25.00	\$30,375.00	\$29.75	\$36,146.25	
SP-10	8" CIPP -- RANDALL AVENUE	LF	195	\$31.10	\$6,064.50	\$26.00	\$5,070.00	\$25.00	\$4,875.00	\$29.75	\$5,801.25	
SP-11	8" CIPP -- RIDGEWAY BLVD	LF	120	\$41.20	\$4,944.00	\$26.00	\$3,120.00	\$25.00	\$3,000.00	\$29.75	\$3,570.00	
SP-12	8" CIPP -- URBANDALE AVENUE	LF	880	\$22.60	\$19,888.00	\$26.00	\$22,880.00	\$25.00	\$22,000.00	\$29.75	\$26,180.00	
SP-13	8" CIPP -- WHITE PINE AVENUE	LF	770	\$23.30	\$17,941.00	\$26.00	\$20,020.00	\$25.00	\$19,250.00	\$29.75	\$22,907.50	
SP-14	10" CIPP -- S. MICHIGAN STREET	LF	320	\$31.70	\$10,144.00	\$36.00	\$11,520.00	\$39.00	\$12,480.00	\$36.15	\$11,568.00	
SP-15	10" CIPP -- RANDALL AVENUE	LF	255	\$33.90	\$8,644.50	\$36.00	\$9,180.00	\$39.00	\$9,945.00	\$36.15	\$9,218.25	
SP-16	12" CIPP -- EASEMENT (MICHIGAN TO BROADWAY TO GBMSD)	LF	540	\$34.00	\$18,360.00	\$35.00	\$18,900.00	\$35.50	\$19,170.00	\$35.10	\$18,954.00	
SP-17	12" CIPP -- EASEMENT (WEST SIDE FOX RIVER INTERCEPTOR)	LF	2310	\$35.50	\$82,005.00	\$35.00	\$80,850.00	\$41.00	\$94,710.00	\$35.10	\$81,081.00	
TOTAL BID					\$279,394.00		\$289,580.00		\$298,930.00		\$314,345.00	

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works *S.J.T.*
Date: April 2, 2013
Subject: Consider Award 2013 9th Street Elevated Storage Tank Rehabilitation Project

The City has budgeted for in 2013 the rehabilitation and repainting of the 9th Street water tower. The City bid this project as a joint project with the City of Manitowoc and Village of Ashwaubenon who were also planning on repainting their water towers. The intent of bidding the projects together were to try to achieve some cost savings for each municipality.

The City received the following bids for the 2013 - 9th Street Elevated Storage Tank Rehabilitation Project:

L.C. United Painting Co., Inc.	= \$ 334,000
MK Painting, LLC	= \$ 427,500
Classic Protective Coatings, Inc.	= \$ 459,750
TMI Coatings, Inc.	= \$ 583,300
Utility Service Co., Inc.	= \$ 584,500

Our engineering firm, Robert E. Lee & Associates has reviewed all bids that were submitted and recommends awarding the project to L.C. United Painting Co., Inc. (See attached) The same contractor was also low bid for Ashwaubenon and Manitowoc therefore the City will see an additional savings of \$4,000 which will come as a deduct for the project.

Staff recommends awarding the project to L.C. United Painting Co., Inc., out of Sterling Heights, MI in the amount of \$330,000 contingent upon the pending renewal of the Certificate of Authority from the Wisconsin Department of Financial Institutions. The 2013 water utility budget has sufficient funding allocated for this project as well as the engineering fees associated with it.



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

April 2, 2013

Green Bay Office
4664 Golden Pond Park Ct.
Hobart, WI 54155
920-662-9641
FAX 920-662-9141
E Mail rel@releeinc.com

Mr. Eric Rakers, P. E.
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: City of De Pere 2013 Elevated Storage Tank Reconditioning
Bid Recommendation

Dear Mr. Rakers:

Bids were received on March 28, 2013 for the 2013 Elevated Storage Tank Reconditioning, Contract No. 404-13-01, from five contractors. The bids ranged from \$334,000.00 to \$584,500.00.

We have reviewed each bid that was submitted. The low bidder is L.C. United Painting Co., Inc., with a base bid of \$334,000.00. L.C. United Painting Co., Inc., was low bidder for the two other communities, (Village of Ashwaubenon and Manitowoc Public Utilities), that the City had worked together with. Therefore, the City of De Pere will be receiving a deduct of \$4,000.00, and the contract will be for \$330,000.00. A bid tabulation is enclosed detailing the bid items.

We have reviewed the contractor's qualifications, and find them an able and competent contractor. Therefore, we recommend that the contract be awarded to L. C. United Painting Co., Inc., for the bid of \$330,000.00, which includes the deduct for the same contractor for all three communities contingent upon pending renewal of the Certificate of Authority from the Wisconsin Department of Financial Institutions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Kimberly A. Kimmes, P. E.

KAK/CAO

ENC./CC: Dale Marsh, Robert E. Lee & Associates, Inc.

UNIT PRICE BID SCHEDULE

OWNER: City of De Pere
 PROJECT: 2013 Elevated Storage Tank Rehabilitation
 CONTRACT: Contract 404-13-01
 BID DATE: March 28, 2013 @ 10:00 a.m.
 ENGINEERS: ROBERT E. LEE & ASSOCIATES, INC.

Item		Unit	Qty.	MK Painting, LLC	L.C. United Painting Co., Inc	Classic Protective Coatings, Inc	TMI Coatings, Inc.	Utility Service Co., Inc.
Repairs--Multi-Legged Water Storage Tank								
1	Remove existing 24-inch riser access hatch and replace with a new 30-inch riser access hatch, for the unit price of:	Unit	1	\$8,000.00	\$7,000.00	\$9,000.00	\$6,000.00	\$6,500.00
2	Provide balcony handrail per Specification Section 33 16 19.01, for the unit price of:	Unit	1	\$15,000.00	\$6,000.00	\$27,000.00	\$17,000.00	\$10,000.00
3	Provide flap valve on overflow pipe per Specification Section 33 16 19.01, for the unit price of:	Unit	1	\$3,000.00	\$2,000.00	\$2,800.00	\$2,000.00	\$1,500.00
4	Remove and replace existing roof vent per Specification Section 33 16 19.01, for the unit price of:	Unit	1	\$6,500.00	\$5,000.00	\$7,000.00	\$8,000.00	\$5,000.00
5	Repair foundations per Specification Section 33 16 19.01, for the unit price of:	Unit	1	\$3,000.00	\$3,000.00	\$4,200.00	\$3,000.00	\$3,500.00
6	Tighten Wind/Riser rods and struts per Specification Section 33 16 19.01, for the unit price of:	Unit	1	\$4,000.00	\$3,000.00	\$4,800.00	\$5,000.00	\$1,000.00
7	Install mixing system per Specification Section 33 16 19.01, for the unit price of:	Unit	1	\$10,000.00	\$14,000.00	\$38,000.00	\$2,000.00	\$40,000.00
Total Repairs--Multi-Legged Water Storage Tank, Items 1-7				\$49,500.00	\$40,000.00	\$92,800.00	\$43,000.00	\$67,500.00
Painting--Multi-Legged Water Storage Tank								
8	Exterior Overcoat- See Specification Section 09 97 13.2, for the unit price of:	Unit	1	\$292,000.00	\$219,000.00	\$234,465.00	\$350,000.00	\$375,000.00
9	Interior Wet- See Specification Section 09 97 13.2, for the unit price of:	Unit	1	\$54,000.00	\$43,000.00	\$100,485.00	\$158,300.00	\$110,000.00
Total Painting--Multi-Legged Water Storage Tank, Items 8-9				\$346,000.00	\$262,000.00	\$334,950.00	\$508,300.00	\$485,000.00
Miscellaneous								
10	Specification Section 01 21 00, Allowances, Schedule of allowances, for the lump sum price of:	LS	1	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00
Total Miscellaneous, Item 10				\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00
TOTAL CONTRACT 404-13-01, Items 1-10				\$427,500.00	\$334,000.00	\$459,750.00	\$583,300.00	\$584,500.00
DEDUCT BID ITEMS								
11	Deduct in bid if contractor is awarded both City of De Pere and Village of Ashwaubenon elevated water storage tanks, for the unit price of:	Unit	1	(\$7,000.00)	(\$2,000.00)	(\$2,500.00)	(\$1,000.00)	\$0.00
12	Deduct in bid if contractor is awarded both City of De Pere and Manitowoc Public Utilities elevated water storage tanks, for the unit price of:	Unit	1	(\$5,000.00)	(\$3,000.00)	(\$2,500.00)	(\$3,000.00)	\$0.00
13	Deduct in bid if contractor is awarded City of De Pere, Village of Ashwaubenon, and Manitowoc Public Utilities elevated water storage tanks, for the unit price of:	Unit	1	(\$6,000.00)	(\$4,000.00)	(\$5,000.00)	(\$3,000.00)	\$0.00

Note: The owner reserves the right to award the base bid and any combination of alternate bid items or no alternate bid items. The owner reserves the right to award the base bid and any combination of deduct bid items or no deduct bid items.

RECOMMENDATION

April 9, 2013
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Finance/Personnel Committee at their duly convened meeting held April 9, 2013:

- A. Request for assistance for Åmål delegation.
- B. 2013/2014 Dental Insurance Funding.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator



De Pere Fire Rescue

Memo

To: Personnel and Finance Committee
From: Assistant Chief Jim Stupka *JS*
Date: March 26, 2013
Re: Request for assistance for Åmål delegation

De Pere Sister Cities is requesting additional support for a delegation of officials from our sister city of Åmål, Sweden. The City of Åmål is providing all travel expenses for the group. The delegation will consist of the Mayor, the head of the tourism department, the assistant for integration and development, a school teacher, and a student. This group is due to arrive on May 30, 2013 and will depart on June 4, 2013. While they are here there will be regular interaction with city staff and the community, they are also going to make a presentation on sustainable efforts in Sweden.

When our group of two students and two teachers attended the sustainability conference in Åmål and were ultimately trapped by a volcano eruption in Iceland. The representatives in Åmål were most accommodating and exceptionally generous.

The only support Sister Cities requested during this past budget cycle was for the international dues and some miscellaneous expenses, cutting our annual budget request to about half. The visit was not discussed until after the budget had been finalized. We are requesting an additional \$1500 to assist in providing housing for the group while in the City of De Pere.

Please feel free to contact me with any questions or concerns at 339-4090.

To: Honorable Mayor and Members of the Finance Committee
From: Joe Zegers, Finance Director
Date: April 3, 2013
Subject: Request for Assistance for Amal Delegation

As a reminder and in addition to the prior memo from Assistant Chief Jim Stupka, the City did not budget any amount for contingency in the 2013 budget. Our budgeted fund balance at the end of December 2013 is estimated to be \$5,088,072. Approval of this request will decrease this to \$5,086,572. I will provide this memo to you throughout the year should there be additional unbudgeted requests for tracking purposes of our general fund balance.

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
RE: Consideration of 2013/2014 Dental Insurance Premiums
Date: April 3, 2013

We have completed the renewal analysis for the City of De Pere employee dental plan. I have met with our insurance consultant, McClone Insurance Group regarding the renewal and we are recommending a 2% increase in rates.

The dental plan is self-funded like our health plan with our premiums directly paying for our claims. For your information, the City contributes a fixed \$30 per month per employee for dental insurance. Any cost or increase over \$30 per month will not be absorbed by the City, but by the employee.

Listed below is the recommended premium:

	2013/2014 Premium	Employee Portion Per Payroll
Single Plan	\$35.22	\$2.41
Family Plan	\$104.99	\$35.58

We recommend approving the above dental renewal rates for the June 1, 2013 through May 31, 2014 insurance period.

If you have any questions in advance of your meeting, please contact me at 339-4045.

Thank you.

ORDINANCE #13-11

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 G (Parking) is hereby amended as follows:

DELETION

<i>No parking</i>			
<i>Street</i>	<i>Side of street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Reid	N	381/E Third	161/E

ADDITIONS

<i>No parking</i>			
<i>Street</i>	<i>Side of street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Reid	N	368/E Third	530/E
Reid	N	591/E Third	739/E
Reid	N	800/E Third	849/E

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 publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

<Title>



RESOLUTION #13-41

DISALLOWANCE OF CLAIM
(Thomas Tupper/Connie Sturzl)

WHEREAS, a Notice of Claim and Claim was filed by Thomas Tupper and Connie Sturzl, 310 Franklin Street, De Pere, WI 54115, in the City Clerk's Office on February 21, 2013; and

WHEREAS such Notice and Claim alleges that on January 28, 2013, Mr. Tupper and Ms. Sturzl sustained damages when water from a frost heaved city water main traveled under their front lawn, undermining their retaining wall on their property, with the cost of repairs totaling \$1,750; and

WHEREAS, the water main break was caused by frost in the ground, an occurrence which the City has no ability to control or prevent and of which the City had no prior knowledge was going to occur; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier which has determined that there is no evidence the City knew or should have known the frost action would damage the City's water main at this location and was therefore not negligent in the operation and maintenance of its water main and therefore, the City was not negligent or legally responsible for damages caused by the water main break on January 28, 2013.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The claim submitted by Thomas Tupper and Connie Sturzl be, and the same is hereby denied, and that no action on this claim may be brought against the City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the claimant, Thomas Tupper and
Connie Sturzl, as a Notice of Disallowance.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

BI AL MIDWEST MS
WAUSAU BUSINESS INSURANCE COMPANY
PO BOX 7214
LONDON KY 40742-7214

Telephone: (800) 537-2350
Fax: (888) 325-8127

Thomas Tupper
310 Franklin St.
De Pere WI 54115



April 1, 2013

Claimant: Thomas Tupper
Claim Number: P 346-047452-01
Customer: City Of DE Pere
Date of Loss: 01/28/2013

Dear Thomas Tupper:

After consideration of your claim, I have concluded that our insured is not responsible for this accident. We are denying your claim based on legal liability.

Unless there are additional facts that you would like to submit for my further review, I am closing my file.

I understand you will be disappointed by this decision. However, our obligation as an insurer is to pay only those claims for which our insured(s) are legally responsible.

Please feel free to contact me if you have any questions. You can reach me at extension 35614.

Sincerely,

SAMUEL KUBLY
ASSOCIATE CLAIMS CASE MGR I



CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: Mon. - Jan 28, 2013 - 8:30 A.M.
2. Location of Incident: 310 Franklin St., De Pere, Wis. 54115
3. Name of Injured Person/Owner of Damaged Property: Thomas Tupper and Connie Sturzel (Age if Minor:)
4. Address: Same as above
5. Telephone Number: (H) (C) 920-471-3447 (W)
6. Please give a detailed description of the incident (use back of form if necessary):
The water main in front of our house broke. The water traveled under my front lawn and surfaced at the base of our retaining wall, thus undermining the base structure of the wall.
7. Total Amount of Claimed Damages: \$ 1,750 (Attach itemized statements/bills)
8. Witness name, address and telephone number: Employees Members of City of De Pere Water Department

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

2-20-13
Date

Thomas O. Tupper
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Connie J. Sturzel
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)



E3685 Old Settlers Rd
Kewaunee, WI 54216



Proposal

Date	Bid #
2/18/2013	405

Name / Address
Tom Tupper 310 Franklin street Depere, WI 54115

			Project
Description	Qty	Cost	Total
This bid is for fixing the retaining wall if needed at the above address, due to the water main break. This would be from the steps to the east end of the wall.	1	1,400.00	1,400.00
This bid is for fixing the pavers if needed on the front walkway from the curb to the steps due to the water run off from the water main break.	1	350.00	350.00
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above the estimate. All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.			
This Bid is good for 30 days or if prices change before that. Thank you		Subtotal	\$1,750.00
Web Site	www.mattsservices.com	Sales Tax (5.0%)	\$0.00
Quoted By _____		Total	\$1,750.00

Accepted By _____

Full Service Contractor Sewer-Water / Excavating / Landscaping

920-388-0693 Kewaunee 920-615-4090 Green Bay matt@mattsservices.com www.mattsservices.com

RESOLUTION #13-42

AUTHORIZING AMENDMENT TO DONATION AGREEMENT BETWEEN
THE CITY OF DE PERE AND DANIEL J. AND PATRICIA A. MANGLESS

WHEREAS, Daniel J. and Patricia A. Mangless ("Donors") and the City of de Pere ("City") are parties to an Agreement dated August 2, 2011 regarding the Donor's generous donation to the City for Pony League Baseball improvements at Southwest Park; and

WHEREAS, the Donors have expressed their interest in donating additional funds for signage at the Pony League field known as "Gandrud Field"; and

WHEREAS, the parties wish to memorialize their understanding regarding Donor's gift of such additional funds by amending the August 2, 2011 Agreements as more fully set forth in the Amendment to Donation Agreement Between the City of De Pere and Daniel J. and Patricia A. Mangless, attached hereto and incorporated herein by reference as Exhibit 1.

WHEREAS, the Board of Park Commissioners has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Donation Agreement (Exhibit 1).

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

**AMENDMENT TO DONATION AGREEMENT BETWEEN
THE CITY OF DE PERE AND DANIEL J. AND PATRICIA A. MANGLESS**

WHEREAS, Daniel J. and Patricia A. Mangless ("Donors") and the City of De Pere ("City") are parties to an Agreement dated August 2, 2011 regarding the Donor's generous donation to the City for Pony League Baseball improvements at Southwest Park; and

WHEREAS, the Donors have expressed their interest in donating additional funds for signage at the Pony League field known as "Gandrud Field"; and

WHEREAS, the parties wish to memorialize their understanding regarding Donor's gift of such additional funds by amending the August 2, 2011 Agreement as more fully set forth below.

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

1. Donors agree to donate up to \$1,000 for the purpose of signage at Gandrud Field in Southwest Park.
2. Such donation will be used to purchase an approximate 4' x 6' stone sign next to Gandrud Field.
3. The sign will be set in a concrete base and have engraving similar to the image attached hereto and incorporated by reference as Exhibit A.
4. The City remains grateful to the Donors for their continuing generosity in enhancing the Pony League field at Southwest Park.

Dated this _____ day of _____, 2013.

DANIEL J. AND PATRICIA A. MANGLESS
By:

CITY OF DE PERE
By:

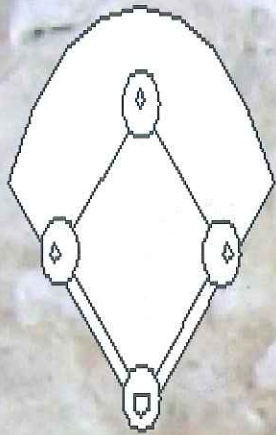
Daniel J. Mangless

Michael J. Walsh, Mayor

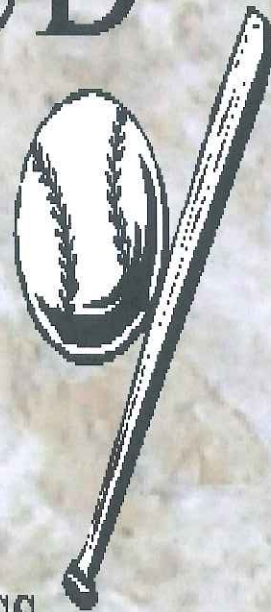
Patricia A. Mangless

Shana L. Defnet, Clerk-Treasurer

GANDRUD



FIELD



DONATED BY:

DAN & PAT MENGLISS

RESOLUTION 13-43

ADOPTING REVISED EMERGENCY OPERATIONS PLAN

WHEREAS, the Common Council originally adopted the City's Emergency Operations Plan in 2006, setting forth the operational procedures and City representative responsibilities in the operation of the City's Emergency Operations Center if needed in case of an emergency with the City; and

WHEREAS, such plan was in need of updating; and

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

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby adopts the City's Revised Emergency Operations Plan for the City of De Pere, on file in the office of the Fire Chief.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #13-44

REGARDING DE PERE SEX OFFENDER RESIDENCE COMPLIANCE DATA

WHEREAS, the De Pere Police Department conducts compliance checks two times per year to determine if registered sex offenders living in the City are residing at the residence at which they are registered with the State Department of Corrections; and

WHEREAS, with the repeal of the City's Sex Offender Residency Restriction ordinance, the Council is interested in actively monitoring those residency compliance rates.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council directs the Police Department to provide a report to the Council of their residency compliance findings after each compliance check is performed by the Department.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

RESOLUTION #13-45

AUTHORIZING AGREEMENT FOR NOXIOUS WEED/LONG GRASS CUTTING SERVICES BETWEEN THE CITY OF DE PERE AND THE SHARPER EDGE, INC.

WHEREAS, the City is in need noxious weed/long grass cutting services upon private property when the owner thereof fails to comply with §74-10 De Pere Municipal Code; and

WHEREAS, The Sharper Edge, Inc. has available and offers to provide personnel and equipment necessary to accomplish the work within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Noxious Weed/Long Grass Cutting Service Between the City of De Pere and The Sharper Edge, Inc., attached hereto and incorporated herein by reference as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR NOXIOUS WEED/LONG GRASS CUTTING
SERVICES BETWEEN THE CITY OF DE PERE
AND THE SHARPER EDGE, INC.**

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and The Sharper Edge, Inc., a Wisconsin corporation ("Contractor").

WITNESSETH

WHEREAS, the City is in need noxious weed/long grass cutting services upon private property when the owner thereof fails to comply with §74-10 De Pere Municipal Code; and

WHEREAS, the Contractor has available and offers to provide personnel and equipment necessary to accomplish the work 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 5, 2013, (Exhibit A) and Contractors Proposal thereto (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. 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 CONTRACTOR SERVICES

Contractor agrees to perform those services which are described in Exhibit A through 2014. City shall have the right to extend this Agreement through 2015 provided City provides notice to Contractor on or before December 31, 2014.

The Contractor acknowledges that Contractor records regarding the matters covered under this Agreement constitute Contractor records under Wis. Stats. §19.36(3) et seq. Contractor agrees to comply with Public Records requirements pertaining to those records and to respond to City's requests for records within 10 days when a request is made for its records.

III. CITY OBLIGATIONS

City agrees to give Contractor notice of need for weed/long grass cutting via e-mail to Kevin Moran at kmoran@sharperedgeinc.com. The City may also contact Contractor by phone in addition to the e-mail, however failure to call does not relieve Contractor from its obligation to timely respond to the notice of need for services.

IV. TIME FOR COMPLETION

Time is of the essence in Contractor's performance under this Agreement. Contractor shall commence work after notice and proceed with all deliberate speed to meet the two (2) work day response time requirements of the City. Should Contractor encounter any circumstances, which, in the Contractor's opinion, will delay performance for a period in excess of 24 hours additional, Contractor shall so inform the City in writing.

V. COMPENSATION

The City agrees to pay, and the Contractor agrees to accept, compensation of \$45 per man hour as identified in Exhibit B, to be paid on an as billed basis. Compensation for any additional services authorized by City shall be as agreed upon by the City and Contractor and set forth in the written authorization for those additional special services.

VI. INSURANCE

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 \$2,000,000; with additional umbrella liability insurance coverage to a total of not less than \$4,000,000.
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.

VII. 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, in the performance and furnishing of Contractor's services under this Agreement.

VIII. SUBCONTRACTS

The Contractor shall not subcontract any of the work required hereunder without the specific written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Contractor shall be responsible to the City for the actions of person and firms performing subcontract work.

IX. 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.

X. 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.

XI. 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.

XII. 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 XVII.

XIII. 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.

XIV. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed 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 questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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.

XV. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

City of De Pere
Attn: City Administrator
335 S. Broadway
De Pere, WI 54115

If to Contractor:

The Sharper Edge, Inc.
Attn: Kevin Moran
P.O. Box 5274
De Pere, WI 54115

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

THE SHARPER EDGE, INC.

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana L. Defnet, Clerk-Treasurer

H:\dupont\Agreements\2013\Weed.Grass Cutting Agreement-Sharper Edge-4-13-151-001-11.docx



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8362
Fax: 920-339-4071

Don Melichar
City Forester
dmelichar@mail.de-pere.org
www.de-pere.org

March 5, 2013

Xxx
Xxx
Xxx
Xxx

Dear,

The City of De Pere is in need of a contractor to provide a service of noxious weed/long grass cutting on private property when such property is in violation of our De Pere Municipal Code. If you are interested in providing this service for the City of De Pere please send me a written proposal and quote based on the attached guidelines. Please return your proposal to me here at the Municipal Service Center/Parks Department office by Monday, March 25, 2013. If you have further questions, please contact me at dmelichar@mail.de-pere.org or 920-339-8362.

Sincerely,

Don Melichar
De Pere City Forester



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-8362
Fax: 920-339-4071

Don Melichar
City Forester
dmelichar@mail.de-pere.org
www.de-pere.org

Service Agreement for Noxious Weed/Long Grass cutting for City of De Pere to include the following:

1. Cost of service will be on a per hour basis.
2. Contractor to respond to City request within two (2) working days of notice.
3. Services will include noxious weed/long grass cutting, line trimming and, when necessary, baling or collection of cut weeds/grass of property in violation.
4. Services will be conducted during the spring, summer and fall seasons.
5. City will contact contractor by email and/or phone to inform them of services needed.
6. Agreement term: 2013 -2014 with City option to extend contract through 2015.
7. Price Proposal: Please provide rates for 2013, 2014 and 2015.
8. Contractor shall maintain for the life of this Agreement comprehensive general liability insurance of not less than \$2,000,000; with additional umbrella liability insurance not less than \$4,000,000; automobile bodily injury and property damage liability not less than \$600,000; and statutory workers compensation and employers' liability insurance as required by the State of Wisconsin.
9. Contractor shall not subcontract any of the work agreed upon with the City.



City of De Pere
925 South Sixth St.
De Pere, WI 54115-1199

Attn: Don Melichar
P: 920-339-8362
F: 920-339-4071
E: dmelichar@mail.de-pere.org

2013 LAWN MOWING PROPOSAL

Please check boxes that apply



LAWN MAINTENANCE: Lawn cutting and trimming around all buildings, trees, fences, and curbs. All sidewalks and driveways will be clear of grass clippings. Picking up of all debris prior to each mowing operation.

Hourly rate: \$45.00 per man hour (Rates to remain the same through 2015)

NOTES:

- Will respond & service City request within two (2) working days of notice
- Services will include noxious weed/long grass cutting, line trimming and, when necessary, baling or collection of cut weeds/grass of property in violation.

PROOF OF INSURANCE WILL BE SENT DIRECTLY TO YOU FROM OUR INSURANCE COMPANY IF AWARDED CONTRACT

Additional Notes: Please contact Kevin Moran at 920.676.5386 or email at kmoran@sharperedgeinc.com to have services done within two (2) working days.

Acceptance of Proposal

Invoices will be sent on the first of the month and due by the 10th of the month for the previous months work. 1.5% finance charge on all balances 30 days past due.

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

DATE

(920) 983-8432

2750 Little Rapids Road
PO Box 5274
De Pere, WI 54115

FAX: (920) 347-1954

www.sharperedgeinc.com
Email: info@sharperedgeinc.com



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BP

DATE (MM/DD/YYYY)
03/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Paroubek Insurance Agency Inc 301 N. Broadway, Suite 206 De Pere, WI 54115		Phone: 920-347-9115 Fax: 920-347-9116	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SHARP-1
INSURED The Sharper Edge Inc P O Box 5274 De Pere, WI 54115	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Acuity		14184
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC			X28218	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 800,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			X28218	11/01/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$			X28218	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	X28218	11/01/2012	11/01/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
dmelichar@mail.de-pere.org

CERTIFICATE HOLDER City of De Pere Attn: Don Melichar	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RESOLUTION #13-46

MAKING RECOMMENDATION TO NEW WATER (formerly GBMSD)
REGARDING PREFERRED REVISED SEWER RATE ALTERNATIVE

WHEREAS, NEW Water has undertaken a study to determine if it should revise its sewer rate structure, and if so, using what methodology; and

WHEREAS, NEW Water's consultant, Red Oak Consulting, has conducted the rate methodology for cost of service study and has made recommendations on rate methodologies which allocate costs in an equitable and defensible manner while accounting for new debt service costs associated with new treatment parameters adopted by the Federal and State regulatory agencies; and

WHEREAS, those methodology alternatives are:

A. Status quo (existing);

B1. Fixed monthly charge with uniform volume rates, equivalent water meters

Under this option, a fixed charge would recover a percentage of NEW Water's annual debt service and administrative costs. Equivalent water meters would be calculated by customer for billing purposes. Remaining costs would be recovered based on unit rates for Flow, BOD, TSS, Phosphorus, and TKN.

B1a: Fixed charge supporting operation and maintenance and debt

B1b: Fixed charge supporting debt

B2. Fixed monthly charge with uniform rates, flows, loadings

This alternative would assess a fixed charge, which would recover a percentage of the annual debt service and administrative costs. Average flow and loadings percentages would be calculated for each customer; and a fixed charge allocation would be based on flows and loadings percentages by customer. Remaining costs would be recovered based on unit rates for Flow, BOD, TSS, Phosphorus, and TKN.

B2a: Fixed charge supporting operation and maintenance and debt

B2b: Fixed charge supporting debt

B3. Fixed monthly charge and uniform rates, select industrial dischargers

This option mirrors option B2 above, with the difference that NEW Water's cost for large industrial dischargers would be separated from the relevant municipality in order to directly calculate costs of service provided by NEW Water. Charges from the municipalities for those industrial users would be calculated separately. The monthly bills industrial dischargers receive would still be issued by the municipality.

B3a: Fixed charge supporting operation and maintenance and debt

B3b: Fixed charge supporting debt

WHEREAS, the Board of Public Works has review this matter and recommends

Alternative B.1., contingent on the Flow and Load Projections and Rate Parameters remaining as presented by NEW Water on March 29, 2013 for the following reasons:

- City customers will see a larger decrease from the status quo billing method from an overall percentage as shown on the NEW Water projections from March 29th, 2013.
- Based on internal reviews, alternative B1b provides an overall decrease for the majority of City customers.
- For this alternative, the charge based on flow volume is higher in comparison to several other alternatives. The City has higher flows in inflow and infiltration (clear water) into the sewer system. City customers can see additional savings in the future with reduction in the volume of inflow and infiltration.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby adopts the above recommendation of the Board of Public Works for the reasons set forth above, and directs the City Administrator to convey to NEW Water that the City of De Pere prefers Alternative B1b, contingent upon the Flow and Load Projection s and Rate Parameters from NEW Water on March 29, 2013 remaining valid.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

DRAFT - NEW Water Rate Methodology for Cost of Service Allocation - Five Parameters and Projected Rates - 2014

Flow and Load Projections - 2014

Customer	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Equivalent Meters	Flows and Loads
City of Green Bay	4,881,467	6,626,148	6,593,795	186,288	1,365,378	38,630	39.1%
City of De Pere	1,623,995	12,135,428	2,748,710	42,793	344,371	13,280	19.8%
Village of Alouez	751,481	872,317	1,061,308	23,715	156,969	6,489	5.4%
Village of Ashwaubenon	1,468,518	2,762,475	3,165,646	92,093	368,959	8,295	15.0%
Village of Bellevue	626,217	904,041	951,263	24,824	164,521	4,788	5.2%
Village of Hobart	101,447	175,796	164,637	4,135	26,289	822	0.9%
Village of Howard	814,083	710,124	1,409,818	30,179	202,248	7,270	6.4%
Village of Luxemburg	114,807	25,500	30,297	3,562	13,259	918	0.5%
Village of Pulaski	187,865	57,462	65,616	8,088	39,269	1,502	1.1%
Village of Suamico	185,778	462,296	381,896	10,860	63,318	2,403	2.1%
Town of Ledgeview	210,000	359,631	434,862	10,149	77,460	2,244	2.1%
Town of Lawrence	75,996	148,764	184,827	4,207	32,625	634	0.9%
Pittsfield Sanitary District	13,432	21,575	26,966	675	4,317	107	0.1%
Scott Sanitary District #1	76,190	72,283	91,447	2,577	16,707	609	0.5%
Royal Scot Sanitary District	30,267	48,612	60,767	1,532	9,723	242	0.3%
Bayshore Sanitary District	18,004	28,918	36,145	912	5,786	144	0.2%
Dyckesville Sanitary District	26,719	42,912	53,643	1,354	8,583	214	0.3%
New Franken Sanitary District	16,438	26,399	33,008	832	5,282	131	0.2%
Hauled Waste	32,484	763,302	718,535	9,817	47,830	0	-
Procter & Gamble	1,500,150	525,000	1,400,000	3,500	30,000	0	-

Rates by Parameter

Municipal	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Fixed Charge
2014 Rate (Status Quo)	\$0.796	\$0.333	\$0.453	\$0.679	\$0.693	\$0.00
B1a - Fixed charge recovers O&M and debt service	\$0.549	\$0.304	\$0.396	\$0.629	\$0.667	\$52.58
B1b - Fixed charge recovers debt service only	\$0.750	\$0.289	\$0.329	\$0.569	\$0.635	\$52.58
B2a - Fixed charge recovers O&M and debt service	\$0.549	\$0.304	\$0.396	\$0.629	\$0.667	\$4,664.605
B2b - Fixed charge recovers debt service only	\$0.750	\$0.269	\$0.329	\$0.569	\$0.635	\$4,664.605

P&G	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Fixed Charge
2014 Rate (Status Quo)	\$0.547	\$0.201	\$0.199	\$0.451	\$0.568	\$0.00
B1a - Fixed charge recovers O&M and debt service	\$0.547	\$0.201	\$0.199	\$0.451	\$0.568	\$0.00
B1b - Fixed charge recovers debt service only	\$0.547	\$0.201	\$0.199	\$0.451	\$0.568	\$0.00
B2a - Fixed charge recovers O&M and debt service	\$0.547	\$0.201	\$0.199	\$0.451	\$0.568	\$0
B2b - Fixed charge recovers debt service only	\$0.547	\$0.201	\$0.199	\$0.451	\$0.568	\$0

DRAFT - NEW Water Rate Methodology for Cost of Service Allocation - Five Parameters and Projected Rates - 2014

Customer	Alternative	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Fixed Charge	Total	Percent Change from SQ
City of Green Bay	2014 Rate (Status Quo)	\$3,895,222	\$2,205,263	\$2,984,823	\$126,493	\$945,887	\$0	\$10,147,678	
City of Green Bay	B1a - O&M and DS Fixed Charge	\$2,679,288	\$2,013,768	\$2,613,424	\$117,212	\$910,286	\$2,031,485	\$10,365,472	2.1%
City of Green Bay	B1b - DS Fixed Charge	\$3,661,027	\$1,783,712	\$2,167,239	\$106,061	\$867,515	\$2,031,485	\$10,617,040	4.6%
City of Green Bay	B2a - O&M and DS Fixed Charge	\$2,679,288	\$2,013,768	\$2,613,424	\$117,212	\$910,286	\$1,825,742	\$10,159,729	0.1%
City of Green Bay	B2b - DS Fixed Charge	\$3,661,027	\$1,783,712	\$2,167,239	\$106,061	\$867,515	\$1,825,742	\$10,411,297	2.6%
City of De Pere	2014 Rate (Status Quo)	\$1,292,559	\$4,038,800	\$1,244,282	\$29,057	\$238,568	\$0	\$6,843,247	
City of De Pere	B1a - O&M and DS Fixed Charge	\$891,361	\$3,688,105	\$1,089,444	\$26,925	\$229,589	\$698,363	\$6,623,789	(3.2%)
City of De Pere	B1b - DS Fixed Charge	\$1,217,972	\$3,286,771	\$903,442	\$24,364	\$218,802	\$698,363	\$6,329,714	(7.5%)
City of De Pere	B2a - O&M and DS Fixed Charge	\$891,361	\$3,688,105	\$1,089,444	\$26,925	\$229,589	\$925,440	\$6,860,865	0.1%
City of De Pere	B2b - DS Fixed Charge	\$1,217,972	\$3,286,771	\$903,442	\$24,364	\$218,802	\$925,440	\$6,556,791	(4.2%)
Village of Alouez	2014 Rate (Status Quo)	\$598,097	\$290,316	\$480,424	\$16,103	\$108,743	\$0	\$1,493,683	
Village of Alouez	B1a - O&M and DS Fixed Charge	\$412,454	\$265,108	\$420,647	\$14,921	\$104,650	\$341,227	\$1,559,007	4.4%
Village of Alouez	B1b - DS Fixed Charge	\$563,584	\$234,822	\$348,829	\$13,502	\$99,733	\$341,227	\$1,601,697	7.2%
Village of Alouez	B2a - O&M and DS Fixed Charge	\$412,454	\$265,108	\$420,647	\$14,921	\$104,650	\$250,709	\$1,468,468	(1.7%)
Village of Alouez	B2b - DS Fixed Charge	\$563,584	\$234,822	\$348,829	\$13,502	\$99,733	\$250,709	\$1,511,173	1.2%
Village of Ashwaubenon	2014 Rate (Status Quo)	\$1,168,812	\$919,381	\$1,432,997	\$62,533	\$255,602	\$0	\$3,839,326	
Village of Ashwaubenon	B1a - O&M and DS Fixed Charge	\$806,025	\$639,550	\$1,294,606	\$57,945	\$245,982	\$436,241	\$3,640,438	(5.2%)
Village of Ashwaubenon	B1b - DS Fixed Charge	\$1,101,366	\$743,639	\$1,040,480	\$52,433	\$234,424	\$436,241	\$3,608,583	(6.0%)
Village of Ashwaubenon	B2a - O&M and DS Fixed Charge	\$806,025	\$639,550	\$1,254,696	\$57,945	\$245,982	\$701,960	\$3,906,157	1.7%
Village of Ashwaubenon	B2b - DS Fixed Charge	\$1,101,366	\$743,639	\$1,040,480	\$52,433	\$234,424	\$701,960	\$3,874,302	0.9%
Village of Bellevue	2014 Rate (Status Quo)	\$498,414	\$300,874	\$430,609	\$16,856	\$113,974	\$0	\$1,360,728	
Village of Bellevue	B1a - O&M and DS Fixed Charge	\$243,711	\$274,749	\$377,031	\$15,619	\$109,684	\$250,728	\$1,371,523	0.8%
Village of Bellevue	B1b - DS Fixed Charge	\$469,653	\$243,361	\$312,660	\$14,133	\$104,631	\$250,728	\$1,395,067	2.5%
Village of Bellevue	B2a - O&M and DS Fixed Charge	\$343,711	\$274,749	\$377,031	\$15,619	\$109,684	\$240,320	\$1,361,114	0.0%
Village of Bellevue	B2b - DS Fixed Charge	\$469,653	\$243,361	\$312,660	\$14,133	\$104,631	\$240,320	\$1,384,658	1.8%
Village of Hobart	2014 Rate (Status Quo)	\$80,743	\$58,507	\$74,526	\$2,807	\$18,212	\$0	\$234,796	
Village of Hobart	B1a - O&M and DS Fixed Charge	\$55,681	\$53,426	\$65,253	\$2,601	\$17,527	\$43,208	\$237,697	1.2%
Village of Hobart	B1b - DS Fixed Charge	\$76,084	\$47,323	\$54,113	\$2,364	\$16,703	\$43,208	\$239,784	2.1%
Village of Hobart	B2a - O&M and DS Fixed Charge	\$55,681	\$53,426	\$65,253	\$2,601	\$17,527	\$40,686	\$235,175	0.2%
Village of Hobart	B2b - DS Fixed Charge	\$76,084	\$47,323	\$54,113	\$2,364	\$16,703	\$40,686	\$237,263	1.1%
Village of Howard	2014 Rate (Status Quo)	\$647,939	\$236,337	\$639,184	\$20,492	\$140,110	\$0	\$1,683,063	
Village of Howard	B1a - O&M and DS Fixed Charge	\$446,825	\$215,815	\$558,778	\$18,989	\$134,837	\$382,324	\$1,757,567	4.4%
Village of Howard	B1b - DS Fixed Charge	\$610,550	\$191,160	\$463,377	\$17,182	\$128,501	\$382,324	\$1,793,094	6.5%
Village of Howard	B2a - O&M and DS Fixed Charge	\$446,825	\$215,815	\$558,778	\$18,989	\$134,837	\$296,539	\$1,671,783	(0.7%)
Village of Howard	B2b - DS Fixed Charge	\$610,550	\$191,160	\$463,377	\$17,182	\$128,501	\$296,539	\$1,707,310	1.4%
Village of Luxemburg	2014 Rate (Status Quo)	\$91,376	\$6,487	\$13,714	\$2,418	\$9,185	\$0	\$125,161	
Village of Luxemburg	B1a - O&M and DS Fixed Charge	\$63,014	\$7,750	\$12,008	\$2,241	\$8,240	\$48,255	\$142,107	13.5%
Village of Luxemburg	B1b - DS Fixed Charge	\$86,104	\$6,864	\$9,958	\$2,028	\$8,424	\$48,255	\$161,633	29.1%
Village of Luxemburg	B2a - O&M and DS Fixed Charge	\$63,014	\$7,750	\$12,008	\$2,241	\$8,424	\$23,755	\$117,608	(6.1%)
Village of Luxemburg	B2b - DS Fixed Charge	\$86,104	\$6,864	\$9,958	\$2,028	\$8,424	\$23,755	\$137,133	9.5%

DRAFT - NEW Water Rate Methodology for Cost of Service Allocation - Five Parameters and Projected Rates - 2015

Flow and Load Projections - 2015

Customer	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Equivalent Meters	Flows and Loads
City of Green Bay	4,881,467	6,642,334	6,620,576	186,889	1,368,799	38,630	39.1%
City of De Pere	1,623,995	12,145,904	2,757,467	42,987	345,749	13,280	19.8%
Village of Allouez	751,481	876,678	1,066,615	23,834	157,754	6,489	5.4%
Village of Ashwaubenon	1,468,518	2,774,598	3,180,873	92,535	370,743	8,295	15.1%
Village of Bellevue	626,217	908,561	956,019	24,948	165,343	4,768	5.2%
Village of Hobart	101,447	176,675	165,460	4,155	26,420	822	0.9%
Village of Howard	814,083	713,099	1,416,215	30,305	202,926	7,270	6.4%
Village of Luxemburg	114,807	25,627	30,448	3,580	13,325	918	0.5%
Village of Pulaski	187,865	57,749	65,945	8,129	39,466	1,502	1.1%
Village of Sunnyside	185,778	464,607	383,805	10,914	63,635	2,403	2.1%
Town of Ledgeview	210,000	361,429	437,037	10,200	77,848	2,244	2.1%
Town of Lawrence	75,996	149,508	185,751	4,228	32,788	634	0.9%
Pittsfield Sanitary District	13,432	21,683	27,101	679	4,339	107	0.1%
Scott Sanitary District #1	76,190	72,644	91,904	2,590	16,791	609	0.5%
Royal Scot Sanitary District	30,267	48,855	61,071	1,539	9,772	242	0.3%
Bayshore Sanitary District	18,004	29,082	36,326	916	5,815	144	0.2%
Dyckesville Sanitary District	26,719	43,127	53,911	1,361	8,626	214	0.3%
New Franken Sanitary District	16,438	26,531	33,173	836	5,309	131	0.2%
Hauled Waste	32,484	767,118	722,127	9,866	48,069	0	-
Procter & Gamble	1,500,150	525,000	1,400,000	3,500	30,000	0	-

Rates by Parameter

Municipal	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Fixed Charge
2015 Rate (Status Quo)	\$0.874	\$0.383	\$0.534	\$0.767	\$0.767	\$0.00
B1a - Fixed charge recovers O&M and debt service	\$0.604	\$0.342	\$0.456	\$0.697	\$0.727	\$64.00
B1b - Fixed charge recovers debt service only	\$0.810	\$0.306	\$0.388	\$0.636	\$0.691	\$64.00
B2a - Fixed charge recovers O&M and debt service	\$0.604	\$0.342	\$0.456	\$0.697	\$0.727	\$5,676,945
B2b - Fixed charge recovers debt service only	\$0.810	\$0.306	\$0.388	\$0.636	\$0.691	\$5,676,945

P&G	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Fixed Charge
2015 Rate (Status Quo)	\$0.570	\$0.209	\$0.207	\$0.468	\$0.587	\$0.00
B1a - Fixed charge recovers O&M and debt service	\$0.570	\$0.209	\$0.207	\$0.468	\$0.587	\$0.00
B1b - Fixed charge recovers debt service only	\$0.570	\$0.209	\$0.207	\$0.468	\$0.587	\$0.00
B2a - Fixed charge recovers O&M and debt service	\$0.570	\$0.209	\$0.207	\$0.468	\$0.587	\$0
B2b - Fixed charge recovers debt service only	\$0.570	\$0.209	\$0.207	\$0.468	\$0.587	\$0

DRAFT - NEW Water Rate Methodology for Cost of Service Allocation - Five Parameters and Projected Rates - 2015

Customer	Alternative	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Fixed Charge	Total	Percent Change from SQ
City of Green Bay	2015 Rate (Status Quo)	\$4,264,265	\$2,542,243	\$3,532,638	\$143,364	\$1,050,423	\$0	\$11,532,933	
City of Green Bay	B1a - O&M and DS Fixed Charge	\$2,950,137	\$2,270,612	\$3,019,358	\$130,283	\$984,598	\$2,472,370	\$11,837,348	2.6%
City of Green Bay	B1b - DS Fixed Charge	\$3,953,997	\$2,033,089	\$2,570,529	\$118,845	\$945,765	\$2,472,370	\$12,094,594	4.9%
City of Green Bay	B2a - O&M and DS Fixed Charge	\$2,950,137	\$2,270,612	\$3,019,358	\$130,283	\$984,598	\$2,220,947	\$11,585,925	0.5%
City of Green Bay	B2b - DS Fixed Charge	\$3,953,997	\$2,033,089	\$2,570,529	\$118,845	\$945,765	\$2,220,947	\$11,843,171	2.7%
City of De Pere	2015 Rate (Status Quo)	\$1,418,661	\$4,648,504	\$1,471,342	\$32,976	\$265,330	\$0	\$7,836,812	
City of De Pere	B1a - O&M and DS Fixed Charge	\$981,469	\$4,151,825	\$1,257,561	\$29,957	\$251,226	\$849,925	\$7,521,974	(4.0%)
City of De Pere	B1b - DS Fixed Charge	\$1,315,439	\$3,717,513	\$1,070,624	\$27,336	\$238,694	\$849,925	\$7,219,731	(7.9%)
City of De Pere	B2a - O&M and DS Fixed Charge	\$981,469	\$4,151,825	\$1,257,561	\$29,957	\$251,226	\$1,125,423	\$7,797,472	(0.5%)
City of De Pere	B2b - DS Fixed Charge	\$1,315,439	\$3,717,513	\$1,070,624	\$27,336	\$238,694	\$1,125,423	\$7,495,229	(4.4%)
Village of Allouez	2015 Rate (Status Quo)	\$656,448	\$335,524	\$569,129	\$18,283	\$121,061	\$0	\$1,700,445	
Village of Allouez	B1a - O&M and DS Fixed Charge	\$454,149	\$299,674	\$486,437	\$16,615	\$114,626	\$415,282	\$1,786,733	5.1%
Village of Allouez	B1b - DS Fixed Charge	\$608,685	\$288,326	\$414,128	\$15,156	\$108,959	\$415,282	\$1,830,576	7.7%
Village of Allouez	B2a - O&M and DS Fixed Charge	\$454,149	\$299,674	\$486,437	\$16,615	\$114,626	\$305,413	\$1,676,913	(1.4%)
Village of Allouez	B2b - DS Fixed Charge	\$608,685	\$288,326	\$414,128	\$15,156	\$108,959	\$305,413	\$1,720,706	1.2%
Village of Ashwaubenon	2015 Rate (Status Quo)	\$1,282,842	\$1,061,899	\$1,697,285	\$70,984	\$284,510	\$0	\$4,397,500	
Village of Ashwaubenon	B1a - O&M and DS Fixed Charge	\$987,506	\$948,439	\$1,450,638	\$64,507	\$269,387	\$530,917	\$4,151,414	(5.6%)
Village of Ashwaubenon	B1b - DS Fixed Charge	\$1,189,502	\$849,225	\$1,235,017	\$58,844	\$256,163	\$530,917	\$4,119,668	(6.3%)
Village of Ashwaubenon	B2a - O&M and DS Fixed Charge	\$987,506	\$948,439	\$1,450,638	\$64,507	\$269,387	\$855,006	\$4,475,502	1.8%
Village of Ashwaubenon	B2b - DS Fixed Charge	\$1,189,502	\$849,225	\$1,235,017	\$58,844	\$256,163	\$855,006	\$4,443,757	1.1%
Village of Bellevue	2015 Rate (Status Quo)	\$547,040	\$347,726	\$510,117	\$19,137	\$126,885	\$0	\$1,550,905	
Village of Bellevue	B1a - O&M and DS Fixed Charge	\$378,457	\$310,573	\$435,999	\$17,391	\$120,141	\$305,143	\$1,567,704	1.1%
Village of Bellevue	B1b - DS Fixed Charge	\$507,237	\$278,084	\$371,187	\$15,864	\$114,243	\$305,143	\$1,591,759	2.6%
Village of Bellevue	B2a - O&M and DS Fixed Charge	\$378,457	\$310,573	\$435,999	\$17,391	\$120,141	\$292,775	\$1,555,335	0.3%
Village of Bellevue	B2b - DS Fixed Charge	\$507,237	\$278,084	\$371,187	\$15,864	\$114,243	\$292,775	\$1,579,391	1.8%
Village of Hobart	2015 Rate (Status Quo)	\$86,620	\$67,617	\$88,287	\$3,188	\$20,275	\$0	\$287,987	
Village of Hobart	B1a - O&M and DS Fixed Charge	\$61,310	\$60,393	\$75,459	\$2,897	\$19,187	\$52,585	\$271,840	1.4%
Village of Hobart	B1b - DS Fixed Charge	\$82,172	\$54,075	\$64,242	\$2,642	\$18,255	\$52,585	\$273,971	2.2%
Village of Hobart	B2a - O&M and DS Fixed Charge	\$61,310	\$60,393	\$75,459	\$2,897	\$19,187	\$49,569	\$268,824	0.3%
Village of Hobart	B2b - DS Fixed Charge	\$82,172	\$54,075	\$64,242	\$2,642	\$18,255	\$49,569	\$270,956	1.1%
Village of Howard	2015 Rate (Status Quo)	\$711,152	\$272,919	\$755,671	\$23,247	\$155,727	\$0	\$1,918,715	
Village of Howard	B1a - O&M and DS Fixed Charge	\$491,995	\$243,758	\$645,874	\$21,126	\$147,449	\$465,238	\$2,015,500	5.0%
Village of Howard	B1b - DS Fixed Charge	\$659,409	\$218,259	\$549,865	\$19,271	\$140,211	\$465,238	\$2,052,313	7.0%
Village of Howard	B2a - O&M and DS Fixed Charge	\$491,995	\$243,758	\$645,874	\$21,126	\$147,449	\$360,965	\$1,911,167	(0.4%)
Village of Howard	B2b - DS Fixed Charge	\$659,409	\$218,259	\$549,865	\$19,271	\$140,211	\$360,965	\$1,947,980	1.5%
Village of Luxemburg	2015 Rate (Status Quo)	\$100,291	\$9,808	\$16,247	\$2,746	\$10,226	\$0	\$139,318	
Village of Luxemburg	B1a - O&M and DS Fixed Charge	\$69,384	\$8,760	\$13,886	\$2,495	\$9,662	\$58,728	\$162,936	17.0%
Village of Luxemburg	B1b - DS Fixed Charge	\$92,894	\$7,944	\$11,822	\$2,276	\$9,207	\$58,728	\$182,870	31.3%
Village of Luxemburg	B2a - O&M and DS Fixed Charge	\$69,384	\$8,760	\$13,886	\$2,495	\$9,662	\$28,930	\$133,138	(4.4%)
Village of Luxemburg	B2b - DS Fixed Charge	\$92,894	\$7,944	\$11,822	\$2,276	\$9,207	\$28,930	\$153,073	9.9%

DRAFT - NEW Water Rate Methodology for Cost of Service Allocation - Five Parameters and Projected Rates - 2016

Flow and Load Projections - 2016

Customer	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Equivalent Meters	Flows and Loads
City of Green Bay	4,881,467	6,659,000	6,647,491	187,494	1,372,236	38,630	39.1%
City of De Pere	1,623,995	12,156,433	2,765,269	43,182	347,134	13,280	19.3%
Village of Allouez	751,461	881,062	1,071,948	23,953	158,543	6,489	5.4%
Village of Ashwaubenon	1,466,518	2,786,781	3,196,177	92,978	372,535	8,295	15.1%
Village of Bellevue	626,217	913,104	960,799	25,072	166,170	4,768	5.2%
Village of Hobart	101,447	177,558	166,288	4,176	26,552	822	0.9%
Village of Howard	814,083	716,089	1,422,645	30,431	203,608	7,270	6.4%
Village of Luxemburg	114,807	25,756	30,600	3,597	13,392	918	0.5%
Village of Pulaski	187,865	58,038	66,274	8,169	39,663	1,502	1.1%
Village of Suamico	185,778	466,930	385,724	10,969	63,953	2,403	2.1%
Town of Ledgeview	210,000	363,237	439,222	10,251	78,237	2,244	2.1%
Town of Lawrence	75,996	150,255	186,679	4,249	32,952	634	0.9%
Pittsfield Sanitary District	13,432	21,792	27,236	682	4,361	107	0.1%
Royal Scot Sanitary District	76,190	73,007	92,364	2,603	16,875	609	0.5%
Scott Sanitary District #1	30,267	49,099	61,377	1,547	9,821	242	0.3%
Bayshore Sanitary District	18,004	29,208	36,507	921	5,844	144	0.2%
Dyckesville Sanitary District	28,719	43,343	54,181	1,367	8,668	214	0.3%
New Franken Sanitary District	16,438	26,664	33,339	840	5,335	131	0.2%
Hauled Waste	32,484	770,954	725,738	9,915	48,309	0	—
Procter & Gamble	1,500,150	525,000	1,400,000	3,500	30,000	0	—

Rates by Parameter

Municipal	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Fixed Charge
2016 Rate (Status Quo)	\$0.940	\$0.408	\$0.563	\$0.812	\$0.825	\$0.00
B1a - Fixed charge recovers O&M and debt service	\$0.655	\$0.365	\$0.484	\$0.739	\$0.777	\$67.42
B1b - Fixed charge recovers debt service only	\$0.865	\$0.328	\$0.416	\$0.676	\$0.737	\$67.42
B2a - Fixed charge recovers O&M and debt service	\$0.855	\$0.365	\$0.484	\$0.739	\$0.777	\$5,980.531
B2b - Fixed charge recovers debt service only	\$0.865	\$0.328	\$0.416	\$0.676	\$0.737	\$5,980.531

P&G	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Fixed Charge
2016 Rate (Status Quo)	\$0.593	\$0.217	\$0.215	\$0.485	\$0.607	\$0.00
B1a - Fixed charge recovers O&M and debt service	\$0.593	\$0.217	\$0.215	\$0.485	\$0.607	\$0.00
B1b - Fixed charge recovers debt service only	\$0.593	\$0.217	\$0.215	\$0.485	\$0.607	\$0.00
B2a - Fixed charge recovers O&M and debt service	\$0.593	\$0.217	\$0.215	\$0.485	\$0.607	\$0
B2b - Fixed charge recovers debt service only	\$0.593	\$0.217	\$0.215	\$0.485	\$0.607	\$0

DRAFT - NEW Water Rate Methodology for Cost of Service Allocation - Five Parameters and Projected Rates - 2016

Customer	Alternative	Volume (1,000 gal)	BOD (lbs)	SS (lbs)	Phos (lbs)	TKN (lbs)	Fixed Charge	Total	Percent Change from SQ
City of Green Bay	2016 Rate (Status Quo)	\$4,590,807	\$2,714,994	\$3,742,489	\$152,190	\$1,132,040	\$0	\$12,332,520	
City of Green Bay	B1a - O&M and DS Fixed Charge	\$3,196,109	\$2,428,172	\$3,216,423	\$138,476	\$1,066,810	\$2,604,564	\$12,660,574	2.6%
City of Green Bay	B1b - DS Fixed Charge	\$4,220,702	\$2,183,094	\$2,766,921	\$126,758	\$1,011,074	\$2,604,584	\$12,913,132	4.7%
City of Green Bay	B2a - O&M and DS Fixed Charge	\$3,196,109	\$2,428,172	\$3,216,423	\$138,476	\$1,066,810	\$2,338,635	\$12,364,625	0.4%
City of Green Bay	B2b - DS Fixed Charge	\$4,220,702	\$2,183,094	\$2,766,921	\$126,758	\$1,011,074	\$2,338,635	\$12,647,182	2.6%
City of De Pere	2016 Rate (Status Quo)	\$1,527,296	\$4,956,396	\$1,557,389	\$35,051	\$286,372	\$0	\$6,362,504	
City of De Pere	B1a - O&M and DS Fixed Charge	\$1,063,300	\$4,432,783	\$1,338,473	\$31,893	\$269,871	\$895,377	\$6,031,697	(4.0%)
City of De Pere	B1b - DS Fixed Charge	\$1,404,168	\$3,985,378	\$1,151,419	\$29,194	\$255,771	\$895,377	\$7,721,306	(7.7%)
City of De Pere	B2a - O&M and DS Fixed Charge	\$1,063,300	\$4,432,783	\$1,338,473	\$31,893	\$269,871	\$1,184,701	\$6,321,021	(0.5%)
City of De Pere	B2b - DS Fixed Charge	\$1,404,168	\$3,985,378	\$1,151,419	\$29,194	\$255,771	\$1,184,701	\$6,010,630	(4.2%)
Village of Allouez	2016 Rate (Status Quo)	\$706,716	\$359,225	\$603,499	\$19,443	\$130,791	\$0	\$1,819,674	
Village of Allouez	B1a - O&M and DS Fixed Charge	\$492,014	\$321,275	\$518,667	\$17,691	\$123,255	\$437,490	\$1,910,392	5.0%
Village of Allouez	B1b - DS Fixed Charge	\$649,742	\$286,848	\$446,183	\$16,194	\$116,815	\$437,490	\$1,955,271	7.5%
Village of Allouez	B2a - O&M and DS Fixed Charge	\$492,014	\$321,275	\$518,667	\$17,691	\$123,255	\$322,054	\$1,784,956	(1.4%)
Village of Allouez	B2b - DS Fixed Charge	\$649,742	\$286,848	\$446,183	\$16,194	\$116,815	\$322,054	\$1,839,835	1.1%
Village of Ashwaubenon	2016 Rate (Status Quo)	\$1,351,077	\$1,138,221	\$1,799,424	\$75,471	\$307,327	\$0	\$4,699,520	
Village of Ashwaubenon	B1a - O&M and DS Fixed Charge	\$961,503	\$1,016,186	\$1,546,487	\$68,671	\$269,618	\$559,309	\$4,441,773	(5.5%)
Village of Ashwaubenon	B1b - DS Fixed Charge	\$1,269,736	\$913,621	\$1,330,362	\$62,859	\$274,487	\$559,309	\$4,410,374	(6.2%)
Village of Ashwaubenon	B2a - O&M and DS Fixed Charge	\$961,503	\$1,016,186	\$1,546,487	\$68,671	\$269,618	\$901,467	\$4,783,931	1.8%
Village of Ashwaubenon	B2b - DS Fixed Charge	\$1,269,736	\$913,621	\$1,330,362	\$62,859	\$274,487	\$901,467	\$4,752,533	1.1%
Village of Bellevue	2016 Rate (Status Quo)	\$886,930	\$372,289	\$540,923	\$20,351	\$137,083	\$0	\$1,659,576	
Village of Bellevue	B1a - O&M and DS Fixed Charge	\$410,012	\$332,959	\$464,888	\$18,518	\$129,184	\$321,461	\$1,677,021	1.1%
Village of Bellevue	B1b - DS Fixed Charge	\$541,451	\$299,353	\$399,919	\$16,951	\$122,435	\$321,461	\$1,701,569	2.5%
Village of Bellevue	B2a - O&M and DS Fixed Charge	\$410,012	\$332,959	\$464,888	\$18,518	\$129,184	\$308,746	\$1,664,306	0.3%
Village of Bellevue	B2b - DS Fixed Charge	\$541,451	\$299,353	\$399,919	\$16,951	\$122,435	\$308,746	\$1,688,854	1.6%
Village of Hobart	2016 Rate (Status Quo)	\$95,406	\$72,394	\$93,619	\$3,390	\$21,905	\$0	\$286,713	
Village of Hobart	B1a - O&M and DS Fixed Charge	\$66,422	\$64,746	\$80,459	\$3,084	\$20,642	\$55,397	\$290,750	1.4%
Village of Hobart	B1b - DS Fixed Charge	\$87,715	\$58,211	\$69,215	\$2,823	\$19,564	\$55,397	\$292,924	2.2%
Village of Hobart	B2a - O&M and DS Fixed Charge	\$66,422	\$64,746	\$80,459	\$3,084	\$20,642	\$52,275	\$287,628	0.3%
Village of Hobart	B2b - DS Fixed Charge	\$87,715	\$58,211	\$69,215	\$2,823	\$19,564	\$52,275	\$289,802	1.1%
Village of Howard	2016 Rate (Status Quo)	\$765,610	\$291,962	\$600,939	\$24,701	\$167,966	\$0	\$2,051,181	
Village of Howard	B1a - O&M and DS Fixed Charge	\$533,016	\$261,118	\$688,354	\$22,476	\$158,290	\$490,180	\$2,153,434	5.0%
Village of Howard	B1b - DS Fixed Charge	\$703,887	\$234,763	\$582,155	\$20,574	\$150,020	\$490,180	\$2,191,579	6.8%
Village of Howard	B2a - O&M and DS Fixed Charge	\$533,016	\$261,118	\$688,354	\$22,476	\$158,290	\$380,341	\$2,043,594	(0.4%)
Village of Howard	B2b - DS Fixed Charge	\$703,887	\$234,763	\$582,155	\$20,574	\$150,020	\$380,341	\$2,081,740	1.5%
Village of Luxemburg	2016 Rate (Status Quo)	\$107,971	\$10,501	\$17,228	\$2,920	\$11,048	\$0	\$149,668	
Village of Luxemburg	B1a - O&M and DS Fixed Charge	\$75,169	\$9,392	\$14,806	\$2,657	\$9,867	\$61,868	\$174,303	16.5%
Village of Luxemburg	B1b - DS Fixed Charge	\$99,266	\$8,444	\$12,737	\$2,432	\$9,867	\$61,868	\$194,615	30.0%
Village of Luxemburg	B2a - O&M and DS Fixed Charge	\$75,169	\$9,392	\$14,806	\$2,657	\$9,867	\$30,498	\$142,933	(4.5%)
Village of Luxemburg	B2b - DS Fixed Charge	\$99,266	\$8,444	\$12,737	\$2,432	\$9,867	\$30,498	\$163,245	9.1%

RESOLUTION #13-47

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND CARLSON DETTMANN CONSULTING, LLC
(Employee Classification and Compensation Plan)

WHEREAS, the City is in need of updating its Employee Classification and
Compensation Plan in 2013; and

WHEREAS, Carlson Dettmann Consulting, LLC has available and offers to
provide personnel necessary to accomplish the same within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the
Agreement for Consulting Services Between the City of De Pere and Carlson
Dettman Consulting, LLC, attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND CARLSON DETTMANN CONSULTING, LLC
(Employee Classification and Compensation Plan)**

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and Carlson Dettmann Consulting, LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of updating its Employee Classification and Compensation Plan in 2013; and

WHEREAS, the Consultant has available and offers to provide personnel necessary to accomplish the same within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals (Exhibit 1) and Consultants Proposal thereto (Exhibit 2), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit 1 and Exhibit 2, the terms of Exhibit 1 shall prevail. If there is a conflict between the terms and conditions of Exhibit 1 and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project 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 the employee pay classification and compensation plan services described in Exhibits 1 and 2. Any change to the scope of services, including Employee Handbook Consulting services, 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 Consultant with information and items as described in Exhibit 1.

IV. 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.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created under this contract, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or 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 documents, including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for the work performed, in which case the ownership and all rights shall revert to the Consultant.

Documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this project. Any other use shall be at the City's sole risk and without liability to the Consultant.

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records. 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.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm 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 work required under this Agreement and as such, Consultant shall have to City a final draft of the complete plan on or before August 19, 2013. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation of \$25,000, as identified in Exhibit 2, to be paid in five (5) equal installments. The initial \$5,000 installment shall be paid upon commencement of the project with the second, third and fourth payments each subsequent month of the project. The final \$5,000 payment shall be paid upon receipt of the final draft policy and recommendations.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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. 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.
2. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
3. 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.

XI. ALLOCATION OF RISKS

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

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, officials, employees, and Consultant's Consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and

charges of attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of City and City's officers, officials, employees, and City's Consultants with respect to this Agreement or the project.

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

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the

number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

XVII. 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.

XVIII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed 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.

XIX. 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

If to Consultant:

Carlson Dettmann Consulting, LLC
Attention: Charles Dettmann
9033 Settlers Road
Madison, WI 53717

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

CARLSON DETTMANN CONSULTING, LLC
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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CITY OF DE PERE
HUMAN RESOURCES DEPARTMENT
REQUEST FOR PROPOSALS
FOR
COMPENSATION STUDY

Proposal Due Date and Time: 4:00 PM March 15th, 2013

1.0 PURPOSE

The City of De Pere is soliciting proposals from qualified firms for analysis of and recommendations on its compensation plan policy for non-represented employees. The study is to include salary and fringe benefit levels, a review and if necessary, an update of job descriptions, and a review of and recommendations on its performance management system as well as a recommendation on rewarding employee performance. The study should also include a recommendation for keeping the system current.

All communications regarding this Request For Proposals shall be directed to:

Shannon Metzler Human Resources Director

City of De Pere Human Resources Department

335 S. Broadway St.

De Pere, WI 54115

Phone: (920) 339-4045 Fax: (920) 339-4049 Email: smetzler@mail.de-pere.org

2.0 BACKGROUND INFORMATION

The current system has been in place since 2001. The current pay plan had been established for approximately 31 non-represented employees. Due to changes with Collective Bargaining the City is looking to include approximately 48 employees in a new pay plan.

The City has some job descriptions have not been well maintained over the last ten years and are not currently and up to date.

3.0 SCOPE OF SERVICES

The Consultant shall have had previous experience preparing classification and compensation studies and should be familiar with the local government environment in the state of Wisconsin. The contract awarded as a result of this Request for Proposals shall require the successful firm to provide services which meet or exceed the following objectives:

- 3.1 To quantitatively evaluate the job content of each position using a methodology that will construct a relative ranking of positions.
- 3.2 To produce a new compensation classification and compensation plans, including pay, structure and fringe benefit schedules. These schedules should be internally equitable and competitive in external markets both public and private.
- 3.3 To review all subject positions and properly classify those positions in accordance with current Fair Labor Standards Act provisions relative to exempt and non-exempt status.

- 3.4 To develop a best practices performance management system creating a value added system for employees.
- 3.5 To review and recommend any changes to the current Fringe Benefit and Salary Administration Policies.
- 3.6 To produce an overall plan and forms and procedures that are clear and understandable, in order to promote employee acceptance of the process and results.
- 3.7 To review the current system and understand any problems with the current system and to present, in person, progress reports and/or issues to a coordinating committee of City staff at critical points of the study and to meet with the committee.
- 3.8 To present, in person, the final results of the Classification and compensation plan to the Finance/Personnel Committee of the Common Council and to the subsequent meeting(s) of the Common Council.
- 3.9 Conduct classification appeals following adoption of a new plan by Client. Appeals must be submitted within 30 days of the plan adoption.
- 4.0 Update and/or develop written job descriptions to accurately reflect the proper duties, responsibilities, education, skills, abilities and working conditions in compliance with Americans with Disabilities Act guidelines.
- 4.1 Review all human resources policies related to this group and recommend revision as appropriate.

4.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The City will conduct interviews and/or discussions with one or more firms. Once these interviews and discussions are completed, award will be made to the top-ranked firm, and other proposers will be advised of the decision. Proposals will remain confidential until a firm has been selected. The City reserves the right to reject any or all proposals, to waive technicalities, or to negotiate further with a responder who appears to most nearly meet the City's desires.

5.0 PROPOSAL RESPONSE FORMAT

Proposers are to make written proposals that present the firm's qualifications and understanding of the work to be performed. Proposers *shall* address each of the specific topics listed below as a minimum. Failure to include any of the requested information may be cause for proposal to be considered non-responsive and rejected.

- 5.1 A Cover Letter introducing your firm and confirming your interest in performing the subject study. Indicate your agreement with, or specific exceptions to, any of the objectives, requirements, terms or conditions contained in this solicitation document.
- 5.2 Experience of the firm and proposed project team with regards to analysis and formulation of compensation and benefit plans:
 - A. Describe your firm's overall experience with providing compensation and benefits consulting services, particularly to government entities.
 - B. Identify and describe the experience, qualifications and credentials of the project team or individual(s) proposed to do the work, specifically detailing the experience with government agencies.
 - C. Describe any recently completed or current work your firm is performing for other clients, especially government entities, with respect to employee compensation plans.
 - D. A list of at least two (2) current references for whose comparable work has been performed. This list shall include client name, person to contact, address, telephone number, and description of work performed.
- 5.3 Demonstrated Understanding of City's needs with respect to its compensation policy and the ability to meet/exceed the objectives set forth in Section 3.0 of the RFP:

- A. Provide a description of the general approach to be used in conducting the study, including assumptions, theories and methodologies to be employed, and the anticipated public and private comparables to be used.
- B. Provide a work plan describing the individual tasks to be performed, and the relative scheduling of those tasks including a listing of City and Proposer resources required. All deliverable items should be identified and described. The work plan should detail key events, methods, estimated hours and the timeline for completion.
- C. Recommendations for annual or ongoing maintenance and review of the plan, either by your firm or City staff over the next ten years.

5.4 Cost of services:

- A. Provide a not-to-exceed cost based on the tasks to be performed, per the Scope of Services. Complete and submit the Proposal Form (Exhibit "A") in a SEPARATE, SEALED ENVELOPE labeled "PROPOSAL FORM."

6.0 SUBMITTAL INSTRUCTIONS

Proposal packages shall be delivered to the address shown below, by mail, courier, or in person on or before 4:00 p.m. on March 15, 2013. Proposals submitted after this time will be rejected as unresponsive. Proposers shall submit four (4) copies of their proposal (only one original Proposal Form is required) to:

City of De Pere
Human Resources Department
Attn: Shannon Metzler
335 S. Broadway St. Street
De Pere, WI 54115

Proposal packages must be clearly marked on the outside of the package with the name of the submitting firm and "Compensation Study". Proposers are responsible to ensure receipt of proposals by the specified due date and time. Delivery to the U.S. Postal Service or other carrier does not constitute receipt.

7.0 TERMS AND CONDITIONS

- 7.1 Termination – If for any reason, the firm selected shall fail to fulfill the obligations agreed to in a timely manner, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the firm at least seven (7) days before the termination date. In this event, the firm shall be entitled to just and equitable compensation for the work satisfactorily completed.
- 7.2 Indemnification Clause- The agreement resulting from this RFP shall be required to contain the following:

"Provider agrees to indemnify, defend and hold harmless the City and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs (including attorney fees) arising out of this agreement, caused in whole or in part by Provider or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City."
- 7.3 Contract Term- The contract resulting from the award of this RFP shall commence as soon as administratively possible following award notification, and shall continue until all agreed upon tasks have been satisfactorily completed.
- 7.4 Right to Reject- The City reserves the right to reject any or all proposals, to waive technicalities, or to accept the proposal deemed to serve the City's best interest.

- 7.5 Proposal Costs- All costs associated with preparation, submittal and presentation of proposals shall be borne by the proposer.

"The City of De Pere is an Equal Opportunity Employer"

EXHIBIT "A"

PROPOSAL FORM

City of De Pere Request For Proposals for

COMPENSATION STUDY

I hereby certify that I am authorized to make this offer on behalf of the named company and to bind said company to all conditions of this proposal. By submitting this proposal, I hereby represent that the firm identified below has thoroughly examined the Request For Proposals, is familiar with the Scope of Services, and is fully qualified to perform the services described to achieve the City's objectives in a professional manner.

Name of Firm _____

Address _____

City/State/Zip _____

Signature _____

Name (Print) _____

Title _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

Date Submitted _____

PRICE PROPOSAL

Total Cost of Activities as described in Project Understanding portion of proposal (response to Section 3.0 Scope of Services). All costs related to travel, supplies, etc., are to be included.

Total, not-to-exceed cost: \$ _____

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE CITY OF DE PERE, WI
AND CARLSON DETTMANN CONSULTING, LLC**

This professional service agreement (hereinafter the "Agreement") is made and entered into by and between the City of De Pere, WI, a municipal corporation (hereinafter "Client"), and Carlson Dettmann Consulting, LLC, a Wisconsin limited-liability company (hereinafter "Consultant").

WHEREAS, Client wishes to enter into an agreement with Consultant to provide professional consulting services for (A) a comprehensive assessment of the Client's current classification/compensation program for up to 80 job classifications, as well as a market analysis for wages in comparable jobs in the Client's competitive market and design a new salary plan, and (B) review and redrafting of Client's employee relations policy handbook; and

WHEREAS, Consultant has assisted Client with wage analysis previously, has extensive experience in public sector employee relations matters, and is willing to provide the above-referenced professional consulting services to the Client; and

THEREFORE, the Client and Consultant agree to the following:

1. Term. The term of this Agreement shall be from the date of the last signature of this Agreement until all services are completed.
2. Scope of Services. The Consultant shall provide to the Client consulting services as follows:
 - a) Review and analyze relevant organizational values and concerns. Determine current organizational needs in regards to a classification and compensation system.
 - b) Conduct project orientation sessions for all City staff to explain the scope of the project, our methods, and each employee's role.
 - c) Assist the Client in developing a total compensation measurement method that will support the strategic management of its pay plans.
 - d) Document position responsibilities for all staff covered by the study.
 - e) Apply the Carlson Dettmann Point Factor Job Evaluation system to all positions to balance internal relationships with market factors.
 - f) Determine desired total compensation policy; i.e., the appropriate relationship between pay and benefits, the appropriate market(s), and the Client's intended target for pay practices in relation to the market.
 - g) Conduct marketplace research for both public sector and private sector organizations in relevant markets to determine appropriate competitive compensation (base pay) relationships so the Client can successfully recruit/retain highly qualified employees.

- h) Comment on the quality and cost of the benefit program and recommend modifications that seem warranted by the Client's total compensation philosophy.
 - i) Design pay range options that are consistent with the Client's pay policy and reflect appropriate pay practices for public sector employees at these levels.
 - j) Recommend allocations of each position to an appropriate pay grade based on appropriate internal equity and marketplace considerations. Review FLSA determinations as required.
 - k) Discuss with Client leadership the issue of pay progression with appropriate consideration for both length of service and performance. Make recommendations based on the identified pay philosophy, feasibility and affordability.
 - l) Review the current process for internal maintenance of the classification and compensation system, making recommendations as appropriate.
 - m) Conduct classification appeals following adoption of a new plan by Client. Appeals must be submitted within 30 days of plan adoption.
 - n) Develop follow-on project proposals for the design and implementation of a pay-for-performance system and an employee engagement survey method.
 - o) Review all human resource policies prepared by the Human Resources Director that are related to this group, recommend revisions as appropriate, and meet with a policy steering group as a resource on policy changes.
3. Report. Consultant will submit recommendations on payroll budgeting by with a full draft report of findings and recommendations.
4. Fees. Client shall pay the Consultant the total amount of \$25,000 for performance of the above services listed in a) through n). Client shall pay Consultant in five equal installments of \$5,000 with the initial payment on commencement of the project, the second, third, and fourth payments in the subsequent months of the project, and with the final installment upon receipt of draft findings and recommendations.

Client shall pay Consultant a professional fee of \$175 per hour for work Client requests Consultant to perform in assisting with the comprehensive policy review identified in o) above. Consultant understands that the classification/compensation plan review will include a review of related pay policies, and this work is covered by the project fee and will not require additional fees.

5. Performance Requirements of Consultant. The Consultant shall complete the services as stated above. The Consultant shall furnish all labor, materials, administration, services, supplies, equipment, transportation, and quality control necessary to provide professional consulting services. Consultant shall provide a progress reports upon request by the Client.

6. Performance Requirements of Client. Client shall provide and make available to the Consultant access to its human resources and related systems of record as necessary to fulfill said services.
7. Independent Contractor. It is mutually understood and agreed, and it is the intent of the parties hereto, that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. The Consultant shall remain an independent contractor under this Agreement. All employees of Consultant or subcontractors shall remain the responsibility of the Consultant and shall not become employees of the Client under this Agreement. No tenure or any rights or benefits, including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, withholding taxes or other benefits available to Client employees shall accrue to the Consultant or its employees performing services under this Agreement.
8. Indemnification. The Consultant agrees it shall defend, indemnify, and hold harmless the Client, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Client, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Consultant, its officers or employees. Client agrees it shall defend, indemnify, and hold harmless the Consultant, its officers, and its employees against any and all liability, losses, costs, damages, and expenses, including attorney fees that the Consultant, its officers or its employees, may hereafter sustain, incur or be required to pay arising out of the negligent or intentional acts or omissions of the Client, its officers or employees.
9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin in effect on the date of this Agreement.
10. Assignment. Neither party to this Agreement may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.
11. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement. The remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
12. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties.
13. Entire Agreement. This Agreement sets forth the entire understanding of the parties and supersedes all prior arrangements and/or understandings, whether written or oral, with respect to the subject matter contained in this Agreement. No terms, conditions, warranties, other than those contained herein, and no

amendments or modifications hereto shall be binding unless made in writing and signed by Client and the Consultant.

Approved:

Charles E. Carlson, Partner
Carlson Dettmann Consulting, LLC

Dated:

Lawrence Delo, City Administrator
City of De Pere, WI

Dated:

RESOLUTION 13-48

AUTHORIZING MUTUAL RELEASE REGARDING NAMING RIGHTS AGREEMENT
FOR RIVERWALK AND WILDLIFE VIEWING PIER

WHEREAS, the City and Ron and Katherine Harper ("Harpers") are parties to the Naming Rights Agreement for Riverwalk and Wildlife Viewing Pier dated November 15, 2007 (the "Agreement"); and

WHEREAS, the Harpers donated \$175,000 to the City for the construction of the Riverwalk and Wildlife Viewing Pier; and

WHEREAS, the City completed the Riverwalk and Wildlife Viewing Prior to December 31, 2012; and

WHEREAS, each party to the Agreement have determined it to be in their interests to mutually release each other from any further obligation, liability or claim under the Agreement.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk Treasurer are authorized and directed to execute the Mutual Release document, attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

MUTUAL RELEASE

This Agreement is made as of the ____ day of _____, 2013, by and among the **City of De Pere** (the "City"), **Patrick Jenkins as Executor of the Estate of Ronald L. Harper** (the "Ron Harper Estate"), and **Katherine Harper** ("Katherine Harper").

Background

The City, Ron Harper and Katherine Harper entered into that certain Naming Rights Agreement for Riverwalk and Wildlife Viewing Pier dated November 15, 2007 (the "Agreement"). Ron Harper and Katherine Harper (collectively "the Harpers") paid \$175,000 to the City under section 3 of the Agreement. The City completed construction of the Project on or before December 31, 2012.

Ron Harper died on April 14, 2012, and Patrick Jenkins is the Executor of his Estate, having been appointed by the Clerk of Superior Court of Gaston County, North Carolina in File No. 2012-E-750. The parties are entering into this Agreement to settle all of their rights and obligations under the Agreement.

Agreement

In consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City shall not be required to name the Project after Katherine Harper. The Ron Harper Estate and Katherine Harper (collectively "the Harper Parties") hereby relinquish any and all naming rights under the Agreement.
2. The City shall be entitled to retain the \$175,000 contribution previously made by Ron and Katherine Harper under the Agreement, but the Harper Parties shall not be required to pay any of the remaining \$325,000 called for under Section 3 of the Agreement.
3. The City and the Harper Parties hereby mutually release and forever discharge each other of and from any and all obligations, claims, liabilities, costs and expenses arising out of or in any way connected with the Agreement or the Project.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to authority duly given, effective as of the date set forth in the first paragraph above.

CITY OF DE PERE

By: _____
Mayor

By: _____
Clerk-Treasurer

Patrick Jenkins as Executor of the Estate of
Ronald L. Harper

Katherine H. Harper by Larry B. Huggins,
Attorney-in-Fact

RESOLUTION #13-49

AUTHORIZING 2013 INTERAGENCY SERVICE AGREEMENT BETWEEN THE
CITY OF DE PERE AND BROWN COUNTY HEALTH DEPARTMENT
FOR INTERIM HEALTH OFFICER SERVICES

WHEREAS, the City is in need of interim health officer service assistance; and

WHEREAS, the Brown County Health Department has the ability to provide such
assistance to the City on an interim basis; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the 2013
Interagency Service Agreement between the City of De Pere and Brown County
Health Department, attached and incorporated as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 16th day of
April, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

**2013 Interagency Service Agreement
Between
De Pere Health Department and Brown County Health Department**

This interagency agreement between De Pere Health Department (DPHD) and Brown County Health Department (BCHD) exists for the purpose of documenting provision of needed consultation services to DPHD, beginning March 25, 2013 and ending when a full-time Health Officer is attained or Agreement is discontinued. These consultation services will be provided by Judy Friederichs, Health Officer/Director BCHD, or her designee. These health consultation services will be provided during regular off-duty hours of part-time Interim DPHD Health Officer, Ellen Moore or her designee.

This Agreement also documents the provision of direct services that may be needed for any nursing or environmental health follow-up for urgent issues that may arise. These services would be for those direct services needed beyond the existing, separate agreement for urgent environmental licensing program services or existing DPHD nursing staff services.

De Pere Health Department will:

1. Contact BCHD Health Officer, Judy Friederichs, or her designee at 448-6404 (office) or 619-4404 (Judy's cell) when Health Officer consultation is needed. If BCHD Health Officer is not immediately available, BCHD Office Manager, Juli Gray or her designee may be contacted at 448-6405 for additional assistance.
2. Calls for urgent staffing assistance will be made to Judy Friederichs or Juli Gray, or their designees, as indicated above, to triage for appropriate staff assignment.
3. Provide reimbursement as stated below to the attention of Juli Gray, Office Manager, Brown County Health Department, P.O. Box 23600, Green Bay, WI 54305-3600.

Brown County Health Department will:

1. Be available for Health Officer consultation and any additional direct nursing or (non-licensing) environmental services needed for urgent public health issues.
2. Maintain records for billing purposes and bill at a flat rate of \$250 per week for consultation services by Health Officer and \$51.25 per hour for any direct services for additional nursing or sanitarian services.

Effective dates: March 25, 2013 until full-time Health Officer is attained or Agreement is discontinued.

This Agreement may be terminated by either party for no reason or any reason by giving the other party sixty (60) days written notice of the desire to terminate.

Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by certified mail, postage prepaid, return receipt requested, (c) by registered mail, postage prepaid, with evidence of safe delivery from the U.S. Postal Service or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

DEPERE HEALTH DEPARTMENT: Ellen Moore
335 S. Broadway
DePere, WI 54115
920-339-4054
920-339-2745 (fax)

BROWN COUNTY HEALTH DEPARTMENT: Judy Friederichs
610 South Broadway
Green Bay, WI 54303
920-448-6400
920-448-6449 (fax)

or to such other address or representative as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, as well as their respective transferees, successors and assigns. This Agreement shall not be transferred or assigned without the express written consent of both parties.

This Agreement is the entire Agreement between the undersigned parties and shall only be modified, changed or amended in writing executed by all authorized parties.

If any provision of this Contract is deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and such remainder would then continue to conform to the requirements of applicable law.

All parties have contributed to this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.

The persons signing this Agreement warrant that they have been authorized to enter into this Agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement on the

_____ day of _____, 2013.

BROWN COUNTY

By:

Judith A. Friederichs
Judith A. Friederichs
Director

Troy Streckenbach
Troy Streckenbach, County Executive

CITY OF DE PERE

By:

RESOLUTION #13-50

IN OPPOSITION TO
2013 ASSEMBLY BILL 8 PROHIBITING LOCAL
RESTRICTIONS ON HUNTING WITH BOW OR CROSSBOW
WITHIN MUNICIPAL CORPORATE LIMITS

WHEREAS, current law allows municipalities to adopt regulations which restrict hunting provided the primary purpose of those regulations involves public safety and those regulations have only an incidental effect on hunting; and

WHEREAS, 2013 Assembly Bill 8, would prohibit municipal restrictions on bow and arrow or crossbow hunting within its jurisdictional limits *except* for restrictions of up to 100 yds. from a building used for human occupancy located on the land of another *unless* the owner of the property on which the building is located has allowed the hunting within the specified distance; and

WHEREAS, a copy of 2013 Assembly Bill 8 is attached and incorporated by reference as Exhibit A; and

WHEREAS, while bow and arrow and cross bow hunting can and is a safe form of hunting, an inadvertent or wrong trajectory of the arrow by the hunter can hurl the arrow hundreds of feet further than intended; and

WHEREAS, many locations within the City where bow and arrow or crossbow hunting may be desirable have youth recreation areas without structures intended for human occupancy, meaning that no distance restrictions by the City would be allowed, endangering the safety of persons located no more than 100 yards away from the hunter; and

WHEREAS, the City is open to allowing bow and arrow and crossbow hunting within appropriate City locations; however the City believes it, rather than the state, is in the better

position to determine what, if any, safety restrictions are appropriate given the various attributes of each appropriate location; and

WHEREAS, because of the serious safety concerns associated with the proposed 2013 Assembly Bill 8, the City of De Pere is opposed to the limitations it would impose upon the City.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby declares its opposition to 2013 Assembly Bill 8 and the restrictions that Bill would place upon the City's ability to reasonably regulate bow and arrow and crossbow hunting in order to protect public safety.

BE IT FURTHER RESOLVED THAT:

The Clerk-Treasurer is directed to send copies of this Resolution to the City's State Senate and Assembly Representatives.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin this 16th day of April, 2013.

APPROVED:

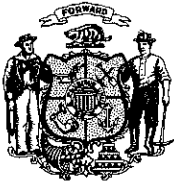
Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____



State of Wisconsin
2013 - 2014 LEGISLATURE



LRB-0582/1
RNK:wlj:rs

2013 ASSEMBLY BILL 8

February 1, 2013 - Introduced by Representatives KLEEFISCH and T. LARSON, cosponsored by Senators KEDZIE and S. FITZGERALD. Referred to Committee on Natural Resources and Sporting Heritage.

1 **AN ACT** *to renumber and amend* 29.038 (3); *to amend* 29.301 (1) (b) and 29.301
2 (1) (c); and *to create* 29.038 (3) (b) of the statutes; **relating to:** restrictions on
3 hunting within a specified distance of hospitals, sanatoriums, or school grounds
4 and restrictions imposed by local governmental units on hunting with a bow
5 and arrow or crossbow.

Analysis by the Legislative Reference Bureau

Current law generally prohibits a local governmental unit from enacting or adopting any ordinance or restriction (restriction) that regulates hunting, fishing, trapping, or management of wild animals except on land the local governmental unit owns or leases or unless state law specifically authorizes the local governmental unit to enact or adopt such restriction. Current statutes also specify that a local governmental unit may enact or adopt a restriction that has an incidental effect on hunting, fishing, or trapping, but only if the primary purpose is to further public health or safety.

This bill provides, with an exception, that a local governmental unit may not enact or adopt a restriction that prohibits hunting with a bow and arrow or crossbow within the jurisdiction of that local governmental unit. Under the exception provided in the bill, a local governmental unit may prohibit a person from hunting with a bow and arrow or crossbow within a specified distance, not to exceed 100 yards, of a building used for human occupancy that is located on another person's land. The bill specifies that the enacted or adopted restriction must provide that it does not apply

ASSEMBLY BILL 8

if the person who owns the land on which the building is located allows the hunter to hunt with a bow and arrow or crossbow within the specified distance of the building.

Under current law, no person may hunt within 1,700 feet of a hospital, sanatorium, or the grounds of a school. This bill specifies that this prohibition applies only to a person who is hunting with a firearm.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 29.038 (3) of the statutes is renumbered 29.038 (3) (a) and amended
2 to read:

3 29.038 (3) (a) ~~A- Except as provided in par. (b), a~~ local governmental unit may
4 enact an ordinance or adopt a regulation, resolution or other restriction that has an
5 incidental effect on hunting, fishing or trapping, but only if the primary purpose is
6 to further public health or safety.

7 **SECTION 2.** 29.038 (3) (b) of the statutes is created to read:

8 29.038 (3) (b) 1. In this paragraph:

9 a. "Building" means a permanent structure used for human occupancy and
10 includes a manufactured home, as defined in s. 101.91 (2).

11 b. "Restriction" means an ordinance, regulation, resolution, or other restriction
12 enacted or adopted by a local governmental unit.

13 2. Except as provided in subd. 3., a local governmental unit may not enact or
14 adopt a restriction that prohibits a person from hunting with a bow and arrow or
15 crossbow within the jurisdiction of that local governmental unit.

16 3. A local governmental unit may enact or adopt a restriction prohibiting a
17 person from hunting with a bow and arrow or crossbow within a specified distance,
18 not to exceed 100 yards, from a building located on another person's land. A
19 restriction enacted or adopted under this subdivision shall provide that the

ASSEMBLY BILL 8

1 restriction does not apply if the person who owns the land on which the building is
2 located allows the hunter to hunt within the specified distance of the building.

3 **SECTION 3.** 29.301 (1) (b) of the statutes is amended to read:

4 29.301 (1) (b) No person may hunt with a firearm within 1,700 feet of any
5 hospital, sanatorium or the grounds of any school. The department may designate
6 the form for or furnish signs designating the restricted area. No person may be
7 convicted of a violation of this paragraph unless the restricted area is designated by
8 the signs.

9 **SECTION 4.** 29.301 (1) (c) of the statutes is amended to read:

10 29.301 (1) (c) Notwithstanding par. (b), this subsection does not prohibit
11 hunting with a firearm in a school forest if the school board allows hunting with a
12 firearm under s. 120.13 (38).

13 (END)

Judy Schmidt-Lehman

From: Larry Delo
Sent: Monday, April 08, 2013 11:30 AM
To: Judy Schmidt-Lehman
Subject: FW: Legislative Bulletin - April 8, 2013

Judy:

Please draft a resolution opposing AB 8 (bowhunting). The League is already opposed.

Larry

From: Marty Kosobucki
Sent: Monday, April 08, 2013 11:21 AM
To: Larry Delo
Subject: RE: Legislative Bulletin - April 8, 2013

Just sent this to our State Association and talk to our president. This must be relatively new, because he has not heard about it. He plans on sending it out today to the legislative review committee and then provide a bulletin to the rest of the state members so they are aware as well. In talking to steve about the proposed AB8, they are not in favor of such an amendment.

I do think it would be in our best interests to draft and send a resolution. Although I am not opposed to allowing people to bow hunt/hunt in park areas, I do not believe the City should lose control of where and/or how this occurs. In their current proposal, people could hunt at Southwest Park...which could have a hunter within 40 feet of an active playing soccer field. Being an avid bow hunter, just about any bow has the ability to shoot up to 40 yards (120 ft)...with the wrong trajectory, an arrow can travel 5 times that far. This leads me to a major concern I have...allowing hunting and not addressing methods. In their current proposal, a person can hunt from the ground. A person hunting from the ground can shoot an arrow up to 80 yards with relative ease by using the slightest inappropriate trajectory. A person placed in the right scenario/location at southwest park shooting up to 80 yards could hit someone up to two soccer fields away. Mandating tree stands would help this but then that causes another issue I am sure.

From: Larry Delo
Sent: Monday, April 08, 2013 10:18 AM
To: Marty Kosobucki; Derek Beiderwieden
Subject: FW: Legislative Bulletin - April 8, 2013

See AB 8 (bowhunting). It is listed under upcoming hearing toward the end of this bulletin.

From: League of Wisconsin Municipalities [mailto:witynski@lwm-info.ccsend.com] **On Behalf Of** League of Wisconsin Municipalities
Sent: Monday, April 08, 2013 9:16 AM
To: Larry Delo
Subject: Legislative Bulletin - April 8, 2013

Having trouble viewing or printing this email? [Click here](#)

To continue receiving email newsletters from League of Wisconsin Municipalities, please add our 'From' address (witynski@lwm-info.org) to your address book. This will help ensure against overzealous spam filters. Thanks!

You may [unsubscribe](#) if you no longer wish to receive our emails.

Memo

City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Re-Appointment
Date: April 16, 2013

I am submitting the following names for re-appointment at the April 16, 2013 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 any of the individuals who are being submitted for your approval.

Board/Commission

Re-Appointment

Historic Preservation Commission

Brian Netzel/Re-Appointment

Plan Commission

Derek Beiderwieden/Re-Appointment

Police & Fire Commission

Ted Penn/Re-Appointment

Board of Health

Dr. Michael McHenry/Re-Appointment

Board of Park Commissioners

Rod Kowalczyk/Re-Appointment

Board of Park Commissioners

George Brown/Re-Appointment

Hotel-Motel Commission

Ted Penn/Re-Appointment

Board of Review

Mark Higgins/Re-Appointment

Commission On Aging

Millie Bain/Re-Appointment

**STANDING COMMITTEE APPOINTMENTS
BY MAYOR WALSH**

APRIL 16, 2013

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
Heuvelmans

BOARD OF PUBLIC WORKS

Meets the first Monday after the first Tuesday of the month

Bauer
Boyd
Heuvelmans
Kneiszel

HISTORIC PRESERVATION

Meets the third Monday of every month

Crevier

WEED COMMISSIONER

Don Melichar

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PACKET: 03967 APR 2013 COUNCIL - 2 4-16-13

VENDOR SET: 01

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	I-4662	A1 ELEVATOR CORP	R	4/10/2013		144.00CR	067756	261.00
0302	AIRGAS USA LLC							
	I-9014083917	AIRGAS USA LLC	R	4/10/2013		33.76CR	067757	33.76
2982	ALL CITY COMMUNICATIONS							
	I-4699567-040113	ALL CITY COMMUNICATIONS	R	4/10/2013		210.56CR	067758	210.56
6022	APPLETON POST CRESCENT							
	I-7080683	APPLETON POST CRESCENT	R	4/10/2013		692.67CR	067759	692.67
0496	ASTRO HYDRAULICS INC							
	I-40482	ASTRO HYDRAULICS INC	R	4/10/2013		84.60CR	067760	84.60
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000052499	BADGER LABORATORIES & ENGINEER	R	4/10/2013		20.00CR	067761	20.00
0020	BADGERLAND PRINTING INC							
	I-21470	BADGERLAND PRINTING INC	R	4/10/2013		332.42CR	067762	332.42
0023	BATTERIES PLUS LLC							
	C-501-388532	BATTERIES PLUS LLC	R	4/10/2013		155.50	067763	
	I-233832-01	BATTERIES PLUS LLC	R	4/10/2013		144.00CR	067763	
	I-501-388636	BATTERIES PLUS LLC	R	4/10/2013		249.50CR	067763	
	I-501-389062	BATTERIES PLUS LLC	R	4/10/2013		155.50CR	067763	393.50
1369	BAY REPORTING SERVICE INC							
	I-73918	BAY REPORTING SERVICE INC	R	4/10/2013		222.50CR	067764	222.50
0027	BAY TOWEL INC							
	I-1606436	BAY TOWEL INC	R	4/10/2013		46.43CR	067765	
	I-1609640	BAY TOWEL INC	R	4/10/2013		39.02CR	067765	
	I-1609641	BAY TOWEL INC	R	4/10/2013		56.51CR	067765	
	I-1611563	BAY TOWEL INC	R	4/10/2013		77.66CR	067765	
	I-1612893	BAY TOWEL INC	R	4/10/2013		39.02CR	067765	
	I-1612894	BAY TOWEL INC	R	4/10/2013		56.81CR	067765	315.45
2099	BENEFIT ADVANTAGE INC							
	I-375983	BENEFIT ADVANTAGE INC	R	4/10/2013		572.00CR	067766	572.00

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PACKET: 03967 APR 2013 COUNCIL - 2 4-16-13

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0888	BROWN COUNTY HEALTH DEPT							
	I-2013-012	BROWN COUNTY HEALTH DEPT	R	4/10/2013		1,815.12CR	067767	
	I-2013-013	BROWN COUNTY HEALTH DEPT	R	4/10/2013		1,815.12CR	067767	3,630.24
0042	BROWN COUNTY HIGHWAY COMMISSION							
	I-201304102087	BROWN COUNTY HIGHWAY COMMISSIO	R	4/10/2013		1,328.49CR	067768	1,328.49
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-21502	BROWN COUNTY PORT SOLID WASTE	R	4/10/2013		11,677.23CR	067769	11,677.23
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201304102088	BROWN COUNTY REGISTER OF DEEDS	R	4/10/2013		60.00CR	067770	60.00
6710	CADRE							
	I-120940	CADRE	R	4/10/2013		295.04CR	067771	
	I-121207	CADRE	R	4/10/2013		331.92CR	067771	626.96
2837	CHIEF SUPPLY							
	I-218919	CHIEF SUPPLY	R	4/10/2013		46.97CR	067772	46.97
2708	CLEANING SOLUTION SERVICES INC							
	I-05-8070	CLEANING SOLUTION SERVICES INC	R	4/10/2013		1,363.55CR	067773	
	I-05-8071	CLEANING SOLUTION SERVICES INC	R	4/10/2013		1,225.00CR	067773	
	I-05-8072	CLEANING SOLUTION SERVICES INC	R	4/10/2013		1,261.85CR	067773	
	I-05-8099	CLEANING SOLUTION SERVICES INC	R	4/10/2013		79.28CR	067773	3,929.68
6739	CTW CORP							
	I-21128	CTW CORP	R	4/10/2013		955.00CR	067774	955.00
0713	DE GROOT INC							
	I-6641	DE GROOT INC	R	4/10/2013		2,547.97CR	067775	2,547.97
0519	DECISIONONE CORPORATION							
	I-11303240068	DECISIONONE CORPORATION	R	4/10/2013		899.80CR	067776	899.80
0075	DIGGERS HOTLINE INC							
	I-130 3 36401	DIGGERS HOTLINE INC	R	4/10/2013		129.62CR	067777	129.62
3212	DIXON ENGINEERING INC							
	I-13-6311	DIXON ENGINEERING INC	R	4/10/2013		850.00CR	067778	
	I-13-6312	DIXON ENGINEERING INC	R	4/10/2013		1,250.00CR	067778	
	I-13-6313	DIXON ENGINEERING INC	R	4/10/2013		1,250.00CR	067778	3,350.00

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PACKET: 03967 APR 2013 COUNCIL - 2 4-16-13

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BANK : AP ASSOCIATED

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	I-SI215157	DLT SOLUTIONS INC	R	4/10/2013		5,723.99CR	067779	6,972.61
0944	ELECTION SYSTEMS & SOFTWARE INC							
	I-847413	ELECTION SYSTEMS & SOFTWARE IN	R	4/10/2013		97.89CR	067780	97.89
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1541792	EMERGENCY MEDICAL PRODUCTS INC	R	4/10/2013		621.50CR	067781	621.50
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0313-114	EMPLOYEE RESOURCE CENTER INC	R	4/10/2013		322.50CR	067782	322.50
6740	ENCADRIA STAFFING SOLUTIONS LLC							
	I-IVC010000207941	ENCADRIA STAFFING SOLUTIONS LL	R	4/10/2013		175.02CR	067783	
	I-IVC010000208273	ENCADRIA STAFFING SOLUTIONS LL	R	4/10/2013		869.04CR	067783	1,044.06
0331	FERGUSON WATERWORKS #1476 INC							
	I-126890	FERGUSON WATERWORKS #1476 INC	R	4/10/2013		577.98CR	067784	577.98
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-11708	FIRE APPARATUS & EQUIPMENT INC	R	4/10/2013		41.45CR	067785	41.45
5173	FIRE RESCUE SUPPLY LLC							
	I-4716	FIRE RESCUE SUPPLY LLC	R	4/10/2013		740.00CR	067786	740.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9799269-00	FIRST SUPPLY GREEN BAY LLC	R	4/10/2013		299.25CR	067787	
	I-9799269-01	FIRST SUPPLY GREEN BAY LLC	R	4/10/2013		299.25CR	067787	
	I-9806399-00	FIRST SUPPLY GREEN BAY LLC	R	4/10/2013		17.80CR	067787	616.30
0097	FIVE ALARM INC							
	I-129476-2	FIVE ALARM INC	R	4/10/2013		1,118.00CR	067788	1,118.00
1891	GANNETT WI MEDIA							
	I-7083071	GANNETT WI MEDIA	R	4/10/2013		463.05CR	067789	
	I-7083397	GANNETT WI MEDIA	R	4/10/2013		72.00CR	067789	535.05
0111	GAT SUPPLY INC							
	I-15075	GAT SUPPLY INC	R	4/10/2013		62.61CR	067790	62.61
2544	GLOBAL RECOGNITION INC							
	I-132814	GLOBAL RECOGNITION INC	R	4/10/2013		283.55CR	067791	283.55

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BANK : AP ASSOCIATED

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5830	GRAEF INC I-76587	GRAEF INC	R	4/10/2013		12,715.60CR	067792	12,715.60
0116	GRAINGER INC I-9105249685	GRAINGER INC	R	4/10/2013		83.84CR	067793	83.84
4902	HALRON LUBRICANTS INC I-573023-00 I-573023-01	HALRON LUBRICANTS INC HALRON LUBRICANTS INC	R	4/10/2013 4/10/2013		217.12CR 217.12CR	067794 067794	434.24
0446	HAWKINS INC I-3448520 RI	HAWKINS INC	R	4/10/2013		4,813.89CR	067795	4,813.89
3521	HD SUPPLY WATERWORKS LTD I-6378130 I-6441039 I-6472607	HD SUPPLY WATERWORKS LTD HD SUPPLY WATERWORKS LTD HD SUPPLY WATERWORKS LTD	R	4/10/2013 4/10/2013 4/10/2013		2,525.60CR 124.97CR 450.00CR	067796 067796 067796	3,100.57
5484	HYDRO DESIGNS INC I-28850-IN I-28873-IN	HYDRO DESIGNS INC HYDRO DESIGNS INC	R	4/10/2013 4/10/2013		2,876.00CR 1,657.00CR	067797 067797	4,533.00
1399	INDOFF INC I-2251770 I-2253795 I-2254541 I-2256137	INDOFF INC INDOFF INC INDOFF INC INDOFF INC	R	4/10/2013 4/10/2013 4/10/2013 4/10/2013		11.99CR 410.61CR 38.92CR 32.14CR	067798 067798 067798 067798	493.66
1276	JX ENTERPRISES INC C-D-230840050 C-D-230850025 C-D-230860164 I-D-230700144 I-D-230710005 I-D-230720079 I-D-230770093 I-D-230790176 I-D-230850091 I-D-230860002 I-D-230870060	JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC JX ENTERPRISES INC	R	4/10/2013 4/10/2013 4/10/2013 4/10/2013 4/10/2013 4/10/2013 4/10/2013 4/10/2013 4/10/2013 4/10/2013 4/10/2013		180.45 31.43 12.75 10.67CR 29.54CR 100.90CR 33.50CR 60.50CR 36.00CR 4.47CR 1,390.43CR	067799 067799 067799 067799 067799 067799 067799 067799 067799 067799 067799	1,441.38
1048	KIMMELS LOCKSMITHS I-41746	KIMMELS LOCKSMITHS	R	4/10/2013		90.22CR	067800	90.22

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
3140	KUNDINGER FLUID POWER INC							
	I-50230261	KUNDINGER FLUID POWER INC	R	4/10/2013		435.26CR	067801	435.26
0153	LAFORCE INC							
	I-745987 RI	LAFORCE INC	R	4/10/2013		128.10CR	067802	
	I-748176 RI	LAFORCE INC	R	4/10/2013		22.50CR	067802	150.60
0156	LAWSON PRODUCTS INC							
	I-9301511925	LAWSON PRODUCTS INC	R	4/10/2013		83.21CR	067803	83.21
2291	MASTER GRAPHICS							
	I-INV82960	MASTER GRAPHICS	R	4/10/2013		2,400.00CR	067804	2,400.00
0169	MC MONAGLE LUMBER CO INC							
	I-47170	MC MONAGLE LUMBER CO INC	R	4/10/2013		60.18CR	067805	60.18
0173	MENARDS INC							
	I-17021	MENARDS INC	R	4/10/2013		32.98CR	067806	
	I-17359	MENARDS INC	R	4/10/2013		119.97CR	067806	
	I-17473	MENARDS INC	R	4/10/2013		127.78CR	067806	
	I-17486	MENARDS INC	R	4/10/2013		61.99CR	067806	342.72
0076	NASSCO INC							
	I-S1665731.001	NASSCO INC	R	4/10/2013		181.33CR	067807	181.33
4244	NICK'S BMW LLC							
	I-54040	NICK'S BMW LLC	R	4/10/2013		150.00CR	067808	
	I-54041	NICK'S BMW LLC	R	4/10/2013		404.15CR	067808	554.15
0531	NORTHEAST AUTO PARTS INC							
	I-276457	NORTHEAST AUTO PARTS INC	R	4/10/2013		17.98CR	067809	
	I-277162	NORTHEAST AUTO PARTS INC	R	4/10/2013		21.98CR	067809	
	I-277179	NORTHEAST AUTO PARTS INC	R	4/10/2013		9.85CR	067809	
	I-277281	NORTHEAST AUTO PARTS INC	R	4/10/2013		196.85CR	067809	
	I-277313	NORTHEAST AUTO PARTS INC	R	4/10/2013		15.38CR	067809	262.04
0194	OLSON TRAILER & BODY LLC							
	I-C08230	OLSON TRAILER & BODY LLC	R	4/10/2013		330.00CR	067810	330.00
1020	OVERHEAD DOOR CO OF GREEN BAY							
	I-BAY1892513	OVERHEAD DOOR CO OF GREEN BAY	R	4/10/2013		53.96CR	067811	53.96

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0199	PARKER COATINGS INC							
	I-263418	PARKER COATINGS INC	R	4/10/2013		143.13CR	067812	
	I-263798	PARKER COATINGS INC	R	4/10/2013		23.08CR	067812	166.21
6126	PM SUPPLY AND POOL SERVICE LLC							
	I-34106	PM SUPPLY AND POOL SERVICE LLC	R	4/10/2013		59.88CR	067813	59.88
0208	POMP'S TIRE SERVICE INC							
	I-1010007461	POMP'S TIRE SERVICE INC	R	4/10/2013		1,509.21CR	067814	
	I-90006694	POMP'S TIRE SERVICE INC	R	4/10/2013		533.55CR	067814	
	I-90006735	POMP'S TIRE SERVICE INC	R	4/10/2013		231.80CR	067814	2,274.56
1701	PRAXAIR DISTRIBUTION INC							
	I-45690515	PRAXAIR DISTRIBUTION INC	R	4/10/2013		58.30CR	067815	58.30
1246	PREVEA WORKMED INC							
	I-83825	PREVEA WORKMED INC	R	4/10/2013		125.25CR	067816	125.25
6741	PRIME MEDIA ACQUISITION CORP							
	I-3932-IN	PRIME MEDIA ACQUISITION CORP	R	4/10/2013		315.16CR	067817	315.16
6128	PRINT-N-PRESS							
	I-582118011	PRINT-N-PRESS	R	4/10/2013		1,957.13CR	067818	
	I-582119011	PRINT-N-PRESS	R	4/10/2013		442.78CR	067818	2,399.91
0218	PROMOTIONAL DESIGNS INC							
	I-183300	PROMOTIONAL DESIGNS INC	R	4/10/2013		29.30CR	067819	29.30
2604	RIESTERER & SCHNELL INC							
	I-453484	RIESTERER & SCHNELL INC	R	4/10/2013		142.28CR	067820	
	I-454971	RIESTERER & SCHNELL INC	R	4/10/2013		135.75CR	067820	
	I-458845	RIESTERER & SCHNELL INC	R	4/10/2013		83.19CR	067820	
	I-463015	RIESTERER & SCHNELL INC	R	4/10/2013		161.70CR	067820	522.92
0235	SAINT VINCENT HOSPITAL							
	I-34631	SAINT VINCENT HOSPITAL	R	4/10/2013		101.65CR	067821	101.65
0239	JUDITH SCHMIDT LEHMAN							
	I-201304102089	JUDITH SCHMIDT LEHMAN	R	4/10/2013		168.85CR	067822	168.85
0242	SCOTT CONSTRUCTION INC							
	I-10467MB	SCOTT CONSTRUCTION INC	R	4/10/2013		1,411.71CR	067823	1,411.71

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2791	SIRCHIE FINGER PRINT LABS LLC							
	I-115749-IN	SIRCHIE FINGER PRINT LABS LLC	R	4/10/2013		148.84CR	067824	148.84
0999	STAPLES ADVANTAGE							
	I-3195815223	STAPLES ADVANTAGE	R	4/10/2013		1.08CR	067825	1.08
0255	STELLPLUG LAW SC							
	I-406-01M (204)	STELLPLUG LAW SC	R	4/10/2013		1,416.68CR	067826	1,416.68
1903	TECHNOLOGY ARCHITECTS INC							
	I-10902678	TECHNOLOGY ARCHITECTS INC	R	4/10/2013		1,571.25CR	067827	1,571.25
3858	ULINE							
	I-50103041	ULINE	R	4/10/2013		323.11CR	067828	323.11
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6113	UNITED PARCEL SERVICE INC	R	4/10/2013		21.31CR	067829	21.31
6382	VIDACARE							
	I-75625	VIDACARE	R	4/10/2013		527.49CR	067830	527.49
6093	WALT'S PETROLEUM SERVICE INC							
	I-57423	WALT'S PETROLEUM SERVICE INC	R	4/10/2013		31.12CR	067831	31.12
0238	WAUSAU EQUIPMENT CO INC							
	I-153940	WAUSAU EQUIPMENT CO INC	R	4/10/2013		294.58CR	067832	
	I-154121	WAUSAU EQUIPMENT CO INC	R	4/10/2013		161.12CR	067832	455.70
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201304102090	WI DEPT OF JUSTICE TIME MADI	R	4/10/2013		434.00CR	067833	434.00
0300	ZARNOTH BRUSH WORKS INC							
	I-142861-IN	ZARNOTH BRUSH WORKS INC	R	4/10/2013		68.57CR	067834	68.57

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	79	0.00	90,546.62	90,546.62
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:	79	0.00	90,546.62	90,546.62

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	4/2013	47,897.21CR
201	4/2013	1,877.91CR
208	4/2013	25.92CR
235	4/2013	12,715.60CR
285	4/2013	30.00CR
405	4/2013	630.19CR
601	4/2013	23,391.40CR
650	4/2013	3,978.39CR
=====		
ALL		90,546.62CR

CITY OF DE PERE - April 16, 2013

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator Licenses for the 2012-2014 Licensing Period					
1	GILLIGAN, JOCELYN S.	2698 WEST POINT ROAD	GREEN BAY	WI	54304
Temporary Operator Licenses for the 2012-2014 Licensing Period					
1	BADER, MICHAEL T.L.	1744 CARRIAGE CT.	GREEN BAY	WI	54304
2	BARTLEY, MATTHEW D.	3048 JOY LN.	GREEN BAY	WI	54311
3	COLWELL, MATTHEW J.	2876 MANITOWOC RD.	GREEN BAY	WI	54311
4	MULVEY, DANIEL S.A.	2053 CHARLES ST.	DE PERE	WI	54115
5	MULVEY, VICKI L.	2053 CHARLES ST.	DE PERE	WI	54115
6	SMITS, JOSEPH J.	2116 SWANSTONE CR.	DE PERE	WI	54115
7	WENDT, JAY W.	1774 CORVALLIS CT.	DE PERE	WI	54115
8	WIRTZ, KENNETH J.	809 S. NINTH ST.	DE PERE	WI	54115
Operator Licenses for the 2012-2014 Licensing Period					
1	DEWITT, ANGIE M.	2400 RED TAIL GLEN	DE PERE	WI	54115
2	GRAY, BARBARA A.	535 BRULE RD., #13	DE PERE	WI	54115
3	HIBBARD, BRANDI J.	3631 EAST RIVER DR.	GREEN BAY	WI	54301
4	KOLTZ, LISA M.	905 GEORGE ST., APT. 2	DE PERE	WI	54115
5	OLSON, ELIZABETH A.	1901 RIDGEWAY DR., #48	DE PERE	WI	54115
6	PAUL, AMANDA M.	480 N. GOOD HOPE	DE PERE	WI	54115
7	VAN VEGHEL, AMBER M.	408 N. GOOD HOPE RD.	DE PERE	WI	54115
8	WATSON, ALLYSON G.	314 SEMINOLE LN.	GREEN BAY	WI	54313
9	WOLLWERT, ANNA R.	100 GRANT ST., STE. 2363	DE PERE	WI	54115