



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, March 17, 2015

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 17, 2015** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the March 3, 2015 Common Council Meeting.
4. Public Hearing to act on proposed amendments to the De Pere Zoning Code to amend Section 14-60(6)(i).
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #15-12, Amending §14-60(6)(I) De Pere Municipal Code Regarding Outdoor Storage and Refuse and Recycle Storage.
5. Public comment upon matters not on the agenda or other announcements.
6. Recommendation from the License Committee on an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class B Retail License for the sale of fermented malt beverages and intoxicating liquors issued to Studio 132, 132 S. Broadway, De Pere WI 54115.
7. Recommendation from the Board of Public Works to Award for Project 15-13 Crackfilling to Asphalt Seal and Repair, Inc. In the Amount of \$87,468.00.
8. Recommendation from the Board of Public Works to Award Contract 15-03 Sewer Lining-CIPP to Insituform Technologies USA, Inc. In the Amount of \$208,896.00.
9. Recommendation from the Board of Public Works to Award Contract 15-01 Sewer & Water Relay & Street Resurfacing to Jossart Brothers, Inc. In the Amount of \$1,618,931.35
10. Recommendation from the Board of Public Works to Award Contract 15-15 Televising to Green Bay Pipe & TV, LLC in the Amount of \$53,793.00.
11. Recommendation from the Finance/Personnel Committee to Approve Request for the Installation of Fiber Optic Cable at Station 2.
12. Recommendation from the Finance and Personnel Committee to approve \$500 donation from the Kress Inn & Bemis Conference Center in support of De PereTV.

13. Ordinance #15-11, Amending Chapter 106 De Pere Municipal Code Regarding Special Events and Penalties (tabled at February 17, 2015 Common Council Meeting) (first reading at March 3, 2015 Common Council Meeting) (second reading).
14. Ordinance #15-13, Amending Chapter 82 De Pere Municipal Code Regarding Refuse or Rubbish Drop-Off Site(s).
15. Ordinance #15-14, Repealing and Recreating Section 10-17(h) De Pere Municipal Code Regarding Public Record Retention and Destruction.
16. Resolution #15-26, Authorizing Submission of City of De Pere Record Retention Schedules to the State Public Records Board and Implementation of the Same Upon Approval Thereof.
17. Resolution #15-27, Authorizing License Agreement with Thomson Reuters (Tax & Accounting), Inc. (CS Professional Suite Software).
18. Resolution #15-28, Authorizing Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc. (Water Management Assistance Program).
19. Resolution #15-29, Authorizing Agreement to Administer a Retail Food Program for the Wisconsin Department of Agriculture, Trade and Consumer Protection.
20. Resolution #15-30, Authorizing Agent Agreement with Wisconsin Department of Health Services.
21. Resolution #15-31, Authorizing Police Department Application for Crime Prevention Foundation Grant.
22. Resolution # 15-32, Authorizing Agreement for Consulting Services Between the City of De Pere and R. A. Smith National, Inc. (2015 Storm Water Management Planning).
23. Resolution #15-33, Approving Annual Report Under Separate Storm Sewer System (MS4) Permit and its Submission to the Department of Natural Resources (DNR).
24. Resolution #15-34, Authorizing Execution of Conveyance in Rights to Land in favor of Wisconsin Department of Transportation.
25. Voucher Approval.
26. Operator License Applications.
27. Future Agenda Items.
28. Discuss Status of Redevelopment Agreement Between the City of De Pere, the Redevelopment Authority of the City of De Pere and Centre Ville, LLC (MAC Dental) (This item is for joint consideration by the Redevelopment Authority and Common Council).

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

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

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(g), the

Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

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

29. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons

Mayor

City Administrator

Department Heads

TV, Newspaper & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Mazanec, R. A. Smith National

Jossart, Jossart Brothers

Lause, Insituform Technologies USA, LLC

Stepaniak, Asphalt Seal & Repair Inc.

DeKeyser, Green Bay Pipe & TV, LLC

Michaletz, Leah, Studio 132 LLC

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

MEETING DATE: March 17, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the March 3, 2015 Common Council Meeting.

ATTACHMENTS:

- 3-03-2015 Common Council Minutes (DOC)



Common Council

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, March 3, 2015

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on March 3, 2015 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

2. Pledge of allegiance to the Flag. Mayor Walsh introduced Mark and Alex of Boy Scout Troop 1043 and asked them to lead the Common Council in saying the Pledge of Allegiance.
3. Approval of the Minutes of the February 17, 2015 Common Council Meeting.

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

4. Approval of the Minutes of the February 19, 2015 Special Meeting of the Common Council.

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

5. Public comment upon matters not on the agenda or other announcements. None.
6. Recommendation from the Board of Park Commissioners is requesting approval for the donation from Cellcom for Summer Day Camp.

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

7. Recommendation from the Board of Park Commissioners to approve the donation from De Pere Optimist Club for Easter Egg Hunt.

Attachment: 3-03-2015 Common Council Minutes (3207 : Approval of the Minutes of the March 3, 2015 Common Council Meeting.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

8. Recommendation from the Board of Park Commissioners to approve donation from De Pere Optimist Club for the Summer Day Camp.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

9. Recommendation from the Board of Park Commissioners to approve the Donation for Fence Addition at Legion Park.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

10. Recommendation from the Board of Park Commissioners to approve the Donation for Big Rig Gig Event in May.

City Parks Director Marty Kosobucki explained the Big Rig Gig event to the Council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

11. Recommendation from the Board of Park Commissioners to approve the Little Free Library donations by De Pere School District to Optimist & Legion Parks.

City Parks Director Marty Kosobucki explained the location of the Little Free Library.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

12. Recommendation from the Plan Commission for an extraterritorial CSM for 2 lot CSM in the Town of Lawrence. Surveyor: Vande Hei.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

13. Recommendation from the Plan Commission to approve the CSM Application for an extraterritorial CSM for 2 lot CSM in the Town of Ledgeview. Surveyor: Mau.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

14. Recommendation from the Plan Commission to approve the CSM Application for an extraterritorial CSM for 2 lot CSM in the Town of Rockland. Surveyor: Zeitler.

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

15. Ordinance #15-11, Amending Chapter 106 De Pere Municipal Code Regarding Special Events and Penalties (tabled at February 17, 2015 Common Council Meeting).

Chief Derek Beiderwieden came forward and shared background on the ordinance with the Council. He had invited local event organizers to a meeting held on February 27th to solicit feedback from them on the proposed ordinance and fee schedule. He stated there was strong support for the ordinance itself and some support for the proposed fees and that there was also strong non-support for the highest fee of \$250. He also stated that some of the small event organizers thought that though they fell into the high hazard category, they shouldn't have to pay the high hazard fee. He referenced a memo from himself and City Attorney Judy Schmidt-Lehman with some alternative suggestions. Discussion on the ordinance regarding non-profits followed. Alderperson Bauer moved, seconded by Alderperson Boyd to amend the ordinance to remove the "3" from reference to 501(c)(3) designations in the ordinance. Discussion followed regarding the different classifications of non-profit organizations and the different fees for the different designations of hazard level. Upon vote on the amendment, motion carried 5-3 with Alderpersons Crevier, Lueck and Raasch voting nay.

Alderperson Bauer moved, seconded by Alderperson Boyd to amend the ordinance to move runs/walks of less than 10 kilometers in distance from the high risk category to the medium risk category. Discussion followed regarding administrative fees, the difference between different types of events, and the application and permit process. Upon vote on the amendment, motion failed 2-6 with Alderperson Bauer and Boyd voting ay.

Upon vote on the ordinance as amended, motion carried 7-1 with Alderperson Lueck voting nay. A second reading of the ordinance is required.

RESULT:	SECOND READING REQUIRED [7 TO 1]
MOVER:	Kevin Bauer, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Bauer, Boyd, Crevier, Donovan, Kneiszel, Raasch, Rafferty
NAYS:	Larry Lueck

16. Resolution #15-20, Setting Fee for Special Event Permit (tabled at February 17, 2015 Common Council Meeting).

The Common Council discussed the list of options provided from the meeting with Chief Derek Beiderwieden. Alderperson Raasch moved, seconded by Alderperson Boyd to amend the resolution to reflect option #4, a \$25 permit fee for low hazard events, and a \$50 permit fee for the medium and high categories with a 10% administrative fee for any/all services billed with a maximum cap of \$250 in fees. Discussion on this option

followed. Upon vote on the amendment, motion carried 6-2 with Alderpersons Kneiszel and Lueck voting nay. Discussion followed. Upon vote on the resolution as amended, motion carried 7-1 with Alderperson Lueck voting nay.

RESULT: ADOPTED [7 TO 1]
MOVER: Kevin Bauer, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Raasch, Rafferty
NAYS: Larry Lueck

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

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

18. Voucher Approval.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dean Raasch, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Bauer, Boyd, Crevier, Donovan, Kneiszel, Lueck, Raasch, Rafferty

19. Operator License Applications.

CITY OF DE PERE - FEBRUARY 3, 2015					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	ANDERSON, KRISTA A.	1269 VANDERBRAAK ST.	GREEN BAY	WI	54302
2	HORNE, TRACY L.	1365 MESA DR., #12	GREEN BAY	WI	54304
3	PAHL, KAMI A.	605 JAMES ST.	DE PERE	WI	54115
4	SHEEHAN, DANIEL J.	1571 SILVERSTONE TR., #6	DE PERE	WI	54115
Temporary Operator License Applications					
1	ACHTEN, JAY G.	1190 DREWS DR.	DE PERE	WI	54115
2	DAY, DENNIS R.	1720 SUNNYSIDE LN.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	ADHIKARI, SHARADA	4024 E. BRAEBURN DR.	APPLETON	WI	54913
2	FRYE, TYLER R.	625 REID ST.	DE PERE	WI	54115
3	JACOBS, TIMOTHY L.	6724 HILLSIDE RD.	PICKETT	WI	54964
4	KRAMER, JANE A.	1487 NAVIGATOR WAY, #39	DE PERE	WI	54115
5	NEUAONE, JOSE M.	509 VROMAN	GREEN BAY	WI	54303
6	PANSIER, NICOLE A.	416 LANDE ST.	DE PERE	WI	54115
7	RIEBE, II DAVID J.	250 BRYAN ST.	GREEN BAY	WI	54301
8	WATTS, TONY N.	1011 S. SIXTH ST.	DE PERE	WI	54115

Alderperson Bauer moved, seconded by Alderperson Rasch to approve Previously Tabled Operator License Applications #3 and 4 and to table Previously Tabled Operator License Applications #1 and 2. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Boyd to approve Temporary Operator License Applications #1 and 2. Upon vote, motion carried unanimously. Alderperson Bauer moved, seconded by Alderperson Raasch to approve Operator

- License Applications #1-8. Upon vote, motion carried unanimously.
20. Future Agenda Items.
- Alderson Crevier requested consideration of removal of Municipal Code Chapter 8-2, Exemption A - For use in the hunting of migratory birds and waterfowl in that portion of the Fox River contiguous to unincorporated areas which allow hunting, and in accordance with state regulations.
21. Adjournment. Alderson Bauer moved, seconded by Alderson Crevier to adjourn the meeting at 8:55 p.m. Upon vote, motion carried unanimously.

Respectfully submitted,

Shana Defnet, Clerk - Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Ordinance #15-12, Amending §14-60(6)(I) De Pere Municipal Code Regarding Outdoor Storage and Refuse and Recycle Storage.

The Plan Commission recommended approval of the proposed code changes at its February 23, 2015 meeting.

ATTACHMENTS:

- Ord15-12 (DOCX)
- PC_Staff_Feb_Zoning Amendment (PDF)
- PC_ZA_OutdoorStorage_2-24-15 (DOCX)

ORDINANCE #15-12

AMENDING §14-60(6)(i) DE PERE MUNICIPAL CODE
REGARDING OUTDOOR STORAGE AND REFUSE AND RECYCLE STORAGE

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change to the zoning code pertaining to rezoning protest petitions and time for council action on rezoning applications 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 17th day of March, 2015 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. §14-60(6)(i), *Screening of outdoor storage* is hereby repealed and recreated as follows:

§14-60(6)(i), *Outdoor storage, excluding refuse and recyclable containers or receptacles, which are governed by §14-60(6)(j):*

1. Outdoor storage is not permitted in the R-3, R-4, B-1, B-2, B-3, CE-O-1, CE-O-2 and I-B-1 Districts.
2. Outdoor storage areas shall not exceed 10% of the lot area or ½ acre whichever is less unless approved by the Plan Commission.
3. Outdoor storage shall be limited to the rear 25% of the side yard and the rear yard.
4. Outdoor storage shall not encroach within a required setback.
5. The outdoor storage area shall be a compliant hard surface (gravel is not allowed).
6. Outdoor storage shall be contiguous to the building.
7. Outdoor storage shall be enclosed by a fence that is 100% impervious to sight.
8. Fences shall be made of a matching non-metal building material, vinyl or masonry material.
9. No material / product may be stored higher than the required fencing.
10. A five foot wide landscaped area shall be provided along all fence areas with ground cover, shrubs or trees planted at an average spacing of 30 ft on center.

Section 2. §14-60(6)(j), *Refuse and recycle storage*, is hereby created as follows:

1. Refuse and recycle containers shall be stored within an enclosure.
2. Refuse and recycle enclosure shall be limited to refuse and recycle receptacles.
3. Enclosure shall be 100% impervious to sight.
4. The enclosure and gate shall be a matching metal building material, vinyl, brick, masonry, or composite wood. Chain link fence with slats is not permitted.
5. The enclosure shall be at least (1) foot higher than the receptacle(s). No refuse or recycle may be stored higher than the enclosure.
6. The refuse and recycle storage area shall be a compliant hard surface (gravel is not allowed).
7. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.

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

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

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

Item #9: Review the zoning text amendment for outdoor storage and trash enclosure standards (Chapter 14.60(6)).*

In the current City design code (which is chapter 14.60), we do not have clear standards for outdoor storage and trash enclosures (see existing wording below). When working with businesses, staff is seeing more requests for clearer standards. Staff researched codes from neighboring communities and also some samples from throughout the state to see what other standards have been developed.

It was clear from the research that outdoor storage and refuse enclosures need to be addressed separately. With these items defined in their own section, staff was able to find some great ideas that could be used to develop the standards (see recommended changes).

Recommendation

Staff would recommend approval of the new proposed code changes and that the changes be forwarded to the Common Council for a public hearing and approval.

Existing Code

14-60.(6).(i). Screening of outdoor storage: All materials, equipment, and receptacles and containers for refuse and recyclables shall be stored within a building or fully screened so as not to be visible from adjoining properties, and be located in the side or rear yard, except for construction and landscaping materials currently being used or intended for use on the premises within six (6) months.

Proposed Code:

14-60.(6).(i). Outdoor Storage: Receptacles and containers for refuse and recyclables are covered in section 14-60.(6).(j).

1. Outdoor storage is not permitted in the R-3, R-4, B-1, B-2, B-3, CE-O-1, CE-O-2 and I-B-1 Districts.
2. Outdoor storage areas shall not exceed 10% of the lot area or ½ acre whichever is less unless approved by the Plan Commission.
3. Outdoor storage shall be limited to the rear 25% of the side yard and the rear yard.
4. Outdoor storage shall not encroach within a required setback.
5. The outdoor storage area shall be a compliant hard surface (gravel is not allowed).
6. Outdoor storage shall be contiguous to the building.
7. Outdoor storage shall be enclosed by a fence that is 100% impervious to sight.
8. Fences shall be made of a matching non-metal building material, vinyl or masonry material.
9. No material / product may be stored higher than the required fencing.
10. A five foot wide landscaped area shall be provided along all fence areas with ground cover, shrubs or trees planted at an average spacing of 30 ft on center.

14-60.(6).(j). Refuse and Recycle Storage: The standards defined below are for all zoning districts except for R-1 and R-2 which must comply with Chapter 82.

1. Refuse and recycle containers shall be stored within an enclosure.
2. Refuse and recycle enclosure shall be limited to refuse and recycle receptacles.
3. Enclosure shall be 100% impervious to sight.
4. The enclosure and gate shall be a matching metal building material, vinyl, brick, masonry, or composite wood. Chain link fence with slats is not permitted.
5. The enclosure shall be at least (1) foot higher than the receptacle(s). No refuse or recycle may be stored higher than the enclosure.
6. The refuse and recycle storage area shall be a compliant hard surface (gravel is not allowed).
7. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Recommendation from the License Committee on an evidentiary hearing before the Common Council to consider the suspension or revocation of the Class B Retail License for the sale of fermented malt beverages and intoxicating liquors issued to Studio 132, 132 S. Broadway, De Pere WI 54115.

I am requesting a pre-hearing on the license of Studio 132, located at 132 S Broadway, based on numerous calls for service and self-initiated activity by the police department.

Studio 132 license became effective July 1, 2014. Since that time police have discovered on certain nights special performing acts [events] are presented which draw patron followers, much like groupie's, who travel from south east Wisconsin, Green Bay and more locally to attend. The patrons attending the event have sometimes become unruly especially in adjoining public spaces like the parking lot to the north of Studio 132 and on Broadway in front of the bowling alley at 132 S. Broadway. Police have discovered there are a number of times the police were not summoned for disturbances in or around Studio 132. The following is a listing of issues police have so far discovered related to Studio 132.

1. On September 27, 2014, a call was received regarding a hit and run/fight on Broadway. Participants in the fight were patrons of Studio 132. Two males arrested for disorderly and battery, Electronic Control Device deployed to subdue one male. Event at Studio 132 was a "Twerking" Contest. Large crowd had gathered at scene of disturbance.
2. On October 11, 2014, a call was received there was a disturbance call with 20 people fighting. The next call was that there were people leaving in vehicles at high rates of speed. Area cleared out prior to officer arrival.
3. On November 2, 2014, call received about a noise complaint from Studio 132 and from associated cars in parking lot. Police instructed Studio 132 staff to turn music volume down. Staff complied. Noise from parking lot not observed while police on scene.
4. December 13, 2014, police observed disturbance and assisted security guard with intoxicated female who wouldn't leave from Studio 132.
5. January 1, 2015, male called and claimed guns were on the premises. Police unable to locate

any guns due to large crowd. Male remained anonymous.

6. February 15, 2015 at 2:34am, call was received of a male security guard down who had been pistol whipped and was injured. Police discovered injured party with severe head laceration. Suspects left scene. Information received by police indicated security guards and patrons had witnessed some 4 shots fired 20 minutes earlier at a vehicle but failed to report to police. Shell casings found at scene. Vehicle that was shot at recovered in Green Bay and evidence processed. Suspects for the assault still at large.
7. Fire Department had declared Studio capacity at 89 persons. Sign was ripped off wall. Police believed there was an over capacity on last several calls, estimated to be 140 or more patrons and notified Fire Department. Officers also observed patrons were using the bowling alley bar as additional space to mingle and purchase alcohol, food, etc. Patrons freely crossed back and forth between bars. The doors between the bars were wide open. Premise descriptions do not allow for crossing over to another bar and thus avoid overcrowding. Staff at Studio 132 indicated that at only an 89 person capacity, they can't make a profit at events. Fire Department re-inspected and signed capacity temporarily at 85. A final capacity will be determined with assistance of Building Department.
8. Found on internet: All-you-can-drink specials that occurred August 22, 28 and September 4 and 10, 2014, that are prohibited by city ordinance.
9. During calls for service, police have observed a smell of marijuana but due to crowds were unable to locate sources. It is expected the staff also smelled it but took no additional action.
10. Several OWI stops in a 6-month period of time have been associated with Studio 132.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Public Works

FROM: Jeni Dupont

SUBJECT: Recommendation from the Board of Public Works to Award for Project 15-13 Crackfilling to Asphalt Seal and Repair, Inc. In the Amount of \$87,468.00.

The Board of Public Works recommendation is to award the bid to Asphalt Seal & Repair Inc in the amount of \$87,468.00

The Engineering Department received bids for Project 14-13 Crackfilling on February 26th. Five contractors took plans for the project. This work is for maintenance of streets and parking lots. One bid was received as follows:

Bidder	Amount
Asphalt Seal & Repair, Inc.	\$87,468.00

An additional bid was provided the day after bids were open. It had been delivered to the wrong address. The contractor informed the City Engineer that he had seen the bid tabulation on-line and instructed us not to open his bid because it would not be less than the bid opened the day prior.

The budget included \$114,500 from general obligation debt to complete this work. .

ATTACHMENTS:

- 15-13 Bid Tab(PDF)

PROJECT 15-13 CRACKFILLING

7.a

BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Asphalt Seal and Repair, Inc.					
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SC-01	Crackfilling	LB	90,000	\$ 0.94	\$ 84,510.00		\$ -		\$ -
SC-02	Seal Coating	SF	30,800	\$ 0.08	\$ 2,464.00		\$ -		\$ -
SC-03	Pavement Marking	LF	1,300	\$ 0.38	\$ 494.00		\$ -		\$ -
TOTAL AMOUNT BID					\$87,468.00		\$0.00		\$0.00

Attachment: 15-13 Bid Tab (3225 : Recommendation from the BOPW for Award for Project 15-13

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award Contract 15-03 Sewer Lining-CIPP to Insituform Technologies USA, Inc. In the Amount of \$208,896.00.

The Board of Public Works recommendation is to accept the bid from Insituform Technologies USA, Inc. in the amount of \$208,896.00.

The Engineering Department received bids on Project 15-03 - Pipe Lining-CIPP on February 26th. The project consists of pipe lining of deteriorated sewers at locations around the City. The bids received were as follows:

Bidder	Amount
Insituform Technologies USA, Inc.	\$208,896.00
Visu-Sewer, Inc.	\$209,029.00
McCann's Sewer and Drain	\$275,891.50
Michels Corporation	\$298,215.00

The budgeted amount from the capital improvement budget is \$266,000. Funding will be from the sewage revenue fund.

ATTACHMENTS:

- 15-03 Bid Tab(PDF)

PROJECT 15-03 SEWER LINING

BID TAB



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Insituform Tech USA, Inc.		Visu-Sewer		McCann's Sewer and Drain		Michels Corporation	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT I
SP-01	8-Inch CIPP – Lost Dauphin	LF	720	\$20.60	\$14,832.00	\$21.70	\$15,624.00	\$28.90	\$20,808.00	\$31.50	\$22,680.00
SP-02	8-Inch CIPP – Stevens Street	LF	1315	\$21.30	\$28,009.50	\$21.70	\$28,535.50	\$28.90	\$38,003.50	\$31.50	\$41,422.50
SP-03	8-Inch CIPP – Tenth Street	LF	905	\$22.30	\$20,181.50	\$21.70	\$19,638.50	\$28.90	\$26,154.50	\$31.50	\$28,507.50
SP-04	8-Inch CIPP – S. Adams Street	LF	305	\$23.20	\$7,076.00	\$21.70	\$6,618.50	\$28.90	\$8,814.50	\$31.50	\$9,607.50
SP-05	8-Inch CIPP - Clay Street	LF	1750	\$21.70	\$37,975.00	\$21.70	\$37,975.00	\$28.90	\$50,575.00	\$31.50	\$55,125.00
SP-06	8-Inch CIPP - Geneva Street	LF	275	\$24.30	\$6,682.50	\$21.70	\$5,967.50	\$28.90	\$7,947.50	\$31.50	\$8,662.50
SP-07	8-Inch CIPP - Grace Street	LF	1165	\$21.50	\$25,047.50	\$21.70	\$25,280.50	\$28.90	\$33,668.50	\$31.50	\$36,697.50
SP-08	8-Inch CIPP - Mayfair Street	LF	375	\$28.30	\$10,612.50	\$21.70	\$8,137.50	\$28.90	\$10,837.50	\$31.50	\$11,812.50
SP-09	8-Inch CIPP - S. Washington Street	LF	505	\$21.00	\$10,605.00	\$21.70	\$10,958.50	\$28.90	\$14,594.50	\$31.50	\$15,907.50
SP-10	8-Inch CIPP - Hockers Street	LF	725	\$24.90	\$18,052.50	\$21.70	\$15,732.50	\$28.90	\$20,952.50	\$31.50	\$22,837.50
SP-11	8-Inch CIPP - Star Street	LF	480	\$21.00	\$10,080.00	\$21.70	\$10,416.00	\$28.90	\$13,872.00	\$31.50	\$15,120.00
SP-12	10-Inch CIPP - Cook Street	LF	715	\$24.80	\$17,732.00	\$31.00	\$22,165.00	\$28.90	\$20,663.50	\$33.00	\$23,595.00
SP-13	Televising Sanitary Laterals	EA	12	\$167.50	\$2,010.00	\$165.00	\$1,980.00	\$750.00	\$9,000.00	\$520.00	\$6,240.00
TOTAL BID					\$208,896.00		\$209,029.00		\$275,891.50		\$298,212.50

Attachment: 15-03 Bid Tab (3223 : Recommendation from the BOPW to Award of Contract 15-03 Sewer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award Contract 15-01 Sewer & Water Relay & Street Resurfacing to Jossart Brothers, Inc. In the Amount of \$1,618,931.35

The Board of Public Works recommendation is to award the bid to Jossart Brothers, Inc. in the amount of \$1,618,931.35.

The Engineering Department received bids on Project 15-01 Sewer and Water Relay and Street Resurfacing on February 26th. 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
Jossart Brothers, Inc.	\$1,618,931.35
Kruczek Construction, Inc.	\$1,687,687.87
Dorner Inc.	\$1,715,346.25
Peters Concrete Company	\$1,735,669.00
David Tenor Corporation	\$1,749,419.35
PTS Contractors, Inc.	\$1,902,826.50
DeGroot, Inc.	\$1,923,941.33
Advance Construction	\$2,039,267.40

The budgeted amount from the capital improvement budget is \$1,660,000. Funding will be \$525,000 from general obligation debt, \$180,000 from the sewage revenue fund, \$825,000 from the water utility fund, and \$130,000 from the storm water utility fund.

ATTACHMENTS:

- 15-01 BID TAB (PDF)

PROJECT 15-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Jossart Brothers, Inc.		Kruczek Construction Inc.		Dorner Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
SS-01	Remove and Relay 10" PVC Sanitary Sewer	LF	190	\$92.00	\$17,480.00	\$72.00	\$13,680.00	\$75.00	\$14,250.00
SS-02	Remove and Relay 4" or 6" PVC Sanitary Lateral	LF	2,000	\$49.00	\$98,000.00	\$64.00	\$128,000.00	\$60.00	\$120,000.00
SS-03	Provide 10"x6" Wye or 10"x4" Wye (North Michigan St)	EA	1	\$150.00	\$150.00	\$145.00	\$145.00	\$185.00	\$185.00
SS-04	Provide 6" or 4" Saddle on Existing Sanitary Sewer Pipe	EA	54	\$125.00	\$6,750.00	\$350.00	\$18,900.00	\$1,000.00	\$54,000.00
SS-05	Provide 4' Diameter Sanitary Manhole (North Michigan St)	VF	18	\$350.00	\$6,300.00	\$388.00	\$6,984.00	\$310.00	\$5,580.00
SS-06	Remove and Replace 4' Diameter Sanitary Manhole	VF	46	\$250.00	\$11,500.00	\$400.00	\$18,400.00	\$425.00	\$19,550.00
SS-07	Abandon Existing Sanitary Manhole, Sewer and Appurtenances on N. Michigan St and Pine St.	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
SS-08	Abandon Existing Sanitary Manhole on STH 32/57	LS	1	\$9,000.00	\$9,000.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00
SS-09	Dig Down to Sanitary Sewer on Fourth St and College Ave	EA	2	\$800.00	\$1,600.00	\$800.00	\$1,600.00	\$2,600.00	\$5,200.00
SS-10	Clean and Televis 36" Sanitary Sewer	LF	120	\$14.00	\$1,680.00	\$17.00	\$2,040.00	\$13.50	\$1,620.00
SS-11	Abandon Existing 36" Sanitary Sewer	LS	1	\$3,000.00	\$3,000.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
SS-12	Expose and Verify Condition of Sanitary Manhole on N. Wisconsin	LS	1	\$400.00	\$400.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00
STORM SEWER									
ST-01	Remove and Replace 21" PVC or RCP Storm Sewer	LF	25	\$75.00	\$1,875.00	\$198.00	\$4,950.00	\$109.00	\$2,725.00
ST-02	Remove and Replace 18" PVC or RCP Storm Sewer	LF	65	\$65.00	\$4,225.00	\$105.00	\$6,825.00	\$63.00	\$4,095.00
ST-03	Remove and Replace 15" PVC or RCP Storm Sewer	LF	65	\$55.00	\$3,575.00	\$105.00	\$6,825.00	\$67.00	\$4,355.00
ST-04	Remove and Replace 12" PVC or RCP Storm Sewer	LF	650	\$49.00	\$31,850.00	\$65.00	\$42,250.00	\$52.00	\$33,800.00
ST-05	Remove and Replace 6" PVC Storm Lateral	LF	55	\$45.00	\$2,475.00	\$56.00	\$3,080.00	\$41.00	\$2,255.00
ST-06	Provide 6"x6" Storm Wye	EA	1	\$100.00	\$100.00	\$60.00	\$60.00	\$57.00	\$57.00
ST-07	Remove and Replace Catch Basin/Inlet	EA	25	\$1,900.00	\$47,500.00	\$1,800.00	\$45,000.00	\$1,700.00	\$42,500.00
ST-08	Provide Type "B" Inlet	EA	1	\$1,700.00	\$1,700.00	\$1,600.00	\$1,600.00	\$1,700.00	\$1,700.00
ST-09	Remove and Replace 4' Diameter Storm Sewer Manhole	VF	45	\$377.00	\$16,965.00	\$300.00	\$13,500.00	\$450.00	\$20,250.00
ST-10	Remove and Replace 5' Diameter Storm Sewer Manhole	VF	17	\$620.00	\$10,540.00	\$650.00	\$11,050.00	\$750.00	\$12,750.00
ST-11	Abandon/Remove Existing Storm Sewer Manholes and Appurtenances	EA	3	\$500.00	\$1,500.00	\$800.00	\$2,400.00	\$200.00	\$600.00
ST-12	Cleanout	EA	1	\$300.00	\$300.00	\$375.00	\$375.00	\$150.00	\$150.00
WATER MAIN									
W-01	Provide 12" PVC Water Main	LF	15	\$100.00	\$1,500.00	\$350.00	\$5,250.00	\$142.00	\$2,130.00
W-02	Provide 10" PVC Water Main	LF	1930	\$67.00	\$129,310.00	\$73.00	\$140,890.00	\$70.00	\$135,100.00

Attachment: 15-01 BID TAB (3222 : Recommendation from BOPW to Award of Contract 15-01 Sewer & Water Relay & Street Resurfacing)

PROJECT 15-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Jossart Brothers, Inc.		Kruczek Construction Inc.		Dorner Inc.	
W-03	Provide 8" PVC Water Main	LF	3900	\$56.00	\$218,400.00	\$66.00	\$257,400.00	\$55.00	\$214,500.00
W-04	Provide 6" PVC Water Main	LF	250	\$52.00	\$13,000.00	\$64.00	\$16,000.00	\$55.00	\$13,750.00
W-05	Provide 4" PVC Water Main	LF	30	\$50.00	\$1,500.00	\$160.00	\$4,800.00	\$85.00	\$2,550.00
W-06	Provide 10" Valve	EA	14	\$2,250.00	\$31,500.00	\$1,985.00	\$27,790.00	\$2,300.00	\$32,200.00
W-07	Provide 8" Valve	EA	14	\$1,550.00	\$21,700.00	\$1,225.00	\$17,150.00	\$1,600.00	\$22,400.00
W-08	Provide 8" Tapping Tee Valve	EA	1	\$1,550.00	\$1,550.00	\$2,725.00	\$2,725.00	\$1,900.00	\$1,900.00
W-09	Provide 6" Valve	EA	6	\$1,150.00	\$6,900.00	\$900.00	\$5,400.00	\$1,150.00	\$6,900.00
W-10	Provide 6" Live Cut-In Valve	EA	1	\$6,500.00	\$6,500.00	\$5,300.00	\$5,300.00	\$7,900.00	\$7,900.00
W-11	Provide 4" Valve	EA	1	\$950.00	\$950.00	\$700.00	\$700.00	\$975.00	\$975.00
W-12	Provide Hydrant (6.5 Bury)	EA	11	\$2,900.00	\$31,900.00	\$3,500.00	\$38,500.00	\$3,500.00	\$38,500.00
W-13	Provide Hydrant (7.0 Bury)	EA	2	\$3,000.00	\$6,000.00	\$3,560.00	\$7,120.00	\$3,550.00	\$7,100.00
W-14	Provide Connection to Existing Water Main 6"x6" Cut-In Tee	EA	1	\$400.00	\$400.00	\$1,390.00	\$1,390.00	\$850.00	\$850.00
W-15	Provide Connection to Existing Water Main 10"x10" Cut-In Tee	EA	1	\$800.00	\$800.00	\$2,900.00	\$2,900.00	\$1,550.00	\$1,550.00
W-16	Provide Connection to Existing Water Main 12"x8" Cut-In Tee/Tapping Tee	EA	1	\$2,200.00	\$2,200.00	\$2,900.00	\$2,900.00	\$2,850.00	\$2,850.00
W-17	Provide Connection to Existing Water Main 12"x10" Cut-In Tee	EA	1	\$900.00	\$900.00	\$3,000.00	\$3,000.00	\$3,200.00	\$3,200.00
W-18	Provide Connection to Existing Water Main	EA	24	\$2,500.00	\$60,000.00	\$1,250.00	\$30,000.00	\$1,500.00	\$36,000.00
W-19	Provide Connection to Existing Water Main at Ninth and Cedar Intersection	LS	1	\$3,000.00	\$3,000.00	\$3,685.00	\$3,685.00	\$5,000.00	\$5,000.00
W-20	Provide Water Main Offset	EA	4	\$2,000.00	\$8,000.00	\$1,165.00	\$4,660.00	\$2,500.00	\$10,000.00
W-21	Provide 1" HDPE Water Service	LF	3300	\$41.00	\$135,300.00	\$38.50	\$127,050.00	\$34.00	\$112,200.00
W-22	Provide 1 1/2" HDPE Water Service	LF	30	\$50.00	\$1,500.00	\$43.00	\$1,290.00	\$58.00	\$1,740.00
W-23	Provide 2" HDPE Water Service	LF	40	\$60.00	\$2,400.00	\$46.50	\$1,860.00	\$60.00	\$2,400.00
W-24	Provide 1" Corporation and Curb Stop	EA	92	\$330.00	\$30,360.00	\$350.00	\$32,200.00	\$800.00	\$73,600.00
W-25	Provide 1 1/2" Corporation and Curb Stop	EA	1	\$625.00	\$625.00	\$640.00	\$640.00	\$1,400.00	\$1,400.00
W-26	Provide 2" Corporation and Curb Stop	EA	1	\$825.00	\$825.00	\$1,100.00	\$1,100.00	\$1,800.00	\$1,800.00
W-27	Provide 2" Corporation and Curb Stop with Plug/Saddle with 2" Temporary Pipe	EA	5	\$1,000.00	\$5,000.00	\$525.00	\$2,625.00	\$1,400.00	\$7,000.00
W-28	Cutting Casing for 2" Saddle and Corporation (STH 32/57)	EA	1	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$3,000.00	\$3,000.00
W-29	Verify Water Main Elevation (STH 32/57)	LS	1	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$5,000.00	\$5,000.00
W-30	Relocating 12" Water Main (STH 32/57)	LS	1	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00

Attachment: 15-01 BID TAB (3222 : Recommendation from BOPW to Award of Contract 15-01 Sewer & Water Relay & Street Resurfacing)

PROJECT 15-01 SEWER & WATER RELAY & STREET RESURFACING
BID TAB



				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				Jossart Brothers, Inc.		Kruczek Construction Inc.		Dorner Inc.	
W-31	Abandon/Remove Water Main and Appurtenances	LS	1	\$20,000.00	\$20,000.00	\$9,300.00	\$9,300.00	\$15,000.00	\$15,000.00
STREET AND DRAINAGE									
SD-01	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	4125	\$14.50	\$59,812.50	\$13.50	\$55,687.50	\$12.20	\$50,325.00
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	3200	\$24.00	\$76,800.00	\$23.00	\$73,600.00	\$23.20	\$74,240.00
SD-03	Provide Reinforcement for Curb and Gutter – 2 #4 Bars	LF	4400	\$0.82	\$3,608.00	\$0.75	\$3,300.00	\$0.80	\$3,520.00
SD-04	Remove and Replace 8-Inch Doweled Concrete Pavement and Base	SY	360	\$72.00	\$25,920.00	\$68.00	\$24,480.00	\$67.75	\$24,390.00
SD-05	Remove and Replace Concrete Drive – 6" Depth	SY	115	\$52.00	\$5,980.00	\$40.00	\$4,600.00	\$45.35	\$5,215.25
SD-06	Remove and Replace Concrete Sidewalk – 4" Depth	SY	800	\$50.00	\$40,000.00	\$40.00	\$32,000.00	\$43.35	\$34,680.00
SD-07	Mill Asphaltic Concrete Pavement	SY	23,075	\$1.30	\$29,997.50	\$1.00	\$23,075.00	\$1.30	\$29,997.50
SD-08	Provide Asphaltic Concrete Pavement – Surface Course, Type E1, PG 58-28	TONS	2,800	\$63.46	\$177,688.00	\$63.00	\$176,400.00	\$62.70	\$175,560.00
SD-09	Provide Asphaltic Concrete Pavement – Binder Course, Type E1, PG 58-28	TONS	1,800	\$62.41	\$112,338.00	\$62.00	\$111,600.00	\$61.70	\$111,060.00
SD-10	Provide Detectable Warning Fields Yellow	EA	22	\$190.00	\$4,180.00	\$190.00	\$4,180.00	\$190.00	\$4,180.00
SD-11	Provide 1 1/4" Crushed Aggregate Base Course for Slip Form Curb and Gutter (N. Michigan and Pine St)	TONS	1,470	\$10.00	\$14,700.00	\$10.00	\$14,700.00	\$13.35	\$19,624.50
SD-12	Provide Unclassified Excavation at Slip Form Curb (N. Michigan and Pine St)	CY	730	\$1.00	\$730.00	\$10.00	\$7,300.00	\$9.35	\$6,825.50
SD-13	Salvage and Reset Brick Pavers	SF	20	\$20.00	\$400.00	\$50.00	\$1,000.00	\$40.00	\$800.00
SPECIAL CONSTRUCTION									
SC-01	Adjust Inlet	EA	4	\$300.00	\$1,200.00	\$260.00	\$1,040.00	\$200.00	\$800.00
SC-02	Adjust Manhole	EA	3	\$250.00	\$750.00	\$275.00	\$825.00	\$200.00	\$600.00
SC-03	Reconstruct Manhole	VF	25	\$300.00	\$7,500.00	\$375.00	\$9,375.00	\$290.00	\$7,250.00
SC-04	Inlet Protection, Type B	EA	52	\$60.00	\$3,120.00	\$75.00	\$3,900.00	\$52.00	\$2,704.00
SC-05	Pavement Marking Epoxy (Curb Head "Yellow")	LF	540	\$6.28	\$3,391.20	\$6.00	\$3,240.00	\$8.65	\$4,671.00
SC-06	Pavement Marking Epoxy (18-Inch "White")	LF	30	\$7.83	\$234.90	\$10.00	\$300.00	\$9.40	\$282.00
SC-07	Pavement Marking Epoxy (12-Inch "White")	LF	535	\$6.85	\$3,664.75	\$6.50	\$3,477.50	\$7.40	\$3,959.00
SC-08	Pavement Marking Epoxy (8-Inch "White")	LF	340	\$2.78	\$945.20	\$3.00	\$1,020.00	\$1.00	\$340.00
SC-09	Pavement Marking Epoxy (4-Inch "White")	LF	475	\$2.94	\$1,396.50	\$30.00	\$14,250.00	\$0.80	\$380.00
SC-10	Pavement Marking Epoxy (4-Inch "Double Yellow")	LF	410	\$2.78	\$1,139.80	\$2.70	\$1,107.00	\$1.55	\$635.50
SC-11	Provide Pavement Marking Epoxy "Arrows"	EA	4	\$290.00	\$1,160.00	\$280.00	\$1,120.00	\$330.00	\$1,320.00
SC-12	Provide Pavement Marking Epoxy "Words"	EA	1	\$290.00	\$290.00	\$321.87	\$321.87	\$370.00	\$370.00
SC-13	Polystyrene Insulation Board	LF	100	\$10.00	\$1,000.00	\$15.00	\$1,500.00	\$10.00	\$1,000.00
SC-14	Pipe Foundation Stabilization	CY	100	\$10.00	\$1,000.00	\$20.00	\$2,000.00	\$20.00	\$2,000.00
SC-15	Provide Traffic Control on Ridgeway and Michigan	LS	1	\$2,000.00	\$2,000.00	\$5,100.00	\$5,100.00	\$3,000.00	\$3,000.00
TOTAL AMOUNT BID					\$1,618,931.35		\$1,687,687.87		\$1,715,346.25

Attachment: 15-01 BID TAB (3222 : Recommendation from BOPW to Award of Contract 15-01 Sewer & Water Relay & Street Resurfacing)

**PROJECT 15-01 SEWER & WATER RELAY & STREET
BID TAB**



				BIDDER NO. 4		BIDDER NO. 5	
				Peters Concrete Company		David Tenor Corporation	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER							
SS-01	Remove and Relay 10" PVC Sanitary Sewer	LF	190	\$84.00	\$15,960.00	\$72.00	\$13,680.00
SS-02	Remove and Relay 4" or 6" PVC Sanitary Lateral	LF	2,000	\$51.00	\$102,000.00	\$60.00	\$120,000.00
SS-03	Provide 10"x6" Wye or 10"x4" Wye (North Michigan St)	EA	1	\$300.00	\$300.00	\$1,500.00	\$1,500.00
SS-04	Provide 6" or 4" Saddle on Existing Sanitary Sewer Pipe	EA	54	\$425.00	\$22,950.00	\$800.00	\$43,200.00
SS-05	Provide 4' Diameter Sanitary Manhole (North Michigan St)	VF	18	\$266.00	\$4,788.00	\$355.00	\$6,390.00
SS-06	Remove and Replace 4' Diameter Sanitary Manhole	VF	46	\$447.00	\$20,562.00	\$330.00	\$15,180.00
SS-07	Abandon Existing Sanitary Manhole, Sewer and Appurtenances on N. Michigan St and Pine St.	LS	1	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00
SS-08	Abandon Existing Sanitary Manhole on STH 32/57	LS	1	\$5,500.00	\$5,500.00	\$29,300.00	\$29,300.00
SS-09	Dig Down to Sanitary Sewer on Fourth St and College Ave	EA	2	\$1,000.00	\$2,000.00	\$2,700.00	\$5,400.00
SS-10	Clean and Televis 36" Sanitary Sewer	LF	120	\$42.00	\$5,040.00	\$15.00	\$1,800.00
SS-11	Abandon Existing 36" Sanitary Sewer	LS	1	\$1.00	\$1.00	\$10,000.00	\$10,000.00
SS-12	Expose and Verify Condition of Sanitary Manhole on N. Wisconsin	LS	1	\$750.00	\$750.00	\$900.00	\$900.00
STORM SEWER							
ST-01	Remove and Replace 21" PVC or RCP Storm Sewer	LF	25	\$85.00	\$2,125.00	\$84.00	\$2,100.00
ST-02	Remove and Replace 18" PVC or RCP Storm Sewer	LF	65	\$60.00	\$3,900.00	\$80.00	\$5,200.00
ST-03	Remove and Replace 15" PVC or RCP Storm Sewer	LF	65	\$50.00	\$3,250.00	\$68.00	\$4,420.00
ST-04	Remove and Replace 12" PVC or RCP Storm Sewer	LF	650	\$58.00	\$37,700.00	\$55.00	\$35,750.00
ST-05	Remove and Replace 6" PVC Storm Lateral	LF	55	\$30.00	\$1,650.00	\$48.00	\$2,640.00
ST-06	Provide 6"x6" Storm Wye	EA	1	\$75.00	\$75.00	\$68.00	\$68.00
ST-07	Remove and Replace Catch Basin/Inlet	EA	25	\$1,890.00	\$47,250.00	\$1,775.00	\$44,375.00
ST-08	Provide Type "B" Inlet	EA	1	\$1,900.00	\$1,900.00	\$1,775.00	\$1,775.00
ST-09	Remove and Replace 4' Diameter Storm Sewer Manhole	VF	45	\$390.00	\$17,550.00	\$450.00	\$20,250.00
ST-10	Remove and Replace 5' Diameter Storm Sewer Manhole	VF	17	\$515.00	\$8,755.00	\$760.00	\$12,920.00
ST-11	Abandon/Remove Existing Storm Sewer Manholes and Appurtenances	EA	3	\$250.00	\$750.00	\$500.00	\$1,500.00
ST-12	Cleanout	EA	1	\$250.00	\$250.00	\$300.00	\$300.00
WATER MAIN							
W-01	Provide 12" PVC Water Main	LF	15	\$100.00	\$1,500.00	\$285.00	\$4,275.00
W-02	Provide 10" PVC Water Main	LF	1930	\$72.95	\$140,793.50	\$67.00	\$129,310.00

Attachment: 15-01 BID TAB (3222 : Recommendation from BOPW to Award of Contract 15-01 Sewer & Water Relay & Street Resurfacing)

**PROJECT 15-01 SEWER & WATER RELAY & STREET
BID TAB**



				BIDDER NO. 4		BIDDER NO. 5	
				Peters Concrete Company		David Tenor Corporation	
W-03	Provide 8" PVC Water Main	LF	3900	\$67.00	\$261,300.00	\$56.00	\$218,400.00
W-04	Provide 6" PVC Water Main	LF	250	\$50.00	\$12,500.00	\$58.00	\$14,500.00
W-05	Provide 4" PVC Water Main	LF	30	\$50.00	\$1,500.00	\$65.00	\$1,950.00
W-06	Provide 10" Valve	EA	14	\$2,550.00	\$35,700.00	\$2,400.00	\$33,600.00
W-07	Provide 8" Valve	EA	14	\$1,725.00	\$24,150.00	\$1,575.00	\$22,050.00
W-08	Provide 8" Tapping Tee Valve	EA	1	\$1,700.00	\$1,700.00	\$1,575.00	\$1,575.00
W-09	Provide 6" Valve	EA	6	\$1,200.00	\$7,200.00	\$1,170.00	\$7,020.00
W-10	Provide 6" Live Cut-In Valve	EA	1	\$6,500.00	\$6,500.00	\$8,500.00	\$8,500.00
W-11	Provide 4" Valve	EA	1	\$975.00	\$975.00	\$975.00	\$975.00
W-12	Provide Hydrant (6.5 Bury)	EA	11	\$3,100.00	\$34,100.00	\$3,400.00	\$37,400.00
W-13	Provide Hydrant (7.0 Bury)	EA	2	\$3,200.00	\$6,400.00	\$3,475.00	\$6,950.00
W-14	Provide Connection to Existing Water Main 6"x6" Cut-In Tee	EA	1	\$2,450.00	\$2,450.00	\$1,950.00	\$1,950.00
W-15	Provide Connection to Existing Water Main 10"x10" Cut-In Tee	EA	1	\$2,400.00	\$2,400.00	\$2,750.00	\$2,750.00
W-16	Provide Connection to Existing Water Main 12"x8" Cut-In Tee/Tapping Tee	EA	1	\$2,000.00	\$2,000.00	\$1,800.00	\$1,800.00
W-17	Provide Connection to Existing Water Main 12"x10" Cut-In Tee	EA	1	\$2,450.00	\$2,450.00	\$2,750.00	\$2,750.00
W-18	Provide Connection to Existing Water Main	EA	24	\$1,640.00	\$39,360.00	\$1,600.00	\$38,400.00
W-19	Provide Connection to Existing Water Main at Ninth and Cedar Intersection	LS	1	\$5,350.00	\$5,350.00	\$4,600.00	\$4,600.00
W-20	Provide Water Main Offset	EA	4	\$3,550.00	\$14,200.00	\$2,750.00	\$11,000.00
W-21	Provide 1" HDPE Water Service	LF	3300	\$46.95	\$154,935.00	\$42.00	\$138,600.00
W-22	Provide 1 1/2" HDPE Water Service	LF	30	\$50.00	\$1,500.00	\$43.00	\$1,290.00
W-23	Provide 2" HDPE Water Service	LF	40	\$75.00	\$3,000.00	\$44.00	\$1,760.00
W-24	Provide 1" Corporation and Curb Stop	EA	92	\$350.00	\$32,200.00	\$380.00	\$34,960.00
W-25	Provide 1 1/2" Corporation and Curb Stop	EA	1	\$500.00	\$500.00	\$655.00	\$655.00
W-26	Provide 2" Corporation and Curb Stop	EA	1	\$750.00	\$750.00	\$870.00	\$870.00
W-27	Provide 2" Corporation and Curb Stop with Plug/Saddle with 2" Temporary Pipe	EA	5	\$1,000.00	\$5,000.00	\$2,000.00	\$10,000.00
W-28	Cutting Casing for 2" Saddle and Corporation (STH 32/57)	EA	1	\$1,000.00	\$1,000.00	\$600.00	\$600.00
W-29	Verify Water Main Elevation (STH 32/57)	LS	1	\$750.00	\$750.00	\$600.00	\$600.00
W-30	Relocating 12" Water Main (STH 32/57)	LS	1	\$22,000.00	\$22,000.00	\$13,500.00	\$13,500.00

**PROJECT 15-01 SEWER & WATER RELAY & STREET
BID TAB**



				BIDDER NO. 4		BIDDER NO. 5	
				Peters Concrete Company		David Tenor Corporation	
W-31	Abandon/Remove Water Main and Appurtenances	LS	1	\$12,000.00	\$12,000.00	\$22,000.00	\$22,000.00
STREET AND DRAINAGE							
SD-01	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	4125	\$14.72	\$60,720.00	\$13.00	\$53,625.00
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	3200	\$25.52	\$81,664.00	\$24.00	\$76,800.00
SD-03	Provide Reinforcement for Curb and Gutter – 2 #4 Bars	LF	4400	\$0.80	\$3,520.00	\$0.84	\$3,696.00
SD-04	Remove and Replace 8-Inch Doweled Concrete Pavement and Base	SY	360	\$65.00	\$23,400.00	\$69.00	\$24,840.00
SD-05	Remove and Replace Concrete Drive – 6" Depth	SY	115	\$41.00	\$4,715.00	\$44.50	\$5,117.50
SD-06	Remove and Replace Concrete Sidewalk – 4" Depth	SY	800	\$39.00	\$31,200.00	\$42.45	\$33,960.00
SD-07	Mill Asphaltic Concrete Pavement	SY	23,075	\$2.60	\$59,995.00	\$1.31	\$30,228.25
SD-08	Provide Asphaltic Concrete Pavement – Surface Course, Type E1, PG 58-28	TONS	2,800	\$57.20	\$160,160.00	\$64.07	\$179,396.00
SD-09	Provide Asphaltic Concrete Pavement – Binder Course, Type E1, PG 58-28	TONS	1,800	\$57.20	\$102,960.00	\$63.00	\$113,400.00
SD-10	Provide Detectable Warning Fields Yellow	EA	22	\$185.00	\$4,070.00	\$192.50	\$4,235.00
SD-11	Provide 1 1/4" Crushed Aggregate Base Course for Slip Form Curb and Gutter (N. Michigan and Pine St)	TONS	1,470	\$10.00	\$14,700.00	\$11.00	\$16,170.00
SD-12	Provide Unclassified Excavation at Slip Form Curb (N. Michigan and Pine St)	CY	730	\$12.00	\$8,760.00	\$9.75	\$7,117.50
SD-13	Salvage and Reset Brick Pavers	SF	20	\$50.00	\$1,000.00	\$43.00	\$860.00
SPECIAL CONSTRUCTION							
SC-01	Adjust Inlet	EA	4	\$600.00	\$2,400.00	\$300.00	\$1,200.00
SC-02	Adjust Manhole	EA	3	\$600.00	\$1,800.00	\$400.00	\$1,200.00
SC-03	Reconstruct Manhole	VF	25	\$510.00	\$12,750.00	\$300.00	\$7,500.00
SC-04	Inlet Protection, Type B	EA	52	\$40.00	\$2,080.00	\$55.00	\$2,860.00
SC-05	Pavement Marking Epoxy (Curb Head "Yellow")	LF	540	\$8.50	\$4,590.00	\$8.85	\$4,779.00
SC-06	Pavement Marking Epoxy (18-Inch "White")	LF	30	\$9.25	\$277.50	\$9.62	\$288.60
SC-07	Pavement Marking Epoxy (12-Inch "White")	LF	535	\$7.25	\$3,878.75	\$7.54	\$4,033.90
SC-08	Pavement Marking Epoxy (8-Inch "White")	LF	340	\$0.95	\$323.00	\$1.00	\$340.00
SC-09	Pavement Marking Epoxy (4-Inch "White")	LF	475	\$0.75	\$356.25	\$0.80	\$380.00
SC-10	Pavement Marking Epoxy (4-Inch "Double Yellow")	LF	410	\$1.50	\$615.00	\$1.56	\$639.60
SC-11	Provide Pavement Marking Epoxy "Arrows"	EA	4	\$325.00	\$1,300.00	\$340.00	\$1,360.00
SC-12	Provide Pavement Marking Epoxy "Words"	EA	1	\$365.00	\$365.00	\$380.00	\$380.00
SC-13	Polystyrene Insulation Board	LF	100	\$6.00	\$600.00	\$6.00	\$600.00
SC-14	Pipe Foundation Stabilization	CY	100	\$18.00	\$1,800.00	\$19.75	\$1,975.00
SC-15	Provide Traffic Control on Ridgeway and Michigan	LS	1	\$3,000.00	\$3,000.00	\$18,000.00	\$18,000.00
TOTAL					\$1,735,669.00		\$1,749,419.35

Attachment: 15-01 BID TAB (3222 : Recommendation from BOPW to Award of Contract 15-01 Sewer & Water Relay & Street Resurfacing)

**PROJECT 15-01 SEWER & WATER RELAY & STREET
BID TAB**



				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				PTS Contractors, Inc.		De Groot, Inc.		Advance Construction	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SANITARY SEWER									
SS-01	Remove and Relay 10" PVC Sanitary Sewer	LF	190	\$93.00	\$17,670.00	\$103.20	\$19,608.00	\$100.00	\$19,000.00
SS-02	Remove and Relay 4" or 6" PVC Sanitary Lateral	LF	2,000	\$80.00	\$160,000.00	\$53.56	\$107,120.00	\$78.65	\$157,300.00
SS-03	Provide 10"x6" Wye or 10"x4" Wye (North Michigan St)	EA	1	\$201.00	\$201.00	\$588.96	\$588.96	\$130.00	\$130.00
SS-04	Provide 6" or 4" Saddle on Existing Sanitary Sewer Pipe	EA	54	\$90.00	\$4,860.00	\$1,654.50	\$89,343.00	\$600.00	\$32,400.00
SS-05	Provide 4' Diameter Sanitary Manhole (North Michigan St)	VF	18	\$325.00	\$5,850.00	\$370.03	\$6,660.54	\$400.00	\$7,200.00
SS-06	Remove and Replace 4' Diameter Sanitary Manhole	VF	46	\$286.00	\$13,156.00	\$397.75	\$18,296.50	\$460.00	\$21,160.00
SS-07	Abandon Existing Sanitary Manhole, Sewer and Appurtenances on N. Michigan St and Pine St.	LS	1	\$579.00	\$579.00	\$1,515.00	\$1,515.00	\$2,500.00	\$2,500.00
SS-08	Abandon Existing Sanitary Manhole on STH 32/57	LS	1	\$3,429.00	\$3,429.00	\$9,850.08	\$9,850.08	\$9,500.00	\$9,500.00
SS-09	Dig Down to Sanitary Sewer on Fourth St and College Ave	EA	2	\$1,448.00	\$2,896.00	\$2,070.50	\$4,141.00	\$1,500.00	\$3,000.00
SS-10	Clean and Televis 36" Sanitary Sewer	LF	120	\$1.60	\$192.00	\$13.89	\$1,666.80	\$12.92	\$1,550.40
SS-11	Abandon Existing 36" Sanitary Sewer	LS	1	\$3,433.00	\$3,433.00	\$8,080.00	\$8,080.00	\$6,000.00	\$6,000.00
SS-12	Expose and Verify Condition of Sanitary Manhole on N. Wisconsin	LS	1	\$290.00	\$290.00	\$757.50	\$757.50	\$2,500.00	\$2,500.00
STORM SEWER									
ST-01	Remove and Replace 21" PVC or RCP Storm Sewer	LF	25	\$165.00	\$4,125.00	\$73.20	\$1,830.00	\$90.00	\$2,250.00
ST-02	Remove and Replace 18" PVC or RCP Storm Sewer	LF	65	\$105.00	\$6,825.00	\$62.32	\$4,050.80	\$84.00	\$5,460.00
ST-03	Remove and Replace 15" PVC or RCP Storm Sewer	LF	65	\$110.00	\$7,150.00	\$53.23	\$3,459.95	\$77.00	\$5,005.00
ST-04	Remove and Replace 12" PVC or RCP Storm Sewer	LF	650	\$96.00	\$62,400.00	\$49.68	\$32,292.00	\$72.00	\$46,800.00
ST-05	Remove and Replace 6" PVC Storm Lateral	LF	55	\$51.00	\$2,805.00	\$41.07	\$2,258.85	\$42.00	\$2,310.00
ST-06	Provide 6"x6" Storm Wye	EA	1	\$43.00	\$43.00	\$202.00	\$202.00	\$40.00	\$40.00
ST-07	Remove and Replace Catch Basin/Inlet	EA	25	\$1,621.00	\$40,525.00	\$1,998.86	\$49,971.50	\$1,700.00	\$42,500.00
ST-08	Provide Type "B" Inlet	EA	1	\$1,610.00	\$1,610.00	\$1,818.00	\$1,818.00	\$1,600.00	\$1,600.00
ST-09	Remove and Replace 4' Diameter Storm Sewer Manhole	VF	45	\$312.00	\$14,040.00	\$509.74	\$22,938.30	\$280.00	\$12,600.00
ST-10	Remove and Replace 5' Diameter Storm Sewer Manhole	VF	17	\$510.00	\$8,670.00	\$662.35	\$11,259.95	\$600.00	\$10,200.00
ST-11	Abandon/Remove Existing Storm Sewer Manholes and Appurtenances	EA	3	\$766.00	\$2,298.00	\$505.00	\$1,515.00	\$500.00	\$1,500.00
ST-12	Cleanout	EA	1	\$396.00	\$396.00	\$303.00	\$303.00	\$425.00	\$425.00
WATER MAIN									
W-01	Provide 12" PVC Water Main	LF	15	\$305.00	\$4,575.00	\$85.85	\$1,287.75	\$353.00	\$5,295.00
W-02	Provide 10" PVC Water Main	LF	1930	\$87.00	\$167,910.00	\$62.30	\$120,239.00	\$91.00	\$175,630.00

Attachment: 15-01 BID TAB (3222 : Recommendation from BOPW to Award of Contract 15-01 Sewer & Water Relay & Street Resurfacing)

**PROJECT 15-01 SEWER & WATER RELAY & STREET
BID TAB**



				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				PTS Contractors, Inc.		De Groot, Inc.		Advance Construction	
W-03	Provide 8" PVC Water Main	LF	3900	\$88.00	\$343,200.00	\$54.09	\$210,951.00	\$79.00	\$308,100.00
W-04	Provide 6" PVC Water Main	LF	250	\$70.00	\$17,500.00	\$58.19	\$14,547.50	\$60.00	\$15,000.00
W-05	Provide 4" PVC Water Main	LF	30	\$75.00	\$2,250.00	\$56.56	\$1,696.80	\$61.00	\$1,830.00
W-06	Provide 10" Valve	EA	14	\$2,401.00	\$33,614.00	\$2,155.27	\$30,173.78	\$2,030.00	\$28,420.00
W-07	Provide 8" Valve	EA	14	\$1,582.00	\$22,148.00	\$1,529.24	\$21,409.36	\$1,390.00	\$19,460.00
W-08	Provide 8" Tapping Tee Valve	EA	1	\$2,041.00	\$2,041.00	\$1,499.12	\$1,499.12	\$5,338.00	\$5,338.00
W-09	Provide 6" Valve	EA	6	\$1,133.00	\$6,798.00	\$5,588.74	\$33,532.44	\$1,040.00	\$6,240.00
W-10	Provide 6" Live Cut-In Valve	EA	1	\$5,209.00	\$5,209.00	\$7,668.43	\$7,668.43	\$10,000.00	\$10,000.00
W-11	Provide 4" Valve	EA	1	\$977.00	\$977.00	\$1,019.38	\$1,019.38	\$875.00	\$875.00
W-12	Provide Hydrant (6.5 Bury)	EA	11	\$3,226.00	\$35,486.00	\$3,254.22	\$35,796.42	\$3,426.00	\$37,686.00
W-13	Provide Hydrant (7.0 Bury)	EA	2	\$3,332.00	\$6,664.00	\$3,254.22	\$6,508.44	\$3,500.00	\$7,000.00
W-14	Provide Connection to Existing Water Main 6"x6" Cut-In Tee	EA	1	\$952.00	\$952.00	\$2,376.89	\$2,376.89	\$2,300.00	\$2,300.00
W-15	Provide Connection to Existing Water Main 10"x10" Cut-In Tee	EA	1	\$1,391.00	\$1,391.00	\$2,810.33	\$2,810.33	\$3,100.00	\$3,100.00
W-16	Provide Connection to Existing Water Main 12"x8" Cut-In Tee/Tapping Tee	EA	1	\$1,856.00	\$1,856.00	\$3,401.93	\$3,401.93	\$4,200.00	\$4,200.00
W-17	Provide Connection to Existing Water Main 12"x10" Cut-In Tee	EA	1	\$1,249.00	\$1,249.00	\$2,971.67	\$2,971.67	\$3,000.00	\$3,000.00
W-18	Provide Connection to Existing Water Main	EA	24	\$1,005.00	\$24,120.00	\$2,435.29	\$58,446.96	\$2,800.00	\$67,200.00
W-19	Provide Connection to Existing Water Main at Ninth and Cedar Intersection	LS	1	\$5,215.00	\$5,215.00	\$4,040.00	\$4,040.00	\$3,500.00	\$3,500.00
W-20	Provide Water Main Offset	EA	4	\$4,156.00	\$16,624.00	\$4,320.78	\$17,283.12	\$4,700.00	\$18,800.00
W-21	Provide 1" HDPE Water Service	LF	3300	\$51.00	\$168,300.00	\$42.48	\$140,184.00	\$66.00	\$217,800.00
W-22	Provide 1 1/2" HDPE Water Service	LF	30	\$50.00	\$1,500.00	\$50.50	\$1,515.00	\$64.00	\$1,920.00
W-23	Provide 2" HDPE Water Service	LF	40	\$50.00	\$2,000.00	\$60.60	\$2,424.00	\$65.00	\$2,600.00
W-24	Provide 1" Corporation and Curb Stop	EA	92	\$300.00	\$27,600.00	\$959.43	\$88,267.56	\$400.00	\$36,800.00
W-25	Provide 1 1/2" Corporation and Curb Stop	EA	1	\$483.00	\$483.00	\$1,192.17	\$1,192.17	\$900.00	\$900.00
W-26	Provide 2" Corporation and Curb Stop	EA	1	\$655.00	\$655.00	\$1,361.06	\$1,361.06	\$1,460.00	\$1,460.00
W-27	Provide 2" Corporation and Curb Stop with Plug/Saddle with 2" Temporary Pipe	EA	5	\$1,607.00	\$8,035.00	\$2,513.89	\$12,569.45	\$1,600.00	\$8,000.00
W-28	Cutting Casing for 2" Saddle and Corporation (STH 32/57)	EA	1	\$5,297.00	\$5,297.00	\$2,424.00	\$2,424.00	\$14,500.00	\$14,500.00
W-29	Verify Water Main Elevation (STH 32/57)	LS	1	\$579.00	\$579.00	\$1,767.50	\$1,767.50	\$39,500.00	\$39,500.00
W-30	Relocating 12" Water Main (STH 32/57)	LS	1	\$30,910.00	\$30,910.00	\$19,999.01	\$19,999.01	\$14,000.00	\$14,000.00

Attachment: 15-01 BID TAB (3222 : Recommendation from BOPW to Award of Contract 15-01 Sewer & Water Relay & Street Resurfacing)

**PROJECT 15-01 SEWER & WATER RELAY & STREET
BID TAB**



				BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				PTS Contractors, Inc.		De Groot, Inc.		Advance Construction	
W-31	Abandon/Remove Water Main and Appurtenances	LS	1	\$10,001.00	\$10,001.00	\$14,847.00	\$14,847.00	\$5,000.00	\$5,000.00
STREET AND DRAINAGE									
SD-01	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	4125	\$14.00	\$57,750.00	\$17.03	\$70,248.75	\$13.20	\$54,450.00
SD-02	Remove and Replace 24" Concrete Curb and Gutter	LF	3200	\$26.00	\$83,200.00	\$30.30	\$96,960.00	\$27.00	\$86,400.00
SD-03	Provide Reinforcement for Curb and Gutter – 2 #4 Bars	LF	4400	\$0.80	\$3,520.00	\$0.85	\$3,740.00	\$0.80	\$3,520.00
SD-04	Remove and Replace 8-Inch Doweled Concrete Pavement and Base	SY	360	\$68.00	\$24,480.00	\$79.80	\$28,728.00	\$68.00	\$24,480.00
SD-05	Remove and Replace Concrete Drive – 6" Depth	SY	115	\$41.00	\$4,715.00	\$68.02	\$7,822.30	\$46.00	\$5,290.00
SD-06	Remove and Replace Concrete Sidewalk – 4" Depth	SY	800	\$39.00	\$31,200.00	\$54.59	\$43,672.00	\$44.00	\$35,200.00
SD-07	Mill Asphaltic Concrete Pavement	SY	23,075	\$1.30	\$29,997.50	\$1.33	\$30,689.75	\$1.30	\$29,997.50
SD-08	Provide Asphaltic Concrete Pavement – Surface Course, Type E1, PG 58-28	TONS	2,800	\$63.00	\$176,400.00	\$65.34	\$182,952.00	\$60.00	\$168,000.00
SD-09	Provide Asphaltic Concrete Pavement – Binder Course, Type E1, PG 58-28	TONS	1,800	\$62.00	\$111,600.00	\$64.26	\$115,668.00	\$60.00	\$108,000.00
SD-10	Provide Detectable Warning Fields Yellow	EA	22	\$190.00	\$4,180.00	\$196.19	\$4,316.18	\$185.00	\$4,070.00
SD-11	Provide 1 1/4" Crushed Aggregate Base Course for Slip Form Curb and Gutter (N. Michigan and Pine St)	TONS	1,470	\$11.00	\$16,170.00	\$12.28	\$18,051.60	\$12.00	\$17,640.00
SD-12	Provide Unclassified Excavation at Slip Form Curb (N. Michigan and Pine St)	CY	730	\$14.00	\$10,220.00	\$8.08	\$5,898.40	\$10.00	\$7,300.00
SD-13	Salvage and Reset Brick Pavers	SF	20	\$41.00	\$820.00	\$50.50	\$1,010.00	\$25.00	\$500.00
SPECIAL CONSTRUCTION									
SC-01	Adjust Inlet	EA	4	\$338.00	\$1,352.00	\$454.50	\$1,818.00	\$400.00	\$1,600.00
SC-02	Adjust Manhole	EA	3	\$338.00	\$1,014.00	\$505.00	\$1,515.00	\$400.00	\$1,200.00
SC-03	Reconstruct Manhole	VF	25	\$365.00	\$9,125.00	\$583.48	\$14,587.00	\$350.00	\$8,750.00
SC-04	Inlet Protection, Type B	EA	52	\$56.00	\$2,912.00	\$25.25	\$1,313.00	\$40.00	\$2,080.00
SC-05	Pavement Marking Epoxy (Curb Head "Yellow")	LF	540	\$6.30	\$3,402.00	\$6.47	\$3,493.80	\$8.50	\$4,590.00
SC-06	Pavement Marking Epoxy (18-Inch "White")	LF	30	\$7.80	\$234.00	\$8.06	\$241.80	\$9.25	\$277.50
SC-07	Pavement Marking Epoxy (12-Inch "White")	LF	535	\$6.80	\$3,638.00	\$7.05	\$3,771.75	\$7.25	\$3,878.75
SC-08	Pavement Marking Epoxy (8-Inch "White")	LF	340	\$3.00	\$1,020.00	\$2.87	\$975.80	\$0.95	\$323.00
SC-09	Pavement Marking Epoxy (4-Inch "White")	LF	475	\$3.00	\$1,425.00	\$3.02	\$1,434.50	\$0.75	\$356.25
SC-10	Pavement Marking Epoxy (4-Inch "Double Yellow")	LF	410	\$3.00	\$1,230.00	\$2.87	\$1,176.70	\$1.50	\$615.00
SC-11	Provide Pavement Marking Epoxy "Arrows"	EA	4	\$288.00	\$1,152.00	\$296.94	\$1,187.76	\$325.00	\$1,300.00
SC-12	Provide Pavement Marking Epoxy "Words"	EA	1	\$288.00	\$288.00	\$296.94	\$296.94	\$365.00	\$365.00
SC-13	Polystyrene Insulation Board	LF	100	\$4.50	\$450.00	\$7.07	\$707.00	\$8.00	\$800.00
SC-14	Pipe Foundation Stabilization	CY	100	\$15.00	\$1,500.00	\$20.20	\$2,020.00	\$18.00	\$1,800.00
SC-15	Provide Traffic Control on Ridgeway and Michigan	LS	1	\$1,250.00	\$1,250.00	\$15,907.50	\$15,907.50	\$8,100.00	\$8,100.00
TOTAL					\$1,902,826.50		\$1,923,941.33		\$2,039,267.40

Attachment: 15-01 BID TAB (3222 : Recommendation from BOPW to Award of Contract 15-01 Sewer & Water Relay & Street Resurfacing)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Recommendation from the Board of Public Works to Award Contract 15-15 Televising to Green Bay Pipe & TV, LLC in the Amount of \$53,793.00.

The Board of Public Works recommendation is to award the bid to Green Bay Pipe & TV, LLC in the amount of \$53,793.00.

The Engineering Department received bids on Project 15-15 Televising on February 26th. This work is for maintenance of sewers. The bids received were as follows:

Bidder	Amount
Green Bay Pipe & TV, LLC	\$53,793.00
Northern Pipe Equipment, Inc.	\$58,860.00
Speedy Clean Drain & Sewer	\$63,507.00
Great Lakes TV Seal, Inc.	\$78,455.00
Visu-Sewer, Inc.	\$89,017.00
PLC Water Jetting Service, Inc.	\$99,325.00
National Power Rodding Corp.	\$488,172.00

The budgeted amount for the project from the capital improvement fund is \$60,000. Funding will be \$50,000 from the storm water utility fund and \$10,000 from the sewerage revenue fund.

ATTACHMENTS:

- 15-15 Bid Tab(PDF)

**PROJECT 15-15 TELEVISIONING
BID TAB**



ITEM	DESCRIPTION	UNIT	QTY	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
SP-01	SANITARY SEWER CLEANING (18 & 30 INCH)	LF	8,600	\$ 0.46	\$ 3,956.00	\$ 0.48	\$ 4,128.00	\$ 1.00	\$ 8,600.00	\$ 3.50	\$ 30,100.00	\$ 1.25	\$ 10,750.00	\$ 4.25	\$ 36,550.00
SP-02	SANITARY SEWER TELEVING (18 & 30 INCH)	LF	8,600	\$ 0.47	\$ 4,042.00	\$ 0.42	\$ 3,612.00	\$ 1.00	\$ 8,600.00	\$ 0.45	\$ 3,870.00	\$ 0.50	\$ 4,300.00	\$ 20.00	\$ 172,000.00
SP-03	STORM SEWER CLEANING (8-27 INCH)	LF	38,500	\$ 0.40	\$ 15,400.00	\$ 0.45	\$ 17,325.00	\$ 0.42	\$ 16,170.00	\$ 0.38	\$ 14,630.00	\$ 1.25	\$ 48,125.00	\$ 1.14	\$ 43,890.00
SP-04	STORM SEWER CLEANING (30-48 INCH)	LF	8,800	\$ 0.40	\$ 3,520.00	\$ 0.45	\$ 3,960.00	\$ 0.42	\$ 3,696.00	\$ 0.38	\$ 3,344.00	\$ 1.25	\$ 11,000.00	\$ 1.14	\$ 10,032.00
SP-05	HEAVY SEWER CLEANING (8-27 INCH)	LF	10,000	\$ 0.38	\$ 3,800.00	\$ 0.60	\$ 6,000.00	\$ 0.42	\$ 4,200.00	\$ 0.37	\$ 3,700.00	\$ -	\$ -	\$ 1.00	\$ 10,000.00
SP-06	HEAVY SEWER CLEANING (30-48 INCH)	LF	2,000	\$ 0.52	\$ 1,040.00	\$ 0.65	\$ 1,300.00	\$ 1.00	\$ 2,000.00	\$ 0.52	\$ 1,040.00	\$ -	\$ -	\$ 26.25	\$ 52,500.00
SP-07	STORM SEWER TELEVISIONING (8-27 INCH)	LF	38,500	\$ 0.45	\$ 17,325.00	\$ 0.45	\$ 17,325.00	\$ 0.42	\$ 16,170.00	\$ 0.45	\$ 17,325.00	\$ 0.50	\$ 19,250.00	\$ 3.00	\$ 115,500.00
SP-08	STORM SEWER TELEVISIONING (30-48 INCH)	LF	8,800	\$ 0.45	\$ 3,960.00	\$ 0.45	\$ 3,960.00	\$ 0.42	\$ 3,696.00	\$ 0.42	\$ 3,696.00	\$ 0.50	\$ 4,400.00	\$ 4.00	\$ 35,200.00
SP-09	SEWER PIPE ROOT CUTTING (8-48 INCH)	LF	1,000	\$ 0.50	\$ 500.00	\$ 0.75	\$ 750.00	\$ 0.25	\$ 250.00	\$ 0.50	\$ 500.00	\$ 1.00	\$ 1,000.00	\$ 5.00	\$ 5,000.00
SP-10	REMOVAL MINERAL DEPOSITS	LF	500	\$ 0.50	\$ 250.00	\$ 1.00	\$ 500.00	\$ 0.25	\$ 125.00	\$ 0.50	\$ 250.00	\$ 1.00	\$ 500.00	\$ 15.00	\$ 7,500.00
	TOTAL AMOUNT BID				\$53,793.00		\$58,860.00		\$63,507.00		\$78,455.00		99,325.00		\$488,172.00

Attachment: 15-15 Bid Tab (3226 : Recommendation from the BOPW to Award Contract 15-15 Televisioning)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Recommendation from the Finance/Personnel Committee to
Approve Request for the Installation of Fiber Optic Cable at Station
2.

ATTACHMENTS:

- fiber (PDF)



Office of the Fire Chief

MEMORANDUM

TO: Finance/Personnel Committee and Common Council

FROM: Dennis L. Rubin, Fire Chief

DATE: February 13, 2015

SUBJECT: Fiber Optics Cable for Fire Station 2

The Fire & Rescue Department would like to request permission to purchase and have install fiber optics cable for Fire Station at 1180 Grant Street. The City's West Side Fire Station has been connected to the City's local network via local telecom circuits for many years. The current circuit we use is a TDS T-1 copper circuit that has a speed of 1.45 mbps at a cost of \$200/mo. There are other telecom copper and fiber options, all with speeds below 10 mbps at costs averaging \$400-500 per month.

The speed of the City's local network is 1000mb, the minimum speed would be 100mb for devices like printers. The desktop computers in the East Side (Headquarters) Station are running on 1000mb. The connection at the West Side Fire Station operates at 1.45mb. Fifteen years ago 10mb to the desktop was the norm and the 100mb speed was replacing it at the time. Currently, the 100mb speed is the minimum that a desktop computer needs to be useful.

The West Side Station has 3 desktop computers and a WiFi device for remote tablet and laptop access in the emergency response vehicles.

Our IT Director, Peter Smith, was able to obtain the following price quotes from three area fiber optics contractors:

Up-Right Services, Inc. _____ \$39,950.00

Wire Technologies, Inc. _____ \$50,905.16

Quad Optical Services, Inc. _____ \$39,552.50

Pete has indicated that our City has used Up-Right and Wire Technologies previously for the same type work and was satisfied with both. Because Up-Right Services came in as the lowest bid, I recommend we use them for this project.

I would like to request that the Finance & Personnel Committee of the Common Council act favorably on this request. Please allow this item to be added to the regular of the Committee of the Whole's agenda for final approval so that work can be completed to add fiber optic cable to Fire Station #2 1180 Grant Street.

Respectfully submitted.

MEMORANDUM

CITY OF DE PERE

Date: 2/13/2015
To: Dennis Rubin, Fire Chief
From: Peter Smith, Information Technology Administrator
Subj: Fiber build to the West Side Fire Station

The City's West Side Fire Station has been connected to the City's local network via local telecom circuits for many years. The current circuit we use is a TDS T-1 copper circuit that has a speed of 1.45 mbps at a cost of \$200/mo. There are other telecom copper and fiber options, all with speeds below 10 mbps at costs averaging \$400-500/mo.

The speed of the City's local network is 1000mb, the minimum speed would be 100mb for devices like printers. Desktop computers in the East Side Station are running on 1000 mb. To contrast the two stations, 1.45 (west) versus 1000.00 (east), 15 years ago 10mb to the desktop was the norm and 100mb was replacing it at the time. Today the 100mb speed is the absolute minimum at the desktop.

The West Side Station has 3 desktop computers and a WiFi device for remote tablet and laptop access in the vehicles.

If you plan to maintain the West Side Station for another 10 years, this fiber build would provide 1000mb speed for \$40,000 compared to 10mb speed for a minimum of \$48,000 with a local telecom.

Remember, this is not an internet connection. This is a secure network with 1000mb speeds both up and down. Internet circuits provide high speed down but not up, we need it both ways.

I received price quotes from 3 contractors: (located at Q:\FIRE Department\2015 Fiber Build to West Side Station)

Up-Right Services, Inc.	\$39,950.00
Wire Technologies, Inc.	\$50,905.16
Quad Optical Services, Inc.	\$39,552.50

The City used Up-Right and Wire Technologies previously for the same type work and was satisfied with both. Because Up-Right Services came in near low, and we have experience with them I recommend we use them for this build.

Attachment: fiber (3247 : Recommendation from F/P - Installation of Fiber Optic Cable at Station 2)

UP-RIGHT SERVICES

3188 MANITOWOC RD
GREEN BAY, WI. 54311

PHONE 920 863-2355

FAX 920 863-2356

CELL 920 660-1942

2/17/2015

PROPOSAL

Client: CITY OF DE PERE
DE PERE WI, 54115

ATT: PETER SMITH

Phone #: 920-621-8594
Fax #:

Location: DE PERE MIDDLE SCHOOL/FIRE STATION

Description:	2700' BORE WITH 1.25" ROLL CONDUIT INCLUDED @ \$10.50 PER FT	\$28350.00
	3-24"X 36" PULL BOXES SUPPLIED AND INSTALLED @ \$1000.00 EACH	\$ 3000.00
	3000' FIBER CABLE AND JETTING IN OF FIBER @ \$1.50 PER FT	\$ 4500.00
	TESTING TERMINATION AND EQUIPMENT	\$ 4100.00

NOTE: OTHERS TO SET HEIGHTS AND LOCATIONS PRIOR TO START OF WORK
TRENCHES TO BE BACKFILL WITH EXISTING AND MOUNDED
WE CANNOT BE RESPONSIBLE FOR UNMARKED PRIVATE UTILITIES
PRICE INCLUDES CLEAN-UP AND REMOVAL OF EXCAVATED MATERIALS

PRICE \$ 39950.00
THANK YOU!

Quoted by: KURT SEIDL Date: 12/11/14

Acceptance of proposal

Signature: _____ Date: _____

By signing, you agree to contract Up-Right services to perform the work stated above

Terms and Conditions

PRICE QUOTATION IS GOOD FOR 90 DAYS. Changes and/or time additions, delays caused by the client, special consultations and all other work expenses that cannot be estimated accurately in advance will be billed extra unless otherwise specified herein.

The Client: Agrees to pay all costs of collection in the event of default of payment by the client, including a reasonable attorney's fee. In the event of delinquent payments, the client will be charged a rate of 1 ½% interest for every month after the first 30 days. Payments to be made as follows: balance due 30 days after completion.

Attachment: fiber (3247 : Recommendation from F/P - Installation of Fiber Optic Cable at Station 2)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE:	March 17, 2015
DEPARTMENT:	Administrative Services
FROM:	Kevin Clark
SUBJECT:	Recommendation from the Finance and Personnel Committee to approve \$500 donation from the Kress Inn & Bemis Conference Center in support of De PereTV.

Staff is requesting approval to accept a \$500 donation from the Kress Inn & Bemis Conference Center. The donation will be used to support station operations. Kress Inn & Bemis Conference Center will be recognized as a supporter of De PereTV as well as acknowledged by a letter of thanks and appreciation.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Common Council

FROM: Derek Beiderwieden

SUBJECT: Ordinance #15-11, Amending Chapter 106 De Pere Municipal Code Regarding Special Events and Penalties (tabled at February 17, 2015 Common Council Meeting) (first reading at March 3, 2015 Common Council Meeting) (second reading).

Historically, the police department was the coordinator of special events, road closures, parades, runs or other events involving city right-of way or property other than a city park. The coordination and involvement originally may have worked when there were only a few events a year. However, today, with the popularity of running events, fundraiser's, regional marathons, and other special events in De Pere, there emerged a need to diversify the various components of special event planning to the departments and units of the city that could provide appropriate expert advice.

The process used to entail an application submitted to the police department, a review and usually some meetings, a request by police personnel to get additional information, requests for maps, insurance certificates, and answering questions for alcohol sales, food delivery, sanitary services, and fire, ambulance and security services. The process became almost a full-time job for police management staff in the spring and summer of each year.

A committee was formed consisting of (volunteer) key players that were tasked to look at the scope of the problem and to develop diversification solutions. Through a series of meetings the committee developed a new comprehensive Special Event ordinance, a pre-planning packet for event planners and coordinators, a contemporary application, and a good start on the development of an electronic version of the entire package, the committee's ultimate goal.

The new process for an event begins with an event planner's review of the new Special Event pre-planning packet that spells out the various components of the new ordinance, requirements by state law or identifies special situations or hazardous situations that may require additional planning and coordination with a specific city department or public safety staffing. After reviewing the pre-planning packet, an event planner will be more cognizant of city requirements and be fully prepared when submitting an application. Then, at least 60 days prior to the event, the event planner submits a comprehensive application to the City Clerk's office where the city

clerk assesses the event using established criterion and ensures a proper deposit fee is submitted, depending on the type of event. The application is forwarded to various city departments or units if those departments or units are required to approve an application part, or are involved in city coordination for the event. Once each department or unit approves its part, the application parts are returned to the city clerk, the clerk approves the application and the event planner is notified.

A schedule of fees for all special events is being proposed to help offset administrative costs associated with review of the application, coordination of services with event planner, assistance with additional city permits, etc. The fee schedule is in line with other Brown County jurisdictions.

The fees schedule (set by resolution) is proposed as follows:

Low Hazard and First Amendment expressive activities in a traditional public forum	\$25
Medium Hazard	\$50
High Hazard	\$250

The fee is collected at the time the application is submitted. The fee is considered a deposit at first as the fee may need to change after reviews by various departments, historic data, or other factors. Any changes will be communicated with the event planner. Also, any fee collected will be considered when the event planner is required to submit an application for an additional license or permit from the city. The highest dollar amount or the difference will be collected. For instance, if an event is originally charged a \$50 fee at application, but needs an additional permit to sell beer at say \$45, the event is not charged the additional fee for the beer sales. However, if the same event at \$50 needed to get a \$100 permit for something, the event would be charged an additional \$50 for the difference in the other permit fee.

The special event committee and the police department encourage the adoption of the ordinance and the fee schedule. Attached to this agenda item are the application and the ordinance. The pre-application packet is still a work in progress with some last minute changes still being completed. It should be available for the common council meeting.

If there are any questions please contact me at you convenience.

ATTACHMENTS:

- Ord15-11 (DOCX)
- Application - Special Events - Draft (DOC)
- SpecialEventPlanning Packet with Pictures 3 (PDF)

ORDINANCE #15-11

AMENDING CHAPTER 106 DE PERE MUNICIPAL CODE
REGARDING SPECIAL EVENTS AND PENALTIES

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

AS FOLLOWS:

SECTION 1: Section 106-6(f), *Special Events*, is hereby created to read as follows:

- (a) *Special Events*. This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds.
- (1) *Definitions*.
- A. *Low Hazard Event*. Special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.
 - B. *Medium Hazard Event*. Special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.
 - C. *High Hazard Event*. Special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of over 10,000 persons. High hazard events shall include, but not be limited to, events with more than 20 lbs of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, vehicle races and fireworks displays.
 - D. *Person*. Any person, firm, partnership, association, corporation, company, or organization of any kind.
- (2) *Permit Required*. No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the City Clerk-Treasurer. The special event permit shall be in addition to any underlying permit requirement (i.e. parade permit; park use agreement); however only one permit fee shall be charged, which shall be the higher of the various permit fees.

(3) *Exceptions.* This section shall not apply to funeral processions or to neighborhood block parties in compliance with §22-8 of this Code. Any event sponsored by a governmental agency or entity shall be required to obtain all necessary permits required for the activity sponsored, but no permit fee shall be required.

(4) *Application.*

A. *Filing and Contents.* An application for a special event permit shall be filed with the Clerk-Treasurer not less than 60 days before the proposed date of the event on a form to be provided by the Clerk-Treasurer unless the permit request is for 1st Amendment expression purposes, in which case the application shall be filed within 7 calendar days of the event. The application shall set forth the following information:

1. The name, addresses, and contact information of the person seeking to conduct such event.
2. The name, addresses, and contact information of the event coordinator and the on-site contact.
3. The date when the event is to be conducted.
4. The hours such event will start and terminate, including set-up and take-down times.
5. The event location or route to be traveled, the starting point, and the termination point, if applicable.
6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.
7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.
8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
9. Any additional information which the Clerk-Treasurer finds reasonably necessary to a fair determination as to whether a permit should be issued.

B. *Late Applications.* The Clerk-Treasurer, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled.

C. *Fees.*

1. A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the City by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.

2. The application fee may be refunded by the Common Council for events sponsored by charitable organizations located in the City which have IRS section 501(c) status.
 3. Fees for services provided by the City for the event will be assessed to the permit applicant and paid prior to the start of the event.
- D. *Insurance and Indemnification.* No proof of insurance or indemnification is required for low hazard events. For medium and high hazard events, the applicant shall furnish a certificate of insurance in an amount of Two Million Dollars per occurrence, Two Million Dollars aggregate, naming the City of De Pere as an additional insured. Higher insurance limits may be required for high hazard events as determined necessary by the City Attorney.
- (5) *Additional City Services.* If the special event will require more than the minimal use of any City equipment or services, the applicant shall pay the actual costs for the use of such equipment or services. This may include, but is not limited to, police services, fire/rescue services, barricades and the like. As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional City services.

To ensure public safety for the event and the City, the City reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines), but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined in the sole discretion of the police/fire chief or their respective designee. Outside vendors may be retained for such services; however, City approval of such vendors and services shall be obtained prior to the event.

City of De Pere Fire Rescue Department Emergency Fire/Medical Resource Guidelines for Special Events

Emergency Fire/Medical Resources Matrix for Special Events is a guideline used to determine appropriate emergency medical resources for Special Events in the City of De Pere. The need for multiple or additional resources based on Special Risk Considerations will be determined by the Fire Chief or his/her designee and will be communicated to event organizer/sponsor. Costs associated with these resources are the responsibility of the event organizer/sponsor.

- Required resource. Multiple resources may be considered dependent on Special Risk Considerations.
- ✓ Recommended resource intended to ensure safety of participants.

Event Type	Anticipated Maximum Crowd Size	Knowledge of 911 Access and CPR	Basic First Aid Station(s)	First Aid Station(s) Including Nurse	ALS 2 Ambulances	Firefighting Team(s) 4 Firefighters 1 Supervisor
Any Event Requiring a Special Event Permit	Less than 4,000	●	✓			
	4,000 to 10,000	●	✓	✓	✓	✓
	10,000 to 50,000	●	●	✓	●	●
	Over 50,000	●	●	✓	●	●

Special Risk Considerations which may affect the required fire/medical resources needed include but are not limited to:

- | | |
|---|--|
| ☐ Night vs. Daytime | ☐ Location/Geography/Multiple Locations |
| ☐ Alcohol availability/use | ☐ Weather/Time of Year |
| ☐ Length of Event | ☐ Problems encountered with Event in past |
| ☐ Type of Event | ☐ Fireworks/Pyrotechnics |
| ☐ Audience Demographics | ☐ General Admission/Reserved Seating |

* Special Events organizers can utilize private providers in lieu of City services. If a private provider is used, a medical plan must be submitted to and authorized by the Fire Department at the time of application.

City of De Pere Police Department Public Safety and Security Resource Guidelines for Special Events

Security Matrix for Special Events is a guideline used to determine appropriate resources for Special Events in the City of De Pere. The need for multiple or additional resources based on Special Risk Considerations will be determined by the Police Chief or his/her designee and will be communicated to event organizer/sponsor. Costs associated with these resources are the responsibility of the event organizer/sponsor.

- Required resource. Multiple resources may be considered dependent on Special Risk Considerations.
- ✓ Recommended resource intended to ensure safety of participants.

Event Type	Anticipated Maximum Crowd Size	4-9 Officers Plus 0-1 Supervisors	9-14 Officers Plus 1-2 Supervisors	14-21 Officers Plus 2-3 Supervisors	21-30 Officers Plus 3-6 Supervisors
Any Event Requiring a Special Event Permit	Less than 4,000	●	✓		
	4,000 to 10,000	N/A	●	✓	
	10,000 to 50,000	N/A	N/A	●	✓
	Over 50,000	N/A	N/A	N/A	●

Special Risk Considerations which may affect the required police resources needed include but are not limited to:

- | | |
|---|--|
| ☐ Night vs. Daytime | ☐ Location/Geography/Multiple Locations |
| ☐ Alcohol availability/use | ☐ Weather/Time of Year |
| ☐ Length of Event | ☐ Problems encountered with Event in past |
| ☐ Type of Event | ☐ Fireworks/Pyrotechnics |
| ☐ Audience Demographics | ☐ General Admission/Reserved Seating |

- (6) *Standards for Issuance.* The Clerk-Treasurer shall issue the permit when, from a consideration of the application, consultation with other City departments as necessary, and from such other information as may otherwise be obtained, it appears that:
- A. The applicant has complied with all of the application requirements of subsection (4).
 - B. The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.
 - C. The conduct of the event will not require the diversion of so great a number of police officers as to prevent normal police protection to the City.
 - D. The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection of or ambulance service to areas in the vicinity of the event.
 - E. The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.
 - F. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
 - G. The special event will not conflict or interfere with another special event for which a permit has already been granted.
 - H. There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.
 - I. Adequate sanitation or other necessary health facilities will be available at the event.
 - J. The conduct of the event is not reasonably likely to cause injury to persons or property.
 - K. The applicant has no history of non-compliance with any City or State regulation pertaining to the activities covered by this section.
- (7) *Action upon Application.* The Clerk-Treasurer shall provide written notice of the issuance or denial of the permit within 30 days of receipt of an application, unless the permit request is for 1st Amendment expression purposes within a public forum, in which case the written notification shall be provided within three (3) days of application. If the application is denied, the notice shall state the reasons for the denial.
- (8) *Appeal Procedure.* Any person aggrieved may appeal the denial of a special event permit as provided in §106-2(g) of this Code.
- (9) *Notice to City and Other Officials.* Immediately upon the issuance of a special event permit, the Clerk-Treasurer shall send a copy thereof to the Mayor, Common Council members, and city departments involved in the permitting process.
- (10) *Duties of Permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

SECTION 2: All subsequent sections of §106-6 shall be renumbered accordingly.

SECTION 3: **Section 106-7, Penalties for non-compliance with this Chapter**, is hereby created to read as follows:

Any person who violates this chapter shall be subject to such forfeiture as determined by resolution of the common council. Each act of violation and each day upon which a violation occurs or continues constitutes a separate offense.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

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

CITY OF DE PERE - Special Event Permit Application

Special Event: Any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds. **Exceptions:** this permit shall not apply to funeral processions or to neighborhood block parties.

Part A - APPLICATION INSTRUCTIONS: File this completed application **not less than 60 days before the proposed date of the event** and the required fee with the Clerk-Treasurer, 335 S. Broadway, De Pere, WI 54115. Answer all questions completely. Use an additional sheet of paper if you cannot answer a question within the space provided.

Part B - TO BE COMPLETED BY APPLICANT

1.	Name of Company or Organization: Address of Company or Organization: Phone Number: Type of Event: Event Name: Event Date/Times:
2.	Contact information for the Event Coordinator : First: _____ Middle: _____ Last: _____ Phone Number: _____ Address: _____ Email: _____
3.	Contact information for the Onsite Event Contact (please list an alternative contact if the Event Coordinator will be onsite for the event) : First: _____ Middle: _____ Last: _____ Phone Number: _____ Address: _____ Email: _____
4.	Description of Event: Please explain the event location or route to be traveled, the starting point, and the termination point (Please provide a map of the route/event location with your application): If the event is taking place in city streets, please describe where: How much of the street will be used (all of the width, a portion of the width, sidewalks, etc.)? If there is a route, how is it being marked?
5.	Approximate Number of Persons attending the event (including volunteers, monitors, and spectators): What information are you using to estimate this number?
6.	Please explain your event plan for event attendee parking:

7.	Please explain the time at which units of the event will begin to assemble at any such assembly area or areas:
8.	Will there be fireworks? ☐ No ☐ Yes (if so, please contact the De Pere Fire Department at 339-2467)
9.	Will there be tents or booths? ☐ No ☐ Yes (if so, please contact the Building Inspection Department at 339-4052)
10.	Will alcohol be served? ☐ No ☐ Yes (if so, please contact the City of De Pere Clerk – Treasurer’s Office at 339-4050)
11.	Will food be served? ☐ No ☐ Yes Will there be amplified sound? ☐ No ☐ Yes (if you answer yes to either question, please contact the City of De Pere Health Department at 339-4054)
12.	Will garbage pick-up and clean-up be needed? ☐ No ☐ Yes Will barricading/fencing be needed? ☐ No ☐ Yes Will street sweeping be needed? ☐ No ☐ Yes (if you answer yes to any of these questions, please contact the Public Works Department at 339-339-4060)
13.	A certificate of insurance naming the City of De Pere as an additional insured is required for any event held in the City of De Pere. Have you acquired insurance for this event? ☐ No ☐ Yes (if so, please provide a copy to the Clerk’s office upon application for the Special Event Permit. If not, you must submit a certificate of insurance for the event as soon as possible.)
14.	Please provide us with any additional information that you feel is necessary in order for the City of De Pere to process this application:

Part C - TO BE COMPLETED AT THE CITY CLERK'S OFFICE

READ CAREFULLY BEFORE SIGNING. The undersigned states that each of the above questions has been truthfully answered to the best of my knowledge. I understand that any activity engaged in is limited to the time, date, location and inventory representations made on this application and by the provisions of Chapter 106 De Pere Municipal Code. I hereby designate the City Clerk-Treasurer for the City of De Pere as my agent for the purposes of accepting service in any civil action arising out of or in conjunction with the use of this permit.

Applicant Signature: _____ **Date:** _____

Part D - FOR CITY USE ONLY

Hazard Designation:_____ **Permit Fee:** _____ **Date collected:** _____ **Receipt #:** _____

Certificate of Insurance provided: _____ **Approved by the City Attorney:** _____

Low Hazard and First Amendment expressive activities in a traditional public forum	\$25
Medium Hazard	\$50
High Hazard	\$250

Low Hazard Event. Special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.

Medium Hazard Event. Special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.

High Hazard Event. Special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of over 10,000 persons. High hazard events shall include, but not be limited to, events with more than 20 lbs of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, vehicle races and fireworks displays.

Routing:

Parks Department

Public Works Department

Fire Department

Police Department

Building Inspection

Health Department

Legal Department



City of De Pere

Planning a Special Event?

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What is a Special Event?

The City of De Pere defines a "*Special Event*" as:

"Any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds."



Notes/Comments:

What is a Special Event?

If yes, a *Special Event Application Form* must be completed and submitted to the address below. If you are not sure if your event meets the definition of special event, complete and submit a permit application and we will assist you in making a determination.

Note: Blank form attached or download on website at:

www.de-pere.org

Click on "*Planning a Special Event?*"

The completed application must be received at least **60 days** prior to your event date(s). If the permit request is for 1st Amendment expression purposes, the application must be submitted at least **7 calendar days** prior to your event.

Applications submitted late may not be approved.

☐ Please Contact (all other permits):

**Clerk Treasurer Office
(920) 339-4050**

☐ Please Contact (Block Party Permits):

**Department of Public Works
(920) 339-4060**

or

**City of De Pere Police Department
920-339-4078**

Notes/Comments:

Will your event be held in a City of De Pere park?

If yes, have you reserved your facility and obtained your reservation agreement? Have you received the Park Rules and Regulations?

☐ Please Contact: _____

**De Pere Parks and Recreation Department
(920) 339-4065**



Notes/Comments:

Will your event be held on private property?

If your event will be held solely on **private property**, the event is likely not a "Special Event." However, other regulations may apply.

If your event is expected to have in excess of 49 people and will be held in a building or tent/canopy, the requirements of NFPA1, Chapter 2D must be met. For more information:

☐ Please Contact for special public assembly event requirements:

De Pere Fire Department
(920) 339-2467

OR

View the National Fire Protection
Association (NFPA) website at
www.nfpa.org.



Have you designated an Event Coordinator?

It is critical to designate **ONE** main contact to help coordinate city services (attend meetings and communicate needs with city departments as applicable) for your event. It is likely city officials will need to meet and/or speak to the Event Coordinator to help ensure needs of the event are met and that specific details about the event are discussed.

Please don't assume after completing and submitting an application permit for a Special Event that your obligation has ended and services will be provided without making appropriate contacts to applicable city departments.

Please Note: The Clerk-Treasurer will not approve the event until all applicable departments involved approve the application.

The contact person designated will generally be sent the approved permit unless otherwise requested.



Notes/Comments:

Will alcoholic beverages be served at your Special Event?

If yes, a separate Temporary Class “B”/”Class B” License will be required if you wish to sell beer or wine. Distilled alcoholic beverages cannot be sold or served at special events.

This Special license is only approved for:

1. Bona Fide Clubs that have been in existence for at least 6 months prior to the date of the application;
2. State, county, or local fair associations, or agricultural societies;
3. Church, lodge, or society that has been in existence for at least 6 months prior to the date of application;
4. Posts of Veteran’s Organizations.

Proof of status may be required.

This license application must be obtained from the Office of the City Clerk and must be completed and returned at least **14 days** before your event. It is recommended that you submit this application at the same time you submit your Special Event Application.

You are required to have a least one licensed bartender to sell alcohol at your event. The City Clerk will also be able to provide you information on how to obtain an Operator’s (Bartender) license.

Keep in mind alcohol is allowed in certain parks only with a permit from the Park Director. Contact the De Pere Parks and Recreation Department at 339-4065 for details.

Please Contact:

Clerk-Treasurer’s Office at 920-339-4050.

Will you be selling or serving food?

If yes, please contact the City of De Pere Health Department for rules, regulations and the necessary application form to sell and/or serve food.

☐ Please Contact:

**De Pere Health Department
335 S. Broadway
De Pere, WI 54115
(920) 339-4054**



Notes/Comments:

Will you be erecting a tent or other temporary structure?

If yes, please contact the De Pere Fire Department and also the De Pere Parks and Recreation Department.

NOTE: Any tents over **200 square feet**, and/or any canopy over **400 square feet** requires a building permit from the De Pere Building Inspection Department.

☐ Please Contact:

**De Pere Fire Department
(920) 339-2467**

☐ Please Contact:

**De Pere Parks and Recreation Department
(920) 339-4065**

☐ Please Contact:

**De Pere Building Inspection Department
(920) 339-4052**

PLEASE NOTE THAT TENT STAKES WILL NOT BE ALLOWED TO BE DRIVEN INTO ASPHALT (public roadway or parking lot).

DIGGERS HOTLINE may also need to be contacted for tent stakes at 800-242-8511.

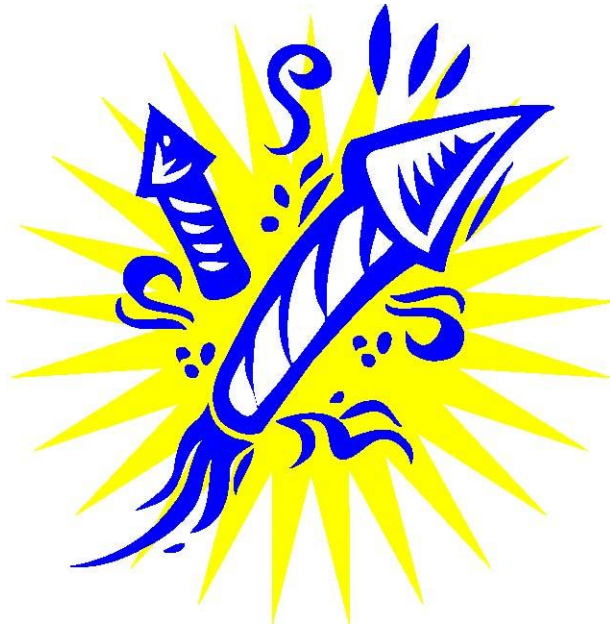
Notes/Comments:

Will any fireworks, open fire, or pyrotechnic devices be used?

If yes, please contact the De Pere Fire Department for the necessary permits and regulations.

☐ Please Contact:

**De Pere Fire Department
(920) 339-2467**



Will your event require ANY streets to be closed?

If yes, the Department of Public Works and the De Pere Police Department will need to review your request to ensure that all safety measures are met and the street closure(s) will not adversely affect traffic flow. **The City must authorize all street closures regardless of duration.**

A legible detailed map of your event **must** be attached to your Special Event Application form. Your map should indicate all the streets, including number of lanes to be used, all turns, and the direction of the route, if applicable.

☐ Please Contact:

**Department of Public Works
(920) 339-4060**

☐ Please Contact:

**De Pere Police Department
(920) 339-4078**



Will your event require special parking arrangements?

If yes, please indicate what type, when and where the parking arrangements will be needed. Also, please indicate if you anticipate event parking to overflow onto public streets.

☐ Please Contact:

**Department of Public Works
(920) 339-4060**



Will you require special power/utility requirements?

If yes, Public Works and/or Parks and Recreation (if applicable) will need to review your request to ensure adequate power and electrical facilities and distribution are available.

☐ Please Contact:

**Department of Public Works
(920) 339-4060**

☐ Please Contact:

**De Pere Parks and Recreation Department
(920) 339-4065**

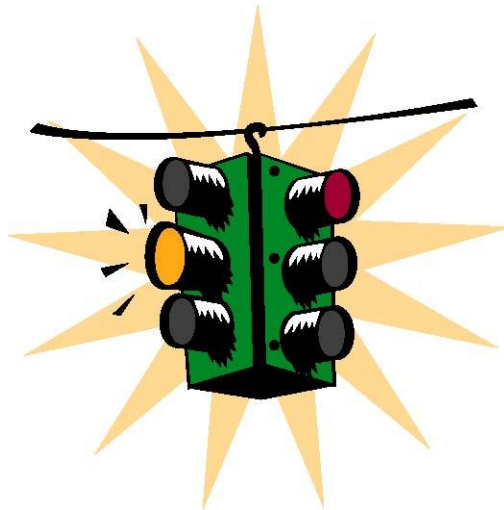


Will your event include pedi-cabs or other public vehicles?

If yes, a **Public Vehicle License** may be required for the vehicles used. Please contact the Clerk-Treasurer Office for a license application.

☐ Please Contact:

Clerk-Treasurer Office
(920) 339-4050



How to determine if the event needs fire, emergency medical and/or police services?

Emergency service resource matrices for Special Events are guidelines used to determine appropriate emergency fire, medical or policing resources for Special Events in the City of De Pere. The need for multiple or additional resources based on Special Risk Considerations will be determined by the Fire and Police Chief's or his/her designee's and will be communicated to the event organizer/sponsor. Costs associated with these resources are the responsibility of the event organizer/sponsor.

* Outside vendors may be retained for such services; however, City approval of such vendors and services shall be obtained prior to the event, and if medical services are provided by an outside source a medical plan must be approved by the fire chief.

- Required resource. Multiple resources may be considered dependent on Special Risk Considerations.
- ✓ Recommended resource intended to ensure safety of participants.

FIRE

Event Type	Anticipated Maximum Crowd Size	Knowledge of 911 Access and CPR	Basic First Aid Station(s)	First Aid Station(s) Including Nurse	ALS 2 Ambulances	Firefighting Team(s) 4 Firefighters 1 Supervisor
Any Event Requiring a Special Event Permit	Less than 4,000	●	✓			
	4,000 to 10,000	●	✓	✓	✓	✓
	10,000 to 50,000	●	●	✓	●	●
	Over 50,000	●	●	✓	●	●

POLICE

Event Type	Anticipated Maximum Crowd Size	4-9 Officers Plus 0-1 Supervisors	9-14 Officers Plus 1-2 Supervisors	14-21 Officers Plus 2-3 Supervisors	21-30 Officers Plus 3-6 Supervisors
Any Event Requiring a Special Event Permit	Less than 4,000	●	✓		
	4,000 to 10,000	N/A	●	✓	
	10,000 to 50,000	N/A	N/A	●	✓
	Over 50,000	N/A	N/A	N/A	●

Special Risk Considerations which may affect the required fire/medical or police resources needed include but are not limited to:

- | | |
|---|--|
| ☐ Night vs. Daytime | ☐ Location/Geography/Multiple Locations |
| ☐ Alcohol availability/use | ☐ Weather/Time of Year |
| ☐ Length of Event | ☐ Problems encountered with Event in past |
| ☐ Type of Event | ☐ Fireworks/Pyrotechnics |
| ☐ Audience Demographics | ☐ General Admission/Reserved Seating |

The contact information for the Fire and Police Departments is as follows:

Fire Department
400 Lewis Street
De Pere, WI 54115
920-339-4087

Police Department
325 S. Broadway Street
De Pere, WI 54115
920-339-4078

Will you need any other City Services?

If yes, will you require dumpsters, street sweeping, water disposal, or any other type of cleanup?

The De Pere Parks and Recreation Department can supply extra tables, benches, and garbage cans.

☐ Please Contact:

**Department of Public Works
(920) 339-4060**

☐ Please Contact:

**De Pere Parks and Recreation Department
(920) 339-4065**



Will you be providing Toilet Facilities?

If yes, please indicate the number of toilet you will be making available (please refer to guidance below).

If you will not be providing toilet facilities, please describe the facilities available on the premises.

Portable Toilet Guidance

People Attending	Number of Hours for Event									
	1	2	3	4	5	6	7	8	9	10
	Units Needed									
1-50	1	1	1	1	2	2	2	2	2	2
50-100	2	2	2	2	2	3	3	3	3	3
100-250	3	3	3	3	4	4	4	4	4	6
250-500	4	4	4	4	6	6	8	8	8	8
500-1000	4	5	6	7	7	8	8	8	9	9
2,000	6	10	12	13	14	14	14	15	15	15
3,000	9	14	17	19	20	21	21	21	21	22
4,000	12	19	23	25	28	28	28	30	30	30
5,000	15	23	32	32	34	36	36	36	36	36
6,000	17	28	34	38	40	42	42	42	42	42
7,000	20	32	40	44	46	48	50	50	50	50
8,000	23	38	46	50	54	57	57	57	57	57
10,000	30	46	57	63	66	69	69	72	72	72

Fees & Other Information

Sponsors of special events must comply with all applicable city ordinances, traffic rules, park rules, state health laws, fire codes, and liquor licensing regulations.

FEES for park facilities, permits, and other city services (fire/EMS, public works, police/security), if applicable, are **IN ADDITION** to the Special Event Application fee.

Per De Pere City Ordinance, vendors participating in your event may be required to obtain a Direct Seller's Permit. All other vendors/sellers should not interfere with your event.

Most special events DO require insurance. Prior to approval of your event, the Clerk-Treasurer will require a certificate of insurance to be provided with appropriate coverages, limits, and endorsements. For more information contact the Clerk-Treasurer at 339-4050.



City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Ordinance #15-13, Amending Chapter 82 De Pere Municipal Code Regarding Refuse or Rubbish Drop-Off Site(s).

The Board of Public Works recommendation is for the City Attorney to draft an ordinance to be brought before the City Council for final approval prohibiting the salvaging of material dropped off at the Municipal Service Center..

The City currently allows residents to drop off rubbish at the Municipal Service Center (MSC) 7 AM to 7 PM Sunday through Saturday. This service was established when the City eliminated weekly curbside rubbish collection. The implementation of this service has been positive because it allows a place for residents to bring their rubbish to drop off instead of having to wait for the twice a year curbside collection which is schedule for the week of June 1st - 4th and September 8th - 11th this year. Along with the positive come the negative. Every year since the implementation of this service, the City has allowed residents to salvage the materials from the bins. It has become apparent, that allowing residents to salvage the materials disposed of at the MSC has now created a nuisance problem with various properties throughout the City. This has resulted in regular complaints and enforcement issues with the inspections and police department. In order to reduce the nuisance problem, staff is recommending creating an ordinance that would prohibit anyone from salvaging materials from the bins at the MSC.

ATTACHMENTS:

- Ord15-13 (DOCX)
- Sec. 82-1 and 82-5 current ordinance (DOCX)

ORDINANCE #15-13

AMENDING CHAPTER 82 DE PERE MUNICIPAL CODE
REGARDING REFUSE OR RUBBISH DROP-OFF SITE(S)

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

SECTION 1: **§82-1, Definitions**, is hereby amended by adding the following definition thereto:

Refuse or Rubbish Drop-Off Site means a public site prepared and operated by the City for the purposes of refuse or rubbish drop-off.

SECTION 2: §82-5(c) is hereby repealed and recreated to read as follows:

- (c) Refuse or rubbish drop off site. The City may establish such refuse or rubbish drop-off sites as deemed appropriate by the Board of Public Works. Such drop-off site shall be subject to the following regulations:
- (1) Only refuse or rubbish as defined in this chapter and prepared in accordance with this section shall be deposited at any designated drop-off site.
 - (2) Such drop-off site shall be used only by residents of the City.
 - (3) Such drop-off site shall be used solely for purposes of dropping off and depositing refuse or rubbish at the site. No person shall take, carry away or in any manner remove any refuse or rubbish deposited or in the process of being deposited at the site.
 - (4) The Director of Public Works shall establish such other regulations as reasonably pertain to the operation of the drop-off site.

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

SECTION 4: This ordinance shall take effect on and after March 30, 2015, and the Director of Public Works is directed to erect such signs and other means of notifying users of the drop-off site of the implementation of these new regulations.

Ordinance #15-13
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

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

Attachment: Ord15-13 (3235 : Ordinance #15-13, Prohibiting Salvaging Materials Dropped Off At Municipal Service Center)

CURRENT ORDINANCE

Sec. 82-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bi-metal container means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

Brush means trimmings from shrubs and trees, tree limbs less than six inches in diameter, and stalks from garden plants. Brush does not include stumps, root balls or logs greater than six inches in diameter.

Bundle means a securely tied bail or stack of paper products or wood not to exceed dimensions of 12 inches × 18 inches × 12 inches nor a weight of 50 pounds.

Collectable recyclables means aluminum containers, corrugated paper, or other container board; foam polystyrene packaging; glass containers; magazines; newspaper, office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; and bi-metal containers. The items listed as collectable recyclables in this definition may be modified by the director of public works in accordance with the effective date of state law or applicable state department of natural resources regulations or variances therefrom. The director of public works shall be responsible for informing the public of all acceptable collectable recyclables.

Collectable solid waste means garbage, collectable recyclables, brush, yard waste and refuse.

Commercial garbage means waste resulting from the operation of business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.

Compost site means a public site prepared and operated by the city for the purpose of composting yard waste.

Construction debris means all waste resulting from construction or reconstruction of any building, roadway, sidewalk, or sewer; also, any yard waste or brush generated by a service contractor.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Disposable bag and bag mean a one-way disposable bag made of polyurethane or other plastic material with a securing twist tie consisting of a minimum of two-ply paper and minimum of 1½ mils thickness for plastic. Bags shall not exceed a volume capacity of 30 gallons nor a weight of 50 pounds. Whenever the terms "disposable bag" and "bag" are used in this chapter, such words will mean disposable bag as described in this definition.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfied one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Garbage means miscellaneous waste material, excluding recyclables, including, but not limited to, discarded material resulting from handling, processing, storing, consumption of food, paper, metals, rubber, wood, cloth, and litter. Garbage shall specifically exclude hazardous, offensive, noxious or toxic wastes, refuse, construction debris, yard waste or brush.

Hazardous and/or toxic waste means waste materials or substances which, during normal storage in handling, may be a potential cause of harm, sickness or death, such as explosives, petroleum products, metal or pharmaceutical materials, corrosive chemicals, poisonous or pathogenic substances, pesticides,

chemicals, radioactive materials, toxic materials, and all other similar harmful substances, whether in solid, liquid or gaseous form.

HDPE means high density polyethylene, labeled by the SPI code #2.

LDPE means low density polyethylene, labeled by the SPI code #4.

Landscape/lawn care operation means all landscape, lawn care, nursery or other business which provides landscape and lawn care services to others for a fee or other consideration.

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, humidifier or water heater. Major appliances are considered refuse for purposes of this chapter. Microwave ovens which have had the capacitor removed shall not be considered major appliances.

Manufacturing garbage means waste resulting from manufacturing or processes and operations, excluding hazardous, offensive, toxic or noxious wastes, refuse, yard waste, brush or construction debris.

Multiple-family dwelling means a property containing five or more residential units, including those which are occupied seasonally.

Newspaper means a newspaper and other materials printed on newsprint.

Nonresidential facilities and properties means commercial, retail, industrial, institutional and governmental facilities and properties. This term nonresidential facilities and properties does not include multiple-family dwellings.

Noxious and/or offensive waste means those wastes that are unwholesome or have an unpleasant smell or are otherwise noxious and/or offensive, such as manure, filth, slop, carcasses, carrion meat, fish, entrails, hides and hide scrapings, paint, kerosene, oil or greasy substances, and objects that may cause injury to any person or animal or damage to vehicles such as barbed wire, briar thorns or similar materials. The term "manure" herein shall not include the excrement/fecal waste of domesticated animals allowed upon R-1 Single Family Residence District and R-2 Single and Two Family Residence District zoned parcels provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

Office paper means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

Other resins and multiple resins mean plastic resins labeled by the SPI code #7.

Overflow collection day means a day on which garbage placed in a disposable bag may be placed along side but not inside the polycart for collection. An overflow collection day shall be such day (s) as is declared by the city and shall also mean any such day that an "overflow tag" is affixed to the garbage bag which is placed outside the polycart.

Overflow tag means the tag purchased at city hall or the municipal service center for the privilege of placing garbage bags not in a polycart out for pick up. Each overflow tag shall permit the placement of no more than two overflow garbage bags for collection. The fee for such tag shall be as established by resolution of the common council.

Patron means any person producing any type of waste material covered by the regulations of this chapter. In the case of a firm or corporation, the term "patron" will be construed to mean the principal agent, office or employee responsible for the firm or corporation.

Person means any individual, corporation, partnership, association, local governmental unit, as defined in Wis. Stats. § 66.299(1)(a), state agency or authority, or federal agency.

PETE means polyethylene terephthalate, labeled by the SPI code #1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

Polycart means a reusable container approved by the street department and specifically designed to be adaptable to city garbage and recycling truck automated pickup.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stats. § 144.61(5), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stats. § 144.44(7)(a)1.

PP means polypropylene, labeled by the SPI code #5.

PS means polystyrene, labeled by the SPI code #6.

PVC means polyvinyl chloride, labeled by the SPI code #3.

Recyclable materials means lead acid batteries; major appliances; waste oil; yard waste; and collectable recyclables as defined in this section.

Refuse or rubbish means miscellaneous waste material that is bulky or of such a size as is not normally collected with garbage including but not limited to furniture, carpet, mattresses, screen/storm doors, swing sets, plumbing fixtures, ovens, washtubs, wheelbarrows, bikes, box springs and similar items. Refuse or rubbish also means air conditioners, dehumidifiers, freezers, refrigerators and water coolers only if such items have a city issued Freon sticker placed upon them in advance of collection.

The director of public works shall maintain a list of acceptable items falling within the refuse or rubbish classification.

Residential source means a property containing one, two, three or four residential units, including those which are occupied seasonally.

Reusable container and container mean durable, rust resistant, nonabsorbent, watertight, rodent proof, and easily cleanable receptacle with close fitting cover and adequate handles or bales to facilitate handling and which does not exceed a volume capacity of 31 gallons. Whenever the terms "reusable container" and "container" are used in this chapter, such words will mean reusable container for storage of solid waste between collections only.

Solid waste means garbage, recyclables, brush, yard waste, refuse, construction debris; hazardous, toxic, offensive or noxious wastes.

Solid waste facility means as specified in Wis. Stats. § 144.43(5).

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. Treatment includes incineration.

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means all materials originating in the yard and garden which are capable of natural decomposition, including leaves, grass clippings, and other vegetation, exclusive of brush, stumps, root balls or logs greater than six inches in diameter.

(Code 1974, § 23.01; Ord. No. 04-04, § 1, 2-3-2004; Ord. No. 04-06, § 1, 3-2-2004; Ord. No. 04-33, § 5, 12-21-2004; Ord. No. 08-12, § 1, 5-20-2008; Ord. No. 10-08, § 1, 5-4-2010; Ord. No. 12-14, § 5, 7-17-2012)

Cross reference— Definitions, § 1-3

Sec. 82-5. - Preparation of brush, refuse and yard waste.

- (a) Brush, refuse and yard waste shall be collected as determined by the board of public works.
- (b) When collected, brush, refuse and yard waste shall be prepared as follows:
 - (1) Brush. Brush shall be placed in stacks aligned parallel to the curb and shall not obstruct either the street (and gutters) or sidewalk. In areas where there are no sidewalks, brush shall be placed within four feet of the curbline and placed in stacks aligned parallel to the curbline and in such a manner as to not interfere with the flow of water in the gutters.
 - (2) Wooden boxes and lumber. Bulky material such as wooden boxes and lumber shall be broken up so it can be reasonably handled and loaded by one person into the collection truck.
 - (3) Refuse. Refuse shall be placed at the curbside in such a manner as to provide the greatest ease of loading and collection into a truck. All refuse shall be free of jagged or sharp edges, protruding nails, protruding screws and any other hazardous condition.
 - (4) Yard waste. Yard waste shall be placed neatly in piles within six feet of the curbline and in such a manner as not to interfere with the flow of water through the gutters nor to obstruct the sidewalk or street.
 - (5) Carpeting. Carpeting placed at the curb shall be in rolls no greater than four feet in length.
- (c) The city may establish such refuse/rubbish drop-off sites as deemed appropriate by the board of public works. Only refuse or rubbish as defined in this chapter and prepared in accordance with this section shall be deposited at any designated drop-off site. The director of public works shall establish reasonable regulations pertaining to the operation of drop-off site(s).

(Code 1974, § 23.06; Ord. No. 04-04, § 3, 2-3-2004; Ord. No. 06-44, § 3, 2-6-2007; Ord. No. 10-08, § 3, 5-4-2010)

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

MEETING DATE: March 17, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #15-14, Repealing and Recreating Section 10-17(h) De Pere Municipal Code Regarding Public Record Retention and Destruction.

ATTACHMENTS:

- Ord15-14 (DOCX)
- Mayor & F-P - Record Retention Ordinance 3-5-15 (DOCX)

ORDINANCE #15-14

REPEALING AND RECREATING SECTION 10-17(h) DE PERE MUNICIPAL CODE
REGARDING PUBLIC RECORD RETENTION AND DESTRUCTION

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

SECTION 1: **§10-17(h)** *Destruction of Records*, is hereby repealed and recreated as follows:

(h) *Record Retention and Destruction*

(1) Retention Schedules. In accordance with Wis. Stats. §§16.61 and 19.21(4)(b) and effective _____ the City adopts such Record Retention Schedules as approved by the Public Records Board.

(2) Record(s) not on approved schedule. Any record not covered by the approved Record Retention Schedules or any law or regulation, shall be retained at least seven years unless the record is added by amendment to the relevant Record Retention Schedule and authorized by resolution of the common council.

(3) Notice to State Historical Society. Unless notice is waived by the state historical society, at least sixty (60) days' notice shall be given to the state historical society prior to the destruction of any record.

(4) No Destruction of Records While a request is Pending or While a Denial of a Request is Being Appealed. No custodian may destroy any record at any time after the receipt of a request for inspection or copying of a record until after the request is granted or until at least sixty (60) days after the date that the request is denied. If any legal action is pending regarding or related to the record, the record may not be destroyed without the express authorization of the City Attorney. No record that is the object of or which has been produced pursuant to a

discovery order or a subpoena may be destroyed without the express consent of the City Attorney.

(5) Records that are Evidence. No record may be destroyed that has been identified as, or that may have value as evidence in any civil or criminal legal proceeding, labor arbitration or disciplinary action. No record may be destroyed at any time within sixty (60) days of the denial of a request to review the record or any part thereof.

(6) Compliance with Federal or Other Retention Requirements. Notwithstanding the Record Retention Schedules, custodians may not destroy any record when any contract, grant, funding conditions, or state or federal statute requires that such record be maintained for a longer period of time.

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

SECTION 3: This ordinance shall be effective on the date the Public Records Board approved the Record Retention Schedule, which date shall also be entered unto paragraph (h)1 noted above.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Finance/Personnel Committee
 From: Judith Schmidt-Lehman, City Attorney
 RE: Consider Revisions to Record Retention Ordinance
 Date: March 5, 2015

Under state law, the City is required to keep and maintain public records in a manner that is searchable, retrievable and reproducible. State law also has retention and destruction requirements the City must follow. The City's public record retention/destruction ordinance [§10-17(h) De Pere Municipal Code (DPMC)] and practices are in serious need of updating. Specifically, three areas of concern need to be addressed: (1) updating the current retention/destruction ordinance to take advantage of approved shorter retention times; (2) developing retention policies for electronically created and retained records that conforms to state administrative code; and (3) developing a records management system for converting past and current non-electronic documents to electronic form for retention purposes that conforms to state administrative code. There is an immediate need (discussed in depth below) to address the record retention/destruction ordinance concern; once that is accomplished, the remaining needs will be tackled.

The immediate need to address the retention/destruction ordinance arises, in part, out of federal court decisions (discussed below) regarding the federal Driver Protection & Privacy Act (DPPA) which have had a tremendous negative impact on the police department in its response to requests for Department of Motor Vehicle (DMV) accident reports (discussed more fully below). This need has also been building over the years due to the vast number of documents currently being created and retained which are in need of relief.

There are two public record retention/destruction methods available to municipalities; Wisconsin Public Records Manual requirements (a publication of the state Historical Society) or obtaining record retention schedule approval from the State Public Records Board. Since 1974, §10-17(h) DPMC has incorporated the requirements of the Wisconsin Records Manual, which, generally requires a seven (7) year record retention period and requires the record be offered to the state Historical Society prior to destruction. Current city practice is to, on a department basis, occasionally assemble and create a list of records older than 7 years, offer them to the state Historical Society and either destroy or provide them, depending on the wishes of the Historical Society. The vast majority of records are rejected by the Historical Society.

Prior to August, 2012, DMV accident reports were fully releasable public records, with the police department responding to numerous and continual requests for those reports. In August 2012, the Federal 7th Circuit Court of Appeals (which covers Wisconsin) issued a decision [*Senne v. Village of Palatine*, 695 F.3d 597 (7th Cir. 2012)] which held that public release of personal information (driver's license numbers, names, photos, social security numbers, telephone number, medical or disability information) obtained through state DMV records must meet one of 13 "permissible uses" in the statute or the release violates the DPPA, subjecting the releasing agency to fines of \$2,500 per unauthorized release. This case, with millions of dollars of potential fines at stake as a result of putting parking tickets with personal information on them

on vehicle windshields, is still active, having gone back and forth between the trial and appellate courts several times.

As a result of this case, the police department has been reviewing each DMV accident report request and redacting DPPA “personal information” from the report unless the requestor falls within one of the 13 “permissible uses”. This takes considerable time and has, since 2012, become overwhelming for police department staff.

Several other municipalities (Green Bay, Madison, Milwaukee and others) too were burdened by the impact of this court decision. Those municipalities successfully requested that the state Public Records Board approve revision of their record retention schedules so that they are not required to retain those electronic DMV accident reports (and thus are not the custodians of those records) after successful transmission of those reports to the DMV. This has resolved considerable time burdens experienced by staff in those cities.

I am recommending that the City move from the Wisconsin Records Manual record retention/destruction method to having the state Public Records Board approve a retention/destruction schedule which would include retention time periods consistent with other approved retention schedules and also include a -0- retention length requirement for retention of DMV accident reports upon confirmation of transmission of those reports to the DMV. Not only would retention schedule approval by the Public Records Board ease the concerns of the police department, the retention schedule would incorporate the already approved shorter retention schedules of the Records Board and Historical Society and it will incorporate into the approved schedule whether the Historical Society has waived notice of record destruction in conjunction with Records Board approved schedules.

Attached you will find a draft retention/destruction schedule for city documents, together with a “key” as to the meaning of the abbreviations. I anticipate that these spreadsheets may change a bit as they are fine-tuned and as they are reviewed by the Public Records Board. Also attached you will find a draft revised ordinance to accomplish this change, which would become effective only upon approval of the retention schedule by the Board, and draft resolution authorizing the submission of the retention schedule to the Board.

The process and time line for getting this change accomplished is driven by the Public Records Board, which meets quarterly. Its next meeting is not until June 1, 2015; however all applications for record retention approval must be in to the Board by March 27, 2015. Therefore, approval of this concept and ordinance (which would be contingent upon approval of the Records Board) needs to be on the March 17, 2015 Council agenda.

I realize this is a lot of information and a short time frame for review and approval. If you have any questions regarding this prior to the Finance/Personnel Committee meeting, please call me at 339-4042. Otherwise, I hope to have answers to your questions at the Finance/Personnel Committee meeting.

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City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #15-26, Authorizing Submission of City of De Pere
Record Retention Schedules to the State Public Records Board and
Implementation of the Same Upon Approval Thereof.

ATTACHMENTS:

- Reso15-26 (DOCX)
- Legend (DOCX)
- Building Inspection (PDF)
- City Administrator (PDF)
- City Attorney (PDF)
- Clerk-Treasurer (PDF)
- Finance (PDF)
- Fire-EMS (PDF)
- Health Department (PDF)
- Human Resources (PDF)
- IT (PDF)
- Municipal Court (PDF)
- Park and Rec (PDF)
- Planning (PDF)
- Police (PDF)
- Public Works (PDF)

RESOLUTION #15-26

AUTHORIZING SUBMISSION OF CITY OF DE PERE RECORD RETENTION SCHEDULES
TO THE STATE PUBLIC RECORDS BOARD AND
IMPLEMENTATION OF THE SAME UPON APPROVAL THEREOF

WHEREAS, the Common Council wishes to have the State Public Records Board approve a record retention schedule or schedules for the City's public record retention requirements as provided under Wis. Stats. §§16.61 and 19.21(4)(b); and

WHEREAS, the Common Council authorizes the submission of the attached City of De Pere Record Retention Schedules to the State Public Records Board; and

WHEREAS, the Common Council approves such amendments or revisions to the attached Schedules as may be required by the Public Records Board, and authorizes implementation thereof as provided in Ordinance #15-14 upon approval of the Public Records Board; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Attorney is hereby authorized and directed to submit the attached City of De Pere Record Retention Schedules to the Public Records Board and to make such revision or amendments thereto as required by said Board.

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 17th day of March,
2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-26 (3246 : Resolution #15-26, Authorizing Submission of Record Retention Schedules)

Legend

The following terms and abbreviations are used in the records retention schedules:

- AT:** After termination
- C:** Confidential
- CR:** Creation or receipt (typically the retention is calculated from the creation or receipt of a record, plus the designated number of years)
- EVT:** Event (typically the retention is calculated from an event, such as the close of a case or end of the project, plus the designated number of years)
- FIS:** Fiscal (meaning the current fiscal year and the designated number of years)
- N:** Notify WHS before destruction
- N/A:** Not applicable
- P:** Permanent
- PII:** **Personally Identifiable Information [has the meaning specified in Wis. Stats. §19.62(5)]**
- S:** Until superseded
- W:** Waived Notification
- WHS:** Wisconsin Historical Society
- WPRB:** Wisconsin Public Records Board

Records Series Title: Building Inspection		Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Permits and Inspection Records					
Applications and permits		EVT (life of structure)	Waived	Building Inspector	
Code compliance inspection reports		EVT (life of structure)	Waived	Building Inspector	
Inspection address file		EVT (life of structure)	Waived	Building Inspector	
Certificates of occupancy		EVT (until superseded)	Waived	Building Inspector	
Energy calculation worksheets		CR + 3 years	Waived	Building Inspector	
State-approved commercial building plans		EVT + 4 years	N	Building Inspector	
Permit fee receipts		FIS + 7 years	Waived	Building Inspector	
Permit reports		CR + 7 years	Waived	Building Inspector	
Erosion and storm water permits		Permanent	N/A	Building Inspector	
Flood plain/wetland maps		Permanent	N/A	Building Inspector	
Final excavation plans of private utilities		Permanent	N/A	Building Inspector	
House number and address change file		Permanent	N/A	Building Inspector	
Correspondence (general)		CR + 3 years	Waived	Building Inspector	
Manuals (equipment)		Life of Asset	Waived	Building Inspector	
Mailings lists		S	Waived	Building Inspector	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)		S	Waived	Building Inspector	Retain as long as administratively useful
Warranty Records		Life of asset or end of warranty, whichever occurs first	Waived	Building Inspector	
Zoning Board of Appeals					
Agendas		CR + 1 year	Waived	Building Inspector	
Minutes		Permanent	N/A	Building Inspector	
Packet Pg. 86	Records of the zoning board of appeals (includes supporting documents submitted to the board)	Permanent	N/A	Building Inspector	
	Board of Review				
Agendas		CR + 1 year	Waived	Building Inspector	

Records Series Title: City Administrator	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Finance/Personnel Committee:				
-Agendas	CR + 1 year	Waived	City Administrator	
-Minutes	Permanently	N/A	City Administrator	
-Records of the finance/personnel committee (includes supporting documents submitted to the committee)	Permanently	N/A	City Administrator	
City survey/strategic plan documents	S	Waived	City Administrator	
Correspondence (general)	CR + 3 years	Waived	City Administrator	
Manuals (equipment)	Life of Asset	Waived	City Administrator	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	City Administrator	Retain as long as administratively useful
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	City Administrator	

Records Series Title: City Attorney	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Annexation files			City Attorney	
Case files, litigation	EVT + 3 years: EVT = Closure or when appeal time has run, whichever is longer or per SCR	Waived	City Attorney	C
Case files, non-litigation	CR+3 years	Waived	City Attorney	
Building and Health Habitability/Building Condemnation files	EVT + 3 years: EVT = Longer of closure or when appeal time has run		City Attorney	
Eminent Domain proceedings	CR + 7 years	Waived	City Attorney	
Department Files	CR + 3 years	Waived	City Attorney	
Legal Fees, Outside Counsel	EVT + 5 years: EVT = No activity	Waived	City Attorney	
Legal Memoranda	Permanent	P	City Attorney	C
Legal Opinions	Permanent	P	City Attorney	C
Liability Claims	EVT + 7 years: EVT = Expiration	Waived	City Attorney	
Municipal Court Case dispos	EVT	Waived	City Attorney	
Real Estate Closing Files	Permanent	N/A	City Attorney	
Correspondence (general)	CR + 3 years	Waived	City Attorney	
Manuals (equipment)	Life of Asset	Waived	City Attorney	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	City Attorney	Retain as long as administratively useful
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	City Attorney	

Records Series Title: Clerk-Treasurer	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Common Council				
Minute books	Permanent	N/A	Clerk-Treasurer	
Agendas	CR + 1 year	W	Clerk-Treasurer	
Audiotapes/recordings	CR + 1 year; CR + 90 days if made solely for the purpose of drafting the minutes	W	Clerk-Treasurer	
Ordinances	Permanent	N/A	Clerk-Treasurer	
Resolutions	Permanent	N/A	Clerk-Treasurer	
Contracts (including public works contracts/agreements)	EVT + 7 years; EVT = last effective date	W	Clerk-Treasurer	
Ordinance book	Permanent	N/A	Clerk-Treasurer	
Affidavits of publication	CR + 3 years	W	Clerk-Treasurer	
Record retention schedule	S	W	Clerk-Treasurer	
License Committee				
Minute books	Permanent	N/A	Clerk-Treasurer	
Agendas	CR + 1 year	W	Clerk-Treasurer	
Audiotapes/recordings	CR + 1 year; CR + 90 days if made solely for the purpose of drafting the minutes	W	Clerk-Treasurer	
Board of Review				
Form of objection to property assessment and supporting documentation	EVT + 7 years (after final action by board of review or completion of appeal)	W	Clerk-Treasurer	
Minute book of board of review	CR + 7 years	N	Clerk-Treasurer	
Proceedings of board of review on audiotapes/recordings or as stenographic notes, including transcriptions	EVT + 7 years (after final action by board of review or completion of appeal)	W	Clerk-Treasurer	

Records Series Title: Clerk-Treasurer	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Notice of determinations of the board of review	EVT + 7 years (after final action by the board of review or completion of appeal)	W	Clerk-Treasurer	
Elections				
Contents of a blank ballot box—unused ballots and materials	EVT (3 business days after the canvass is completed)	W	Clerk-Treasurer	
Voter serial number slips	EVT (3 business days after the canvass is completed)	W	Clerk-Treasurer	
Applications for absentee ballots (for federal election ballots)	EVT (90 days after the election) (22 months after the election for federal offices)	W	Clerk-Treasurer	
Forms associated with election such as tally sheets, inspector's statements and nomination papers	EVT (90 days after the election) (22 months after the election for federal offices)	W	Clerk-Treasurer	
Official canvass statements	EVT (10 years after the election)		Clerk-Treasurer	
Registration and poll lists—Nonpartisan primaries and elections	EVT (2 years after the election for which they were created)		Clerk-Treasurer	
Registration and poll lists—Partisan primaries and general elections	EVT (4 years after the election)	W	Clerk-Treasurer	
Canceled registration cards	EVT + 4 years (after cancellation)	W	Clerk-Treasurer	
Campaign registration statements	EVT (6 years after termination by the registrant)	W	Clerk-Treasurer	
Campaign finance reports	EVT (6 years after date of receipt)	W	Clerk-Treasurer	
Nomination papers	90 days after date of election	W	Clerk-Treasurer	

Records Series Title: Clerk-Treasurer	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Oath of office	EVT + 5 years (after term of service covered by oath ends)		Clerk-Treasurer	
Licenses and permits				
Liquor- and beer-related license	EVT + 4 years	W	Clerk-Treasurer	
Other license applications	EVT + 3 years	W	Clerk-Treasurer	
Receipts	CR + 4 years	W	Clerk-Treasurer	
License stubs:			Clerk-Treasurer	
All liquor- and beer-related	CR + 4 years	W	Clerk-Treasurer	
Other	CR + 3 years	W	Clerk-Treasurer	
Animal (dog, cat, chicken) licenses			Clerk-Treasurer	
Tax collection records				
Escrow account list	EVT (retain until superseded)	W	Clerk-Treasurer	
Receipts	FIS + 7 years	W	Clerk-Treasurer	
Receipt stub book	FIS + 7 years	W	Clerk-Treasurer	
Tax collection blotters	EVT (until audited)	W	Clerk-Treasurer	
Statement of taxes remaining unpaid	EVT (retain with tax roll)	N/A	Clerk-Treasurer	
Tax settlement receipt	FIS + 5 years	W	Clerk-Treasurer	
Municipal treasurer's settlement	FIS + 5 years	W	Clerk-Treasurer	
Personal property tax roll	FIS + 15 years	N	Clerk-Treasurer	
Tax calculation records				
Tax levy certification of the school district clerk	FIS + 3 years	W	Clerk-Treasurer	
Certificates of apportionment	FIS + 3 years	W	Clerk-Treasurer	
State shared aid payment notices	FIS + 6 years (provided record has been audited)	W	Clerk-Treasurer	
Annual worksheet for determining allowable levy	FIS + 5 years	W	Clerk-Treasurer	
Statement of taxes	Permanently	N/A	Clerk-Treasurer	
Statement of new special assessments	FIS + 5 years	W	Clerk-Treasurer	

Records Series Title: Clerk-Treasurer	Retention Period	WHS Notification	Custodian (§ 19.33 Wis. Stats.)	Notes
Statement of new sewer service charges	FIS + 5 years	W	Clerk-Treasurer	
General property tax credit certification	FIS + 5 years	W	Clerk-Treasurer	
Explanation of property tax credit certification	FIS + 5 years	W	Clerk-Treasurer	
Real property tax roll	EVT (record is transferred to the county treasurer)	N/A	Clerk-Treasurer	
Personal property tax roll	FIS + 15 years	N	Clerk-Treasurer	
Treasurer				
Daily cash drawer reconciliations	EVT + 1 year (after audit)	W	Clerk-Treasurer	
Bank reconciliations	FIS + 7 years	W	Clerk-Treasurer	
Bank statements	FIS + 7 years	W	Clerk-Treasurer	
Canceled order checks	FIS + 7 years	W	Clerk-Treasurer	
Lists of outstanding checks	FIS + 7 years	W	Clerk-Treasurer	
Check register	FIS + 7 years	W	Clerk-Treasurer	
Duplicate deposit tickets	EVT + 1 year (after audit)	W	Clerk-Treasurer	
Bank credit/debit notices	EVT + 1 year (after audit)	W	Clerk-Treasurer	
Investment records	FIS + 7 years	W	Clerk-Treasurer	
All receipts	FIS + 7 years	W	Clerk-Treasurer	
Real Property Records				
Deeds	Permanent	N/A	Clerk-Treasurer	
Easements	Permanent	N/A	Clerk-Treasurer	
Leases	EVT + 7 years after last effective date	W	Clerk-Treasurer	
Right of way dedication	Permanent	N/A	Clerk-Treasurer	
Right of way vacation	Permanent	N/A	Clerk-Treasurer	
Title Insurance	Permanent	N/A	Clerk-Treasurer	
Revocable Occupancy Permits			Clerk-Treasurer	
General				
Accounts Payable (and supporting documents)	CR + 7 years	W	Clerk-Treasurer	Balance owed to a creditor.

Records Series Title: Clerk-Treasurer	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Accounts Receivable (and supporting documents)	CR + 3 years	W	Clerk-Treasurer	Balanced owed by a debtor.
Agendas	CR + 1 year	W	Clerk-Treasurer	
Agreements	7 years after last effective date thereof	W	Clerk-Treasurer	
Bank Deposits	CR + 7 years	W	Clerk-Treasurer	
Bank Statements / Reconciliations	CR + 7 years	W	Clerk-Treasurer	
Cash Register Tapes	CR + 7 years	W	Clerk-Treasurer	
Chart of Accounts (Object Codes)	CR + 3 years	W	Clerk-Treasurer	
Checks (cancelled / voided)	*CR + 7 years	W	Clerk-Treasurer	
Checks (duplicates, registers and/or logs)	CR + 7 years	W	Clerk-Treasurer	
Claims Made (general liability and property damage)	EVT + 3 years: EVT = Closure	W	Clerk-Treasurer	
Claims Paid (general liability and property damage)	EVT + 3 years; EVT = Payment	W	Clerk-Treasurer	Includes papers supporting such claims
Correspondence (general)	CR + 3 years	W	Clerk-Treasurer	
DNR Agreements	CR + 7 years	W	Clerk-Treasurer	
DOT Agreements	CR + 7 years	W	Clerk-Treasurer	
Fixed Assets	EVT + 1 year; EVT = Disposition	W	Clerk-Treasurer	Land, land improvements, buildings, machinery and equipment, and construction in progress.
Fund Transfers	FIS + 4 years	W	Clerk-Treasurer	
Grant Application	CR + 10 years	W	Clerk-Treasurer	
Grants	EVT + 7 years: EVT = Audited	W	Clerk-Treasurer	

Records Series Title: Clerk-Treasurer	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Inventories (equipment and furnishings)	S	W	Clerk-Treasurer	
Journal Entries/General Ledger	FIS + 4 years	Notify	Clerk-Treasurer	
Leases	7 years after last effective date thereof	W	Clerk-Treasurer	
Manuals (equipment)	Life of Asset	W	Clerk-Treasurer	
Official City map	Permanent	N/A	Clerk-Treasurer	
Payment Vouchers	FIS + 4 years	W	Clerk-Treasurer	
Performance bond	EVT + 7 years (after completion of project)	W	Clerk-Treasurer	
Receipts (Clerk's copy of Treasurer's)	CR + 4 years; or until audited, whichever is earlier	W	Clerk-Treasurer	
Receipts (general)	CR + 1 year	W	Clerk-Treasurer	
Receipts (money collected or received)	CR + 3 years; or until audited, whichever is earlier	W	Clerk-Treasurer	
Records Retention Schedules	S	W	Clerk-Treasurer	WPRB approval "sunsets" after 10 years
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	W	Clerk-Treasurer	Retain as long as administratively useful
Vendor Information	S	W	Clerk-Treasurer	
Vouchers / Order Register	*CR + 7 years	W	Clerk-Treasurer	
Warranty Records	Life of asset or end of warranty, whichever occurs first	W	Clerk-Treasurer	
Time reduced to two (2) years if the original records are maintained in the Clerk or Treasurer's office.				

Records Series Title: Finance	Retention Period	WHS Notification	Custodian (§ 19.33 Wis. Stats.)	Notes
Accounting records				
Accounts Payable:			Finance Director	
Purchase orders	FIS + 7 years	Waived	Finance Director	
Purchase invoices	FIS + 7 years	Waived	Finance Director	
Vouchers	FIS + 7 years	Waived	Finance Director	
Accounts Receivable:			Finance Director	
Accounts receivable invoices	FIS + 7 years	Waived	Finance Director	
Receipts	FIS + 7 years	Waived	Finance Director	
Journal, registers and ledger				
Receipts journal	FIS + 15 years	Waived	Finance Director	
Voucher/order register	FIS + 15 years	Waived	Finance Director	
General journal	FIS + 15 years	Waived	Finance Director	
General ledger	FIS + 15 years	N	Finance Director	
Trial balance	EVT (until audited)		Finance Director	
Municipal borrowing				
Bond procedure record	EVT + 7 years (after bond issue expires)	Waived	Finance Director	
Bond register	EVT + 7 years (after bond issue expires)	Waived	Finance Director	
Bond payment register	EVT + 7 years (after bond issue expires or following payment of all outstanding matured bonds, notes, coupons, whichever is later)	Waived	Finance Director	
Canceled bonds, coupons, and promissory notes	EVT (until audited)	Waived	Finance Director	

Records Series Title: Finance	Retention Period	WHS Notification	Custodian (§ 19.33 Wis. Stats.)	Notes
Certificates of destruction	EVT + 7 years (after bond issue expires or following payment of all outstanding matured bonds, notes, coupons, whichever is later)	Waived	Finance Director	
<i>Fidelity bond</i>				
Fidelity bond	EVT + 5 years (after bond expires)	Waived	Finance Director	
Fidelity bond book	EVT + 5 years (after last bond expires)	Waived	Finance Director	
<i>Special assessment</i>				
Preliminary resolution	CR + 2 years	Waived	Finance Director	
Report on special assessment project	CR + 2 years	Waived	Finance Director	
Waiver of special assessment notice and hearing	EVT + 1 year (after the final resolution is approved)	Waived	Finance Director	
Final resolution	Permanent	N/A	Finance Director	
Certified special assessment roll	EVT (retain until all assessments are collected)	Waived	Finance Director	
Statement of new special assessments	CR + 5 years	Waived	Finance Director	
Special assessment payment register	EVT (retain until all assessments are collected)	Waived	Finance Director	
<i>Budget and Audit</i>				
Budget worksheets	FIS + 3 years	N/A	Finance Director	
Minutes of the board of estimates	Permanent	N/A	Finance Director	
Final budget	Permanent	N/A	Finance Director	
Audit reports	Permanent	N/A	Finance Director	

Records Series Title: Finance	Retention Period	WHS Notification	Custodian (§ 19.33 Wis. Stats.)	Notes
Payroll				
Payroll support records	FIS + 2 years	Waived	Finance Director	
Employee's withholding allowance certificate	EVT + 5 years (after being superseded)	Waived	Finance Director	
Employee's state withholding exemption certificate	EVT + 5 years (after being superseded or terminated)	Waived	Finance Director	
Employee enrollment and waiver cards	EVT + 2 years (after being superseded or terminated)	Waived	Finance Director	
Employee earning records	FIS + 5 years	Waived	Finance Director	
EEO - 4 Reports	CR + 7 years	Waived	Finance Director	
Payroll check register	FIS + 5 years	Waived	Finance Director	
Payroll distribution record	FIS + 5 years	Waived	Finance Director	
Payroll voucher	FIS + 5 years	Waived	Finance Director	
Canceled payroll checks	FIS + 5 years	Waived	Finance Director	
Wage and tax statement	FIS + 5 years	Waived	Finance Director	
Report of state income tax	FIS + 5 years	Waived	Finance Director	
Employer's annual reconciliation of state income			Finance Director	
Tax withheld from wages	FIS + 5 years	Waived	Finance Director	
Federal deposit tax stubs	FIS + 5 years	Waived	Finance Director	
Quarterly report of federal income tax withheld	FIS + 5 years	Waived	Finance Director	
Annual report of federal income tax withheld	FIS + 5 years	Waived	Finance Director	
State's quarterly report of wages paid	FIS + 5 years	Waived	Finance Director	
Quarterly report, payroll summary	FIS + 5 years	Waived	Finance Director	
Premium due notices	FIS + 5 years	Waived	Finance Director	
Deferred Compensation Records	EVT + 8 years: EVT = End of Service	Waived	Finance Director	
Payroll Registers, Other Payroll Report, & Social Security & Retirement Earnings Report	FIS + 7 years	Waived	Finance Director	

Records Series Title: Finance	Retention Period	WHS Notification	Custodian (§ 19.33 Wis. Stats.)	Notes
Retirement Records	EVT + 8 years: EVT = End of Service	Waived	Finance Director	
Time cards, Attendance Records, Salary Schedule,	FIS + 7 years	Waived	Finance Director	
Unemployment Compensation Payment Records	FIS + 3 years	Waived	Finance Director	
Garnishment Records	FIS + 7 years	Waived	Finance Director	
Administrative				
Correspondence (general)	CR + 3 years	Waived	Finance Director	
Manuals (equipment)	Life of Asset	Waived	Finance Director	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	Finance Director	Retain as long as administratively useful
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	Finance Director	

Records Series Title: Fire-EMS	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Emergency Management (Ch. 323 Wis. Stats.)				
Claims Arising During State of Emergency	CR + 121 days	Waived	Fire Chief	
Declaration of Emergency (Proclamation, Resolution and/or Ordinance)	CR + 7 years	Waived	Fire Chief	
Emergency Management Plan	S	Waived	Fire Chief	
Emergency Planning Grants	CR + 7 years	Waived	Fire Chief	
Hazardous Substance Information	CR + 7 years	Waived	Fire Chief	
Material Safety Data Sheets	EVT + 30 years: EVT = Date substance received	Waived	Fire Chief	Toxic substance information requirements
Local Emergency Response Team - Reimbursement Claim	EVT + 5 years; EVT = Reimbursement	Waived	Fire Chief	Must give Wis DEM 60-days written notice before any such record may be destroyed
Mutual Assistance - State of Emergency	CR + 7 years	Waived	Fire Chief	
Worker's Compensation Claim	EVT + 12 years; EVT = Occurrence	Waived	Fire Chief	Tied to worker's compensation claim statute of limitations
Emergency Medical Services Program (Ch. 256 Wis. Stats.)				
Ambulance Run	CR + 7 years	Waived	Fire Chief	Confidentiality of Patient Health Care Records §146.82 Wis. Stats. C, PII
Emergency Medical Services Program Personnel Certification, Licensure and/or Training	S	Waived	Fire Chief	
Emergency Medical Services Program Plan(s)	S	Waived	Fire Chief	
Mutual Assistance - State of Emergency	CR + 7 years	Waived	Fire Chief	
Compensatory Time Log	S	Waived	Fire Chief	Compensatory time, PTO, sick, vacation or other.
Grant Information (application, denial, award, agreement, financial reports, and supporting documentation)	EVT + 4 years; EVT = Notification of Denial or Grant Completion	Waived	Fire Chief	Unless otherwise specified in the terms and conditions of the award.
Inventories (equipment and furnishings)	S	Waived	Fire Chief	

Records Series Title: Fire-EMS	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Invitations to Bid/Requests for Proposal	7 years after completion of the work	Waived	Fire Chief	Includes instructions, specifications, proof of advertisement, successful bids/proposals, agreements, contracts, and any related records
Material Safety Data Sheets	EVT + 30 years: EVT = Date substance received	Waived	Fire Chief	Toxic substance information requirements
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	Fire Chief	Retain as long as administratively useful
General				
Correspondence (general)	CR + 3 years	Waived	Fire Chief	
Manuals (equipment)	Life of Asset	Waived	Fire Chief	
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	Fire Chief	

Records Series Title: Health Department	Retention Period	WHS Notification	Custodian (§ 19.33 Wis. Stats.)	Notes
Board of Health				
Agendas	CR + 1 year	Waived	Health Director/Officer	
Minutes	Permanent	N/A	Health Director/Officer	
Records of the board of health (includes supporting documents submitted to the board)	Permanent	N/A	Health Director/Officer	
Audiotapes/recordings	CR + 1 year; CR + 90 days if made solely for the purpose of drafting the minutes	Waived	Health Director/Officer	
Administrative				
Accounts Receivable Client Records	EVT + 10 years: EVT = Audited	Waived	Health Director/Officer	C, PII
Agency Evaluations	CR + 7 years	Waived	Health Director/Officer	
Agency Goals, objectives, short & long term strategic plans	CR + 7 years	Waived	Health Director/Officer	
Agreements/MOUs with State/other agencies	CR + 7 years	Waived	Health Director/Officer	
Audit Reports, Vendor	CR + 7 years	Waived	Health Director/Officer	
Background Checks	CR + 7 years	Waived	Health Director/Officer	
CARS (Community Aids Reporting System) Reports	Permanent	N/A	Health Director/Officer	
Cash Grant Vouchers	CR + 7 years	Waived	Health Director/Officer	
Certification of Destruction (Records)	Permanent	N/A	Health Director/Officer	
Correspondence (general)	CR + 3 years	Waived	Health Director/Officer	
Daily Activities Report	CR + 7 years	Waived	Health Director/Officer	
Daily Deposit Spreadsheets	CR + 7 years	Waived	Health Director/Officer	C, PII
Employee Expense Accounts	CR + 7 years	Waived	Health Director/Officer	
Fiscal Records, Billing, Budget	CR + 7 years	Waived	Health Director/Officer	
Grant Reconciliation Working Papers	Permanent	N/A	Health Director/Officer	
Grants	EVT + 4 years; EVT = Notification of Denial or Grant Completion	Waived	Health Director/Officer	
PAA Documentation (Health Insurance Portability and Accountability Act)	CR + 7 years	Waived	Health Director/Officer	C, PII
Incident / Injury Reports	CR + 7 years	Waived	Health Director/Officer	C, PII
Inventories, facility and equipment	CR + 7 years	Waived	Health Director/Officer	

Records Series Title: Health Department	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Inventory, or non-expendable personal property	EVT + 7 years: EVT = Property disposed of	Waived	Health Director/Officer	
Mailing Lists	S	W	Health Director/Officer	Electronic & Hard Copy
Manuals (equipment)	Life of Asset	Waived	Health Director/Officer	
Medical Advisor Standing Orders	S + 5 years		Health Director/Officer	
Medicare Cost Report	Permanent	N/A	Health Director/Officer	
Mission Statement, Philosophy, Purpose	CR + 7 years	Waived	Health Director/Officer	
Patient Billing Activity Logs	CR + 7 years	Waived	Health Director/Officer	C, PII
Policies and Procedures (Program related)	CR + 7 years	Waived	Health Director/Officer	
Policies and Procedures (Records related)	EVT: EVT = Superseded or Record Series no longer Exists	Waived	Health Director/Officer	
Press Releases	CR + 1 year	Waived	Health Director/Officer	
Purchase Orders EDS (Electronic Data Storage)	CR + 7 years	Waived	Health Director/Officer	
Reconciliation Working papers	Permanent	N/A	Health Director/Officer	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	Health Director/Officer	Retain as long as administratively useful
Annual Reports	Permanent	N/A	Health Director/Officer	
Variance requests (noise/animal)	CR + 7 years		Health Director/Officer	
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	Health Director/Officer	
Client and/or Family Care			Health Director/Officer	
Agency Program Evaluation	CR + 7 years	Waived	Health Director/Officer	
Birth Certificate Information	EVT + 1 year: EVT = Receipt of Copy	Waived	Health Director/Officer	C
Death Certificate copy/log	EVT + 1 year		Health Director/Officer	
Car Seat inspection/installation records	CR + 7 years		Health Director/Officer	

Records Series Title: Health Department	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Care Coordination: Adult	CR + 7 years	Waived	Health Director/Officer	
Care Coordination: Minor	EVT + 5 years: EVT = Minor reaches 18 years of age	Waived	Health Director/Officer	
Child Long Term Support - Autism Records	EVT + 7 years: EVT = Case Closed	Waived	Health Director/Officer	
Client Listing	CR + 1 Month	Waived	Health Director/Officer	C
Client Record / Patient Care: Adult	CR + 7 years	Waived	Health Director/Officer	C
Client Record / Patient Care: Minor	EVT + 5 years: EVT = Minor reaches 18 years of age	Waived	Health Director/Officer	C
Clinic Record, blood pressure forms	CR + 7 years	Waived	Health Director/Officer	C
Complaint Investigation Record	CR + 7 years	Waived	Health Director/Officer	C
Health Fair Records	CR + 7 years	Waived	Health Director/Officer	C
Lead Screens	CR + 7 years	Waived	Health Director/Officer	C
Monthly Clinic Statistic Report	CR + 1 year	Waived	Health Director/Officer	
Monthly Nurses Calendar	CR + 1 year	Waived	Health Director/Officer	C
Short Term Record: Adult	CR + 7 years	Waived	Health Director/Officer	
Short Term Record: Minor	EVT + 5 years: EVT = Minor reaches 18 years of age	Waived	Health Director/Officer	
Communicable Disease Records				
Communicable Disease Outbreak Records [DOH 4142 (Rev. 8/860 & is complete DOH 9081] (Original to State Epidemiologist)	EVT: EVT = Investigation is complete	Waived	Health Director/Officer	C, PII
Communicable Disease Reports (4151) - Local Copy (Original to State Epidemiologist): Adult	CR + 7 years	Waived	Health Director/Officer	C, PII
Communicable Disease Reports (4151) - Local Copy (Original to State Epidemiologist): Minor	EVT + 5 years: EVT = Minor reaches 18 years of age	Waived	Health Director/Officer	C, PII
Hep. B / TB Case Records	EVT + 30 years: EVT = Severance	Waived	Health Director/Officer	C, PII
Skin Test Records	CR + 5 years	Waived	Health Director/Officer	C, PII
Immunization Administration Record	Permanent	N/A	Health Director/Officer	C, PII

Records Series Title: Health Department	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Immunization Record: Adult	CR + 7 years	Waived	Health Director/Officer	C, PII
Immunization Record: Minor	EVT + 5 years: EVT = Minor reaches 18 years of age	Waived	Health Director/Officer	C, PII
Annual Immunization Checkpoint from schools	CR + 5 years	Waived	Health Director/Officer	C, PII
Referral Listing	CR +7 years	Waived	Health Director/Officer	C, PII
Signature of Person to Receive Vaccine or Person Authorized to Make Request for Immunization: Adult	CR + 10 years	Waived	Health Director/Officer	C, PII
Signature of Person to Receive Vaccine or Person Authorized to Make Request for Immunization: Minor	EVT + 5 years: EVT = Minor reaches 18 years of age	Waived	Health Director/Officer	C, PII
STD Report (4343) - Local Copy (Original to State Epidemiologist: Adult	CR + 7 years	Waived	Health Director/Officer	C, PII
STD Report (4343) - Local Copy (Original to State Epidemiologist: Minor	EVT + 5 years: EVT = Minor reaches 18 years of age	Waived	Health Director/Officer	C, PII
Community Education				
Curriculum	CR + 7 years	Notify	Health Director/Officer	
Educational Materials	CR + 7 years	Notify	Health Director/Officer	
Evaluation	CR + 7 years	Notify	Health Director/Officer	
Program Materials	CR + 7 years	Notify	Health Director/Officer	
Environmental Health Records				
Animal Bite reports/files	CR + 10 years	Waived	Health Director/Officer	
Food Borne Illness / Establishment Complaint Files	EVT + 7 years: EVT = Complaint Filed	Waived	Health Director/Officer	
Lead Inspections (Poisonous & Non-Poisonous)	Permanent	N/A	Health Director/Officer	
Radon Grants	CR + 7 years	Waived	Health Director/Officer	
Radon Lab Results	CR + 7 years	Waived	Health Director/Officer	

Records Series Title: Health Department	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Sanitation and Consumer Protection Records				
Public swimming pools, campgrounds and camping, mobile home parks, recreational and educational camps, restaurants and taverns, hotels, motels, tourist rooms, roominghouses, nursing homes, vending machine survey reports and retail dairy case, milk products, retail and wholesale establishment reports	EVT + 5 years	W	Health Director/Officer	
Restaurant license applications and inspection files	CR + 10 years	W	Health Director/Officer	
Weights and measures field test reports and package weighing reports	CR + 10 years	W	Health Director/Officer	
Request to declare a medical emergency	EVT + 3 years	W	Health Director/Officer	
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	Health Director/Officer	
Equipment & Vehicle Registration Reports	EVT: EVT = Equipment / Vehicle disposed of	Waived	Health Director/Officer	
Animal Bite Log	CR + 1 year	Waived	Health Director/Officer	
Block Grant	CR + 7 years	Waived	Health Director/Officer	
Environmental Health Mileage Code Dailies	CR + 7 years	Waived	Health Director/Officer	
Establishments Out of Business, Dept. of Agriculture	Permanent	N/A	Health Director/Officer	
Food & Liquor License Establishments	CR + 7 years	Waived	Health Director/Officer	
Food Sample Reimbursement Documentation	CR + 7 years	Waived	Health Director/Officer	
Hotel / Restaurant Licensed Establishments Log	Permanent	N/A	Health Director/Officer	
Restaurant & Retail Consumer Complaints	CR + 10 years	Waived	Health Director/Officer	
Restaurants, Out of Business	Permanent	N/A	Health Director/Officer	
Retail Food Establishment Inspection Log	Permanent	N/A	Health Director/Officer	
Pool Inspection Files	CR + 10 years	Waived	Health Director/Officer	
Temperature Log, Refrigerator & Incubator	CR + 5 years	Waived	Health Director/Officer	
Swimming Pool Licensing Log	CR + 2 years	Waived	Health Director/Officer	

Records Series Title: Health Department	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Vending Machine Inspection Log	CR + 1 year	Waived	Health Director/Officer	
Water Sampling Summary Reports	EVT + 5 years: EVT = Audit	Waived	Health Director/Officer	
Wisconsin Fund Grant Program Files	CR + 7 years	Waived	Health Director/Officer	

Records Series Title: Human Resources	Retention Period	WHS Notification	Custodian (§ 19.33 Wis. Stats.)	Notes
Obsolete Job Descriptions	EVT + 4 years: EVT = Position obsolete, except where a charge of discrimination has been filed; all personnel records relevant to a charge or action shall be retained until final disposition of the charge or action	Waived	Human Resources Director	
Current Job Descriptions	S	Waived	Human Resources Director	
Union Contracts & Grievance, Negotiation Files, Mediation & Arbitration Records	Permanent	N/A	Human Resources Director	
Personnel Files	EVT + 7 years: EVT = Separation from employment	Waived	Human Resources Director	
Medical Files	EVT + 7 years: EVT = Separation from employment	Waived	Human Resources Director	
Investigation Files	EVT + 7 years: EVT = Separation from employment	Waived	Human Resources Director	
Employee Exit Interview files	EVT + 10 years: EVT = Separation from employment	Waived	Human Resources Director	
Performance Appraisals	EVT + 7 years: EVT = Separation from employment	Waived	Human Resources Director	
Recruitment File	1 year from date of recruitment	Waived	Human Resources Director	
Policy & Procedures Manual	S	Waived	Human Resources Director	
Worker's Compensation Claims/Incident/Injury Reports	EVT + 12 years: EVT = Later of injury, claim or closure	Waived	Human Resources Director	
Insurance Policies (to which the city is a party)	7 years after last effective date thereof	Waived	Human Resources Director	Consider permanent retention, as may be relevant for current claims
SHA Training and Testing	EVT + 30 years: EVT = separation		Human Resources Director	

Records Series Title: Human Resources	Retention Period	WHS Notification	Custodian (§ 19.33 Wis. Stats.)	Notes
OSHA 300 Log	5 years		Human Resources Director	
DOT Random Testing	5 years		Human Resources Director	
Police Department background investigation files (not hired)	EVT + 5 years: EVT = date of investigation		Human Resources Director	
Intern files	EVT + 1 year: EVT = termination		Human Resources Director	
Benefit Plan books	30 years		Human Resources Director	
Government required benefit reporting	CR + 7 years		Human Resources Director	
Seasonal background checks (hired and not hired)	EVT + 1 year: EVT = hiring decision		Human Resources Director	
Employee Classification and Compensation Plans	S		Human Resources Director	
Studies - final draft	CR + 7 years	Notify	Human Resources Director	
Litigation Files	EVT + 3 years: EVT = longer of closure or appeal time		Human Resources Director	
Records Retention Schedules	S	Waived	Human Resources Director	
Requests for Proposals, successful	EVT + 7 years: EVT = contract expiration	Waived	Human Resources Director	
Requests for Proposals, unsuccessful	EVT + 1 year	Waived	Human Resources Director	
Invoices			Human Resources Director	
Organizational Charts	S	Waived	Human Resources Director	
Training	CR + 7 years	Waived	Human Resources Director	Specific requirements may require that particular records of training be kept for a longer period.
Correspondence (general)	CR + 3 years	Waived	Human Resources Director	
Manuals (equipment)	Life of Asset	Waived	Human Resources Director	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	Human Resources Director	Retain as long as administratively useful
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	Human Resources Director	

Records Series Title: Human Resources	Retention Period	WHS Notification	Custodian (§ 19.33 Wis. Stats.)	Notes
Material Safety Data Sheets	EVT + 30 years: EVT = Date substance received	Waived	Human Resources Director	
Police and Fire Commission				
Agendas of the police and fire commission	CR + 1 year	Waived	Human Resources Director	
Minutes of the police and fire commission	Permanent	N/A	Human Resources Director	
Records of the police and fire commission (includes supporting documents submitted to the commission)	Permanent	N/A	Human Resources Director	

Records Series Title: Information Technology	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Annual Back-Ups	CR + 7 years	Waived	IT Administrator	
Daily Back-Ups	CR + 15 days	Waived	IT Administrator	
Monthly Back-Ups	CR + 1 year	Waived	IT Administrator	
Special Back-Ups (end of tax processing, etc.)	CR + 7 years	Waived	IT Administrator	
Telephone Records: System Back-Up Records	CR + 15 days	Waived	IT Administrator	
Telephone Records: System Call Records	CR + 6 Months	Waived	IT Administrator	
Surveillance Recordings (facility/non-evidentiary)	CR + 121 Days	Waived	IT Administrator	
Hardware Licenses			IT Administrator	
Software Licenses			IT Administrator	
Correspondence (general)	CR + 3 years	Waived	IT Administrator	
Manuals (equipment)	Life of Asset	Waived	IT Administrator	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	IT Administrator	Retain as long as administratively useful
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	IT Administrator	
Video recording of proceedings from the following meetings:				
Common Council	CR + 121 Days		IT Administrator	
Board of Public Works			IT Administrator	
Finance/Personnel Committee			IT Administrator	
Plan Commission			IT Administrator	
Board of Park Commissioners			IT Administrator	
Historic Preservation Commission			IT Administrator	

Records Series Title: Municipal Court	Retention Period	WHS Notification	Custodian (§ 19.33 Wis. Stats.)	Notes
The retention and disposal of all court records is governed by Section 757.54 Wisconsin Statutes and Chapter SCR 72, which are incorporated herein by reference as presently constituted or hereafter revised.				
Electronic recordings of court proceedings which were appealed	EVT + 7 years	W	Municipal Judge	
Court statistical reports	CR + 7 years	W	Municipal Judge	
Arraignment calendars	CR + 7 years	W	Municipal Judge	
Warrant and commitment listings	CR + 7 years	W	Municipal Judge	
Municipal court correspondence	CR + 7 years	W	Municipal Judge	
Electronic recordings of court proceedings which were not appealed	EVT + 6 months	W	Municipal Judge	
Audiotapes/recordings	EVT (Until expiration trials or juvenile matters of statute of limitations to appeal to circuit court)	W	Municipal Judge	
Municipal court case files	EVT + 6 months (after entry of final judgment)	W	Municipal Judge	
Municipal court record	EVT + 5 years (after entry of final judgment)	W	Municipal Judge	
Municipal court judgment docket (a record of all money judgments)	EVT + 20 years docket (a record of all (after final docket money judgments) entry)	W	Municipal Judge	
Bank Deposits	CR + 7 years	Waived	Municipal Judge	
Receipts (money collected or received)	CR + 3 years: or until audited, whichever is earlier	Waived	Municipal Judge	
Correspondence (general)	CR + 3 years	Waived	Municipal Judge	
Manuals (equipment)	Life of Asset	Waived	Municipal Judge	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	Municipal Judge	Retain as long as administratively useful
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	Municipal Judge	

Records Series Title: Parks, Recreation & Forestry	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Board of Park Commissioners				
Agendas	CR + 1 year	Waived	Parks, Recreation & Forestry Director	
Minutes	Permanently	N/A	Parks, Recreation & Forestry Director	
Records of the board of park commissioners (includes supporting documents submitted to the board)	Permanently	N/A	Parks, Recreation & Forestry Director	
Commission on Aging				
Agendas	CR + 1 year	Waived	Parks, Recreation & Forestry Director	
Minutes	Permanently	N/A	Parks, Recreation & Forestry Director	
Records of the commission on aging (includes supporting documents submitted to the commission)	Permanently	N/A	Parks, Recreation & Forestry Director	
Park Records				
Master park plan	Permanently	N/A	Parks, Recreation & Forestry Director	
Plats	Permanently	N/A	Parks, Recreation & Forestry Director	
Aerial photographs	Permanently	N/A	Parks, Recreation & Forestry Director	
Supervisor's daily report of work completed	CR + 2 years	Waived	Parks, Recreation & Forestry Director	
Reservation requests	CR + 30 days. (If payment receipts are attached) CR + 7 years	Waived	Parks, Recreation & Forestry Director	
Master reservation book	CR + 2 years	Waived	Parks, Recreation & Forestry Director	

Records Series Title: Parks, Recreation & Forestry	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Tree planting, inspection, trimming and removal	CR + 7 years	Waived	Parks, Recreation & Forestry Director	
Facility Reservations	EVT + 7 years: EVT = Last	Waived	Parks, Recreation &	
Grant, Funding Records and Agreements	Life of Project	Waived	Parks, Recreation & Forestry Director	
History of - Photo albums, etc.	Permanent	Notify	Parks, Recreation & Forestry Director	
Incident Reports	CR + 7 years	Waived	Parks, Recreation & Forestry Director	
Material Safety Data Sheets	EVT + 30 years; EVT = date substance received	Waived	Parks, Recreation & Forestry Director	
Log, Water Use	Life of Project	Waived	Parks, Recreation & Forestry Director	
Log, Well Data	Life of Project	Waived	Parks, Recreation & Forestry Director	
Plans / Construction Documents / Specifications / Drawings	Life of Project	Waived	Parks, Recreation & Forestry Director	
Program Registrations	EVT + 7 years: EVT = Last Reservation	Waived	Parks, Recreation & Forestry Director	
Safety Inspection Report	CR + 7 years	Waived	Parks, Recreation & Forestry Director	
Site Plans	Life of Project	Waived	Parks, Recreation & Forestry Director	
Volunteer Information	CR + 3 years	Waived	Parks, Recreation & Forestry Director	
Boat Launch Permits (Daily and Season)	EVT + 3 years		Parks, Recreation & Forestry Director	
Employee phone list for emergency call	S		Parks, Recreation & Forestry Director	PII

Records Series Title: Parks, Recreation & Forestry	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Correspondence (general)	CR + 3 years	Waived	Parks, Recreation & Forestry Director	
Manuals (equipment)	Life of Asset	Waived	Parks, Recreation & Forestry Director	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	Parks, Recreation & Forestry Director	Retain as long as administratively useful
Warranty Records	Life of asset or end of warranty, whichever occurs	Waived	Parks, Recreation & Forestry Director	
Facilities Management				
Cleaning Log	CR + 1 year	Waived	Parks, Recreation & Forestry Director	
City Building Files	EVT + 3 years: EVT = Superseded	Waived	Parks, Recreation & Forestry Director	
Inspection Reports (Elevator, etc.)	CR + 7 years	Waived	Parks, Recreation & Forestry Director	
Key Number Listing	Permanent	N/A	Parks, Recreation & Forestry Director	
Maps - Original Drawings	Permanent	N/A	Parks, Recreation & Forestry Director	
Parks, substations & highway building survey reports / yearly	CR + 10 years	Waived	Parks, Recreation & Forestry Director	
Project Files	Permanent	N/A	Parks, Recreation & Forestry Director	
Project Log	Permanent	N/A	Parks, Recreation & Forestry Director	
Utility Computer Printouts	S	Waived	Parks, Recreation & Forestry Director	

Records Series Title: Parks, Recreation & Forestry	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
<i>Buildings, Facilities, and Grounds</i>				
Access Control List (e.g., Key, Swipe Card, Key Fob, and/or Access Code)	P/S	Waived	Parks, Recreation & Forestry Director	
Buildings, Facilities & Grounds Data	S	Waived	Parks, Recreation & Forestry Director	
Construction Project Planning, Proposal, & Administration Records	7 years after project completion	Waived	Parks, Recreation & Forestry Director	
Construction Submittals (e.g., Shop Drawings, Samples, & Product Data)	P	N/A	Parks, Recreation & Forestry Director	
Environmental Health & Safety Records	CR + 7 years	Waived	Parks, Recreation & Forestry Director	
Equipment, Systems, & Vehicles (e.g., Purchase Information, Instruction Manuals, Maintenance Agreements, Maintenance Logs, Warranties)	Life of Equipment, System, or Vehicle	Waived	Parks, Recreation & Forestry Director	
Incident Reports	CR + 3 years	Waived	Parks, Recreation & Forestry Director	
Maintenance Service Request Form	EVT: EVT = Project Completion	Waived	Parks, Recreation & Forestry Director	

Records Series Title: Planning & Economic Development	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Aerial photographs	EVT (until superseded)	Waived	Planning & Economic Development Director	
City maps	Permanent	N/A	Planning & Economic Development Director	
Water, storm, and sanitary sewer main maps	Permanent	N/A	Planning & Economic Development Director	
Preliminary subdivision plats	EVT (until superseded by final Plat)	Waived	Planning & Economic Development Director	
Final subdivision plats	Permanent	N/A	Planning & Economic Development Director	
Street vacations and dedications, copies	EVT (retain for active reference life)	Waived	Planning & Economic Development Director	
Special assessment calculations	EVT + 2 years	Waived	Planning & Economic Development Director	
Revolving loan fund documents			Planning & Economic Development Director	
Revolving loan fund audits			Planning & Economic Development Director	
Comprehensive Plan	Permanent	N/A	Planning & Economic Development Director	
Rezoning files/zoning amendments	Permanent	N/A	Planning & Economic Development Director	
Conditional use applications	Permanent	N/A	Planning & Economic Development Director	
Site plans	Permanent	N/A	Planning & Economic Development Director	
Certified survey maps	Permanent	N/A	Planning & Economic Development Director	

Records Series Title: Planning & Economic Development	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Tax Increment Financing District files	EVT + 7 years: EVT = district formally closed		Planning & Economic Development Director	
Environment Reports (Phase I / II) Soil	Permanent		Planning & Economic Development Director	
Property Appraisals	EVT + 1 year: EVT = disposition of property		Planning & Economic Development Director	
Revocable Occupancy Permit Files			Planning & Economic Development Director	
Other Plans or Plan Documents			Planning & Economic Development Director	
Correspondence (general)	CR + 3 years	Waived	Planning & Economic	
Manuals (equipment)	Life of Asset	Waived	Planning & Economic	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	Planning & Economic Development Director	Retain as long as administratively useful
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	Planning & Economic Development Director	
Boards and Commissions				
Plan Commission:				
Agendas	CR + 1 year	Waived	Planning & Economic Development Director	
Minutes	Permanent	N/A	Planning & Economic Development Director	
Records of the Plan Commission (includes supporting documents submitted to the commission)	Permanent	N/A	Planning & Economic Development Director	
Redevelopment Authority:				
Agendas	CR + 1 year	Waived	Planning & Economic Development Director	

Records Series Title: Planning & Economic Development	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Minutes	Permanent	N/A	Planning & Economic Development Director	
Records of the Redevelopment Authority (includes supporting documents submitted to the board)	Permanent	N/A	Planning & Economic Development Director	
Historic Preservation Commission:				
Agendas	CR + 1 year	Waived	Planning & Economic Development Director	
Minutes	Permanent	N/A	Planning & Economic Development Director	
Records of the Historic Preservation Commission (includes supporting documents submitted to the commission)	Permanent	N/A	Planning & Economic Development Director	
Joint Review Board (Tax Increment Finance Districts)				
Agendas	CR + 1 year	Waived	Planning & Economic Development Director	
Minutes	Permanent	N/A	Planning & Economic Development Director	
Records of the Joint Review Board (includes supporting documents submitted to the board)	Permanent	N/A	Planning & Economic Development Director	

Records Series Title: Police Department	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Traffic citations sent through municipal court	EVT + 8 years (and EVT + 8 years	Waived	Police Chief	
Ordinance citations	EVT + 8 years (after closed)	Waived	Police Chief	
All accounting records	CR + 7 years	Waived	Police Chief	
Personnel records	EVT + 8 years		Police Chief	
Property inventory records	EVT + 8 years		Police Chief	
Citizen complaints against police officers/lawsuits	EVT + 5 years: EVT = end of appeal time, upon closure or final determination	Waived	Police Chief	
Arrest records	EVT + 8 years	Waived	Police Chief	
Incident records	EVT + 10 years: EVT = date of offense	Waived	Police Chief	
Fingerprint cards	CR + 8 years	Waived	Police Chief	
Evidence cards	CR + 10 years	Waived	Police Chief	
Investigation records	EVT + 10 years: EVT = date of closing of investigation	Waived	Police Chief	
Police dispatch audio tapes/recordings	CR + 121 days	Waived	Police Chief	
Police video tapes	CR + 121 days	Waived	Police Chief	
Work schedules	CR + 7 years	Waived	Police Chief	
Informational teletype messages	CR + 30 days	Waived	Police Chief	
Medical records, re: occupational exposure	EVT + 30 years	Waived	Police Chief	
Training records for exposure control	CR + 3 years	Waived	Police Chief	
Juvenile Violations / Citations	EVT + 6: EVT = Final Judgment	Waived	Police Chief	
Felony Cases (except homicide, DNA and sexual assault):				
-no suspect/warrant not served	EVT + 6 years: EVT = date of offense		Police Chief	
-suspect ID'd and warrant issued	Permanent		Police Chief	

Records Series Title: Police Department	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
-suspect convicted	EVT + 1 year: EVT = 1 year following sentencing if no appeal		Police Chief	
Felony cases; Homicide & Sexual Assault	Permanent		Police Chief	
Misdemeanor Cases	EVT + 3: EVT = Commencement of Action	Waived	Police Chief	
Ordinance Violations	EVT + 3: EVT = Commencement of Action	Waived	Police Chief	
Parking Citations	EVT + 3: EVT = Commencement of Action	Waived	Police Chief	
Search Warrants	EVT + 6: EVT = Filed with Court	Waived	Police Chief	
Subpoena Duces Tecum	S	Waived	Police Chief	
Traffic Cases	EVT + 3: EVT = Commencement of Action	Waived	Police Chief	
Trust Account Audits, Monthly	EVT + 6: EVT = Case Related	Waived	Police Chief	
Vacation Schedule, Police Officers	S	Waived	Police Chief	
Vehicle Seizures	EVT + 3: EVT + Date of Seizure	Waived	Police Chief	
Victim / Witness Card Files	EVT + 6: EVT = Case Closed	Waived	Police Chief	
Victim / Witness Cases	EVT + 6: EVT = Case Closed	Waived	Police Chief	
Victim / Witness Statistics Sheet, Closed	EVT + 6: EVT = Case Closed	Waived	Police Chief	
Victim / Witness Volunteers and Schedules	S	Waived	Police Chief	
Bond Receipts	8 years §59.27(8), Wis. Stats.		Police Chief	
Traffic Citations not sent through court	EVT + 2 years: EVT = closed, disposed or cancelled		Police Chief	
DNA evidence resulting in conviction	EVT: EVT=completion of entire sentence, including extended supervision		Police Chief	

Records Series Title: Police Department	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Officer Involved Critical Incidents	EVT + 7 years: EVT = date of incident		Police Chief	
Asset Forfeiture fees/logs	Permanent	N/A	Police Chief	
Confidential Informant files/logs	Permanent	N/A	Police Chief	
Fleet lease contracts	EVT + 1 year: EVT = contract termination	Waived	Police Chief	
Radar Certification Logs	EVT + 8 years: EVT = end of use	Waived	Police Chief	
Intoxolyzer Certification Logs	EVT + 8 years: EVT = end of use	Waived	Police Chief	
Stun Belt records	EVT + 8 years: EVT = date of final appeal		Police Chief	
Discharge of weapon report	EVT + 1 year: EVT = final appeal ti		Police Chief	
Arrest Warrants	EVT: EVT = until satisfied		Police Chief	
Arrest Warrants - Cancelled	EVT + 1 month: EVT = cancellation		Police Chief	
Extradition warrant cancelled	EVT + 3 years: EVT = cancellation		Police Chief	
Search Warrants	EVT + 1 year: EVT = until		Police Chief	
State uniform crime reports	CR + 5 years		Police Chief	
Warning notices	EVT + 6 months: EVT = after compliance		Police Chief	
WisDOT motor vehicle accident reports (MV4000 & MV4000E)	EVT + 0: EVT = confirmation of transfer to DOT		Police Chief	
False Alarm Records	CR + 1 year	Waived	Police Chief	
Correspondence (general)	CR + 3 years	Waived	Police Chief	
Manuals (equipment)	Life of Asset	Waived	Police Chief	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	Police Chief	Retain as long as administratively useful
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	Police Chief	

Records Series Title: Department of Public Works	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
<i>Board of Public Works</i>				
Agendas	CR + 1 year	Waived	Director of Public Works	
Minutes	Permanent	N/A	Director of Public Works	
Records of the board of public works (includes supporting documents submitted to the board)	Permanent	N/A	Director of Public Works	
<i>Projects and contracts</i>				
Invitations to Bid/Requests for Proposal	7 years after completion of the work	Waived	Director of Public Works	Includes instructions, specifications, proof of advertisement, successful bids/proposals, agreements, contracts, and any related records
Notice to contractors	EVT + 7 years (after completion of project)		Director of Public Works	
	EVT + 2 years (unsuccessful bidders)	Waived	Director of Public Works	
Certified check	EVT (retain until contract has been signed and return to bidder)	N/A	Director of Public Works	
Bid bond	EVT + 7 years (after completion of project)	Waived	Director of Public Works	
	EVT + 2 years (unsuccessful bidders)		Director of Public Works	

Records Series Title: Department of Public Works	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Bidder's proof of responsibility	EVT + 7 years (after completion of project)	Waived	Director of Public Works	
	EVT + 2 years (unsuccessful bidders)		Director of Public Works	
Bids	EVT + 7 years (after completion of project)	Waived	Director of Public Works	
	EVT + 2 years (unsuccessful bidders)		Director of Public Works	
Affidavit of organization authority	EVT + 7 years (after completion of project)	Waived	Director of Public Works	
	EVT + 2 years (for unsuccessful bidders)		Director of Public Works	
Contracts	EVT + 7 years (after completion of project)	Waived	Director of Public Works	
Master project files	EVT + 20 years (after life of structure)	N	Director of Public Works	
Blueprints/Record drawings of construction plans	EVT (until superseded by the as-built drawings)	Waived	Director of Public Works	
Bid Tabulations	EVT + 7 years: EVT = Project completion	Waived	Director of Public Works	
Water				
Water stub	FIS + 2 years	Waived	Director of Public Works	
Receipts of current billings	FIS + 2 years	Waived	Director of Public Works	
Customer's ledgers of municipal utilities	FIS + 2 years	Waived	Director of Public Works	
All other utility records	CR + 7 years	Waived	Director of Public Works	

Records Series Title: Department of Public Works	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Water quality laboratory tests (deep well and landfill well water analysis detail and summary reports; chemical and bacteriological analysis of municipal drinking water detail and summary reports; municipal drinking water fluoride analysis; swimming pool water bacteriological analysis; public bathing beach water bacteriological analysis and water quality control readings)	EVT + 5 years (if information has been transferred to a permanent test site location file, EVT + 1 year)	Waived	Director of Public Works	
Maps showing the location and physical characteristics	EVT (until map is superseded)	Waived	Director of Public Works	
Engineering records in connection with construction	EVT (until record is superseded or 6 years after plant is retired provided mortality data are retained)	Waived	Director of Public Works	
Operating records:				
Station pumpage records	CR + 15 years or EVT + 3 years after the source is abandoned	Waived	Director of Public Works	
Interruption records	CR + 6 years	Waived	Director of Public Works	
Meter test records	EVT (See Wis. Admin. Code § PSC 185.4	Waived	Director of Public Works	
Meter history record	EVT (life of meter)	Waived	Director of Public Works	
Annual meter accuracy summary	CR + 10 years	Waived	Director of Public Works	
Pressure records	CR + 6 years	Waived	Director of Public Works	

Records Series Title: Department of Public Works	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Customer records:				
Complaint records	CR + 3 years	Waived	Director of Public Works	
Customer deposit	EVT + 6 years (after refund)	Waived	Director of Public Works	
Meter reading sheets or cards	CR + 6 years	Waived	Director of Public Works	
Billing records	CR + 6 years	Waived	Director of Public Works	
Filed rates and rules	Permanent	Waived	Director of Public Works	
Analyses of any water samples taken from city water s	EVT + 10 years (under Wis. Admin. Code § NR 109.12)	Waived	Director of Public Works	
Well permits	EVT = system abandoned	Waived	Director of Public Works	
Water sample reports	EVT = 7 years	Waived	Director of Public Works	
Water Department Inspection Reports	EVT + 7 years		Director of Public Works	
Water Department Studies/Reports	EVT + 7 years		Director of Public Works	
Request for Proposals	EVT + 3 years: EVT = awarding proposal		Director of Public Works	
Street				
Street operations file	CR + 2 years (after created)	Waived	Director of Public Works	
Street and sidewalk maintenance and repair	CR + 25 years	Waived	Director of Public Works	
Stock control records	CR + 2 years	Waived	Director of Public Works	

Records Series Title: Department of Public Works	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Fuel usage reports	CR + 2 years	Waived	Director of Public Works	
Heavy equipment and vehicle ledger	EVT (life of equipment and/or vehicle inventory ledger or until inventory ledger is superseded)	Waived	Director of Public Works	
Vehicle maintenance histories	EVT (life of vehicle)	Waived	Director of Public Works	
Vehicle expense reports	EVT (life of vehicle)	Waived	Director of Public Works	
Vehicle usage reports	CR + 2 years	Waived	Director of Public Works	
Payroll support records	CR + 2 years	Waived	Director of Public Works	
Purchasing records	CR + 7 years	Waived	Director of Public Works	
Complaint ledger	CR + 2 years	Waived	Director of Public Works	
Monthly reports	CR + 2 years	Waived	Director of Public Works	
Annual reports	Permanently	N/A	Director of Public Works	
Machinery, time sheets	EVT + 1 year: EVT = Machinery is	Waived	Director of Public Works	
State Gas Reports	CR + 3 years	Waived	Director of Public Works	
Engineering				
Field notes	Permanent	N/A	Director of Public Works	
enchmark books	Permanent	N/A	Director of Public Works	
ection corner monument logs	Permanent	N/A	Director of Public Works	

Records Series Title: Department of Public Works	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Aerial photographs	EVT (until superseded)	Waived	Director of Public Works	
Water, storm, and sanitary sewer main plans (hard copy of final plans)	Permanent	N/A	Director of Public Works	
Profile and grade books	Permanent	N/A	Director of Public Works	
Index to maps	Permanent	N/A	Director of Public Works	
Preliminary subdivision plats	EVT (until superseded by final Plat)	Waived	Director of Public Works	
Final subdivision plats	Permanent	N/A	Director of Public Works	
Annexation plats	Permanent	N/A	Director of Public Works	
Assessor's plats	Permanent	N/A	Director of Public Works	
Structure plans for municipal buildings and bridges	EVT (life of the structure)	N	Director of Public Works	
Annual reports	Permanent	N/A	Director of Public Works	
House number and address change file	Permanent	N/A	Director of Public Works	
Street vacations and dedications, copies	EVT (retain for active reference life)	Waived	Director of Public Works	
Permits (includes permits for excavation of streets by private utilities)	EVT + 3 years	Waived	Director of Public Works	
Petitions for street and sewer systems	EVT + 2 years	Waived	Director of Public Works	
Special assessment calculations	EVT + 2 years	Waived	Director of Public Works	
TV sewer inspection records	EVT (until superseded)	Waived	Director of Public Works	
State highway aids program records	FIS + 7 years	Waived	Director of Public Works	

Records Series Title: Department of Public Works	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Storm Water Maintenance Agreements	Permanent		Director of Public Works	
Relocation orders	Retain latest revision for each project	Waived	Director of Public Works	
Special Assessment				
Report on special assessment project	CR + 2 years	Waived	Director of Public Works	
Waiver of special assessment notice and hearing	EVT + 1 year (after the final resolution is approved)	Waived	Director of Public Works	
Certified special assessment roll	EVT (retain until all assessments are collected)	Waived	Director of Public Works	
Statement of new special assessments	CR + 5 years	Waived	Director of Public Works	
Special assessment payment register	EVT (retain until all assessments are collected)	Waived	Director of Public Works	
Licenses and Permits				
Street Excavation Permits	EVT + 3 years		Director of Public Works	
Sidewalk License	EVT + 3 years		Director of Public Works	
Noise Ordinance Variation Permits	EVT + 3 years		Director of Public Works	
Street Closure Permits	EVT + 3 years		Director of Public Works	
General				
Material Safety Data Sheets	EVT + 30 years; EVT = date substance received	Waived	Director of Public Works	
Correspondence (general)	CR + 3 years	Waived	Director of Public Works	
Manuals (equipment)	Life of Asset	Waived	Director of Public Works	
Reference Materials (books, magazines, pamphlets, brochures, newsletters, etc.)	S	Waived	Director of Public Works	Retain as long as administratively useful

Records Series Title: Department of Public Works	Retention Period	WHS Notification	Custodian (§19.33 Wis. Stats.)	Notes
Warranty Records	Life of asset or end of warranty, whichever occurs first	Waived	Director of Public Works	

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Resolution #15-27, Authorizing License Agreement with Thomson Reuters (Tax & Accounting), Inc. (CS Professional Suite Software).

ATTACHMENTS:

- Reso15-27 (DOCX)
- 201503031107-1 (PDF)
- 201503031107 (PDF)
- FixedAssetsSoftwareMemo (DOC)

RESOLUTION #15-27

AUTHORIZING LICENSE AGREEMENT WITH
THOMSON REUTERS (TAX & ACCOUNTING), INC.
(CS Professional Suite Software)

WHEREAS, the City of De Pere is desirous of purchasing capital asset management software for in-house capital asset recordkeeping and related depreciation; and

WHEREAS, the Finance/Personnel Committee has reviewed and recommends approval of the software purchase and proposed License Agreement with Thomson Reuters (Tax & Accounting), Inc.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Finance Director is authorized and directed to execute the attached client software order form with Thomson Reuters (Tax & Accounting), Inc., subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-27 (3240 : Resolution #15-27, Authorizing License Agreement with Thomson Reuters)

Thomson Reuters (Tax & Accounting) Inc. Professional Software & Services CS Professional Suite® License Agreement

Single-Location License Granted

This Software License Agreement and the CS Professional Suite Software Order Form and other Addenda attached hereto and/or made a part hereof by reference (collectively the "Agreement") is entered into by and between the Company whose name appears in the Order Form ("Company") and Thomson Reuters (Tax and Accounting), Inc. ("TRTA"). TRTA grants to the individual named on the applicable Order Form ("Licensee") a non-exclusive license to use and access the CS Professional Suite Software Products ("Software Products"), subject to the license and use terms of this Agreement. Licensee is the administrator of the Services (unless such administration is otherwise delegated) and has an exclusive license to use and/or access the Software Products on multiple computers within one practice location; legally constituted proprietorship, partnership or corporation (the "Practice Unit") and may delegate or sublicense such use to others within the Practice Unit for the intended purpose and subject to the license provisions of this Agreement, for the term stated in the applicable Order Form. Additional licenses are required if the Company has or sets up offices at other locations which "service clients" using the Software Products whether installed on a laptop or otherwise. "Service clients" includes, but is not limited to, meeting with clients, performing work for clients, dropping off and picking up information from clients. Unless the Company purchases the applicable network module, this License allows use of the Software Products on stand-alone computers only (a "non-network" version).

This Agreement shall be effective from the Effective Date as defined on the applicable CS Professional Suite Software Order Form, and shall remain in effect for as long as the term of such CS Professional Suite Software Order

Form, or any renewal form issued by TRTA pursuant to such CS Professional Suite Software Order Form (each, a "Renewal Form"). The term of each CS Professional Suite Software Order Form or Renewal Form shall be stated therein, and unless otherwise stated, is for a duration of twelve (12) months. This Agreement shall remain in effect for as long as a CS Professional Suite Software Order Form or a Renewal Form is in effect.

Client Bookkeeping Solution® (CBS) :

- Includes the right for Company to use the Accountant's Assistant™ software for Write-Up CS® on multiple computers within the designated Practice Unit at a single location.
- To the extent Company is designated a "CBS Master Licensee" (as hereinafter defined), Company can purchase additional copies of the CBS client modules at the then-current price, and install client copies of the CBS in client offices under the terms described in "Client Sublicense Granted" section below.

CS Professional Suite Accounting Products / Accounting CS® / Fixed Assets CS® / Practice CS® / Workpapers CS™:

These products may print the name of the Licensee's Practice Unit on applicable reports.

Note: Write-Up CS, Trial Balance CS®, and Engagement CS® must be licensed to the same person.

UltraTax CS®:

These products will print the name and full address of the Licensee's Practice Unit on the preparer block of each tax return. Alternate Preparer Blocks are available for all federal entity tax software products by using the Per Return Pricing (PRP) option.

Most CS Professional Suite applications require Microsoft® Word® or Excel® (with the latest service packs installed) to take advantage of certain program features. To ensure compatibility with all CS Professional Suite applications, you must be licensed for Microsoft Office® XP or later.

Termination

In the event of non-payment, or breach of the terms of the Agreement by Company that is not cured within 10 days after written notice is provided, TRTA shall have the right to terminate the applicable Order Form or this Agreement, or deactivate Company's access to the Software, as well as discontinue and/or suspend the provision of updates and/or support services for any of the CS Professional Suite Products. TRTA may also, after any applicable minimum commitment period, discontinue Company's access to the Software Products for any reason upon written notice to Company.

Business Purpose

The Company acknowledges that the Software Products are being licensed for business use and purposes only.

The software is licensed specifically for the use of the Practice Unit represented by the Licensee. Using this software to host other users outside of the Licensee's Practice Unit and/or entities is not permitted.

Client Sublicense Granted (for CBS Master Licensees only)

For each copy of a client module of a Software Product, which is purchased from TRTA, TRTA grants a sublicense for one designated client entity, as defined hereafter, to use such client module at a single location. Company agrees not to give, sell or loan client modules to any client entity other than the client entity named under such sublicense. A "client entity" is defined as



CS Professional Suite License Agreement, continued

an individual, proprietorship, partnership, or corporation that is legally required to file a separate federal tax return. If a client entity intends to use the software for multiple entities or at multiple locations, the Company agrees to purchase additional software copies from TRTA for each of those entities or locations. This client sublicense is not transferable. The sublicensed software will display an introductory screen showing the Company's firm name and address, and the client entity's name and address. The Company is free to make any pricing and support arrangements with client entities. Company agrees to be responsible for ensuring compliance by the client entities with the license and confidentiality terms of this Agreement, and/or any breach of the same by a client entity.

Dissolution of Practice Unit

If the Licensee leaves the Practice Unit, or the Practice Unit dissolves or changes its legal composition, and this Agreement is assigned subject to the assignment clause of this Agreement, Licensee shall continue to be the sole licensee and authorized custodian of the Software Products for purposes of receiving telephone support and software updates. The Licensee agrees that he/she will not permit others, including members of his/her former Practice Unit, to retain copies of the Software Products. Please contact the CS Professional Suite Licensing Coordinator for questions regarding licensing.

Dissolution of Practice Unit (CBS Master Licenses only)

If the Licensee leaves the Practice Unit, or the Practice Unit dissolves or changes its legal composition, and this Agreement is assigned subject to the assignment clause of this Agreement, the above defined Master Licensee shall continue to be the authorized custodian of the CS Professional Suite Accounting's Accountant's Assistant and client modules, licensed for internal use only, for purposes of receiving telephone support and software updates. The Master Licensee agrees

that he/she will not permit others, including members of his/her former Practice Unit, to retain or use copies of that software. Please contact the CS Professional Suite Licensing Coordinator for questions regarding licensing.

Product Support & to Return

Telephone support is available during the days and times posted in the Support section of the CS Professional Suite website. Licensing for any products must be current (non-expired) in order to receive support services. Paid support is calculated in 10-minute increments or by the terms of the support contract, if purchased. Support services will only be provided to employees and contractors of Licensee's business unit. If Company is a CBS Master Licensee, Company will provide support to its clients since TRTA does not deal directly with the Company's clients. Additional details are provided below by product:

CS Professional Suite Accounting Products / Accounting CS / Fixed Assets CS / Practice CS / FileCabinet CS® / Toolbox CS® / CBS Master Licenses / Workpapers CS™:

The initial license fee for these products includes a 60-day right to return and 60 days of free telephone support from the date of purchase. Paid support applies thereafter.

60-day right to return does not apply to purchases of Payroll Tax Unlimited Electronic Filing, Accounting CS 940/941 Unlimited Electronic Filing, and/or Unlimited Source Document Processing.

UltraTax CS Products:

The annual license fee for UltraTax CS products includes the right to return up to 30 days from the initial delivery of the UltraTax CS platform or 30 days from the company's initial purchase of UltraTax CS, whichever applies. For any tax products that are returned, there will be an administrative fee of \$250

deducted from the total refund. The annual license fee for Tax products also includes free telephone support.

30-day right to return does not apply to purchases of 1040 or Business Electronic Filing – Unlimited.

Onsite consulting / implementation / training fees and expenses are nonrefundable. Prepaid training balances unused after 2 years from the purchase date will be forfeited.

60-day right to return and free support period do not apply to purchases of additional network seats, Timekeepers, payroll client bundles, or CBS client modules when purchased subsequent to the initial purchase.

Network Installation & Support

To assure successful installation of Network and Terminal Server Software Products, the Company will provide a qualified installer to install and configure network hardware and software. (For CBS Master Licenses, the Accountant's Assistant for Write-Up CS will work with either the single user or network versions of Write-Up CS.) The Company will provide a qualified person to handle all administrative functions including, but not limited to, handling new user accounts and workstations, network passwords and file-sharing status, hardware, and printers. TRTA will only provide telephone support for Network and Terminal Server Software Products installed on local area and server-based networks, which incorporate hardware and network operating software officially supported by TRTA.

Future Versions

CBS / CS Professional Suite Accounting / Accounting CS / ToolBox CS / Practice CS / FileCabinet CS / Fixed Assets CS / Workpapers CS™:

The initial license fee for these products includes all enhancements or modifications to a Software Product ("normal updates") released during the Initial Term of the license. After the Initial Term, the license to the Software Products as well as, any normal updates will be made available to the



CS Professional Suite License Agreement, *continued*

Company pursuant to a Renewal Form and based on Company's payment of either (1) the annual license fee for software requiring an annual renewable license fee or (2) the annual product maintenance fee for perpetually licensed software, whichever applies.

From the time an enhanced version of a Software Product is publicly released, TRTA warrants that Telephone support will be available for the superseded version for at least 12 months.

UltraTax CS / Payroll Compliance Module / State Payroll Tax Module:

Each year's Software Products will be considered new Software Products and are subject to an annual license fee. Any enhancements or modifications to a Software Product are included in the annual license fee.

Professional Responsibility

The Company is solely responsible for the accuracy of all financial reports and tax returns produced by the Software Products. Using CS Professional Suite Software Products does not relieve the Company of any professional obligations concerning preparation and review of financial reports and tax returns. CBS Master Licensees are solely responsible for the client installation and support arrangements and for reviewing the accuracy of the data produced by the CBS software. Although the Software Products provided hereunder are tools to assist Company in the preparation of, as applicable, tax returns and/or other tax related documents ("Tax Documents"), Company assumes sole responsibility and entire risk for the preparation, content, elections, accuracy and timely submission of all such Tax Documents. Company agrees to defend, at its own expense, indemnify and hold TRTA harmless against liability (including without limitation, attorneys' fees, penalties and interest) arising directly or indirectly from any suit, claim or proceeding brought against TRTA by any party based upon preparation, submission or filing of Tax Documents through use of the Software Products.

Confidentiality and Intellectual Property

Both parties understand and agree that restrictions should be placed on the use, dissemination and disclosure of certain non-public and/or proprietary information to be exchanged between TRTA on the one hand, and Company on the other. This information shall include, without limitation, the terms and conditions of this Agreement, either party's information about its customers, any non-public information, and TRTA's products and services, and all other software, data, information and materials marked as confidential or that should otherwise be understood to be confidential in the reasonable exercise of the receiving party's judgment, which is disclosed by one party ("the disclosing party") to the other party ("the recipient"), all of which shall hereinafter be referred to as the "Information".

The Information will be kept confidential and each party shall exercise reasonable care to maintain all Information in confidence. Circulation of the Information shall be limited to only the recipient's employees and agents who need to know the Information in connection with their normal duties and who are bound in writing by confidentiality obligations at least as stringent as under this Agreement, and shall not be distributed or disclosed in whole or in part to any other employees or third parties, without prior written consent of the disclosing party. The term "Information" does not include information that (a) is or becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom the recipient discloses the Information, (b) becomes available to the recipient on a non confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party, (c) was lawfully known to the recipient or in its possession prior to the date of disclosure by the disclosing party, (d) is disclosed with the disclosing party's written

permission, or (e) is independently developed by the recipient without reference to or use of the Information.

In the event that the recipient becomes legally compelled to disclose any of the Information, it will provide the disclosing party with prompt notice so that the disclosing party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the recipient will furnish only that portion of the Information, which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Information.

In the event of any breach of the obligations set forth in this section by the Recipient, the Disclosing Party could be irreparably and immediately harmed and may not be made whole by monetary damages. In such event, without prejudice to any rights and remedies otherwise available, the Disclosing Party shall be entitled to seek equitable relief by way of injunction. The obligations of confidentiality set forth herein shall govern all communications and disclosure / receiving of Information between Company and TRTA and shall continue for a period of three (3) years following expiration or termination of this Agreement.

TRTA retains all rights in the Software Products, and all source code, applications and processes making up the Software Products, (ii) any information about the same contained in the specifications, or documentation, user, technical and training manuals, (iii) Software Product updates, modifications, enhancements, screen shots, layouts, text and user interfaces, and (iv) any and all concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and software contained in (i), (ii) or (iii) and/or which TRTA creates, acquires, owns or otherwise has or obtain rights to. The



CS Professional Suite License Agreement, *continued*

Software Product(s) and accompanying Materials are subject to protection under the copyright and or trade secret laws, where applicable, and other intellectual property laws of the United States and other jurisdictions. The rights granted in this Agreement are the only rights that TRTA grants with regard to the Software and there are no implied licenses, and TRTA retains all rights not specifically granted to Company in the Agreement. The Company agrees that he/she will hold and use the Software Products in the same manner as he/she deals with his/her own confidential proprietary information and trade secrets. The Company will not, nor will it permit any of its employees, agents or representatives to, transfer, resell, divulge, reverse engineer, modify, or develop derivative works from the technology embodied in the Software Products.

Warranty, Disclaimer & Liability

TRTA warrants that each Software Product, when correctly installed on a type of hardware and/or local area network (LAN) and operating environment supported by TRTA, will perform as described in its current operator's manual. TRTA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRTA WILL AT ITS OPTION, AND AS COMPANY'S SOLE AND EXCLUSIVE REMEDY, REPAIR,

REPLACE, OR REFUND THE LICENSE FEES FOR ANY SOFTWARE PRODUCT NOT MEETING THIS WARRANTY. THE COMPANY AGREES THAT THE TOTAL CUMULATIVE LIABILITY OF TRTA FOR ALL CLAIMS DURING A TWELVE MONTH PERIOD RELATED TO THIS AGREEMENT AND EACH SOFTWARE PRODUCT INCLUDING ANY CLAIMS IN WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE TOTAL AMOUNT OF THE LICENSE FEES PAID BY COMPANY FOR THE APPLICABLE SOFTWARE PRODUCT WHICH FORMS THE BASIS OF SUCH CLAIMS. TRTA SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST OR DAMAGED DATA; LOSS OF PROFIT OR GOODWILL; WHETHER FORESEEABLE OR NOT, EVEN IF TRTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

General

Any required notice by TRTA shall be deemed properly given when sent by TRTA by fax, certified, express or first class mail. Upon termination, the Company is obligated to delete all electronic copies and return all physical copies of the Software Product to TRTA, together with all copies of related manuals. The Company agrees that injunctive relief is an appropriate

remedy to prevent any breach of this Agreement. All claims against TRTA related to this License or Software Products shall be brought and maintained exclusively in courts located in Michigan and this Agreement shall be governed by the laws of the State of Michigan, without regard to conflict of laws provisions. Neither party may assign its rights and remedies nor transfer its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; however, upon written notice to the other party, TRTA may assign this Agreement to any present or future parent, subsidiary, or affiliate, or as part of the sale of its business using the Products and Services provided hereunder, or pursuant to any merger, consolidation, or other reorganization, without the other party's consent. An assignee of either party, as authorized hereunder, shall assume all of the rights and obligations of the assigning party set forth in this Agreement.



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SUBTOTAL \$

SALES TAX* \$

TOTAL AMOUNT DUE \$

LICENSEE INFORMATION (to be completed by client)

Company Name: _____

Name: _____

Street: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Email: _____

REFERRING FIRM INFORMATION

Firm Name: _____ Firm ID: _____

Name: _____

Street: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Email: _____

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STATUS OF PRIOR YEAR COMMENTS AND RECOMMENDATIONS

The following comments and observations have been discussed in prior year management letters. Although progress has been made, the recommendations have not yet been fully implemented. Since complete implementation of the recommendations have not been made, we recommend the City develop a specific timetable for implementation, including identifying persons responsible for implementation, for each recommendation. Presented below is a summary of prior year comments along with any current status.

1. Capital Assets Records

Under current governmental accounting principles, the City records capital assets purchased for use by the City as expenditures in their governmental funds. The purchases are recorded in outlay accounts and are commingled with other City operating expenses. At year end, the City reviews their outlay accounts to determine additions and disposals to its capital assets and record the activity, as well as the annual depreciation expense on each asset. At December 31, 2013, the City's capital assets for governmental activities totaled approximately \$104 million. Currently, the City information regarding capital assets consist of spreadsheet listings of the individual assets and accumulated depreciation, which in part, are maintained by the City's auditor. The annual addition, removal and depreciation information is used to prepare the City's government-wide financial information. In our opinion, the use of spreadsheets to accumulate the financial information of capital assets is more time-consuming and susceptible to error than automated records. In addition, maintaining prior year information is more difficult since normally only the current year detail balance is carried over to the subsequent year.

Accordingly, we recommend the City review the feasibility of installing capital asset software to account for City-owned capital assets. We are informed that the City is considering purchasing a module of current software for their capital assets. Furthermore, we believe the City should consider assigning the maintenance of capital asset records to a specific employee.

MANAGEMENT'S RESPONSE: The Finance Department is presently reviewing two alternatives for capital assets recordkeeping and related depreciation. The first solution would be to purchase the capital assets recordkeeping INCODE module from Tyler Technologies which is the company we currently use for our financial software recordkeeping and reporting. The estimated cost of purchasing this module is \$6,500 plus annual support. A second solution would be to purchase the Thomson Reuters Fixed Assets CS Recordkeeping software estimated at \$2,500 plus annual support which the auditors have found to work well for similar-sized governmental entities. In any event, the Finance Department would be responsible for initial input of City Capital Assets and subsequent additions and retirements on an annual basis. The Clerk's Office would gather this activity in conjunction with assistance from both the Finance and Human Resources departments to make sure the capital asset information is complete which would be additionally helpful for property insurance purposes. The City will implement this pending Finance Committee and Council approval of the recommended software in late 2014 or early 2015 to insure this is available for audit review for the 2014 audit.

To: Honorable Mayor and Members of the Finance Committee
From: Joe Zegers, Finance Director
Date: March 3, 2015
Subject: Recommendation for Capital Asset Software Purchase

I have attached the order form for the Fixed Asset CS software from Thomson Reuters for the City's capital asset depreciation and recordkeeping system. This purchase will allow the City to maintain our capital asset information for land, equipment, vehicles and infrastructure in-house as was recommended by our auditing firm Schenck SC. I have attached their recommendation which has been included in their last few years' annual management letters for your review. Our price for the software is \$1,350 and includes a 10% discount for purchasing through Schenck SC. They have used this software to annually maintain and update our records for audit purposes. As was discussed in the audit RFP process in January 2015, Schenck SC will download their current information through 12/31/13 to our software saving us a lot of input time initially setting up the City's capital asset records information. I recommend that you authorize the City's purchase of the Fixed Asset CS software pending final approval of the license agreement from the City Attorney. The purchase would be funded appropriately by the capital projects fund. This would allow the Finance Department to comply with the audit recommendation and allow us to update the information throughout the year so we have updated information readily available in the Finance and Clerk's departments for our review and for proper documentation starting with the 2014 audit.

Feel free to contact me should you have any questions on this and I will also be present at the March 10th Finance Committee meeting as well.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Stephanie Schlag

SUBJECT: Resolution #15-28, Authorizing Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc. (Water Management Assistance Program).

Carrico Aquatic Resources is a water management company based out of Jefferson, WI. They have provided a proposal for providing chemical administration, start up and maintenance for our Department for Legion and VFW Pools.

To summarize the Water Management Assistance Program:

- Carrico Aquatics will provide the City a chemical controller and chlorine feeder for each pool with the water management program. Controllers assess and manage the chemical feed in the pool throughout each day.
- Carrico Aquatics will provide all chemicals needed to maintain pool chemical levels as required per state statutes.
- Carrico Aquatics will provide installation support and start-up and operator training for all needed aquatic and maintenance staff.
- Carrico Aquatics will provide monthly water analysis as well as routine visits (every 2-4 weeks) to check equipment, chemical inventory and water clarity.
- Carrico Aquatics will provide emergency service calls as needed at a rate of \$85.00/hour while on site. Service calls as a result of equipment failure not related to routine housekeeping are Carrico Aquatics' expense.
- The City's financial commitment for the water management programs is \$20,000 each year for the 2015 and 2016 summers, which includes equipment, chemicals, operator training and monthly visits from Carrico Aquatics. There is an additional \$250 delivery fee assessed once each summer for cost of delivery of chemicals throughout the summer. The Department's current annual budget is \$23,500 for chemical purchases.

Year	Budgeted	Actual
2014	\$23,500	\$20,416
2013	\$19,500	\$23,710
2012	\$19,500	\$21,245

Benefits to the City include:

- Continuity in operations with a 3rd party responsible for leased equipment and water quality, and ability to provide professional assessment of pool operations

- Reductions in building maintenance staff time on pool water maintenance
- Professional training of maintenance and pool staff on water management practices
- Updated equipment
- Guaranteed chemical prices for 2015 and 2016
- On-call service staff for water quality issues and chemical equipment issues

Additional information:

- Carrico Aquatics is a stand-alone provider for their service of providing equipment and chemicals at a fixed price. As such, they have sole source provider status with some municipalities, including Green Bay and Madison. Because they are a stand-alone provider in the state we are not aware of another company where we can obtain additional quotes for similar services.
- I have done follow up phone calls with staff at the City of Green Bay, Town of Menasha, and Village of Little Chute. All local municipalities who have been using Carrico Aquatics for their Water Management Program for varying amounts of time, some as few as 2 years and some more than 10. All had positive feedback on the services provided and have seen positive benefits for their municipalities in initial cost savings for chemicals, saved staff time, professional expertise and guidance, emergency response assistance, or a combination of such.

The attached proposal is from Carrico Aquatics and summarizes their deliverables and expectations for the next two summers for Legion and VFW pools (2015 and 2016).

Recommendation: We recommend accepting the proposal from Carrico Aquatics for water management of Legion and VFW Pools for 2015 and 2016.

ATTACHMENTS:

- Reso15-28 (DOCX)
- City of DePere - 1516 WM agreement(1) (PDF)

RESOLUTION #15-28

AUTHORIZING OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT
WITH CARRICO AQUATIC RESOURCES, INC.
(Water Management Assistance Program)

WHEREAS, the City of De Pere is in need of chemical administration, start up and maintenance services for its public swimming pools; and

WHEREAS, Carrico Aquatic Resources, Inc. has available and offers to provide personnel and equipment necessary to accomplish those services; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc., subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____



Providing Safe Clean Sparkling Blue Water

720 N. Parkway • Jefferson, WI 53549

Office: 920-541-3600

Fax: 920-541-3602

www.carricoaquatics.com

OPERATION AND MAINTENANCE ASSISTANCE AGREEMENT

This Operation and Maintenance Assistance Agreement (the "Agreement") dated as of November 24, 2014 is between the City of De Pere (the "Owner"), whose address is 925 South 6th Street, De Pere, Wisconsin 54115 and Carrico Aquatic Resources, Inc. ("Carrico"), whose address is 720 N. Parkway, Jefferson, Wisconsin 53549

RECITALS

Whereas, Owner is the Owner of an aquatic facilities as describe in Exhibit A of this Agreement (the "Facilities"); and

Whereas, Owner desired to engage Carrico to assist Owner to operate and maintain the Facilities and Carrico desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

Whereas, Owner is authorized by law to enter into this Agreement;

Now, therefore, in the consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ASSUMPTIONS

In our proposal we have assumed the following:

- Scope of services as outlined in the next section is the primary basis of Carrico's proposal.
- As contractor to Owner, Carrico will provide management assistance and consultation for Owner to achieve optimum performance and to maintain related equipment for system integrity within budgeted resources.
- Carrico will interpret all meters and gauge readings as designated by code and provide Owner with recommendations and evaluation.
- Carrico in consultation with Owner, has the authority to close the Facilities to swimmers should unsafe conditions exist and keep Facilities closed until corrective actions have been successful.
- Carrico believes in continuing education of its employees, which translates into Owner receiving the advantages of the latest proven technology programs to provide the safest pools, to reduce liability and increase life expectancy of equipment and structure.
- Carrico does not formulate policy nor assume any ownership of the system, unless other wise stated. The Owner is responsible for all capital outlay items unless otherwise stated.
- Terms of this Agreement will be self-perpetuating unless either party, for whatever reason, wishes to terminate and follows the termination procedures set forth herein.

- Should the owner wish to terminate the agreement after the initial term and in-between contract years Carrico will reinstall the owners equipment at a rate of \$85.00 per hour. Owner will be responsible for storage and maintenance of their equipment.
- Should the pools become inoperable or the owner wishes to end the operation of the swimming pools this agreement will be edited or terminated at no penalty to the owner.

ARTICLE I: SCOPE OF SERVICES

Carrico agrees to provide the following equipment, chemicals, and services:

- 1.1 (2) BECS 3 Controllers
- 1.2 (2) Pulsar PIV feeders with booster pumps
- 1.3 All chemicals needed to maintain pool chemical levels as required, Including Pulsar Briquettes, Bulk Acid delivery, Bi-Carbonate, Calcium Flakes, Cyanuric Acid (Stabilizer), and Reagents.
- 1.4 Installation support and start-up.
- 1.5 Operator Training.
- 1.6 Delivery of chemicals F.O.B from closest point
- 1.7 14 Point water analysis every 4-6 weeks
- 1.8 Routine visits to check equipment and chemical inventory.

ARTICLE II: OWNERS' RESPONSIBILITIES

- 2.1 Operate facilities according to State of Wisconsin's Department of Health Swimming Pool Code, in a safe and healthy manner, consistent with education and training provided by Carrico.
- 2.2 Designate in writing, the employees to be trained by Carrico. Designated individuals will be available for training on the agreed upon date and time. Additional training for individuals not in attendance or for new employees will be billed outside of this agreement, at the rate of \$85.00 per hour.
- 2.3 Routine maintenance; cleaning and filling chemical feed equipment, when needed; vacuuming pool(s); backwashing filter(s).
- 2.4 Notifying Carrico minimum of 14 days in advance of the need for additional chemical inventory. Carrico provides delivery of chemicals F.O.B. from closest location.
- 2.5 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or for other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
- 2.6 Owner assumes and shall bare the entire risk of loss, theft, damage, destruction, storage, handling and feeding of the equipment and chemicals provided from any cause whatsoever, except losses resulting from the defective design or manufacture of the equipment or chemicals and except losses from the time place and manner of the performance of maintenance that is Carrico's responsibility under this agreement. Owner shall at Owner's expense keep the equipment and chemicals insured against theft, damage, spills and/or destruction. Said insurance shall provide a provision naming Carrico as an additional insured for Carrico's interest in such equipment and chemicals.
- 2.7 Provide all necessary electrical connections to complete the installation of the Pulsar feeders and BECSys controllers.

ARTICLE III: CARRICO AQUATIC RESOURCES, INC. RESPONSIBILITIES

- 3.1 Provide equipment, chemicals and services as described in Article I.

- 3.2 Provide sanitizer and balancing chemicals needed to maintain the pool water chemistry within State of Wisconsin's Department of Public Health Guidelines.
- 3.3 Routine visits to the Facilities to check equipment and water chemistry.

ARTICLE IV: COMPENSATION

- 4.1 Owner's guaranteed yearly investment for equipment, chemicals, operator training, and monthly visits is Twenty Thousand and no/100 (\$20,000.00) dollars.
- 4.2 Owner shall pay Carrico Five Thousand and no/100 (\$5,000.00) dollars due on the first day of May, June, July and August for the 2015 and 2016 pool seasons.
- 4.3 Owner may choose one of the following delivery options: One time fee of \$250.00 per season, Per delivery charge from our closest warehouse locations, Customer pick up at our Jefferson, WI facility.

ARTICLE V: TERM

- 5.1 Terms of this Agreement are a guaranteed yearly investment.
- 5.2 This initial agreement time period is for the 2015 and 2016 swimming seasons.
- 5.3 This agreement is a two year agreement and will be self-perpetuating unless either party, for whatever reason, wishes to terminate.

ARTICLE VI: TERMINATION

- 6.1 Either party wishing to terminate agreement, must do so in writing no later than thirty days from the anniversary of the original signing of the agreement, of any given year.
- 6.2 If Owner terminates agreement within the first year or between anniversary dates in subsequent years, a Five Hundred Dollar (\$500.00) fee, per pool and or spa as designed in Exhibit A, will be assessed for removal of equipment and/or chemicals.
- 6.3 Owner agrees to allow Carrico access to Facilities within thirty days of termination of agreement to remove Carrico's equipment and/or chemicals.
- 6.4 Owner may terminate this agreement without penalty if Carrico fails to:
 - Supply chemicals as outlined in this agreement in a timely manner;
 - Perform routine visits to named Facilities
 - Provide routine water analysis report.
- 6.5 If the Owner terminates this Agreement pursuant to Section 6.4, the Owner agrees to give one written notice to Carrico of Owner's reason for potential termination and agrees to allow Carrico three weeks to correct any deficiencies before giving a final written notice of termination without penalty for removal of equipment and/or chemicals.

ARTICLE VII: MISCELLANEOUS.

- 7.1 Any equipment which is provided by Carrico during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Carrico upon termination of this Agreement. Carrico shall not make any capital replacement of the Facilities equipment or any component hereof without the written approval of the Owner unless there is an emergency. If there is an emergency, Carrico shall provide the Owner with verbal notice of the capital replacement as soon as possible.
- 7.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing and signed by both parties.

- 7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by registered mail to Carrico, attention: President, and to Owner, attention: _____, at the address set forth for each in the opening paragraph of this Agreement.
- 7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.
- 7.5 Neither party shall assign, in whole or in part, any of the rights, obligations, or benefits of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 7.6 Service Calls that are the result of the Owner or the Owner's Operator created by neglect for routine housekeeping responsibilities are billable at a rate of \$85.00 per hour while on site. Routine housekeeping is defined as, but not limited to the following: maintaining correct water level, backwashing filter(s), keeping chemical feed equipment supplied with chemicals, performing daily preventive maintenance on chemical feed equipment, vacuuming pool, cleaning hair/lint basket(s), and skimmer baskets, removing oily buildup at waterline, daily testing of chemical levels and logging said results, as required by code, recording all gauge readings and cleaning sensors and restandardization of controller, adding of chemicals per Carrico directions.
- 7.7 Service Calls resulting from equipment failure, not related to routine housekeeping as defined in 7.6, are the expenses of Carrico.
- 7.8 Chemicals needed to rebalance pool after emergency draining and refilling due to Acts of God, vandalism, glass breakage, or other reasons beyond control of Carrico are not covered in this agreement. These chemicals will be billed outside of this agreement.
- 7.9 All chemicals used will be only those approved by and purchased from Carrico.

ARTICLE VIII: PURCHASE

- 8.1 The City of De Pere has the option to purchase the system at the current retail price; at any time the agreement is valid.
- 8.2 Upon purchase, it is the sole responsibility of Owner to monitor, maintain, and control the quality and chemical content of the contained water. Owner agrees to hold Carrico Aquatic Resources, Inc. its officers and employees harmless from any loss expense (including attorney fees and expert fees) or damage resulting from any claim or legal action against Carrico Aquatic Resources, Inc. involving the use and maintenance of the equipment by Owner, including equipment subsequently purchased or chemicals used by Owner at the above-described site.
- 8.3 Upon purchase of said chemical system, Carrico Aquatic Resources, Inc. disclaims any and all warranties including merchantability and fitness of purpose. Owner shall rely upon the warranty of the manufacturer.

ARTICLE IX: AUTHORIZATION

- 9.1 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date of _____, 2015.

CARRICO AQUATIC RESOURCES, INC.

City of De Pere

By: _____
Matt Carrico

By: _____
 Owner

EXHIBIT A
(2) Outdoor swimming pools.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #15-29, Authorizing Agreement to Administer a Retail Food Program for the Wisconsin Department of Agriculture, Trade and Consumer Protection.

The attached contract has been drafted by the Department of Agriculture, Trade and Consumer Protection to enter into an agreement to once again become an agent of the State to perform retail food establishment inspections. This contract is a template contract utilized by all agents in Wisconsin. The ordinance and fees have already been reviewed and approved accordingly in previous meetings. This contract has also been placed on the Board of Health agenda for review and approval at their quarterly meeting being held Monday March 16th, 2015. The result of the Board of Health action can be communicated to you the night of the Council meeting.

ATTACHMENTS:

- Reso15-29 (DOCX)
- DATCP CONTRACT (PDF)

RESOLUTION #15-29

AUTHORIZING AGREEMENT TO ADMINISTER A RETAIL FOOD PROGRAM
FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

WHEREAS, the City of De Pere Health Department would like to be designated as a local agent for the Wisconsin Department of Agriculture, Trade and Consumer protection for purposes of administering a retail food establishment licensing program; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Agreement to Administer a Retail Food Program for the Wisconsin Department of Agriculture, Trade and Consumer Protection as is attached hereto.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are further 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 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

TERMS OF AGREEMENT TO ADMINISTER A RETAIL FOOD PROGRAM
FOR THE WISCONSIN DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

The parties to this Agreement are the Wisconsin Department of Agriculture, Trade and Consumer Protection ("department"), and the **City of De Pere Health Department** ("local agent"). This Agreement is made under s. 97.41, Stats., which authorizes the department to enter into a written agreement designating a local health department defined under Wis. Stat. s. 250.01(4) to act as the department's local agent to administer a retail food establishment licensing program ("retail food program"). This Agreement is subject to the requirements of s. 97.41, Stats. and ch. ATCP 75, Wis. Adm. Code.

- I. The department agrees to provide the following services:
 - A. Coordinate the designation of local agents with the Department of Health Services to ensure similarity with the inspection program administered under s. 254.69, Stats.
 - B. Develop standards and approve all forms for administration of the local agent's retail food program.
 - C. Evaluate the local agent's retail food program on an annual basis, under s. ATCP 75.12(1), Wis. Adm. Code.
 - D. Provide education and training to the local agent.
 - E. Inspect retail food establishments licensed by the local agent only under the conditions set forth in s. 97.41(8), Stats.
- II. The local agent agrees to provide the following services to **the City of De Pere**:
 - A. Administer a retail food program under Subchapter III of Ch. ATCP 75, Wis. Adm. Code, within the local agent's jurisdiction, which includes:
 1. Licensing and inspection of all retail food establishments as defined in ss. ATCP 75.01(7) and 75.02(1), Wis. Adm. Code, except:

- a) Retail food establishments that are mobile and requiring licensure under s. 97.30(2)(a), Stats., unless all retail sales are conducted within the local agent's jurisdiction; or
 - b) Food processing plants licensed under s. 97.29, Stats.
- 2. Inspection of unlicensed retail food sales operations, as defined in s. ATCP 75.06(1)(a)1. and 2., Wis. Adm. Code.
- 3. Investigation of food-related consumer complaints involving retail food establishments and retail food sales operations.
- 4. Enforcement of ch. 97, Stats., ch. ATCP 75, Wis. Adm. Code, and other relevant administrative regulations, including food sampling from retail food establishments as requested by the department for laboratory analysis.
 - a) The local agent may conduct the analysis if its laboratory is capable of performing the required test procedures.
 - (1) The local agent shall assume all costs involved in collecting the samples and running the analysis.
 - (2) The local agent shall inform the department of the analysis results.
 - b) Those local agents who do not have the laboratory capability of performing the analysis or who choose not to perform the analysis shall submit the samples to the Department Bureau of Laboratory Services.
 - (1) The local agent shall fund the cost of acquiring the food samples and the shipping of the samples to the state laboratory.
 - (2) The department shall fund the cost of the laboratory analysis of the food samples.

- B. Establish and collect reasonable license fees. Under s. ATCP 75.06(4)(c), Wis. Adm. Code., retail food establishment license fees charged by a local agent may exceed the amounts specified in s. ATCP 75.03(3), Wis. Adm. Code, but the amount of license fees collected less the amount paid to the department under s. ATCP 75.11(2), Wis. Adm. Code may not exceed an amount reasonably required to reasonably cover the local agent's program costs under s. ATCP 75.10(2), Wis. Adm. Code.
 - C. Reimburse the department for license fees, as required by s. ATCP 75.11, Wis. Adm. Code.
 - D. Maintain adequate staffing and equip staff with appropriate equipment, as required by s. ATCP 75.07(1), Wis. Adm. Code.
 - E. Review plans for the construction or remodeling of food establishments, to the extent provided under s. ATCP 75.03(8), Wis. Adm. Code.
 - F. Maintain records documenting the cost of administering the program, as required by s. ATCP 75.10(2), Wis. Adm. Code.
 - G. Report to the department on a monthly basis, as required by s. ATCP 75.10(3)(b), Wis. Adm. Code.
 - H. Maintain all records relating to the administration of the program, as required by s. ATCP 75.10, Wis. Adm. Code.
- III. The local agent agrees to comply with all applicable statutes and regulations relating to the licensing of retail food establishments, including but not limited to s. 97.30(2), Stats., and s. ATCP 75.03(1), Wis. Adm. Code, which require that retail food establishment licenses may be issued for periods of no longer than one year and expire on June 30 annually.

- IV. This Agreement incorporates any changes to the statutes or administrative rules cited in this Agreement plus any additional statutes or rules related to retail food establishment licensing that may be enacted or adopted during the term of this Agreement. The local agent agrees that all of its obligations under this Agreement include conformance to any changes to the statutes or administrative rules cited in this Agreement plus any additional statutes or rules related to retail food establishment licensing that may be enacted or adopted during the term of this Agreement.
- V. The department assumes no liability for the job safety or welfare of local agent employees, or for the actions or omissions of local agent employees relating to the administration of the retail food establishment licensing program, except as otherwise provided by law.
- VI. In connection with the performance of work under this Contract, the local agent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Stats., sexual orientation as defined in s. 111.32(13m), Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the local agent shall take affirmative action to ensure equal employment opportunities. The local agent shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DATCP setting forth the provisions of the nondiscrimination clause.

VII. PRIVACY AND CONFIDENTIAL INFORMATION

A Definitions

- 1 “*Confidential Information*” means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:
 - a) Personally Identifiable Information;
 - b) Information not subject to disclosure under subch. II, Chapter 19, Wis. Stats., Public Records and Property, related to the department’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
 - c) Information expressly designated as confidential in writing by the department.
- 2 “Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
 - a) The individual’s Social Security number;
 - b) The individual’s driver’s license number or state identification number;
 - c) The number of the individual’s financial account, including a credit or debit card account numbers, or any security code, access code, or password that would permit access to the individual’s financial account;
 - d) The individual’s DNA profile; or

- e) The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.
- 3 "Corrective Plan of Action" means a plan developed by the local agent and approved by the department that the local agent must follow in the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for by the local agent.

B Duty of Non-Disclosure and Security Precautions

- 1 The local agent shall not use Confidential Information for any purpose other than the limited purposes set forth in the Agreement, and all related and necessary actions taken in fulfillment of the obligations thereunder. The local agent shall not disclose such Confidential Information to any persons other than those local agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. The local agent shall be responsible for the breach of this Agreement by any said Representatives.
- 2 The local agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
- 3 The local agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the local agent on any reproduction, modification, or translation of such confidential

Information. If requested by the department, the local agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the department, as directed.

- 4 The local agent shall return to the department all Personally Identifiable Information it maintains, possesses or controls, collected on behalf of this Agreement, upon termination of this Agreement and destroy all copies.

C Legal Disclosure. If the local agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the local agent shall give the department's Office of Legal Counsel prompt notice thereof (unless it has a legal obligation to the contrary) to allow the department to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the local agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature. The local agent or its representatives shall not be obligated to wait on any action or inaction by the Department, under this section, at any time when the agent is required to release information under other authority of law.

D Unauthorized Use, Disclosure or Loss

- 1 Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by the Agreement, or of any Confidential Information being lost or unaccounted for, the local agent shall notify the department's Office of Legal Counsel of the problem. Such notice shall

include, to the best of the Local agent's knowledge at that time, the persons affected, their identities, and the Confidential Information disclosed.

- 2 The local agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The local agent shall cooperate with the department's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Confidential Information, including complying with a Corrective Action Plan.

VIII. This Agreement shall remain in force from the last date of signature of either party or until terminated by either the department or the local agent. Either party may terminate this Agreement in accordance with the procedures set forth in s. 97.41(2), Stats., and s. ATP 75.06(7) and (8), Wis. Adm. Code, as applicable.

**DEPARTMENT OF AGRICULTURE, TRADE
AND CONSUMER PROTECTION**

Signature _____
Dr. Steve Ingham
Division of Food Safety - Administrator

Date _____

**CITY OF DEPERE
Mayor**

Approved:

Signature _____

Date _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Resolution #15-30, Authorizing Agent Agreement with Wisconsin Department of Health Services.

The attached contract has been drafted by the Department of Health Services to enter into an agreement to once again become an agent of the State to perform establishment inspections. This contract is a template contract utilized by all agents in Wisconsin. The ordinance and fees have already been reviewed and approved accordingly in previous meetings. This contract has also been placed on the Board of Health agenda for review and approval at their quarterly meeting being held Monday March 16th, 2015. The result of the Board of Health action can be communicated to you the night of the Council meeting.

ATTACHMENTS:

- Reso15-30 (DOCX)
- DHS CONTRACT (PDF)

RESOLUTION #15-30

AUTHORIZING AGENT AGREEMENT WITH THE
WISCONSIN DEPARTMENT OF HEALTH SERVICES

WHEREAS, the City of De Pere Health Department would like to obtain agent status with the Wisconsin Department of Health Services for purposes of undertaking certain regulatory and inspection obligations for the state regarding restaurants, campgrounds, public swimming pools, hotels, tourist rooming, bed & breakfast inns and vending machines; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Agent Agreement as is attached hereto, together with such subsequent renewals as may be required, provided such renewals are substantively similar.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are further 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 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
P O BOX 2659
MADISON WI 53701-2659

608-266-1251
FAX: 608-267-2832
TTY: 888-701-1253
dhs.wisconsin.gov

Scott Walker
Governor

Kitty Rhoades
Secretary



State of Wisconsin

Department of Health Services

AGENT AGREEMENT

This Agreement is made between the **Wisconsin Department of Health Services**, hereinafter "DHS" or "the Department," and **City of De Pere Health Department**, hereinafter "Agent," pursuant to Wis. Stat. s. 254.69 and Wis. Admin. Code s. DHS 192.04 (3), to designate and authorize **City of De Pere Health Department** to act as DHS's agent for the purpose of enforcing Wis. Stat. s. 254.47, Wis. Stat. ch. 254 subch. VII, and related administrative rules.

Agent's jurisdiction under this Agreement includes the following geographic area(s): **City of De Pere**

This Agreement shall commence on **April 1, 2015** and shall remain in effect until **April 1, 2020** or the next scheduled program evaluation after the commencement date, whichever occurs first, unless, prior to such date, it is terminated, revoked or suspended under Section XIV; provided, however, that, unless specifically terminated by either party at or following the expiration date, the Agreement shall remain in effect until a new Agreement is executed. Either party may terminate this Agreement on or after the expiration date with 30 days written notice to the other party.

City of De Pere Health Department hereby agrees to protect public health and safety as the agent of DHS, under Wis. Stat. §§ 254.47 and 254.69, Wis. Admin. Code Chap. DHS 192, and the terms and conditions of this Agreement. Agent agrees to issue permits to, inspect, and regulate restaurants, campgrounds, recreational educational camps, public swimming pools, hotels, motels, tourist rooming houses and bed and breakfast establishments. Agent agrees to inspect vending machine commissaries and vending machine storage areas, for which Agent will receive reimbursement from DHS. If Agent inspects individual vending machines, Agent will receive reimbursement from DHS. Agent shall apply and enforce all relevant statutes, administrative rules and associated DHS policies including, but not necessarily limited to, Wis. Stat. § 254.47 and §§ 254.61 – 254.88, and Wis. Admin. Code ch. DHS 172, 175, 178, 195 - 198.

DHS agrees to fulfill its responsibilities to Agent under Wis. Stat. §§ 254.47 and 254.69, Wis. Admin. Code Chap. DHS 192 and this Agreement.

I. DEFINITIONS

- A. **Agent** means the local public health department (LPHD) operating under the terms of this Agreement, unless the context indicates it means any local public health department acting as the Department's agent under Wis. Stat. s. 254.69.
- B. **Agent Standard** means a member of Agent's inspection staff who has been trained by DHS in the standardization process and has received a certificate of completion from DHS.

- C. **Complaint** means an allegation of a unique incident or concern brought to the attention of Agent or DHS regarding a violation of a statutory, administrative rule, or local public health ordinance or regulation requirement for a facility under the jurisdiction of Agent.
- D. **Conflict of interest** means a conflict between the private interests and the official responsibilities of a person in a position of trust. As provided in Wis. Stat. s. 19.59 (1), a conflict of interest occurs when the exercise of a person's official responsibilities gives the person the opportunity to obtain financial gain or anything of substantial value for the private benefit of himself or herself, his or her immediate family, or an organization with which he or she is associated.
- E. **DHS or Department** means the Wisconsin Department of Health Services Food Safety & Recreational Licensing Section, unless the context clearly indicates it means the Department of Health Services as a whole or another part of the Department.
- F. **Enforcement Action** means a legal method used to make an operator come into compliance with statutory, administrative code, or local public health ordinance or regulation requirements. Enforcement actions include, but are not limited to, orders, citations, forfeitures, temporary orders summarily suspending operations, revocations of establishment permits, and requests for voluntary closure.
- G. **Enforcement Plan** means a plan developed by Agent to take necessary and reasonable action regarding s. 254.47, Stats., and subch. VII of ch. 254, Stats., related administrative rules and any applicable local ordinances or regulations in its enforcement activities for the types of facilities for which Agent has been delegated agent status.
- H. **Establishment** means "Facility."
- I. **Facility** means a hotel, motel, tourist rooming house, restaurant, bed and breakfast establishment, food vending machine, vending machine storage area or vending machine commissary under subch. VII of ch. 254, Stats., or a camping resort or other campground, recreational camp, educational camp, or public swimming pool under s. 254.47, Stats. "Facility" is used interchangeably with "establishment."
- J. **Fiscal Year** means the period from July 1 through June 30.
- K. **Follow up Inspection** means a type of inspection that is used at the discretion of the inspector to check back with the establishment operator to assure that violations of a non-critical nature have been corrected following a routine inspection. Unlike a reinspection, a follow up inspection is not required.
- L. **Foodborne Outbreak** means the occurrence of two or more cases of a similar illness resulting from the ingestion of a common food.
- M. **Inspection Fee** means a fee that is charged by Agent or DHS for inspection services required under a Memorandum Of Understanding or a fee that is charged for inspection services on a mobile food establishment or temporary food establishment that has a valid permit from another jurisdiction.
- N. **Local Public Health Ordinance or Regulation** means an ordinance adopted by a village, city or county, or a regulation adopted by a local board of health, under Wis. Stat.

s. 254.69(2) (g), regarding the permittees and premises for which the local health department is DHS's agent.

- O. **Memorandum of Understanding (MOU)** means an agreement between DHS and another state agency to determine permitting authority or to perform permitting or inspection activities. For example, DHS and the Department of Public Instruction have an MOU under which DHS is responsible for inspecting school food service programs.
- P. **Operator** means the owner or person responsible to the owner for the operation of the establishment or facility.
- Q. **Permit** means an annual written authorization issued by the Department or Agent under Wis. Stat. s. 254.47 or s. 254.64, which is required for the operation of an establishment. A permit is sometimes referred to as a license. An establishment that has been issued a permit is referred to as a licensed establishment.
- R. **Person** means an individual, partnership, association, firm, company, corporation, organization, municipality, county, town, or state or local agency.
- S. **Pre-Inspection** means an inspection required under s. 254.65, Stats. for a new establishment or an existing establishment that has been taken over by a new operator. A pre-inspection must be completed before the new operator may open the establishment for business.
- T. **Program Evaluation** means an assessment by DHS of Agent's adherence to the provisions of this Agreement.
- U. **REHS / RS** means the National Environmental Health Association (NEHA) Registered Environmental Health Specialist / Registered Sanitarian Credential.
- V. **Reimbursement** means the portion of the permit fee collected by Agent that is remitted to DHS pursuant to Wis. Stat. § 254.69 (2) (e).
- W. **Reinspection** means the type of inspection that is required to assure that violations have been corrected when an immediate danger to public health exists that cannot be corrected during the routine inspection, continued repeat violations are noted, or an excessive number of violations are observed.
- X. **Routine inspection** means the annual evaluation of the operational practices of a licensed establishment.
- Y. **Standardization process** means the training program in public health inspection methods involving classroom instruction, field training and successful completion of an evaluation component, which is based on standards and curriculum approved by DHS and serves the purpose of assuring that public health inspection staff employed by DHS or its agents use a consistent inspection approach throughout Wisconsin. An individual who successfully completes the standardization process is "standardized." The standardization process currently applies to food safety inspections, but DHS intends to develop standardization processes for other public health inspection programs.

Z. **State Fees** means the Department's fees under Wis. Stat. s. 254.69(2) (e) for its costs related to setting standards under Wis. Stat. s. 254.47 and ss. 254.61 – 254.88 and monitoring and evaluating the activities of, and providing education and training to, agent local health departments, which fees Agent includes in the permit fees it establishes under Wis. Stat. s. 254.69(2) (d).

AA. **State Permit Fees** means the permit fees set by the department under Wis. Stat. ss. 254.47 (4) or 254.68

BB. **Waterborne Outbreak** means two or more people have experienced a similar illness after the ingestion of drinking water or after exposure to water used for recreational purposes, and epidemiologic evidence implicates water as the probable source of the illness.

II. ISSUANCE OF PERMITS

- A. Agent shall issue permits to establishments or facilities within its jurisdiction in accordance with Wis. Stat. ss. 254.47, 254.64 and 254.65 and shall assure that no establishment or facility subject to regulation under Wis. Stat. s. 254.47 or Wis. Stat. ss. 254.61 – 254.88 operates without a valid permit.
- B. An annual permit issued by Agent shall include, at a minimum, the following information: name and complete address of the establishment; name and complete address of the permit holder if different than that of the establishment; expiration date of the permit; permit number; "non-transferable" notation; type of establishment; numbers of permitted units, rooms, or sites.
- C. All permits issued by Agent shall expire on June 30, except that new permits initially issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year.
- D. If Agent became DHS's agent on or after April 1, 2009, Agent shall use DHS's electronic software program for issuing permits. If Agent has been DHS's agent since before April 1, 2009, Agent may use DHS's electronic software program or DHS-approved paper forms for issuing permits. DHS will provide, maintain and support this software.
- E. If DHS notifies Agent that an individual, who has applied for or been issued a permit within Agent's jurisdiction, has been certified by the Department of Children and Families as delinquent in the payment of court-ordered payments of child or family support, maintenance, birth expenses, medical expenses or other expenses related to the support of a child or former spouse, or as having failed to comply, after appropriate notice, with a subpoena or warrant issued by the Department of Children and Families or a county child support agency related to paternity or child support proceedings, Agent shall cooperate with DHS in denying the issuance or renewal of a permit to the individual or suspending the individual's permit, under Wis. Stat. s. 250.041.

III. INSPECTIONS

- A. Agent shall conduct at least one routine inspection each fiscal year, or inspections at a frequency proposed by Agent and approved by DHS, of each permitted facility within its jurisdiction, except for vending machines, to determine whether the facility is in compliance with the applicable standards and requirements of Wis. Stat. § 254.47 and §§ 254.61 – 254.88,

Wis. Admin. Code ch. DHS 172, 175, 178, and 195 – 198, and any local public health ordinances and regulations adopted under Wis. Stat. s. 254.69 (2) (g).

- B. Agent may elect to inspect vending machines.
- C. Agent shall give priority over routine inspections to pre-inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.
- D. A routine inspection may be announced, unannounced or performed in conjunction with follow up of a complaint or investigation of a food- or water- borne illness.
- E. If a routine inspection is performed in conjunction with another investigation, a separate inspection form shall be completed for each type of investigation, and each shall be signed by the inspector and the operator.
- F. Agent shall perform inspection duties required by, and in compliance with, DHS's MOU's. DHS will keep the Wisconsin Association of Local Health Departments and Boards (WALHDAB) informed regarding, and elicit WALHDAB's input when developing, new MOU's and making changes to existing MOU's that may impact inspections. DHS will provide Agent a copy of any MOU that affects Agent's inspection duties.
- G. Agent may, with written approval from the Department, enter into written agreements with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this Agreement; provided that Agent assumes ultimate responsibility for the performance and quality of the inspections and for the enforcement of public health standards under this Agreement.
- H. Other than inspections involving food or waterborne outbreaks, which require immediate response, as prescribed under paragraph I, Agent shall conduct inspections regarding complaints against regulated establishments in a timely and adequate manner, and in no case shall Agent allow a lapse of more than 30 days from the date a complaint is received until it conducts the investigation.
- I. When Agent receives information that indicates a food or waterborne outbreak has occurred, Agent shall conduct an investigation within one business day. In conducting the investigation, Agent shall follow the criteria in the Wisconsin's Foodborne and Waterborne Disease Outbreak Investigation Manual. Agent shall conduct an investigation of the facility in which the outbreak occurred as soon as epidemiological evidence is provided. In addition:
 - 1. Agent shall notify DHS's Communicable Disease Epidemiology Section and Food Safety & Recreational Licensing Section.
 - 2. Upon Agent's request, DHS will assist in the investigation.
 - 3. In the event the outbreak becomes cross-jurisdictional, DHS will coordinate the activities of Agent and other governmental agencies in order to most quickly and effectively end the outbreak.
- J. Agent shall include the following in an inspection report for each violation observed during an inspection:

1. Observation – A clear description, including location, of the violation of the statute, administrative rule, or local ordinance or regulation.
 2. Code Reference – Citation to, and a brief description of, the statute, administrative rule, or local ordinance or regulation that has been violated.
 3. Corrective Action – A statement indicating what action the operator must take to achieve compliance with the administrative rule, statute or local ordinance or regulation.
- K. If Agent became DHS's agent on or after April 1, 2009, Agent shall use DHS's electronic software program for conducting inspections. If Agent has been DHS's agent since before April 1, 2009, Agent may use DHS's electronic software program or DHS-approved paper forms for conducting inspections. DHS will provide, maintain and support this software.
- L. DHS may conduct inspections of establishments in Agent's jurisdiction in response to emergencies, for the purpose of monitoring and evaluating Agent's licensing, inspection and enforcement program, for the purpose of training or education, or at Agent's request. DHS shall make a reasonable effort to notify Agent before conducting an inspection. Agent may accompany DHS during such inspections.

IV. ENFORCEMENT

- A. Agent shall take necessary and reasonable action to enforce s. 254.47, Stats., subch. VII of ch. 254, Stats., related administrative rules (Wis. Admin. Code chapters DHS 172, DHS 175, DHS 178, DHS 195, DHS 196, DHS 197 and DHS 198) and any local ordinances or regulations adopted under s. 254.69 (2) (g), Stats., for the types of facilities for which Agent has been delegated authority under this Agreement. Agent shall cover the costs of these actions. DHS shall provide technical assistance in enforcement upon Agent's request.
- B. Agent will take appropriate enforcement action in response to an immediate danger to public health as required in s. 254.85 Stats. Additional reasons for enforcement action include, but are not limited to noncompliance of written orders, continued repeat violations noted on inspection reports, and operating without a valid establishment permit.
- C. Agent shall notify DHS in writing within 10 days after taking any enforcement action involving suspension or revocation of a permit or court action.
- D. DHS shall assist Agent in enforcement activities upon request.
- E. Agent shall implement, distribute to all inspection staff, and make available for DHS evaluation, an enforcement plan as required in s. DHS 192.04(1). DHS shall review the enforcement plan and any changes to it during DHS's periodic evaluations of Agent's performance.
- F. If Agent has been notified by DHS of any deficiency on the part of a facility within its jurisdiction in complying with the applicable statutory, administrative code or local ordinance or regulation requirements, and if Agent has had reasonable opportunity to take enforcement action but has failed to act expeditiously in taking appropriate enforcement action, DHS may act under Wis. Stat. ss. 250.04 (2) and 254.85 to enforce compliance.

V. STAFFING

- A. Agent shall employ at least one Wisconsin Registered Sanitarian (WI-RS) or Registered Environmental Health Specialist / Registered Sanitarian (REHS/RS) to conduct inspections or supervise other non-RS sanitarians who conduct inspections.
- B. If Agent loses its only WI-RS or REHS/RS, Agent shall hire a qualified replacement within 120 days. Upon Agent's written request, DHS in its sole discretion may allow Agent additional time to hire a qualified replacement.
- C. Each member of Agent's inspection staff shall undergo the standardization process. Agent shall have at least one Agent Standard who shall standardize the other members of Agent's inspection staff, using the standardization process. The Agent Standard shall perform three maintenance exercises, as described in the Wisconsin Standardization Manual, every three years to maintain his/her certification. As DHS develops standardization processes for programs other than food safety, Agent will comply with the standardization process in those programs.
- D. Agent inspection staff shall meet the hiring criteria set forth by local ordinance and personnel policies and the educational or experience requirements established for WI-RS or REHS/RS.
- E. Agent staff will participate on DHS rule making and policy advisory committees and attend ongoing training seminars.
- F. Agent shall make written arrangements for backup of inspection and enforcement staff to assure adequate coverage during the absence of regular staff. These arrangements shall be made available for DHS review during periodic evaluations and shall be reviewed and approved by DHS prior to implementation.
- G. Agent shall not permit an employee to conduct an inspection in a situation in which the employee may have a conflict of interest.
- H. Upon Agent's request, DHS will provide technical assistance and training to staff.

VI. EDUCATIONAL OUTREACH

Agent will cooperate with the Food Safety & Recreational Licensing Section in conducting training programs for operators and employees of establishments that are located in its jurisdiction and are regulated under s. 254.47, Stats., subch. VII of ch. 254, Stats., and related administrative rules (Wis. Admin. Code chapters DHS 172, DHS 175, DHS 178, DHS 195, DHS 196, DHS 197 and DHS 198), or local ordinances or regulations adopted under s. 254.69 (2) (g), Stats.

VII. REPORTS AND RECORDS

- A. Agent shall maintain a file of the current records for each licensed facility within its jurisdiction. Records will include the name, address, ID number and type of establishment or facility. A file shall minimally contain the latest three (3) years of inspection reports, follow-up investigation reports, reports of enforcement actions, confirmed complaint follow-ups and summaries, foodborne disease outbreak information, variances and waivers.

- B. Agent shall use inspection report forms approved by DHS for all pre-inspections, routine and follow-up inspections.
- C. Agent shall submit reports as requested by DHS. DHS may review or request a copy of any inspection report, correspondence or order on any facility within Agent's jurisdiction and any other report DHS determines it needs to monitor Agent's performance, including, but not limited to, CDC risk factor reports and self assessments.
- D. By the 10th of the month immediately following the month in which Agent issues a permit or receives notification from a facility of a change affecting its permit, Agent shall give DHS a copy of the completed Agent Change Sheet (form F-47219) to enable DHS to maintain current records of facilities that are issued permits in the Agent's jurisdiction. This requirement applies to temporary restaurants as defined in Wis. Admin. Code s. DHS 196.03 (7). This reporting requirement does not apply if Agent is using DHS's electronic licensing and inspection system.
- E. By September 1 of each year, Agent shall give DHS a complete list of the names and addresses of the operators of facilities that were issued permits by Agent during the previous fiscal year. This reporting requirement does not apply if Agent is using DHS's electronic licensing and inspection system.
- F. Agent shall maintain records documenting the cost of issuing permits to, making investigations and inspections of, and providing education, training and technical assistance to facilities, and the cost of enforcing applicable state statutes and rules and local ordinances and regulations. Upon request, Agent shall provide copies of these records to DHS.
- G. Within 10 days after the date on which it takes place, Agent shall report to DHS in writing any change in the assignment of a supervisor of the inspection staff who are not currently Wisconsin registered sanitarians and any change in the organization of the inspection staff including authority line changes. If Agent employs only one or 2 sanitarians, Agent shall also report any change in assignment of inspection staff that are providing services under this Agreement.
- H. Agent shall submit the CDC Risk Factor Tracking Sheet biannually to DHS for the purpose of enabling DHS to determine the types of violations found in facilities throughout the State of Wisconsin. DHS shall provide the approved tracking sheet. This report is not required if Agent is using DHS's electronic licensing and inspection system.
- I. As required by Wis. Admin. Code s. DHS 192.04(1), Agent shall maintain and keep readily available for use by inspection staff and review by DHS, a copy of its agent plan for administration and enforcement of s. 254.47, Stats, subch. VII of ch. 254, Stats., and related administrative rules. The plan shall include at a minimum all the components identified in s. DHS 192.04 (1) and any other information DHS determines is necessary or relevant for its review of the plan and requests in writing. The minimum components include:
 - 1. Identification of person(s) that will issue permits and conduct investigations and inspections.
 - 2. A description of the staffing and budget for issuing permits, making investigations and inspections, providing technical assistance, and enforcing applicable state rules and local ordinances.

3. A list of the fees to be charged by Agent for facilities issued permits under this Agreement.
4. A description of Agent's permit issuance and recordkeeping system maintained under this Agreement.
5. A declaration that Agent will contract with the Department, as permitted by s. 254.69 (2) (dm), Stats., if Agent wants the department to collect fees and issue permits.
6. A description of the inspection and enforcement program implemented by Agent, with a copy of any applicable city or county ordinance or regulation.
7. A plan of action to ensure that there will be cooperation with appropriate federal, state and local agencies in the event of a natural disaster or other emergency.
8. Procedures for the investigation and follow-up of citizen complaints about facilities that were issued permits under this Agreement.
9. Procedures for the investigation and follow-up of reports of suspected foodborne illness.
10. The time period within which Agent will make a determination on an application for a permit, which may not exceed 30 days following receipt of a complete application.
11. An assurance of continued support by the city or county for carrying out this Agreement.
12. Any other information which the Department considers necessary or relevant for its review of Agent's plan.

VIII. REIMBURSEMENT BY THE DEPARTMENT FOR VENDING INSPECTIONS

- A. Agent shall submit a list of vending commissaries, vending machine storage areas and vending machine inspections it conducted during the previous fiscal year to DHS no later than August 30 to receive reimbursement from DHS for performing the inspections. Agent will not receive reimbursement for inspections based on inspection information DHS receives after August 30, unless DHS approves an extension for submitting the information.
- B. No later than September 30, DHS shall reimburse Agent for inspections of vending commissaries, vending machine storage areas and vending machines during the previous fiscal year, as required under s. 254.69(1), Stats.; provided, however, that, if DHS gives Agent an extension for submitting inspection information, DHS may delay reimbursing Agent until it has had sufficient time to review this information. The reimbursement amount is the portion that remains after deducting DHS's clerical and automated licensing processing costs from the permit fee.
- C. Fee reimbursements for the inspection of vending machines that have been moved from one agent's jurisdiction to that of another will be credited to the agent making the first inspection during the fiscal year.

IX. REIMBURSEMENT TO THE DEPARTMENT FOR STATE FEES COLLECTED BY AGENT

- A. Agent shall reimburse DHS the state fees from the permit fees Agent collects as provided under sub. B.
- B. As provided in Wis. Stat. s. 254.69(2)(e), the state fees shall not exceed 20% of the permit fees the Department sets by administrative rules ("state permit fees"), pursuant to Wis. Stat. ss. 254.47 and 254.68, for the types of facilities for which Agent issues permits. The calculation of the state fees is based on permit fees only, not preinspection and reinspection fees

- C. As of the date of this Agreement, the state fees are 10% of the state permit fees. The department may increase the state fees up to 20% of the state permit fees by announcing a change in the percentage prior to the permitting year for which the change applies.
- D. DHS shall provide Agent a reimbursement summary form to identify all the facilities for which Agent has issued permits during the permitting year and the complexity assessment rating Agent used for each restaurant for which it issued a permit during the permitting year.
- E. State fees for a full service restaurant shall be based on the state permit fee determined by the restaurant permit category (simple, moderate or complex) in Wis. Admin. Code Table DHS 196.05 C. In determining the restaurant permit category, Agent may use the restaurant permit category assignment formula in Wis. Admin. Code s. DHS 196.05 (2) or a complexity tool for which DHS has given written approval.
- F. No later than September 30 of each year, Agent shall return the completed summary form and reimburse DHS the state fees

X. COSTS

- A. The total fees Agent collects may not exceed Agent's reasonable costs of issuing permits to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees under Wis. Stat. s. 254.69 (e).
- B. Any startup funding provided for Agent by DHS shall be used only for costs such as personnel, equipment, software, or other expenses that are directly related to the development and implementation of the new program and shall not be used to cover routine operation costs.

XI. EVALUATION

- A. DHS shall perform an annual evaluation of Agent's licensing, investigation and inspection program to determine whether Agent meets the standards promulgated by administrative rule, as required under Wis. Stat. s. 254.69 (2) (b). The evaluation will consist of the following:
 1. Agent shall submit to DHS an annual self-assessment report no later than September 30, which DHS shall use as part of its onsite evaluation of Agent's performance.
 2. DHS shall conduct an onsite evaluation process every three to five years to assess Agent's compliance with the provisions of this Agreement. DHS may conduct the onsite evaluation process at any reasonable time and shall give Agent reasonable advance notice. The evaluation may require up to a week to complete, depending on the size of Agent's program. The onsite evaluation process shall include an office component and a field component. The office component shall include, but is not limited to, review of ordinances, regulations, inspection reports, and other required documentation. The field component shall include DHS performing maintenance standardization with the Agent Standard, as well as evaluating additional sanitarian(s) if applicable.

- B. In addition to the annual evaluation, DHS may perform additional evaluations of Agent's performance at any reasonable time with reasonable advance notice.
- C. If Agent's food establishment program is evaluated by the Department of Agriculture, Trade, and Consumer Protection, DHS shall accept this evaluation in lieu of conducting a separate evaluation.

XII. NONDISCRIMINATION

- A. In connection with the performance of work under this Agreement, Agent agrees that it will not discriminate against any employee or applicant for employment on any basis prohibited under Wis. Stat. s. 111.321, with respect to any conditions employment, including, but not be limited to: hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, selection for training, or apprenticeship. Agent agrees to take affirmative action to ensure equal employment opportunities. Agent agrees to post in a conspicuous place, available to employees and applicants for employment, notices provided by the Division of Public Health setting forth the provisions of this nondiscrimination clause.
- B. In connection with the performance of work under this Agreement, Agent agrees that it will not discriminate against owners or operators of establishments regulated by this Agreement because of age, race, religion, color, disability, sex, sexual orientation, or national origin.

XIII. PRIVACY AND CONFIDENTIAL INFORMATION

- A. Definitions: The following definitions apply to this section.
 - 1. "*Confidential Information*" means all tangible and intangible information and materials that are disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by DHS or by a third party), that satisfy at least one of the following criteria:
 - a) Personally Identifiable Information;
 - b) Information not subject to disclosure under Wis. Stat. ch. 19, subch. II, Public Records and Property, that is related to DHS's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or
 - c) Information expressly designated as confidential in writing by DHS.
 - 2. "Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with, and linked to, any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
 - a) The individual's Social Security number;
 - b) The individual's driver's license number or state identification number;

- c) The number of the individual's financial account, including a credit or debit card account number or any security code, access code, or password that would permit access to the individual's financial account;
 - d) The individual's DNA profile; or
 - e) The individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.
- 3 "Corrective Action Plan" means a plan developed by Agent and approved by DHS that Agent must follow in the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for by Agent.

B Duty of Non-Disclosure and Security Precautions

1. Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this Agreement and all related and necessary actions taken in fulfillment of the obligations under the Agreement. Agent shall not disclose such Confidential Information to any persons other than those Agent representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Agent shall be responsible for the breach of this Agreement by any representatives.
 2. Agent shall institute and maintain such security procedures as are reasonable to maintain the confidentiality of the Confidential Information while in its possession or control whether physically or electronically.
 3. Agent shall insure that all indications of confidentiality imprinted on, connected to, or included in any item of Confidential Information shall be reproduced by Agent on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, Agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information.
 4. Upon termination of this Agreement, Agent shall return to DHS all Personally Identifiable Information it maintains possesses or controls, which it obtained in connection with this Agreement, and shall destroy all copies of such information.
- C. Legal Disclosure. If Agent or any of its representatives is under a legal obligation to disclose any Confidential Information, Agent shall give the DHS prompt notice thereof (unless it has a legal obligation to the contrary) and shall allow DHS to inspect the Confidential Information and seek a protective order or other appropriate remedy. Agent or its representatives shall not be obligated to wait on any action or inaction by the Department under this section if release is required under authority of law. If such protective order or other remedy is not obtained, Agent and its representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

D. Unauthorized Use, Disclosure or Loss

1. Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this Agreement, or that any Confidential Information has been lost or is unaccounted for, Agent shall notify the DHS. Such notice shall include the identities of the persons affected and the nature of the Confidential Information disclosed.
2. In the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this Agreement, or in the event that any Confidential Information is lost or cannot be accounted for, Agent shall comply with the Corrective Action Plan.
3. Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. Agent shall cooperate with DHS's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such threatened or actual breach, or to recover the Confidential Information.

XIV. TERMINATION, REVOCATION OR SUSPENSION OF AGENT AGREEMENT

- A. **TERMINATION.** Agent may terminate this Agreement upon 90 days written notice to DHS. The notice shall specify the reasons for termination and the last day that Agent will have agent status.
- B. **REVOCATION.** If DHS finds that Agent has failed to comply with the requirements for agent status under Wis. Stat. § 254.69, Wis. Admin. Code ch. DHS 192 or the terms and conditions of this Agreement, DHS may revoke agent status as provided in s. 254.69 (2) (b), Stats., upon 90 days written notice to Agent. The notice shall specify the reasons for revocation and the last day that Agent will have agent status.
- C. **SUSPENSION.** If DHS finds that suspension of this Agreement is necessary to protect the public's health or safety, DHS may immediately suspend this Agreement upon notice to Agent. DHS shall hold a hearing, if requested by Agent, within 15 days after DHS receives the request. The suspension shall remain in effect until the final hearing decision is issued. In lieu of a suspension, DHS may notify Agent of any deficiencies in Agent's inspection, permit issuance and enforcement program and establish a deadline for correction of the deficiencies.
- D. **Reimbursement upon Termination or Revocation:**
 - 1) **Vending:** If this Agreement is terminated or revoked, Agent shall receive reimbursement for inspections of vending machines and vending machine commissaries performed under the Agreement up to the date of termination or revocation.
 - 2) **Other Permits:** If this Agreement is terminated or revoked, Agent shall reimburse DHS the prorated amount for the remainder of the fiscal year of all permit fees received by Agent. The reimbursement shall be based on this formula: (days left in fiscal year/365) times the state permit fees for all the establishments Agent has licensed.
- E. If the Agreement is terminated or revoked within 3 years of the initial start date, any startup fees or equipment provided by DHS shall be repaid in full.

- F. Upon termination or revocation of this Agreement, Agent shall transfer to DHS all inspection and enforcement records.

Agent

Department of Health Services

Signature

Title
County/City
Date

Date

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #15-31, Authorizing Police Department Application for Crime Prevention Foundation Grant.

The Every 15 Minutes program is an education immersion into what the effects of drunk driving are on self, family, community, schools, friends, etc. The program is provided to the high school junior and senior classes in each De Pere school district every year alternating districts each year. The program is an intensive look at the processes families, schools, the offenders, police, fire and others have to go through to deal with an alcohol involved motor vehicle death. It has been deemed successful in reducing student related deaths due to alcohol consumption.

The Crime Prevention Foundation of Brown County awards grants to proactive crime prevention programs throughout the county and has been a significant force in reducing and preventing crime.

I am requesting approval for the police department to apply for a \$1,000 grant from the Crime Prevention Foundation of Brown County. I am also requesting authority to sign the grant agreement and to accept this grant if approved by the Crime Prevention Foundation.

If you have any questions about this grant or the foundation, please contact me at your convenience. Thank you.

ATTACHMENTS:

- Reso15-31 (DOCX)
- Grant App -0001 (PDF)

RESOLUTION #15-31

AUTHORIZING POLICE DEPARTMENT APPLICATION FOR
CRIME PREVENTION FOUNDATION GRANT

WHEREAS, funds are available through the Crime Prevention Foundation of Brown County; and

WHEREAS, such grant, if awarded, will be used to support the Every 15 Minutes Program; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Police Chief is authorized to submit the attached Crime Prevention Foundation grant application for the purposes identified above.

BE IT FURTHER RESOLVED THAT:

The Police Chief is further authorized to accept said grant if awarded.

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 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso15-31 (3245 : Resolution #15-31, Authorizing Every 15 Minutes Grant request)



A long term solution to funding crime prevention.

Application Form

The Crime Prevention Foundation increases public awareness of and provides financial assistance to crime prevention programs in Brown County, Wisconsin. Financial support is given to existing programs and for the implementation of new crime prevention programs that break the crime triangle.

For a crime to occur, these three elements are necessary:

DESIRE ABILITY



OPPORTUNITY

1. DESIRE to commit the crime;
2. ABILITY to commit the crime; and
3. OPPORTUNITY to commit the crime.

The program or project must aim to reduce or eliminate at least one of these three elements. Qualified applicants include non-profit organizations, government agencies, schools, and school districts operating in Brown County. Grants will not be awarded to individuals. Grant funds should not be used to supplant funds from the organization's operating budget. Grants range from \$500 to \$3,000 with the average being \$1,000. Applications are reviewed once a year and are due to the Greater Green Bay Community Foundation by 5 p.m. on or before June 15. Grant recipients will be announced within eight weeks of deadline.

For more information or to receive informal feedback on potential project ideas, please contact the Greater Green Bay Community Foundation at (920) 432-0800 or visit the Crime Prevention Foundation website at cpfbc.org.

Grant Application

Name of organization: DePere Police Dept.
 Address: 325 S. Broadway St.
 City: DePere State: WI Zip Code: 54115
 Agency Phone: 339-4084 Agency Fax: 339-4082 Email: dbeiderwieden@cpfbc.org
 Name/Title of chief administrator: Derek Beiderwieden Phone: 339-4075
 Name/Title of contact for this application: Sherry Linzmeier Phone: 920-619-0333
 Amount requested: \$ 1,000.00 Brief description of request: Support the Every 15 Minutes Program held yearly (alternating) at DePere + West DePere High Schools.

Please submit 1 copy of the following with this cover sheet:

1. Narrative and Budget, 2 pages maximum (include information requested on reverse of this form).
2. Complete list of the organization's officers and directors.
3. Copy of organization's IRS tax exemption determination letter (except schools and government agencies).
4. The organization's most recent audited financial statement; if an audit is not available, submit the actual income and expense statement from the past fiscal year.

Submitted by:

Signature

Title

Printed Name

Date

Attachment: Grant App -0001 (3245 : Resolution #15-31, Authorizing Every 15 Minutes Grant request)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Resolution # 15-32, Authorizing Agreement for Consulting Services Between the City of De Pere and R. A. Smith National, Inc. (2015 Storm Water Management Planning).

The Board of Public Works recommendation is to accept the quote from R.A. Smith National, Inc for the Storm Water Management Planning estimated at \$34,412.52.

The Engineering Department received proposals for storm water management planning that will be completed in 2015. The work includes the following items required by Wisconsin Department of Natural Resources (WDNR) to comply with our MS4 storm water discharge permit:

- Updating the City's storm water management model that was developed in 2008. The model was created to address Total Suspended Solids (TSS) requirements for storm water and now needs to include Total Maximum Daily Loads (TMDL's) and phosphorous limits established by WDNR. The model update will add improvements made to the system since 2008 as well as modeling for TSS and phosphorous. The updated storm water model will assist the City with long term planning and budgeting for required improvement.
- Provide a storm water pollution prevention program for the Municipal Service Center. Recommend routine maintenance and inspection programs for existing storm water facilities to maintain their pollutant load removal efficiency.
- Complete WDNR field screening of 33 City owned major outfalls discharging to the Ashwaubenon Creek, Fox River, and the East River.

Some of the improvements recommended in the study will be completed in conjunction with the City's 2015 construction projects. The total cost of this work is estimated as follows:

	R.A Smith National, Inc.	Robert E. Lee & Associates, Inc.
Model update	\$21,825.50	\$44,000.00
Pollution Prevention Plan*	\$ 4,851.00	\$25,500.00
MSC Pollution Prevention Plan	\$ 2,414.00	\$ 6,250.00
WDNR Field Screening**	<u>\$ 5,322.02</u>	<u>\$14,430.00</u>
Total Estimated Cost	\$34,412.52	\$87,180.00

*Assumes 30 facilities

**Assumes 33 outfalls and 10 samples

The budget includes \$36,000 in the storm water utility capital projects accounts for this work.

ATTACHMENTS:

- Reso15-32 (DOCX)
- RA Smith (storm water mgmt) 3-15-189-003-15 (DOCX)
- Exhibit A - RA Smith (PDF)
- Exhibit B - RA Smith (PDF)

RESOLUTION #15-32

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND R.A. SMITH NATIONAL, INC.
(2015 Storm Water Management Planning)

WHEREAS, the City is in need of storm water management planning services; and

WHEREAS, R.A. Smith National, Inc. has available and offers to provide personnel and equipment necessary to accomplish those services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are hereby authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and R.A. Smith National, Inc. (2015 Storm Water Management Planning) as is attached hereto.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-32 (3228 : Resolution # 15-32, Agreement for Storm Water Management)

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND R.A. SMITH NATIONAL, INC.
(2015 Storm Water Management Planning)**

THIS AGREEMENT made and entered into this _____ day of _____, 2015, by and between the City of De Pere, Wisconsin, ("City"), and R.A. Smith National, Inc., a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of storm water management planning services; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Request for Proposals dated February 11, 2015 (Exhibit A) and Consultants Proposal thereto dated February 27, 2015 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those 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 and items as described in Exhibit A.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project and that Consultant's work hereunder should be completed as per schedule shown in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their

response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B. 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.

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION

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

XI. INSURANCE

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

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

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

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

XII. 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) 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 (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of 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.

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. 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.

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

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

XVIII. TERMINATION OF WORK

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

to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

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

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

XIX. MEDIATION

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

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

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

XIX. NOTICES

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

If to City:

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

With a copy to:

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

If to Consultant:

R.A. Smith National, Inc.
 Attention: Jeff Mazanec, PE
 100 West Lawrence Street, Suite 412
 Appleton, WI 54911

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

R.A. SMITH NATIONAL, INC.
 By:

CITY OF DE PERE
 By:

 Print Name: _____
 Title: _____

 Michael J. Walsh, Mayor

 Print Name: _____
 Title: _____

 Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2015\RA Smith (storm water mgmt) 3-15-189-003-15.docx

Attachment: RA Smith (storm water mgmt) 3-15-189-003-15 (3228 : Resolution # 15-32, Agreement for Storm Water Management)



City of De Pere

925 South Sixth Street
De Pere, WI 54115-1199
Phone: 920-339-4072 ext. 2239
Cell: 920-639-1019

Karen Heyrman, P.E.
Assistant City Engineer
kheyрман@mail.de-pere.org
www.de-pere.org

February 11, 2015

Mr. Jeff Mazanec, Senior Project Manager
RA Smith National
jeff.mazanec@rasmithnational.com

RE: Storm Water Management Planning RFP
City of De Pere

Dear Mr. Mazanec:

The City of De Pere is requesting a proposal from your firm to complete storm water management planning for the City of De Pere.

Attached with this letter is a detailed Request for Proposal that provides the scope of services required. The intent of the request for proposal is to provide you with detailed information to aid in the preparation of your proposal. The City is only requiring a cover letter describing your firm's services and the proposed fee schedule for submittal.

If you have any questions I can be reached at 920-339-4072 ext. 2239.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Karen M. Heyrman

Karen M. Heyrman, P.E.
Assistant City Engineer

cc: Eric Rakers, City Engineer

Enclosures

Attachment: Exhibit A - RA Smith (3228 : Resolution # 15-32, Agreement for Storm Water Management)

Request for Proposals Storm Water Management Planning - 2015

PROJECT SCOPE:

The City of De Pere is requesting proposals for storm water management planning in 2015 to upgrade the City's plan. Please provide a response by **3 PM on Friday February 27, 2015**, for the following work:

- Updating the City's Storm Water Management Model for Treatment.
- Creating a Long Term Plan for Meeting TMDL Requirements (Plan to include specific facility planning and cost estimates).
- Creating Storm Water Pollution Prevention Plan for the City's Municipal Services Facility (MSC).
- WDNR Field Screening of all City Owned Major Outfalls.

BACKGROUND INFORMATION:

The City received a new MS4 permit in 2014. The MS4 permit includes requirements for meeting TMDL allocations in the Fox River. These requirements will include TSS and phosphorous reduction. The City needs to update the WinSLAMM model and develop a long term plan to address the TMDL requirements.

In addition to the implementation of the TMDL, the new MS4 permit will require a storm water pollution prevention plan for City facilities. The City has improvements planned in 2015 at the municipal garage (MSC) for the parking area that serves as the storage and staging area for municipal vehicles. Activities recommended in the storm water pollution prevention plan to address the requirements of the MS4 permit need to be identified prior to bidding the parking lot resurfacing for this facility.

The permit requirement to implement and enforce a program to detect illicit connections and discharges includes field screening at all mayor outfalls. Field screening of 29 major outfalls that discharge to the Fox River, Ashwaubenon Creek and East River need to be performed.

STORM WATER MANAGEMENT MODEL:

The City had a WinSLAMM model developed in 2008. At that time, the City was treating to 33% TSS reduction. The City has continued to make improvements to the storm water system including retrofit storm water management facilities. The model was created to address TSS reduction and has not been updated since it was created in 2008. With the new TMDL requirements, not only will the City need to address TSS, but phosphorous also.

One of the key components will include updating the current storm water model to assist in long term planning. The update will include adding improvements made to the system and modeling for TSS and phosphorous. The consultant needs to review the current status of storm water management treatment and then determine a course to meet the TMDL requirements.

TMDL REQUIREMENTS:

Total Maximum Daily Loads (TMDL's) have been established on several impaired watersheds in Wisconsin by the Wisconsin Department of Natural Resources (WDNR) for contaminants including Total Phosphorous (TP) and Total Suspended Solids (TSS). The Lower Fox River (LFR) was the second watershed in the State to have TMDL's established by the WDNR. The implementation on TMDL's will have a significant financial impact on many different entities in, including municipalities within the watershed.

The TMDL Plan divides the Lower Fox River and Green Bay Watershed into 15 separate drainage sub-basins as shown in the attached Figure 21. Each sub-basin is assigned a TMDL to the receiving water body for TP and TSS. The TMDL allocations are divided between municipalities, agriculture, and wastewater treatment plants. Reductions in TP and TSS are then assigned to each group (within the sub-basin). TMDL reductions are higher for the land use that is over 40% of the drainage sub-basin. For drainage sub-basins that are primarily agricultural, the majority of impacted municipalities are required to reduce TSS by 40%. Two sub-basins, Lower Fox River and Garners Creek, consist of over 40% urban and have much higher TSS and TP removal requirements for the municipalities. The Lower Fox River sub-basin includes a significant area in the City of De Pere as shown in the attached Figure 15. Municipalities in this sub-basin are required to reduce TSS by 65% and TP by 30%. The 65% TSS reduction is in addition to the 20% TSS reduction for a basin total of 72.2% TSS reduction. The City is has two other sub-basins within the municipal boundary, those being Ashwaubenon Creek and the East River. Storm water in these basins will be required to reduce TSS by 40% and TP by 30%.

The majority of the area in the City of De Pere located in the Lower Fox River sub-basin is urbanized, with very little area to construct storm water treatment facilities. Currently, the only practices in place to get 80% reduction in TSS are storm water ponds and biofilters. In order for municipalities to meet the 65.2% reduction in TSS required for the Lower Fox River sub-basin, communities will need to construct these facilities in the locations of larger sub-drainage areas and treat to 80% reduction in TSS. Municipalities will then average the 80% reduction in TSS with minimal removal rates in small sub-drainage areas to obtain the overall average of 65.2% reduction in TSS. Pond construction will require the demolition of existing buildings. The key for the City to meet these requirements is for proper planning to maximize the use of open areas in the Lower Fox River sub-basin. Proper planning is critical to this effort.

DELIVERABLES:

After the model is updated, planning will be completed to address issues and opportunities to meet the requirements of the TMDL requirements. These activities will include:

- Determining whether any part of the City's MS4 discharges to an impaired waterbody listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC § 1313(d)(1)(C), and the implementing regulation of the US Environmental Protection Agency, 40 CFR §130.7(c)(1). Provide a written section that discusses the maintenance practices and control measures that can be implemented to reduce, with the goal of eliminating, the discharge of pollutant(s) of concern that contribute to the impaired

waterbody.

- Provide a tabular summary that includes for each drainage boundary associated with each TMDL reachshed and for each pollutant of concern:
 1. The percent reduction needed to comply with its TMDL wasteload allocation from the no-controls modeling condition. The no-controls modeling condition means taking no (zero) credit for storm water control measures that reduce the discharge of pollutants.
 2. The modeled MS4 annual average pollutant load without any storm water control measures. Note: This model run is comparable to the no-controls condition modeled for the developed urban area performance standard of s. NR 151.13, Wis. Adm. Code.
 3. The modeled MS4 annual average pollutant load with existing storm water control measures.
 4. The percent reduction in pollutant load achieved calculated from the no-controls condition and the existing controls condition calculated above.
 5. The existing storm water control measures including the type of measure, area treated in acres, the pollutant load reduction efficiency, and confirmation of the City's authority for long-term maintenance for each practice.
- Performing long term storm water management planning for the City to meet the new TMDL requirements. These requirements are as high as 65.2% TSS (in addition to the existing 20% TSS reduction) and 30% phosphorous reductions in the Lower Fox River HUC-12.
- Identifying technologies available to meet TSS and phosphorous reductions in the City. Recommend options for storm water control measures that can be considered to reduce the discharge for each pollutant of concern.
- Identifying potential locations for storm water management facilities.
- Creating strategies for implementing the construction of public facilities and obtaining locations within the City. The proposed schedule for implementation will extend beyond the expiration date (April 30, 2019) of the permit.
- Creating planning layouts for facilities determined to be viable.
- Creating preliminary cost estimates for storm water management practices.
- Provide a cost effectiveness analysis for implementation of the recommendations and options identified.
- Evaluating broader strategies based on treatment amounts, facility viability and costs. These broader strategies may include trading with other entities or increasing pollutant removals within the Ashwaubenon Creek or East River HUC-12's to offset loadings in the Lower Fox River HUC-12.
- Update map with TMDL reachshed boundaries within the municipal boundary, and the area of each TMDL reachshed in acres within the municipal boundary.
- Update map drainage boundary associated with each TMDL reachshed, and the area in acres of the drainage boundary associated with each TMDL reachshed.
- Identify areas on the map and the acreage of those areas within the municipal boundary that should be excluded from the analysis to show compliance with the TMDL wasteload allocation.

POLLUTION PREVENTION:

The City will continue to implement a pollution prevention program. The City will provide a tabular summary of the City owned or operated storm water management facilities identified in the model. Recommend routine maintenance and inspection programs for each facility to maintain their pollutant load removal operating efficiency.

Provide a storm water pollution prevention plan for the MSC. The plan will include:

- Locating major activities and storage areas on a base map provided by the City.
- Identify drainage patterns, potential sources of storm water contamination, and discharge points.
- Identify connections to the storm sewer.
- Perform an inspection of the facility to identify and address potential sources of storm water contamination.
- Identify and describe good housekeeping activities and best management practices that can be installed to reduce or eliminate storm water contamination.
- Recommend improvements to current storm water management practices at the facility and a timeline for installation and/or implementation of these recommendations.
- Provide a tabular summary of routine maintenance and inspection programs for recommended improvements proposed for the facility to maintain their effectiveness.
- Provide a spill prevention and response procedure for the MSC.

WDNR FIELD SCREENING:

The City is required to complete dry weather field screening of City owned major outfalls. As part of that program, field screening is to be completed on thirty-three outfalls that discharge to the Ashwaubenon Creek, Fox River, and Ashwaubenon Creek this year. A map of the locations has been included for your use in preparing the proposal.

Field screening is to be done to meet the requirements of NR 216. The attached worksheet has been prepared to identify the information the City is requiring. Submit one completed worksheet for each outfall. City staff will accompany the consultant's personnel and assist in the field. For outfalls with flow, samples are to be taken and tested for illicit non-storm water discharges or illegal discharges per the attached worksheet. If the results fall outside acceptable levels, additional testing is to be completed upstream in an attempt to locate the source. City staff will assist with locating upstream manholes and potential sources. Your firm will take and test the additional samples.

Any required survey work will be completed by the City.

INFORMATION PROVIDED BY THE CITY:

- Updated storm sewer map that identifies the drainage boundaries.
- GIS data for the City.
- Zoning map.
- 2008 WinSLAMM model and Report.
- Maintenance agreements for storm water treatment practices.
- Base map of the MSC. The map will include contours.
- Tabular summary of City owned storm water management facilities.

INFORMATION ATTACHED:

- Figure 15 Location of MS4s in the LFR Basin.
- Figure 21 Sub-basins in the Lower Fox River Basin, TMDL Workshop.
- IDDE map of field screening locations.
- Illicit discharge inspection form.
- A sample consultant agreement.

PROJECT SCHEDULE:

- Project approval March 17, 2015.
- Project kickoff meeting, March 25, 2015.
- MSC pollution prevention plan completed April 15, 2015. (City advertisement for parking lot paving project is May 4, 2015.).
- WinSLAMM model update submitted to City for review June 18, 2015.
- Meeting to discuss proposed recommendations August 20, 2015.
- IDDE field screening completed and final review meeting September 17, 2014

Proposed Fee Schedule

Company Name: _____

Company Address: _____

Company Address: _____

Company Representative: _____

Signature: _____

NOTE: Depending on available funding and proposed costs, the City reserves the right to remove the WDNR field screening from the proposal.

Item	Unit	Fee
Storm water management model update and TMDL requirements		
Update City storm water model for TSS removal	\$	
Storm water modeling for TMDL requirements	\$	
Storm water modeling report and TMDL plan	\$	
Pollution prevention plan		
Maintenance and Inspection Program for Storm Water Management Facility	PER FACILITY	\$
MSC Storm Water Pollution Prevention Plan	\$	
WDNR field screening		
Cost to completion field screening of thirty-three outfalls.	PER OUTFALL	\$
Cost to complete additional upstream sampling due to potential illicit or illegal discharges.	PER SAMPLE	\$
Report	\$	



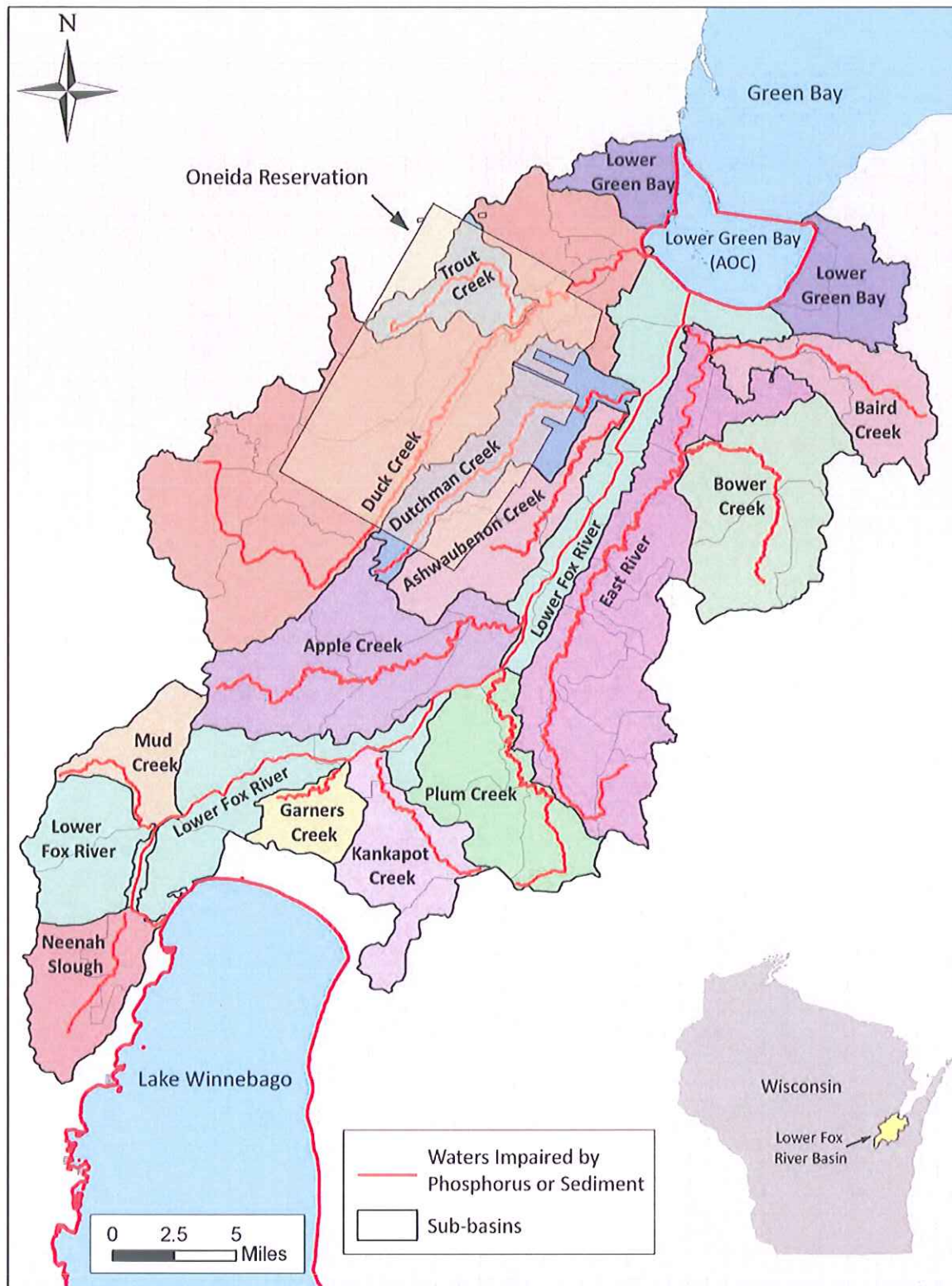


Figure 21. Sub-basins in the Lower Fox River Basin

CITY OF DE PERE

STORM SEWER

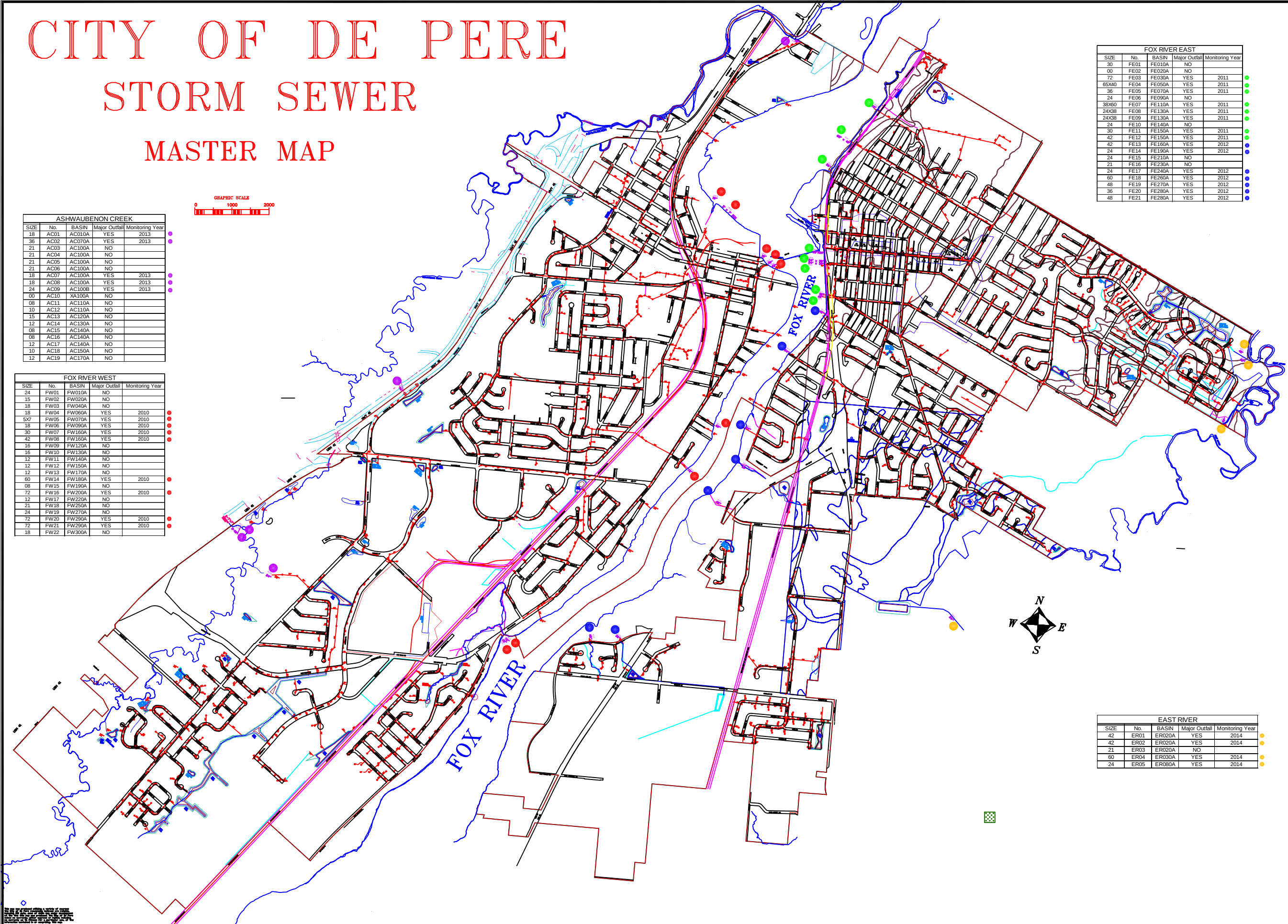
MASTER MAP

ASHWAUBENON CREEK				
SIZE	No.	BASIN	Major Outfall	Monitoring Year
18	AC01	AC010A	YES	2013
36	AC02	AC070A	YES	2013
21	AC03	AC100A	NO	
21	AC04	AC100A	NO	
21	AC05	AC100A	NO	
21	AC06	AC100A	NO	
18	AC07	AC100A	YES	2013
18	AC08	AC100A	YES	2013
24	AC09	AC100B	YES	2013
00	AC10	XA100A	NO	
08	AC11	AC110A	NO	
10	AC12	AC110A	NO	
15	AC13	AC120A	NO	
12	AC14	AC130A	NO	
08	AC15	AC140A	NO	
08	AC16	AC140A	NO	
12	AC17	AC140A	NO	
10	AC18	AC150A	NO	
12	AC19	AC170A	NO	

FOX RIVER WEST				
SIZE	No.	BASIN	Major Outfall	Monitoring Year
24	FW01	FW010A	NO	
15	FW02	FW020A	NO	
18	FW03	FW040A	NO	
18	FW04	FW050A	YES	2010
5x7	FW05	FW070A	YES	2010
18	FW06	FW090A	YES	2010
30	FW07	FW160A	YES	2010
42	FW08	FW160A	YES	2010
16	FW09	FW120A	NO	
16	FW10	FW130A	NO	
12	FW11	FW140A	NO	
12	FW12	FW150A	NO	
12	FW13	FW170A	NO	
60	FW14	FW180A	YES	2010
08	FW15	FW190A	NO	
72	FW16	FW200A	YES	2010
12	FW17	FW220A	NO	
21	FW18	FW250A	NO	
24	FW19	FW270A	NO	
72	FW20	FW290A	YES	2010
72	FW21	FW290A	YES	2010
16	FW22	FW300A	NO	

FOX RIVER EAST				
SIZE	No.	BASIN	Major Outfall	Monitoring Year
30	FE01	FE010A	NO	
00	FE02	FE020A	NO	
72	FE03	FE030A	YES	2011
65x40	FE04	FE050A	YES	2011
36	FE05	FE070A	YES	2011
24	FE06	FE090A	NO	
38x60	FE07	FE110A	YES	2011
24x38	FE08	FE130A	YES	2011
24x38	FE09	FE130A	YES	2011
24	FE10	FE140A	NO	
30	FE11	FE150A	YES	2011
42	FE12	FE150A	YES	2011
42	FE13	FE160A	YES	2012
24	FE14	FE190A	YES	2012
24	FE15	FE210A	NO	
21	FE16	FE230A	NO	
24	FE17	FE240A	YES	2012
60	FE18	FE260A	YES	2012
48	FE19	FE270A	YES	2012
36	FE20	FE280A	YES	2012
48	FE21	FE280A	YES	2012

EAST RIVER				
SIZE	No.	BASIN	Major Outfall	Monitoring Year
42	ER01	ER020A	YES	2014
42	ER02	ER020A	YES	2014
21	ER03	ER020A	NO	
60	ER04	ER030A	YES	2014
24	ER05	ER080A	YES	2014



ILLICIT DISCHARGE INSPECTION FORM

City of De Pere, Wisconsin

GENERAL DOCUMENTATION

OUTFALL ID# _____ SUB-BASIN ID# _____

LOCATION: _____

SIZE _____ inches MATERIAL _____ (RCP, PVC, CMP) ENDWALL(Yes or No) _____

DATE OF LAST RAINFALL _____ AMOUNT _____ inches

LOCATION MAP



OUTFALL PICTURE



FIELD OBSERVATION RESULTS

INSPECTOR(S) _____

DATE: _____

PHYSICAL INDICATORS: (Flowing and Non-flowing Outfalls)

- | | | | | |
|--|--|---|---|--|
| ☐ Flow | ☐ None | ☐ Slow < 2.5 FPs | ☐ Moderate 2-5 FPs | ☐ Fast > 5 FPs |
| ☐ Outflow Damage | ☐ Corrosion | ☐ Peeling Paint | ☐ Spalling/Cracking/Chipping | ☐ Pipe Separation |
| ☐ Deposits/Stains | ☐ Oily | ☐ Paint | ☐ Sediment | ☐ Erosion |
| ☐ Pipe Bethnic Growth | ☐ Brown | ☐ Orange | ☐ Green | ☐ Other: |
| ☐ Abnormal Veg. | ☐ Inhibited | ☐ Excessive | ☐ Oil Sheen | ☐ Suds |
| ☐ Poor Pool Quality | ☐ Odors | ☐ Colors | ☐ Floatables | |
| | ☐ Excessive Algae | ☐ Other: | | |

PHYSICAL INDICATORS: (Flowing Outfalls Only)

- | | | | | | |
|--------------------------------------|---------------------------------|----------------------------------|--------------------------------------|------------------------------------|---------------------------------|
| ☐ Odor | ☐ Sewage | ☐ Sulfide | ☐ Rancid/Sour | ☐ Petroleum | ☐ Other: |
| ☐ Floatables: | ☐ Sewage | ☐ Suds | ☐ Petroleum | ☐ Other: | |
| ☐ Color | ☐ Clear | ☐ Brown | ☐ Green | ☐ Orange | ☐ Red |
| | ☐ Blue | ☐ Yellow | ☐ Gray | ☐ Other: | |
| ☐ Turbidity | ☐ Cloudy | ☐ Opaque | | | |

SAMPLE RESULTS (Expected Range)

pH: _____ SU (6.0 < sample < 9.0)

Chlorine: _____ mg/L (sample < 0.30)

Detergent: _____ mg/L (sample < 0.5)

Copper : _____ mg/L (sample < 0.2)

Phenols: _____ mg/L (sample < 0.1)

Additional Comments/Observations: _____

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2014,
by and between the City of De Pere, Wisconsin, ("City"), and _____
_____("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description)
_____; and

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) City Request for Proposals (Exhibit A) and
Consultants Proposal thereto dated ____ (date) (Exhibit B), both of which are attached hereto and
incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of
Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and
this Agreement, the terms of this Agreement shall prevail. If, during the course of performing
the work, City and Consultant agree that it is necessary to make changes in the project as
described in the exhibits, such changes will be incorporated into this Agreement only by written
amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described 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 agrees to provide the Consultant items such as existing plans, standard
specifications, and other information concerning the project that may be applicable in the
design of the project, as are 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

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. City shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. 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 as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. 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 determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

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

X. INSURANCE

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

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

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

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

XI. 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 other dispute resolution costs) caused 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.

XII. SUBCONTRACTS

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

XIII. ASSIGNMENT

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

XIV. INTEGRATION

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

XV. JURISDICTION

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

XVI. SUSPENSION OF WORK

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

XVII. TERMINATION OF WORK

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

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for

filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

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

XVIII. MEDIATION

All claims, disputes and other matters in 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.

XIX. NOTICES

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

If to City:

If to Consultant:

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

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Shana L. Defnet, Clerk-Treasurer

H:\jdupont\Agreements\2013\Consultant Agreement Template.docx

SAMPLE

Attachment: Exhibit A - RA Smith (3228 : Resolution # 15-32, Agreement for Storm Water Management)

February 27, 2015

Ms. Karen M. Heyrman, PE
Assistant City Engineer
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Re: 2015 Storm Water Management Planning Project
Letter Proposal for Professional Services

Dear Ms. Heyrman:

Thank you for the opportunity to propose our services to complete storm water management planning for the City of De Pere as specified in your February 11, 2015 Request for Proposals (RFP). Our staff routinely provides similar services for other communities and is ready and able to work with you and your team. This letter is structured to provide the information in your request, including the following summary of our *Proposed Team and Schedule, Qualifications and References, Scope of Services and Proposed Fees*. Our proposed fees are based on our understanding of the effort required for the project based on your requested Scope of Services, discussion with City staff and experience providing similar experiences for other communities.

Proposed Team and Schedule

We propose a project team led by Gary Raasch, PE, CFM, as project manager and Jeff Mazanec, PE serving as project principal. Our team also includes Ben High, PE, who led our illicit discharge detection and elimination (IDDE) outfall sampling project for the City of De Pere in 2010, and Jon McAnally, EIT, who works closely with Gary and Ben on similar projects. Resumes summarizing the experience and qualifications of our proposed staff are available on request. We are prepared to meet the project schedule as proposed in the RFP.

Qualifications and References

R.A. Smith National coordinates the stormwater discharge permit (WPDES) program for eight Wisconsin communities (MS4s). Our staff is involved in all aspects of the program from annual reports to educating staff, including inspections and water quality modeling. We maintain a current understanding of WDNR and WPDES permit requirements to assure that our procedures comply accordingly. We maintain active membership and participation in the Northeast Wisconsin Stormwater Consortium through Jeff Mazanec, P.E., your project principal from our Fox Valley office in Appleton, WI. Jeff is also actively supporting web-based stormwater discharge permit compliance administration practices for numerous MS4 communities in eleven states.

Our proposed project manager, Gary Raasch, PE, has been involved in MS4 permitting since 1992, when he assisted the City of Milwaukee in their outfall inventory and system mapping. He has developed stormwater management plans for numerous communities and currently oversees our stormwater plan reviews for the City of Appleton, and Winnebago and Calumet Counties. Our project team members, Ben High, PE and Jon McAnally, EIT, are currently updating WinSLAMM models for several other communities to comply with new permitting requirements.

Deliver excellence, vision, and responsive service to our clients.

100 West Lawrence Street, Suite 412 • Appleton, WI 54911-5754 • (920) 731-3499 • Fax (920) 731-8398
Corporate Office: Brookfield, WI • rasmithnational.com

Exhibit B

Ms. Karen Heyrman, PE
Page 2 / February 27, 2015

Our proposed staff has participated in IDDE inspections for all of our communities for the past ten years to meet WPDES permit requirements for Phase 2 MS4s. We currently collect and test samples and document inspection and sample test results for those communities using an electronic inspection form for easy recording of information at the time of inspection. Our project personnel are trained and provided with the special equipment and supplies required to properly screen the outfalls, sample and accurately conduct field tests of the collected discharge. We have also prepared pollution prevention plans for municipal facilities in six communities.

R.A. Smith National, Inc. has built its business on responsive services to local government and remains passionate about effectively serving municipal clients. We invite the City of De Pere to contact the following clients regarding our work on their MS4 stormwater permitting, WinSLAMM modeling, and Illicit Discharge Detection and Elimination projects.

Town of Delafield

Mr. Paul Kanter, Town Chairman
Ms. Mary Elsner, Town Clerk/Treasurer
(262) 646-2398
mary.elsner@townofdelafield.org

Town of Salem

Patrick Casey, Town Administrator
(262) 843-2614
pcasey@townofsalem.net

Village of Butler

Jesse Thyges, Village Administrator/ Clerk
(262) 783-2525
jthyges@butlerwi.gov

Village of West Milwaukee

Kim Egan, Village Administrator
(414) 645-1530
Kim.Egan@westmilwaukee.org

Scope of Services and Professional Fees

The following sections describe the services we propose to provide to the City of De Pere. These tasks are consistent with the scope presented in your request. In addition to the information provided by the City, as listed in your request, we will also need record drawings or similar documentation for stormwater management facilities built since 2008. Our proposed fee schedule is attached.

Stormwater Model Update and TMDL Planning

After obtaining your 2008 WinSLAMM model, we propose to convert the model to the latest WinSLAMM version 10.1.6. Using available information from the City, we will add any new stormwater facilities and retrofit changes to older facilities that have been implemented since the 2008 model. We will use the model to determine the TSS and total phosphorous loads for no-control and the existing stormwater treatment conditions. The current pollutant load reductions achieved within each basin of the City will also be calculated. These loads and reductions will be compared to the TMDL load allocations to determine the additional TSS and phosphorous reductions necessary to meet the TMDL requirements within the City.

All of the City's MS4 discharge receiving waters, Fox River, Ashwaubenon Creek, and East River, are listed as impaired waters. We will write a discussion of maintenance practices and control measures that can be implemented to reduce the discharge of pollutants that contribute to the impaired conditions.

Using the technologies available to reduce TSS and phosphorous loads in stormwater runoff, we will research potential locations for stormwater management facilities within the City. These potential locations will be reviewed and discussed with City staff to develop a strategy for implementing stormwater pollutant controls. Viable locations will be investigated further to prepare conceptual layouts and budget-level construction cost

Ms. Karen Heyrman, PE
Page 3 / February 27, 2015

estimates. The resulting potential stormwater management facilities will be compared based on cost-effectiveness and constructability to develop a recommended plan for consideration by the City. Broader strategies such as pollutant trading, and shifting pollutant reductions between sub-watersheds will be investigated and addressed.

These efforts will be documented in a stormwater management planning report with appropriate discussion, tables, and maps. Maps will be prepared to present TMDL reachsheds, drainage boundaries, and municipal boundary. Areas in acres will be shown for each reachshed and tributary drainage areas, as well as areas to be excluded from analysis. Compliance with TMDL allocations and current pollutant reduction levels will be presented by sub-basin on maps.

Pollution Prevention Planning

Immediately after the project kickoff, we will visit the Municipal Services Center to observe the site activities, drainage patterns, storm sewer connections, and potential stormwater contamination sources. Our observations will be documented and mapped. We will identify and evaluate possible activities and best management practices to reduce or eliminate stormwater contamination on the site. The options and recommendations will be reviewed with the City staff and documented in writing with an implementation schedule. A written pollution prevention plan will be prepare to address routine maintenance, inspection, and spill prevention and response procedures.

Illicit Discharge Field Screening

We propose to perform field screening at 33 outfalls as identified on the map and images provided with the RFP. We will record existing field information at each outfall, and field test a sample of any observed flowing discharge. If additional testing is warranted based on the field test results, we will test additional samples from locations tributary to the primary outfalls to identify potential sources of illicit discharges. All samples will be gathered through methods that do not require confined space entry. The field work will be documented and used to support the City of De Pere's 2015 DNR Field Screening report.

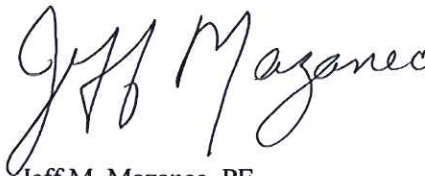
We believe this letter proposal responds to each item in your request, and welcome any questions you may have regarding our qualifications or proposed services for this project. We look forward to this opportunity to serve the City of De Pere.

Sincerely,

R.A. Smith National, Inc.



Gary E. Raasch, PE, CFM
Project Manager
Office: (262) 317-3369
Gary.Raasch@RASmithNational.com



Jeff M. Mazanec, PE
Project Principal
Office: (920) 731-8397, Ext 3406
Jeff.Mazanec@RASmithNational.com

Enclosure: Proposed Fee Schedule

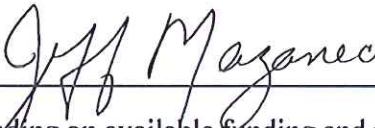
Proposed Fee Schedule

Company Name: R.A. Smith National, Inc.

Company Address: 100 West Lawrence Street, Suite 412

Company Address: Appleton, WI 54911-5754

Company Representative: Jeff M. Mazanec

Signature: 

NOTE: Depending on available funding and proposed costs, the City reserves the right to remove the WDNR field screening from the proposal.

Item	Unit	Fee
Storm water management model update and TMDL requirements		
Update City storm water model for TSS removal		\$4,535.00
Storm water modeling for TMDL requirements		\$586.00
Storm water modeling report and TMDL plan		\$16,704.50
Pollution prevention plan		
Maintenance and Inspection Program for Storm Water Management Facility	PER FACILITY	\$161.70
MSC Storm Water Pollution Prevention Plan		\$2,414.00
WDNR field screening		
Cost to completion field screening of thirty-three outfalls.	PER OUTFALL	\$120.94
Cost to complete additional upstream sampling due to potential illicit or illegal discharges.	PER SAMPLE	\$83.90
Report		\$492.00

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: March 17, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-33, Approving Annual Report Under Separate Storm Sewer System (MS4) Permit and its Submission to the Department of Natural Resources (DNR).

The Board of Public Works recommends the approval of the MS4 Report for submittal to the WDNR.

The Engineering Department has completed the Annual Report under MS4 General Permit for the 2014 calendar year and attached for your review. This report is required to be completed annually and submitted to the Wisconsin Department of Natural Resources (WDNR). The Report identifies activities that the City has completed in 2014 to meet our MS4 General Permit for storm water discharge. Highlights from the 2014 Report include:

- Membership in the Northeast Stormwater Consortium (NEWSC) which helps the City meet the requirements for Public Outreach and Education and Public Involvement and Participation.
- Cleaned and televised 43,000 linear feet of storm sewer.
- Fall leaf collection.
- Spring and fall brush collection.
- Street sweeping.

ATTACHMENTS:

- Reso15-33 (DOCX)
- ce-1-3400-195-De-Pere-2014 (PDF)

RESOLUTION #15-33

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-S050075-2) 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-S050075-2, has been reviewed and recommended for approval by the Board of Public Works.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council approves the City Annual Report under MS4 General Permit No. WI-S050075-2 to be submitted to the DNR on or before March 31, 2015.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso15-33 (3233 : Resolution #15-33, Approve 2014 MS4 Report for Submittal to WDNR)

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

**Annual Report under MS4
General Permit No. WI-S050075-2**

Form 3400-195 (R 10/14)

Page 1 of 8

Due by March 31, 2015

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 2014.

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, 2015, 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 (if different from above)	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-S050075-2 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		
	03/18/2015		
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 apprised 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.

31088 City of De Pere
FIN / Municipality Name

**Annual Report under MS4
General Permit No. WI-S050075-2**

Form 3400-195 (R 10/14)

Page 2 of 8

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 7, 2015, and the Common Council on March 17, 2015. The draft annual report was placed on the website on March 13, 2015.

- 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 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 implementation of each program element, the status of meeting measurable goals, and compliance with permit schedule in section 2.11 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 vehicle maintenance and impacts to storm water in the 20143 summer newsletter. The City placed storm water posters at public facilities around the City.

• **Public Involvement and Participation**

The City has a link to the City's stormwater 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 is completing IDDE inspections for the entire City in 2015.

• **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**

Approximately one tenth of the City storm sewer was cleaned and televised.

31088 City of De Pere
FIN / Municipality Name

**Annual Report under MS4
General Permit No. WI-S050075-2**

Form 3400-195 (R 10/14)

Page 3 of 8

• **Pollution Prevention**

City Streets are swept eight to ten times per year. Approximately 200 catch basins are cleaned each year. Street sweeping 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. Trucks are calibrated each year and salt usage tracked. The City collected branches and yard waste three times in 2014. Leaves were collected in the spring and 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 shed with a roof, and a truck wash clean debris from trucks.

b. Winter Road Management Activities (Optional reporting for 2014):

Provide the name, title, and phone number for the individual(s) with overall responsibility for winter roadway maintenance.

Scott Thoresen, Public Works Director, (920) 339-8095

Allen Lubarda, Street Superintendent, (920) 339-8325

Describe the types of products used for winter road management (e.g. deicing, pre-wetting, salting, etc.).

The City utilizes salt brine and road salt. Salt brine is placed prior to snow and ice events.

Describe the type of equipment used to apply the products.

Equipment utilized includes the Epoke salter and tail gate salters

Report the amount of product used per month.

200 tons per winter month.

Report the snow disposal locations, if snow is hauled away.

Snow is disposed at 1081 N. Broadway and 112 Main Avenue.

Describe any anti-icing, equipment calibration, and salt reduction strategies considered.

The City has reduced salt placement over the last several years by pre-storm anti-icing and pre-wetting of salt. Equipment is calibrated each year for a maximum placement of 200 pounds per lane mile.

Describe any other additional measurable data or information that the permittee used to evaluate its winter road management activities.

City staff records the amount of salt and brine used, along with equipment and labor hours for each snow event.

c. Municipal facility(s) (Optional reporting for 2014):

Provide an inventory of municipally owned or operated structural storm water management facility(s), include: Location of each facility and contact information for the individual(s) with overall responsibility for each facility.

Describe the housekeeping activities and best management practices installed to reduce or eliminate storm water contamination.

Discuss recommendations for improvements to current storm water management practices at the facility(s) and a timeline for installation and/or implementation of these recommendations.

31088 City of De Pere
FIN / Municipality Name

**Annual Report under MS4
General Permit No. WI-S050075-2**

Form 3400-195 (R 10/14)

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SECTION V. Permit Conditions (continued)

Describe the municipal facility(s) employee training on storm water pollution prevention provided.

Describe the spill prevention and response procedures in place at the municipal facility(s).

- d. 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 2014 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:

- e. 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 2014. If available, attach any additional information on the maintenance program.

All storm water management facilities will be reviewed in 2015.

- f. 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.

There were minor map updates in 2014 for inlet and manhole repairs. The City has begun to update the map to show easement locations and access to storm water management facilities

SECTION VI. Fiscal Analysis

- a. Provide a fiscal analysis that includes the annual expenditures for 2014, and the budget for 2014 and 2015. A table to document fiscal information is provided on page 7.

Funding for storm water management activities is through the storm water utility. Funds from tax incremental finance districts are periodically used for constructing new regional ponds.

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

☒ 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.

31088 City of De Pere
FIN / Municipality Name

**Annual Report under MS4
General Permit No. WI-S050075-2**

Form 3400-195 (R 10/14)

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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 updated or revised its 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 updated or revised its 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 updated or revised its 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.

The City completed 80 inspections. No enforcements were issued.

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 and 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 sweeping 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. Trucks are calibrated each year and salt usage tracked. The City collected branches and yard waste three times in 2014. Leaves were collected in the spring and 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.

No storm water treatment facilities were added in 2014.

- 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 2015 and the schedule for implementing those changes. Proposed program changes must be consistent with the requirements of the general permit.

The City is planning to construct a new regional storm water management pond off of Commerce Drive in 2015. The

31088 City of De Pere
FIN / Municipality Name

Annual Report under MS4
General Permit No. WI-S050075-2
Form 3400-195 (R 10/14) Page 6 of 8

SECTION IX. Proposed Program Changes

City is having the storm water model updated in 2015. Finally, the City is planning to modify a storm water pond off of Paint Horse Trail.

SECTION X. Other

Any other additional information the permittee would like to provide in the Annual Report regarding their storm water program?

31088 City of De Pere
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Fiscal Analysis Table. Complete the fiscal analysis table provided below.

Program Element	Annual Expenditure 2014	Budget		Source of Funds
		2014	2015	
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	0	2,500	5,000	Storm Water Utility
Construction Site Pollutant Control	4,000	2,750	4,000	Storm Water Utility
Post-Construction Storm Water Management	336,885	734,681	734,749	Storm Water Utility and Tax Incremental Finance District
Pollution Prevention	695,428	681,057	674,192	Storm Water Utility
Storm Water Quality Management (including pollutant-loading analysis)	61,885	209,681	248,885	Storm Water Utility
Storm Sewer System Map	8,000	10,900	8,000	Storm Water Utility
Other:	285,100	275,000		

Attachment: ce-1-3400-195-De-Pere-2014 (3233 : Resolution #15-33, Approve 2014 MS4 Report for

31088 City of De Pere
FIN / Municipality Name

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NORTHERN REGION COUNTIES			WEST CENTRAL REGION COUNTIES		
Ashland	Langlade	DNR Service Center	Adams	Marathon	DNR Service Center
Barron	Lincoln	Attn: Storm Water Program	Buffalo	Monroe	Attn: Storm Water Program
Bayfield	Oneida	5301 Rib Mountain Rd.	Chippewa	Pepin	5301 Rib Mountain Rd.
Burnett	Polk	Wausau, WI 54401	Clark	Pierce	Wausau, WI 54401
Douglas	Price	Phone: (715) 359-4522	Crawford	Portage	Phone: (715) 359-4522
Florence	Rusk		Dunn	St. Croix	
Forest	Sawyer		Eau Claire	Trempealeau	
Iron	Taylor		Jackson	Vernon	
	Vilas		Juneau	Wood	
	Washburn		La Crosse		

NORTHEAST REGION COUNTIES			SOUTH CENTRAL REGION COUNTIES		
Brown	Marquette	DNR Northeast Region	Columbia	Jefferson	DNR South Central Region
Calumet	Menominee	Attn: Storm Water Program	Dane	LaFayette	Attn: Storm Water Program
Door	Oconto	2984 Shawano Ave.	Dodge	Richland	3911 Fish Hatchery Rd.
Fond du Lac	Outagamie	Green Bay, WI 54313	Grant	Rock	Fitchburg, WI 53711
Green Lake	Shawano	Phone: (920) 662-5100	Green	Sauk	Phone: (608) 275-3266
Kewaunee	Waupaca		Iowa		
Manitowoc	Waushara				
Marinette	Winnebago				

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: March 17, 2015

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #15-34, Authorizing Execution of Conveyance in Rights to Land in favor of Wisconsin Department of Transportation.

The Board of Public Works recommends approval of the WisDOT request for signing Form DT1660 - Conveyance of Rights in Land to WisDOT for the sanitary sewer identified on the attached right of way plat, subject to changes deemed necessary by the City Attorney.

The Wisconsin Department of Transportation (WisDOT) is preparing for the reconstruction of the STH 32/57 and CTH X intersection to a roundabout. Construction is anticipated to begin in early July and be completed at the end of the October. For the construction of the roundabout, WisDOT purchased right of way at the intersection. On the south side of the intersection, WisDOT purchased property from Belmark. The City has an easement for sanitary sewer that was on part of the property purchased. There is a very small segment of sanitary sewer located within the easement where the right-of-way was purchased by WisDOT. WisDOT requires utility owners to provide either a conveyance of rights in land or quit claim deed for utilities located in former easements for newly purchased right of way. WisDOT is requiring action for the City sewer located in easement that was within purchased right of way.

The advantage to the conveyance of rights in land form is that the City retains rights to be compensated from WisDOT if the sewer would have to be relocated in the future due to a transportation project. Form DT1660 - Conveyance of Rights in Land from WisDOT has been attached. Near the bottom of the first paragraph, the following language is included:

“provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.”

Therefore the City (GRANTOR) will be compensated for relocating the existing sanitary sewer if required by WisDOT (GRANTEE). If the City adds new sewer facilities at this location after the right of way was required, any relocation of the new facilities will be the responsibility of the City.

ATTACHMENTS:

- Reso15-34 (DOCX)
- CI-BOPW-3-2015-WisDOT-DT1660 (PDF)
- CI-BOPW-3-2015-WisDOT-RW_Plant (PDF)

RESOLUTION #15-34

AUTHORIZING EXECUTION OF CONVEYANCE IN
RIGHTS TO LAND IN FAVOR OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

WHEREAS, to improve safety upon State Highway 57 Wisconsin Department of Transportation (WisDOT) is set to begin construction of a round-about at the intersection of State Highway 57 and County Road X; and

WHEREAS, the City of De Pere has a recorded utility easement in a portion of real property WisDOT acquired which is necessary for that construction; and

WHEREAS, WisDOT has requested that the City execute the Conveyance of Rights in Land, attached hereto and incorporated as Exhibit 1, in order for WisDOT to have clear title to the property needed for right of way purposes; and

WHEREAS, the Common Council, while wishing to cooperate and facilitate the needs of WisDOT in this matter, is also mindful of the needs of the city in maintaining its access, maintenance, repair and reconstruction rights for the sewer facilities located within said easement; and

WHEREAS, this matter has been reviewed by the Board of Public Works, which recommends approval of the Conveyance of Rights in Land subject to such changes as deemed necessary by the City Attorney.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Conveyance of Rights in Land as is attached and incorporated as Exhibit 1, subject to such changes as determined necessary by the City Attorney being incorporated therein prior to such execution.

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 17th day of March, 2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Document Number CONVEYANCE OF RIGHTS IN LAND

Wisconsin Department of Transportation
Exempt from fee s.77.25(2r) Wis. Stats.
DT1660 12/2005 (Replaces ED660) s.84.09(1) Wis. Stats.

City of De Pere GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property:
None

Legal Description

See Attached

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgement

(Grantor Name)

(Date)

(Signature)

State of

)

) ss.

County

)

(Title)

On the above date, this instrument was acknowledged before me by the named person(s).

(Print Name)

(Signature)

(Signature, Notary Public)

(Title)

(Print or Type Name, Notary Public)

(Print Name)

(Date Commission Expires)

Utility or R/W Project ID 4085-43-44

This instrument was drafted by Wisconsin Department of Transportation

R/W Parcel No. 104

This space is reserved for recording data

Return to

Division of Transportation System Development
Northeast Region
Utility Unit
944 Vanderperren Way
Green Bay WI 54304

Parcel Identification Number/Tax Key Number

See Attached

Attachment: CI-BOPW-3-2015-WisDOT-DT1660 (3234 : Resolution #15-34, Utility Conveyance of Rights to WisDOT)

TRANSPORTATION PROJECT PLAT NO: 4085-43-21-4.01

ALL OF OUTLOT 1, AND PART OF LOT 1, CSM#6260, PART OF LOT 1, CSM #2549, AND PART OF FOXBOROUGH COURT CONDOMINIUM, WITHIN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34; PART OF LOT 1, CSM #4016, AND PART OF FOXBOROUGH COURT CONDOMINIUM, IN GOVERNMENT LOT 1, AND PART OF LOTS 5 & 6, BRIARWOOD ESTATES, IN GOVERNMENT LOT 2 OF SECTION 33; ALL LOCATED WITHIN T23N-R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.

RELOCATION ORDER STH 32/57 BROWN COUNTY CITY OF DE PERE, STH 32/57

TO PROPERLY ESTABLISH, LAY OUT, WIDEN, ENLARGE, EXTEND, CONSTRUCT, RECONSTRUCT, IMPROVE, OR MAINTAIN A PORTION OF THE HIGHWAY DESIGNATED ABOVE, THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION DEEMS IT NECESSARY TO RELOCATE OR CHANGE SAID HIGHWAY AND ACQUIRE CERTAIN LANDS AND INTERESTS OR RIGHTS IN LANDS FOR THE ABOVE PROJECT.

TO EFFECT THIS CHANGE, PURSUANT TO AUTHORITY GRANTED UNDER SECTION 84.02 (3) AND 84.09, WISCONSIN STATUTES, THE DEPARTMENT OF TRANSPORTATION HEREBY ORDERS THAT:
1. THAT PORTION OF SAID HIGHWAY AS SHOWN ON THIS PLAT IS LAID OUT AND ESTABLISHED TO THE LINES AND WIDTHS AS SO SHOWN FOR THE ABOVE PROJECT.
2. THE LANDS OR INTERESTS OR RIGHTS IN LANDS AS SHOWN ON THIS PLAT ARE REQUIRED BY THE DEPARTMENT FOR THE ABOVE PROJECT AND SHALL BE ACQUIRED IN THE NAME OF THE STATE OF WISCONSIN, PURSUANT TO THE PROVISIONS OF SECTION 84.09 (1) OR (2), WISCONSIN STATUTES.

CONVENTIONAL ABBREVIATIONS AND SYMBOLS

ACCESS POINT	AP	SECTION CORNER	SC
ACCESS RIGHTS	AR	(MATERIAL AS NOTED)	
ACRES	CH	SET, R/W MONUMENT W/CAP	○
CHORD BEARING	CH BRC	(1/4" W/ OUTSIDE DIA. x 18")	
CHORD DISTANCE	CH DIS	IRON PIPE 1.33 LBS/FT)	
DEED	DD	SET P.K., NAIL	△
DOCUMENT	DOC		
EAST BOUND	EB	PROPOSED R/W	PRW000
GAS VALVE	GV	BOUNDARY POINT	
INLET	IL		
LENGTH OF CURVE	L	CORPORATE LIMITS	PRW000
MANHOLE	MH	EXISTING R/W	
MONUMENT	MON	SECTION LINE	
NORTH BOUND	NB	QUARTER LINE	
PAGE	PG	SIXTEENTH LINE	
PERMANENT	PERM	PROPOSED OR NEW R/W LINE	
PERMANENT LIMITED EASEMENT	PLE	PROPOSED EASEMENT LINE	
PRIVATE DRIVEWAY	PD		
PROPERTY LINE	PL	PARCEL NUMBER	00
RADIUS	R		100
REFERENCE LINE	RL	UTILITY NUMBER	3-1
REMAINING	REM		
RIGHT OF WAY	R/W		
SECTION	SEC		
SECTION LINE	SL	SIGN NUMBER	
FOUND IRON PIPE	IP		
STATION	STA	PROPERTY LINE	
TEMPORARY LIMITED EASEMENT	TLE	LOT, TIE AND OTHER MINOR	
TIE POINT	TP	DASHED LINES	
VOLUME	VOL	ACCESS RESTRICTED	
ADJOINING LANDS	ADJ	(By Previous Project)	
WITH SAME OWNER	WSO	ACCESS RESTRICTED	
PARALLEL TO LINE	PL	(By Acquisition)	
		NO ACCESS	
		(By Statutory Authority)	
		LIMITED EASEMENT	
		(Temporary)	
		LIMITED EASEMENT	
		(Permanent)	
BUILDING TO BE RAZED	RAZ		
FEE ACQUISITION	FA		
BEGIN POINT	BP		
END POINT	EP		

CONVENTIONAL UTILITY SYMBOLS

WATER	W
GAS	G
TELEPHONE	T
OVERHEAD	OH
TRANSMISSION LINES	E
ELECTRIC	E
CABLE TELEVISION	TV
FIBER OPTIC	FO
SANITARY SEWER	SAN
STORM SEWER	SS
NON COMPENSABLE	
POWER POLE	PP
TELEPHONE POLE	TP
TELEPHONE PEDESTAL	TPD
ELECTRIC TOWER	ET

SCHEDULE OF LANDS & INTERESTS REQUIRED

PARCEL NUMBER	OWNER	INTEREST REQUIRED	FEE ACRES	T.L.E. ACRES	EXISTING ACRES
1	CITY OF DEPERE	FEE	0.121	-	-
2	FLEX, LLC	FEE	0.102	-	-
3	BC DEVELOPMENT, LLC	FEE	0.032	-	-
4	MASK, LLC	FEE	0.003	-	-
5	MARVEL J. DITTRICH	FEE	0.109	-	-
6	JANICE M. CRESS & IRVING E. FISCHER	FEE	0.008	-	-
7	SAUTER DEVELOPMENT, LLC, & ETAL	FEE	0.078	-	-

RESERVE FOR CLAUSES AND NOTE INFORMATION

RIGHT OF WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS AND ARE REFERENCED TO THE US PUBLIC LAND SURVEY OR OTHER SURVEYS OF PUBLIC RECORD.

RIGHT OF WAY MONUMENTS ARE TYPE 2 AND WILL BE PLACED PRIOR TO THE COMPLETION OF THE PROJECT.

AREAS SHOWN IN THE TOTAL ACRES COLUMN OF THE SCHEDULE OF LANDS & INTEREST TABLE MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

COORDINATES AS SHOWN ARE NOT INTENDED TO BE USED FOR RETRACEMENT PURPOSES AND MUST BE VERIFIED WITH THE COUNTY SURVEY DEPARTMENT.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COUNTY COORDINATE, BROWN COUNTY, NAD OF 1983 (1990) IN U.S. SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPANCY LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

EXISTING RIGHT OF WAY WAS ACQUIRED FROM PROJECT(S): T 02-4016 & RECORDED CSMs/SUBDIVISIONS

EXISTING ACCESS CONTROL WAS ACQUIRED UNDER PROJECT(S)/DOC.#: T 02-4016

RIGHT OF WAY REFERENCE LINE MAY NOT BE THE SAME AS THE CONSTRUCTION REFERENCE LINE.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM NECESSARY OR DESIRABLE TO PREVENT EROSION OF THE SOIL. ALL TLES ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

A PERMANENT LIMITED EASEMENT (PLE) IS A RIGHT FOR CONSTRUCTION AND MAINTENANCE PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON AND THE RIGHT OF INGRESS AND EGRESS AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM NECESSARY OR DESIRABLE TO PREVENT EROSION OF THE SOIL, BUT WITHOUT PREJUDICE TO THE OWNER'S RIGHT TO MAKE OR CONSTRUCT IMPROVEMENTS ON SAID LANDS OR TO FLATTEN SLOPES, PROVIDING SAID ACTIVITIES WILL NOT IMPAIR OR OTHERWISE ADVERSELY AFFECT THE HIGHWAY FACILITIES.

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY, AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND INTERESTS TO DEPARTMENT OF TRANSPORTATION.

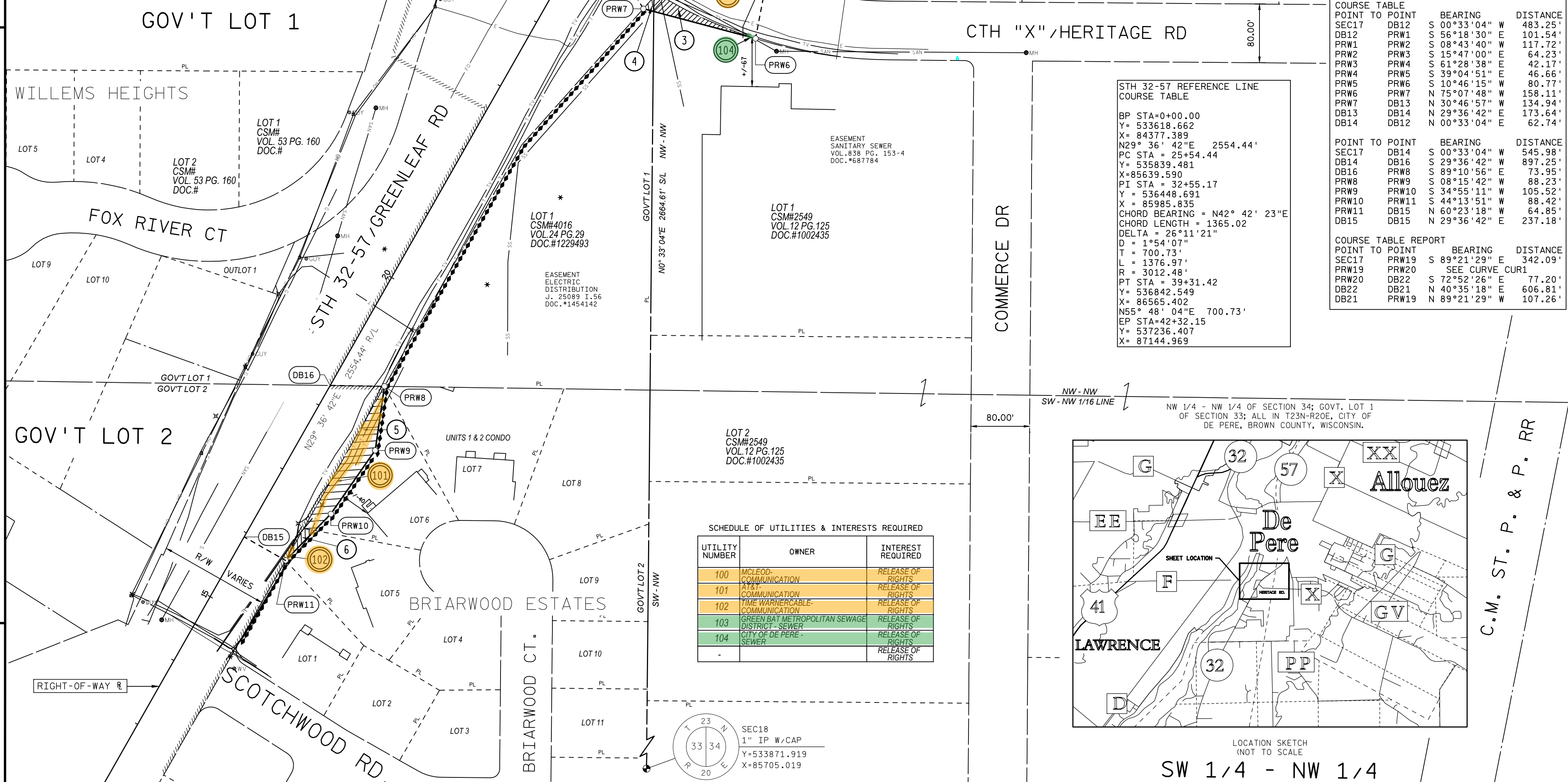
FEE SIMPLE TO ALL THOSE EXISTING LANDS OF THE GRANTOR CURRENTLY USED FOR HIGHWAY PURPOSES, DESIGNATED AS EXISTING RIGHT OF WAY, WHETHER ACQUIRED BY SEPARATE CONVEYANCE OR OTHERWISE, BOUND BY THE TRAVERSE OF THE COURSE TABLE OF NEW RIGHT OF WAY AS SHOWN ON THE SAID TRANSPORTATION PROJECT PLAT.

I HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF SECTION 84.095, WISCONSIN STATUTES. THIS PLAT WAS PREPARED BY OR UNDER THE DIRECTION OF

JON L. HERBEL
PRINTED NAME
for Jon L. Herbel
SIGNATURE
04/04/2014
DATE

THIS PLAT AND RELOCATION ORDER ARE APPROVED FOR THE WISCONSIN DEPARTMENT OF TRANSPORTATION

CURT VAN EREM
PRINTED NAME
Curt Van Erem
SIGNATURE
04/04/2014
DATE



POINT	STATION	OFFSET	COORDINATE
SEC18	08+76.19	1029.09'	Y 533871.919 X 85705.019
DB15	15+93.66	0.00'	Y 535004.182 X 85164.849
PRW11	15+93.66	64.85'	Y 534972.440 X 85222.226
PRW10	16+79.22	87.16'	Y 535035.496 X 85282.903
PRW9	17+84.28	96.92'	Y 535122.016 X 85343.304
DB16	18+30.84	0.00'	Y 535210.382 X 85282.043
PRW8	18+66.46	64.80'	Y 535209.327 X 85355.982
PRW7	24+87.78	117.32'	Y 535123.553 X 85708.649
PRW6	25+28.01	270.23'	Y 535682.978 X 85861.465
DB13	25+54.44	0.00'	Y 535839.481 X 85639.590
PRW5	26+08.86	243.69'	Y 535762.328 X 85876.560
PRW3	26+24.28	157.74'	Y 535818.687 X 85810.090
PRW4	26+26.18	199.87'	Y 535798.550 X 85847.144
DB12	26+69.99	110.64'	Y 535880.492 X 85792.620
PRW2	27+27.90	-5.00'	Y 535990.447 X 85725.392
DB12	27+80.22	-39.04'	Y 536053.182 X 85725.996
PRW1	27+80.61	62.50'	Y 535996.854 X 85810.484
PRW20	28+04.75	-73.65'	Y 536093.290 X 85711.380
PRW24	28+06.55	-67.73'	Y 536091.467 X 85717.303
DB22	28+27.64	0.00'	Y 536070.555 X 85785.161
SEC17	31+44.99	-329.21'	Y 536536.407 X 85730.643
PRW19	33+60.57	-75.83'	Y 536532.574 X 86072.715
PRW25	33+66.29	-69.83'	Y 536532.480 X 86081.100
DB21	34+35.49	0.00'	Y 536531.372 X 86179.965

CURVE	CH. DISTANCE	CH. BEARING	RADIUS	ARC LENGTH	PI COORDINATES
CUR1	568.80'	S39°26'21"W	2985.93'	569.66'	Y: 536330.22' X: 85871.03'

COURSE TABLE	POINT TO POINT	BEARING	DISTANCE
SEC17	DB12	S 00°33'04" W	483.25'
DB12	PRW1	S 56°18'30" E	101.54'
PRW1	PRW2	S 08°43'40" W	117.72'
PRW2	PRW3	S 15°47'00" E	64.23'
PRW3	PRW4	S 61°28'38" E	42.17'
PRW4	PRW5	S 39°04'51" E	46.66'
PRW5	PRW6	S 10°46'15" W	80.77'
PRW6	PRW7	N 75°07'48" W	158.11'
PRW7	DB13	N 30°46'57" W	134.94'
DB13	DB14	N 29°36'42" E	173.64'
DB14	DB12	N 00°33'04" E	62.74'

COURSE TABLE REPORT	POINT TO POINT	BEARING	DISTANCE
SEC17	PRW19	S 89°21'29" E	342.09'
PRW19	PRW20	SEE CURVE CUR1	
PRW20	DB22	S 72°52'26" E	77.20'
DB22	DB21	N 40°35'18" E	606.81'
DB21	PRW19	N 89°21'29" W	107.26'

STH 32-57 REFERENCE LINE	COURSE TABLE
BP STA=0+00.00	
Y= 33518.662	
X= 84377.389	
N29° 36' 42"E 2554.44'	
PC STA = 25+54.44	
Y= 535839.481	
X= 85639.590	
PT STA = 32+55.17	
Y= 536448.691	
X= 85985.835	
CHORD BEARING = N42° 42' 23"E	
CHORD LENGTH = 1365.02	
DELTA = 26°11'21"	
D = 1°54'01"	
T = 700.73'	
L = 1376.97'	
R = 3012.48'	
PT STA = 39+31.42	
Y= 536842.849	
X= 86565.402	
N55° 48' 04"E 700.73'	
EP STA=42+32.15	
Y= 537236.407	
X= 87144.969	

UTILITY NUMBER	OWNER	INTEREST REQUIRED
100	MOLEOD COMMUNICATION	RELEASE OF RIGHTS
101	AT&T COMMUNICATION	RELEASE OF RIGHTS
102	TIME WARNER CABLE COMMUNICATION	RELEASE OF RIGHTS
103	GREEN BAY METROPOLITAN SEWAGE DISTRICT - SEWER	RELEASE OF RIGHTS
104	CITY OF DE PERE - SEWER	RELEASE OF RIGHTS
-		RELEASE OF RIGHTS

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

MEETING DATE: March 17, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 3-17-15 VOUCHERS (PDF)

3/11/2015 2:53 PM

A / P CHECK REGISTER

PAGE: 1

PACKET: 04714 MAR 2015 COUNCIL - 2 3-17-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0001	A1 ELEVATOR CORP							
	I-7680	A1 ELEVATOR CORP	R	3/17/2015		2,505.40CR	074417	2,505.40
0302	AIRGAS USA LLC							
	I-9036480675	AIRGAS USA LLC	R	3/17/2015		48.91CR	074418	48.91
2982	ALL CITY COMMUNICATIONS							
	I-4699567-030115	ALL CITY COMMUNICATIONS	R	3/17/2015		151.40CR	074419	151.40
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-317907	AMBROSIUS CONCRETE SUPPLIES IN	R	3/17/2015		173.70CR	074420	173.70
6022	APPLETON POST CRESCENT							
	I-8748236	APPLETON POST CRESCENT	R	3/17/2015		609.61CR	074421	609.61
0848	APPRAISERS INC							
	I-201503104426	APPRAISERS INC	R	3/17/2015		7,150.00CR	074422	7,150.00
0496	ASTRO HYDRAULICS INC							
	I-46893	ASTRO HYDRAULICS INC	R	3/17/2015		26.65CR	074423	26.65
0442	BADGER LABORATORIES & ENGINEERING							
	I-INV000060698	BADGER LABORATORIES & ENGINEER	R	3/17/2015		200.00CR	074424	200.00
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	C-2206	BADGER MAILING & SHIPPING SYST	R	3/17/2015		152.00	074425	
	I-73138	BADGER MAILING & SHIPPING SYST	R	3/17/2015		162.04CR	074425	10.04
0020	BADGERLAND PRINTING INC							
	I-25214	BADGERLAND PRINTING INC	R	3/17/2015		36.00CR	074426	
	I-25267	BADGERLAND PRINTING INC	R	3/17/2015		123.00CR	074426	159.00
0023	BATTERIES PLUS LLC							
	I-501-452559	BATTERIES PLUS LLC	R	3/17/2015		77.50CR	074427	77.50
0027	BAY TOWEL INC							
	I-1912791	BAY TOWEL INC	R	3/17/2015		21.22CR	074428	
	I-1941982	BAY TOWEL INC	R	3/17/2015		130.27CR	074428	
	I-1943383	BAY TOWEL INC	R	3/17/2015		41.62CR	074428	
	I-1946767	BAY TOWEL INC	R	3/17/2015		41.62CR	074428	
	I-1946768	BAY TOWEL INC	R	3/17/2015		61.03CR	074428	
	I-1948769	BAY TOWEL INC	R	3/17/2015		128.32CR	074428	
	I-1948790	BAY TOWEL INC	R	3/17/2015		84.05CR	074428	
	I-1950172	BAY TOWEL INC	R	3/17/2015		41.62CR	074428	
	I-1950173	BAY TOWEL INC	R	3/17/2015		64.06CR	074428	613.81

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0025	BAYCOM INC							
	I-93970	BAYCOM INC	R	3/17/2015		138.00CR	074429	138.00
1532	BOBCAT PLUS INC							
	I-IG23576	BOBCAT PLUS INC	R	3/17/2015		90.84CR	074430	
	I-IG23600	BOBCAT PLUS INC	R	3/17/2015		5.58CR	074430	96.42
2831	BODART ELECTRIC SERVICE INC							
	I-7786	BODART ELECTRIC SERVICE INC	R	3/17/2015		1,632.00CR	074431	1,632.00
0795	BROWN COUNTY FIRE CHIEFS ASSOC							
	I-201503104427	BROWN COUNTY FIRE CHIEFS ASSOC	R	3/17/2015		15.00CR	074432	15.00
0042	BROWN COUNTY HIGHWAY DEPARTMENT							
	I-941	BROWN COUNTY HIGHWAY DEPARTMEN	R	3/17/2015		98,140.93CR	074433	
	I-954	BROWN COUNTY HIGHWAY DEPARTMEN	R	3/17/2015		819.65CR	074433	98,960.58
2944	BROWN COUNTY JAIL							
	I-201503104428	BROWN COUNTY JAIL	R	3/17/2015		520.00CR	074434	520.00
5855	BROWN COUNTY MABAS 112							
	I-201503104429	BROWN COUNTY MABAS 112	R	3/17/2015		100.00CR	074435	100.00
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201503114442	BROWN COUNTY REGISTER OF DEEDS	R	3/17/2015		30.00CR	074436	30.00
3478	BROWN COUNTY TREASURER							
	I-4	BROWN COUNTY TREASURER	R	3/17/2015		78.00CR	074437	78.00
0536	CDW GOVERNMENT INC							
	I-SP12579	CDW GOVERNMENT INC	R	3/17/2015		5,194.09CR	074438	
	I-SP88293	CDW GOVERNMENT INC	R	3/17/2015		1,101.52CR	074438	
	I-SQ05762	CDW GOVERNMENT INC	R	3/17/2015		2,150.87CR	074438	
	I-SQ61003	CDW GOVERNMENT INC	R	3/17/2015		315.79CR	074438	8,762.27
6910	CHOICE1 HEALTH CARE SERVICES LLC							
	I-2893	CHOICE1 HEALTH CARE SERVICES L	R	3/17/2015		287.00CR	074439	287.00
7126	CITIES & VILLAGES MUTUAL INS CO							
	I-LCT-15-HALLAM/VAND	CITIES & VILLAGES MUTUAL INS C	R	3/17/2015		200.00CR	074440	200.00
6843	CIVIC SYSTEMS, LLC							
	I-CVC12802	CIVIC SYSTEMS, LLC	R	3/17/2015		2,000.00CR	074441	2,000.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK	CHECK				CHECK	CHECK
VENDOR	NAME / I.D.	DESC	TYPE	DATE	DISCOUNT	AMOUNT	NO#	AMOUNT	
2708	CLEANING SOLUTION SERVICES INC								
	I-10049	CLEANING SOLUTION SERVICES INC	R	3/17/2015		114.86CR	074442		
	I-10131	CLEANING SOLUTION SERVICES INC	R	3/17/2015		1,732.00CR	074442		
	I-10132	CLEANING SOLUTION SERVICES INC	R	3/17/2015		1,265.00CR	074442	3,111.86	
0217	COUNTRY VISIONS COOPERATIVE								
	I-201503104430	COUNTRY VISIONS COOPERATIVE	R	3/17/2015		11.25CR	074443		
	I-201503104431	COUNTRY VISIONS COOPERATIVE	R	3/17/2015		17.00CR	074443		
	I-201503104432	COUNTRY VISIONS COOPERATIVE	R	3/17/2015		47.46CR	074443		
	I-201503104433	COUNTRY VISIONS COOPERATIVE	R	3/17/2015		9.59CR	074443		
	I-201503114443	COUNTRY VISIONS COOPERATIVE	R	3/17/2015		43.99CR	074443	129.29	
6739	CTW CORP								
	I-22364	CTW CORP	R	3/17/2015		1,225.00CR	074444	1,225.00	
7127	DAVE'S SPORT & MARINE INC								
	I-42360	DAVE'S SPORT & MARINE INC	R	3/17/2015		121.90CR	074445	121.90	
0069	DE PERE GREENHOUSE INC								
	I-13373	DE PERE GREENHOUSE INC	R	3/17/2015		50.00CR	074446		
	I-13375	DE PERE GREENHOUSE INC	R	3/17/2015		138.75CR	074446	188.75	
6946	DEAN ENTERPRISES LLC								
	I-D-20741	DEAN ENTERPRISES LLC	R	3/17/2015		2.00CR	074447		
	I-D-21387	DEAN ENTERPRISES LLC	R	3/17/2015		63.50CR	074447	65.50	
0075	DIGGERS HOTLINE INC								
	I-150 1 36402	DIGGERS HOTLINE INC	R	3/17/2015		6.96CR	074448	6.96	
3212	DIXON ENGINEERING INC								
	I-15-8881	DIXON ENGINEERING INC	R	3/17/2015		950.00CR	074449	950.00	
5634	EGOV STRATEGIES								
	I-14-1049	EGOV STRATEGIES	R	3/17/2015		2,056.88CR	074450	2,056.88	
3213	EILLIEN'S								
	I-SI125848	EILLIEN'S	R	3/17/2015		160.90CR	074451	160.90	
7108	ELSTER SOLUTIONS, LLC								
	I-9000057488	ELSTER SOLUTIONS, LLC	R	3/17/2015		1,500.00CR	074452	1,500.00	
0085	EMERGENCY MEDICAL PRODUCTS INC								
	I-1716596	EMERGENCY MEDICAL PRODUCTS INC	R	3/17/2015		185.25CR	074453		
	I-1716599	EMERGENCY MEDICAL PRODUCTS INC	R	3/17/2015		27.40CR	074453		
	I-1718967	EMERGENCY MEDICAL PRODUCTS INC	R	3/17/2015		70.89CR	074453	283.54	

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6859	EMS MEDICAL BILLING ASSOC LLC							
	I-201503104434	EMS MEDICAL BILLING ASSOC LLC	R	3/17/2015		4,054.53CR	074454	4,054.53
0331	FERGUSON WATERWORKS #1476 INC							
	I-166960	FERGUSON WATERWORKS #1476 INC	R	3/17/2015		112.31CR	074455	
	I-167025	FERGUSON WATERWORKS #1476 INC	R	3/17/2015		548.39CR	074455	660.70
2627	FESTIVAL FOODS INC							
	I-201503104435	FESTIVAL FOODS INC	R	3/17/2015		7.72CR	074456	
	I-201503104436	FESTIVAL FOODS INC	R	3/17/2015		9.97CR	074456	17.69
1667	FIRE ENGINEERING							
	I-201503104437	FIRE ENGINEERING	R	3/17/2015		21.00CR	074457	21.00
0200	FIRST SUPPLY GREEN BAY LLC							
	I-3015939-00	FIRST SUPPLY GREEN BAY LLC	R	3/17/2015		288.04CR	074458	
	I-3884319-00	FIRST SUPPLY GREEN BAY LLC	R	3/17/2015		319.32CR	074458	607.36
0097	FIVE ALARM INC							
	I-146386-1	FIVE ALARM INC	R	3/17/2015		560.00CR	074459	560.00
6654	FLEETPRIDE							
	I-66809900	FLEETPRIDE	R	3/17/2015		1,543.92CR	074460	1,543.92
0996	FOX LAMINATING CO INC							
	I-INV0411587	FOX LAMINATING CO INC	R	3/17/2015		401.00CR	074461	401.00
0105	FOX SPECIALITY COMPANY							
	I-29990	FOX SPECIALITY COMPANY	R	3/17/2015		73.05CR	074462	73.05
0562	GALL'S INC							
	C-2078589	GALL'S INC	R	3/17/2015		24.35	074463	
	I-3141699	GALL'S INC	R	3/17/2015		91.55CR	074463	
	I-3142351	GALL'S INC	R	3/17/2015		127.20CR	074463	194.40
1891	GANNETT WI MEDIA							
	I-8750064	GANNETT WI MEDIA	R	3/17/2015		693.05CR	074464	693.05
6923	GORDON FLESCH COMPANY INC.							
	I-IN11065574	GORDON FLESCH COMPANY INC.	R	3/17/2015		96.00CR	074465	96.00
4902	HALRON LUBRICANTS INC							
	C-733441-00	HALRON LUBRICANTS INC	R	3/17/2015		20.00	074466	
	I-732953-00	HALRON LUBRICANTS INC	R	3/17/2015		485.17CR	074466	465.17

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BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0446	HAWKINS INC							
	I-3697923 RI	HAWKINS INC	R	3/17/2015		2,596.58CR	074467	2,596.58
1	HCET							
	I-201503104438	REGISTRATION	R	3/17/2015		25.00CR	074468	25.00
3521	HD SUPPLY WATERWORKS LTD							
	I-D560904	HD SUPPLY WATERWORKS LTD	R	3/17/2015		26,832.00CR	074469	
	I-D564855	HD SUPPLY WATERWORKS LTD	R	3/17/2015		111.00CR	074469	
	I-D565486	HD SUPPLY WATERWORKS LTD	R	3/17/2015		90.10CR	074469	27,033.10
5484	HYDRO DESIGNS INC							
	I-34900-IN	HYDRO DESIGNS INC	R	3/17/2015		2,876.00CR	074470	
	I-34925-IN	HYDRO DESIGNS INC	R	3/17/2015		1,415.00CR	074470	4,291.00
1399	INDOFF INC							
	C-2590320	INDOFF INC	R	3/17/2015		66.29	074471	
	C-2592027	INDOFF INC	R	3/17/2015		25.19	074471	
	I-2587893	INDOFF INC	R	3/17/2015		16.00CR	074471	
	I-2588064	INDOFF INC	R	3/17/2015		114.40CR	074471	
	I-2588448	INDOFF INC	R	3/17/2015		19.73CR	074471	
	I-2589928	INDOFF INC	R	3/17/2015		323.63CR	074471	
	I-2590768	INDOFF INC	R	3/17/2015		27.47CR	074471	
	I-2591131	INDOFF INC	R	3/17/2015		15.18CR	074471	
	I-2591221	INDOFF INC	R	3/17/2015		28.45CR	074471	
	I-2591509	INDOFF INC	R	3/17/2015		24.99CR	074471	
	I-2591962	INDOFF INC	R	3/17/2015		57.87CR	074471	
	I-2592855	INDOFF INC	R	3/17/2015		95.98CR	074471	
	I-2593578	INDOFF INC	R	3/17/2015		6.45CR	074471	638.67
0567	INDUSTRIAL MARKETING CORP							
	I-39898	INDUSTRIAL MARKETING CORP	R	3/17/2015		165.71CR	074472	165.71
3140	KUNDINGER FLUID POWER INC							
	I-50321985	KUNDINGER FLUID POWER INC	R	3/17/2015		611.14CR	074473	611.14
6243	LASER WORKS PRINTER TECH INC							
	I-12077	LASER WORKS PRINTER TECH INC	R	3/17/2015		112.50CR	074474	112.50
0156	LAWSON PRODUCTS INC							
	I-9303100412	LAWSON PRODUCTS INC	R	3/17/2015		116.15CR	074475	116.15

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BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
7042	LIFEGUARD STORE INC.							
	I-INV257410	LIFEGUARD STORE INC.	R	3/17/2015		10,975.00CR	074476	10,975.00
2713	MAU & ASSOCIATES							
	I-22525	MAU & ASSOCIATES	R	3/17/2015		1,162.00CR	074477	1,162.00
0163	MCC INC							
	I-50625	MCC INC	R	3/17/2015		424.60CR	074478	424.60
0173	MENARDS INC							
	C-57323	MENARDS INC	R	3/17/2015		59.98	074479	
	I-56654	MENARDS INC	R	3/17/2015		9.48CR	074479	
	I-56681	MENARDS INC	R	3/17/2015		281.88CR	074479	
	I-57082	MENARDS INC	R	3/17/2015		31.12CR	074479	
	I-57107	MENARDS INC	R	3/17/2015		59.84CR	074479	
	I-57160	MENARDS INC	R	3/17/2015		90.66CR	074479	
	I-57168	MENARDS INC	R	3/17/2015		16.98CR	074479	
	I-57169	MENARDS INC	R	3/17/2015		59.98CR	074479	
	I-57478	MENARDS INC	R	3/17/2015		28.18CR	074479	
	I-57534	MENARDS INC	R	3/17/2015		5.98CR	074479	
	I-57582	MENARDS INC	R	3/17/2015		76.70CR	074479	
	I-57676	MENARDS INC	R	3/17/2015		258.19CR	074479	
	I-57807	MENARDS INC	R	3/17/2015		55.88CR	074479	
	I-58158	MENARDS INC	R	3/17/2015		17.83CR	074479	932.72
VOID	VOID CHECK		V	3/17/2015			074480	**VOID**
1630	BRIAN MITCHELL							
	I-676	BRIAN MITCHELL	R	3/17/2015		619.20CR	074481	619.20
3125	MORTON SALT INC							
	I-5400698671	MORTON SALT INC	R	3/17/2015		8,576.87CR	074482	8,576.87
1475	MUNICIPAL CODE CORP							
	I-252739	MUNICIPAL CODE CORP	R	3/17/2015		3,753.53CR	074483	3,753.53
0076	NASSCO INC							
	I-S1880582.001	NASSCO INC	R	3/17/2015		173.13CR	074484	173.13
0531	NORTHEAST AUTO PARTS INC							
	I-297969	NORTHEAST AUTO PARTS INC	R	3/17/2015		8.69CR	074485	
	I-297970	NORTHEAST AUTO PARTS INC	R	3/17/2015		47.92CR	074485	
	I-298665	NORTHEAST AUTO PARTS INC	R	3/17/2015		7.58CR	074485	
	I-298667	NORTHEAST AUTO PARTS INC	R	3/17/2015		33.98CR	074485	
	I-298760	NORTHEAST AUTO PARTS INC	R	3/17/2015		9.99CR	074485	
	I-298768	NORTHEAST AUTO PARTS INC	R	3/17/2015		22.46CR	074485	
	I-298772	NORTHEAST AUTO PARTS INC	R	3/17/2015		54.25CR	074485	
	I-298816	NORTHEAST AUTO PARTS INC	R	3/17/2015		13.36CR	074485	
	I-298888	NORTHEAST AUTO PARTS INC	R	3/17/2015		7.29CR	074485	
	I-298896	NORTHEAST AUTO PARTS INC	R	3/17/2015		31.65CR	074485	
	I-298908	NORTHEAST AUTO PARTS INC	R	3/17/2015		271.67CR	074485	
	I-298910	NORTHEAST AUTO PARTS INC	R	3/17/2015		16.17CR	074485	

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VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
	I-298977	NORTHEAST AUTO PARTS INC	R	3/17/2015		281.04CR	074485	
	I-298988	NORTHEAST AUTO PARTS INC	R	3/17/2015		33.23CR	074485	839.28
VOID	VOID CHECK		V	3/17/2015			074486	**VOID**
5433	NORTHEAST WI TECH COLLEGE							
	I-CS26701	NORTHEAST WI TECH COLLEGE	R	3/17/2015		1,350.00CR	074487	
	I-CS26719	NORTHEAST WI TECH COLLEGE	R	3/17/2015		90.00CR	074487	
	I-SFT0000106398	NORTHEAST WI TECH COLLEGE	R	3/17/2015		2,595.87CR	074487	4,035.87
1160	OFFICEMAX INC							
	C-101952	OFFICEMAX INC	R	3/17/2015		16.30	074488	
	I-338955	OFFICEMAX INC	R	3/17/2015		335.20CR	074488	
	I-513710	OFFICEMAX INC	R	3/17/2015		100.56CR	074488	419.46
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-159650	OSHKOSH FIRE & POLICE EQUIPMEN	R	3/17/2015		150.00CR	074489	150.00
0499	PACK AND SHIP LLC							
	I-201503114439	PACK AND SHIP LLC	R	3/17/2015		10.64CR	074490	10.64
0197	PACKER CITY INTERNATIONAL INC							
	I-X101015744:01	PACKER CITY INTERNATIONAL INC	R	3/17/2015		66.36CR	074491	66.36
4476	PAUL CONWAY SHIELDS CORP							
	I-360667-IN	PAUL CONWAY SHIELDS CORP	R	3/17/2015		263.50CR	074492	263.50
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-54191	PM SUPPLY - WRIGHT INDUSTRIAL	R	3/17/2015		510.99CR	074493	510.99
0208	POMP'S TIRE SERVICE INC							
	I-90021773	POMP'S TIRE SERVICE INC	R	3/17/2015		35.00CR	074494	35.00
1246	PREVEA WORKMED INC							
	I-94070	PREVEA WORKMED INC	R	3/17/2015		74.00CR	074495	74.00
0395	PRO ONE JANITORIAL INC							
	I-99452	PRO ONE JANITORIAL INC	R	3/17/2015		979.00CR	074496	979.00
5973	RAE-COR DISTRIBUTING INC							
	I-58016	RAE-COR DISTRIBUTING INC	R	3/17/2015		486.52CR	074497	486.52

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	CHECK AMOUNT	CHECK NO#	CHECK AMOUNT
7128	REAR VIEW SAFETY							
	I-44089461	REAR VIEW SAFETY	R	3/17/2015		413.78CR	074498	413.78
0227	REINDERS INC							
	I-1570773-00	REINDERS INC	R	3/17/2015		284.15CR	074499	
	I-1570818-00	REINDERS INC	R	3/17/2015		19.51CR	074499	
	I-1570961-00	REINDERS INC	R	3/17/2015		21.60CR	074499	
	I-1571136-00	REINDERS INC	R	3/17/2015		279.07CR	074499	
	I-1571688-00	REINDERS INC	R	3/17/2015		78.34CR	074499	682.67
6929	RELYCO INC.							
	I-14-16 (2)	RELYCO INC.	R	3/17/2015		3,945.00CR	074500	3,945.00
0228	RENT A FLASH OF WISCONSIN INC							
	I-46626	RENT A FLASH OF WISCONSIN INC	R	3/17/2015		855.00CR	074501	855.00
0158	ROBERT E LEE & ASSOCIATES INC							
	I-68884	ROBERT E LEE & ASSOCIATES INC	R	3/17/2015		8,850.00CR	074502	8,850.00
6380	ROCK OIL REFINING INC							
	I-241115	ROCK OIL REFINING INC	R	3/17/2015		40.00CR	074503	40.00
7065	DENNIS L. RUBIN							
	I-201503114440	DENNIS L. RUBIN	R	3/17/2015		50.06CR	074504	50.06
0242	SCOTT CONSTRUCTION INC							
	I-11298MB	SCOTT CONSTRUCTION INC	R	3/17/2015		755.91CR	074505	755.91
4029	SERVICE MOTOR COMPANY							
	I-CS07143	SERVICE MOTOR COMPANY	R	3/17/2015		110.46CR	074506	110.46
2953	SHERWIN INDUSTRIES INC							
	I-SS058992	SHERWIN INDUSTRIES INC	R	3/17/2015		23.85CR	074507	
	I-SS058993	SHERWIN INDUSTRIES INC	R	3/17/2015		47.70CR	074507	
	I-SS058998	SHERWIN INDUSTRIES INC	R	3/17/2015		47.70CR	074507	
	I-SS059108	SHERWIN INDUSTRIES INC	R	3/17/2015		200.00CR	074507	319.25
0406	SIMPLEXGRINNELL INC							
	I-81054795	SIMPLEXGRINNELL INC	R	3/17/2015		118.75CR	074508	118.75
0255	STELLPLUG LAW SC							
	I-406-01M (229)	STELLPLUG LAW SC	R	3/17/2015		2,152.28CR	074509	2,152.28

Attachment: 3-17-15 VOUCHERS (3248 : Voucher Approval.)

3/11/2015 2:53 PM

A / P CHECK REGISTER

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PACKET: 04714 MAR 2015 COUNCIL - 2 3-17-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
1903	TECHNOLOGY ARCHITECTS INC							
	I-D20150026	TECHNOLOGY ARCHITECTS INC	R	3/17/2015		1,737.17CR	074510	1,737.17
6989	TRILLIUM CNG (1700)							
	I-INV0011847	TRILLIUM CNG (1700)	R	3/17/2015		1,970.85CR	074511	1,970.85
0268	TRUCK EQUIPMENT INC							
	I-626012-00	TRUCK EQUIPMENT INC	R	3/17/2015		685.46CR	074512	685.46
0417	TWEET GAROT MECHANICAL INC							
	I-16546	TWEET GAROT MECHANICAL INC	R	3/17/2015		1,295.00CR	074513	1,295.00
0272	UNIFORM SHOPPE INC							
	I-240523	UNIFORM SHOPPE INC	R	3/17/2015		124.90CR	074514	
	I-240536	UNIFORM SHOPPE INC	R	3/17/2015		434.75CR	074514	
	I-240564	UNIFORM SHOPPE INC	R	3/17/2015		25.90CR	074514	
	I-240676	UNIFORM SHOPPE INC	R	3/17/2015		80.95CR	074514	
	I-240726	UNIFORM SHOPPE INC	R	3/17/2015		14.95CR	074514	
	I-240728	UNIFORM SHOPPE INC	R	3/17/2015		68.85CR	074514	
	I-240841	UNIFORM SHOPPE INC	R	3/17/2015		179.85CR	074514	
	I-240934	UNIFORM SHOPPE INC	R	3/17/2015		179.90CR	074514	
	I-240942	UNIFORM SHOPPE INC	R	3/17/2015		399.80CR	074514	
	I-240943	UNIFORM SHOPPE INC	R	3/17/2015		81.90CR	074514	
	I-240955	UNIFORM SHOPPE INC	R	3/17/2015		25.90CR	074514	
	I-240973	UNIFORM SHOPPE INC	R	3/17/2015		79.95CR	074514	1,697.60
4696	US CELLULAR							
	I-73629175	US CELLULAR	R	3/17/2015		89.78CR	074515	89.78
0857	USA BLUEBOOK							
	I-569030	USA BLUEBOOK	R	3/17/2015		355.71CR	074516	355.71
7071	USIC LOCATING SERVICES LLC							
	I-112488	USIC LOCATING SERVICES LLC	R	3/17/2015		48.00CR	074517	48.00
0277	VAN'S FIRE & SAFETY INC							
	I-4069873	VAN'S FIRE & SAFETY INC	R	3/17/2015		59.55CR	074518	59.55
4770	VERIZON WIRELESS							
	I-9740424174	VERIZON WIRELESS	R	3/17/2015		464.37CR	074519	464.37
0282	WESCO DISTRIBUTION INC							
	I-41948	WESCO DISTRIBUTION INC	R	3/17/2015		1.80CR	074520	
	I-41950	WESCO DISTRIBUTION INC	R	3/17/2015		83.07CR	074520	
	I-947858	WESCO DISTRIBUTION INC	R	3/17/2015		523.68CR	074520	608.55

Attachment: 3-17-15 VOUCHERS (3248 : Voucher Approval.)

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A / P CHECK REGISTER

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PACKET: 04714 MAR 2015 COUNCIL - 2 3-17-15

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0548	WI RURAL WATER ASSOC							
	I-S1008	WI RURAL WATER ASSOC	R	3/17/2015		555.00CR	074521	555.00
1837	STEVEN YEDICA							
	I-201503114441	STEVEN YEDICA	R	3/17/2015		160.35CR	074522	160.35

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	104	0.00	241,831.81	241,831.81
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	106	0.00	241,831.81	241,831.81

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 3-17-15 VOUCHERS (3248 : Voucher Approval.)

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A / P CHECK REGISTER

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PACKET: 04714 MAR 2015 COUNCIL - 2 3-17-15

VENDOR SET: 01

BANK : AP ASSOCIATED

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

FUND	PERIOD	AMOUNT

100	3/2015	73,169.37CR
201	3/2015	15,880.48CR
208	3/2015	54.96CR
209	3/2015	315.79CR
260	3/2015	8,850.00CR
405	3/2015	111,687.58CR
415	3/2015	615.28CR
601	3/2015	29,623.42CR
650	3/2015	1,634.93CR
=====		
ALL		241,831.81CR

Attachment: 3-17-15 VOUCHERS (3248 : Voucher Approval.)

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

MEETING DATE: March 17, 2015
DEPARTMENT: City Clerk-Treasurer
FROM: Vicki Scray
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 3-17-15 OPERATOR LIST (PDF)

CITY OF DE PERE -March 17, 2015

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	ANDERSON, KRISTA A.	1269 VANDERBRAAK ST.	GREEN BAY	WI	54302
Temporary Operator License Applications					
1	BUSSIERE, ANDREW W.	745 SIMONET CT.	GREEN BAY	WI	54301
2	DEVASURE, BRADLEY B.	1205 S. WEBSTER ST.	GREEN BAY	WI	54302
3	GIBSON, DAVID E.	703 E. MISSION RD.	GREEN BAY	WI	54301
4	HEMB, MARSHA L.	1923 HILLSIDE LN.	GREEN BAY	WI	54302
5	KOEHN, PAUL E.	817 GROVE ST.	GREEN BAY	WI	54302
6	VAN VEGHEL, DAVID T.	408 N. GOOD HOPE RD.	DE PERE	WI	54115
New Operator License Applications for the 2014-2016 Licensing Period					
1	BREKKE, LORI J.	1206 PERSHING RD., #16	DE PERE	WI	54115
2	CASSITY, RHONDA L.	2211 RYGAR CT.	DE PERE	WI	54115
3	HELF, KELSEY A.	1775 AMY ST.	GREEN BAY	WI	54302
4	KOSTREVA, TONI S.	430 S. JEFFERSON ST.	GREEN BAY	WI	54301
5	LAUNDRY, PAULA J.	1578 CASS ST.	GREEN BAY	WI	54302
6	OESTMANN, LINDSEY M.	3571 SAND ACRES DR.	DE PERE	WI	54115
7	OLSON, HEIDI A.	707 KNOLL TER.	DE PERE	WI	54115
8	SANDERS, STEPHEN A.	2745 WOODRUFF CT.	GREEN BAY	WI	54311
9	SULE, REBECCA K.	327 S. SUPERIOR ST.	DE PERE	WI	54115
10	THIESSEN, ELIZABETH A.	1177 S. PINE TREE RD.	DE PERE	WI	54115
11	VANDERMUSS, KELLI JO	N4505 CTY RD. U	DE PERE	WI	54115

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

MEETING DATE: March 17, 2015

DEPARTMENT: Common Council

FROM: Al Luberdia

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