# 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 March 19, 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.***

**AGENDA FOR SAID MEETING:**

1. Roll call.

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the March 5, 2013 regular meeting of the Common Council.

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

5. Recommendation from the License Committee:

    A. Application for a Class "B" Beer & "Class B" Liquor License for Willi's Bar & Grill, 1605 Fort Howard Ave., Ste. C (previously tabled at the 2/20/13 Council Meeting).

6. Recommendation from the Finance/Personnel Committee to approve:

    A. Wisconsin Public Service power to tornado siren on Scheuring Road.

7. Recommendation from the Board of Public Works to award Project:

    A. 13-01 Sewer and Water Relay and Street Resurfacing to Kruczek Construction, Inc.

    B. 13-13 Crackfilling to Asphalt Seal and Repair, Inc.

    C. 13-15 Televising to Speedy Clean Drain & Sewer.

8. Recommendation from the Board of Heath:

    A. Appointment of interim Health Officer/Director.

    B. Resolution #13-28, Authorizing Memorandum Of Understanding Between The City Of De Pere And Brown County Health Department For Interim Sanitarian Services.

9. Consideration of rezoning request and General Development Plan for a proposed Walgreen's located on the northeast corner of South Broadway and Wisconsin Streets (referred back to staff after January 15, 2013 public hearing).

    A. Recommendation of the Plan Commission.

    B. Report on action of Board of Public Works regarding driveway onto North Broadway Street.

C. Ordinance #13-04, Rezoning Certain Property (Parcels ED-814, ED-821, ED-821-1, E D-823, ED-825, ED 833-1 and a portion of ED-818).

D. Resolution #13-04, Introduction Of Resolution Regarding The Vacation Of A Portion Of Charles Street Right-Of-Way And Alleyway Adjacent Thereto (Between Broadway and Wisconsin Streets) (refer to public hearing).

10. Ordinance #13-06, Repealing Sexual Offender Residency Restrictions (previously tabled at the 2/20/13 Council Meeting – second reading).

11. Ordinance #13-09, Amending Ordinance #13-05 Revising Effective Date For Electrical Code Licensing Revisions.

12. Resolution #13-29, Disallowance Of Claim (Vernon Kussow).

13. Resolution #13-30, Approving Agreement For Engineering Services Between The City Of De Pere And McMahon Associates, Inc. (Storm Water Modeling).

14. Resolution #13-31, Approving Agreement For Consulting Services Between The City Of De Pere And Timothy F. Heggland (Historic Register Nominations).

15. Resolution #13-32, Approving Annual Report Under Municipal Separate Storm Sewer System (MS4) Permit And Its Submission To The Department Of Natural Resources (DNR).

16. Resolution #13-33, Intergovernmental Agreement Between The City of De Pere, The Town Of Ledgeview And The Ledgeview Sanitary District #2 Regarding City Connection To Ledgeview Sewer On Viking Lane And County Highway PP.

17. Resolution #13-34, Authorizing Contract With Orde Advertising For Riverwalk And Wildlife Viewing Pier Signage.

18. Consider Change Order #3 regarding Riverwalk construction project.

19. Discussion regarding the status of the De Pere Riverwalk phase two funding.

20. Appointments by Mayor Walsh to the Commission on Aging.

21. Voucher approval.

22. Applications for Operator's Licenses.

23. Future agenda items.

24. 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, March 18, 2013 so that arrangements can be made.

AGENDA SENT TO:

Mayor
Alderpersons
Department Heads
TV, Newspapers, & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

Ordinance #13-04

| | | | |
|---|---|---|---|
| 126 SOUTH BROADWAY LLC | | 126 S BROADWAY ST | DE PERE WI 54115-2514 |
| BANK MUTUAL | | 4949 W BROWN DEER RD | MILWAUKEE WI 53223-2421 |
| BEILKE LLC | | 125 S BROADWAY ST | DE PERE WI 54115-2575 |
| BELLA NOVA LLC | | 522 GEORGE ST | DE PERE WI 54115-2714 |
| CAROL C SHIER | | 2917 MILL RD | GREENLEAF WI 54126-9452 |
| FEDERAL NATIONAL MORTGAGE ASSOCIATION | | PO BOX 650043 | DALLAS TX 75265 |
| GERALD/ELIZABETH KRYSHAK | | 3237 CALAIS CT | GREEN BAY WI 54301-1456 |
| GET REEL ENTERTAINMENT LLC | | 905 GEORGE ST #191 | DE PERE WI 54115-2917 |
| GILLESPIE PROPERTIES LLC | | 416 GEORGE ST SUITE 105 | DE PERE WI 54115-2712 |
| HARRY MACCO | C/O HILLCREST LUMBER | 2986 HWY PP | DE PERE WI 54115-9645 |
| HZ PROPERTIES LLC | | 113 S BROADWAY | DE PERE WI 54115-2513 |
| J & J ENTERPRISES OF DE PERE LLP | | 3030 OLD PLANK RD | DE PERE WI 54115-8645 |
| JDA ENTERPRISES OF WISCONSIN LLC | | 502 GEORGE ST | DE PERE WI 54115 |
| JEROME J (JOE) SECOR REVOCABLE TRUST | | 748 MORNING GLORY LN | DE PERE WI 54115-1380 |
| KENNETH & SYLVIA BUTZ | | 242 ST JAMES WY | NAPLES FL 34104-6714 |
| KEVIN J & WENDY M KRYSHAK | | 2687 EAST RIVER DR | GREEN BAY WI 54301-1769 |
| KORDES LLC | | 1603 RUSK ST | DE PERE WI 54115-3638 |
| MEDICAL ARTS COMPLEX DENTAL CENTER SC ETAL | | 704 S WEBSTER AV | GREEN BAY WI 54301-3528 |
| PALS RENTALS LLC | | 2027 GRANT ST | DE PERE WI 54115 |
| SAINT FRANCIS XAVIER CONGREGATION | | 220 S MICHIGAN AV | DE PERE WI 54115-2730 |
| SEROOGY BROTHERS LLP | | 144 N WISCONSIN ST | DE PERE WI 54115-2733 |
| THE HILLCREST PRTNSHP #1 LLP | | 2986 HWY PP | DE PERE WI 54115-9645 |
| THE LEE BUILDING CORP | | 828 CHERRY ST | GREEN BAY WI 54301 |
| THOMAS A BARTEL | | 901 S JACKSON ST | GREEN BAY WI 54301-3517 |
| THOMAS ZOELLER | | 115 S BROADWAY ST | DE PERE WI 54115-2513 |
| TIMOTHY V & LORI A KARL | | 2584 GOOD SHEPHERD LN | GREEN BAY WI 54313-4700 |
| Judy Friederichs, RN, BSN | Brown County Health Dept. | 610 South Broadway | Green Bay, WI 54303 |
| Carl Sutter, P.E., CCS | McMahon Associates, Inc. | P.O. Box 1025 | Neenah, WI 54957-1025 |
| Town Clerk/Administrator | Town of Ledgeview | 3700 Dickinson Road | De Pere, WI 54115 |
| District Secretary | Ledgeview Sanitary Dist. #2 | 3700 Dickinson Road | De Pere, WI 54115 |
| Vernon Kussow | | 1350 S. Summer Range Rd. | De Pere, WI 54115 |
| Kristie Hoffman | | 1565 Red Maple Road | De Pere, WI 54115 |
| Timothy Heggland | | 6391 Hillsandwood Road | Mazomanie, WI 53560 |
| Orde Sign & Graphics | | 1825 Nimitz Drive | De Pere, WI 54115 |
| Steve Rosenbeck | Srosenbeck@mcmgrp.com | | |
| Kruczek Construction, Inc. | john@kruczekconstruction.com | | |
| Asphalt Seal & Repair, Inc. | jim@asphaltsealandrepair.com | | |
| Speedy Clean Drain & Sewer | info@speedycleaninc.com | | |

**COMMON COUNCIL MEETING**
**CITY OF DE PERE, WISCONSIN – MARCH 5, 2013**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, March 5, 2013.

Mayor Mike Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Mike Donovan, Jim Kneiszel, Larry Lueck, Dan Robinson, & Kathy Van Vonderen. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Donovan moved, seconded by Alderperson Lueck, to approve the minutes of the February 20, 2013 meeting. Upon vote, the minutes were approved unanimously.

4A. A Public Hearing on a Conditional Use Application for a 4,800 square foot office building at 1251 Scheuring Road was presented. Deputy Clerk Vicki Scray announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on February 7, 2013.

4B. City Planner Ken Pabich stated the Plan Commission 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 #13-24, Authorizing And Approving A Conditional Use Permit (Part of Parcel WD-364-D-531) was presented for consideration. Alderperson Donovan moved, seconded by Alderperson Boyd, to approve the resolution. Discussion followed. Upon vote, motion carried unanimously.

5A. A Public Hearing on Official City of De Pere Map was presented. Deputy Clerk Vicki Scray announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal on February 7 and 14, 2013.

5B. City Planner Ken Pabich stated the Plan Commission 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.

5C. Ordinance #13-08, Amending The Official Street Map Of The City Of De Pere was presented for consideration. Alderperson Crevier moved, seconded by Alderperson Van Vonderen to approve the ordinance. Discussion followed. Upon vote, motion carried unanimously.

6. Public Comment or other Announcements. None.

7. RECOMMENDATIONS FROM THE BOARD OF PARK COMMISSIONERS

A. Donation of six handicap picnic tables by Eagle Scout, Keith Deitrich, valued at $825 specifying tables are to be placed at the De Pere Dog Park was presented. Alderperson Crevier moved, seconded by Alderperson Van Vonderen to approve the donation. Discussion followed. Upon vote, motion carried unanimously.

B. Donation of 75 trees valued at $4,600 from the Green Bay Packers, Wisconsin DNR, and US Forest Service from their "First Down for Trees" program was presented. Alderperson Crevier moved, seconded by Alderperson Robinson to approve the donation. Discussion followed. Upon vote, motion carried unanimously.

C. Donation of Diamond improvements (i.e., Lip removal, edge clean up, additional diamond mix, reset synthetic turf at coaches boxes, pitching mound reconditioning, and top dress infield) at Kelly Danen Park valued at $5,250 from De Pere Baseball was presented. Alderperson Crevier moved, seconded by Alderperson Boyd to approve the donation. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE LICENSE COMMITTEE

8A. Application for a Class "B" Beer & "Class B" Liquor License for The Holiday, 132 S. Front Street, De Pere was presented. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve the application. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE PLAN COMMISSION

9A. Application for a three lot CSM at the St. Norbert College Science Center, Agent: Steve Bieda was presented. Alderperson Lueck moved, seconded by Alderperson Kneiszel to approve the recommendation. Discussion followed. Upon vote, motion carried 7-0 with Alderperson Robinson abstaining.

RECOMMENDATION FROM THE FINANCE/PERSONNEL COMMITTEE

10A. Appropriate from unassigned General Fund Reserve Fund to fund a 1% bonus for certain non-represented employees to offset lower wage increase than what was provided to represented employees in 2013 was presented. Alderperson Van Vonderen moved, seconded by Alderperson Robinson to approve the appropriation of funds. Discussion followed. City Administrator Larry Delo clarified that the vote is for appropriation of funding for the $13,689 which is equivalent to the 1% if non-represented employees select it. Upon roll call vote, motion carried unanimously.

11. Resolution #13-25, Authorizing Amendment To Redevelopment Agreement Between Gerald G. Van Dyn Hoven, Dutch Boyz Development, LLC, The Redevelopment Authority Of The City Of De Pere And The City Of De Pere. was presented. Alderperson Crevier moved, seconded by Alderperson Robinson to approve the resolution. Upon vote, motion carried unanimously.

12. Resolution #13-26, Approving Agreement For Consulting Services Between The City Of De Pere And Rettler Corporation (Southwest Park Pond Design) was presented. Alderperson Donovan moved, seconded by Alderperson Crevier to approve the resolution. Discussion followed with Marty Kosobucki, Director of Parks, Recreation and Forestry answering the Council's questions. Upon roll call vote, motion carried unanimously.

13. Resolution #13-27, Approving Agreement For Consulting Services Between The City Of De Pere And RW Management Group, Inc. For Interim Fire Department Management Services. was presented. Alderperson Van Vonderen moved, seconded by Alderperson Lueck to approve the resolution. Discussion followed with Jeffrey R. Roemer, CPM, Principal Officer RW Management Group, Inc. present to answer the Council's questions. Upon roll call vote, motion carried unanimously.

14. Human Resource Director Shannon Metzler reviewed the positive outcome of moving to the High Deductible Health Plan (HRA) along with guest speaker Jeff Prickette, Sr. Benefits Consultant at McClone Insurance Group.

15. Human Resource Director Shannon Metzler along with guest speaker Jeff Prickette, Sr. Benefits Consultant at McClone Insurance Group provided information regarding the status of having an actuarial study completed on cost of retiree health insurance. Discussion followed. Referred back to McClone Insurance Group for further study.

16. Consideration of Change Order #2 for De Pere Riverwalk Phase II was presented. Moved by Alderperson Crevier, seconded by Alderperson Lueck to approve Change Order #2. Discussion followed with Marty Kosobucki, Director of Parks, Recreation and Forestry answering the Council's questions. Upon roll call vote, motion carried unanimously.

17. Discussion regarding the status of the De Pere Riverwalk Phase II funding. Alderperson Boyd provided an up to date spreadsheet listing the donations for the De Pere Riverwalk. Discussion followed.

18. City Sustainability Team report on activities was presented by City Administrator Larry Delo.

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

20. Applications for Operator's Licenses were presented.

| CITY OF DE PERE - March 5, 2013 | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| ITEM# | NAME | ADDRESS | CITY | ST | ZIP |
| **Previously Tabled Operator Licenses for the 2012-2014 Licensing Period** | | | | | |
| 1 | ELLSWORTH, CHARITY A. | 533 BADER ST. | GREEN BAY | WI | 54302 |
| **TEMPORARY OPERATOR LICENSE APPLICATIONS** | | | | | |
| 1 | GIBSON, DAVID E. | 703 E. MISSION RD. | GREEN BAY | WI | 54301 |
| 2 | JENSEN, WILLIAM E. | 332 DESPLAINE RD. | DE PERE | WI | 54115 |
| 3 | VANDER BLOOMEN, BRYAN M. | 2392 DAYTONA SPEEDWAY, #4 | DE PERE | WI | 54115 |
| **Operator Licenses for the 2012-2014 Licensing Period** | | | | | |
| 1 | CASTRO, KRISTEN L. | 419 LILAC LN. | DE PERE | WI | 54115 |
| 2 | GARSOW, RAINA K. | 1246 E. MASON ST., APT. 1 | GREEN BAY | WI | 54301 |
| 3 | KITSON, MICHAEL J. | 1680 WEST MAIN CIRCLE, APT. 97 | DE PERE | WI | 54115 |
| 4 | KRAFT, JENNI A. | 1189 CORAL ST. | DE PERE | WI | 54115 |
| 5 | MC NITT, BARBARA J. | 1242 PERSHING RD. | DE PERE | WI | 54115 |
| 6 | SCHMIDT, SAMANTHA M. | 2812 VIKING DR., APT. 2C | GREEN BAY | WI | 54304 |
| 7 | WEAVER, KATIE L. | 2544 SHAWANO AVE., APT. 5 | GREEN BAY | WI | 54313 |

Alderperson Bauer moved, seconded by Alderperson Kneiszel to deny Previously Tabled Operator License Application #1. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Kneiszel to approve Temporary Operator License Applications #1-3. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Kneiszel to table Operator License Application #3 and approve Operator License Applications #1-2, 4-7. Upon vote, motion carried unanimously.

21. Discussion on scheduling license hearings led by City Attorney Judy Schmidt-Lehman resulting in the Council asking her to schedule the hearings on March 14 and 26, 2013.

22. Future Agenda Items. None.

Alderperson Crevier moved, seconded by Alderperson Van Vonderen to adjourn. Upon vote, motion carried unanimously. The Common Council adjourned at 8:53 p.m.

Respectfully submitted,

Vicki Scray
Deputy Clerk

**LICENSE COMMITTEE RECOMMENDATION**

March 19, 2013
De Pere, Wisconsin

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the License Committee at their duly convened meeting held on March 19, 2013.

1. Application for a Class "B" Beer & "Class B" Liquor License for Willi's Bar & Grill, 1605 Fort Howard Ave., Ste. C, De Pere, WI. Submitted by PRH Enterprise, LLC, Agent: Kristie Hoffman, 1565 Red Maple Rd., De Pere, WI 54115.

Respectfully Submitted,

License Committee

Shana Defnet
Clerk-Treasurer

# RECOMMENDATION

March 12, 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 March 12, 2013:

Recommendation on the following to approve:

A. Wisconsin Public Service power to tornado siren on Scheuring Road.

Respectfully Submitted

Finance/Personnel Committee

Lawrence Delo
City Administrator

# CITY OF DE PERE

**Fire Rescue Department**
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4086
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

March 1, 2013

Finance Committee
City of De Pere

Re: Emergency Siren Project De Pere well station 1340 Scheuring Rd.
WPS meter contract

This past January the outdoor emergency notification siren located at De Pere well station 1340 Scheuring Road was installed. The installation was conducted by **AMERICAN SIGNAL CORP. – MILWAUKEE WI for a total of $16,790.00.** The city budget for the tornado siren is $19,500.00.

We now need to complete the project by obtaining power to the pole. Installation of a breaker and meter pedestal by Kleuskens Electric is $ 850.00 bringing the finished product in under budget.

WPS will install power to the meter box and install the power meter under the attached meter contract. The work will be conducted as soon as the frost is out of the ground to avoid the $465.30 winter installation fee.

This is the same system the city has with the outdoor emergency notification siren at Kiwanis Park.

The department recommends the acceptance of a WPS meter contract and the completion of this project.

If you have any questions or would like to review additional information, feel free to contact me.

Sincerely,

Robert Kiser
Fire Chief

Quotes:
Note: Bodart Electric ---------- $1,500.00
Van Den Heuvel Electric -- $1,100.00

# KLEUSKENS ELECTRIC

1418 Grant Street
De Pere, WI 54115
(920) 336-3764

## ESTIMATE

**TO:** De Pere Fire and Rescue
400 Lewis Street
De Pere. WI., 54115

**DATE:** 2-25-13

| QTY | DESCRIPTION | AMOUNT |
|---|---|---|
| | Install new meter and disconnect on pole for siren on Scheuring Road | |
| | Price Includes: | |
| 1 | Underground meter base | |
| 1 | Weatherproof service disconnect | |
| | Grounding | |
| | Wiring to siren control panel | |
| | Permit Fee | |
| | Price does not include any WPS charges | |
| | Add $100.00 for winter charge if frost is in the ground | |
| | Total Estimated Cost | 850.00 |

Wisconsin Public Service Corporation
2850 South Ashland Avenue
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

February 22, 2013

CITY OF DE PERE
ATTN: ROBERT KISER
400 LEWIS ST
DE PERE, WI 54115

Dear ROBERT KISER:

Following is the estimated cost for the proposed work request at:

Property Description: 1340 SCHEURING RD
CITY OF DE PERE

County of BROWN
State of WI

- The cost to install your Electric facilities is: $465.30 service and $0.00 system. Total Electric charges are $465.30.

- There will be no cost for the service. The $465.30 is all winter construction charge. If the service can wait till after March 31st there will be no charges.

The estimate is effective for sixty (60) days as of the date of this letter. It is based on our understanding of the existing conditions and the proposed location of the system and/or service on the property. If you decide to proceed with the proposed work request we will calculate the actual cost. This actual cost may vary from the estimated cost because of changes in job scope, location/route, materials/labor costs, winter construction or other variables.

If you have any questions or would like to proceed with the work request, please call us at 800-242-9772 to complete an application and refer to **Work Request 1111743-1.**

Thank you.

Sincerely,

New Service Installation Team
WMISPRD1

**RECOMMENDATIONS**

March 12, 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, March 11, 2013:

A. Recommend award the bid for project 13-01 Sewer and Water Relay and Street Resurfacing to Kruczek Construction, Inc., 3636 Kewaunee Road, Green Bay, WI 54311 in the amount of $926,000.00.

B. Recommend award the bid for Project 13-13 Crackfilling to Asphalt Seal and Repair, Inc., 2077 Enterprise Drive, De Pere, WI 54115 in the amount of $77,400.00.

C. Recommend award the bid for Project 13-15 Televising to Speedy Clean Drain & Sewer, 1380 Earl Street, Menasha, WI 54952 in the amount of $103,890.00.

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:** Eric P. Rakers, P.E.,City Engineer EPR
**Date:** March 7, 2013
**Subject:** Consider Award of Project 13-01 Sewer and Water Relay and Street Resurfacing

The Engineering Department received bids on Project 13-01 Sewer and Water Relay and Street Resurfacing on February 28, 2013. This project involves relaying sanitary sewer and water main at various locations around the City, due to the deteriorated condition of the utility. Additionally, the street will be milled and resurfaced. The bids received were as follows:

| Bidder | Amount |
|---|---|
| Kruczek Construction, Inc. | $926,000.00 |
| Jossart Brothers, Inc. | $969,021.00 |
| David Tenor Corporation | $972,958.50 |
| Feaker & Sons Company, Inc. | $985,640.75 |
| Triple P. Inc. dba Peters Concrete | $988,615.00 |
| Dorner Inc. | $1,015,470.00 |
| Advance Construction, Inc. | $1,045,406.14 |
| De Groot, Inc. | $1,219,010.62 |

The budgeted amount from the capital improvement budget is $1,050,000. Funding will be $310,000 from general obligation debt, $80,000 from the sewage revenue fund, $630,000 from the water utility fund, and $30,000 from the storm water utility fund. The staff recommendation is to award the bid to Kruczek Construction, Inc. in the amount of $926,000.00.

**PROJECT 13-01 SEWER & WATER RELAY & STREET RESURFACING**
**BID TAB**

| | | | | BIDDER NO. 1 | | BIDDER NO. 2 | | BIDDER NO. 3 | | BIDDER NO. 4 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | Kruczek Construction, Inc. | | Jossart Brothers, Inc. | | David Tenor Corporation | | Feaker & Sons Co., Inc. | |
| **STREET AND DRAINAGE** | | | | | | | | | | | |
| SD-01 | Remove and Replace 30" Concrete Curb and Gutter | LF | 1,150 | $24.00 | $27,600.00 | $25.00 | $28,750.00 | $24.00 | $27,600.00 | $25.00 | $28,750.00 |
| SD-02 | Remove and Replace 24" Concrete Curb and Gutter | LF | 1,450 | $21.50 | $31,175.00 | $22.90 | $33,205.00 | $24.15 | $35,017.50 | $23.00 | $33,350.00 |
| SD-03 | Provide Reinforcement for Curb and Gutter - 2 #4 Bars | LF | 3,400 | $1.00 | $3,400.00 | $1.05 | $3,570.00 | $1.05 | $3,570.00 | $1.02 | $3,468.00 |
| SD-04 | Remove & Replace Concrete Drive - 6" Depth | SY | 400 | $37.00 | $14,800.00 | $35.85 | $14,340.00 | $38.67 | $15,468.00 | $38.00 | $15,200.00 |
| SD-05 | Remove and Replace Concrete Sidewalk 4" | SY | 100 | $36.50 | $3,650.00 | $36.75 | $3,675.00 | $40.70 | $4,070.00 | $37.50 | $3,750.00 |
| SD-06 | Mill Asphaltic Concrete Pavement | SY | 16,000 | $2.00 | $32,000.00 | $2.20 | $35,200.00 | $2.15 | $34,400.00 | $4.06 | $64,960.00 |
| SD-07 | Provide Asphaltic Concrete Pavement – Surface Course, Type E1, PG 64-22 | TONS | 2,200 | $54.00 | $118,800.00 | $54.35 | $119,570.00 | $54.31 | $119,482.00 | $54.32 | $119,504.00 |
| SD-08 | Provide Asphaltic Concrete Pavement – Binder Course, Type E1, PG 64-22 | TONS | 950 | $51.75 | $49,162.50 | $52.00 | $49,400.00 | $51.76 | $49,172.00 | $51.77 | $49,181.50 |
| SD-09 | Cold Mix Asphalt (Patch) | SY | 150 | $10.00 | $1,500.00 | $20.00 | $3,000.00 | $12.50 | $1,875.00 | $9.50 | $1,425.00 |
| SD-10 | Ditching with Erosion Mat (Swale on Prospect Place) | LF | 30 | $20.00 | $600.00 | $10.00 | $300.00 | $37.00 | $1,110.00 | $16.00 | $480.00 |
| SD-11 | Detectable Warning Fields Yellow | EA | 1 | $227.50 | $227.50 | $250.00 | $250.00 | $245.00 | $245.00 | $245.00 | $245.00 |
| SD-12 | Remove 8-inch Doweled Concrete Pavement and Base (Prospect Place) | SY | 150 | $3.00 | $450.00 | $4.00 | $600.00 | $6.00 | $900.00 | $5.85 | $877.50 |
| SD-13 | Remove and Replace 8-inch Doweled Concrete Pavement Base | SY | 305 | $59.00 | $17,995.00 | $59.00 | $17,995.00 | $52.30 | $15,951.50 | $63.00 | $19,215.00 |
| SD-14 | Install Concrete Flume (Prospect Pl) | EA | 1 | $600.00 | $600.00 | $750.00 | $750.00 | $1,050.00 | $1,050.00 | $800.00 | $800.00 |
| **SPECIAL CONSTRUCTION** | | | | | | | | | | | |
| SC-01 | Pipe Foundation Stabilization | CY | 100 | $15.00 | $1,500.00 | $0.01 | $1.00 | $11.00 | $1,100.00 | $0.01 | $1.00 |
| SC-02 | Inlet Protection, Type B | EA | 24 | $40.00 | $960.00 | $50.00 | $1,200.00 | $45.00 | $1,080.00 | $40.00 | $960.00 |
| SC-03 | Adjust Inlet | EA | 2 | $255.00 | $510.00 | $300.00 | $600.00 | $300.00 | $600.00 | $450.00 | $900.00 |
| SC-04 | Adjust Manhole | EA | 7 | $255.00 | $1,785.00 | $300.00 | $2,100.00 | $300.00 | $2,100.00 | $400.00 | $2,800.00 |
| SC-05 | Reconstruct Inlet | VF | 2 | $370.00 | $740.00 | $500.00 | $1,000.00 | $450.00 | $900.00 | $415.00 | $830.00 |
| SC-06 | Reconstruct Manhole | VF | 65 | $230.00 | $14,950.00 | $150.00 | $9,750.00 | $350.00 | $22,750.00 | $350.00 | $22,750.00 |
| SC-07 | Polystyrene Insulation Board | LF | 100 | $15.00 | $1,500.00 | $5.00 | $500.00 | $4.35 | $435.00 | $8.00 | $800.00 |
| SC-08 | Silt Fence | LF | 50 | $4.00 | $200.00 | $3.00 | $150.00 | $2.00 | $100.00 | $2.00 | $100.00 |
| | | | | | | | | | | | |
| | **TOTAL AMOUNT BID** | | | | **$926,000.00** | | **$969,021.00** | | **$972,958.50** | | **$985,640.75** |

PROJECT 13-01 SEWER & WATER RELAY & STREET RESURFACI

**BID TAB**

| | | | | BIDDER NO. 5 | | BIDDER NO. 6 | | BIDDER NO. 7 | | BIDDER NO. 8 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | **Triple P. Inc dba Peters Concrete** | | **Dorner Inc.** | | **Advance Construction Inc.** | | **De Groot, Inc.** | |
| **STREET AND DRAINAGE** | | | | | | | | | | | |
| SD-01 | Remove and Replace 30" Concrete Curb and Gutter | LF | 1,150 | $23.00 | 26,450.00 | $31.00 | $35,650.00 | $27.00 | $31,050.00 | $29.93 | $34,419.50 |
| SD-02 | Remove and Replace 24" Concrete Curb and Gutter | LF | 1,450 | $21.00 | 30,450.00 | $29.00 | $42,050.00 | $25.00 | $36,250.00 | $27.81 | $40,324.50 |
| SD-03 | Provide Reinforcement for Curb and Gutter - 2 #4 Bars | LF | 3,400 | $1.00 | 3,400.00 | $1.00 | $3,400.00 | $1.00 | $3,400.00 | $1.27 | $4,318.00 |
| SD-04 | Remove & Replace Concrete Drive - 6" Depth | SY | 400 | $36.00 | 14,400.00 | $44.60 | $17,840.00 | $40.00 | $16,000.00 | $51.79 | $20,716.00 |
| SD-05 | Remove and Replace Concrete Sidewalk 4" | SY | 100 | $38.00 | 3,800.00 | $45.10 | $4,510.00 | $41.00 | $4,100.00 | $53.13 | $5,313.00 |
| SD-06 | Mill Asphaltic Concrete Pavement | SY | 16,000 | $2.10 | 33,600.00 | $2.35 | $37,600.00 | $2.50 | $40,000.00 | $2.26 | $36,160.00 |
| SD-07 | Provide Asphaltic Concrete Pavement – Surface Course, Type E1, PG 64-22 | TONS | 2,200 | $53.25 | 117,150.00 | $54.50 | $119,900.00 | $53.25 | $117,150.00 | $56.70 | $124,740.00 |
| SD-08 | Provide Asphaltic Concrete Pavement – Binder Course, Type E1, PG 64-22 | TONS | 950 | $50.75 | 48,212.50 | $52.00 | $49,400.00 | $50.75 | $48,212.50 | $53.82 | $51,129.00 |
| SD-09 | Cold Mix Asphalt (Patch) | SY | 150 | $10.00 | 1,500.00 | $15.00 | $2,250.00 | $7.00 | $1,050.00 | $13.46 | $2,019.00 |
| SD-10 | Ditching with Erosion Mat (Swale on Prospect Place) | LF | 30 | $15.00 | 450.00 | $35.00 | $1,050.00 | $25.00 | $750.00 | $31.99 | $959.70 |
| SD-11 | Detectable Warning Fields Yellow | EA | 1 | $250.00 | 250.00 | $250.00 | $250.00 | $240.00 | $240.00 | $275.73 | $275.73 |
| SD-12 | Remove 8-inch Doweled Concrete Pavement and Base (Prospect Place) | SY | 150 | $3.00 | 450.00 | $15.00 | $2,250.00 | $66.00 | $9,900.00 | $15.15 | $2,272.50 |
| SD-13 | Remove and Replace 8-inch Doweled Concrete Pavement Base | SY | 305 | $58.00 | 17,690.00 | $65.00 | $19,825.00 | $66.00 | $20,130.00 | $74.44 | $22,704.20 |
| SD-14 | Install Concrete Flume (Prospect Pl) | EA | 1 | $600.00 | 600.00 | $625.00 | $625.00 | $600.00 | $600.00 | $707.00 | $707.00 |
| **SPECIAL CONSTRUCTION** | | | | | | | | | | | |
| SC-01 | Pipe Foundation Stabilization | CY | 100 | $17.00 | 1,700.00 | $17.00 | $1,700.00 | $18.00 | $1,800.00 | $14.14 | $1,414.00 |
| SC-02 | Inlet Protection, Type B | EA | 24 | $25.00 | 600.00 | $50.00 | $1,200.00 | $40.00 | $960.00 | $25.25 | $606.00 |
| SC-03 | Adjust Inlet | EA | 2 | $350.00 | 700.00 | $250.00 | $500.00 | $500.00 | $1,000.00 | $404.00 | $808.00 |
| SC-04 | Adjust Manhole | EA | 7 | $300.00 | 2,100.00 | $275.00 | $1,925.00 | $450.00 | $3,150.00 | $353.50 | $2,474.50 |
| SC-05 | Reconstruct Inlet | VF | 2 | $300.00 | 600.00 | $400.00 | $800.00 | $360.00 | $720.00 | $404.00 | $808.00 |
| SC-06 | Reconstruct Manhole | VF | 65 | $256.00 | 16,640.00 | $350.00 | $22,750.00 | $360.00 | $23,400.00 | $422.78 | $27,480.70 |
| SC-07 | Polystyrene Insulation Board | LF | 100 | $5.00 | 500.00 | $10.00 | $1,000.00 | $8.00 | $800.00 | $7.07 | $707.00 |
| SC-08 | Silt Fence | LF | 50 | $2.00 | 100.00 | $5.00 | $250.00 | $1.50 | $75.00 | $3.03 | $151.50 |
| | **TOTAL AMOUNT BID** | | | | **988,615.00** | | **$1,015,470.00** | | **$1,045,406.14** | | **$1,219,010.62** |

# 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 KMH
**Date:** March 5, 2013
**Subject:** Consider award for Project 13-13 Crackfilling

The Engineering Department received bids on Project 13-13 Crackfilling on February 28th. This work is for maintenance of streets and parking lots. The bids received were as follows:

| Bidder | Amount |
|---|---|
| Asphalt Seal & Repair, Inc. | $77,400 |
| Precision Seal Coating. Inc. | $79,100 |
| American Pavement Solutions, Inc. | $87,300 |
| Fahrner Asphalt Sealers, LLC | $132,300 |
| Interstate Sealant & Concrete, Inc. | $135,900 |
| Scodellar Construction, Inc. | $136,800 |

Funding for the project will be $85,000 from general obligation debt. The staff recommendation is to award the bid to Asphalt Seal & Repair, Inc. in the amount of $77,400.

# 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 ER
**Date:** March 8, 2013
**Subject:** Consider Award for Project 13-15 Televising

The Engineering Department received bids on Project 13-15 Televising on February 28th. This work is for maintenance of sewers. The bids received were as follows:

| Bidder | Amount |
|---|---|
| Speedy Clean Drain & Sewer | $103,890.00 |
| Visu-Sewer, Inc. | $115,412.00 |
| PLC Water Jetting Service, Inc. | $189,865.00 |
| Great Lakes TV Seal, Inc. | $229,901.00 |
| Green Bay Pipe & TV, LLC | $246,093.00 |
| Northern Pipe Equipment, Inc. | $253,575.00 |
| Infrastructure Technologies, Inc. | $397,834.00 |

The budgeted amount for the project from the capital improvement fund is $105,000. Funding will be $100,000 from the storm water utility fund and $5,000 from the sewerage revenue fund. The staff recommendation is to award the bid to Speedy Clean Drain and Sewer in the amount of $103,890.50.

# Memo City of De Pere

To: Mayor Michael J. Walsh
Members of the Common Council

From: Sonja Jensen, Interim Health Officer/Director
Shannon Metzler, Human Resources Director

RE: Interim Health Officer/Director Designation

Date: March 14, 2013

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As you are aware, Sonja Jensen has resigned her position as Public Health Nurse, Interim Health Officer/Director with the City effective March 20, 2013.

To maintain our State Agent Status, we need to designate an interim Health Officer. For the transition period, we are recommending the designation of Ellen Moore as Interim Health Officer/Director (60%) and Brown County (Health Director Judy Friederichs) (40%). This arrangement has been approved by the State Department of Health Services. Ellen meets the qualifications for this position as she holds a Bachelor of Science Degree in Nursing from Marion College and is a Registered Nurse. Ellen has been in the nursing field since 1985 and has been employed by the City as a Health Nurse since 2001. She was also appointed Interim Health Officer/Director for the city for a two month period in 2005.

Brown County has offered to assist the City in this transition by assuming the Health Officer/Director role when Ellen is not scheduled. Brown County will charge the City $250/week for their availability for phone consultation. For urgent needs beyond those of a phone consultation (i.e. dog bite, disease outbreak), Brown County staff assistance outside their office will be charged at $51.25/hour, the same hourly rate as the recent Memorandum of Understanding regarding registered sanitarian assistance.

Based on the above, we would ask the City Council approve Ellen Moore (60%) and Brown County (Judy Friederichs) (40%) as Interim Health Officer/Director, effective March 20, 2013. In addition, a monthly stipend of $240 ($400 x .6) will be paid to Ellen for the additional duties and responsibilities she will be assuming. The terms of the Brown County arrangement are currently being reduced to writing and will be forwarded through the City Council approval process when ready.

If you have any questions in advance of the meeting, please feel free to contact one of us.

Thank you.

RESOLUTION #13-28

AUTHORIZING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DE PERE AND BROWN COUNTY HEALTH DEPARTMENT FOR INTERIM SANITARIAN SERVICES

WHEREAS, the City is in need of interim public health sanitarian services; and

WHEREAS, the Brown County Health Department has the ability to provide such services to the City on an interim basis; 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 Memorandum of Understanding between the City of De Pere and Brown County Health Department for Interim Public Health Sanitarian Services, 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 19th day of March, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DE PERE AND BROWN COUNTY HEALTH DEPARTMENT FOR INTERIM PUBLIC HEALTH SANITARIAN SERVICES**

WHEREAS, the City of De Pere ("City"), a Wisconsin municipal corporation is in need of interim public health sanitarian services; and

WHEREAS, the Brown County Health Department ("Brown County") has the ability to provide such services to the City on an interim basis; and

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

NOW THEREFORE, upon the mutual promises and obligations set forth below and upon such other considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Effective Date. This Agreement is effective for one year commencing March 4, 2013. This MOU shall automatically renew for one year terms until terminated in writing by either party.

II. Services to be Provided.

A. The services provided hereunder shall include Public Health Sanitarian services and consultation to the City Health Department on non-routine matters relating to the inspection and licensing of State of Wisconsin Department of Health and Department of Agriculture Retail Establishments.

B. The City shall initiate a request for services by contacting Brown County for assistance.

C. Brown County shall employ a Certified Public Health Sanitarian to provide such services to the City. Brown County shall remain responsible for the direction and control of the person or persons assigned to provide such services to the City. The City will provide feedback to Brown County supervisory staff regarding the services received under this Agreement.

III. Compensation. City shall pay Brown County for the services rendered under this Agreement at the rate of $51.25/hour. Except for mileage reimbursement, such rate includes reimbursement and payment to Brown County for any expenses incurred in providing these services to the City. City shall reimburse Brown County for all mileage paid to the person(s) providing the services hereunder at 80% of the IRS rate. Mileage will be paid for travel from the Brown County Health Department or location of last inspection, whichever is closer, to locations within the City and back to the Brown County Health Department. If travel to the City occurs at the conclusion of the person's workday, mileage accumulation shall conclude at De Pere City Hall. Brown County shall invoice the City on a monthly basis for the services and mileage provided hereunder. City shall promptly remit payment to Brown County.

IV. Records. All files and records concerning services rendered to the City under this Agreement shall belong to, and remain the property of, the city.

V. Miscellaneous.

A. Construction of Agreement. This agreement is intended to constitute a full and complete understanding of the Memorandum of Understanding between the City and Brown County.

B. Law Governing. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin.

C. Interpretation. Headings used in this Agreement are for convenience of reference only and do not constitute a part of the Agreement unless the context clearly requires. If any section of this Agreement is held to be invalid by operation of law or tribunal of competent jurisdiction or enforcement of any part should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

D. Termination. This MOU can be terminated by either party for any reason or no reason by giving thirty (30) days written notice to the other party.

E. Indemnification. The City hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims,

expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of performance under this Agreement for the negligence or intentional misconduct of City, their officials, officers, employees and agents.

Brown County hereby agrees to release, indemnify, defend and hold harmless City, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of performance under this Agreement for the negligence or intentional misconduct of Brown County, their officials, officers, employees and agents.

F. Amendments. This MOU is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this document.

G. Waiver. No provision of this MOU may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. The waiver of any provision of this MOU, including a breach, does not constitute a waiver of any other provision or any subsequent breach of the same or any other provision contained in this Agreement.

H. Assignment. This MOU shall not be assigned and shall not transfer any interest in it without the prior written consent of the parties.

I. Relationship. Nothing in this MOU shall be considered to create the relationship of employer and employee, of third party beneficiary, of principal or agent, of limited or general partners or of joint venture between the parties.

J. Notices. Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

CITY: Lawrence Delo, City Administrator
335 S. Broadway St.
De Pere, WI 54115

BROWN COUNTY: Judy Friederichs, RN, BSN
610 S. Broadway
Green Bay, WI 54303

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses or individuals to be notified may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

K. Severability. The provisions of this MOU are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the MOU shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the MOU.

L. Signature Authority. The persons signing this MOU 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 MOU.

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

_____day of _____, 2013.

BROWN COUNTY HEALTH DEPARTMENT
By:

_____
Judith A. Friederichs, RN, BSN
Director / Health Officer
Brown County Health Department

_____
Troy Streckenbach
Brown County Executive

CITY OF DE PERE
By:

_____
Lawrence Delo
City Administrator
City of De Pere

_____
Michael Walsh
Mayor, City of De Pere

**Item #5a: Review the Rezoning Application from Central Business (B-1) to Central Business with a Planned Development Overlay (B-1 PDD).***

The City Council referred the project back to the Plan Commission. The City Council asked that Plan Commission address the following items with the development:

- Provide information on structural integrity of Shier building
- Try and incorporate Shier building into Walgreen's building if structurally sound
- Review driveway onto Broadway and review drive thru design (complete traffic study)
- Modify the signage and specifically address the large W's
- Developer should provide a 3-D walkthrough-flythrough of site
- 'Tweak' building design to better fit in to block
  - Review design
  - Add store entrance on Broadway
- Provide market research data on length of time Walgreens intends to remain at this site
- Provide a copy of corporate Walgreens agreement with National Trust on Historic properties/districts
- Review site layout to ensure parking for local businesses that use the lot

This request for information was provided back to Midland Commercial and they have now completed the work related to these items. In the packet, Midland Commercial has provided responses to each item and is requesting that the Plan Commission review the updated application. The staff memo has been updated to match this latest submittal.

**A. Review of Rezoning Application.**

**Description**
**Location:** Northeast corner of Broadway and Wisconsin. Parcel ED-825, ED-823, ED-814, ED-821, ED-821-1 and ED-833-1. Note that that area would also include the requested vacated area of Charles and the public alley.

**Zoning**
**Existing Zoning:** The B-1 Central Business District is designed to accommodate those retail and office uses which are characteristic of the major shopping streets of the "downtown" area of the City.

**Proposed Zoning:** Planned Development District is intended to promote the maximum benefit for coordinated area site planning, diversified location of structures, mixed compatible uses, provide for a safe and efficient system of pedestrian and vehicular traffic, attractive recreation and landscaped open spaces, economic design and location of public and private utilities and assure adequate standards of construction and planning.

**Adjacent Zoning:** B-1 PDD to the south, B-1to the west and north, R-4 to the east.

**Land Use**
**Current use:** B-1 uses and parking.

**Use of Adjacent Property:** Uses are all consistent with the zoning.

**Suitability to Existing Zoning:** The existing zoning would allow use however; the PDD overlay allows for more flexibility in the design of the site.

**Suitability to Proposed Zoning:** This area was identified in the Comprehensive Plan for future commercial use. The Walgreens would be a suitable use for the proposed zoning.

**Effects of Proposed Rezoning**

| | | | | | |
|---|---|---|---|---|---|
| **Densities:** | Change | **Utilities:** | Change | **Police and Fire:** | Change |
| **Traffic:** | Increase | **Pedestrian:** | Increase | **Parking:** | Provided on site |
| **Highway Access:** | NA | **Garbage:** | NA | **Property Value:** | Increase |
| **Pollution:** | No change | **Schools:** | NA | | |

**Recommendation:**

Based on the review of staff, we would recommend the following:

1. That the rezoning be referred back to the City Council.
2. That the project would need to meet the requirements outlined in the General Development Plan under item B.

**Item #5b: Review the General Development Plan for the proposed Walgreens.**

**Overview**

The site would be re-developed for the future location of Walgreens. The existing buildings would be removed. Please note that one building is in the Historic District. The new building would be 16,360 square feet. For the General Development Plan, a full set of drawings is not required, but has been provided. The building would have two primary access points with one off of Broadway and one off of Wisconsin.

**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**

1. GBMSD approval required for their facility relocation.
2. Provide a 30 foot easement for the City sanitary sewer being relocated in alley. This comment will be eliminated once updated plans are received.
3. The sewer relocation is to be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer. Based on follow-up correspondence, the engineer will be Tony Zanon from Jahnke and Jahnke.
4. The sewer to the south is to be bulkheaded and abandoned with sand slurry.
5. Provide the location and size of the proposed sanitary lateral.
6. If contamination is found on the site, neoprene gaskets may be required on the sanitary sewer.
7. Conflicts with other utilities will need to be addressed.
8. The existing light pole at the proposed manhole on Broadway may need to be relocated to the north.
9. Relocate the new light pole on the southeast corner of the site that is located near the sanitary sewer.
10. GBMSD is requesting consideration into lowering the building footing to an elevation of 601 near their sanitary sewer.

**Water Main**

1. The hydrant and lead will need to be relaid due to sewer construction. This work is be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer.
2. All water services that are abandoned will need to be closed at the corporation at the water main.
3. Provide the location and size of the proposed water service.

**Storm Sewer/Storm Water Management**

4. A 42" diameter storm sewer relocation is required. The sewer relocation is to be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer. The City may request that the sewer be upsized to a 48" diameter pipe. This will be determined during the design of the relocation. The City will pay the additional cost to upsize the storm sewer.
5. The soils report recommends significant undercutting of the soils for support under the 42" pipe (undercut 2 times the diameter) and a 3foot over excavation on each side of the pipe. Based on this, a greater spacing is required between the outside edge of the pipe and the sheeting. Closure of northbound Broadway is anticipated.
6. The smaller diameter storm sewer located near the north property will become the property of the developer. The storm sewer from the manhole behind 125 S. Broadway to Wisconsin Street will remain the City's sewer. A 30 foot easement will be required over this sewer.
7. The total suspended solids (TSS) reduction from the site is to be designed for 40% removal from parking lot and roads to meet WDNR requirements.
8. The post development peak flow cannot be greater than the pre-redevelopment peak flow of the site as it exists today.
9. A maintenance agreement for the storm water management facility is required prior to the City issuing an occupancy permit. This agreement is to be submitted for review and approval to the City. Once the City approves the agreement, the property owner is to record the agreement with the County and provide the City with a copy of the recorded agreement.
10. Provide the location and size of the proposed storm sewer lateral.
11. Place a circular casting and cover on the storm manhole located in the curb line.

| | |
|---|---|
| | **Driveways and Sidewalk:**<br>12. All aprons are to be concrete. A minimum of an 8" concrete apron in the right-of-way and 8" thick sidewalk at the driveway is recommended.<br>13. Decorative sidewalk in the right-of-way is to be replaced in-kind.<br>14. Concrete panel replacement in the streets is to be done to an existing joint. All joints are to be doweled. Concrete and the base aggregate are to match the existing depths.<br>**Other/Traffic/Vehicle Access:**<br>15. Coordinate utility relocations (gas, electric, telephone, etc.).<br>16. Light pole relocation/replacement will be required.<br>17. Add the street address to the plans.<br>21. Add the soil boring locations to the plans. |
| *Forestry & Parks* | Does the project meet the City Landscaping Regulations? † Yes † No ■ NA<br>*Required Actions:*<br>1. All planting, mulching and staking should be in accordance with WDNR recommendations and current proper practices. There are guidelines included on the Landscape Plan, but they should be altered to meet the proper guidelines as set by the WDNR.<br>2. All plant material 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 and any compromised plants are to be replaced in a timely manner.<br>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<br>*Required Actions:*<br>1. Provide complete detailed plans for review, prior to start of construction. Provide details of use for all areas of structure.<br>2. Provide details of storage quantities of flammable liquids within this structure. Provide a floor plan layout for fixture placement within the space subject to review and approval.<br>3. Separation of hazards/uses may be required.<br>4. Provide details defining the means of egress including travel distances, dead ends, arrangement, and paths. Provide exit/emergency lighting throughout the means of egress.<br>5. No smoking signage and floor loading signage may be required<br>6. Provide fire extinguishers at maximum 75' travel distances from any point. Locate extinguishers towards the exits, as possible.<br>7. Provide sprinkler system drawings for approval prior to installation of this system. System shall comply with NFPA requirements. Fire department connection not indicated.<br>8. Provide fire alarm system drawings for approval prior to installation of this system.<br>9. Install key box for fire department access. |
| **Planning & Building Inspection** | Does the project meet the design regulations (exterior building elevations/materials)? ■ Yes † No † NA<br>Does the project meet the City setback requirements? ■ Yes † No † NA<br>Does the project meet the City parking requirements? ■ Yes † No † NA<br>Does the project meet the City lighting requirements? ■ Yes † No † NA<br>Is the refuse properly sited and screened? Yes † No † ■NA<br>Does the signage meet the City code? Yes † ■ No † NA<br>Are there other items that need to be addressed? ■ Yes † No † NA<br>*Required Actions:*<br>1. Site layout items to be addressed for the Precise Implementation Plan (PIP):<br>a. CSM will be need to be completed the project.<br>b. Easement will be required to allow City vehicle to plow city lot areas and also to assess City storm sewer.<br>2. Lighting:<br>a. Lighting contour map is required for PIP.<br>b. The lighting for the parking lot should be similar fixtures to match the lighting in the parking lot.<br>3. Signage:<br>a. Based on our review and also input from the State Main Street program and also from our local Main Street Design committee, staff is ok with the signage on the building. |

**Recommendation:**

Staff would recommend the following:

1. Approve the General Development Plan and forward to Common Council.
2. A Precise Implementation Plan be prepared according to Section 14.59(9)(2) of our code.

ORDINANCE #13-04

REZONING CERTAIN PROPERTY
(PARCELS ED-814, ED-821, ED-821-1, ED-823,
ED-825, ED 833-1 and a portion of ED-818)

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

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 15th day of January, 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 property described in Exhibit A and incorporated by reference, and as shown on the scale map attached as Exhibit B and incorporated by reference be and the same are hereby rezoned from their present zoning classification of B-1, Central Business District to B-1, Central Business District with a Planned Development District (PDD) Overlay as set forth in and regulated by the provisions of §14-59 of the De Pere Zoning Code, conditioned upon compliance with the recommendations of the Plan Commission as set forth in Section 2 herein, and compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. Such rezoning is approved provided the following conditions of the Plan Commission are met:

***Note: Italicized items indicate concern/requirement has been addressed/completed***

**Public Works**

**Sanitary Sewer**

1. Green Bay Metropolitan Sewerage District (GBMSD) approval required for their facility relocation.
2. Provide a 30 foot easement for the City sanitary sewer being relocated in alley.
3. The sewer relocation shall be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer.
4. The sewer to the south shall be bulkheaded and abandoned with sand slurry.
5. Location and size of the proposed sanitary lateral shall be approved by City Engineer.
6. If contamination is found on the site, neoprene gaskets may be required on the sanitary sewer.
7. Conflicts with other utilities, if any, will need to be resolved.
8. The existing light pole at the proposed manhole on Broadway may need to be relocated to the north.
9. Relocate the new light pole on the southeast corner of the site that is located near the sanitary sewer as approved by City.
10. The building footing near the sanitary sewer shall be lowered to an elevation of 601.

**Water Main**

1. The hydrant and lead will need to be relaid due to sewer construction. This work shall be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer.
2. All water services that are abandoned shall be closed at the corporation at the water main.
3. Location and size of the proposed water service shall be approved by City Engineer.

**Storm Water Management**

1. A 42" diameter storm sewer relocation is required. The sewer relocation shall be designed by the developer's engineer, bid by the City, constructed by the City's contractor, and funded by the developer. The City may request that the sewer be upsized to a 48" diameter pipe. This will be determined during the design of the relocation. The City will pay the additional cost to upsize the storm sewer.
2. The soils report recommends significant undercutting of the soils for support under the 42" pipe (undercut 2 times the diameter) and a 3 foot over excavation on each side of the pipe. Based on this, a greater spacing is required between the outside edge of the pipe and the sheeting to be approved by City Engineer.
3. The new smaller diameter storm sewer shown near the north property shall stay the property of the Developer. The City storm sewer from the manhole

behind 125 S. Broadway to Wisconsin Street will remain the City's sewer. Developer shall convey to City a 30 foot utility easement for this sewer.

4. The total suspended solids (TSS) reduction from the site shall be designed for 40% removal from parking lot and roads to meet WDNR requirements.
5. The post development peak flow shall not be greater than the pre-redevelopment peak flow of the site as it exists today.
6. A City approved maintenance agreement for the storm water management facility is required prior to the City issuing an occupancy permit. Developer shall compose and sign such agreement and submit to City for review and approval. Once the City approves the agreement, the property owner is to record the agreement with the County and provide the Developer with a copy of the recorded agreement.
7. The location and size of the proposed storm sewer lateral shall be approved by City Engineer.
8. A circular casting and cover shall be placed on the storm manhole located in the curb line.

**Driveways and Sidewalk:**

1. All aprons shall be concrete. A minimum of an 8" concrete apron in the right-of-way and 8" thick sidewalk at the driveway is required.
2. Decorative sidewalk in the right-of-way that is damaged shall be replaced in-kind.
3. Concrete panel replacement in the streets shall be done to an existing joint. All joints are to be doweled. Concrete and the base aggregate shall match the existing depths.

**Other Items:**

1. *Truck size accessing the site shall be approved by City.*
2. *Truck turning movements as documented/drawings for the truck access to the loading dock shall be approved by city.*
3. *Location of overhead sign support shall be approved by City Engineer.*
4. Coordinate private utility relocations (gas, electric, telephone, etc.).
5. Light pole relocation/replacement will be required and approved by City Engineer.
6. *Drive-thru window traffic flow shall be approved by City Engineer.*
7. Add the street address to the plans.
8. Add the soil boring locations to the plans.

**<u>Parks</u>**

1. All planting, mulching and staking shall be in accordance with WDNR recommendations and current proper practices and approved by City Forester.
2. All plant material and beds shall have a follow-up schedule for maintenance and replacement and approved by City Forester.
3. A preservation and protection plan for existing vegetation and trees, including City owned trees and shrubs, shall be included on plan and approved by City Forester.

4. *PIP shall include color and seasonal variation in plantings.*

**Fire**

1. Provide complete detailed plans for review, prior to start of construction. Provide details of use for all areas of structure.
2. Provide details of storage quantities of flammable liquids within this structure. Provide a floor plan layout for fixture placement within the space subject to review and approval.
3. Separation of hazards/uses shall be approved by Fire Inspector.
4. Provide details defining the means of egress including travel distances, dead ends, arrangement, and paths. Provide exit/emergency lighting throughout the means of egress as approved by Fire Inspector.
5. No smoking signage and floor loading signage shall be approved by Fire Inspector.
6. Provide fire extinguishers at maximum 75' travel distances from any point. Location of extinguishers shall be approved by Fire Inspector.
7. Provide sprinkler system drawings for approval prior to installation of this system. System shall comply with NFPA requirements. Fire department connection shall be indicated and approved by Fire Inspector.
8. Provide fire alarm system drawings for approval prior to installation of this system.
9. Install key box for fire department access.

**Plan & Zoning**

1. Site layout items to be addressed for the Precise Implementation Plan (PIP):
   a. *The sidewalk in the alley area shall be raised to reduce speed.*
   b. CSM shall be completed for the project.
   c. Access easement shall be required to allow City vehicles to access City lot areas.
2. Design items to be addressed for the PIP:
   a. *Elimination of the large modern/contemporary canopies on the angled wall surface and entrance that are dissimilar to the thin, rod supported canopies.*
   b. *Reduce the amount of "prefinished aluminum canopy material" which can look too modern or contemporary.*
   c. *Detail the thin canopies to have exposed structural steel perimeter edge beams. Wide flange beams or channels should be considered.*
   d. *Rivets and bolted connection can be utilized to have a more turn of the century feel.*
   e. *The canopy details could also replicate the framing and details of the gateway arch feature which looks to be structural steel exposed and painted.*
   f. *Examine the need for spandrel glass in some windows- if the store is a two story volume perhaps the upper windows on the south and east can be transparent allowing natural light into the retail space.*

g. *The angled wall and north elevation surface shall be articulated with either (1) more windows below the canopy or (2) window pattern "recessed" to indicate the infill of the opening. Minimum recess shall be 1-inch.*
h. *Color of the exposed metal shall be painted- not anodized finish (i.e. silver).*

3. Lighting:
   a. Lighting contour map is required for PIP.
   b. The lighting for the parking lot shall have similar fixtures to match the lighting in the parking lot.
4. Signage:
   a. *The signage shall be addressed to provide back lite fixtures.*
   b. *Proposed pole sign is not permitted.* A ground monument sign is permitted; however it cannot be an internal light box cabinet.

Section 3. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 4. That all other ordinances in conflict herewith are hereby repealed.

Section 5. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of March, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

RESOLUTION #13-04

REGARDING THE VACATION OF A PORTION OF CHARLES STREET
RIGHT-OF-WAY AND ALLEYWAY ADJACENT THERETO
(Between Broadway and Wisconsin Streets)

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

WHEREAS, the public interest may require the vacation of such rights-of-way; and

WHEREAS, the Plan Commission has reviewed and recommended approval of such vacation and discontinuance, with a public hearing on said vacation to be held in accordance with Wis. Stats. §66.1003(4)(b), on ____(date)____, 2013 at 7:35 p.m.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Area to be Vacated. The portion of Charles Street, easterly of Broadway Street and westerly of Wisconsin street, together with that portion of public alleyway immediately northerly thereof, East Side of Fox River, City of De Pere, Brown County, Wisconsin more fully described on Exhibit A, attached hereto and incorporated by reference herein, be and the same is hereby wholly vacated and discontinued as a public thoroughfare effective as provided below. All utility easements are retained until such time as said utility facilities have been relocated outside the area of property vacated, at which time City will take all reasonable steps necessary, and endeavor to provide and record, a discontinuance of utility easement. Said public rights-of-way to be vacated are shown on the scale map attached hereto and incorporated by reference herein as Exhibit B.

Section 2. Contingencies to Vacation. This Resolution shall only become effective following the completion of the below activities which are considered conditions precedent to

the vacation of such rights-of-way:

A. Approval and execution by the authorized representatives of the City and City approved Developer, of a Development Agreement concerning the construction of a national chain drug store at the location of the right-of-way to be vacated; and
B. Satisfaction of all contingencies in such Agreement necessary for the right-of-way vacation to occur; and
C. Utility easements shall be provided in new locations for all utilities to be relocated; and
D. Recording of this Resolution with the Brown County Register of Deeds. Should this Resolution not be recorded, vacation of right-of-way described herein shall be null and void.

Section 3. If all of the contingencies described in Section 2 are not satisfied within 180 days of the adoption date of this Resolution, the same shall be null and void.

Section 4. The City Clerk-Treasurer is hereby authorized and directed to file and record this resolution, with the map attached, in the Office of the Register of Deeds for Brown County and to amend the Official Map of the City only after all contingencies described herein are satisfied in conformity with this Resolution.

Introduced to the Common Council of the City of De Pere at its regular meeting held on the 19th day of March, 2013.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

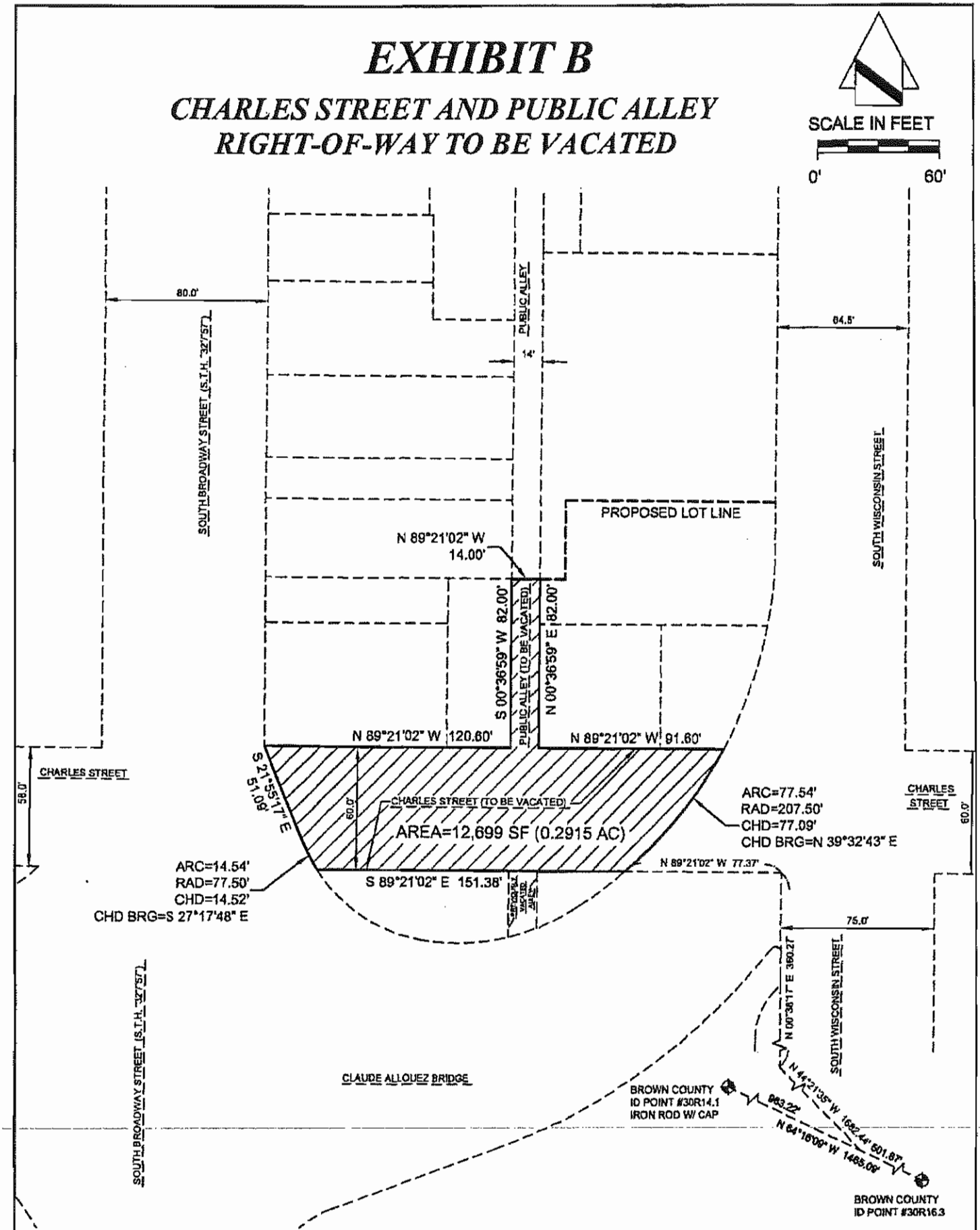
# *EXHIBIT A*

LEGAL DESCRIPTION (CHARLES STREET & PUBLIC ALLEY RIGHT-OF-WAY TO BE VACATED):

All that part of Charles Street and a public alley within Block Eighteen (18), Original Plat of DePere, in the City of DePere, Brown County, Wisconsin more particularly bounded and described as follows: Commencing at Brown County ID Point #30R16.3; thence North 64°16'09" West 501.87 feet along the line that connects said ID Point #30R16.3 to Brown County ID Point #30R14.1; thence North 44°21'35" West 1682.44 feet; thence North 00°38'17" East 360.27 feet to the extended south right-of-way line of Charles Street; thence North 89°21'02" West along said extended south right-of-way line 77.37 feet to the place of beginning of the land hereinafter to be described; thence northeasterly 77.54 feet along the arc of a curve, radius of 207.50 feet, center lies to the west, chord bears North 39°32'43" East 77.09 feet to the north right-of-way line of said Charles Street; thence North 89°21'02" West along said north right-of-way line 91.60 feet to the east right-of-way line of a 14 foot wide public alley; thence North 00°36'59" East along said east right-of-way line 82.00 feet; thence North 89°21'02" West 14.00 feet to the west right-of-way line of said public alley; thence South 00°36'59" West along said west right-of-way line 82.00 feet to the north right-of-way line of said Charles Street; thence North 89°21'02" West along said north right-of-way line 120.60 feet; thence South 21°55'17" East 51.09 feet; thence southeasterly 14.54 feet along the arc of a curve, radius of 77.50 feet, center lies to the east, chord bears South 27°17'48" East 14.52 feet to the south right-of-way line of said Charles Street; thence South 89°21'02" East along said south right-of-way line 151.38 feet to the place of beginning. Containing 12,699 square feet (0.2915 acres) of land.

# EXHIBIT B

## CHARLES STREET AND PUBLIC ALLEY RIGHT-OF-WAY TO BE VACATED




DATE: DECEMBER 4, 2012

FILE NAME: S8114.DWG

CITY OF DE PERE MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council
From: Judith Schmidt-Lehman, City Attorney
RE: Resolution #13-04 (Street Vacation)
Date: March 12, 2013

The statutory process for the City to initiate a street vacation is a bit out of the ordinary. Since the City Council does not vacate street right-of-way often, I thought I would send along this memo to explain the process.

Under Wis. Stats. §66.1003, the City may initiate vacating street right-of-way. This is done by the Council introducing the vacation resolution at a Council meeting. The matter is then set for public hearing, with the same resolution coming back before the Council for action at that public hearing.

Therefore, the action to be taken at the March 19, 2013 meeting as to Resolution #13-04 is merely to refer the Resolution forward for a public hearing. It will then be placed on the Council agenda at the time of public hearing, at which time the merits of the vacation can be debated and acted upon. This particular vacation is being done to assist in the proposed Walgreens development. If the development moves forward, the actual right-of-way vacation will be timed so that it occurs only contemporaneous with other development milestones and only after a Development Agreement is in place.

If you have any questions regarding this process, please let me know.

JSL:jld
cc: Lawrence Delo, City Administrator
Kenneth Pabich, Director of Planning and Economic Development
H:\jdupont\Memos\2013\Mayor & CC-street vacation- 3-12-13-168-003-12.docx

ORDINANCE #13-06

REPEALING SEXUAL OFFENDER RESIDENCY RESTRICTIONS

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

Section 1. **Sec. 8-18.3 Sexual offender residency restrictions** is retitled as: **Advisory Board for the notification of designated offender residency.**

Section 2. **Sec. 8-18.3** *(a) Intent* is amended as follows:

1. By deleting the phrase "…creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing a residence"; and

2. By replacing the same with "…providing the chief of police with the additional guidance of an advisory board in determining an appropriate level of public notification of designated offender residency in the city".

Section 3. **§8-18.3** *(b) Definitions* is amended by deleting the definitions of "*Child*" and "*Prohibited residence zone*".

Section 4. **Sec. 8-18.3** *(c) Designated offender residency and activity restrictions; exemption* and *(d) Property owners prohibited from renting real property to designated offenders* are hereby repealed and subsequent sections re-lettered accordingly.

Section 5. **Sec. 8-18.4 Appeal of designated offender status under sections 8-18.2 and 8-18.3** is amended by deleting "**and 8-18.3**" from the title of the section.

Section 6. **Sec. 8-14.4** *(a) Request for exception to restrictions under subsections 8-18.2(c) and 8-18.3(c)* is amended by deleting "*and 8-18.3(c)*".

Section 7. **Sec. 8-18.4**(a)(1)a. is amended by replacing "subsection 8-13.3(g)" with "subsection 8-13.3(c)".

Section 8. **Sec. 8-18.4**(a)(3) is repealed and recreated as follows:

(3) Upon application as set forth below, the appeal board shall convene and may waive or modify the requirements of subsection 8-18.2(c) (Sexual offender loitering restrictions, prohibited acts). The appeal board shall convene within 15 days of the clerk-treasurer's receipt of the request for exemption.

Section 9. Sec. 8-18.4(a)(4)d and f are repealed and the subsequent subsections re-lettered accordingly.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. This ordinance shall be effective on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, this 19th day of March, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

A document Alderperson Larry Lueck requested for inclusion for

The sex offender residency ordinance second reading

00:08 – Mayor: Report on sex offender ordinance impact. That was brought forward for the Chief.
00:48 – Mayor: Chief?
00:52 – Chief: It is cooler up here. It is warm back there.
00:56 – Ald. Bauer: Wait until we start asking questions.
00:58 – Chief: I know. Thanks for moving us up. We appreciate that. I was asked to present some information on the sex offender ordinance. I worked with Larry on some ideas on what to present. I wasn't quite sure what the direction was and what you were looking for. I do know you asked for a guest speaker to come in and talk a little more in, I think, a broader term. This is Jed Neuman a supervisor with the Department of Corrections. He supervises the sex offenders unit.
01:38 – Mayor: Well before you start I just like to thank you for sitting through this very long night. We appreciate that.
01:47 – Chief: He enjoyed it.
01:54 – Chief: Jed will be talking in a minute. I kind of just go through my report so everybody in the community can also listen up and just know a few facts anyway and maybe I can clarify a few things on this report that I gave to you.
02:11 – Chief: You know, we have a sex offender ordinance or designated sex offender ordinance here in the city. The number of sex offenders living here in the city has averaged for the last number of years about 35, a little less it was 34. Something 9 maybe, so it is about 35 that are registered in the city. That number has gone up and down every time we check it. Let me explain the checking process. We as a police department go physically to the address of the designated offender, the sex offender that is on the Department of Corrections registry. And we have a copy of that and a lot of times those offenders will come to our department and register with us also. They give us information and we take a picture and we know more about them. So what we do is we physically knock on the door and we physically speak with the person so that we know that they actually live there and not just have a fake address which we have seen in the city of De Pere and also other places in the county. Jed will talk more about that in a minute.
Chief: Back in August of 2008 was the farthest number that I could find in any of the records I had of about how many sex offenders that we actually checked in April in about that time. I think it was just before that 28 was the number. That number I'm pretty sure has been a lot lower than that, been like 15, but I have no record of it so I am just going from what I remember in the last 10 ½ years as Chief. And that number has been as high as 42 back in February 2010 and dropped back down in February 2012 to 31 and back up again. It goes up and down. If I could explain if you look at the general trend maybe it was 15 ten years ago and then it was 28 a few years ago and now it is up to 35 or 38 the last time we checked. That may be due to the fact that the registry is still there, people get added to it all the time but the old names are still on it. All those people, many are lifetime registrants so that number will always grow for our city. It will always get larger over time. Kind of like the interest rate. Eventually it will be a good thing for you, but not so much for this, for sex offenders. We do have an increasing number; it will always increase over time. It will go up and down but it will continue to increase. We haven't done our spring compliance checks yet so I really don't have a really fresh number for you.

05:03 – Chief: I could not find any records of sex offenders reoffending in the city of De Pere. Could not find that. I did not run all 38 records. I did not run their state records to see if they were convicted anywhere else. I just know that they did not reoffend here.

05:22 – Chief: From what I could find, there were 6 or 7 cases that we knew about. When we knocked on the door, the person didn't live there anymore and they actually had a new address in another place in the county. Because we knock on the door and because we physically talk to the person and talk to neighbors to verify that they actually live there, we have been able to catch these offenders pretty quickly. At least within a few months because we do this two to three times per year.

05:57 – Chief: I gave you some statistics on crime offenses in the city. I will tell you they are pretty low. Typically between 2 and 5 a year depending on the year. It stayed fairly steady. The Green Bay crime statistics I threw in there because I was able to get those. I really don't have statistics on other places in the county. It

just kind of shows that some of the crime rates in the county are coming down in other places. For us, it has stayed relatively the same all across the board for the last, well since 2007 when I went back and did those.

6:40 – Chief: I was addressing also the number of complaints we have had from the citizens and business owners or anyone else. We had very few to start with. In the last year we have not had one that I can remember. They always come to me.

8:40 – Ald. Crevier: Just to clarify, the compliance checks you were just talking about, those you would do with or without our ordinance, correct?
8:48 – Chief – We did them prior to the ordinance and of course we do them now. We always did those.
8:55 – Ald. Crevier: That's because with the state they have to say where they are living. So regardless of our ordinance they still have to be honest about their home address.
9:03 – Chief: Correct.

9:40 – Jed Neuman: There is no study that shows that shows they (ordinances) are effective in promoting community safety or protecting the community. I am sure the Chief has stated this in previous meetings; they have a counter-effect by virtue of putting roadblocks up to the offender.

10:15 – Jed Neuman: Ordinances really compromise what agents do. This is one group of offender where we need to know where they are as well as the law enforcement. We have had a strong partnership with all law enforcement agencies, De Pere included, in the past. Chief cited the compliance checks. Not too long ago, Mayor Hanna of Appleton, was very vocal about stating that Appleton will not have an ordinance by virtue of the partnership DoC has with their city police department conducting compliance checks. They have been able to keep compliance rates very high. Brown County at one time did have a high compliance rate, subsequent to that, with the advent of ordinance after ordinance, I believe we are at 15 in Brown County, it's not as high as we would like. Wisconsin is still one of the states that leads the nation.

11:56 – Jed Neuman: Chief talked about the increasing numbers. That is just a natural result. You see this within the state or any state or all states really, they all have registries, because the advent of a registry program the numbers just get added to it. That is why communities see the numbers go up.

12:14 – Jed Neuman: One of the common things or themes that I hear when I speak to boards, committees is that well if we don't have an ordinance the numbers are going to jump, they are going to flood here. What we have found since 2007 when the first ordinance went through is people really stay in their hometown in the community in which they came from.

13:10 – Jed Neuman: The other important thing to note is while we supervise someone that is on for a sex offense the recidivism rate, and Chief alluded to this, is less than 1% for re-victimization for a sex offense while they are on supervision. I think that is a testament to what we are doing. I have heard a lot that the offense rate is higher for this classification of person. That data, that stat, shows that we are maintaining our pledge to the community in which we work in which we are responsible to.

13:52 – Mayor: Chief, you had said in your report that there were 6 or 7 documented cases of sex offenders living in other places. Is that high for us? You had said that Brown County was higher also. Is this pretty much where we normally would be?
14:00 – Chief: I am going to say that we are lower. We did catch 4 in one year during one of our sweeps. Out of the 4 or so, if you take those 4 out we have only had three or four other maybe three others over time. I am speaking only for De Pere though because we catch it immediately. It's there. They know that we will check. They know we will check. But I think Jed has a different answer.
14:47 – Jed Neuman: To go along with that, one of the things that this is become is a systems issue. Chief cited what he has been doing in response to it. Because of the non-compliance rate going up we are seeing an issue that really impacts the criminal justice system here. District attorneys' office filings went from, I think, 11 in

2006 for non-compliance and it was in the 40s now. That is a huge increase. And that number continues to climb. So you have an increase in court dockets.

16:38 – Ald. Crevier: Given the boundaries that we have already established then, so what you are saying there is there are people, there are registered sex offenders who are living within those boundaries because they were grandfathered in. There are also the six exceptions we have approved. So we do have folks on the sex offender residency living within those boundaries that we have created where we have said we don't want them because of these reasons.
17:04 – Chief: Yes.
17:05 – Ald. Crevier: Without incident, without problems?
17:08 – Chief: Correct.

17:12 – Ald. Robinson: I think studies have shown this but I just wanted to kind of confirm at least anecdotally, when you say none of the people who are registered sex offenders that live in De Pere have re-offended in De Pere would seem to back up what I have read is that if re-offense happens it does not happen where the person lives. Anecdotally that would seem to support that would you say?
17:32 – Chief: I would support that.
17:35 – Jed Neuman: There is a number of studies that reflect what you just said.

17:44 – Ald. Lueck: I am having a hard time figuring out what it is you just told us here tonight. Chief, your memo says you have been asked to present information on the effectiveness of our ordinance. I hear you telling me these ordinances are horrible but I did not hear anything tonight that said boy what we have got is bad and it is not working and it is not doing a good job so you better get rid of it quickly. Help me understand what it is you guys are trying to tell us here tonight.
18:10 – Jed Neuman: One of the things I pointed out is that it is a systems issue. Because of ordinances people are non-compliant with the registry which just throws them into the system again. Again, not condoning it. Without a home base without a stable residence they are not in compliance with our state's registry. They fail to comply with that. So, it falls on the police then who make a referral to the district attorney's office then file a charge in court then and the person ends up in jail. It impacts the agents who try to supervise them because imagine yourself without a home base. How do you find a job without that? How do you go to work without that? How do you function without a home base? It prevents that person from having that. In essence, we are dealing with this in a tremendous way in this area. A lot of homeless people drifting around. To take it a step further, this is a population you want to know where they are. That is the whole purpose of the registry. An informed public and community is a safe community. One of the primary things in looking at this target population is that isolation is in their pattern. Each person that commits a sex offense has a pattern and normally isolation's in it. We work on removing that so that everyone in the public knows where they are. Eyes and ears of the community is a good thing for them.
19:32 – Ald. Lueck: But what I am saying is you cannot say to me before you had your ordinance we had X number of, what did you call them, out of the system, no home base and now because you have your ordinance you have now increased the no home bases in De Pere by x percent, x number because if you did not have them before you do not have them know.
19:54 – Jed Neuman: I'm not sure I understand your question.
19:57 – Ald. Lueck: So what is the impact of De Pere's ordinance? From your perspective, what is the impact, not, you've talked a lot about here's what's happening in the area. We are talking the city of De Pere we instituted an ordinance. I don't see something that says it has been bad because it has caused this.
20:17 – Chief: I asked Jed to come in and speak on the broader term because I do not know about things that are outside the city. I know them but I am not an expert in them. I am not an expert on the city either but I do know what is going on here. We do not have a lot of data that goes back very far. We never kept records of how many we found not living in the right place. We don't have any. I don't even have numbers of how many were living here. We never wrote it down. We just checked and, yup, it sounds good and move on. Throw it in a file someplace and nobody can find that information. I am very limited. I only have a little tiny slice of the

life here of this ordinance. Really, when was it enacted? It is very short. Our six or seven offenders are what we know since we started writing it down. So those six or seven may have occurred before. I don't know how many we had before. I was only just giving you information. I'm just giving you facts. I cannot tell you it is effective or ineffective because I have very few sex crimes, no offenders re-offending, I know where everybody is. That is just a reflection of how we do business.
21:41 – Jed Neuman: To anecdotally answer, is a person that is required to register is this is what we have found collectively. Is that they are living at one location but giving a De Pere address. So when a compliance check is done, they found that problem or vice-versa with another community that has an ordinance. Again, compromising the registry which we rely on for the safety of our children.

22:39 – Ald. Crevier: Sounds to me like we have got an ordinance that is a solution looking for a problem. In a way to address Alderman Lueck's comment, we just did not have a problem and we have got this ordinance that had nothing to solve. There was not anything that we could benefit from by enacting it. Does that seem fair?
23:10 – Jed Neuman: Fair assessment. What we experienced collectively within, and I will use Brown County, happened in every other area of the nation is that when one happened it is a domino effect of the communities surrounding it. There is a concern that there is going to be this flood and in response to it an ordinance and then another ordinance. That is exactly what happened in Brown County. Is there ordinances, I do not know of any two that are exactly alike. Often, they are sometimes being amended.

24:00 – Ald. Bauer: The question I guess I have Chief is if we were voting on it today, what would the two of you recommend? Would you recommend we pass the same ordinance today or no?
24:13 – Chief: Do I have to give an opinion?
24:16 – Ald. Bauer: That is what we pay you the big bucks for.
24:18 – Chief: No. I work in fact. I have said it before and I will say it again, that I am not in favor of sex offender ordinances period. Because of the other ordinances that have come around, I don't know how you don't.

26:18 – Ald. Robinson: I think it goes back to the original question and that is the ordinance is the ordinance effective? And that depends upon your definition of what we are trying to effect? I hear when we had this discussion back in April of 2010 my memory was two-fold. One was the ordinance, in theory, was supposed to keep, reduce the potential for the number of offenses in the community because we were restricting where the people were living within a certain distance of temptation. And, anecdotally and by scientific study we have established that that really does not affect that. The second one was to reduce the potential incidences of offenses in the community in a sense by restricting the number of people that would be moving into the community. When you, it goes back to your statement I don't know how not do it when everyone else is doing it. So those are the two reasons. So my question, part of my point, my question is, is it your opinion, either one of you, that having these restrictions reduces the number of people that move into De Pere who have offended who are on the registry?
27:35 – Jed Neuman: I don't believe so.
27:36 – Ald. Robinson: Again, I'm not saying this is everything that goes into this but that is just my memory. If I am even remotely correct that those are the two reasons, then it seems to me that, and then the flip side of that is that laws like this reduce public safety because of the system issues you were mentioning. I do not see any reason to have it because it is not reducing the number of people moving in here and it is not increasing public safety by restricting where they live but it is contributing to a lack of public safety because of these system issues of people not reporting where they are living. I don't see anything in arguing for it.

ORDINANCE #13-09

AMENDING ORDINANCE #13-05
REVISING EFFECTIVE DATE FOR
ELECTRICAL CODE LICENSING REVISIONS

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

Section 1. The effective date of Ordinance #13-05, adopted by the Common Council on January 15, 2013, is amended to read April 1, 2014.

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

Section3. This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, this 19th day of March, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

**League of Wisconsin Municipalities**

# Capitol Buzz

**March 7, 2013**

Witynski@lwm-info.org

www.lwm-info.org

## Senate Concurs in One-Year Delay of State Uniform Licensure of Electricians

Yesterday, the Senate passed AB 35, delaying from April 1, 2013, to April 1, 2014, mandatory state licensing of electricians. The bill also delays state preemption of municipal electrician licensing ordinances until April 1, 2014.

The vote in the Senate was 18-15. The Assembly passed the bill last week. The bill will now be sent to the Governor for his signature.

The bill being sent to the Governor specifies that between the effective date of AB 35 and March 31, 2014, a municipal ordinance imposing any licensing, registration, or certification requirements does not apply to an electrician, electrical contractor, or electrical inspector who is licensed, registered, or certified by the state. During the one year delay created by the bill a municipality may continue to issue or renew local licenses, registrations, or certifications (for a person not licensed, registered, or certified by the state), but the license, registration, or certification would not be valid after March 31, 2014.

**Forward email**

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League of Wisconsin Municipalities | 122 W. Washington Ave., Suite 300 | Madison | WI | 53703

ORDINANCE #13-05

AMENDING CHAPTER 62 DE PERE MUNICIPAL CODE
(Electrical Code)

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

Section 1. **§62-9. Licensing and certification**, is repealed and recreated as follows:

**§62-9. Licensing**

All persons performing electrical work in the city shall possess a state master electrician license.

Section 2. **§62-10. New single-family construction**, is repealed and recreated as follows:

**§62-10. New single-family construction**

All new single-family residential construction and alterations to all service equipment must be done by a licensed master electrician.

Section 3. **§62-11. Homeowners**, is hereby amended by deleting the word "his" in the introductory clause and replacing the same with "the owner's".

Section 4. **§62-14. License fees**, is repealed in its entirety and subsequent sections renumbered accordingly.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be effective on April 1, 2013.

RESOLUTION #13-29

DISALLOWANCE OF CLAIM
(Vernon Kussow)

WHEREAS, a Notice of Claim and Claim was filed by Vernon Kussow, 1350 South Summer Range Road, De Pere, WI 54115, in the City Clerk's Office on February 25, 2013; and

WHEREAS such Notice and Claim alleges that Mr. Kussow sustained damages when sewer water from a city sewer backed up into his basement on February 2, 2013, for which he incurred costs for property damage, cleaning and services totaling $1,646.98; and

WHEREAS, the City has a reasonable sewer maintenance plan whereby city sewers are cleaned on a five year cycle with the sewer servicing the subject property last cleaned/inspected in April 2012; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier which found the City was not negligent in the operation and maintenance of its sewers and the City had no prior knowledge of any deficiency in the sewer line so as to take steps to prevent the overflow from occurring, and therefore, the City was not negligent or legally responsible for damages caused by the sewer backup on February 2, 2013.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The claim submitted by Vernon Kussow 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, Vernon Kussow, 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 19th day of March, 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

Liberty Mutual. INSURANCE

MAR 12 2013

March 6, 2013

Vernon Kussow
1350 S Summer Range Road
De Pere WI 54115

Claimant: Vernon Kussow
Claim Number: P 346-047478-01
Customer: City Of DE Pere
Date of Loss: 02/02/2013

Dear Vernon Kussow:

After consideration of your claim, I have concluded that our insured is not responsible for this accident. We are denying your claim based on no 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 35557.

Sincerely,

SUSAN CONFORTI,AIC, SCLA, AIM
SR CLAIMS CONSULTANT

cc: City Of DE Pere

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

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

Liberty Mutual. INSURANCE

February 26, 2013

City Of De Pere
335 S Broadway
DE Pere WI 54115-2526

Claimant: Vernon Kussow
Claim Number: P 346-047478-01
Customer: City Of DE Pere
Date of Loss: 02/02/2013

Dear City Of De Pere:

We acknowledge receipt of your report of the above accident. Please advise us promptly of any further developments that come to your attention, referring to our claim number given above.

Please feel free to contact me if you have any questions. You can reach me at extension 35557.

Sincerely,

SUSAN CONFORTI
SR CLAIMS CONSULTANT

#2013-02

P346-047-478-01

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: February 2, 2013
2. Location of Incident: 1350 S. Summer Range Road, De Pere, WI 54115
3. Name of Injured Person/Owner of Damaged Property: Vernon E. Kussow, Property Owner and Sole Resident (Age if Minor: ____)
4. Address: 1350 S. Summer Range Road, De Pere, WI 54115
5. Telephone Number: (H) 920.336.8124 VER (C) 920.621.1115 ABW - DAUGHTER (W) N/A
6. Please give a detailed description of the incident (use back of form if necessary):

Please refer to attached.

7. Total Amount of Claimed Damages: $ 1,646.98 (Attach itemized statements/bills)
8. Witness name, address and telephone number: DONALD JAY KUSSOW 615 N. SUPERIOR ST. DE PERE, WI. 54115 TELEPHONE 920-621-4193

**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.**

2.25.13
Date

V E Kussow
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

January 31, 2013 - late p.m. ABW discovered no hot water from 2 l/2 year old water heater.

February 1, 2013 - ABW called Hockers Plumbing Company early A.M. Tom came to service existing water heater and discovered the basement flooded with sewer water and sewage. He found water heater damaged beyond repair. Gary brought new water heater and attempted sewer clean out. Gary's attempt was unsuccessful.

February 2, 2013. ABW telephoned Twirl. Corey arrived mid morning and ran his equipment through the residential sewer line and found no blockage. He felt the problem must be in Municipal Sewer and called the City.

February 2, 2013 - P.M. City trucks arrived to investigate the claimed problem. Late afternoon and evening a sewer contractor worked to eliminate the problem.

February 3, 2013. The sewer water level in the basement dropped as the floor drain was now functioning.

HOCKERS PLUMBING INC.
RESIDENTIAL • COMMERCIAL • REMODELING • SERVICE
830 COOK STREET
DE PERE, WI 54115

# Invoice

| DATE | INVOICE NO. |
|---|---|
| 2/4/2013 | 27238 |

BILL TO

VERN KUSSOW
1350 SUMMER RANGE RD
DEPERE, WI 54115

| P.O. NO. | TERMS |
|---|---|
| | Due on receipt |

| DESCRIPTION | QTY | AMOUNT |
|---|---|---|
| TECH: TOM<br>AOSMITH GCVL-40-300 NG WATER HTR INSTALLED<br>SERIAL 1302A006742 | 1 | 659.00 |
| Sales Tax | | 36.25 |

Feb 1, 2013
Chg'd to VEK Discover

1.5% MONTHLY SERVICE CHARGE ON OVERDUE INVOICES.

**Total** $695.25



| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| 920-336-7035 | 920-336-2928 | GHPLUMB@HOTMAIL.COM | WWW.HOCKERSPLUMBING.CO... |

HOCKERS PLUMBING INC.
RESIDENTIAL • COMMERCIAL • REMODELING • SERVICE

0 COOK STREET
DE PERE, WI 54115

# Invoice

| DATE | INVOICE NO. |
|---|---|
| 2/4/2013 | 27239 |

BILL TO

VERN KUSSOW
1350 SUMMER RANGE RD
DEPERE, WI 54115

| P.O. NO. | TERMS |
|---|---|
| | Due on receipt |

| DESCRIPTION | QTY | AMOUNT |
|---|---|---|
| TECH: GARY - 4 HRS & TOM - 1 HR<br>- Attempt to clean out Sewer. Was unable to complete. Possibly on City's end | | |
| LABOR FOR SEWER & DRAIN WORK. | 5 | 395.00 |
| Sales Tax | | 21.73 |
| CK#7272<br>2.13.13<br>Pd at Hockers | | |

1.5% MONTHLY SERVICE CHARGE ON OVERDUE INVOICES.

**Total** $416.73

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| 920-336-7035 | 920-336-2928 | GHPLUMB@HOTMAIL.COM | WWW.HOCKERSPLUMBING.CO... |

# TWIRL
**SEWER SERVICE CO.**

920-468-9919
1833 SAL ST.
GREEN BAY, WI 54302-2113

9696

Name Vernon E. Kussow Date 2/2/13

Address 1350 Summer Range Rd.

City Dodero State WI Zip 54115

Service At

City

Twirl is not responsible for damage to the premises caused by the removal of the clean-out or drain cover or cap which is removed in the process of servicing the lines. Replacement shall be made at an additional charge for the replacement cover or cap and the labor for its installation. If the customer refuses to authorize such replacement, Twirl shall not be responsible for damage thereafter resulting from sewer gas, back-ups or leakage through such cover, cap or opening due to rain and/or other causes.

Twirl shall not be responsible for the cleaning of or damage to leaky or defective traps, improper or faulty plumbing, rusted or defective pipes, corrosion or unusual restrictions due to mineral or hard water buildup, cleaning chemicals, such as lye, lines which are settled, broken, deteriorated or damaged. If during the cleaning process, fixtures are damaged or broken or defective or corroded drainage tiles or lines are broken or if the Company's equipment becomes lodged in any such defective lines, tiles, piping or plumbing and cannot be practically removed without excavation, Twirl shall not be liable for the removal of said equipment or for the repairs or replacement of such fixtures, tiles, piping or plumbing.

Reported Problem Sewer

X [signature]

Work Performed Sewer Village of Dodero line plugged Contacted.

[signature]

Total $235.00

Recommended Cleaning

Serviceman [signature] PO#

Cleaned Sewer Length / Size 150' to 4"

C/O Condition Good Guar. 30 day

C/O Location [illegible]

Cash Check No. 7268 C/C

Upon my request, the TWIRL SEWER SERVICE CO. performed services at the time and place herein stated; that the reasonable charge therefore is as stated herein; that said services were performed in an efficient and workmanlike manner, and are accepted by me as such.

If this bill is not paid within 90 days, it will go to our collection agency and the initial bill will increase by ½ to cover our costs.

X [signature]

S T A T E M E NT

BASEMENT CLEANING AND HAULING AWAY DAMAGED ITEMS FROM

SEWER BACK UP.

20 HOURS @ $15 PER HOUR = $300

Please make check payable to:

Amy Ward

P. O. Box 412

De Pere, Wisconsin 54115

RESOLUTION #13-30

APPROVING AGREEMENT FOR ENGINEERING SERVICES BETWEEN
THE CITY OF DE PERE AND MCMAHON ASSOCIATES, INC.
(Storm Water Modeling)

WHEREAS, the City is in need of engineering services to analyze existing and proposed storm water mainlines within storm drainage basin AC090A; and

WHEREAS, McMahon Associates, Inc. has available and offers to provide personnel and equipment necessary to accomplish the storm water modeling within the required time; and

WHEREAS, the Board of Public Works has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Engineering Services Between the City of De Pere and McMahon Associates, Inc. (Storm Water Modeling) as is attached hereto 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 19th day of March, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DE PERE AND MCMAHON ASSOCIATES, INC. (Storm Water Modeling)**

THIS AGREEMENT, made and entered into on this ____ day of _____, 2013, by and between the City of De Pere ("City") and McMahon Associates, Inc., a Wisconsin corporation ("Consultant"):

WITNESSETH

WHEREAS, the City is in need of engineering services to analyze existing and proposed storm water mainlines within storm drainage basin AC090A; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the storm water modeling within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in Consultants Proposal dated March 5, 2013 (Exhibit A), attached hereto and incorporated by reference. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. The General Terms and Conditions page of Exhibit A shall be in effect in this Agreement.

II. SCOPE OF ENGINEERING SERVICES

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

III. AUTHORIZATION, PROGRESS AND COMPLETION

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

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

## IV. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City. 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 drawings, specifications, and other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Drawings, specifications and other 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.

## V. 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.

## VI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder shall be completed by April 2, 2013. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay closeout of the contract within said time, Consultant shall so inform the City in writing.

## VII. COMPENSATION

For the services which are to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed $1,900, payable in a lump sum at the conclusion of the project. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said

overdue payment is made. Should City, without cause, withhold payment for amounts due Consultant, Consultant shall be entitled to recover from City all amounts lawfully due including expenses of collection and attorney fees.

## VIII. RESPONSIBILITY OF CONSULTANT

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

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

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than $600,000.

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

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be $1,000,000 or the total engineer and/or surveyor's fee on the project, whichever is less.

## X. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant 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) causes solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, 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, directors, partners, 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 engineers, architects, attorneys, and other professional, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of City and City's officers, directors, partners, 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.

## XI. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project; except for soil investigations and electrical and instrumentation engineering. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

## XII. ASSIGNMENT

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

## XIII. INTEGRATION

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

## XIV. JURISDICTION

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

## XV. 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 City 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. The time for completion of the work shall be extended by the number of days the work is suspended. 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.

## XVI. TERMINATION OF WORK

The City shall 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.

## XVII. MEDIATION

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

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

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

XVIII. NOTICES

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

If to City:

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

With a copy to:

City of De Pere
Attention: Director of Public Works
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

McMahon Associates, Inc.
Attention: Carl C. Sutter, P.E., CCS
P.O. Box 1025
Neenah, WI 54957-1025

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

MCMAHON ASSOCIATES, INC.
By:

_____
Print Name:
Title:

_____
Print Name:
Title:

CITY OF DE PERE
By:

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

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McMAHON
ENGINEERS ARCHITECTS

# AGREEMENT
For Professional Services

Ms. Karen Heyrman, P.E.
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Date: March 5, 2013

McM. No. M0032-930002

PROJECT DESCRIPTION:

The City of De Pere is looking for assistance in analyzing the existing and proposed storm sewer mainlines within American Boulevard, Fortune Avenue, and Lawrence Drive (drainage basin AC090A). The City desires to analyze the 5-year rainfall event to ensure no street ponding occurs. McMAHON will also analyze and report the water depth (if any), occurring during the 10 and 100-year rainfall events. Alternatives will be created to address the Cities design criteria and the potential elimination of dry or wet detention facilities within basin AC090A. Figures will be provided detailing the required changes. The hydraulic results will be provided in tables.

SCOPE OF SERVICES:

MCMAHON agrees to provide the following Scope Of Services for this project:

Hydraulic Modeling:

- Prepare an XP-SWMM hydrologic and hydraulic model using TR-55 methodology for the 5, 10, and 100-year, 24-hour design storms. With exception of the existing condition, each model will eliminate ponding during the 5-year rainfall event within American Boulevard, Fortune Avenue, and Lawrence Drive. All results will be shown in tabular format providing the depth and duration of ponding. A figure will be associated with each alternative. It is anticipated that six hydraulic models will be created:
  - Existing Condition
  - Alternative A: Required Storm Sewer within American Boulevard.
  - Alternative B: Required Storm Sewer within American Boulevard if 2 of the 4 ponds are eliminated along American Boulevard.
  - Alternative C: Required Storm Sewer within American Boulevard if 2 of the 4 ponds are eliminated along American Boulevard (different combination).
  - Alternative D: Required Storm Sewer within Fortune / Lawrence Drive.
  - Alternative E: Required Storm Sewer within Fortune / Lawrence Drive if future development is diverted directly to an existing wet detention facility.

Items Not Included In The Scope Of Services:

The following items are not included in the Scope Of Services for this project:

- Final Design
- Permitting
- Construction Services.
- Topographic Survey

SPECIAL TERMS: (Refer Also To General Terms & Conditions - Attached)

The Scope Of Services and estimated fees are based on the understanding that the City of De Pere will provide the following:

- A single contact person or representative to attend meetings and respond to questions.
- Storm sewer information / proposed plans within American Boulevard.
- Base maps (updated parcel and aerial photography), or as desired.

The City of De Pere agrees that the Project Description, Scope Of Services and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of the McMahon Group of Companies.

COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMAHON agrees to provide the Scope Of Services described above for the following compensation:

- Raters Per Attached Fee Schedule – Time & Expense
  - Hydraulic Modeling, Creation of Alternatives to Eliminate Ponding ..... $1,900

COMPLETION SCHEDULE:

McMAHON agrees to complete this project as follows:

- Proposal provided to Board of Public Works ~~February 13th~~. March 11.
- Proposal approved by Council March 19th.
- Existing Condition and Alternatives completed by April 2nd.

ACCEPTANCE:

The General Terms & Conditions And The Scope Of Services (Defined In The Above Agreement) Are Accepted, and McMAHON Is Hereby Authorized To Proceed With The Services.

*The Agreement Fee Is Firm For Acceptance Within Sixty (60) Days From Date Of This Agreement.*

**CITY OF DE PERE**
**Wisconsin**

By: _____
(Authorized Signature)

Title: _____

Date: _____

**McMAHON**
**Neenah, Wisconsin**

By: Carl C. Sutter
Carl C. Sutter, P.E., CCS

Title: Vice President

Date: March 5, 2013

Project Manager: Steven K. Rosenbeck
Steven K. Rosenbeck, P.E.
Project Engineer

*Please Return One Copy For Our Records*
Street Address: 1445 McMAHON DRIVE - NEENAH, WI 54956
Mailing Address: P.O. Box 1025 - NEENAH, WI 54957-1025
920-751-4200 • 920-751-4284 - FAX

# McMAHON ENGINEERS ARCHITECTS McMAHON GENERAL TERMS & CONDITIONS

1. McMAHON will bill the Owner monthly with net payment due in 30-days. Past due balances shall be subject to a service charge at a rate of 1.0% per month. In addition, McMAHON may, after giving 48-hours notice, suspend service under any Agreement until the Owner has paid in full all amounts due for services rendered and expenses incurred. These expenses include service charges on past due invoices, collection agency fees and attorney fees incurred by McMAHON to collect all monies due McMAHON. McMAHON and Owner hereby acknowledge that McMAHON has and may exercise lien rights on subject property.

2. The stated fees and Scope Of Services constitute our best estimate of the fees and tasks required to perform the services as defined. This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. McMAHON will promptly inform the Owner in writing of such situations so changes in this Agreement can be negotiated, as required.

3. The stipulated fee is firm for acceptance by the Owner for 60-days from date of Agreement publication.

4. Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Owner's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

5. Reimbursable expenses incurred by McMAHON in the interest of the project including, but not limited to, equipment rental will be billed to the Owner at cost plus 10% and sub-consultants at cost plus 12%. When McMAHON, subsequent to execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Owner has been notified and agrees to these costs.

6. McMAHON will maintain insurance coverage in the following amounts:

| | |
|---|---|
| Worker's Compensation | Statutory |
| General Liability | |
| Bodily Injury - Per Incident / Annual Aggregate | $1,000,000 / $2,000,000 |
| Automobile Liability | |
| Bodily Injury | $1,000,000 |
| Property Damage | $1,000,000 |
| Professional Liability Coverage | $2,000,000 |

If the Owner requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Owner. McMAHON's liability to Owner for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract is limited to $1,000,000.

7. The Owner agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Owner's purpose. All unresolved claims, disputes and other matters in question between the Owner and McMAHON shall be submitted to mediation, if an agreement cannot be reached by Owner and McMAHON.

8. Termination of this Agreement by the Owner or McMAHON shall be effective upon 7-days written notice to the other party. The written notice shall include the reasons and details for termination; payment is due as stated in paragraph 1. If the Owner defaults in any of the Agreements entered into between McMAHON and the Owner; or if the Owner fails to carry out any of the duties contained in these terms and conditions, McMAHON may, upon 7-days written notice, suspend its services without further obligation or liability to the Owner unless, within such 7-day period, the Owner remedies such violation to the reasonable satisfaction of McMAHON.

9. Re-use of any documents or AutoCAD representations pertaining to this project by the Owner for extensions of this project or on any other project shall be at the Owner's risk and the Owner agrees to defend, indemnify and hold harmless McMAHON from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the documents or AutoCAD representations by the Owner or by others acting through the Owner.

10. Purchase Orders - In the event the Owner issues a purchase order or other instrument related to the Engineer's services, it is understood and agreed that such document is for Owner's internal accounting purposes only and shall in no way modify, add to or delete any of the terms and conditions of this Agreement. If the Owner does issue a purchase order, or other similar instrument, it is understood and agreed that the Engineer shall indicate the purchase order number on the invoice(s) sent to the Owner.

11. McMAHON will provide all services in accordance with generally accepted professional practices. McMAHON will not provide or offer to provide services inconsistent with or contrary to such practices nor make any other warranty or guarantee, expressed or implied, nor to have any Agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, McMAHON will not accept those terms and conditions offered by the Owner in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. McMAHON intends to serve as the Owner's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Owner as a professional. Any opinions of probable project costs, approvals and other decisions made by McMAHON for the Owner are rendered on the basis of experience and qualifications, and represent our professional judgment.

13. This Agreement shall not be construed as giving McMAHON the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.

14. The Owner shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use by the Owner. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Owner. McMAHON shall have no responsibility for such issues or resulting damages.

# McMAHON
ENGINEERS | ARCHITECTS

# FEE SCHEDULE - 2013

## McMAHON | NEENAH, WISCONSIN

DATED: DECEMBER 10, 2012

| Labor Classification | Hourly Rate |
|---|---|
| Senior Project Manager | $139.00 |
| Planning | $139.00 |
| Project Manager - I | $130.00 |
| Project Manager - II | $95.00 |
| Vice President / Surveyor | $120.00 |
| Senior Surveyor | $91.00 |
| Surveyor | $83.50 |
| Surveyor Assistant - I | $74.00 |
| Surveyor Assistant - II | $66.00 |
| Surveyor Apprentice | $35.00 |
| Senior Electrical Engineer | $120.00 |
| Senior Project Engineer | $120.00 |
| Project Engineer - I | $113.00 |
| Project Engineer - II | $98.00 |
| Project Engineer - III | $95.00 |
| Project Engineer - IV | $83.00 |
| Senior Engineering Technician - I | $96.00 |
| Senior Engineering Technician - II | $85.00 |
| Engineering Technician - I | $76.00 |
| Engineering Technician - II | $67.00 |
| Engineering Technician - III | $55.00 |
| Environmental Specialist - I | $85.00 |
| Environmental Specialist - II | $66.00 |
| Environmental Specialist - III | $62.00 |
| Erosion Control Technician | $66.00 |
| On-Site Erosion Observation | $66.00 |
| Landscape Architect | $139.00 |
| Senior Architect | $120.00 |
| Architect | $108.00 |
| Architectural Intern - I | $99.00 |
| Architectural Intern - II | $92.00 |
| Architectural Intern - III | $78.00 |
| Architectural Intern - IV | $43.00 |
| Senior Ecologist | $128.00 |
| Senior Hydrogeologist | $138.00 |
| Senior G.I.S. Specialist | $105.00 |
| G.I.S. Specialist | $67.00 |
| G.I.S. Technician | $52.00 |
| Environmental Scientist - I | $123.00 |
| Environmental Scientist - II | $68.00 |
| Environmental Scientist - III | $52.00 |
| Public Finance Specialist | $95.00 |
| Senior Draftsperson | $90.00 |
| Draftsperson | $77.00 |
| Graphic Artist | $74.00 |
| Grant Administrator | $55.00 |
| Senior Administrative Assistant | $68.00 |
| Administrative Assistant | $55.00 |
| Intern | $42.00 |
| On-Site Project Representative | $56.50 |
| Principal | $186.00 |
| Professional Witness Services | $250.00 |

*Services subcontracted will be billed to the owner at invoice cost plus 12%.*

Use of special equipment, such as computers, television and sewer cleaning devices, soil density testers, flow meters, samplers, dippers, etc., will be charged to the project per the standard Equipment Rate Schedule, which is available upon request.

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.


CORPORATE HEADQUARTERS

Street Address:
1445 MCMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025

(920)751-4200 TELEPHONE
(920)751-4284 FAX

E-MAIL:
MCM@MCMGRP.COM

WEB SITE:
WWW.MCMGRP.COM

McMAHON
ENGINEERS ARCHITECTS

# REIMBURSABLE EXPENSES SCHEDULE - 2013

McMAHON | NEENAH, WISCONSIN

DATED: JANUARY 2, 2013

| Description | Rate |
|---|---|
| Large Format Paper Copies | |
| Black & White | |
| ◆ Up To 24" x 30" | $0.60/Sheet |
| ◆ 24" x 36" | $0.70/Sheet |
| ◆ 30" x 42" | $1.00/Sheet |
| ◆ 36" x 48" | $1.35/Sheet |
| Color | |
| ◆ Color - 17" x 22" | $5.75/sheet |
| ◆ Color - 22" x 34" | $11.00/sheet |
| ◆ Color - 36" x 24" | $15.00/Sheet |
| ◆ Color - 36" x 48" | $25.75/Sheet |
| Photocopy Charges - Black & White | $0.07/Image |
| Photocopy Charges - Color / 8½" x 11" | $0.45/Image |
| Photocopy Charges - Color / 8½" x 14" and 11" x 17" | $0.75/Image |
| Facsimile Machine | $1.50/Page |
| Commercial Travel | 1.1 of Cost |
| Computer Time | $10.00/Hour |
| Computer Time - AutoCAD | $15.00/Hour |
| Delivery/Shipping | 1.1 of Cost |
| Meals & Lodging | 1.1 of Cost |
| Mileage | $0.57/Mile |
| Mileage - Truck/Van | $0.85/Mile |
| Review & Submittal Fees | 1.1 of Cost |
| Outside Consultants | 1.12 of Cost |
| Photographs & Models | 1.1 of Cost |
| All Terrain Vehicle | $60.00/Day |
| Global Positioning System (GPS) | $21.00/Hour |
| Robotic Total Station | $20.00/Hour |
| Survey Hubs | $0.25/Each |
| Survey Lath | $0.45/Each |
| Survey Paint | $4.50/Can |
| Survey Ribbon | $2.00/Roll |
| Survey Rebars - 1¼" | $10.00/Each |
| Survey Rebars - ¾" | $3.00/Each |
| Survey Iron Pipe - 1" | $2.75/Each |
| Survey Plastic or Fiberglass Fence Post - 1" | $2.00/Each |
| Survey Steel Fence Post - 1" | $4.50/Each |
| Survey Cotton Spindle | $1.00/Each |
| Misc. Reimbursable Expenses & Project Supplies | 1.1 of Cost |


CORPORATE HEADQUARTERS

Street Address:
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NEENAH, WI 54956

Mailing Address:
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WEB SITE:
WWW.MCMGRP.COM

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RESOLUTION #13-31

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND TIMOTHY F. HEGGLAND
(Historic Register Nominations)

WHEREAS, the City is in need of consultant services for the completion of four (4) National Register of Historic Places nominations; and

WHEREAS, Timothy F. Heggland is an historic preservation consultant capable of providing the professional assistance required and is willing to make those services available; and

WHEREAS, the Historic Preservation Commission has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor, Clerk-Treasurer and Historic Preservation Commission Chair are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Timothy F. Heggland (Historic Register Nominations) as is attached hereto 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 19th day of March, 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 TIMOTHY F. HEGGLAND**
**(Historic Register Nominations)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and Timothy F. Heggland, ("Consultant").

WITNESSETH

WHEREAS, the City is in need of consultant services for the completion of four (4) National Register of Historic Places nominations; and

WHEREAS, the Consultant is an historic preservation consultant capable of providing the professional assistance required and is willing to make those services available.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated December 12, 2012 (Exhibit A) and Consultants Proposal thereto dated December 13, 2012 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City shall provide the Consultant with information requested by Consultant provided the same is available.

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

Drawings, specifications, and other documents, 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 drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

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.

## VI. CONFIDENTIAILITY 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 project and that Consultant's work hereunder shall be completed by July 15, 2013. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation in the amount not to exceed $6,800 payable in a lump sum at the conclusion of the project. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

Charges for reimbursable costs in addition to the above, if any, shall be determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT/COMPLIANCE WITH STATE AND FEDERAL LAWS

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.

Further, Consultant shall and hereby agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action and fair employment opportunities. Consultant further agrees to comply with all the applicable regulations, laws, ordinance and codes of the State of Wisconsin and City.

X. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, 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, directors, partners, employees, and Consultant's Consultants from and against any and all costs, losses, and damages caused by the negligent acts or omissions of City and City's officers, directors, partners, 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.

XI. ASSIGNMENT

This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XII. 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.

XIII. 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.

XIV. TERMINATION OF WORK

City or Consultant may terminate this Agreement at any time by giving at least twenty (20) days-notice in writing to the other party. If the contract is terminated as provided herein, Consultant will be paid for the time and expenses incurred up to the termination date.

XV. NOTICES

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

If to City:

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

With a copy to:

De Pere Historic Preservation Commission
Attention: Mary Jane Herber, Chair
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Timothy F. Heggland
6391 Hillsandwood Road
Mazomanie, WI 53560

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

**TIMOTHY F. HEGGLAND**
By:

_____
Timothy F. Heggland

**CITY OF DE PERE**
By:

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

_____
Mary Jane Herber, Chair
Historic Preservation Commission

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Request for Proposals
Completion of National Register of Historic Places Nominations
in the City of De Pere

December 12, 2012

The City of De Pere is requesting proposals for the completion of four National Register of Historic Places Nominations. Funding for the project is from a Wisconsin Historical Society CLG Grant. Interested consultants are invited to submit proposals by January 7, 2013. Interviews and final consultant selection will be made in January. The project must be completed by July 15, 2013.

The four properties which have been previously identified in the "City of De Pere Intensive Survey Report", October 2001 are all located in the City of De Pere, Brown County, Wisconsin;

1. Julius Krause Store Building, 106 S. Broadway. The Krause store is one of the most intact commercial buildings built in the 1880s that remains in De Pere.
2. J. Baeten Building, 620 George St. The large Baeten store building has recently been restored and is one of the most intact historic commercial buildings remaining in De Pere.
3. Henry Heyrman House, 403 S. Michigan. The highly intact and beautifully restored clapboard-clad Henry Heyrman House is one of the most intact examples of the Queen Anne style in De Pere.
4. Edwin O. Guthnecht House, 603 S. Michigan. The stucco-clad, two story, Edwin O. Guthnecht house was built in 1913. The Guthnecht house is one of the best examples of the American Foursquare style in De Pere and is the only good example in the city of the Prairie School's influence on the style.

All procedures and products shall comply with the Architecture-History Survey Manual provided by the Wisconsin Historical Society, Division of Historic Preservation and the attached Work Program.

Proposal requirements

Please submit proposals with a dated cover letter signed by the appropriate company official by January 7, 2013 and include the following information;

1. Company name, address, phone number, and primary project contact.
2. Names, titles, and responsibilities of individuals from your company that will be responsible for the project. Include a description of the composition of the team, listing backgrounds and work experience as it relates to the project.
3. Background experience, and capabilities of your company and the project personnel.
4. List of references for projects similar in scope which your firm has prepared.
5. Appropriate fees to complete the proposed scope of work.
6. Proposed timeline to complete the project.

Submit a copy of your proposal to: Mary Jane Herber, Chair, Historic Preservation Commission, City of De Pere, 335 S. Broadway, De Pere, Wisconsin 54115.

TIMOTHY F. HEGGLAND
HISTORIC PRESERVATION CONSULTANT
6391 HILLSANDWOODS ROAD
MAZOMANIE, WISCONSIN 53560
Phone (608) 795-2650
Fax (608) 795-2652

December 13, 2012

Ms. Mary Jane Herber
Historic Preservation Commission
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Ms. Herber:

Thank you for requesting a proposal for completing National Register of Historic Places (NRHP) nominations for four individual resources in De Pere. These four resources were first identified by the City of De Pere Intensive Survey that I conducted for the Commission in 2001 and they are: the Julius Krause Store Building, 106 S. Broadway; the J. Baeten Building, 620 George St.; the Henry Heyman House, 403 S. Michigan St.; and the Edwin O. Guthnecht House, 603 S. Michigan St.

I generally have a sliding price scale for completing individual NRHP nominations that is based on the degree of difficulty that I expect to experience when researching them. In this case, however, since I have already completed much of the preliminary research that will be necessary for the listing of these resources, I am comfortable in stating that I would charge an average price of $1700.00 per nomination for the four, for a combined total of $6,800.00. For this you will receive all of the items listed in the Architecture-History Survey Manual provided by the Wisconsin Historical Society's Division of Historic Preservation (DHP). These items include: hard copies of the completed NRHP nomination forms; additional copies of the nomination on computer discs; a set of color digital photos of each of the four resources on computer discs; and a USGS map for each resource, all of which will be in conformance with NRHP and DHP guidelines. In addition, my fee will also cover my presentation of the completed nominations to the State Historic Preservation Review Board. I would be the sole person responsible for completing the nominations, which work would begin upon the signing of the contract.

Historic research at the De Pere Historical Society's White Pillar's Museum and interior photographs of the four resources will take place in January and February of 2013. Color digital photos of the four resources will be completed in the spring of 2013, in order to take advantage of the lack of snow and foliage, and the writing of the nominations will happen in June and July of 2013. Most of the expense will be for my time spent in photographing the resources and in research and writing, which will be undertaken at my usual rate of $30.00 per hour. If possible, all of the necessary outdoor photography will be done at one time and I will also try to do all the necessary on-site research at one time as well. Consequently, the 308-mile roundtrip from Mazomanie to De Pere should only need to be made two or three times at a cost of $.39. per mile ($120.00 per trip). I anticipate that each nomination will require some twenty hours of additional research at a cost of $30.00 per hour, and the writing of the nominations themselves will take another twenty hours per nomination, also at $30.00 per hour. In addition, the digital color photographic prints that are required by the NRHP will cost between $70-100 per nomination.

I have been active in historic preservation as both a private consultant and as a preservation planner since 1979. During this period I have privately prepared successful NRHP nominations and Determinations of Eligibility (DOEs) throughout the state, all of which are listed in the vitae that I have enclosed. From 1980-1984 and again from 1993-1995 I was employed as the Assistant Preservation Planner for the City of Madison, Wisconsin and I also served as the Acting Planner for the City during 1990.

Part of my work as a private consultant has also involved participation as a principal investigator in major survey and planning projects throughout Wisconsin, including intensive surveys for the cities of Green Bay and De Pere in Brown County, the cities of Madison, Middleton, and the village of Shorewood Hills, all in Dane County, for the Unincorporated Communities of Dane County, for the cities of Columbus and Lodi in Columbia County, the city of Port Washington in Ozaukee County, and the city of Horicon in Dodge County, all of which were funded through Survey and Planning Subgrants awarded by the Division of Historic Preservation. I have most recently completed DHP-funded intensive surveys for the city of Marshfield in Wood County, the city of Evansville in Rock County, the cities Lancaster and Platteville in Grant County, the city of Washburn in Bayfield County, the city of Stevens Point in Portage County, and for the West Side Neighborhoods of the City of Madison in Dane County, for all of which I acted as the Principal Investigator for both architectural history and history.

As noted previously, I conducted the Intensive Survey of the City of De Pere in 2001, and this resulted in the recommendation that De Pere contained six historic districts and 16 individual historic resources that were potentially eligible for listing in the NRHP. Since that time, and with the aid of successive Survey and Planning Grants from the DHP, I have authored successful NRHP nominations for the following De Pere resources: the Main Avenue Historic District; the South Broadway Historic District; the Randall Avenue Historic District; the N. Michigan Street-N. Superior Historic District; the Steckart & Falck Double Block; the Union House Hotel; the Otto and Hilda Gretzinger House; and the De Pere Public Library. Consequently, I believe I can offer you reasonable guarantees as to my ability to carry out the work program specified in your Request For Proposals (RFP). I also meet the professional qualifications standards set forth in Section 36 (CFR) 61, Appendix A, Code of Federal Regulations.

If you have any additional questions about the contents of this letter, please do not hesitate to contact me. My phone number is 608-795-2650 and there is an answering machine there. In addition, you can reach me by e-mail at <tim.heggland@juno.com>

Most cordially yours,

Timothy F. Heggland

enclosures

RESOLUTION #13-32

APPROVING ANNUAL REPORT UNDER
MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
PERMIT AND ITS SUBMISSION
TO THE DEPARTMENT OF NATURAL RESOURCES (DNR)

WHEREAS, the DNR has issued an MS4 permit (Permit No. WI-S050075-1) to the City which regulates the water quality exiting the City's storm water system; and

WHEREAS, as an MS4 permit holder, the City is required to submit an annual report to the DNR by March 31st of each year; and

WHEREAS, the attached Annual Report under MS4 General Permit No. WI-S050075-1, has been reviewed and recommended for approval by the Board of Public Works.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

The Common Council approves the City Annual Report under MS4 General Permit No. WI-S050075-1 to be submitted to the DNR on or before March 31, 2013.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of March, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

State of Wisconsin
Department of Natural Resources
dnr.wi.gov

# Annual Report under MS4 General Permit No. WI-S050075-1

Form 3400-195 (R 2/13) 

## Due by March 31, 2013

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (DNR) by March 31 of each year to report on activities for the previous calendar year. This form is being provided by the DNR for the user's convenience. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

This form is for reporting on activities undertaken in calendar year 2012.

**Instructions:** Complete each section of the form that follows. If additional space is needed to respond to a question, attach additional pages. Provide descriptions that explain the program actions taken to comply with the general permit. Complete and submit the annual report by March 31, 2013, to the appropriate address indicated on the last page of this form.

## SECTION I. Municipal Information

| Name of Municipality | | Facility ID No. (FIN) | |
|---|---|---|---|
| City of De Pere | | 31088 | |
| **Mailing Address** | **City** | **State** | **ZIP Code** |
| 925 S. Sixth Street | De Pere | WI | 54115 |
| **County(s) in which Municipality is located** | **Municipality Type: (select one)** | | |
| Brown | ○ County ◉ City ○ Village ○ Town ○ Other (specify) | | |

## SECTION II. Municipal Contact Information

| Name of Municipal Contact Person | | Title | |
|---|---|---|---|
| Eric Rakers | | City Engineer | |
| **Mailing Address** | **City** | **State** | **ZIP Code** |
| 925 S. Sixth Street | De Pere | WI | 54115 |
| **Email** | **Phone Number (include area code)** | **Fax Number (include area code)** | |
| erakers@mail.de-pere.org | (920) 339-8304 | (920) 339-4071 | |

## SECTION III. Certification

*I hereby certify that I am an authorized representative of the municipality covered under MS4 General Permit No. WI-S050075-1 for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.*

| Authorized Representative Printed Name | Authorized Representative Title | |
|---|---|---|
| Eric Rakers | City Engineer | |
| **Signature of Authorized Representative** | **Date** | |
| | 03/20/2013 | |
| **Email** | **Phone Number (include area code)** | **Fax Number (include area code)** |
| erakers@mail.de-pere.org | (920) 339-8304 | (920) 339-4071 |

b. Describe how elected and municipal officials and appropriate staff have been kept apprised of the municipal storm water discharge permit and its requirements.

City staff keeps the Board of Public Works and Common Council appraised of the discharge permit and the requirement of the permit during the year as services to meet the requirements are obtained. This includes when professional services are obtained for pond design and IDDE review.

c. Has the municipality prepared its own municipal-wide storm water management plan? ◉ Yes ○ No

If yes, title and date of storm water management plan:

EarthTech Inc. completed a report titled City of De Pere Nonpoint Pollution WinSLAMM Analysis in March of 2008.

## SECTION IV. General Information

a. Describe what efforts the municipality has undertaken to invite the municipal governing body, interest groups, and the general public to review and comment on the annual report.

The annual report was presented to the Board of Public Works on March 11, 2013 and the Common Council on March 19, 2013. The draft annual report was placed on the website on March 7, 2013.

d. Has the municipality entered into a written agreement with another municipality or a contract with another entity to perform one or more of the conditions of the general permit as provided under Section 2.10 of the general permit? ○ Yes ◉ No

If yes, describe these cooperative efforts:

e. Does the municipality have an internet website? ◉ Yes ○ No

If yes, provide web address:
http://www.de-pere.org

If the municipality has an internet website, is there current information about or links provided to the MS4 general permit and/or the municipality's storm water management program? ◉ Yes ○ No

If yes, provide web address:
http://www.de-pere.org

## SECTION V. Permit Conditions

a. Minimum Control Measures: For each of the permit conditions listed below, provide a description of the status of implementation of program elements, the status of meeting measurable goals, and compliance with permit schedule in section 3 of the MS4 general permit. Provide an evaluation of program compliance with the general permit, the appropriateness of identified best management practices, and progress towards achieving identified measurable goals. Be specific in describing the actions that have been taken during the reporting year to implement each permit condition and whether measurable goals have been met, including any data collected to document a measurable goal. Also, explain the reasons for any variations from the compliance schedule in the MS4 general permit.

- Public Education and Outreach

  The City utilizes the information from the Northeast Stormwater Consortium-NEWSC Stormwater Management activities. In addition to the NEWSC activities, the City included an article on the importance of keeping grass clippings out of the street in the 2012 summer newsletter.

- Public Involvement and Participation

  The City has a link to the City's storm water ordinance plus a link to the NEWSC website. The City has information available for the public including handouts on: seasonal packet - soil testing, grass clippings, lawn watering, fall fertilizing, leaf maintenance, household hazardous waste, algae blooms, and composting.

- Illicit Discharge Detection and Elimination

  The City completed the IDDE Field Screening Program in 2012 per the 2010 approved plan.

- Construction Site Pollutant Control

  Ordinance 09-04, Chapter 28, De Pere Municipal Code relating to storm water management including the NEWSC Stormwater Reference Guide was adopted on 2/3/2009.

- Post-Construction Storm Water Management

  The City completed the construction of a stormwater detention pond located the near STH 57 and the Fox River Trail. This project included the construction of a new pond to service existing and new development while modifying an existing pond to provide TSS removal rates to 80%. Additionally, the City oversaw construction of a new regional pond off of Innovation Court and Southbridge Road.

- Pollution Prevention

City streets are swept eight to ten times per year. Approximately 200 catch basins are cleaned each year. Street sweepings and catch basin debris is hauled directly to the landfill. The City is prewetting salt for winter spreading which helps reduce the amount of salt applied to the roadway. The City collected branches and yard waste in the spring and leaves in the fall. These materials were hauled to the compost site with leaves also being hauled to area farmers. The pollution prevention plan for the City's municipal garage site includes frequent cleaning of the catch basins, street sweeping of the facility, storing the sand and salt mixture in a shed with a roof, and a truck wash to clean debris from trucks. The City has contracted with two vendors to sample and develop nutrient management plans for parks that have the potential to have more than five acres fertilized.

b. Storm Water Quality Management: Has the municipality completed a pollutant-loading analysis to assess compliance with the 20% TSS reduction developed urban area performance standard? (●) Yes ( ) No

If yes, provide the following: Model used Winslamm Version 9.2.5 Reduction (%) 33

If no, include a description of any actions the municipality has undertaken during 2012 to help achieve the 20% standard.

Has the municipality completed an evaluation of all municipal owned or operated structural flood control facilities to determine the feasibility of retrofitting to increase TSS removal? ( ) Yes (●) No

If yes, describe:

c. Best Management Practices Maintenance: Does the municipality have a maintenance program for installed storm water best management practices? (●) Yes ( ) No

If yes, describe the maintenance program and any maintenance activities that have occurred for best management practices in 2012. If available, attach any additional information on the maintenance program.

The City reviewed storm sewer outfalls and ponds as part of the IDDE program. Repairs were made to storm outfalls to a pond in basin ER050A and FE260B.

d. Storm Sewer System Map: Describe any changes or updates to the storm sewer system map made in the reporting year. Provide an updated map if any changes occurred during the reporting year.

1. Added a storm water management pond near STH 57 and the Fox River Trail.
2. Upgraded storm sewer on Glenwood Avenue.
3. Added storm sewer and a regional storm water management pond for Innovation Court.
4. Main Avenue storm sewer upgrades by WisDOT for the USH 41 Project.

## SECTION VI. Fiscal Analysis

a. Provide a fiscal analysis that includes the annual expenditures for 2012, and the budget for 2012 and 2013. A table to document fiscal information is provided on page 6.

b. What financing/fiscal strategy has the municipality implemented to finance the requirements of the general permit?

[X] Storm water utility [ ] General fund [ ] Other _____

c. Are adequate revenues being generated to implement your storm water management program to meet the permit requirements? (●) Yes ( ) No

Please provide a brief summary of your financing/fiscal strategy and any additional information that will assist the Department in understanding how storm water management funds are being generated to implement and administer your storm water management program.

Storm water management funds are generated from a user charge for the storm water utility. The City has implemented a rate policy based on residential user equivalents (RUE's). The RUE's are determined based on the size of the parcel and land use.

## SECTION VII. Inspections and Enforcement Actions

**Note: If an ordinance listed below has previously been submitted and has not been amended since that time, a copy does not need to be submitted again. If the ordinance was previously submitted, indicate such in the space provided.**

a. As of the date of this annual report, has the municipality adopted a construction site pollutant control ordinance in accordance with subsection 2.4.1 of the general permit? (●) Yes ( ) No If yes, attach copy or provide web link to ordinance:

http://www.de-pere.org

b. As of the date of this annual report, has the municipality adopted a post-construction storm water management ordinance in accordance with subsection 2.5.1 of the general permit? (●) Yes ( ) No If yes, attach copy or provide web link to ordinance:

http://www.de-pere.org

c. As of the date of this annual report, has the municipality adopted an illicit discharge detection and elimination ordinance in accordance with subsection 2.3.1 of the general permit? (●) Yes ( ) No If yes, attach copy or provide web link to ordinance:

http://www.de-pere.org

d. As of the date of this annual report, has the municipality adopted any other ordinances it has deemed necessary to implement a program under the general permit (e.g., pet waste ordinance, leaf management/yard waste ordinance, parking restrictions for street cleaning, etc.)? ( ) Yes (●) No If yes, attach copy or provide web link to ordinance:

e. Provide a summary of available information on the number and nature of inspections and enforcement actions conducted during the reporting period to ensure compliance with the ordinances described in a. to d. above.

## SECTION VIII. Water Quality Concerns

a. Does any part of the MS4 discharge to an outstanding resource water (ORW) or exceptional resource water (ERW) listed under s. NR 102.10 or 102.11, Wis. Adm. Code? (A list of ORWs and ERWs may be found on the Department's Internet site at: http://dnr.wi.gov/topic/SurfaceWater/orwerw.html) ( ) Yes (●) No If yes, list:

b. Does any part of the MS4 discharge to an impaired waterbody listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC § 1313(d)(1)(C)? (A list of the most current Wisconsin impaired waterbodies may be found on the Department's Internet site at: http://dnr.wi.gov/water/impairedsearch.aspx?status=303d) (●) Yes ( ) No If yes, complete the following:

- Impaired waterbody to which the MS4 discharges:
  Ashwaubenon Creek, East River, Fox River
- Description of actions municipality has taken to comply with section 1.5.2 of the MS4 general permit for discharges of pollutant(s) of concern to an impaired waterbody:
  City streets are swept eight to ten times per year. Approximately 200 catch basins are cleaned each year. Street sweepings and catch basin debris is hauled directly to the landfill. The City is pre-wetting salt for winter spreading which helps reduce the amount of salt applied to the roadway. The City collected branches and yard waste in the spring and leaves in the fall. These materials were hauled to the compost site with leaves also being hauled to area farmers.

c. Identify any known water quality improvements in the receiving water to which the MS4 discharges during the reporting period.
Constructed new ponds in the Ashwaubenon and Fox River watersheds.

d. Identify any known water quality degradation in the receiving water to which the MS4 discharges during the reporting period and what actions are being taken to improve the water quality in the receiving water.

Describe any proposed changes to the storm water management program being contemplated by the municipality for 2013 and the schedule for implementing those changes. Proposed program changes must be consistent with the requirements of the general permit.

## SECTION IX. Proposed Program Changes

**Fiscal Analysis Table.** Complete the fiscal analysis table provided below.

| Program Element | Annual Expenditure | Budget | | Source of Funds |
|---|---|---|---|---|
| | 2012 | 2012 | 2013 | |
| Public Education and Outreach | 2,000 | 2,000 | 2,000 | Storm Water Utility |
| Public Involvement and Participation | 1,000 | 1,000 | 1,000 | Storm Water Utility |
| Illicit Discharge Detection and Elimination | 2,000 | 5,000 | 2,500 | Storm Water Utility |
| Construction Site Pollutant Control | 2,850 | 2,850 | 2,750 | Storm Water Utility |
| Post-Construction Storm Water Management | 208,350 | 220,000 | 109,200 | Storm Water Utility |
| Pollution Prevention | 579,380 | 579,380 | 687,550 | Storm Water Utility |
| Storm Water Quality Management (including pollutant-loading analysis) | 298,000 | 334,250 | 225,000 | Storm Water Utility |
| Storm Sewer System Map | 11,400 | 11,400 | 10,900 | Storm Water Utility |
| Other: | | | | |

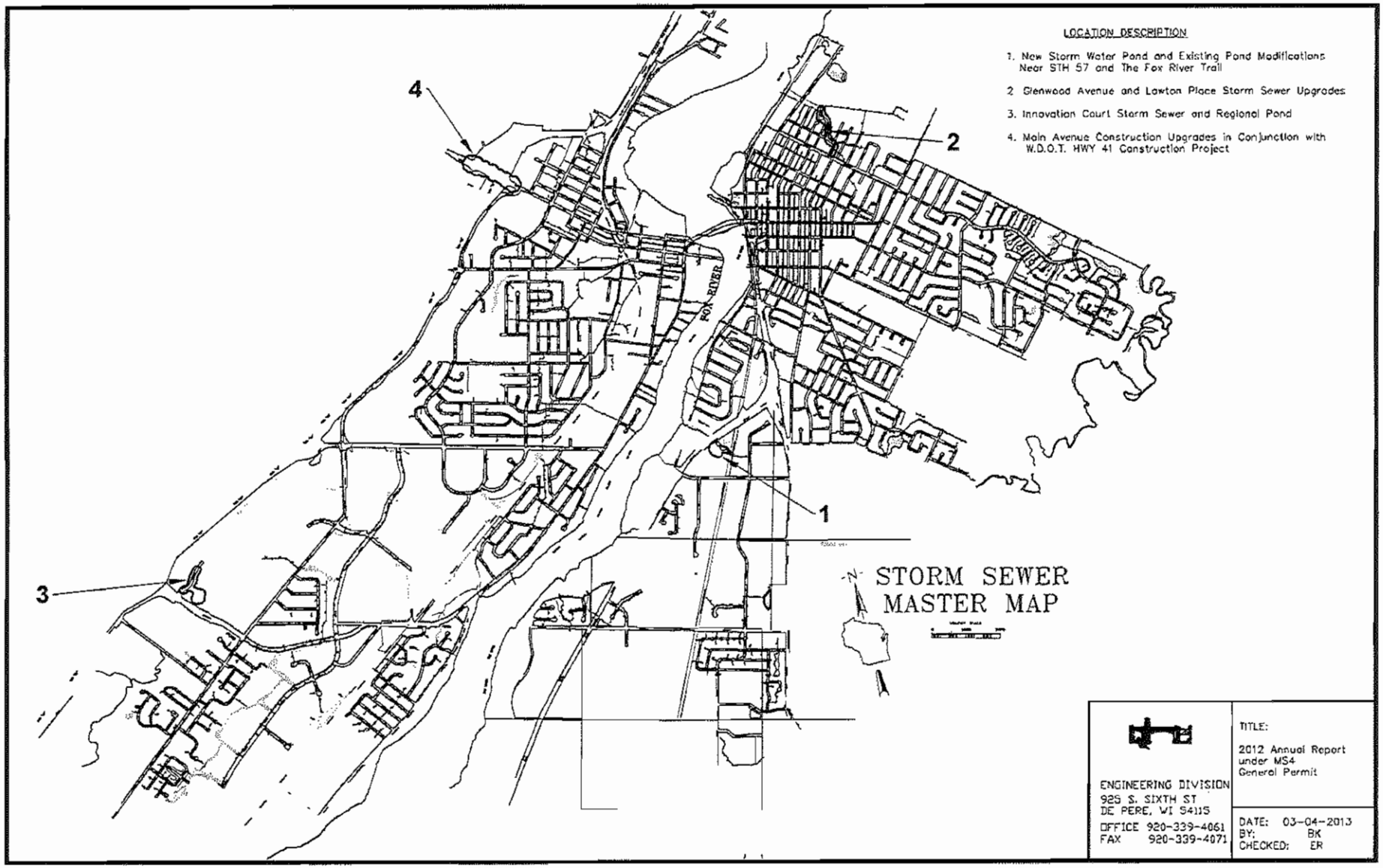
| NORTHERN REGION COUNTIES | | |
|---|---|---|
| Ashland | Langlade | DNR Service Center |
| Barron | Lincoln | Attn: Storm Water Program |
| Bayfield | Oneida | 5301 Rib Mountain Rd. |
| Burnett | Polk | Wausau, WI 54401 |
| Douglas | Price | Phone: (715) 359-4522 |
| Florence | Rusk | |
| Forest | Sawyer | |
| Iron | Taylor | |
| | Vilas | |
| | Washburn | |

| WEST CENTRAL REGION COUNTIES | | |
|---|---|---|
| Adams | Marathon | DNR Service Center |
| Buffalo | Monroe | Attn: Storm Water Program |
| Chippewa | Pepin | 5301 Rib Mountain Rd. |
| Clark | Pierce | Wausau, WI 54401 |
| Crawford | Portage | Phone: (715) 359-4522 |
| Dunn | St. Croix | |
| Eau Claire | Trempealeau | |
| Jackson | Vernon | |
| Juneau | Wood | |
| La Crosse | | |

| NORTHEAST REGION COUNTIES | | |
|---|---|---|
| Brown | Marquette | DNR Northeast Region |
| Calumet | Menominee | Attn: Storm Water Program |
| Door | Oconto | 2984 Shawano Ave. |
| Fond du Lac | Outagamie | Green Bay, WI 54313 |
| Green Lake | Shawano | Phone: (920) 662-5100 |
| Kewaunee | Waupaca | |
| Manitowoc | Waushara | |
| Marinette | Winnebago | |

| SOUTH CENTRAL REGION COUNTIES | | |
|---|---|---|
| Columbia | Jefferson | DNR South Central Region |
| Dane | LaFayette | Attn: Storm Water Program |
| Dodge | Richland | 3911 Fish Hatchery Rd. |
| Grant | Rock | Fitchburg, WI 53711 |
| Green | Sauk | Phone: (608) 275-3266 |
| Iowa | | |

| SOUTHEAST REGION COUNTIES | | |
|---|---|---|
| Kenosha | Sheboygan | DNR Service Center |
| Milwaukee | Walworth | Attn: Storm Water Program |
| Ozaukee | Washington | 141 NW Barstow Street, |
| Racine | Waukesha | Room 180 |
| | | Waukesha, WI 53188 |
| | | (262) 574-2100 |


LOCATION DESCRIPTION
1. New Storm Water Pond and Existing Pond Modifications Near STH 57 and The Fox River Trail
2. Glenwood Avenue and Lawton Place Storm Sewer Upgrades
3. Innovation Court Storm Sewer and Regional Pond
4. Main Avenue Construction Upgrades in Conjunction with W.D.O.T. HWY 41 Construction Project
1
2
3
4
FOX RIVER
STORM SEWER
MASTER MAP
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071
TITLE:
2012 Annual Report
under MS4
General Permit
DATE: 03-04-2013
BY: BK
CHECKED: ER

RESOLUTION #13-33

AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DE PERE, THE TOWN OF LEDGEVIEW AND THE LEDGEVIEW SANITARY DISTRICT #2 REGARDING CITY CONNECTION TO LEDGEVIEW SEWER ON VIKING LANE AND COUNTY HIGHWAY PP

WHEREAS, the Town of Ledgeview ("Town") and the Ledgeview Sanitary District #2 ("District") wish to allow the City of De Pere ("City") to make a permanent connection to the District's local sewer at CTH PP and Viking Lane in order to provide sewer service to areas in the City along CTH PP; and

WHEREAS, the parties have, since at least 2011, been in the process of discussing changes to the method by which the City charges District for water service to the Fox River Drive Area within the District under an Intergovernmental Agreement among the parties dated January 8, 1998, and Amended on January 8, 2001 (Fox River Water Service Agreement); and

WHEREAS, the parties recognize that Amending such Agreement to revise the billing methodology will require Wisconsin Public Service Commission (PSC) approval through a City rate case, and wish to enter into this Agreement in order to provide District with compensation for the sewer extension provided such compensation is paid only until such time as City applies to the PSC for a water rate change case; and

WHEREAS, the parties wish to enter into an Intergovernmental Agreement pursuant to Wis. Stats. §66.0301, which is attached and incorporated as Exhibit 1, for purposes of cooperatively exercising their respective powers and duties regarding these matters; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Intergovernmental Agreement between the City of De Pere, the Town of Ledgeview and the Ledgeview Sanitary District #2 Regarding City Connection to Ledgeview Sewer on Viking Lane and County Highway PP (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 19th day of March, 2013.

APPROVED:

_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DE PERE, THE TOWN OF LEDGEVIEW AND THE LEDGEVIEW SANITARY DISTRICT #2 REGARDING CITY CONNECTION TO LEDGEVIEW SEWER ON VIKING LANE AND COUNTY HIGHWAY PP**

WHEREAS, the Town of Ledgeview ("Town") and the Ledgeview Sanitary District #2 ("District") wish to allow the City of De Pere ("City") to make a permanent connection to the District's local sewer at CTH PP and Viking Lane in order to provide sewer service to areas in the City along CTH PP; and

WHEREAS, the parties have, since at least 2011, been in the process of discussing changes to the method by which the City charges District for water service to the Fox River Drive Area within the District under an Intergovernmental Agreement among the parties dated January 8, 1998, and Amended on January 8, 2001 (Fox River Water Service Agreement); and

WHEREAS, the parties recognize that Amending such Agreement to revise the billing methodology will require Wisconsin Public Service Commission (PSC) approval through a City rate case, and wish to enter into this Agreement in order to provide District with compensation for the sewer extension provided such compensation is paid only until such time as City applies to the PSC for a water rate change case; and

WHEREAS, the parties wish to enter into this Intergovernmental Agreement pursuant to Wis. Stats. §66.0301 for purposes of cooperatively exercising their respective powers and duties regarding these matters; and

WHEREAS, the parties see mutual benefits and benefits to their respective entities in working together in a cooperative manner.

NOW THEREFORE, upon the mutual promises and obligations set forth herein, together with such other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## I
## CITY CONNECTION TO DISTRICT CTH PP SANITARY SEWER

1. The parties recognize that City is in need of providing sewer service to that area identified as the "CTH PP Sewer Service Area" and shown on the map attached hereto and incorporated as Exhibit A. The CTH PP Sewer Service Area comprises 11 acres of land with a daily peak flow rate of 0.066 cfs.

2. District has available within the proximity of the CTH PP Sewer Service Area a District sewer with sufficient capacity to serve the CTH PP Sewer Service Area, and agrees to allocate to City 0.066 cfs capacity in that sewer.

3. City shall obtain all approvals necessary for the sewer extension and sewer service amendment.

4. City shall construct along CTH PP within the City, a sewer main to which all properties within the CTH PP Sewer Service Area shall connect. Such City sewer main shall extend from the CTH PP Sewer Service Area to District's sewer manhole at CTH PP and Viking Lane. One City connection at District's manhole shall be permitted by District.

5. The location of the sewer lateral connecting Parcel D-78-4 in the Town to District's sewer conflicts with City's proposed extension of District sewer. City shall, at its expense, remove such lateral from its current connection and reconnect the same to the main extension City installs under paragraph 4 above.

6. City and District shall each be responsible to perform maintenance and rehabilitation work on their respective facilities and to pay the costs thereof.

## II
## CITY OBLIGATIONS

1. City shall continue to bill District for water service to the Fox River Drive Area as provided in the Fox River Service Agreement and PSC Schedule Mg-1 (schedule attached as Exhibit B).

2. In consideration of District permitting City's connection to District's local sewer for the CTH PP Sewer Service Area, City shall make payment to District as follows:

A. City shall reimburse District for its engineering fees incurred in the course of reviewing the City's sewer connection under this Agreement, not to exceed $5,000; and

B. Commencing in 2013, quarterly payment to District upon the receipt of District payment, the difference between the current Schedule Mg.1-1 (attached as Exhibit C):

*i. Each customer's water usage shall be adjusted by a factor of water loss incurred by De Pere Water Department as indicated in the PSC annual report.*

*Each customer's water bill shall be calculated applying De Pere Water Department rates in Schedule Mg-1.*

*Each customer's water bill shall be multiplied by 1.25.*

*Each customer's water bill shall be added together and billed to the Ledgeview Sanitary District No. 2 Water Utility.*

**and**

*ii. Each customer's water usage shall be added together to determine the aggregate water usage in the Fox River Drive Area.*

*The District's volume water charge shall be calculated by applying the De Pere Water Department appropriate volume charges in Schedule Mg-1 to the aggregate water usage.*

*An administrative fee of 10% shall be assessed upon the volume water charge and billed to the District.*

C. Reimbursement of 2011 and 2012 billings utilizing the above differential calculations as set forth in the spreadsheet attached and incorporated as Exhibit D.

3. City billing under the Fox River Service Agreement and quarterly payments as described above shall cease at such time as City receives PSC approval to amend Schedule Mg-1.1 consistent with paragraph II.2.B.ii. and such change in billing is implemented.

4. Should City seek a subsequent rate structure change to Schedule Mg-1 which would result in higher charges to District than those set forth above, City shall negotiate such change with District.

## III
## ANNEXATIONS AND WATER SALES

1. District and Town agree that neither shall annex any territory or sell water to any territory outside the District, south of Rockland Road, for a period of 25 years from the date of this Agreement. It is agreed by and between the parties hereto that any extension of water or sewer south of Rockland Road as between the parties will be done by the City.

2. The City agrees it will not extend sanitary sewer service or potable water service into the Town for a period of 25 years from the date of this Agreement unless such territory has been annexed into City pursuant to Wis. Stats. §66.0217, as may be amended from time to time. Further, in recognition of the fact that District has designed and installed its sanitary and water facilities to serve the Town as it exists as of the date of this Agreement, City agrees that if it annexes any Town territory within such 25 year period, it shall contract with District for sewer and water service unless City, after consultation with Town and District, determines that City provision of such services to the territory is more economically feasible.

## IV
## GENERAL PROVISIONS

1. This Agreement is subject to approval of all the respective governing bodies of the parties hereto.

2. Except as provided in paragraph IV.3. below and except as may be expressly provided otherwise herein, this Agreement shall not terminate.

3. Should either party breach or fail to perform any obligation required hereunder, the other party may serve written notification thereof by certified mail. Failure of the breaching party to cure said breach within 30 days of such notification shall entitle the non-breaching party to terminate the Agreement and pursue its remedies by any manner authorized by law.

4. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties and their respective successors and assigns.

5. Enforceability of this Agreement is not affected by a change in the form of Town's government.

6. This Agreement embodies the entire agreement of the parties. No change, alteration or amendment to its terms shall be effective unless made in writing and signed by all parties hereto.

7. Unless there is a breach under IV.3. above, all parties agree they will not challenge this Agreement in any manner or in any forum.

8. Force Majeure. No party hereby shall be considered in default of this Agreement in the event their performance of obligations herein are delayed or prevented due to unforeseeable causes beyond their control including, but not limited to, Acts of God, forces majeure, acts of public enemy, fire, floods, epidemics, quarantine restrictions, strikes, embargoes, breaches of contracts by contractors and unusually severe weather or other such delays. The time or times for performance of any obligation delayed shall be extended for the period of such event.

9. All such notices required or made under the terms of this Agreement shall be effective only if served by certified or registered mail, upon the following:

| | |
|---|---|
| If to City: | City of De Pere<br>City Clerk-Treasurer<br>335 South Broadway Street<br>De Pere, WI 54115 |
| If to Town: | Town of Ledgeview<br>Town Clerk/Administrator<br>3700 Dickinson Road<br>De Pere, WI 54115 |
| If to District: | Ledgeview Sanitary District #2<br>District Secretary<br>3700 Dickinson Road<br>De Pere, WI 54115 |

*[Signatures on following page]*

Dated this _____ day of _____, 2013.

**CITY OF DE PERE**

_____
Michael J. Walsh, Mayor

_____
Shana L. Defnet, Clerk-Treasurer

**TOWN OF LEDGEVIEW**

_____
Marc Hess, Chair

_____
Sarah Burdette, Clerk/Administrator

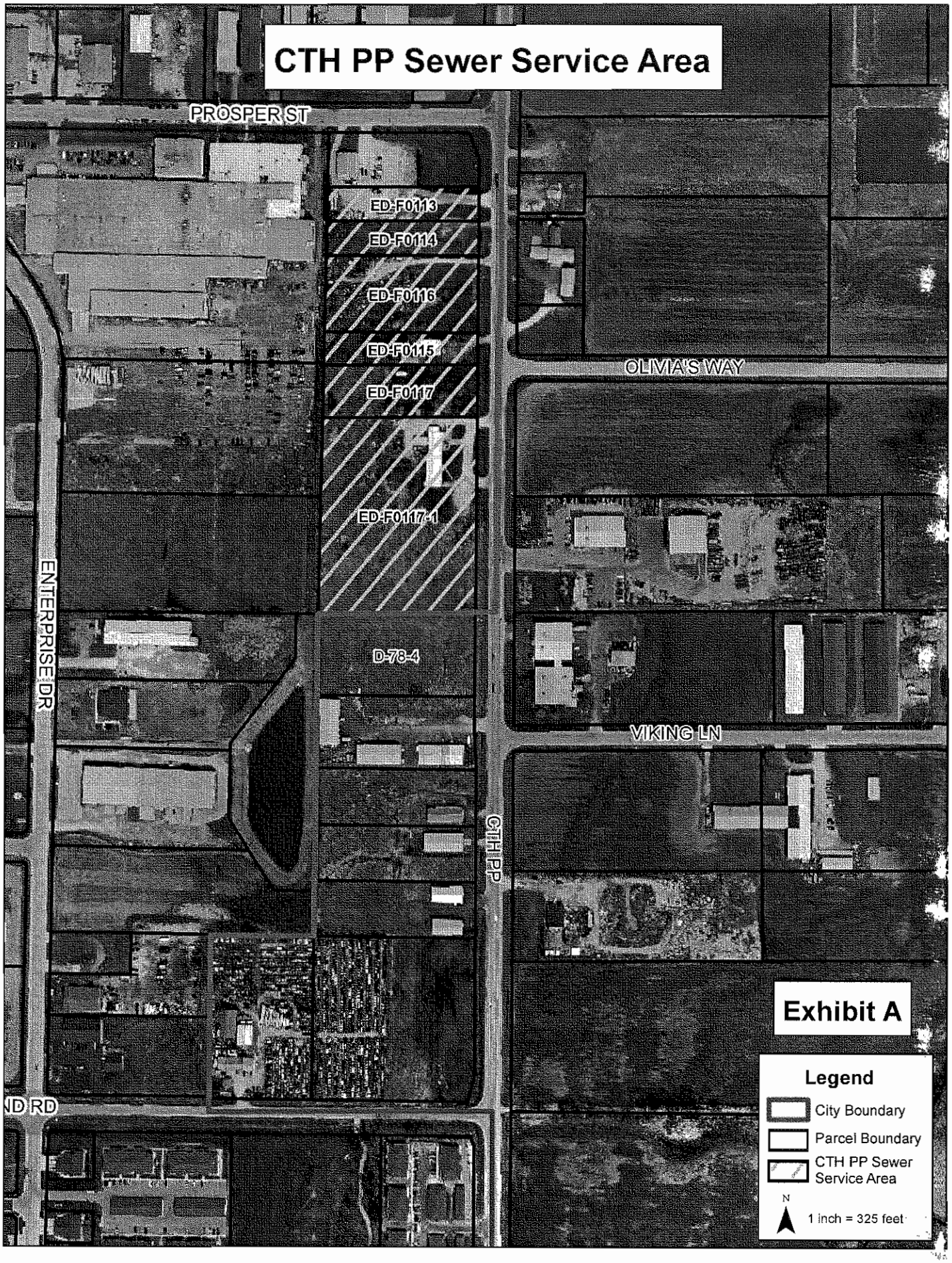
**LEDGEVIEW SANITARY DISTRICT #2**

_____
Steve Jauquet, President

_____
Ken Guerts, Commissioner

_____
Dennis Watermolen, Commissioner

H:\jdupont\Agreements\2013\Intergovt Agreement with Ledgeview (water service) final 3-6-13.docx


CTH PP Sewer Service Area
PROSPER ST
ED-F0113
ED-F0114
ED-F0116
ED-F0115
ED-F0117
ED-F0117-1
D-78-4
OLIVIA'S WAY
VIKING LN
ENTERPRISE DR
CTH PP
ND RD
Exhibit A
Legend
City Boundary
Parcel Boundary
CTH PP Sewer Service Area
N
1 inch = 325 feet

**RATE FILE**

Sheet No. 1 of 1
Schedule No. Mg-1
Amendment No. 46

**Public Service Commission of Wisconsin**

**DePere Water Department**

## General Service - Metered

Quarterly Service Charges:

| | | | |
|---|---|---|---|
| ⅝ -inch meter - $ | 24.00 | 3 -inch meter - $ | 147.00 |
| ¾ -inch meter - $ | 24.00 | 4 -inch meter - $ | 228.00 |
| 1 -inch meter - $ | 37.50 | 6 -inch meter - $ | 405.00 |
| 1¼ -inch meter - $ | 51.00 | 8 -inch meter - $ | 591.00 |
| 1½ -inch meter - $ | 64.50 | 10 -inch meter - $ | 870.00 |
| 2 -inch meter - $ | 96.00 | 12 -inch meter - $ | 1,149.00 |

Plus Volume Charges:

First 50,000 gallons used per quarter - $5.93 per 1,000 gallons
Next 450,000 gallons used per quarter - $4.95 per 1,000 gallons
Over 500,000 gallons used per quarter - $4.20 per 1,000 gallons

Billing: Bills for water service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered. A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. This late payment charge is applicable to all customers. The utility customer may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued. Unless payment or satisfactory arrangement for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code ch. PSC 185.

Combined Metering: Volumetric meter readings will be combined for billing if the utility for its own convenience places more than one meter on a single water service lateral. Multiple meters placed for the purpose of identifying water not discharged into the sanitary sewer are not considered for utility convenience and shall not be combined for billing. This requirement does not preclude the utility from combining readings where metering configurations support such an approach. Meter readings from individually metered separate service laterals shall not be combined for billing purposes.

**Public Service Commission of Wisconsin**

**DePere Water Department**

## General Service – Ledgeview Sanitary District No. 2

For general service to the Ledgeview Sanitary District No. 2, the charges shall be calculated as set forth below.

Each customer's water usage shall be adjusted by a factor of water loss incurred by De Pere Water Department as indicated in the PSC annual report.

Each customer's water bill shall be calculated applying De Pere Water Department rates in Schedule Mg-1.

Each customer's water bill shall be multiplied by 1.25.

Each customer's water bill shall be added together and billed to the Ledgeview Sanitary District No. 2 Water Utility.

Billing: Same as Schedule Mg-1.

# Town of Ledgeview

| Quarter | Gallons Used | Rate | Total | Admin Fee | Total | Billed | Difference |
|---|---|---|---|---|---|---|---|
| 2011 – 1st | 1,125,625 | 50 x 4.92=246.00<br>450 x 4.80=2160.00<br>625.625 x 3.31=2070.82 | 4476.82 | X 1.10 | 4924.50 | (7537.09) | (2612.59) |
| 2011 – 2nd | 1,156,678 | 50 x 5.68=284.00<br>450 x 4.91=2209.50<br>656.678 x 3.98=2613.58 | 5107.08 | X 1.10 | 5617.79 | (8946.42) | (3328.63) |
| 2011 – 3rd | 1,400,358 | 50 x 5.93=296.50<br>450 x 4.95=2227.50<br>900.358 x 4.20=3781.50 | 6305.50 | X 1.10 | 6936.05 | (10707.90) | (3771.85) |
| 2011 – 4th | 996,724 | 50 x 5.93=296.50<br>450 x 4.95=2227.50<br>496.724 x 4.20=2086.24 | 4610.24 | X 1.10 | 5071.26 | (8053.17) | (2981.91) |
| 2012 – 1st | 1,244,642 | 50 x 5.93=296.50<br>450 x 4.95=2227.50<br>744.642 x 4.20=3127.50 | 5651.50 | X 1.10 | 6216.65 | (9729.77) | (3513.12) |
| 2012 – 2nd | 1,303,602 | 50 x 5.93=296.50<br>450 x 4.95=2227.50<br>803.602 x 4.20=3375.13 | 5899.13 | X 1.10 | 6489.04 | (10409.73) | (3920.69) |
| 2012 – 3rd | 1,505,603 | 50 x 5.93=296.50<br>450 x 4.95=2227.50<br>1005.603 x 4.20=4223.53 | 6747.53 | X 1.10 | 7422.28 | (11907.03) | (4484.75) |
| 2012 – 4th | 1,073,191 | 50 x 5.93=296.50<br>450 x 4.95=2227.50<br>573.191 x 4.20=2407.40 | 4931.40 | X 1.10 | 5424.54 | (8668.83) | (3244.29) |
| Totals | | | 43,729.20 | | 48,102.11 | (75,959.94) | (27,857.83) |

Note: 3rd Qtr 2011 was billed at pro-rated charges and should have been at full charges on original billing. The amounts shown on this table are correct.

Exhibit D

RESOLUTION 13-34

AUTHORIZING CONTRACT WITH ORDE ADVERTISING FOR
RIVERWALK AND WILDLIFE VIEWING PIER SIGNAGE

WHEREAS, with the completion of the Riverwalk and Wildlife Viewing Pier, City officials have been working to have appropriate signage installed to acknowledge and thank the many generous donors who made construction of this outstanding recreation and education facility possible; and

WHEREAS, the City Council would like to ensure that as many donor recognition signs as possible are installed/available for the grand opening of the entire facility on May 4, 2013; and

WHEREAS, the Board of Park Commissioners has reviewed potential sign designs and recommends that the 'Maritime' theme as proposed by Orde Sign & Graphics, Inc., as set forth below, be adopted and approved:

1. Two entrance monument signs at Voyager Park, as shown on Exhibit A, with cultured stone pillars (to match the current stone patterns on the Island) for $23,130.13; and
2. Up to twelve non-illuminated wall mount signs upon the Island, example shown on Exhibit B (with final number and design to be approved by Fox River Navigational System Authority and State Historic Preservation Organization); and

WHEREAS, it is expected that the two entrance signs in Voyager Park will be able to be installed (weather permitting) in time for the May 4, 2013 grand opening; however, given the need for further approvals for the on-island signage, it is unlikely that permanent individual donor signage will be ready for such event; and

WHEREAS, temporary 'mock-up' signage for the individual donor signs upon the Island are available through Orde Sign & Graphics, Inc. for $39.08 each, with city staff installation; and

WHEREAS, the Council believes it necessary and prudent to provide for approvals for these signage needs at this time in order to facilitate obtaining as many permanent signs for the facility in advance of the grand opening as possible.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute such agreement or agreements with Orde Sign & Graphics, Inc. as have been reviewed by the City Attorney to:

1. Purchase the two entrance signs to be located at Voyager Park as depicted on Exhibit A, with cultured stone base, for the price of $23,130.13; and
2. Purchase up to twelve individual donor signs for placement upon the Island, with the design as similar to that shown in Exhibit B as is approved by Fox River Navigational System Authority and State Historic Preservation Organization.
3. Purchase up to twelve 'mock-up' signs for private donor recognition upon the Island if the permanent signage for those locations will not be available for the May 4, 2013 grand opening; and
4. For approval of such incidental costs as are necessary and incidental to the above.

BE IT FURTHER RESOLVED THAT:

Funding for such signage shall come from the Riverwalk fund.

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.

APPROVED:

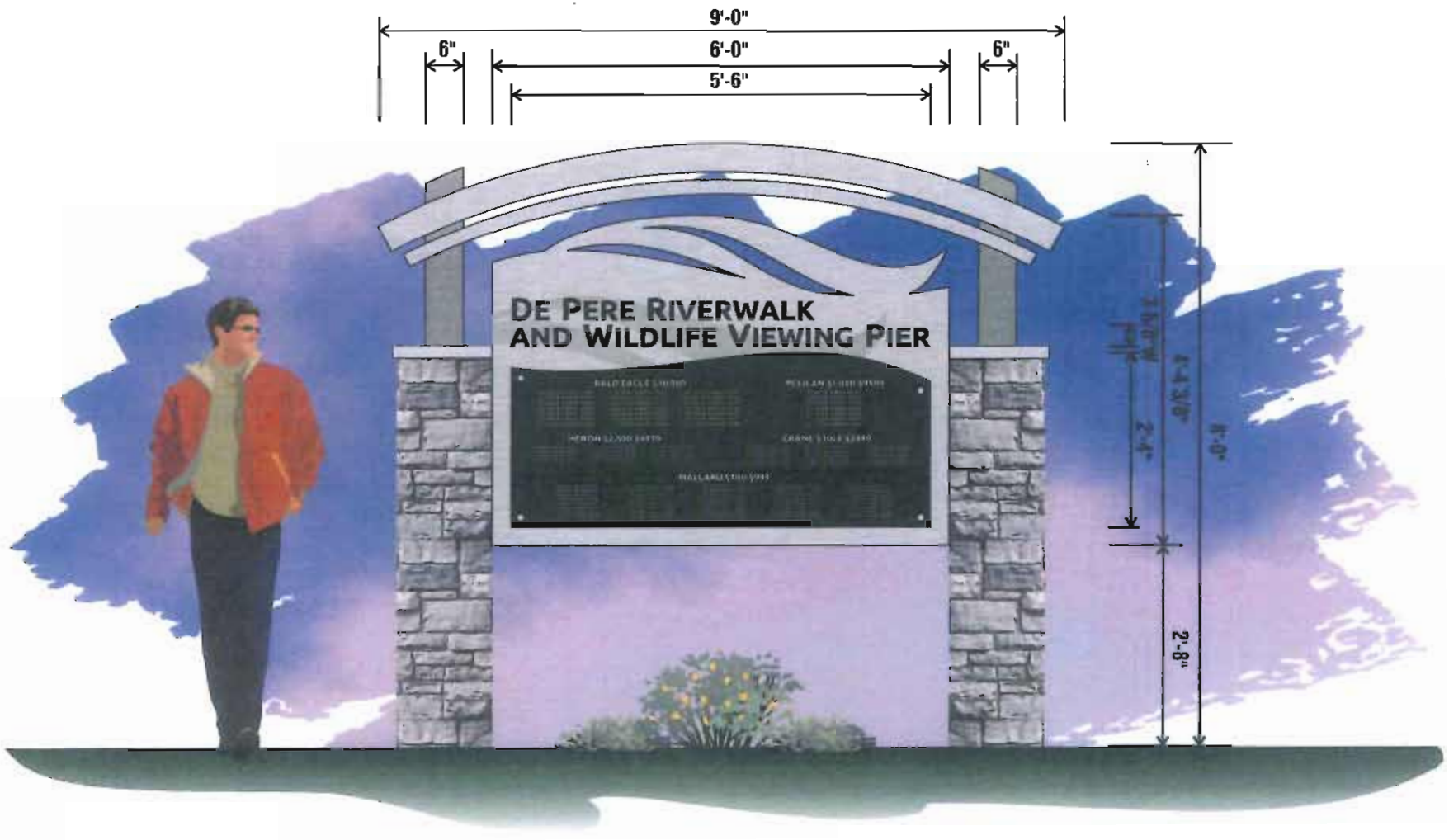
_____
Michael J. Walsh, Mayor

ATTEST:

_____
Shana L. Defnet, Clerk-Treasurer

Ayes:_____
Nays:_____

Exhibit A




## SINGLE FACE NON ILLUMINATED GROUND MOUNT

**Fabricated out of Aluminum**
**Donor Panel: Removable Acrylic w/Second Surface Digital Print**
**Brick TBD**

ORDE Sign & Graphics Inc
1825 Nimitz Drive f 920.339.4600
De Pere, WI 54115 f 920.339.4611
www.orde.com

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| | |
|---|---|
| DESIGN # 12690 | Pg 6 |
| CLIENT: DE PERE RIVERWALK | |
| ADDRESS: DE PERE, WI | |
| DATE: JANUARY 21, 2013 | |
| SCALE: 1/2"=1'-0" | |
| A.C: SHERI OMERNIK | |
| DESIGNER: JULIE MAROHL | CONSULTED W/: |
| REVISED BY: | DATE: |

**DESIGN STAGE:**

☑ CONCEPTUAL ☐ FINAL

**ITEMS NEEDED PRIOR TO FABRICATION**

☐ FIELD SURVEY / MEASUREMENTS REQUIRED
☐ COMPUTER FILE OF LOGO REQUIRED
☐ COLORS TO BE DETERMINED

**APPROVALS:**

WITH APPROVAL OF THIS DESIGN I HEREBY GIVE ORDE SIGN & GRAPHICS, INC. PERMISSION TO BEGIN PRODUCTION ON THE SIGNAGE ILLUSTRATED.
I AGREE THAT ALL SPECIFICATIONS, SPELLING, COLORS AND ELEVATIONS LISTED ARE CORRECT AND APPROVED. ANY CHANGES MADE AFTER PRODUCTION HAS STARTED WILL RESULT IN ADDITIONAL CHARGES.

CLIENT SIGNATURE: DATE:

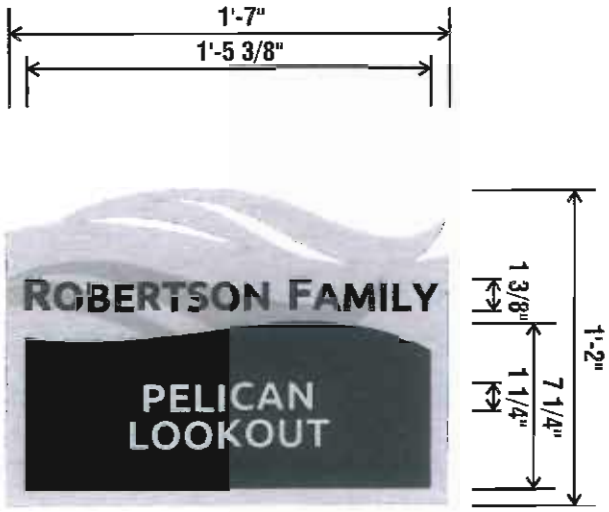
PC/ESTIMATOR SIGNATURE: DATE:

**MEMBERS OF:**

segd Society for Environmental Graphic Design · Wisconsin Sign Association · ISA International Sign Association · WSA World Sign Associates

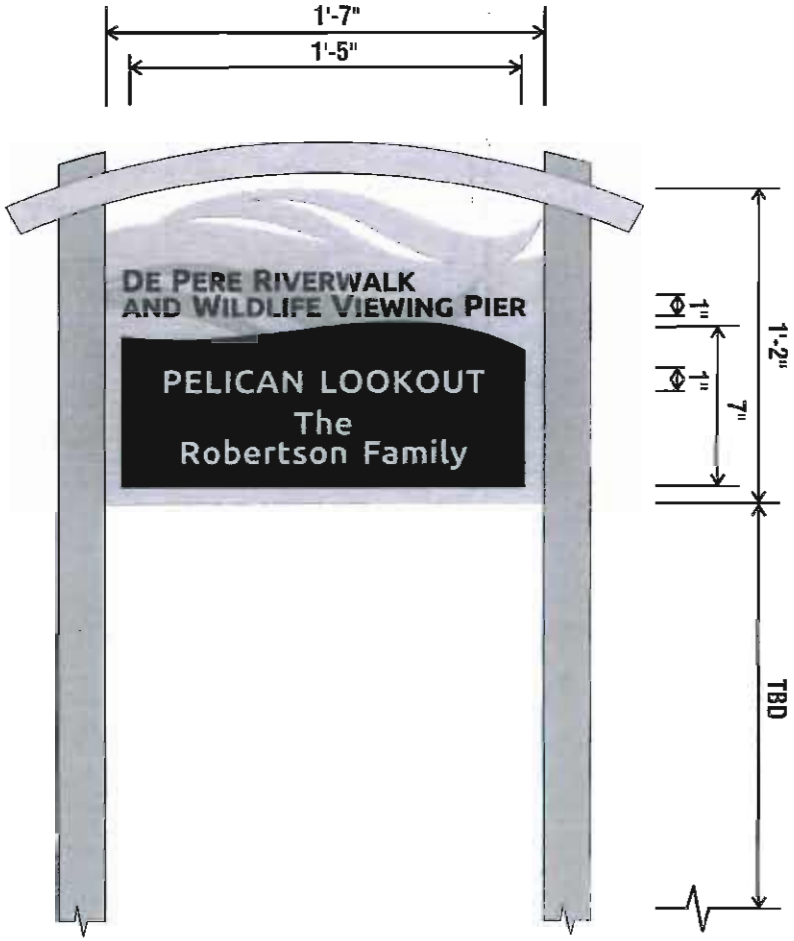
COLORS SHOWN ON ART MAY NOT REFLECT TRUE REPRESENTATION OF ACTUAL COLORS.

Exhibit B




## SINGLE FACE NON ILLUMINATED WALL MOUNT

**Backplate: Routed Aluminum**
**Donor Panel: Removable Aluminum w/Gerber 220 Vinyl**




## SINGLE FACE NON ILLUMINATED GROUND MOUNT

**Backplate: Routed Aluminum**
**Donor Panel: Removable Aluminum w/Gerber 220 Vinyl**

ORDE Sign & Graphics Inc
1825 Nimitz Drive ¢ 920.339.4600
De Pere, WI 54115 f 920.339.4611
www.orde.com

©COPYRIGHT 2013, BY ORDE SIGN & GRAPHICS INC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE USED OR REPRODUCED IN ANY FORM OR BY ELECTRONIC OR MECHANICAL MEANS WITHOUT WRITTEN PERMISSION FROM ORDE SIGN & GRAPHICS INC. FAILURE TO DO SO WILL RESULT IN COMPENSATION TO ORDE SIGN & GRAPHICS, INC. FOR TIME AND EFFORT ENTAILED IN CREATING THESE PLANS.

DESIGN #: 12690-01 Pg.: 4
CLIENT: DE PERE RIVERWALK
ADDRESS: DE PERE, WI
DATE: JANUARY 14, 2013
SCALE: 1 ½"=1'-0"
A.C: SHERI OMERNIK
DESIGNER: JULIE MAROHL CONSULTED W/:
REVISED BY: JM DATE: 1/23/13

DESIGN STAGE:
☑ CONCEPTUAL ☐ FINAL

ITEMS NEEDED PRIOR TO FABRICATION
☐ FIELD SURVEY/ MEASUREMENTS REQUIRED
☐ COMPUTER FILE OF LOGO REQUIRED
☐ COLORS TO BE DETERMINED

APPROVALS:
WITH APPROVAL OF THIS DESIGN I HEREBY GIVE ORDE SIGN & GRAPHICS, INC. PERMISSION TO BEGIN PRODUCTION ON THE SIGNAGE ILLUSTRATED.
I AGREE THAT ALL SPECIFICATIONS, SPELLING, COLORS AND ELEVATIONS LISTED ARE CORRECT AND APPROVED. ANY CHANGES MADE AFTER PRODUCTION HAS STARTED WILL RESULT IN ADDITIONAL CHARGES.
CLIENT SIGNATURE: DATE:
PC/ESTIMATOR SIGNATURE: DATE:

MEMBERS OF:
COLORS SHOWN ON ART MAY NOT REFLECT TRUE REPRESENTATION OF ACTUAL COLORS.

# Memorandum

To: City Council

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Orde Agreement

Date: March 19, 2013

We are asking the City Council to approve a resolution for an agreement with Orde Advertising to create and develop our signage plan for the De Pere Riverwalk and Wildlife Viewing Pier. Clauses in the agreement should cover the amount for the following;

- Two (2) large signs at the entrance to the Riverwalk with cultured stone bases in the amount of $23,130.13. The cultured stone would match the current stone patterns on the island.
- Up to twelve (12) individual donor signs.
- Mock up individual donor signs at a cost of $39.08 each.

We are asking to have the resolution completed so that it speeds up our process in getting some of the signs in time for our Grand Opening scheduled for the weekend of May 4.

Summary/Background:
In early January, we started the process of investigating options for various signs on the Riverwalk Project. The Board of Park Commissioners reviewed various proposals and eventually selected a theme from Orde Advertising that we refer as a "Maritime" theme. Several factors went into this selection, one of which was input we received from the Fox River System Navigational Authority (FRSNA).

While continuing discussions with the FRSNA and presenting at one of their meetings, we were informed of concerns with the signage plan submitted. The signage plan submitted to the FRSNA included locations of individual donor signs, benches, and interpretive signage. Upon receiving this information, we revised our plan to eliminate all interpretive signs on the island and reduced our individual donor signs by three. Once again, City staff attended a FRSNA meeting to discuss the new proposed plan. City Staff was informed there were several issues again.

Once we were informed of the continued concerns of our signage efforts, we felt it was no longer feasible to get a contract signed, get the signs completed, and have signs installed on-site before the grand opening event. At this point in time, we initiated the thought of mock-up signs. Mock up signs are temporary and can be placed until a resolution is found with the FRSNA.

We are continuing to work with the FRSNA in coming to a reasonable solution on recognizing donors. We have been provided information the theme of sign is not the issue, but the number, size, and methods of mounting the sign are concerns.

By approving the resolution, we obtain the ability to enter into an agreement with Orde to create our signs, gives us the flexibility to order only the signs we need at the time, and have the ability to produce mock up signs so that we can professionally recognize our large individual donors at the Grand Opening event. In approving the resolution, we believe we can still obtain the main sponsor and welcome sign and have mock up signs created in time for the Grand Opening.

ORDE Sign & Graphics Inc.

March 13, 2013

# City of DePere Riverwalk

**MODERN THEME:**

Page 5: **Entrance Monument Signs:**
12690 pg 6

Back plate of sign will be fabricated out of vandal-proof Fossil material. Donor names will be an acrylic panel with second surface vinyl (easily add future donors). Brick and foundation are not included in quote. Qty of 2 signs (prices are for two signs)
*Brick by DePere: $14,455.03*
*Cultured Stone Pillars by Orde (to match stone of site): $23,130.13*
*Brick Pillars by Orde: $21,344.08*

Page2: **Non-illuminated Wall Mount Signs:**
12690 pg.7
Fabricated out of layers of Fossil Material.
Each sign will have two fossil panels. Qty 12 signs total, 2 of the signs will be mounted to angled pole mount per design.$8,064.589

# Memorandum

To: City Council

From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Riverwalk Change Order #3

Date: March 19, 2013

Phase II construction is nearing its completion. In doing so, a number of events have occurred through the project to save the City money. First, we were able to coordinate leaving the rock used for the causeway on-site, which resulted in a credit of $20,000 to the City. Second, a change in navigation lights to match Phase I lighting resulted in a deduction of $1,200.

We are asking the City to approve Change Order #3 for a total reduction amount of $21,200.

# Change Order

**No. 3**

Date of Issuance: March 7, 2013 Effective Date: March 19, 2013

| | | |
|---|---|---|
| Project: Riverwalk & Wildlife Viewing Pier Phase II | Owner: City of De Pere | Owner's Contract No.: N/A |
| Contract: General Construction | | Date of Contract: September 10, 2012 |
| Contractor: Zenith Tech., Inc. | | Engineer's Project No.: 2012-2050.00 |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Deduct ($20,000) for salvaging causeway material from Viewing Pier and Fishing Dock and reusing on western bank of island in lieu of hauling off site per bid item. Deduct ($1,200) changing from specified navigation lights to LED lights to match Phase I lights

Attachments:

None

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

$ 1,228,000.00

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 2:

$ 12,740.66

Contract Price prior to this Change Order:

$ 1,240,740.66

~~[Increase]~~ [Decrease] of this Change Order:

$ 21,200

Contract Price incorporating this Change Order:

$ 1,219,540.66

**CHANGE IN CONTRACT TIMES:**

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): December 31, 2012

Ready for final payment (days or date): February 1, 2013

[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 2:

Substantial completion (days): April 1, 2013

Ready for final payment (days): May 1, 2013

Contract Times prior to this Change Order:

Substantial completion (days or date): April 1, 2013

Ready for final payment (days or date): May 1, 2013

~~[Increase]~~ ~~[Decrease]~~ of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): April 1, 2013

Ready for final payment (days or date): May 1, 2013

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Date: 3/8/13 | Date: | Date: 3/11/13 |

Approved by Funding Agency (if applicable): _____ Date: _____

**EJCDC No. C-941 (2002 Edition)**
**Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.**
**10/28/2011**

Memo City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointments
Date: March 15, 2013

---

I am submitting the following names for appointment at the March 19, 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 the individuals being submitted for your approval.

| **Board/Commission** | **Appointment** |
|---|---|
| Commission on Aging | Kathy Kane/Appointment |
| Commission on Aging | Jim Wiza/Appointment |

H:\lrenier\Appointments\2013\February 5, 2013 Appointment Letter.doc

PACKET: 03931 MAR 2013 COUNCIL - 2 3-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 6426 | ACL | | | | | | | |
| | I-201302-0 | ACL | R | 3/19/2013 | | 67.00CR | 067517 | 67.00 |
| 0217 | AGRI-PARTNERS COOPERATIVE | | | | | | | |
| | I-201303081999 | AGRI-PARTNERS COOPERATIVE | R | 3/19/2013 | | 99.98CR | 067518 | 99.98 |
| 2982 | ALL CITY COMMUNICATIONS | | | | | | | |
| | I-4699567-030113 | ALL CITY COMMUNICATIONS | R | 3/19/2013 | | 240.44CR | 067519 | 240.44 |
| 0009 | AMERICAN OVERHEAD DOOR | | | | | | | |
| | I-99366 | AMERICAN OVERHEAD DOOR | R | 3/19/2013 | | 98.00CR | 067520 | 98.00 |
| 6022 | APPLETON POST CRESCENT | | | | | | | |
| | I-7010194 | APPLETON POST CRESCENT | R | 3/19/2013 | | 611.90CR | 067521 | 611.90 |
| 0496 | ASTRO HYDRAULICS INC | | | | | | | |
| | I-40348 | ASTRO HYDRAULICS INC | R | 3/19/2013 | | 5.00CR | 067522 | 5.00 |
| 0020 | BADGERLAND PRINTING INC | | | | | | | |
| | I-21283 | BADGERLAND PRINTING INC | R | 3/19/2013 | | 198.00CR | 067523 | 198.00 |
| 0023 | BATTERIES PLUS LLC | | | | | | | |
| | I-501-385736 | BATTERIES PLUS LLC | R | 3/19/2013 | | 53.75CR | 067524 | 53.75 |
| 0027 | BAY TOWEL INC | | | | | | | |
| | I-1596766 | BAY TOWEL INC | R | 3/19/2013 | | 39.02CR | 067525 | |
| | I-1600004 | BAY TOWEL INC | R | 3/19/2013 | | 39.02CR | 067525 | 78.04 |
| 0042 | BROWN COUNTY HIGHWAY COMMISSION | | | | | | | |
| | I-201303082000 | BROWN COUNTY HIGHWAY COMMISSIO | R | 3/19/2013 | | 1,647.92CR | 067526 | 1,647.92 |
| 2944 | BROWN COUNTY JAIL | | | | | | | |
| | I-201303082001 | BROWN COUNTY JAIL | R | 3/19/2013 | | 1,360.00CR | 067527 | 1,360.00 |
| 6710 | CADRE | | | | | | | |
| | I-119848 | CADRE | R | 3/19/2013 | | 368.80CR | 067528 | |
| | I-120121 | CADRE | R | 3/19/2013 | | 368.80CR | 067528 | 737.60 |
| 0050 | CAMERA CORNER INC | | | | | | | |
| | I-420709P-IN | CAMERA CORNER INC | R | 3/19/2013 | | 2,300.00CR | 067529 | 2,300.00 |
| 6724 | CARAHSOFT TECHNOLOGY CORP | | | | | | | |
| | I-IN117821 | CARAHSOFT TECHNOLOGY CORP | R | 3/19/2013 | | 950.00CR | 067530 | |
| | I-IN119159 | CARAHSOFT TECHNOLOGY CORP | R | 3/19/2013 | | 950.00CR | 067530 | 1,900.00 |

PACKET: 03931 MAR 2013 COUNCIL - 2 3-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0115 | CARQUEST AUTO PARTS LLC | | | | | | | |
| | I-6339-163321 | CARQUEST AUTO PARTS LLC | R | 3/19/2013 | | 61.81CR | 067531 | |
| | I-6339-163894 | CARQUEST AUTO PARTS LLC | R | 3/19/2013 | | 19.64CR | 067531 | 81.45 |
| 6061 | CARRICO AQUATIC RESOURCES INC | | | | | | | |
| | I-20123481 | CARRICO AQUATIC RESOURCES INC | R | 3/19/2013 | | 10,414.00CR | 067532 | 10,414.00 |
| 0536 | CDW GOVERNMENT INC | | | | | | | |
| | I-X354198 | CDW GOVERNMENT INC | R | 3/19/2013 | | 2,332.00CR | 067533 | |
| | I-X380530 | CDW GOVERNMENT INC | R | 3/19/2013 | | 322.40CR | 067533 | |
| | I-X443216 | CDW GOVERNMENT INC | R | 3/19/2013 | | 135.29CR | 067533 | |
| | I-X591512 | CDW GOVERNMENT INC | R | 3/19/2013 | | 252.19CR | 067533 | |
| | I-X624184 | CDW GOVERNMENT INC | R | 3/19/2013 | | 219.46CR | 067533 | |
| | I-X684408 | CDW GOVERNMENT INC | R | 3/19/2013 | | 66.01CR | 067533 | |
| | I-X753060 | CDW GOVERNMENT INC | R | 3/19/2013 | | 105.94CR | 067533 | |
| | I-Z027275 | CDW GOVERNMENT INC | R | 3/19/2013 | | 86.01CR | 067533 | |
| | I-Z031037 | CDW GOVERNMENT INC | R | 3/19/2013 | | 190.68CR | 067533 | |
| | I-Z092009 | CDW GOVERNMENT INC | R | 3/19/2013 | | 88.35CR | 067533 | 3,798.33 |
| 2708 | CLEANING SOLUTION SERVICES INC | | | | | | | |
| | I-05-8007 | CLEANING SOLUTION SERVICES INC | R | 3/19/2013 | | 1,225.00CR | 067534 | |
| | I-05-8008 | CLEANING SOLUTION SERVICES INC | R | 3/19/2013 | | 1,261.85CR | 067534 | 2,486.85 |
| 5629 | CONSOLIDATED UTILITY SERVICES INC | | | | | | | |
| | I-0113DEPER | CONSOLIDATED UTILITY SERVICES | R | 3/19/2013 | | 80.00CR | 067535 | 80.00 |
| 3212 | DIXON ENGINEERING INC | | | | | | | |
| | I-13-6216 | DIXON ENGINEERING INC | R | 3/19/2013 | | 2,400.00CR | 067536 | 2,400.00 |
| 0782 | DRIVERS LICENSE GUIDE CO | | | | | | | |
| | I-638896 | DRIVERS LICENSE GUIDE CO | R | 3/19/2013 | | 80.80CR | 067537 | 80.80 |
| 0085 | EMERGENCY MEDICAL PRODUCTS INC | | | | | | | |
| | I-1536294 | EMERGENCY MEDICAL PRODUCTS INC | R | 3/19/2013 | | 66.45CR | 067538 | |
| | I-1536631 | EMERGENCY MEDICAL PRODUCTS INC | R | 3/19/2013 | | 254.90CR | 067538 | 321.35 |
| 0086 | EMPLOYEE RESOURCE CENTER INC | | | | | | | |
| | I-0213-065 | EMPLOYEE RESOURCE CENTER INC | R | 3/19/2013 | | 327.50CR | 067539 | 327.50 |
| 6725 | GALLAGHER'S PIZZA INC. | | | | | | | |
| | I-3448 | GALLAGHER'S PIZZA INC. | R | 3/19/2013 | | 395.37CR | 067540 | 395.37 |

PACKET: 03931 MAR 2013 COUNCIL - 2 3-19-13
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BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0111 | GAT SUPPLY INC | | | | | | | |
| | I-14768 | GAT SUPPLY INC | R | 3/19/2013 | | 36.50CR | 067541 | 36.50 |
| 2544 | GLOBAL RECOGNITION INC | | | | | | | |
| | I-132195 | GLOBAL RECOGNITION INC | R | 3/19/2013 | | 122.75CR | 067542 | 122.75 |
| 0116 | GRAINGER INC | | | | | | | |
| | I-9073203367 | GRAINGER INC | R | 3/19/2013 | | 219.70CR | 067543 | 219.70 |
| 2565 | GREEN BAY PARKS REC & FORESTRY | | | | | | | |
| | I-1051222.001 | GREEN BAY PARKS REC & FORESTRY | R | 3/19/2013 | | 180.00CR | 067544 | 180.00 |
| 3521 | HD SUPPLY WATERWORKS LTD | | | | | | | |
| | C-6263943 | HD SUPPLY WATERWORKS LTD | R | 3/19/2013 | | 120.00 | 067545 | |
| | I-6206551 | HD SUPPLY WATERWORKS LTD | R | 3/19/2013 | | 90.84CR | 067545 | |
| | I-6214655 | HD SUPPLY WATERWORKS LTD | R | 3/19/2013 | | 216.25CR | 067545 | |
| | I-6234338 | HD SUPPLY WATERWORKS LTD | R | 3/19/2013 | | 95.00CR | 067545 | 282.09 |
| 5484 | HYDRO DESIGNS INC | | | | | | | |
| | I-28619-IN | HYDRO DESIGNS INC | R | 3/19/2013 | | 2,876.00CR | 067546 | |
| | I-28647-IN | HYDRO DESIGNS INC | R | 3/19/2013 | | 1,657.00CR | 067546 | 4,533.00 |
| 1399 | INDOFF INC | | | | | | | |
| | I-2237099 | INDOFF INC | R | 3/19/2013 | | 12.95CR | 067547 | |
| | I-2237590 | INDOFF INC | R | 3/19/2013 | | 148.75CR | 067547 | |
| | I-2238189 | INDOFF INC | R | 3/19/2013 | | 44.31CR | 067547 | |
| | I-2241833 | INDOFF INC | R | 3/19/2013 | | 123.90CR | 067547 | |
| | I-2242583 | INDOFF INC | R | 3/19/2013 | | 97.13CR | 067547 | |
| | I-2242594 | INDOFF INC | R | 3/19/2013 | | 32.90CR | 067547 | |
| | I-2243242 | INDOFF INC | R | 3/19/2013 | | 35.99CR | 067547 | |
| | I-2245886 | INDOFF INC | R | 3/19/2013 | | 357.00CR | 067547 | 852.93 |
| 2602 | JOSSART BROTHERS INC | | | | | | | |
| | I-18119 | JOSSART BROTHERS INC | R | 3/19/2013 | | 2,025.50CR | 067548 | |
| | I-18121 | JOSSART BROTHERS INC | R | 3/19/2013 | | 1,168.00CR | 067548 | 3,193.50 |
| 0156 | LAWSON PRODUCTS INC | | | | | | | |
| | I-9300539014 | LAWSON PRODUCTS INC | R | 3/19/2013 | | 77.35CR | 067549 | 77.35 |
| 0159 | LEXIS NEXIS INC | | | | | | | |
| | I-1302262966 | LEXIS NEXIS INC | R | 3/19/2013 | | 207.65CR | 067550 | 207.65 |

PACKET: 03931 MAR 2013 COUNCIL - 2 3-19-13

VENDOR SET: 01

BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 5269 | MASTERFILES INC | | | | | | | |
| | I-2908031301 | MASTERFILES INC | R | 3/19/2013 | | 15.20CR | 067551 | 15.20 |
| 0173 | MENARDS INC | | | | | | | |
| | I-15629 | MENARDS INC | R | 3/19/2013 | | 301.00CR | 067552 | 301.00 |
| 1630 | BRIAN MITCHELL | | | | | | | |
| | I-4454 | BRIAN MITCHELL | R | 3/19/2013 | | 511.00CR | 067553 | 511.00 |
| 3125 | MORTON SALT INC | | | | | | | |
| | I-5400107006 | MORTON SALT INC | R | 3/19/2013 | | 15,805.84CR | 067554 | 15,805.84 |
| 1114 | MOTION INDUSTRIES INC | | | | | | | |
| | I-WI07-315083 | MOTION INDUSTRIES INC | R | 3/19/2013 | | 31.32CR | 067555 | |
| | I-WI07-315291 | MOTION INDUSTRIES INC | R | 3/19/2013 | | 13.70CR | 067555 | 45.02 |
| 5433 | NORTHEAST WI TECH COLLEGE | | | | | | | |
| | I-SFT0000072434 | NORTHEAST WI TECH COLLEGE | R | 3/19/2013 | | 582.47CR | 067556 | 582.47 |
| 0187 | NSIGHT TELSERVICES | | | | | | | |
| | I-201303082002 | NSIGHT TELSERVICES | R | 3/19/2013 | | 64.40CR | 067557 | 64.40 |
| 1160 | OFFICEMAX INC | | | | | | | |
| | I-992603 | OFFICEMAX INC | R | 3/19/2013 | | 59.72CR | 067558 | 59.72 |
| 4728 | OSHKOSH FIRE & POLICE EQUIPMENT INC | | | | | | | |
| | I-150336 | OSHKOSH FIRE & POLICE EQUIPMEN | R | 3/19/2013 | | 69.00CR | 067559 | 69.00 |
| 0199 | PARKER COATINGS INC | | | | | | | |
| | I-263504 | PARKER COATINGS INC | R | 3/19/2013 | | 132.62CR | 067560 | 132.62 |
| 0584 | PATRICK ZELZER AND ASSOCIATES | | | | | | | |
| | I-ZEL-2013001008 | PATRICK ZELZER AND ASSOCIATES | R | 3/19/2013 | | 75.00CR | 067561 | |
| | I-ZEL-2013001009 | PATRICK ZELZER AND ASSOCIATES | R | 3/19/2013 | | 40.00CR | 067561 | 115.00 |
| 0227 | REINDERS INC | | | | | | | |
| | I-1418719-00 | REINDERS INC | R | 3/19/2013 | | 179.75CR | 067562 | |
| | I-1418952-00 | REINDERS INC | R | 3/19/2013 | | 300.19CR | 067562 | |
| | I-1418988-00 | REINDERS INC | R | 3/19/2013 | | 75.80CR | 067562 | |
| | I-1422081-00 | REINDERS INC | R | 3/19/2013 | | 118.00CR | 067562 | 673.74 |
| 5632 | RW MANAGEMENT GROUP INC | | | | | | | |
| | I-0313-597 | RW MANAGEMENT GROUP INC | R | 3/19/2013 | | 9,000.00CR | 067563 | 9,000.00 |

PACKET: 03931 MAR 2013 COUNCIL - 2 3-19-13

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BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 0501 | SAINT MARY'S HOSPITAL MEDICAL CNTR | | | | | | | |
| | I-11456 | SAINT MARY'S HOSPITAL MEDICAL | R | 3/19/2013 | | 3.50CR | 067564 | 3.50 |
| 0242 | SCOTT CONSTRUCTION INC | | | | | | | |
| | I-10426MB | SCOTT CONSTRUCTION INC | R | 3/19/2013 | | 2,406.11CR | 067565 | |
| | I-10436MB | SCOTT CONSTRUCTION INC | R | 3/19/2013 | | 951.56CR | 067565 | 3,357.67 |
| 0248 | SHOPKO CO LLC | | | | | | | |
| | I-201303082003 | SHOPKO CO LLC | R | 3/19/2013 | | 14.97CR | 067566 | |
| | I-201303082004 | SHOPKO CO LLC | R | 3/19/2013 | | 115.86CR | 067566 | 130.83 |
| 4094 | STATE BAR OF WISCONSIN | | | | | | | |
| | I-479627 | STATE BAR OF WISCONSIN | R | 3/19/2013 | | 72.35CR | 067567 | 72.35 |
| 0255 | STELLPFLUG LAW SC | | | | | | | |
| | I-406-01M (203) | STELLPFLUG LAW SC | R | 3/19/2013 | | 666.00CR | 067568 | 666.00 |
| 0257 | STREICHER'S INC | | | | | | | |
| | I-I1000940 | STREICHER'S INC | R | 3/19/2013 | | 36.98CR | 067569 | |
| | I-I1002325 | STREICHER'S INC | R | 3/19/2013 | | 84.99CR | 067569 | 121.97 |
| 3378 | STRYKER SALES CORP | | | | | | | |
| | I-1256547 M | STRYKER SALES CORP | R | 3/19/2013 | | 78.75CR | 067570 | 78.75 |
| 3990 | TDS METROCOM LLC | | | | | | | |
| | I-201303112015 | TDS METROCOM LLC | R | 3/19/2013 | | 211.00CR | 067571 | 211.00 |
| 0417 | TWEET GAROT MECHANICAL INC | | | | | | | |
| | I-176734 | TWEET GAROT MECHANICAL INC | R | 3/19/2013 | | 306.00CR | 067572 | 306.00 |
| 0272 | UNIFORM SHOPPE INC | | | | | | | |
| | I-217143 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 725.00CR | 067573 | |
| | I-217150 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 675.00CR | 067573 | |
| | I-217152 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 675.00CR | 067573 | |
| | I-217906 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 90.00CR | 067573 | |
| | I-218164 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 56.95CR | 067573 | |
| | I-218165 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 184.75CR | 067573 | |
| | I-218213 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 690.00CR | 067573 | |
| | I-218214 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 690.00CR | 067573 | |
| | I-218423 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 189.85CR | 067573 | |
| | I-218497 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 169.85CR | 067573 | |
| | I-218522 | UNIFORM SHOPPE INC | R | 3/19/2013 | | 81.90CR | 067573 | 4,228.30 |

PACKET: 03931 MAR 2013 COUNCIL - 2 3-19-13

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BANK : AP ASSOCIATED

| VENDOR | NAME / I.D. | DESC | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 6726 | UWMF - DEPT OF PEDIATRICS | | | | | | | |
| | I-201303082005 | UWMF - DEPT OF PEDIATRICS | R | 3/19/2013 | | 150.00CR | 067574 | 150.00 |
| 0277 | VAN'S FIRE & SAFETY INC | | | | | | | |
| | I-4043968 | VAN'S FIRE & SAFETY INC | R | 3/19/2013 | | 45.00CR | 067575 | 45.00 |
| 3085 | VANDERLOOP'S SHOES INC | | | | | | | |
| | I-C616427 | VANDERLOOP'S SHOES INC | R | 3/19/2013 | | 100.00CR | 067576 | 100.00 |
| 0692 | WI DEPT OF JUSTICE | | | | | | | |
| | I-201303112016 | WI DEPT OF JUSTICE | R | 3/19/2013 | | 21.00CR | 067577 | 21.00 |

| * * T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---|---|---|---|---|
| REGULAR CHECKS: | 61 | 0.00 | 76,356.13 | 76,356.13 |
| 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: | 61 | 0.00 | 76,356.13 | 76,356.13 |

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 03931 MAR 2013 COUNCIL - 2 3-19-13

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BANK : AP ASSOCIATED

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

** POSTING PERIOD RECAP **

| FUND | PERIOD | AMOUNT |
|---|---|---|
| 100 | 3/2013 | 59,925.56CR |
| 201 | 3/2013 | 171.81CR |
| 208 | 3/2013 | 80.00CR |
| 209 | 3/2013 | 1,900.00CR |
| 601 | 3/2013 | 14,116.09CR |
| 650 | 3/2013 | 162.67CR |
| ALL | | 76,356.13CR |

| CITY OF DE PERE - March 19, 2013 | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| ITEM# | NAME | ADDRESS | CITY | ST | ZIP |
| **Previously Tabled Operator Licenses for the 2012-2014 Licensing Period** | | | | | |
| 1 | KITSON, MICHAEL J. | 1680 W. MAIN CIRCLE, APT. 97 | DE PERE | WI | 54115 |
| **Temporary Operator Licenses for the 2012-2014 Licensing Period** | | | | | |
| 1 | KISSEL, KEVIN M. | 905 GRANT STREET | DE PERE | WI | 54115 |
| 2 | PASTERSKI, DEBRA A. | 905 GRANT STREET | DE PERE | WI | 54115 |
| 3 | ZULLNER, SANDRA L. | 211 NOB HILL LANE | DE PERE | WI | 54115 |
| **Operator Licenses for the 2012-2014 Licensing Period** | | | | | |
| 1 | GILLIGAN, JOCELYN S. | 2698 WEST POINT ROAD | GREEN BAY | WI | 54304 |
| 2 | HAMILTON, BRENNA N. | 215 S. MICHIGAN STREET | DE PERE | WI | 54115 |
| 3 | HOGENSON, KAREN M. | 1439 CROOKS STREET | GREEN BAY | WI | 54301 |
| 4 | KISSNER, MEAGAN V. | 426 S. WEBSTER AVE., APT. 3 | GREEN BAY | WI | 54301 |
| 5 | MATTSON, CHRISTINA M. | 1106 PILGRIM WAY, APT. A | GREEN BAY | WI | 54304 |